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This instrument was prepared by:
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DECLARATION OF
Midport Place I,
A CONDOMINIUM

GENERAL DEVELOPMENT CORPORATION, a Delaware corporation authorized to do business in the State of Florida (hereinafter together with its successors and assigns called the "Developer"), does hereby declare as follows:

1. Introduction and Submission.

1.1 The Land. The Developer owns the fee title to certain land located in St. Lucie County, Florida, as more particularly described in Exhibit 1 annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by Chapter 718 Florida Statutes, (1983) the Florida Condominium Act (hereinafter referred to as the "Act"), as it exists on the date hereof, and subject to the easements, restrictions, reservations, conditions and limitations of record and those permitted and excluded, under the terms of this Declaration.

1.3 Name. The name by which this condominium is to be identified is Midport Place I, A Condominium (hereinafter called the "Condominium").

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

2.1 "Association" means Midport Place I Condominium Association, Inc., a not-for-profit Florida corporation, the entity responsible for the operation of the Condominium.

2.2 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Buildings, the Pool and a Restroom Facility.

2.3 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, Federal National Mortgage Association (FNMA), mortgage banker, insurers or guarantors of any first mortgage, or any other lender generally recognized as an institutional lender, or the Developer or any lender related to the Developer, holding a first mortgage on a Unit or Units, or any entity holding a construction mortgage given by the Developer on the Condominium Property.

3. Description of Condominium.

3.1 Identification of Units. The Land has or will have constructed thereon 22 buildings containing a total of 232 Units. Each such Unit is identified by an alphanumeric designation consisting of an initial letter and three digits. The designation of the Units is set forth on Exhibit 2, attached hereto and made a part hereof. Exhibit 2 consists of a survey of the Land, a graphic description of the Improvements located thereon, including but not limited to, the Buildings in which the Units are located, and plot plans thereof. Exhibit 2, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. There shall pass with a Unit as appurtenances thereto:

- a. An undivided share in the Common Elements and Common Surplus;
- b. The exclusive right to use such portion of the Common Elements as may be provided in this Declaration;

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- c. An exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time.
- d. Membership in the Association; and
- e. Other appurtenances as may be provided in this Declaration.

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

a. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries:

- i. Upper Boundaries. The horizontal plane of the unfinished lower surface of the structural ceiling.
- ii. Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.
- iii. Excluded from Units. Any pipes, wires, conduits, or other utilities running through the interior walls of a Unit which serve more than one Unit, although within Unit Boundaries, shall be Common Elements.

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

c. Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass or other transparent material, and all framing and casing therefor, shall be included in the boundaries of the Unit.

A Unit Owner shall be responsible for the maintenance, repair, care and preservation of the paint and surface of the interior parapet or building walls, including floor and ceiling, within the exterior balcony or terrace constituting a Limited Common Element appurtenant to his Unit and the maintenance, care, preservation and replacement of the railing, walls, screening or enclosure, if any, on that balcony or terrace. A Unit Owner may not change the building or balcony or terrace wall or railing paint color or type, screen or enclose his balcony or terrace except with the prior written approval of the Association, and the Association may designate a type or design of screening or enclosure that it will approve, or it may refuse to approve any type of screening or enclosure, in its sole discretion.

d. Storage Areas. Storage areas not located within a Unit and not specifically designated as a Unit shall be part of the Common Elements, but the Association shall have the authority to reasonably regulate the use thereof and allocate the exclusive use of certain portions thereof among the Unit Owners.

3.3 Limited Common Elements. The Limited Common Elements shall be as follows:

a. Automobile Parking Spaces.

i. Location and Identification. Automobile parking is restricted to the parking spaces noted on the survey attached as Exhibit 2 hereto.

ii. Assigned Spaces for Units. This Developer will assign one parking space to each Unit at no additional charge as an appurtenant Limited Common Element. This assignment need not be in recordable form.

iii. Assignment of Additional Spaces. The developer shall have the right to assign to any Unit the exclusive use of one or more parking space(s) if any exist, which shall be in addition to the space assigned to the Unit pursuant to Subsection "3.3.ii" above. Such assignment

shall be by separate written assignment which will indicate that it is made under this Subsection "3.3.iii", but it too may not be recorded among the Public Records. A Unit Owner may at any time assign any one or more of the additional spaces so assigned to another Unit or to the Association by a written assignment also not to be recorded in the Public Records but which will note the further free assignability thereof. Neither the Developer, nor the Association, may divest a Unit of the space(s) assigned to it pursuant to this Subsection "3.3.iii". The Developer shall be entitled to keep any fee it charges a Unit Owner for the privilege of having space(s) assigned to his Unit pursuant to this Subsection "3.3.iii". Unassigned additional parking spaces shall be designated as guest parking and may be numbered or unnumbered.

iv. Nature of Assignment. An assignment of any parking space grants only the exclusive use thereof as a Limited Common Element appurtenant to the particular Unit and does not convey any title thereto. Any transfer, or subsequent assignment as contemplated above, shall operate to transfer only the exclusive use of such space(s). Except as provided specifically in Subsection "3.3.ii", the parking spaces assigned to the Unit pursuant to such Subsection "3.3.ii" shall not be assignable except together with the applicable Unit and the form of Assignment of any additional parking space given by the Developer shall so note.

b. Balconies and Terraces. All balconies and balcony walls, terraces or terrace walls or railings shall constitute Limited Common Elements. Each Unit Owner shall be entitled to the exclusive use and possession of that balcony or terrace, if any, which are attached to his Unit and to which direct exclusive access is provided.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act).

a. Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

b. Utility and Other Services; Drainage. The Association has the right to grant permits, licenses and easements, under, through and over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Condominium. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit and Limited Common Element for inspection and for the purposes of maintenance, repair, and/or replacement of pipes, wires, ducts, vents, cables, conduits and other utility, service and drainage facilities, and to the Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit and Limited Common Element, and except in the event of an emergency, entry shall be made on not less than five (5) days' notice of the time and date of such entry.

c. Encroachments. If

i. Any portion of the Common Elements encroaches upon any Unit; or,

ii. Any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or,

iii. Any encroachment shall hereafter occur as a result of:

(1.) Construction of the Improvements; or,

(2.) Settling or shifting of the Improvements; or,

(3.) Any alteration or repair to the Common Elements made by or with the consent of the Association; or

(4.) Any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty; or

(5.) Any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

d. Easements

i. An easement is hereby granted to Midport Place Master Association, Inc. over, upon and under the property described in Exhibit 3 attached hereto, for ingress and egress, and utility purposes. It is acknowledged that the creation of this easement is intended to make the property described in Exhibit 3 a "Common Area" pursuant to the Master Declaration for Midport Place, recorded in Official Records Book _____, Page _____, of the Public Records of St. Lucie County, Florida. It is also acknowledged that a road is intended to be constructed within said property. Pursuant to the Master Declaration for Midport Place, the Midport Place Master Association, Inc. will be responsible for maintaining said road, and all of the residents within the property subject to the Master Declaration for Midport Place, and their guests and invitees, will have the right to use the road. The provisions of this paragraph may not be amended without the joinder of Midport Place Master Association, Inc., and furthermore the provisions of this paragraph shall survive the termination of the condominium.

ii. It is acknowledged that pursuant to paragraph 2 of the Master Declaration for Midport Place, the Midport Place Master Association, Inc., is also to maintain a common wall which may be constructed upon the condominium property, and is to maintain the surface water management system for the condominium property, and accordingly easements for such maintenance are hereby created in favor of Midport Place Master Association, Inc., which easement shall survive the termination of this condominium. The provisions of this paragraph may not be amended without the joinder of Midport Place Master Association, Inc.

e. Ingress and Egress. A Nonexclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as are designated and appropriate for such easement and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for vehicular or pedestrian traffic. None of the easements specified in this Subsection "3.4.g" shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

f. Construction; Maintenance. The Developer (including its designer, contractors, successors and assigns) shall have the right, in its and their sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and/or maintenance purposes where the Association fails to do so, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the Unit Owners of the Condominium Property.

g. Sales Activity. For as long as there are any unsold Units, the Developer, its designers, successors and assigns shall have the right to use any such Units or parts of the Common Elements for model Units and sales offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional material to advertise Units and appurtenant Limited Common Elements for sale or lease.

h. Additional Easements. The Developer (so long as it owns any Units) and the Association, on its behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units and Limited Common Elements for dwelling and intended purposes.

4. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

4.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is set forth in Exhibit 4 annexed hereto.

4.2 Voting. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.

5. Amendments. Except as elsewhere provided herein, amendments may be effected as follows:

5.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. Except as elsewhere provided, approval of an amendment to this Declaration must be by affirmative vote of not less than two-thirds (2/3) of the Unit Owners.

5.2 By The Developer. The Developer, during the time it is in control of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, adversely or materially affect property rights of Unit Owners, unless the affected Unit Owners consent thereto in writing. The execution and recording of any amendment by the Developer pursuant hereto shall be conclusive evidence that the property rights of Unit Owners who did not join in or consent to such execution, and any amendment, shall be effective as provided below unless subsequently rescinded.

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

5.4 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance". "Recon-

struction or Repair after Casualty", or "Condemnation" unless all Institutional First Mortgagees whose mortgages are of record shall join in the amendment.

6. Maintenance and Repairs.

6.1 Units. All maintenance, repairs and replacements of, in or to any Unit, including, without limitation, maintenance, repair and replacement of screens, windows, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical, plumbing, heating and air-conditioning equipment, fixtures and outlets, if any, within the Unit or located outside of a Unit if servicing only that Unit and all maintenance and repairs to interiors of balconies constituting Limited Common Elements appurtenant to the Unit shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein, and shall be made in accordance with the original plans and specifications therefor or as otherwise directed by the Association.

6.2 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements (other than Limited Common Elements as provided above in Section 6.1) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

7. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$5,000 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$5,000 or less in a calendar year, may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

8. Additions, Alterations or Improvements by Unit Owners;
Consent of the Board of Directors. No Unit Owner (other than the Developer) shall make any addition, alteration or improvement in or to the Common Elements, or any Limited Common Element, without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The proposed additions, alterations and improvements by the Unit Owners, whether or not consent of the board of Directors is required, shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements shall agree and be deemed to have agreed, for itself, and its heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof, as may be required by the Association.

9. Changes in Developer-Owned Units. The restrictions of Section 8, above, shall not apply to the Developer with respect to Developer-owned Units. The Developer shall have the right, without the vote or consent of the Association or Unit Owners, to:

- a. Make alterations, additions or improvements in, to and upon Units owned by the Developer and the Limited Common Elements appurtenant thereto whether structural or non-structural, interior or exterior, ordinary or extraordinary;
- b. Change the layout or number of rooms in any Developer-owned Units;

c. Change the size and/or number of Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Unit, or otherwise; and

d. Reapportion among the Developer-owned Units affected by such change in size or number pursuant to the preceding Subsection "9.c" their appurtenant interest in the Common Elements and share of the Common Surplus and Common Expenses;

Provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that the Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to such Units, provided that such relocation and alteration does not materially or adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this Section 9 may be effected by the Developer alone and if an amendment to the Declaration is required to effect such change, only the Developer and the mortgagees, if any, of such Unit need execute such amendment to effect such change upon the recording thereof. Without limiting the generality of Section 5.4 hereof, the provisions of this Section 9 may not be added to, amended or deleted without the prior written consent of the Developer.

10. Operation of the Condominium by the Association, Powers and Duties.

10.1 Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the Articles of Incorporation and the By-Laws of the Association (respectively, Exhibit 5 and Exhibit 6 annexed hereto), as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

a. The power to enter into contract with others (whether or not affiliated with the Association or Developer), for a valuable consideration, for maintenance and management of the Condominium Property, and, in connection therewith, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other charges against Unit Owners, and perfecting liens for nonpayment thereof.

b. Subsequent to the recording of this Declaration, the Association, when authorized by a majority of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the use or benefit of the Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

c. The power to adopt and amend rules and regulations covering the details of the operation and use of the Condominium Property.

d. The Association has a reasonable right of entry upon any Unit to make emergency repairs and do other work reasonably necessary for the proper maintenance of the Condominium.

In the event of conflict between the powers and duties of the Association or otherwise, the Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time.

10.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property nor shall the Association be liable for injury or loss of Unit Owner property in Units or Limited Common Elements.

10.3 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit which shall be automatic upon transfer of the Unit.

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

11. Determination of Common Expenses and Fixing of Assessments therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and to their respective Institutional First Mortgagees if the Association is advised of their desire to receive such notices. The Common Expenses shall include the expenses of the operation, maintenance, repair and replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or by the Association. The Association shall establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements to the Common Elements and Limited Common Elements which the Association may be obligated to maintain. The fund is to be maintained out of regular assessments for common expenses.

12. Collection of Assessments.

12.1 Liability for Assessments. Except as provided in Section 12.5 hereof regarding Institutional First Mortgagees, a Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or by any other method.

12.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate in effect in the State of Florida at the time for the lending of money, from the due date until paid. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of St. Lucie County, stating the description of the Condominium Parcel, the name of the record Owner, the amount due and the due dates. The lien is in effect until all sums secured by it have been fully paid or until barred by law. The claim of lien includes only Assessments which are due when the claim is recorded. A claim of lien shall be signed and acknowledged

by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

12.3 Notice of Intention to Foreclose Lien. No foreclosure of judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments unless a shorter period is permitted by law. If this notice is not given at least thirty (30) days (or such shorter period as allowed by law) before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this Section 12.3 are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

12.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court, in its discretion, may require the Unit Owner to pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

12.5 Institutional First Mortgagee. In the event an Institutional First Mortgagee or other purchaser at foreclosure sale shall obtain title to the Unit as a result of foreclosure of an Institutional First Mortgage, or as a result of a deed given in lieu of foreclosure, such Institutional First Mortgagee, or purchaser, shall not be liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure sale or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns. Subsequent to the time the Institutional First Mortgagee or other purchaser acquires the Unit, said Institutional First Mortgagee or purchaser shall be liable for all future common expenses.

12.6 Developer's Liability for Assessments. The Developer does hereby guarantee to each Purchaser that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners other than the Developer will not increase on an annualized basis over the amount stated in the Estimated Operating Budget for the Association for the period commencing with the recording of the Declaration and continuing until the expiration of 12 months from the date of conveyance of the first Unit to be conveyed to a Purchaser other than the Developer or until the Developer turns over the control of the Association to Unit Owners other than the Developer, whichever occurs sooner. During such period the Developer will pay to the Association any amount of Common Expenses incurred during that period which exceeds the guaranteed level of assessments against other Unit Owners.

During the guarantee period, the Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, and will pay any deficit.

12.7 Possession of Unit. Any person who acquires an interest in a Unit (except Institutional First Mortgagee or purchasers through foreclosure of a first mortgage of record [or deed in lieu thereof]) including, without limitation, persons acquiring title by operation of law, shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid Assessments and other charges due and owing by the former Unit Owner, if any, have been paid.

12.8 Certificate of Unpaid Assessments. Any Unit Owner and mortgagee of a Unit has the right to require from the Association a certificate showing the amount of unpaid Assessments with respect to the Unit owned by such Unit Owner or mortgaged to such mortgagee.

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

13.1 Purchase, Custody and Payment.

a. Purchase. All insurance policies described herein covering portions of the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

b. Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insureds.

c. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association.

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

e. Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and at their own discretion upon the property lying within the boundaries of their Unit, and the Limited Common Elements appurtenant to that Unit, including, but not limited to, their personal property, and for their personal liability and living expenses and for any other risks.

13.2 Coverage. The Association shall maintain insurance covering the following:

a. Casualty. The Buildings (including all fixtures, installations or additions comprising that part of the Buildings within the boundaries of the Units initially installed, or replacements thereof, in accordance with the original plans and specifications therefor, all improvements located on the Common Elements from time to time, and together with all service machinery contained therein (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

i. Loss or Damage by Fire and Other Hazards. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

ii. Other Risks. Such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

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

c. Workmen's Compensation. Workmen's Compensation and other mandatory insurance, when applicable.

d. Flood Insurance. Flood insurance, if required by the Institutional First Mortgagees or if the Association so elects.

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e. Fidelity Insurance. Fidelity insurance covering all directors, officers and employees of the Association and managing agents who handle Association funds.

f. Other Insurance. Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

g. Waiver of rights. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to:

i. Subrogation against the Association and against the Unit Owners individually and as a group;

ii. The clause that reserves to the insurer the right to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and,

iii. Avoid liability for a loss of the Association, its officers or by a member of the Board of Directors of the Association or by one or more Unit Owners.

13.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the named insured, including all mortgagees of Units.

13.4 Premiums. Premiums upon 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 misuse, occupancy or abandonment of any one or more Units or their appurtenances or of the Common Elements by particular Unit Owners shall be assessed against and paid by such Owners. Premiums may be financed in such manner as the Board of Directors deems appropriate.

13.5 Insurance Trustee; Share of Proceeds. All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, which may be designated by the Board of Directors and which, if so appointed, shall be a bank, or trust company in Florida with trust powers, with its principal place of business in Florida. The Insurance Trustee (if appointed) shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee (if appointed) shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

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

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

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

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

b. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to

the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

c. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 13.5 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

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

13.8 Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

13.9 Benefit of Mortgagees. Certain provisions in this Section 13 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

13.10 Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration.

14. Reconstruction or Repair after Fire or Other Casualty.

14.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property and shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments except that if:

- a. Seventy-five (75%) percent or more of the Insured Property is destroyed or substantially damaged; and
- b. Unit Owners owning eighty (80%) percent or more of the applicable interests in the Common Elements elect not to proceed with repairs or restoration; and
- c. The Institutional First Mortgagees approve such election by the Unit Owners.

then the repair and restoration shall not take place. In such event, the Property shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens. Whenever in this Section 14.1 the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date that the Association receives the proceeds of insurance and special assessment proceeds if required on account of such damage or destruction sufficient to pay the estimated cost of such work.

The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

14.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements; or, if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association, and, if the damaged property which is to be altered is the one of the Buildings, then by the Owners of not less than eighty (80%) of the applicable interest in the Common Elements, as well as the Owners of all Units (and their respective mortgagees) the plans for which are to be altered.

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

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

14.5 Construction Funds. The funds for payment of the costs of reconstruction and repair, which shall consist of proceeds of insurance collected on account of a casualty, held by the Insurance Trustee (if appointed) and funds collected by the Association from Assessments against Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of such costs in the following manner:

a. **Association - Lesser Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association.

b. **Association - Major Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Subsection "14.5.a" above, but then only upon the further approval of an architect qualified to practice in the State of Florida and employed by the Association to supervise the work.

c. **Unit Owners.** If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Common Elements or Limited Common Elements.

d. **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 relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the Association; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagees.

14.6 Benefit of Mortgagees. Certain provisions in this Section 14 are for the benefit of mortgagees of Units and may be enforced by any of them.

15. Condemnation.

15.1 Deposit of Awards with Association. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be

deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of casualty.

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

15.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Association after a casualty, or as elsewhere provided in this Section 15 specifically provided.

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

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

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

c. **Adjustment of Shares in Common Elements.** If the floor area of the Unit is reduced by the taking, the percentage representing the share in the common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

i. Add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

ii. Divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

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

a. **Payment of Award.** The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. The balance, if any, shall be applied to the Unit Owner.

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

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

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

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

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

16. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

16.1 Occupancy. Each Unit shall be used solely as a single-family residence. This provision, however, shall not be applicable to Units used by the Developer for model apartments, sales offices, other offices or management services. There are no restrictions with respect to children, except that parents must control their children and be accountable for their actions.

16.2 Pets. Except for small domestic birds or fish, each Unit Owner (regardless of the number of joint owners) may maintain one (1) household pet (as defined by the Association), provided they are not kept, bred or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be leashed at all times when outside the Unit. Dogs may not be kept in terrace or balcony areas when the Owner is not in the Unit. Without limiting the generality of Section 17 hereof, violation of the provisions of this Section 16.2 shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property.

16.3 Alterations. Without limiting the generality of Section 8 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery or air-conditioning units or in any manner changing the appearance of any portion of the Buildings without obtaining the prior written consent of the Association (in the manner specified in Section 8 hereof).

16.4 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of the Units.

16.5 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units, or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

16.6 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.

16.7 Leases. No portion of a Unit (other than an entire Unit) may be rented. All rentals must be by leases which shall be on forms approved by the Association, and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association. The Association shall be advised of any lease and shall receive a copy thereof. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. Any balance remaining in the escrow, less an administrative charge determined by the Association, shall be returned to the Unit Owner within ninety (90) days after the tenant and all subsequent tenants permanently move out. All leases shall also comply with and be subject to Section 17 hereof.

16.8 Effect on Developer; Association. The restrictions and limitations set forth in this Section 16 shall not apply to the Developer or to Units owned by the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 16 for good cause shown.

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

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

17.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or the Limited Common Elements as required in this Declaration, or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to suspend voting rights in Association matters or use rights in recreational facilities, to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance and to collect such Assessment and have a lien therefor as elsewhere provided. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions (by force, if necessary), without having committed a trespass or incurred any other liability to the Unit Owner.

17.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of

the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees) as may be awarded by the court.

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

18. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, upon written request to the Association, to:

18.1 Make available for inspection, during normal business hours, or under other reasonable circumstances, the current copies of the Declaration, By-Laws, other rules concerning the Association, and the books, records and financial statements of the Association;

18.2 Receive notice of Association meetings and attend such meetings;

18.3 Receive notice of any delinquency in the payment of assessments or charges owed by a Unit Owner, subject to a first mortgage, which remains uncured for a period of sixty days.

18.4 Receive notice of any condemnation loss or any casualty loss which affects a material portion of the Common Areas or any Unit;

18.5 Receive notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

18.6 Receive notice of outstanding assessments unpaid in respect of a Unit on which such Mortgagee holds a mortgage;

18.7 Receive a financial statement for the immediately preceding fiscal year.

18.8 Receive notice of any proposed action which would require the consent of a specified percentage of Mortgage Holders.

19. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer, its successors and assigns, deemed to be developers under the Florida Condominium Act but no subsequent developer shall be deemed to have assumed the obligations of a prior developer. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, by such Unit Owner, tenant or occupant.

20. Additional Provisions.

20.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing, to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may have been designated by them from time to time, in writing, to the Association. All notices shall be deemed to have been given when mailed in a postpaid prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

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

20.3 Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be a part of the Declaration.

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

20.5 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

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

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

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

20.9 Gender: Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

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

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 2nd day of July, 1984.

Signed, Sealed & Delivered
In the presence of:

Richard E. Soche

Howard L. Williams

GENERAL DEVELOPMENT CORPORATION

BY: [Signature]
C.C. CHURCH
Senior Vice President
(Corporate Seal)

EX 439 PAGE 210

STATE OF FLORIDA)
COUNTY OF DADE)

The foregoing Declaration of Condominium was acknowledged before me this
20th day of July, 1984, by C. E. Trumbo, as Senior Vice
President of General Development Corporation, a Delaware corporation, on behalf of
the Corporation.

Augusta M. Reddy
NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
BONDED THROUGH GENERAL INSURANCE LTD.
MY COMMISSION EXPIRES JULY 24 1996



EXHIBIT 1 TO DECLARATION OF CONDOMINIUM
Midport Place I, A Condominium
Pt. St. Lucie, Florida

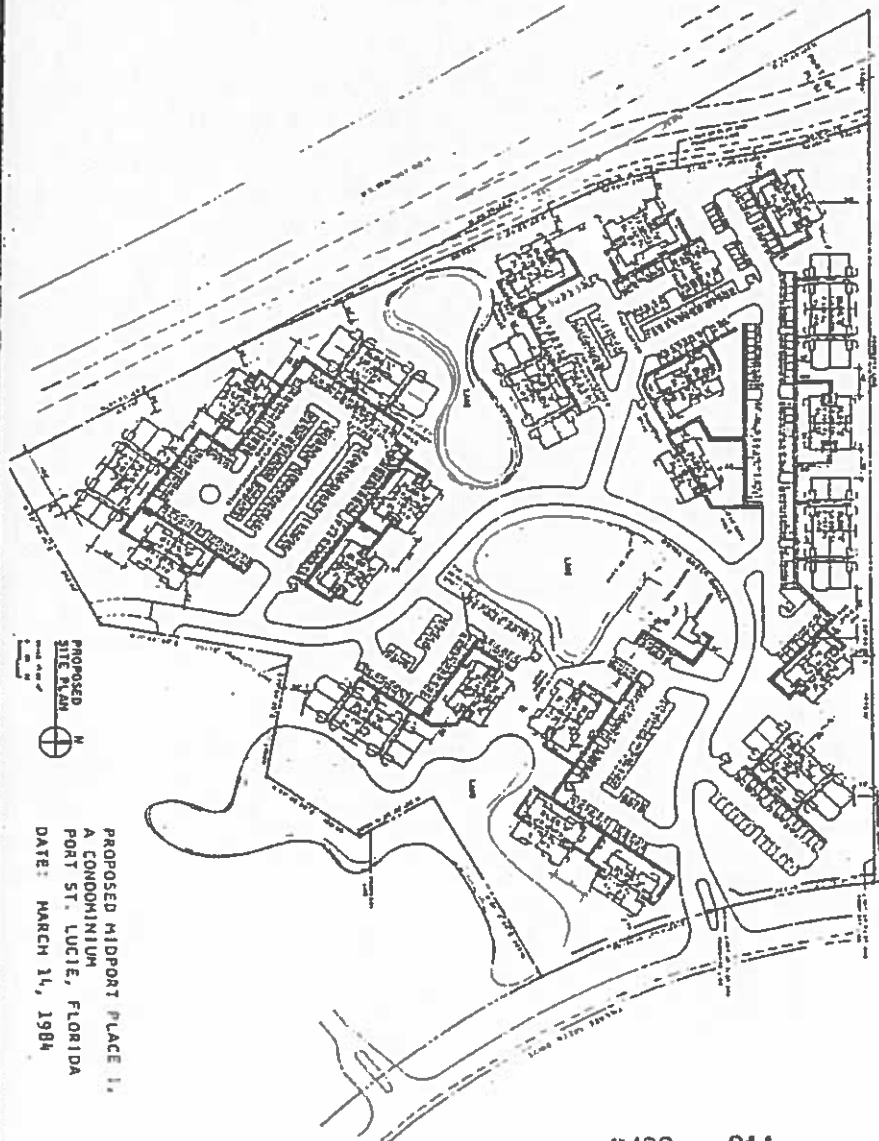
LEGAL DESCRIPTION

Tract A, Port St. Lucie Section Sixty Five, a subdivision according to the Plat thereof, as recorded in Plat Book 23, Page 39, of the Public Records of St. Lucie County, Florida.

EXHIBIT 2 TO DECLARATION OF CONDOMINIUM

Midport Place I, A Condominium
Pt. St. Lucie, Florida

Survey Plot-Plans and Floor Plans



PROPOSED
SITE PLAN

PROPOSED MIDPORT PLACE 1,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 11, 1984

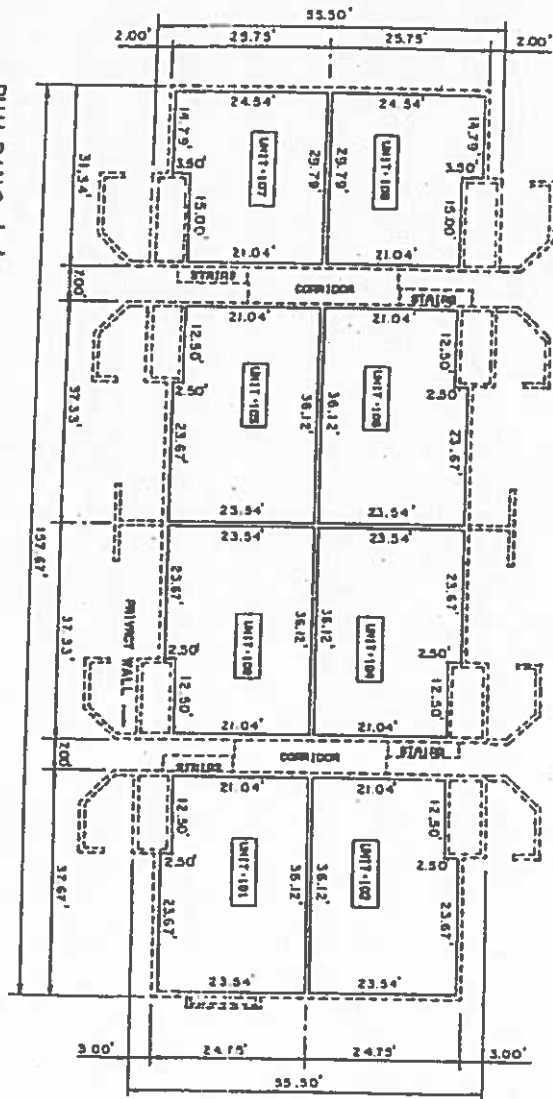
8439 214

PREPARED BY:

GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33131

**BUILDING 'A'
FIRST FLOOR PLAN**

PROPOSED MIDPORT PLACE I,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 14, 1984

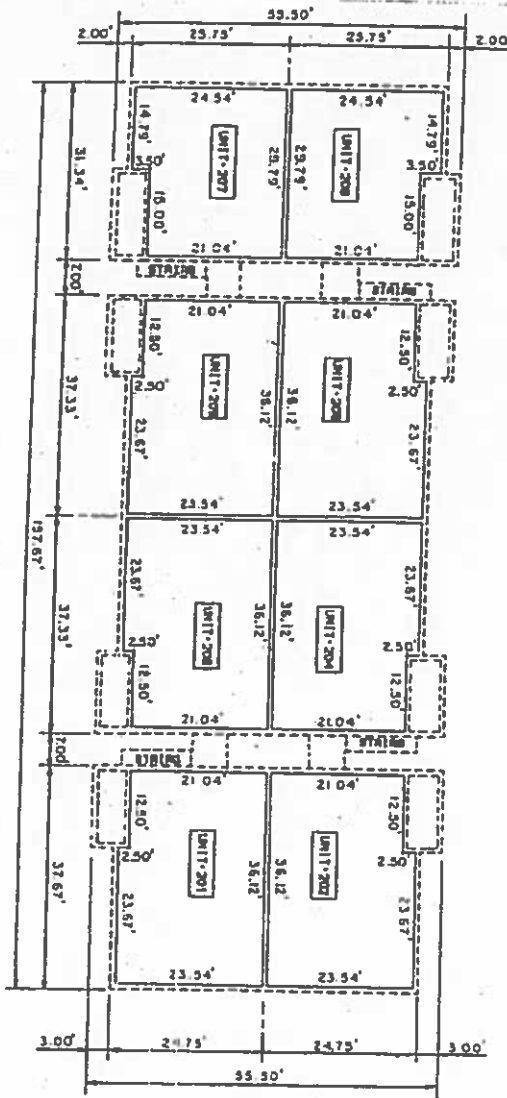


439 215

PREPARED BY:
GENERAL DEVELOPMENT CORP.
PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
1111 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33131

**BUILDING 'A'
SECOND FLOOR PLAN**

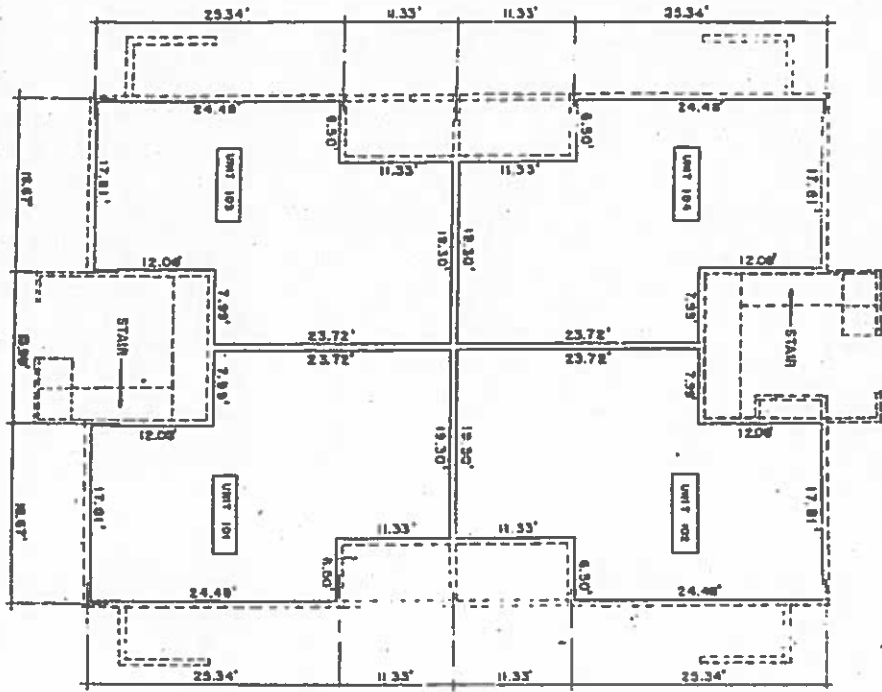
PROPOSED MIDPORT PLACE I,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 14, 1984



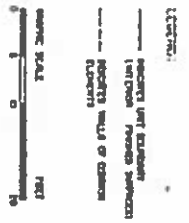
LEGEND:
 --- UNIT FOOTPRINT
 --- UNIT CORRIDOR
 --- STAIRS
 --- BALCONY WALLS OR
 OTHER ELEMENTS
 GRAPHIC SCALE (FEET):
 0 2 4 14 30

PL 439 PAGE 216

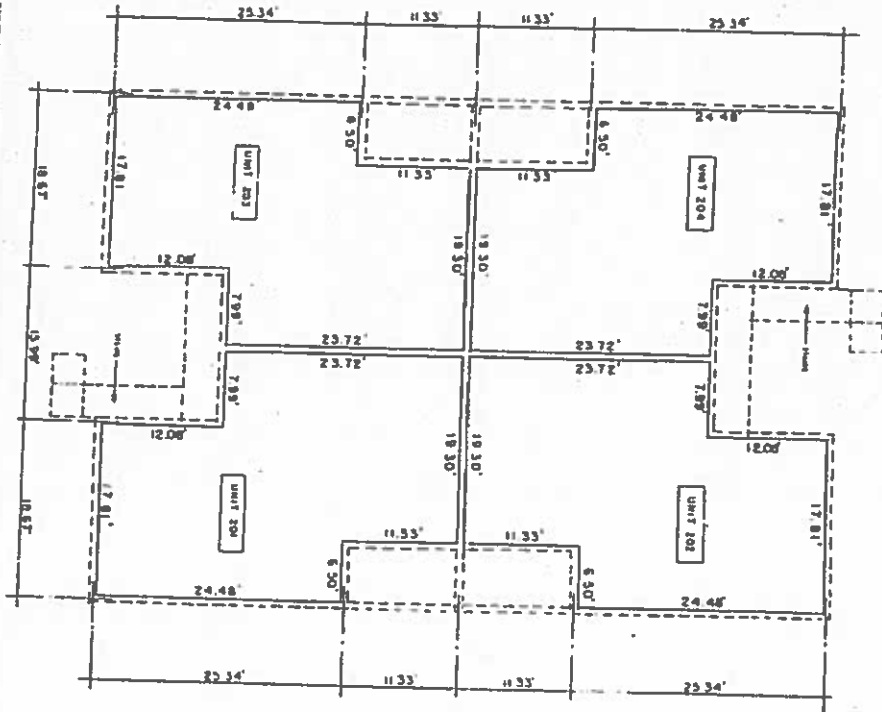
PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131



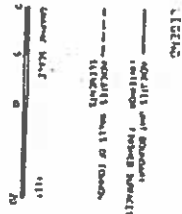
PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984
 BUILDING "B"
 FIRST FLOOR PLAN



PREPARED BY:
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PROPOSED MIDPORT PLACE
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 15, 1982.
 BUILDING "B"
 SECOND FLOOR PLAN

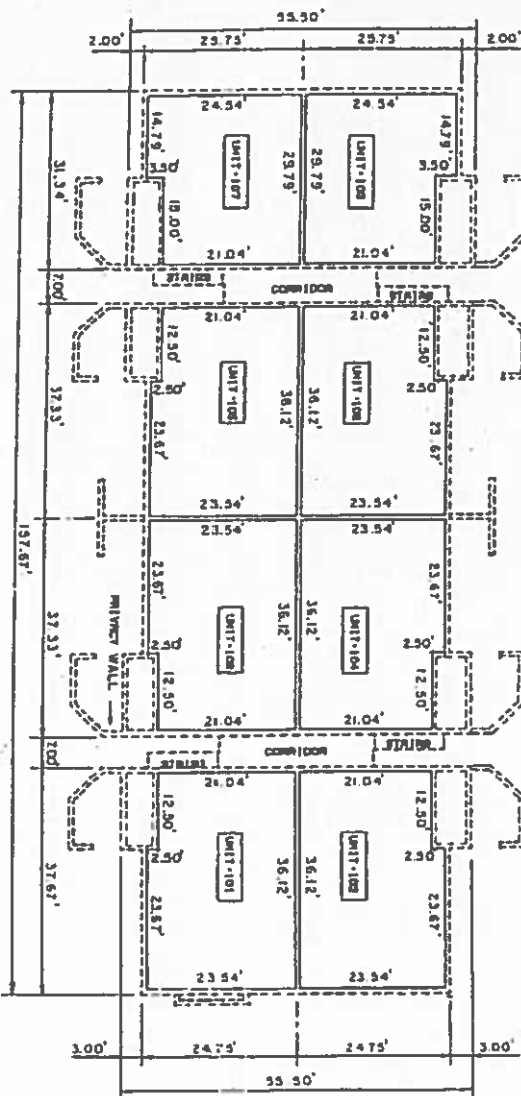


EX 439 PAGE 218

PREPARED BY:
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 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33131

**BUILDING 'C'
FIRST FLOOR PLAN**

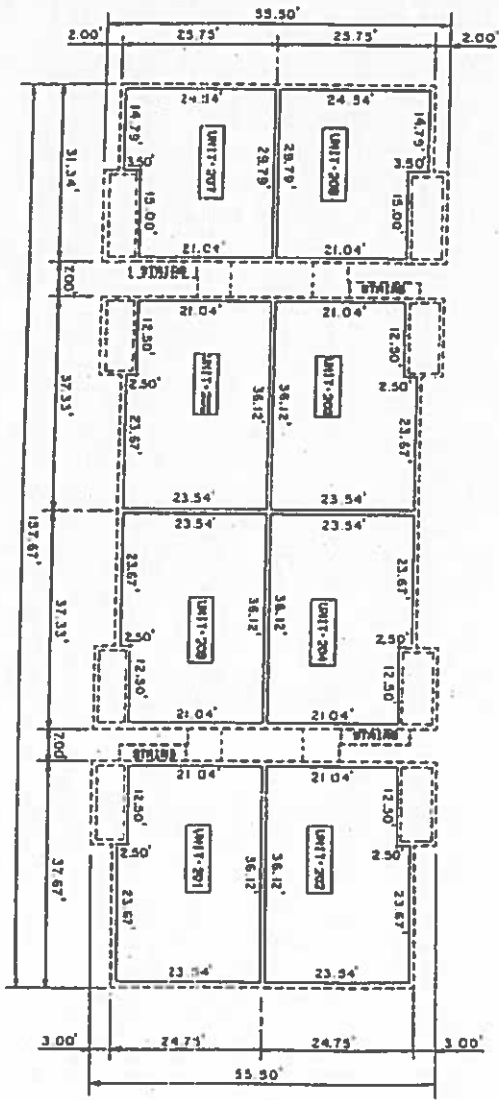
PROPOSED MIDPORT PLACE 1,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 14, 1984



LEGEND
 — UNIT REPORT LIMITATION (DEFINISHED SURFACES)
 - - - - - INDICATES WALLS OF COMMON ELEMENTS
 DIMENSIONS IN FEET
 0 2 4 8 14 20

NO. 439 PAGE 219

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BUILDING 'C'
SECOND FLOOR PLAN

PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1954

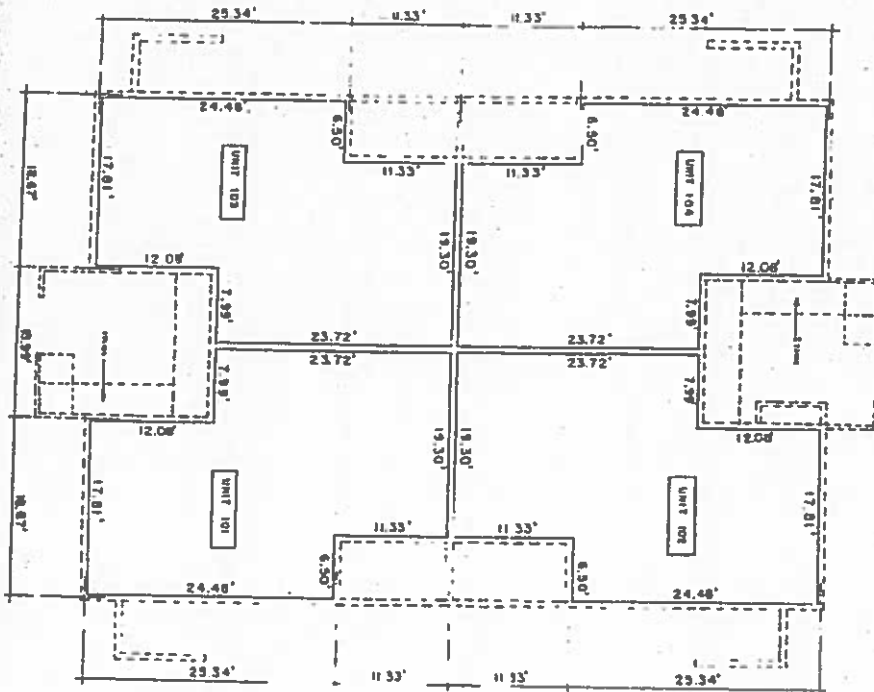
LEGEND

- UNIT BOUNDARY
- - - UNIT INTERIOR UNIT FINISHED SURFACES
- - - UNLOCATED WALLS OF COMMON ELEMENTS

GRAPHIC SCALE (FEET):
 0 2 4 8 14 20

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PREPARED BY:
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 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
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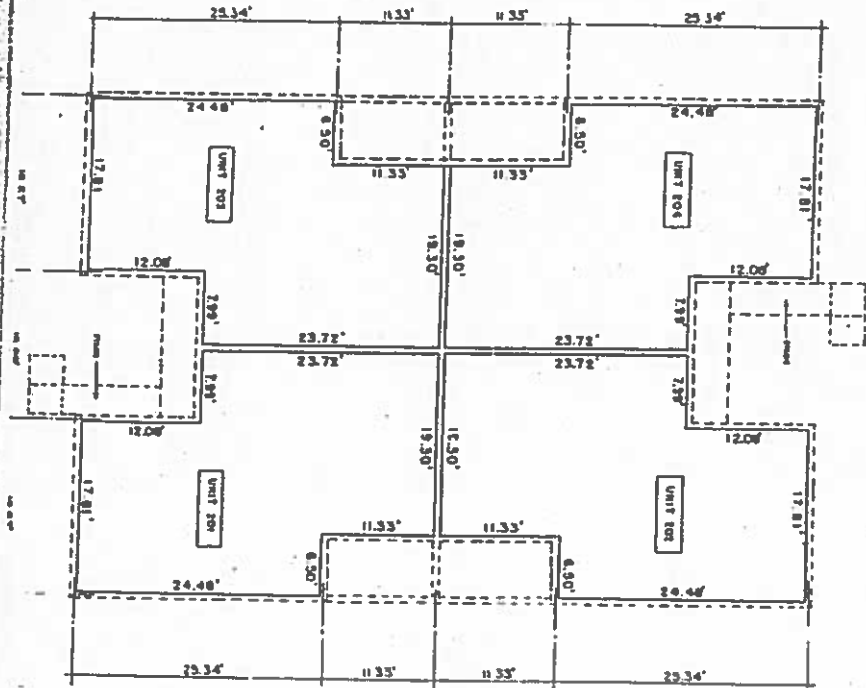


PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984
 BUILDING "D"
 FIRST FLOOR PLAN

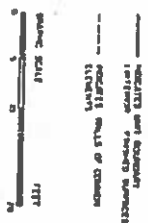
LEGEND:
 - - - - - EXISTING UNIT BOUNDARY
 - - - - - EXISTING (PROPOSED) SERVICE
 - - - - - EXISTING WALLS OR COLUMN
 - - - - - ELEMENTS
 - - - - - DIMENSIONS
 - - - - - FEET
 - - - - - INCHES
 - - - - - FEET
 - - - - - INCHES

BY 439 PAGE 221

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33121



PROPOSED MIDPORT PLACE I,
 A CONDO/PHUD
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1964
 BUILDING "0"
 SECOND FLOOR PLAN

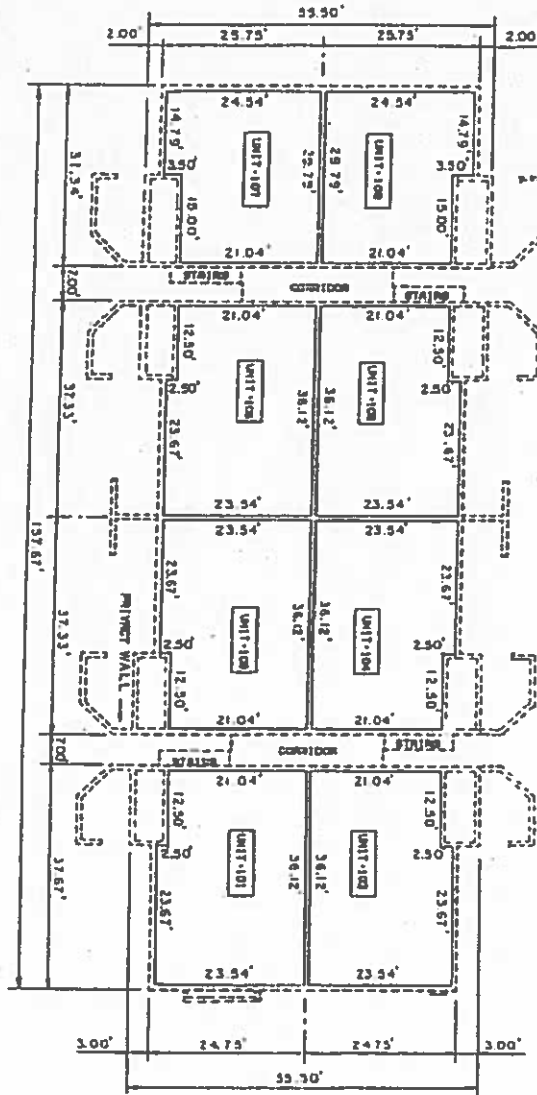


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PREPARED BY:
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 MIAMI, FLORIDA 33131

BUILDING 'E'
FIRST FLOOR PLAN

PROPOSED MIDPORT PLACE I,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 14, 1984



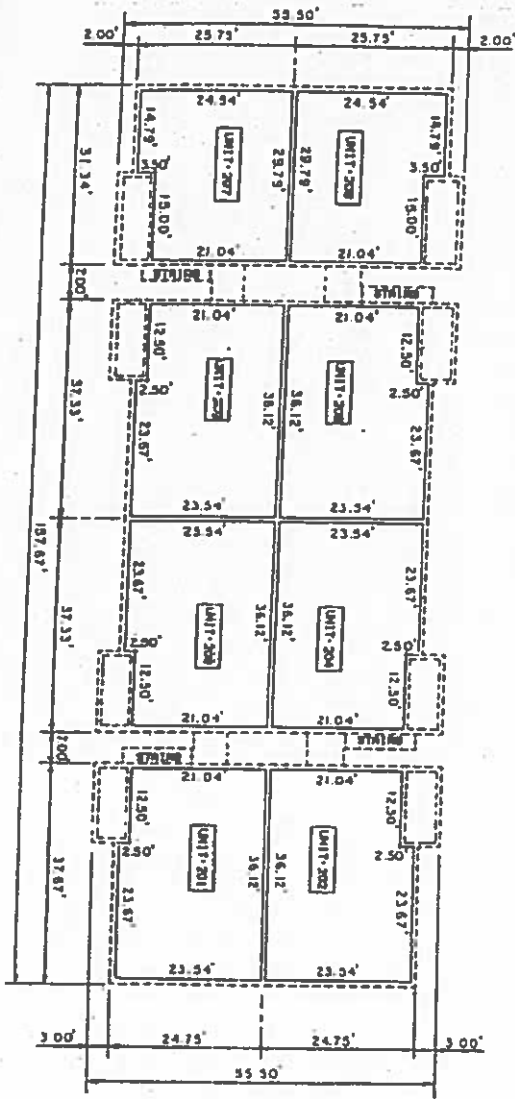
LEGEND
 UNIT OUTLINE (UNFINISHED SURFACES)
 UNFINISHED WALLS OF OTHER FLOORS
 GRAPHIC SCALE (FEET)
 0 2 4 8 16 32

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PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131

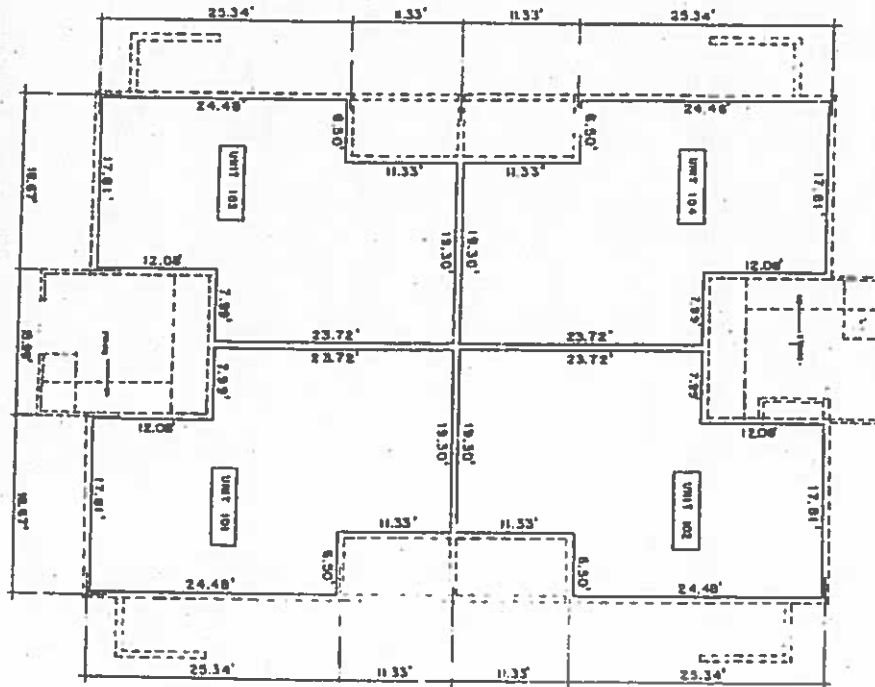
**BUILDING 'E'
SECOND FLOOR PLAN**

PROPOSED MIDPORT PLACE I,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 14, 1984



PL 439 PAGE 224

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 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
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LEGEND:

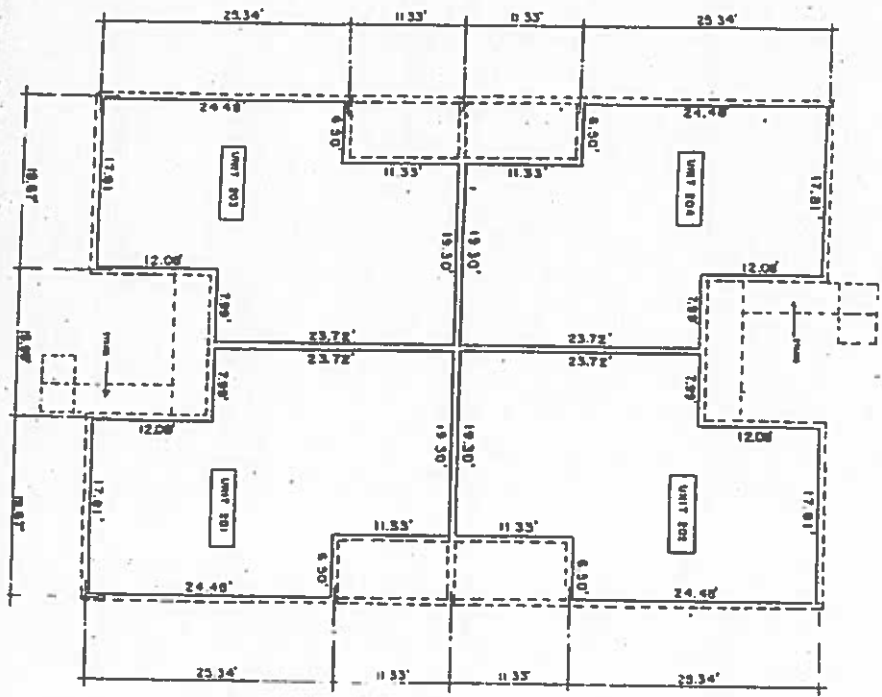
- UNITS UNIT OUTLINE
- INTERIOR FINISH PARTITION
- EXTERIOR WALLS OF COMMON AREAS



PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984

BUILDING "F"
 FIRST FLOOR PLAN

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131

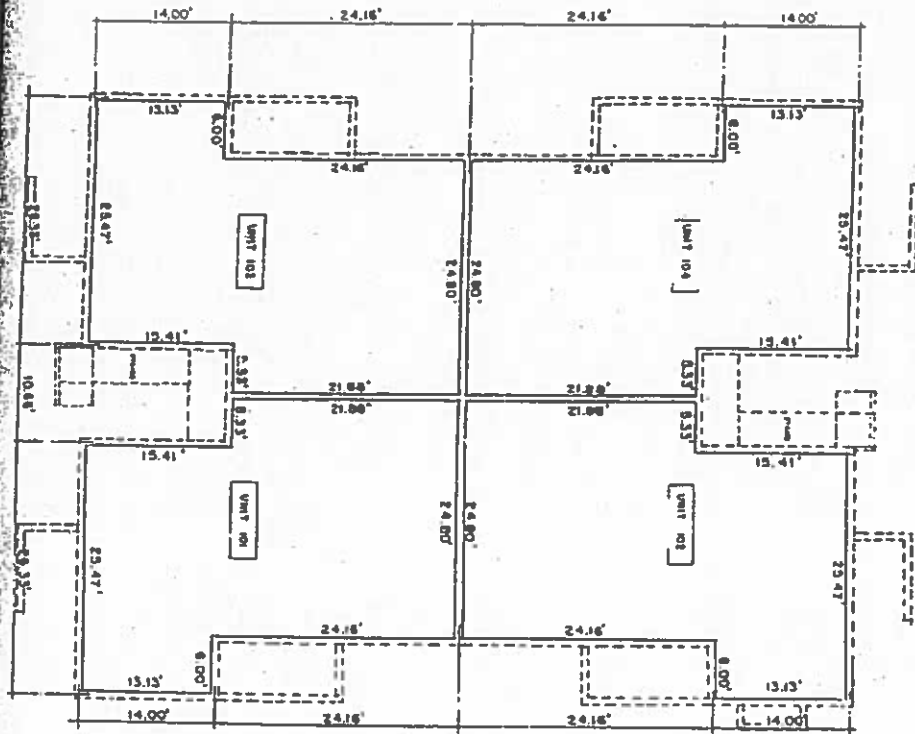


PROPOSED MIDPOINT PLACE I,
 A CONDOMINIUM,
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 11, 1980
 BUILDING "C"
 SECOND FLOOR PLAN

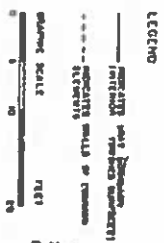
LEGEND
 - - - - - UNIT FOOTPRINT
 - - - - - PARTITION WALLS OR COMMON ELEMENTS
 - - - - - BALCONY WALLS
 - - - - - HALLWAY

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 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
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 MIAMI, FLORIDA 33131

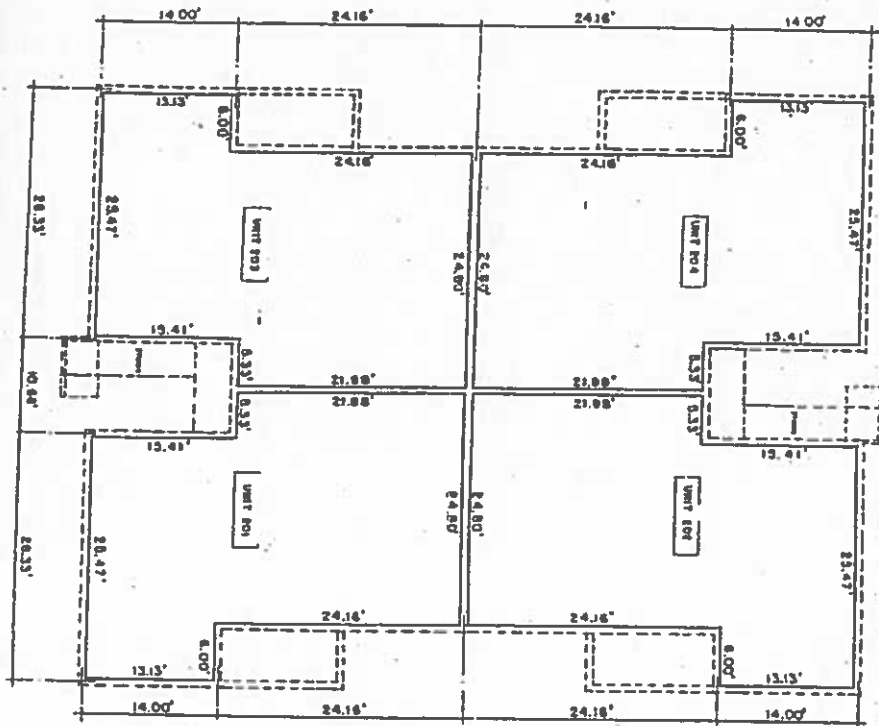


PROPOSED PIPOORT PLACE 1,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 15, 1988
 BUILDING "G"
 FIRST FLOOR PLAN



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 MIAMI, FLORIDA 33131

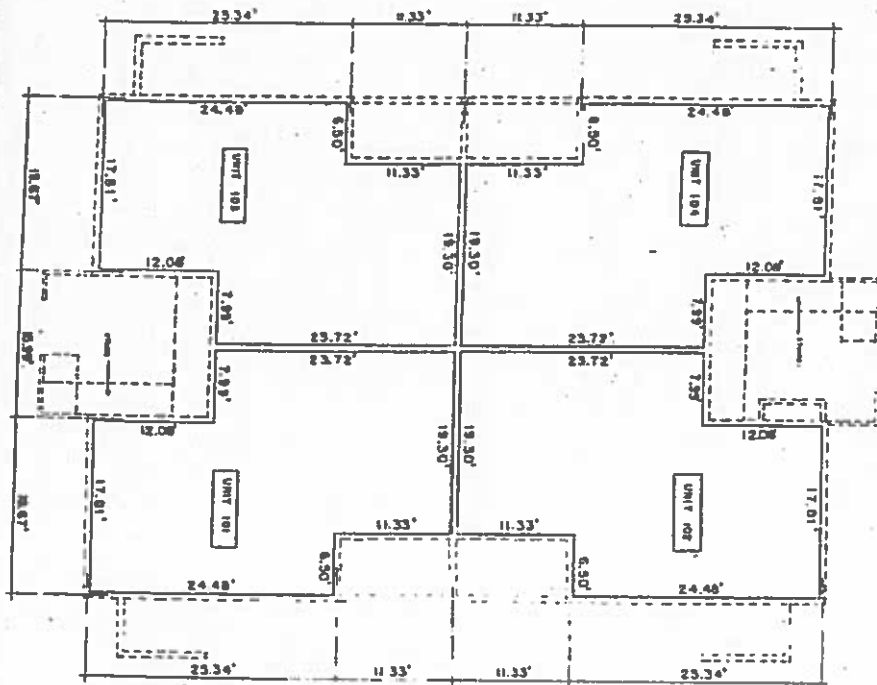


PROJECT: HIDEPOST PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1988
 BUILDING: 6"
 SECOND FLOOR PLAN

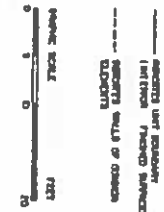


1439 PAGE 228

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 PROJECT DEVELOPMENT DEPT. / HOUSING DIVISION
 1111 SOUTH BAYSHORE COWB
 MIAMI, FLORIDA 33131

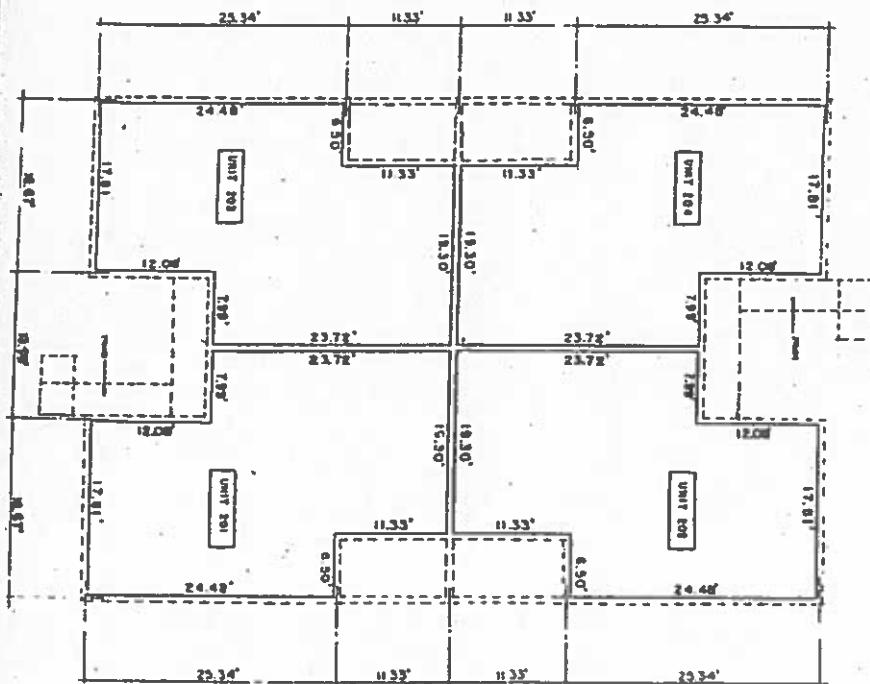


PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 18, 1978
 BUILDING "H"
 FIRST FLOOR PLAN

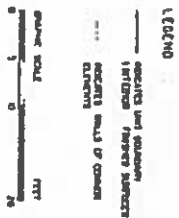


44-139 PAGE 229

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33131

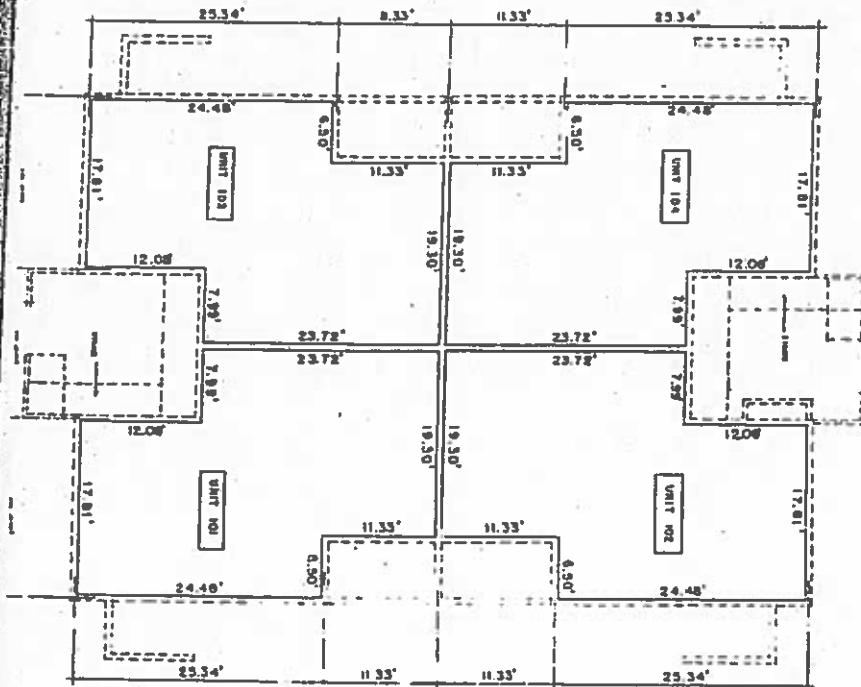


PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 FORT ST. LUCIE, FLORIDA
 DATE: MARCH 23, 1983
 BUILDING "H"
 SECOND FLOOR PLAN

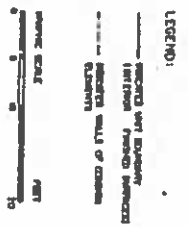


BOOK 439 PAGE 230

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131

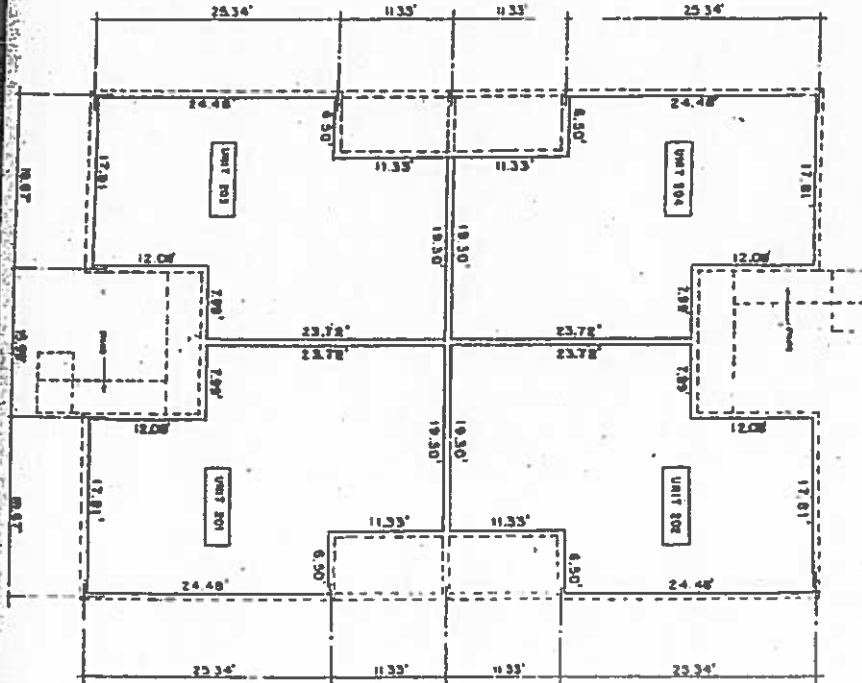


PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 11, 1990
 BUILDING 01-
 FIRST FLOOR PLAN

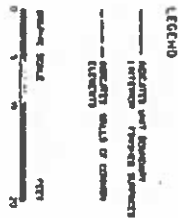


4439 231

PREPARED BY:
GENERAL DEVELOPMENT CORP.
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 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33131

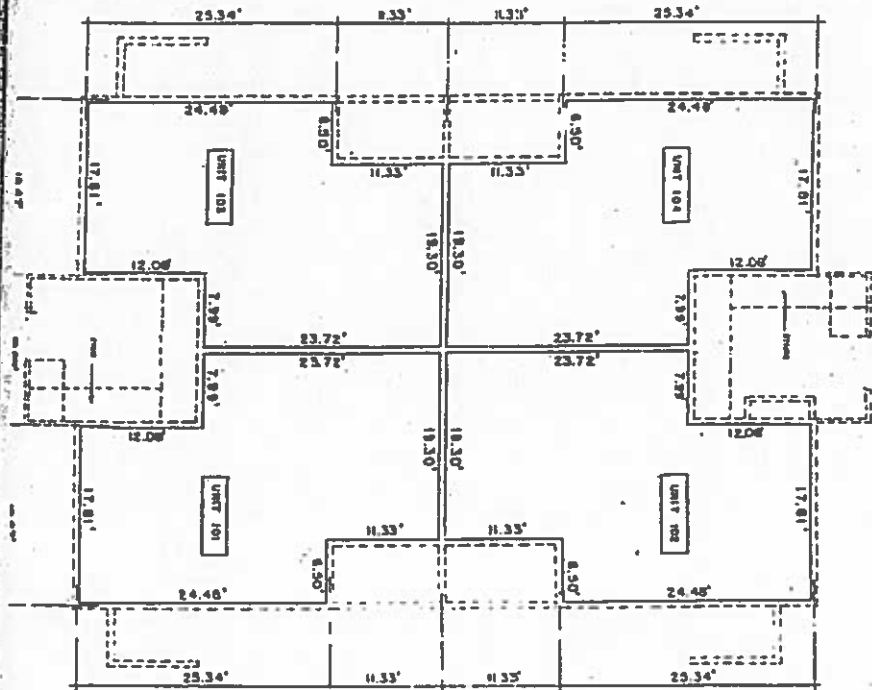


PROPOSED MIDPORT PLACE I
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 19, 1984
BUILDING #1
SECOND FLOOR PLAN



BOOK 439 PAGE 232

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1111 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA 33131



PROPOSED MIDPORT PLACE 1,
 A CONDOMINIUM,
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 18, 1964

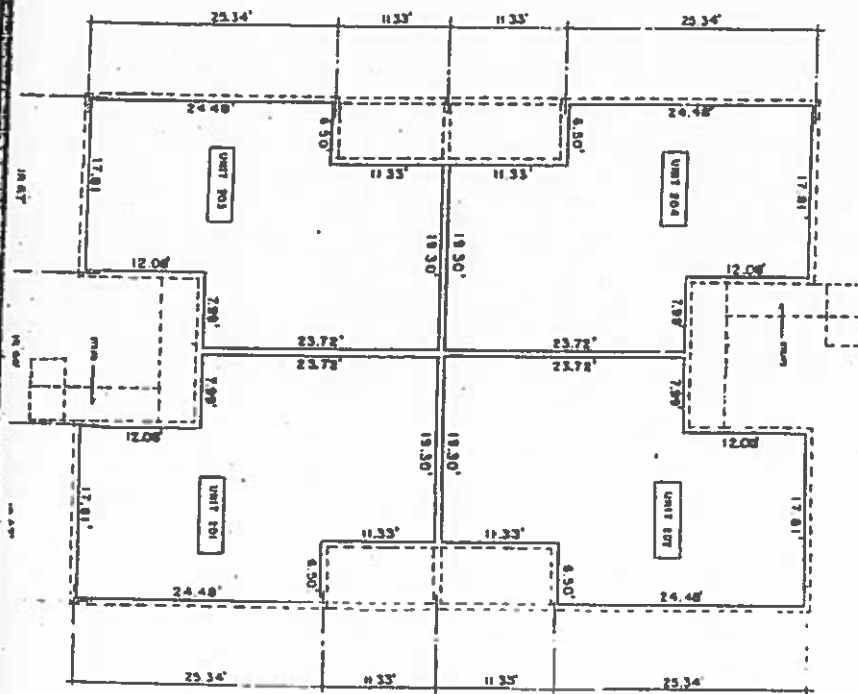
LEGEND:
 - - - - - EXISTING UNIT OUTLINE
 - - - - - EXISTING WINDOW SCHEDULE
 - - - - - EXISTING WALLS OF COMMON
 - - - - - PROPERTY

GRAPHIC SCALE: 1" = 10'

BUILDING: "A"
 FIRST FLOOR PLAN

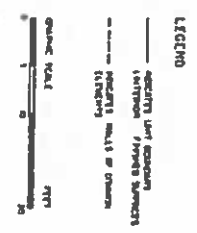
7439 FILE 233

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33121



PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984

BUILDING "J"
 SECOND FLOOR PLAN

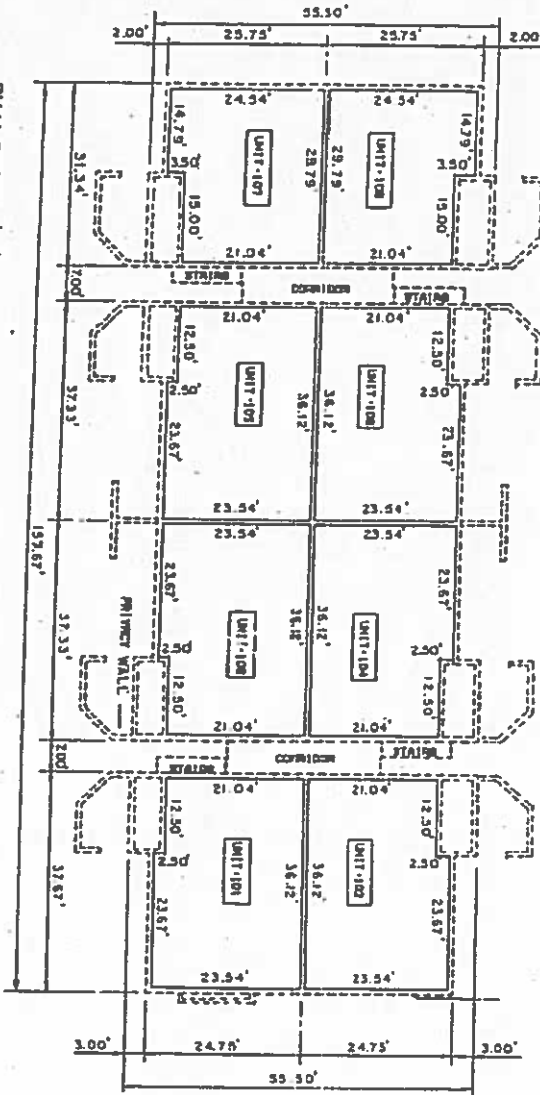


439 PAGE 234

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 1914 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131

PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 19, 1980

**BUILDING 'K'
 FIRST FLOOR PLAN**



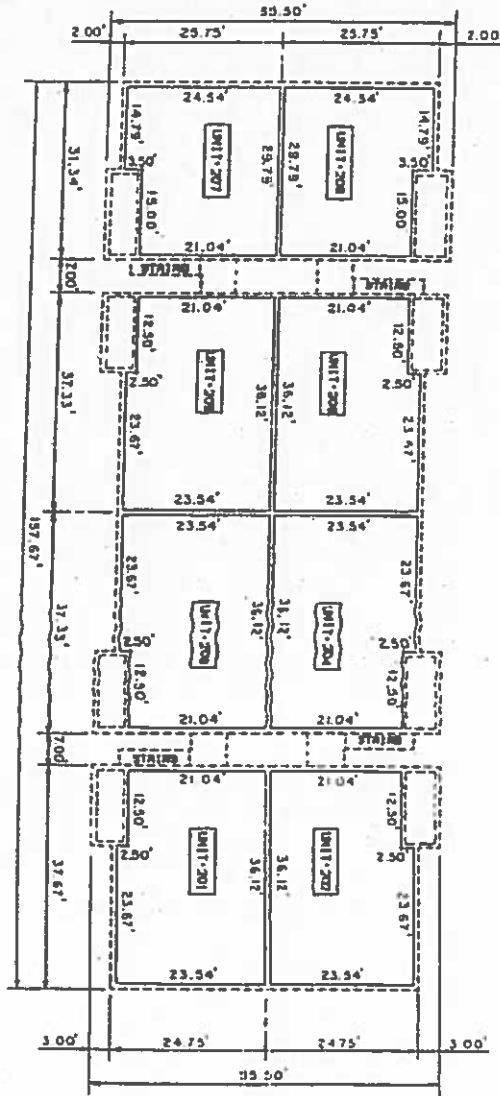
LEGEND
 — UNIT BOUNDARY
 — INTERIOR UTILITIES
 --- HIGHLIGHTS WALLS OF
 COMMON ELEMENTS
 GRAPHIC SCALE (FEET)
 0 2 4 8 14 20

4439 FIG 235

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BUILDING 'K' SECOND FLOOR PLAN

PROPOSED MIDPORT PLACE 1,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 14, 1988



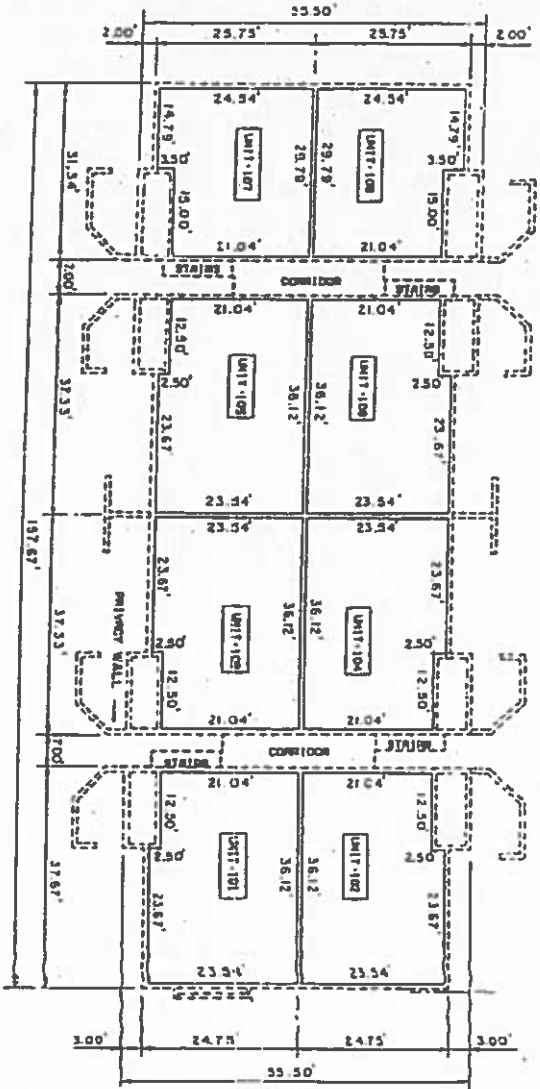
LEGEND:
 --- UNIT BOUNDARY
 - - - - UNIT COMMON ELEMENTS
 - - - - COMMON ELEMENTS
 - - - - COMMON WALLS OR
 COMMON ELEMENTS
 DIMENSIONS IN FEET
 0 2 4 6 8 10 20

4439 PAGE 236

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BUILDING 'L' FIRST FLOOR PLAN

PROPOSED MIDPORT PLACE 1,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 14, 1988



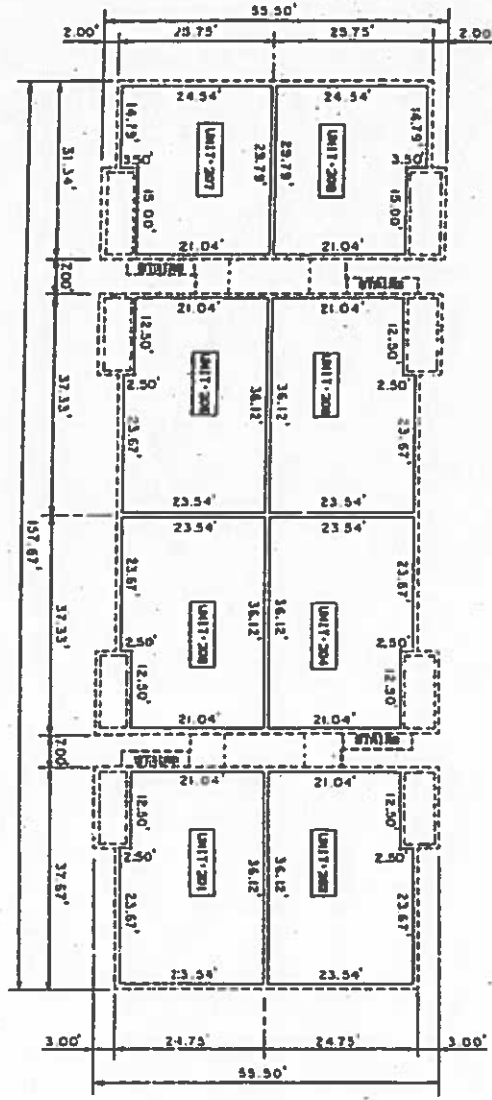
LEGEND:
 --- UNIT BOUNDARY
 --- UNIT OR UNFINISHED SURFACES
 --- UNFINISHED WALLS OF COMMON ELEMENTS
 --- FINISHED WALLS OF COMMON ELEMENTS
 --- OPENING SCALE (FEET)
 0 2 4 8 14 20 30

2139 PAGE 237

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 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH SAYSHORE DRIVE MIAMI, FLORIDA 33131

**BUILDING 'L'
SECOND FLOOR PLAN**

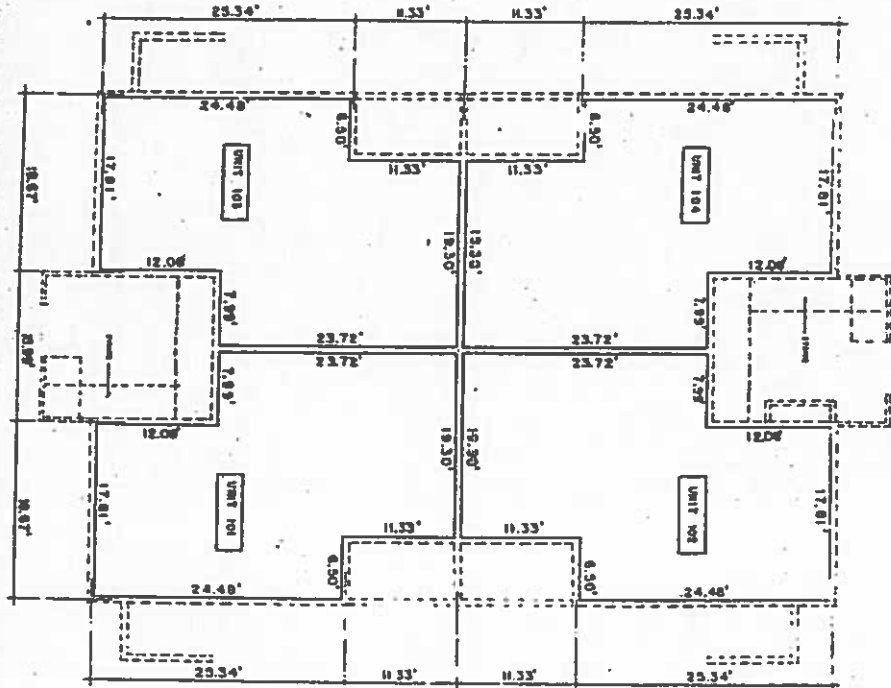
PROPOSED HICFURT PLACE 1,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 21, 1992



LEGEND
 UNIT BOUNDARY
 UNIT FLOOR FINISHED
 INDICATED WALLS OF
 COMMON ELEMENTS
 GRAPHIC SCALE (FEET)
 0 2 5 10 20

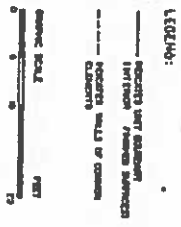
439 PAGE 238

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 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33131



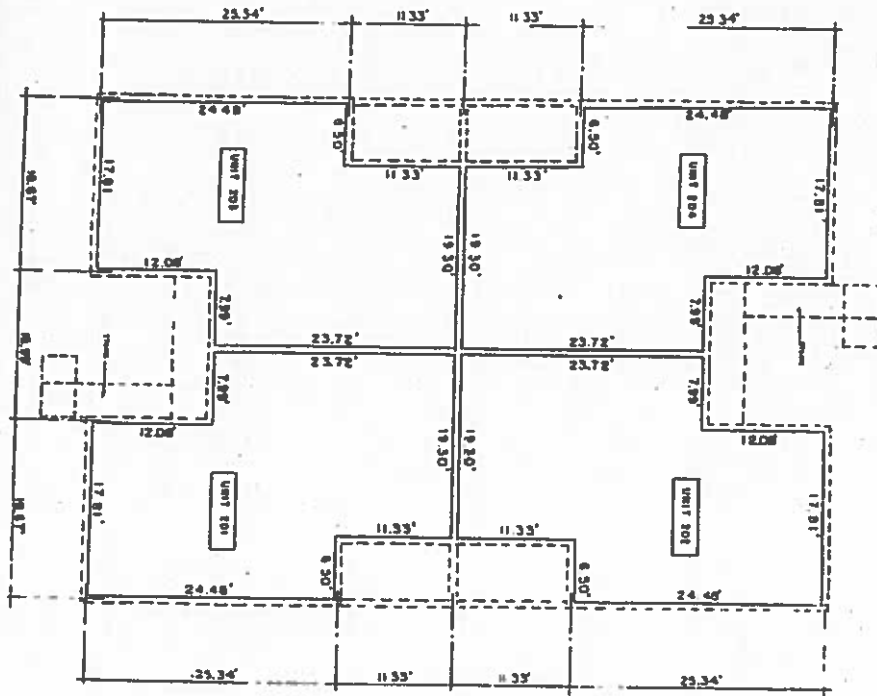
PROPOSED MIDPORT PLACE 1,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984

BUILDING "M"
 FIRST FLOOR PLAN



BOOK 439 PAGE 239

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PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 23, 1982
 BUILDING "B"
 SECOND FLOOR PLAN

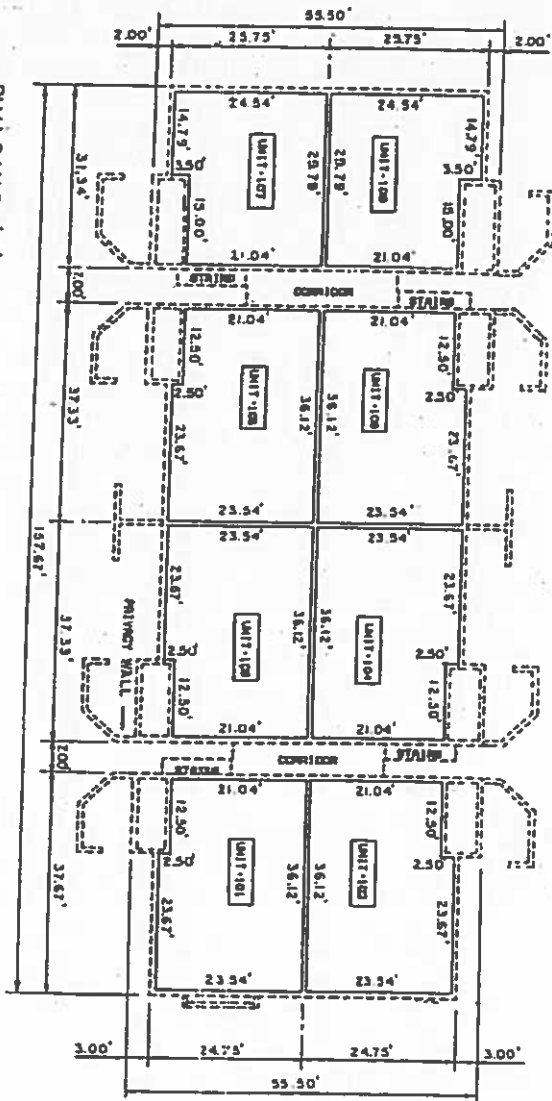
LEGEND:
 --- UNIT BOUNDARY
 - - - - - STRUCTURE (WALLS, COLUMNS, STAIRS)
 --- PROPERTY BOUNDARY
 --- EXISTING WALLS OR COLUMNS
 --- EXISTING STAIRS

SCALE: 1" = 8'-0"
 DATE: 1982

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 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131

BUILDING 'N' FIRST FLOOR PLAN

PROPOSED MIDPORT PLACE 1,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 14, 1984



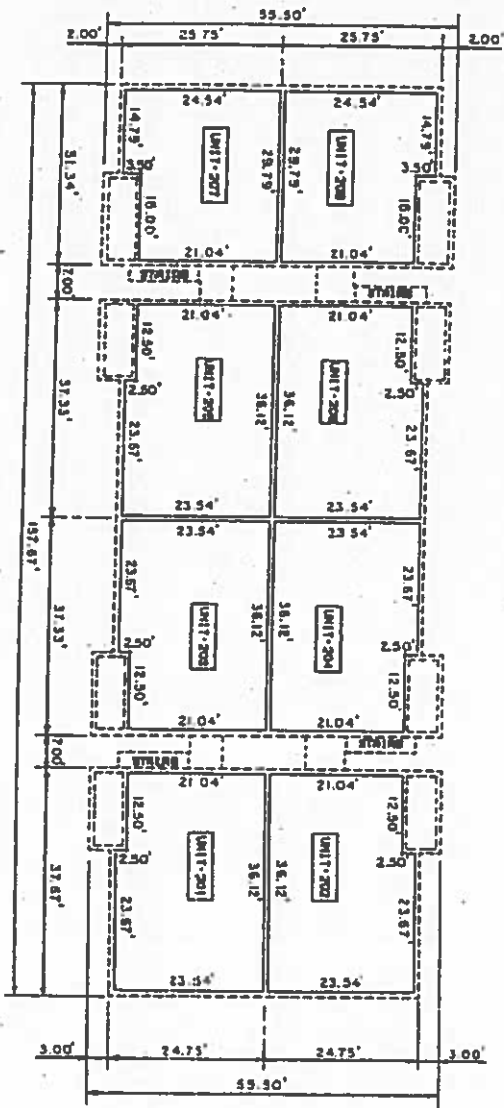
LEGEND

- UNIT OUTLINE (LIMITATION USE IN RED)
- - - INDICATE WALLS OF COMMON ELEMENTS
- 0.2 8 14 30 GRAPHIC SCALE (FEET)

FIG 439 PAGE 241

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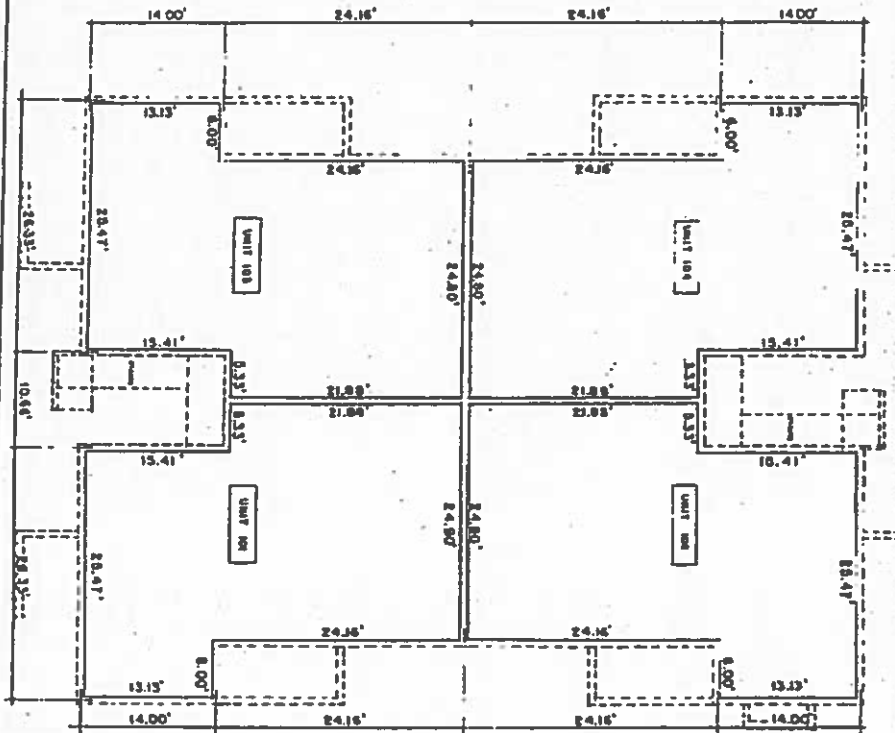
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33131



PROPOSED MIDPORT PLACE I,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 14, 1984

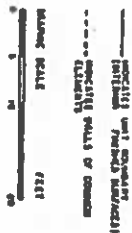
**BUILDING 'N'
SECOND FLOOR PLAN**

LEGEND:
--- UNIT BOUNDARY
--- UNIT COMMON AREAS
--- UNITS COMMON AREAS
--- UNITS COMMON AREAS
--- UNITS COMMON AREAS
GRAPHIC SCALE (FEET)
0 2 4 8 14 30



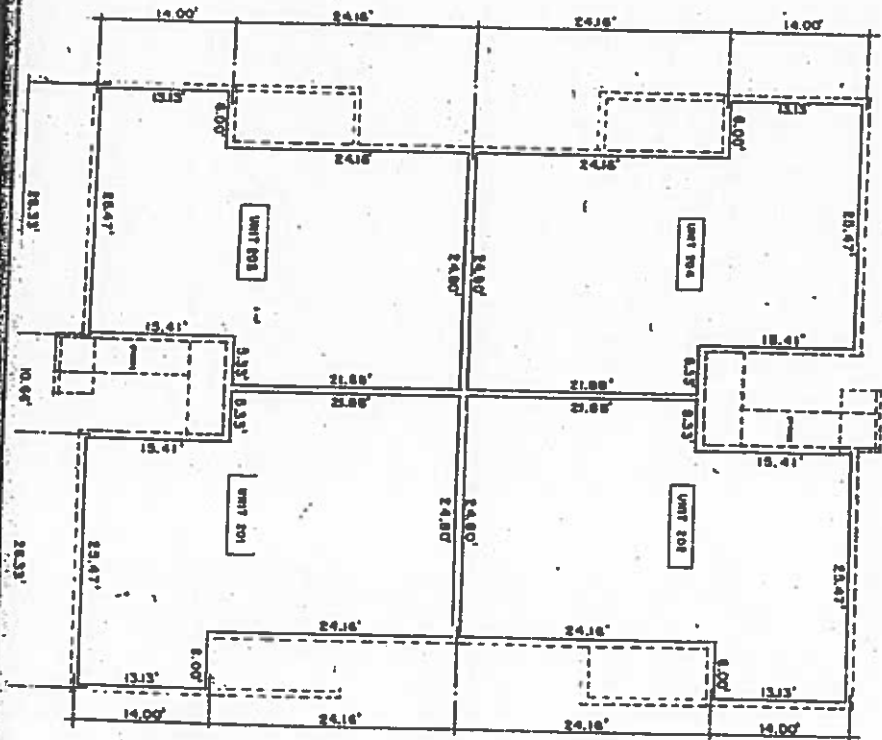
PROPOSED MIDPORT PLACE I,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 14, 1984

BUILDING "0"
FIRST FLOOR PLAN



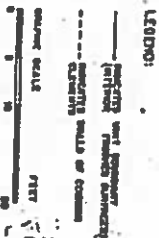
322439 PAGE 243

PREPARED BY:
GENERAL DEVELOPMENT CORP.
PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131



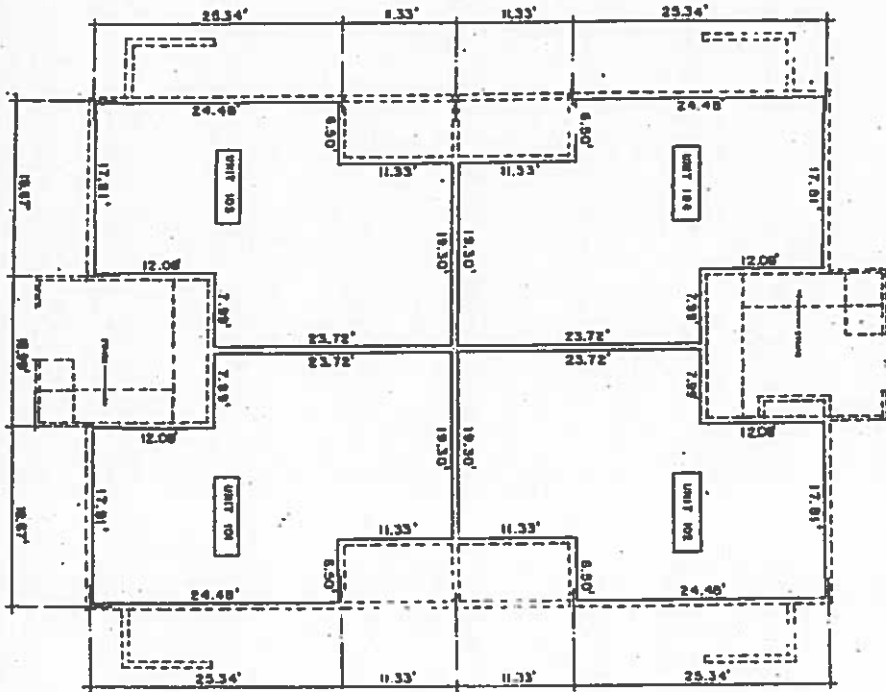
PROPOSED MIDPORT PLACE I
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984

BUILDING '01
 SECOND FLOOR PLAN

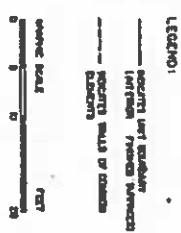


SECTION 139 PAGE 244

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33131

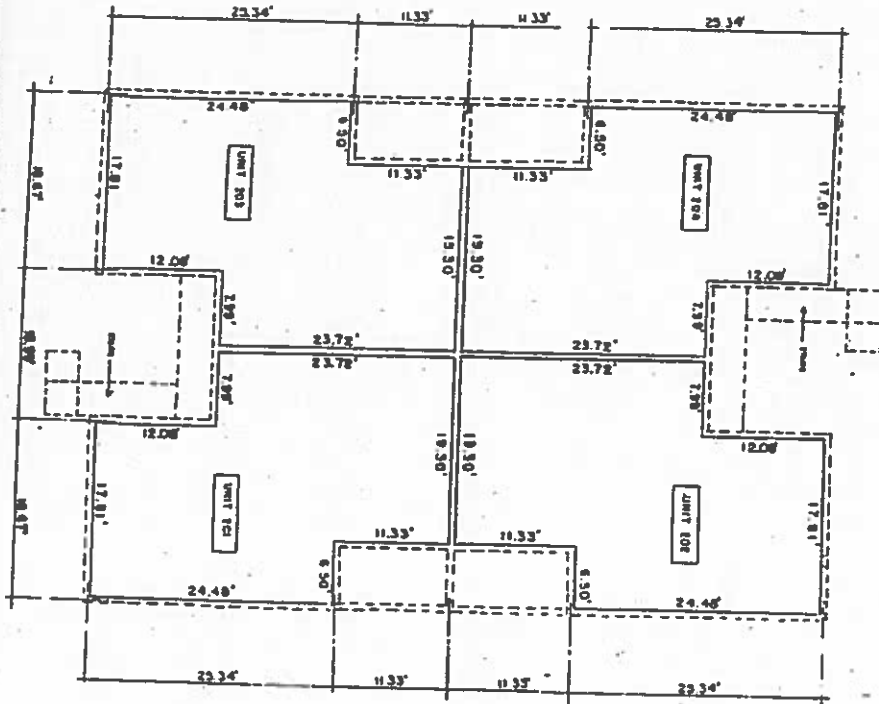


PROPOSED MIDPORT PLACE 1,
 A CONDOMINIUM,
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984
 BUILDING "P"
 FIRST FLOOR PLAN



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 MIAMI, FLORIDA 33131



LEGEND

- structural wall columns
- structural beams
- structural walls of common elements
- structural walls of units


SCALE

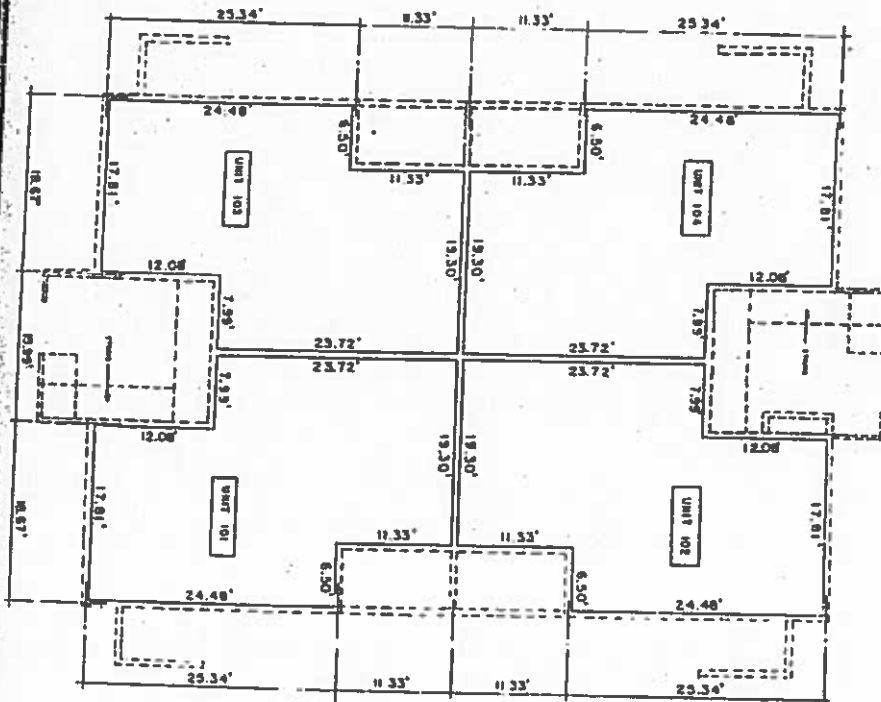
1" = 1'-0"

**PROPOSED MIDPORT PLACE I,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 24, 1988**

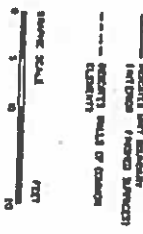
**BUILDING "A"
SECOND FLOOR PLAN**

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PREPARED BY:
 **GENERAL DEVELOPMENT CORP.**
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33131

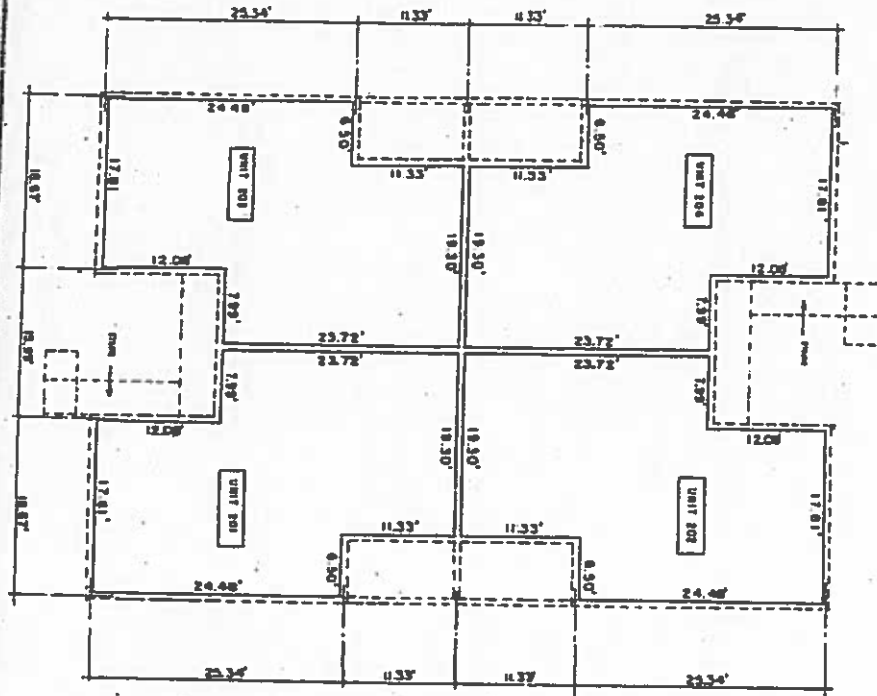


PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 18, 1988
 BUILDING "A"
 FIRST FLOOR PLAN

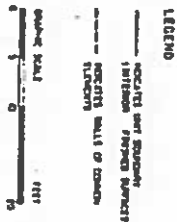


M 439 247

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33121



PROPOSED MIDPORT PLACE I,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 14, 1988
BUILDING "0"
SECOND FLOOR PLAN

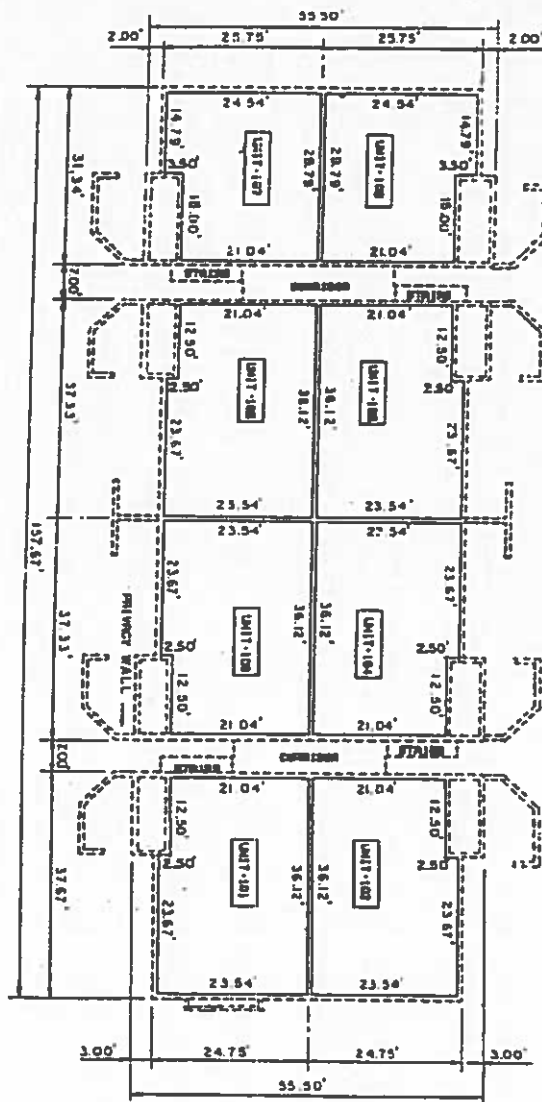


PREPARED BY: **GENERAL DEVELOPMENT CORP.**
PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131

EX-439 PAGE 248

**BUILDING 'R'
FIRST FLOOR PLAN**

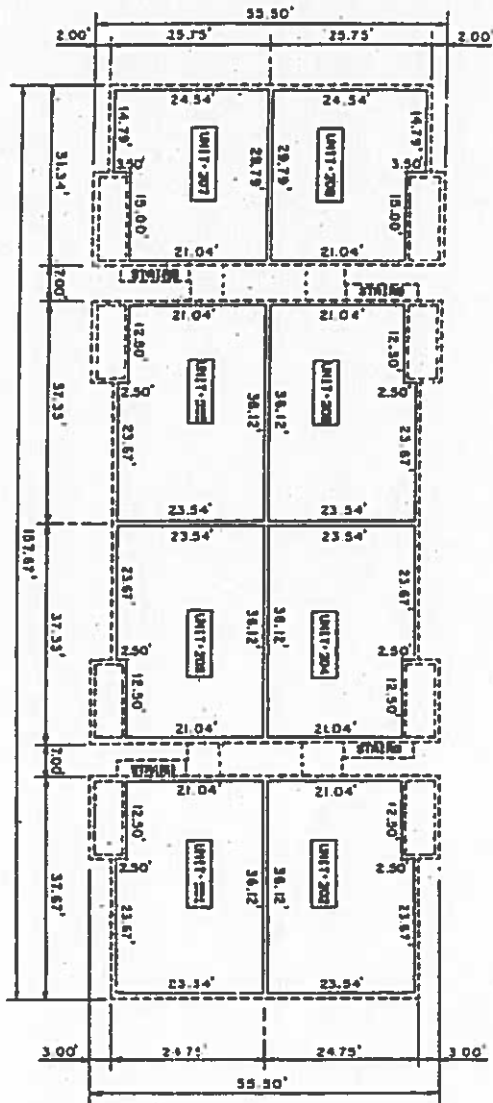
PROPOSED HILDFORT PLACE 1,
A CONDOMINIUM
PORT ST. LUCIE, FLORIDA
DATE: MARCH 14, 1988



LEGEND:
 — UNIT BOUNDARY
 - - - PARTITION UNFINISHED
 --- HOLDOVER WALLS OR
 COMMON ELEMENTS
 --- OPENING DOORS (FEET)
 0 2 4 14 30

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PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33131



BUILDING 'R'
SECOND FLOOR PLAN

PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984

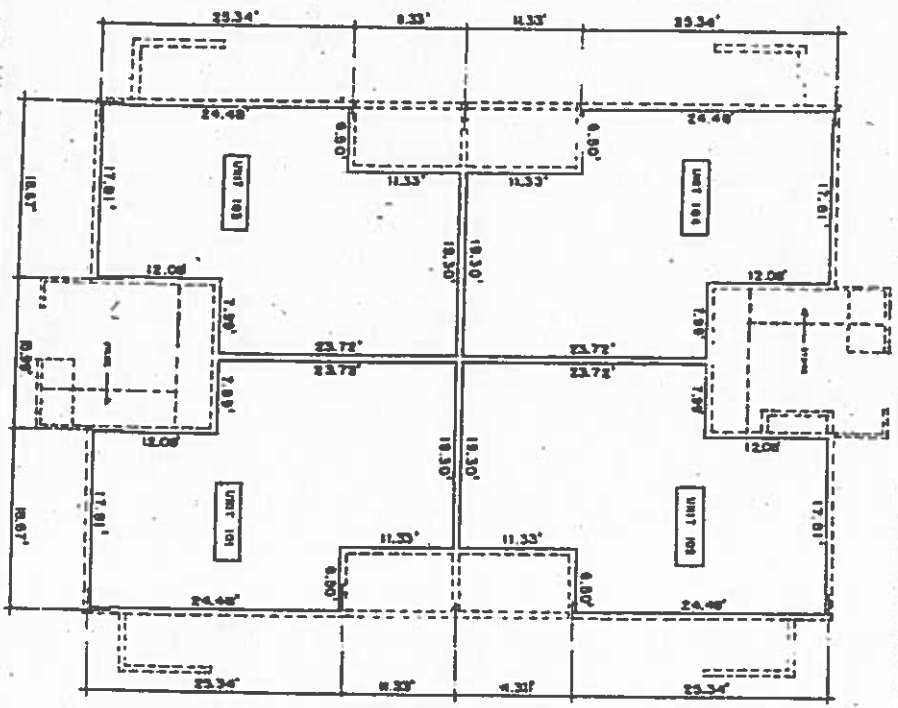
LEGEND

- UNIT FOOTPRINT (INDICATED BY UNITS)
- UNITS (INDICATED BY UNITS)
- INDICATED WALLS OF COMMON ELEMENTS

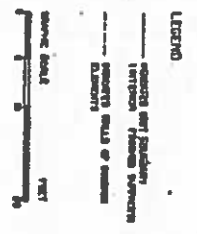
SPACING DIMS (FEET)
 0 2 4 8 16 32

PREPARED BY: **GENERAL DEVELOPMENT CORP.**
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131

PR 439 PAGE 250
 BOOK

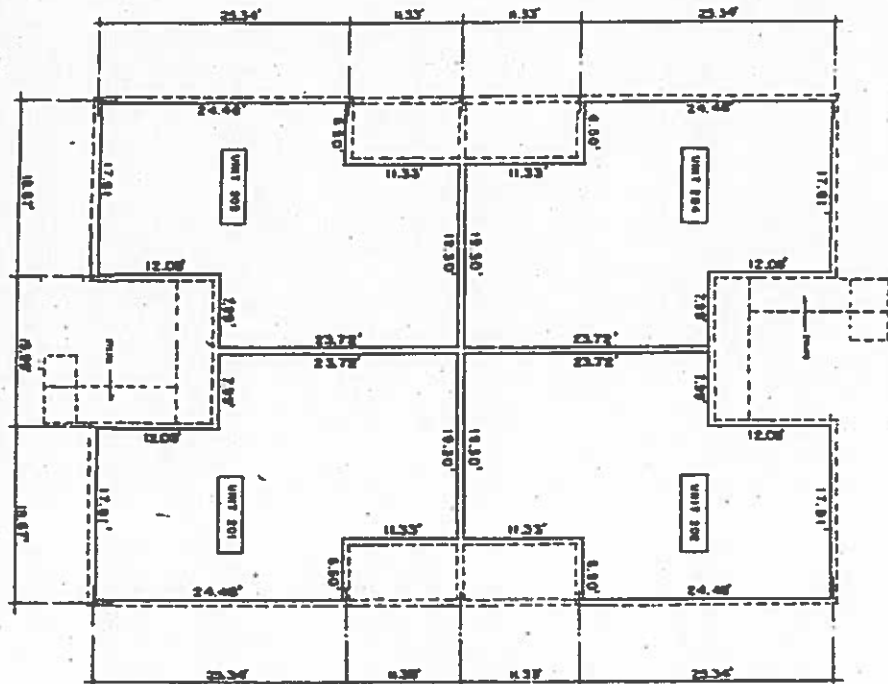


PROPOSED AIRPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984
 BUILDING "3"
 FIRST FLOOR PLAN



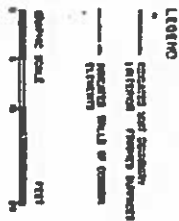
PREPARED BY: **GENERAL DEVELOPMENT CORP.**
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1117 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33121

CPA 439 PAGE 251



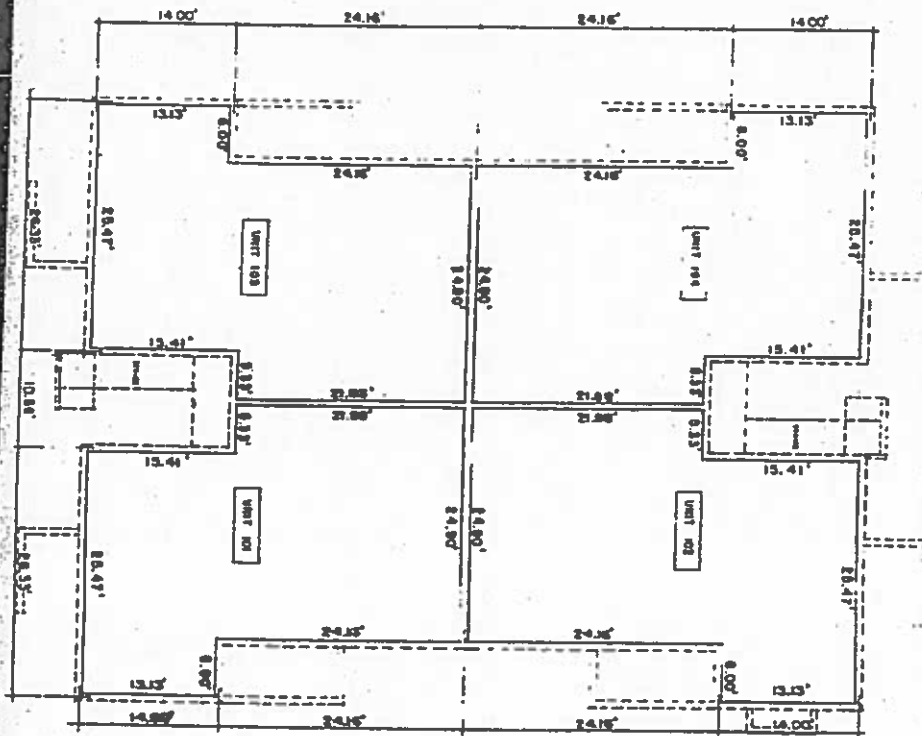
PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 4 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1981

BUILDING 3
 SECOND FLOOR PLAN



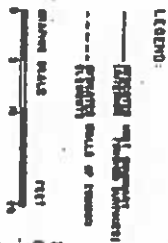
BOOK 439 PAGE 252

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131



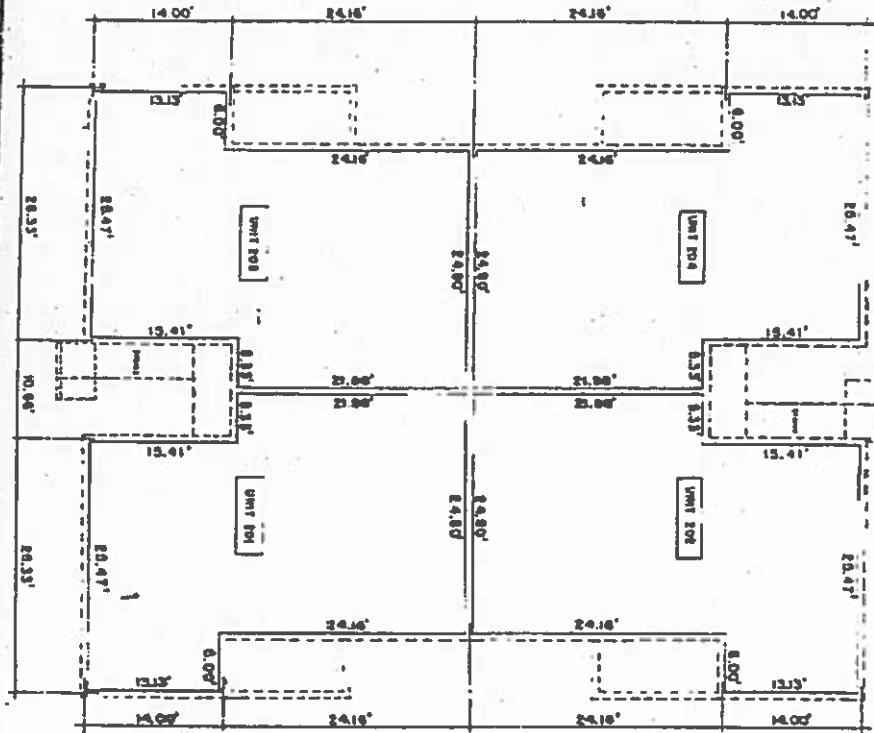
PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984

BUILDING "T"
 FIRST FLOOR PLAN



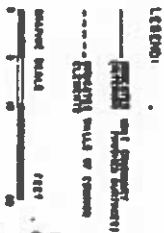
PL 439 PAGE 253

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33131



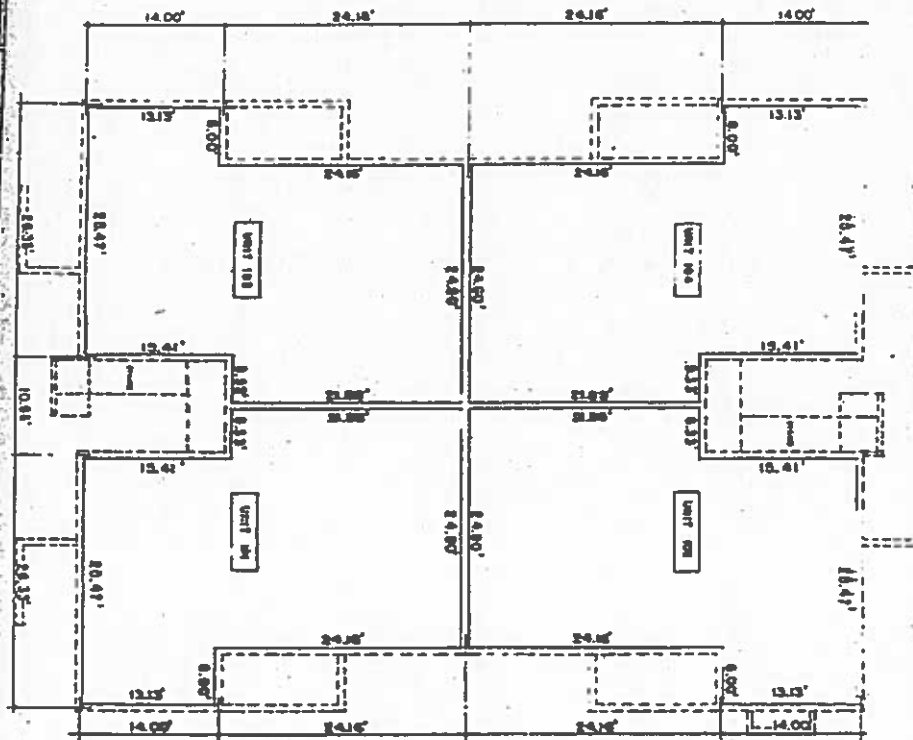
PROPOSED HILPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984

BUILDING "A"
 SECOND FLOOR PLAN



439 PAGE 254

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131



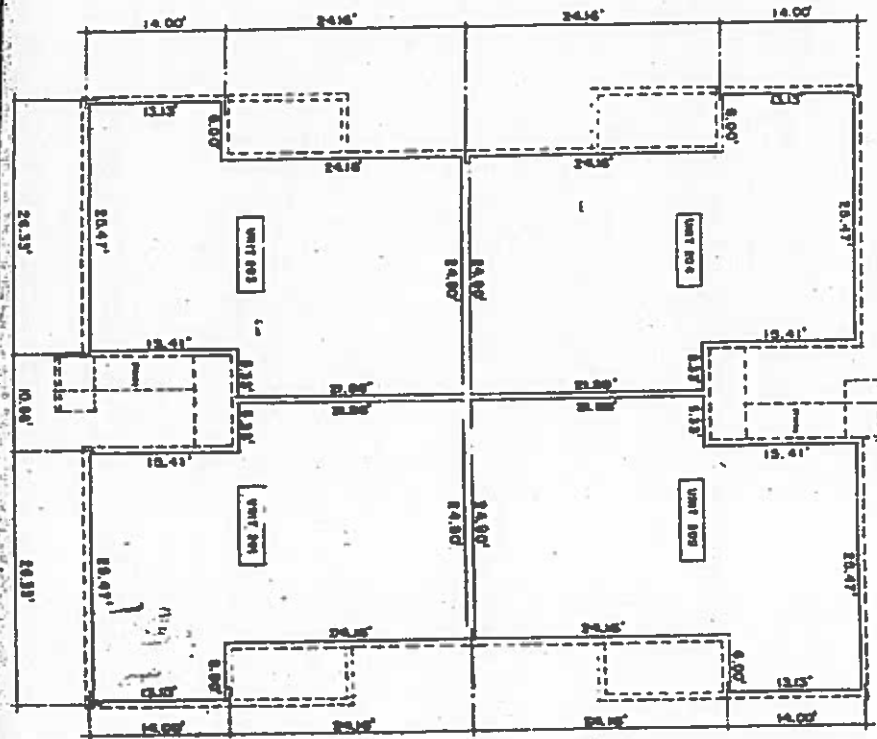
PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984

BUILDING "U"
 FIRST FLOOR PLAN



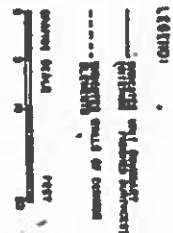
BLK 139 PAGE 255

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33131



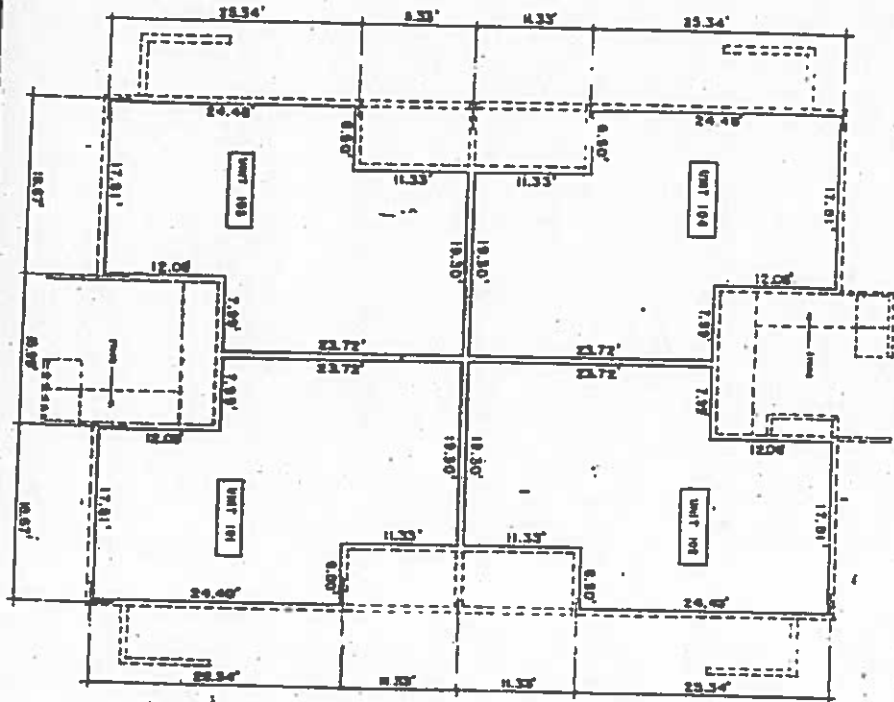
PROPOSED MIDPORT PLACE
 A CONDOMINIUM
 POAK ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984

BUILDING "G"
 SECOND FLOOR PLAN



1439 PAGE 256

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131



PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1968

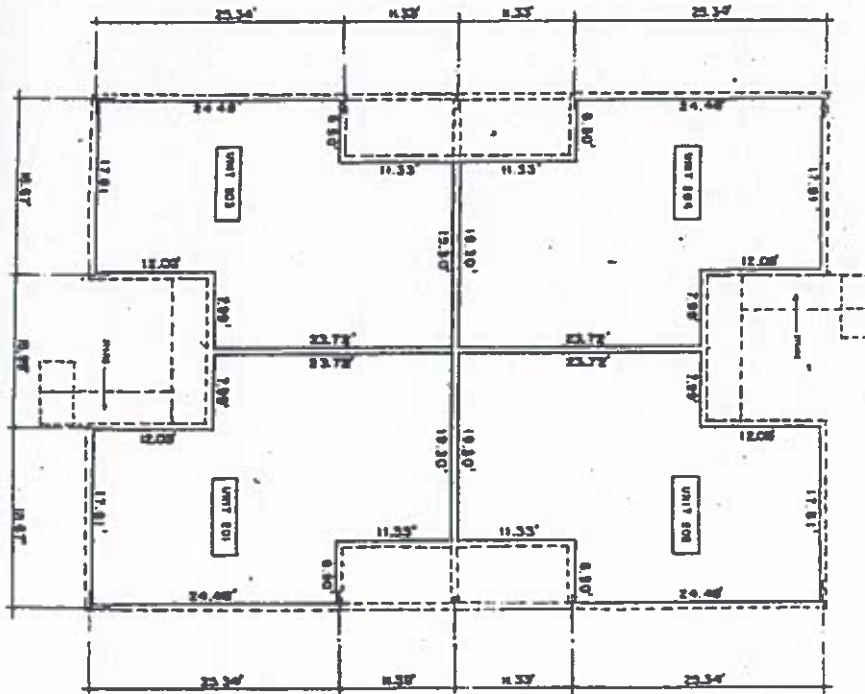
LEGEND:
 --- PROPOSED UNIT OUTLINES
 - - - - - EXISTING FOUNDATIONS
 - - - - - STRUCTURAL WALLS OR COLUMNS
 - - - - - STAIRWAYS

SCALE: 1" = 1'

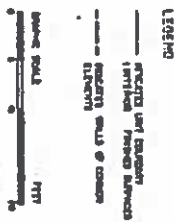
BUILDING "A"
 FIRST FLOOR PLAN

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE
 MIAMI, FLORIDA 33131

FIG. 439 PAGE 257

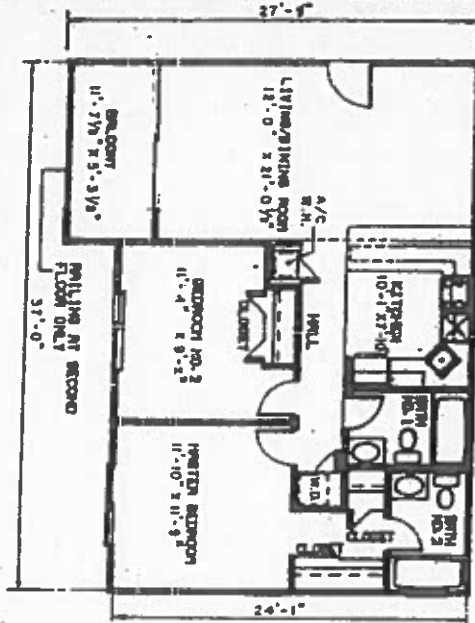


PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984
 BUILDING "A"
 SECOND FLOOR PLAN



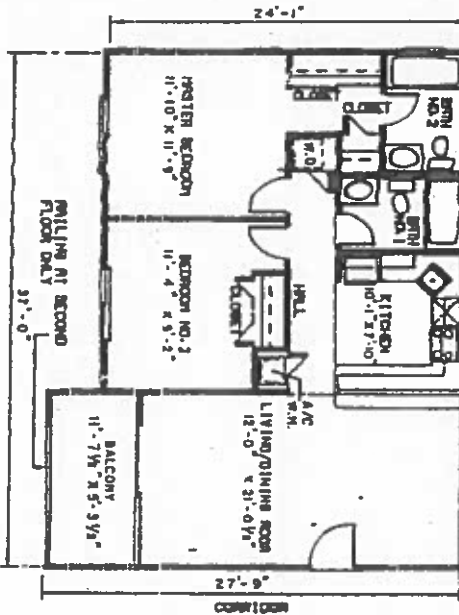
3439 PAGE 258

PREPARED BY:
GENERAL DEVELOPMENT CORP.
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131



**FLOOR PLAN
TWO BEDROOM UNIT-REVERSED**

PROPOSED MIDPOINT PLACE I,
CORPORATION
1111 SOUTH BAYSHORE DRIVE
MIAMI, FLORIDA
DATE: MARCH 10, 1968

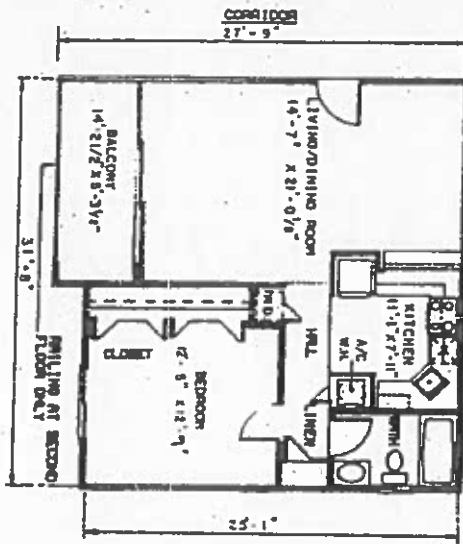


**FLOOR PLAN
TWO BEDROOM UNIT**

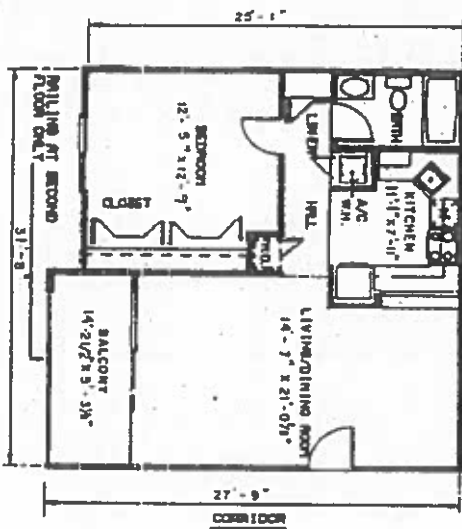
(ONLY AT BUILDINGS A,C,E,K,L,N,B,R)



FIRST FLOOR-UNITS 101, 102, 103, 104, 106 AND 108
SECOND FLOOR-UNITS 201, 202, 203, 204, 206 AND 208



FLOOR PLAN
ONE BEDROOM UNIT - REVERSED



FLOOR PLAN
ONE BEDROOM UNIT

(ONLY AT BUILDINGS A,C,E,K,L,N,R)



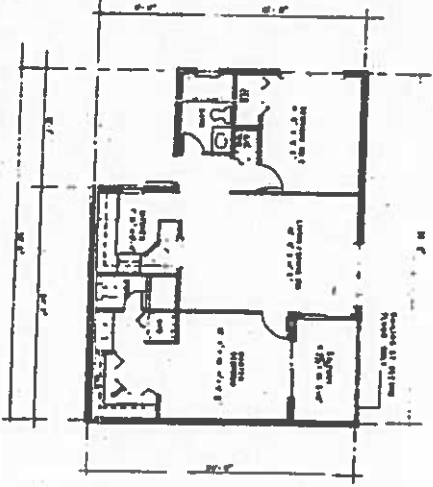
GRAPHIC SCALE (FEET)
0 5 10 20

PROPOSED AIRPORT PLACE I,
A. CHROMINIUM
PIQUET ST. LUDIC, FLORIDA
DATE: MARCH 22, 1971

FIRST FLOOR-UNITS 107 AND 108
SECOND FLOOR-UNITS 807 AND 808

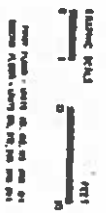
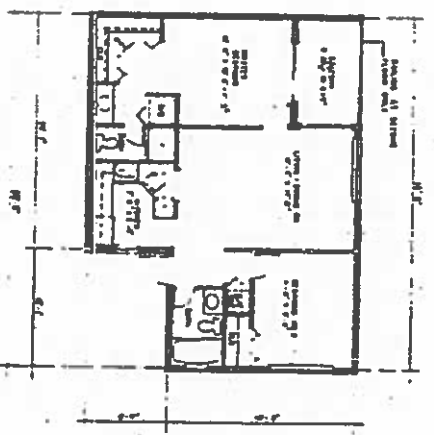
PROPOSED MIDPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1988

FLOOR PLAN
 TWO BEDROOM UNIT (REVERSED)



(CHECK AT BUILDINGS B, D, F, H, I, J, M, P, Q, S, SSV)

FLOOR PLAN
 TWO BEDROOM UNIT

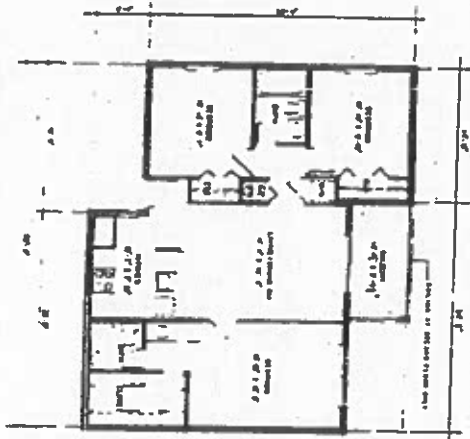


PREPARED BY: **GENERAL DEVELOPMENT CORP.**
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131

CR 3008 439 PAGE 261

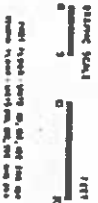
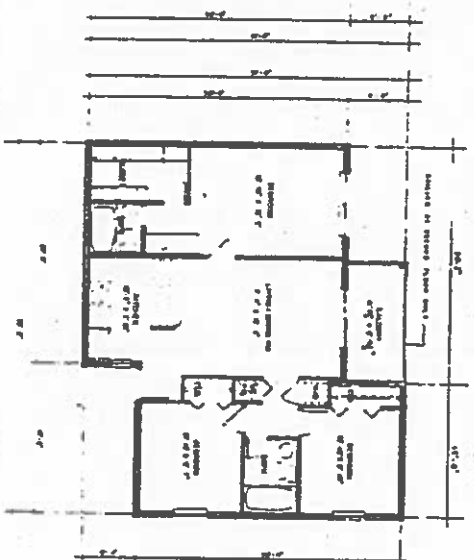
PROPOSED AIRPORT PLACE I,
 A CONDOMINIUM
 PORT ST. LUCIE, FLORIDA
 DATE: MARCH 14, 1984

FLOOR PLAN
 THREE BEDROOM UNIT (REVERSED)



(ONLY AT BUILDING 0.0.1 & U)

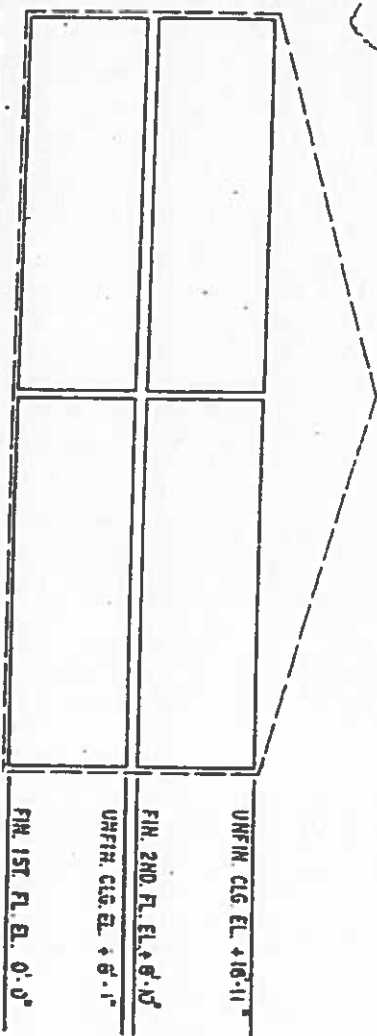
FLOOR PLAN
 THREE BEDROOM UNIT



PREPARED BY: **GENERAL DEVELOPMENT CORP.**
 PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
 1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33131

BOOK 439 PAGE 262

APARTMENT ELEVATION DIAGRAM



— INDICATES UNIT BOUNDARY
(INTERIOR FINISHED SURFACES)
- - - INDICATES WALLS OF COMMON
ELEMENTS

PROPOSED HIGHRISE PLACE 1,
& CONDOMINIUM
FOURTH ST. LUCIE, FLORIDA
DATE: MARCH 14, 1968

GRAPHIC SCALE(FEET)
0 2 4 6 8 10

439 PAGE 263

PREPARED BY:
GENERAL DEVELOPMENT CORP.
PROJECT DEVELOPMENT DEPT./HOUSING DIVISION
1111 SOUTH BAYSHORE DRIVE MIAMI, FLORIDA 33129

EXHIBIT 3 TO DECLARATION OF CONDOMINIUM

Midport Place I, A Condominium
Pt. St. Lucie, Florida

Easement to Midport Place Master Association

COMMENCE AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 37 SOUTH, RANGE 40 EAST; THENCE RUN SOUTH 00° 02' 15" WEST ALONG THE WEST LINE OF SAID SECTION 1 FOR 49.99 FEET TO A POINT; THENCE RUN SOUTH 89° 46' 22" EAST FOR 1198.35 FEET TO A POINT LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF VILLAGE GREEN DRIVE, ALSO KNOWN AS COMMERCIAL BOULEVARD AS SHOWN ON THE PLAT OF "PORT ST. LUCIE SECTION FORTY NINE" AS RECORDED IN PLAT BOOK 20, PAGE 13 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA; THENCE RUN SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ON A CURVE CONCAVE TO THE NORTHEAST AND HAVING A RADIUS OF 1197.94 FEET, A CENTRAL ANGLE OF 10° 31' 20" AND AN ARC DISTANCE OF 220.00 FEET TO THE POINT OF BEGINNING (BEGINNING OF ROAD AT NORTH ENTRANCE); THENCE RUN SOUTH 75° 05' 35" WEST, A DISTANCE OF 100.00 FEET; THENCE RUN WESTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF 43° 00' 00", AND AN ARC DISTANCE OF 150.10 FEET; THENCE RUN NORTH 61° 54' 25" WEST, A DISTANCE OF 100.00 FEET; THENCE RUN WESTERLY ALONG A CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 130.00 FEET, A CENTRAL ANGLE OF 70° 00' 00", AND AN ARC DISTANCE OF 158.82 FEET; THENCE RUN SOUTHWESTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 35° 00' 00" AND AN ARC DISTANCE OF 213.80 FEET; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 63° 00' 00", AND AN ARC DISTANCE OF 175.93 FEET; THENCE RUN SOUTH 49° 54' 25" EAST, A DISTANCE OF 110.00 FEET; THENCE RUN SOUTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 61° 00' 00", AND AN ARC DISTANCE OF 170.34 FEET; THEN RUN SOUTH 11° 05' 35" WEST, A DISTANCE OF 180.00 FEET; THENCE RUN SOUTHERLY ALONG A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 95° 00' 00", AND AN ARC DISTANCE OF 414.52 FEET; THENCE RUN EASTERLY ALONG A CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 85° 00' 00", AND AN ARC DISTANCE OF 222.53 FEET; THENCE RUN NORTH 11° 05' 35" EAST, A DISTANCE OF 205.81 FEET; THENCE RUN NORTHEASTERLY ALONG A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 40° 24' 55", AND AN ARC DISTANCE OF 174.15 FEET; THENCE RUN NORTH 51° 30' 30" EAST, FOR A DISTANCE OF 176.52 FEET TO A POINT (END OF ROAD AT SOUTH ENTRANCE) LYING ON THE WESTERLY RIGHT-OF-WAY LINE OF VILLAGE GREEN DRIVE, ALSO KNOWN AS COMMERCIAL BOULEVARD AS SHOWN ON THE PLAT OF "PORT ST. LUCIE SECTION FORTY NINE" AS RECORDED IN PLAT BOOK 20, PAGE 13 OF THE PUBLIC RECORDS OF ST. LUCIE COUNTY, FLORIDA.

EXHIBIT 4 TO DECLARATION OF CONDOMINIUM

Midport Place I, A Condominium
Pt. St. Lucie, FloridaPERCENTAGE SHARES OF COMMON ELEMENTS,
COMMON EXPENSES, AND COMMON SURPLUS

<u>Unit Number</u>	<u>Percentage of Common Elements, Common Surplus and Common Expenses</u>
A101	.440%
A102	.440%
A103	.440%
A104	.440%
A105	.440%
A106	.440%
A107	.378%
A108	.378%
A201	.440%
A202	.440%
A203	.440%
A204	.440%
A205	.440%
A206	.440%
A207	.440%
A208	.378%
B101	.415%
B102	.415%
B103	.415%
B104	.415%
B201	.415%
B202	.415%
B203	.415%
B204	.415%
C101	.440%
C102	.440%
C103	.440%
C104	.440%
C105	.440%
C106	.440%
C107	.378%
C108	.378%
C201	.440%
C202	.440%
C203	.440%
C204	.440%
C205	.440%
C206	.440%
C207	.378%
C208	.378%
D101	.415%
D102	.415%
D103	.415%
D104	.415%
D201	.415%
D202	.415%
D203	.415%
D204	.415%
E101	.440%
E102	.440%
E103	.440%
E104	.440%
E105	.440%
E106	.440%
E107	.378%
E108	.378%

<u>Unit Number</u>	<u>Percentage of Common Elements, Common Surplus and Common Expenses</u>
E201	.440%
E202	.440%
E203	.440%
E204	.440%
E205	.440%
E206	.440%
E207	.440%
E208	.378%
F101	.378%
F102	.415%
F103	.415%
F104	.415%
F201	.415%
F202	.415%
F203	.415%
F204	.415%
G101	.415%
G102	.498%
G103	.498%
G104	.498%
G201	.498%
G202	.498%
G203	.498%
G204	.498%
H101	.498%
H102	.415%
H103	.415%
H104	.415%
H201	.415%
H202	.415%
H203	.415%
H204	.415%
I101	.415%
I102	.415%
I103	.415%
I104	.415%
I201	.415%
I202	.415%
I203	.415%
I204	.415%
J101	.415%
J102	.415%
J103	.415%
J104	.415%
J201	.415%
J202	.415%
J203	.415%
J204	.415%
K101	.440%
K102	.440%
K103	.440%
K104	.440%
K105	.440%
K106	.440%
K107	.440%
K108	.378%
K201	.440%
K202	.440%
K203	.440%
K204	.440%
K205	.440%
K206	.440%
K207	.378%
K208	.378%

<u>Unit Number</u>	<u>Percentage of Common Elements, Common Surplus and Common Expenses</u>
L101	.440%
L102	.440%
L103	.440%
L104	.440%
L105	.440%
L106	.440%
L107	.378%
L108	.378%
L201	.440%
L202	.440%
L203	.440%
L204	.440%
L205	.440%
L206	.440%
L207	.378%
L208	.378%
M101	.415%
M102	.415%
M103	.415%
M104	.415%
M201	.415%
M202	.415%
M203	.415%
M204	.415%
N101	.440%
N102	.440%
N103	.440%
N104	.440%
N105	.440%
N106	.440%
N107	.378%
N108	.378%
N201	.440%
N202	.440%
N203	.440%
N204	.440%
N205	.440%
N206	.440%
N207	.378%
N208	.378%
O101	.498%
O102	.498%
O103	.498%
O104	.498%
O201	.498%
O202	.498%
O203	.498%
O204	.498%
P101	.415%
P102	.415%
P103	.415%
P104	.415%
P201	.415%
P202	.415%
P203	.415%
P204	.415%
Q101	.415%
Q102	.415%
Q103	.415%
Q104	.415%
Q201	.415%
Q202	.415%
Q203	.415%
Q204	.415%

<u>Unit Number</u>	<u>Percentage of Common Elements, Common Surplus and Common Expenses</u>
R101	.440%
R102	.440%
R103	.440%
R104	.440%
R105	.440%
R106	.440%
R107	.378%
R108	.378%
R201	.440%
R202	.440%
R203	.440%
R204	.440%
R205	.440%
R206	.440%
R207	.378%
R208	.378%
S101	.415%
S102	.415%
S103	.415%
S104	.415%
S201	.415%
S202	.415%
S203	.415%
S204	.415%
T101	.498%
T102	.498%
T103	.498%
T104	.498%
T201	.498%
T202	.498%
T203	.498%
T204	.498%
U101	.498%
U102	.498%
U103	.498%
U104	.498%
U201	.498%
U202	.498%
U203	.498%
U204	.498%
V101	.415%
V102	.415%
V103	.415%
V104	.415%
V201	.415%
V202	.415%
V203	.415%
V204	.415%

EXHIBIT 5 TO DECLARATION

ARTICLES OF INCORPORATION

Midport Place I
Condominium Association, Inc.

BOOK 439 PAGE 269

LAW/1060.0337/0058.1.0

- 1 -

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of MIDPORT PLACE 1 CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on June 28, 1984, as shown by the records of this office.

The charter number of this corporation is N03952.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capitol, this the 29th day of June, 1984.

George Firestone
Secretary of State



CER-101

**MIDPORT PLACE I
CONDOMINIUM ASSOCIATION**

DOCUMENTS

**ARTICLES OF INCORPORATION
DECLARATION OF CONDOMINIUM
BY-LAWS**

N03952

ARTICLES OF INCORPORATIONMidport Place I
Condominium Association, Inc.

Pursuant to Chapter 617 of the laws of the State of Florida, the undersigned Incorporator hereby adopts the following Articles of Incorporation:

Article 1
NAME

The name of the corporation shall be Midport Place I Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association", these Articles of Incorporation as the "Articles", and the By-Laws of the Association as the "By-Laws".

ARTICLE 2
TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 3
PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of that certain condominium located in St. Lucie County, Florida, and known as Midport Place I Condominium Association, Inc..

ARTICLE 4
MEMBERS

4.1 Membership. The members of the Association shall consist of all of the record owners of Units in the Condominium from time to time, and after termination of the Condominium, shall also consist of those who were members at the time of such termination, and their personal representative, successors and assigns.

4.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.

4.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declaration and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 5
INITIAL REGISTERED OFFICE:
ADDRESS AND NAME OF REGISTERED AGENT

The initial registered office of this Corporation shall be at 1111 South Bayshore Drive, Miami, Florida 33131, with the privilege of having its office and branch offices at other places within or without the State of Florida. The initial registered agent at that address shall be Saul J. Sack.

ARTICLE 6
DIRECTORS

6.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than three (3) directors. Directors need not be members of the Association or residents of Units in the Condominium.

6.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.

6.3 Election, Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

6.4 Term of Developer's Directors. The Developer of the Condominium shall appoint the members of the first Board of Directors and their replacements, until the Developer turns over control to the Unit Owners other than the Developer as required by the Act, or calls the first meeting of members for the first general election of Directors. The Directors shall hold office for the periods described in the By-Laws.

6.5 First Directors. The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, as provided in the By-Laws, are as follows:

<u>NAME</u>	<u>POST OFFICE ADDRESS</u>
C. C. Crump	1111 South Bayshore Drive Miami, Florida 33131
Saul J. Sack	1111 South Bayshore Drive Miami, Florida 33131
Harold W. Fenno	1111 South Bayshore Drive Miami, Florida 33131

ARTICLE 7
INCORPORATOR

The name and address of the Incorporator is:

GENERAL DEVELOPMENT CORPORATION
1111 South Bayshore Drive
Miami, FL 33131

ARTICLE 8
POWERS

The powers of the Association shall include and the Association shall be governed by the following:

8.1 General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the By-laws or the Act.

8.2 Enumeration. The Association shall have all of the powers and duties set forth in the Act, and all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property, and other property acquired or leased by the Association for use by Unit Owners.
- (d) To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and members as Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Condominium Property and for the health, comfort, safety and welfare of the Unit Owners.

(f) To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property.

(g) To contract for the management of the Condominium and any facilities used by the Unit Owners, and to delegate to the party with which such contract has been entered into all of the powers and duties of the Association, except those which require specific approval of the Board of Directors or the membership of the Association. In exercising this power, the Association may contract with affiliates of itself and the Developer.

(h) To employ personnel to perform the services required for the proper operation of the Condominium.

8.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declaration, these Articles and the By-Laws.

8.4 Distribution of Income. The Association shall make no distribution of income to its members, directors or officers.

8.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declaration, the By-Laws and the Act.

ARTICLE 9 DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of St. Lucie County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 10 INDEMNIFICATION

10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, officer, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association; and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue, matter as to which such person shall have been adjudged to be liable for gross negligence, misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3 Approval. Any indemnification under Section 10.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable

standard of conduct set forth in Section 10.1 above. Such determination shall be made:

(a) By the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or

(b) If such quorum is not obtainable; or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the members.

10.4 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding may be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 10.

10.5 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-laws, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

10.6 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

**ARTICLE 11
BY-LAWS**

The First By-Laws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded by the directors, members and the Developer in the manner provided in the By-Laws and the Declaration.

IN WITNESS WHEREOF, the Incorporator has affixed its authorized signatures and seal this 22nd day of June, 1984

GENERAL DEVELOPMENT CORPORATION

[Signature] (Seal)
SENIOR VICE PRESIDENT - C.C. CRISP

[Signature] (Seal)
NANCY H. ROEN
Secretary

STATE OF FLORIDA)
COUNTY OF DADE) ss.

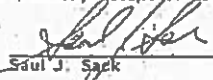
The foregoing instrument was acknowledged before me this 22nd day of June, 1984, by C.C. Crisp and Nancy H. Roen, Senior Vice President and Secretary, respectively, of the Corporation, on behalf of the Corporation.

[Signature]
NOTARY PUBLIC, STATE OF
FLORIDA AT LARGE

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
BONDED THIS CENTRAL BILLING AND
MY COMMISSION EXPIRES MAY 14 1986

ACKNOWLEDGEMENT

Having been named in Article 5 of the Articles of Incorporation of Midport Place I Condominium Association, Inc. to accept service of process for the abovesaid corporation, at the place designated in said Articles, I hereby accept to act in that capacity.


Saul J. Sack

Date: June 25, 1981

FILED
JUN 28 11 49 AM '81
STATE
TILLY

EXHIBIT 6 TO DECLARATION
BY-LAWS
OF
Midport Place I
Condominium Association, Inc.

BOOK 439 PAGE 276

6

Amendment #1 to the By-Laws of Midport Place I Condominium Association, Inc. located at 1509 S.E. Royal Green Circle, Port St. Lucie, Florida 34952.

*Declaration recorded in O.R. Book 439, Page 193-295, July 27, 1984.
By-Laws recorded in O.R. Book 439, Page 277-295, July 27, 1984.

1) Section 3.4 of the By-Laws, entitled "Quorum" shall be amended as follows:

3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast a ~~majority~~ one-third of the votes of the entire membership. If voting rights of any member are suspended pursuant to the provisions of the Declaration, these By-Laws or applicable rules and regulations, the votes of such member so suspended shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

2) This Amendment was approved by a vote of the members of the Midport Place I Condominium Association, Inc., at a duly called meeting held on April 19, 1989, and subsequent mail-in ballots completed on June 5, 1989.

3) This Amendment shall be effective upon recording hereof in the public records of St. Lucie County, Florida.

In witness whereof, the Board of Directors of Midport Place I Condominium Association, Inc. has caused this Amendment to be duly executed and its corporate seal to be hereunto affixed this 6TH day of June, 1989.

Signed, sealed and delivered in the presence of:

MIDPORT PLACE I CONDOMINIUM ASSOCIATION, INC.

Joanne Fida

*974331

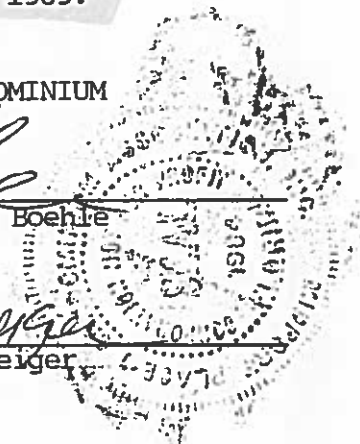
Beatrice Boehle
President - Beatrice Boehle

* '89 JUN 20 P1:29

Debora Geiger
Secretary - Debora Geiger

STATE OF FLORIDA)
COUNTY OF ST. LUCIE)

REC'D
CON
INT



The foregoing Amendment to the By-Laws was acknowledged before me this 6TH day of June, 1989, by Beatrice Boehle as President of the Midport Place I Condominium Association, Inc., on behalf of the Association.

Richard W. Vogel
Notary Public, State of Florida

Prepared by:
Joanne Fida, Manager
Midport Place I
1509 S.E. Royal Green Circle
Port St. Lucie, FL 34952

972499

My commission expires:

JUN 12 P3:28

Notary Public, State of Florida
My Commission Expires 4-20-90

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
MIDPORT PLACE 1 CONDOMINIUM ASSOCIATION, INC.**

At the Annual Membership Meeting of the Midport Place 1 Condominium Association, Inc., held on August 15, 2002, the following Amendment to the Articles of Incorporation was adopted by an affirmative vote in excess of the majority of the votes of the entire membership required to amend the Articles of Incorporation.

- Article 6.1 of the Articles of Incorporation of Midport Place 1 Condominium Association, Inc., is hereby amended as follows;

(Underlining indicates an addition to text, while strike through indicates a deletion to existing text.)

6.1 NUMBER AND QUALIFICATIONS The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the BYLAWS, but which shall consist of not less than three (3) directors. Directors need not must be members of the association ~~or residents of units in the condominium.~~

IN WITNESS WHEREOF, the undersigned President and Secretary of the Corporation have executed this Article of Amendment on this 19th day Sept., 2002.

Lidia V. Sabatino
Lidia V. Sabatino

Ann Savini
Ann Savini, President

Michael J. McCuskey
MICHAEL J. MCCUSKEY
STATE OF FLORIDA
COUNTY OF MARTIN

Linda Morrison
Linda Morrison, Secretary

The foregoing Certificate of Amendment was acknowledged before me this 19th day of Sept., 2002, by Ann Savini, President and Linda Morrison, Secretary of MIDPORT PLACE 1 CONDOMINIUM ASSOCIATION, INC., a Florida corporation, non for profit, on behalf of the corporation who is personally known to me, or who produced _____ as identification and who did not take an oath.

Lidia V. Sabatino
Name Lidia V. Sabatino

I am a Notary Public for the State of Florida, having a Commission Number of _____ and my Commission expires: _____



Mary\condo\MIDPORT\ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION

Return to: LFJ
Werner Fox Wackera
1100 S. Federal Highway
Stuart, FL 34994

JOANNE HOLMAN, CLERK OF THE CIRCUIT COURT - SHAWNEE COUNTY
File Number: 2095150 OR BOOK 1584 PAGE 2164
Recorded: 09/24/02 09:34

CERTIFICATE OF AMENDMENT
OF
BY-LAWS OF MIDPORT PLACE 1 CONDOMINIUM ASSOCIATION, INC.

The undersigned President and Secretary, respectively, of Midport Place 1 Condominium Association, Inc., do hereby on this 19th day of Sept., 2002, certify that Exhibit "A" attached hereto and made a part hereof is a true and accurate copy of the Resolution amending the By-Laws of Midport Place 1 Condominium Association, Inc., which resolution was duly passed in accordance with Section 12 of the By-Laws by a majority of the entire membership of the Board of Directors of Midport Place 1 Condominium Association, Inc., at a meeting duly called and held on August 1, 2002, and by two-thirds (2/3) vote of the entire membership of Midport Place 1 Condominium Association, Inc., at a meeting duly called and held on August 15, 2002.

The adoption of the Resolution set forth in Exhibit "A" appears upon the minutes of the above referenced meetings and said adoption remains unrevoked.

The Declaration of Condominium for the above referenced condominium was originally recorded in Official Records Book 439, Page 193, public records of St. Lucie County, Florida.

IN WITNESS WHEREOF, Midport Place 1 Condominium Association, Inc. has caused its duly authorized officers to execute this Certificate of Amendment the day and year first set forth hereinabove.

Midport Place 1 Condominium Association, Inc

By: Ann Savini
Ann Savini, President

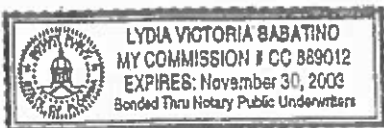
ATTEST:
Linda Morrison
Linda Morrison, Secretary

(Corporate Seal)

State of Florida
County of St. Lucie

The foregoing instrument was acknowledged before me this 19th day of Sept., 2002, by Ann Savini, as President, and Linda Morrison, as Secretary, of Midport Place 1 Condominium Association, Inc., a Florida corporation, on behalf of the corporation, who: [] are personally known to me, or [] have produced _____ as identification and wh did not take an oath.

(NOTARY SEAL)



Lydia V Sabatino
Name: Lydia V Sabatino

Typed, printed or stamped

I am a Notary Public of the State of Florida
having a commission number of _____
and my commission expires : _____

Return to: mail
Warner Fox Wacker

JHJHNE NULJHNE, 2002
File Number: 2095151 OR BOOK 1584 PAGE 2103
Recorded: 09/24/02 09:34

RESOLUTION

WHEREAS, it is the desire of the Association that the members of the Board of Directors charged with governing the affairs of the Association, be unit owners of Midport Place 1 Condominium and be members of the Association; and

WHEREAS, it is the desire of the Association to provide for these requirements through amendments to its Articles of Incorporation and its By-Laws.

NOW THEREFORE, the Board of Directors of Midport Place 1 Condominium Association, Inc., resolves at its duly called board meeting on August 1, 2002, that the Articles of Incorporation be amended as follows:

6.1 NUMBER AND QUALIFICATIONS The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the BYLAWS, but which shall consist of not less than three (3) directors. Directors ~~need not~~ must be members of the association ~~or residents of units in the condominium.~~

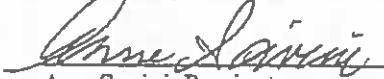
And further that the By-Laws be amended as follows:

4.1 Membership. The affairs of the Association shall be governed by a board of not less than three (3), nor more than nine (9) Directors, the exact number to be determined in the first instance in the Articles and thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors ~~need not~~ must be unit owners.

(Cross through indicates deletions, underlined indicates additions)

FURTHER RESOLVED that the amendments be presented to the members of Midport Place 1 Condominium Association, Inc., at the annual membership meeting on August 15, 2002, for the approval of the amendments by an affirmative vote of the majority of the members, in the case of the amendment to the Articles of Incorporation, and by an approval of no less than two thirds (2/3) of the unit owners.

Respectfully submitted


Ann Savini, President

In witness whereof the Midport Place 1 Condominium Association, Inc., has caused its duly authorized officers to certify that such resolution was accepted by majority vote of the Board of Directors at its regular meeting on 8/15/02, as indicated by their signatures below.

ATTEST


Linda Morrison, Secretary

BY-LAWS
OF
Midport Place I
Condominium Association, Inc.
A corporation not for profit organized
under the laws of the State of Florida

1. Identity. These are the By-Laws of Midport Place I Condominium Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering that certain condominium located in St. Lucie County, Florida, and known as Midport Place I, a Condominium, (the "Condominium").

1.1 Principal Office. The principal office of the Association shall be 1111 South Bayshore Drive, Miami, Florida, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.2 Fiscal Year. 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.

2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles". The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declaration of Condominium, unless herein provided to the contrary, or unless the context otherwise requires.

3. Members.

3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.

3.2 Special Meetings. Special members' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from twenty-five (25%) percent of the Unit Owners. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Notwithstanding the foregoing, a special meeting of the Unit Owners to recall a member or members of the Board of directors may be called by ten (10%) percent of the Unit Owners, giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members stating the time and place and the purpose(s) for which the meeting is called shall be

given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property. The notice of the annual meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days prior to the date of the meeting. The Post Office Certificate shall be retained as proof of such mailing.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such members' waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting to the transaction of business because the meeting is not lawfully called, which objection must be stated at the beginning of the meeting.

3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast a majority of the votes of the entire membership. If voting rights of any member are suspended pursuant to the provisions of the Declaration, these By-Laws or applicable rules and regulations, the votes of such member so suspended shall not be counted for the purpose of determining the presence of a quorum and the total number of authorized votes shall be reduced accordingly during the period of such suspension.

3.5 Voting.

a. Number of Votes. In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

b. Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of members" shall mean those Unit Owners having more than fifty (50%) percent of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained.

3.6 Proxies. Votes may be cast in person or by proxy.

A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawful adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit (as above described) and filed with the Secretary of the meeting at or before the beginning of the meeting, or before the time to which the meeting is adjourned unless another time is required by law.

3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, 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 newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.

3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:

- a. Call to order by the President, who will be the Chairman of the meeting;
- b. Proof of notice of the meeting or waiver of notice;
- c. Reading of minutes;
- d. Reports of officers;
- e. Reports of committees;
- f. Appointment of inspectors of election;
- g. Determination of number of Directors;
- h. Election of Directors;
- i. Unfinished business;
- j. New business;
- k. Adjournment.

Such order may be waived in whole or in part by direction of the President.

3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years unless a lesser time is permitted by law.

3.10 Delinquent Owners. If any Assessment or portion thereof imposed against a Unit Owner remains unpaid for thirty (30) days after the date due and payable, such Unit Owner's voting rights in the Association shall be automatically suspended until all such past due Assessments and all other sums then due are paid, whereupon the voting rights shall be automatically reinstated, and such Unit shall not be counted for quorum or other purposes until reinstated.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board of not less than three (3), nor more than nine (9) Directors, the exact number to be determined in the first instance in the Articles, and thereafter, except as provided herein, from time to time upon majority vote of the membership. Directors need not be Unit Owners.

4.2 Election of Directors; Nominating Committee; Election Committee.

(a) Election to the Board of Directors shall be by written ballot as herein-after provided. At such election, the members or their proxies may cast, in respect of each vacancy, as many votes as they are entitled to exercise under Section 3.5 a. of the By-Laws. The names receiving the largest number of votes shall be elected.

b. Nominations for election to the Board of Directors shall be made by a Nominating Committee. Provided, however, nominations for Directors may also be made from the floor at a meeting duly called for the election of Directors.

c. The Nominating Committee shall consist of a Chairman who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors not less than sixty (60) days prior to a meeting established for the election of Directors.

d. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among members or nonmembers, as the Committee in its discretion shall determine. Nominations shall be placed on a written ballot as provided in Section 42 e. and shall be made in advance of the time fixed in Section 42 e. for the mailing of such ballots to members.

e. All elections to the Board of Directors shall be made on a secret written ballot which shall:

- i. Describe the vacancies to be filled.
- ii. Set forth the names of those nominated by the Nominating Committee for such vacancies; and.
- iii. Contain space for a write-in vote by the members.

Such ballot shall be mailed to the members at least fourteen (14) days in advance of the date set forth therein for a return (which shall be a date not later than the day before the annual meeting or special meeting called for elections).

f. Each member shall receive as many ballots as he has votes. Notwithstanding that a member may be entitled to several votes, he shall exercise on any one ballot only one vote for each vacancy shown thereon. There shall be no cumulative voting. All voting shall be by secret ballot.

4.3 Vacancies and Removal.

a. Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors, provided that all vacancies in directorships to which Directors were appointed by the Developer pursuant to the provisions of Section 4.15 hereof shall be filled by the Developer without the necessity of any meeting.

b. Any Director may be removed with or without cause by concurrence of a majority of the votes of the members at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the members at the same meeting, unless such Director was appointed by the Developer, in which case the Developer shall appoint another Director without the necessity of any meeting.

c. 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 replacing them may be removed and replaced by the Developer without the necessity of any meeting.

4.4 Term. Except as provided herein to the contrary, 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.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed members of the Board of Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary.

4.6 Regular Meetings. 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. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized, at any such meeting.

4.7 Special Meetings. Special meetings of the Directors may be called by the President, and must be called by the President or 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. Special meetings of the Board of Directors shall be open to all Unit Owners and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in

advance for the attention of the members of the Association, except in the event of an emergency, provided that Unit Owners shall not be permitted to participate, and need not be recognized at any such meeting.

4.8 Waiver of Notice. Any Director may waive notice in writing of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.9 Quorum. A quorum at Directors' meetings 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 specifically required by the Declaration, the Articles or these By-Laws.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

4.12 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

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

Such order may be waived in whole or in part by direction of the presiding officer.

4.13 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.14 Committees. The Board may by resolution create committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable.

4.15 Proviso. Notwithstanding anything to the contrary contained in this Section 4 or otherwise, the Board shall consist of three directors during the period that the Developer is entitled to appoint a majority of the directors. The Developer shall have the right to appoint the members of the Board of Directors unless otherwise required by law or the Developer no longer owns any Units. The current Act which shall apply provides as follows:

The Developer shall have the right to appoint all of the members of the Board of Directors until the Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own 15% or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors:

- a. Three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- b. Three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to Purchasers;
- c. When all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or,
- d. When some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business,

whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five (5%) percent of the Units that will be operated ultimately by the Association.

4.16 Transfer of Association Control.

a. The Developer can turn over control of the Association to Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Unit Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

b. Within sixty (60) days after the Unit Owners other than the Developer are entitled to elect a member or members of the Board of Directors, or if the

Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the Unit Owners to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so.

c. Within a reasonable time after Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association (but not more than sixty (60) days after such event), the Developer shall relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and of the Association held by or controlled by the Developer as required by law. Notwithstanding the foregoing, the Developer may vote in respect of its Units in all meetings of members whether annual or special called subsequent to the meeting for turning over control.

5. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein) the following:

- a. Operating and maintaining the Common Elements.
- b. Determining the expenses required for the operation of the Condominium and the Association.
- c. Collecting the Assessments from Unit Owners.
- d. Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements.
- e. Adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
- f. Maintaining bank accounts on behalf of the Association and designating the signatories required therefor.
- g. Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.
- h. Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.
- i. Selling, leasing, mortgaging or otherwise dealing with Units acquired by, and subleasing Units leased by, the Association, or its designee.
- j. Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.

- k. Obtaining and reviewing insurance for the Condominium Property.
- l. Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- m. Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium.
- n. Levying fines against appropriate Unit Owners for violations of the rules and regulations established by the Association to govern the conduct of such Unit Owners.
- o. Purchasing or leasing Units for use by resident superintendents.
- p. Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements. Provided, however, that with respect to the acquisition of additional real property, the granting of mortgages on and/or security interests in Association property or the borrowing, during any one fiscal year, of a sum in excess of twenty (20%) percent and of the total of two (2) years' assessments payable by the members may only be accomplished by vote of two-thirds (2/3) of the members at a special meeting duly called for such purpose. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this Subsection p. is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Unit Owners in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit.
- q. Contracting for the management of the Condominium, delegating to such contractor such powers and duties of the Board of Directors as the Board may deem appropriate under the circumstances, except those which may be required by the Declaration, the Articles, or these By-Laws to be approved by the Board of Directors or by the Unit Owners, contracting for the management or operation of portions of the Condominium Property susceptible to separate management or operation; and granting concessions for the purpose of providing services to the Unit Owners. In exercising this power, the Association may contract with affiliates of itself and of the Developer.
- r. At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use.
- s. Exercising (i) all powers specifically set forth in the Declaration, the Articles, these By-Laws, and in the Act, and (ii) all powers incidental thereto and all powers of a Florida corporation not for profit.
- t. Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units.

u. The Board may, by resolution, create committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

6. Officers.

6.1 Executive Officers. 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 (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President or Vice-President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association. Officers need not be Unit Owners.

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

6.3 Vice-President. The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as shall otherwise be prescribed by the Directors.

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

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

6.6 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good account practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He 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. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.

7. Compensation. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from

employing a Director or officer as an employee of the Association, but shall preclude contracting with a Director or officer for services to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

8. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in this resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

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

9.1 Budget.

a. Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expenses and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of assessments payable by the Unit Owners and allocate and assess expenses among the Unit Owners in accordance with the provisions hereof and of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.

The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

i. Notice of Meeting. A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner not less than thirty (30) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meetings. The meeting shall be open to each Unit Owner, provided that such Unit Owners shall not have the right to participate, and need not be recognized, at such meeting.

ii. Special Membership Meeting. If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, then upon written application of ten (10%) percent of the Unit Owners, a special meeting of Unit Owners shall be held within thirty (30) days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners in excess of fifty (50%) percent of all the Units (including Units owned by the Developer).

iii. Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen (115%) percent of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation Assessments for improvements to the Condominium Property and expenses which are unique to specific Unit Owners.

iv. Proviso. As long as the Developer is in control of the Board of Directors of the Association, such Board shall not impose an Assessment for a year greater than one hundred fifteen (115%) percent of the prior year's Assessment, as herein defined, without the approval of Unit Owners owning a majority of the Units (excluding Units owned by the Developer).

b. Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget in accordance with the requirements of Subsection 9.1 a. above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by such members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

9.2 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the applicable calendar year annually in advance, on or before December 20th preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month of the year for which the Assessments are made. If an annual Assessment is not made as required, an Assessment shall be presumed to have been made in the amount of the last prior Assessment, and monthly installments on such Assessment shall be due upon each installment payment date until changed by an amended Assessment. In the event the annual Assessment proves to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors. Unpaid Assessments for the remaining portion of the calendar year for which an amended Assessment is made shall be payable in as many equal installments as there are full months of the calendar year left as of the date of such amended Assessment, each such monthly installment to be paid on the first day of the month commencing the first day of the next ensuing month. If only a partial month remains, the amended Assessment shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

9.3 Assessments for Charges. Charges by the Association against members for other than Common Expenses shall be payable in advance. These charges may be collected by Assessment in the same manner as Common Expenses, and when circumstances permit, these charges shall be added to the Assessments for Common Expenses. Charges for other than Common Expenses may be made only after approval of a member or when expressly provided for in the Declaration or

the exhibits annexed thereto, as the same may be amended from time to time, which charges may include, without limitation, charges for the use of the Condominium Property or recreation areas, maintenance services furnished at the expense of an Owner, other services furnished for the benefit of the Owner and surcharges, fines and damages and other sums due from such Owner.

9.4 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of Assessment.

9.5 Depository. The depository of the Association shall be such bank or banks in St. Lucie County as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise may be commingled in a single fund or divided into more than one fund, as determined by a majority of the Board of Directors.

9.6 Fidelity Bonds. Fidelity bonds are required by the Board of Directors for all persons handling or responsible for Association funds and shall be mandatory if required by law. Such bonds shall be in such amount as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

9.7 Accounting Records and Reports. The Association shall maintain accounting records in St. Lucie County, according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (i.) a record of all receipts and expenditures, and (ii.) an account for each Unit designating the name and current mailing address of the Unit Owners, the amount of each Assessment, dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (i.) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Within sixty (60) days following the end of the fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts and expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- a. Cost for security;
- b. Professional and management fees and expenses;
- c. Taxes;

- d. Cost for recreation facilities;
- e. Expenses for refuse collection and utility services;
- f. Expenses for lawn care;
- g. Cost for building maintenance and repair;
- h. Insurance costs;
- i. Administrative and salary expenses; and
- j. General reserves, maintenance reserves and depreciation reserves.

9.8 Application of Payment. All Assessment payments made by a Unit Owner shall be applied as provided herein and in the Declaration or as determined by the Board.

9.9 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

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

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

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of directors or by not less than one-third (1/3) of the members present in person or by proxy at the meeting considering the amendment, or they may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. The approval must be by not less than two-thirds (2/3) of the Unit Owners.

12.3 Proviso. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units with-

out the consent of said Developer and mortgagees in each instance. No amendment shall be made that is in conflict with the Articles or Declaration.

12.4 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 President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the St. Lucie County.

13. Rules and Regulations. Annexed hereto as Schedule A and made a part hereof are rules and regulations concerning the use of portions of the Condominium. The Board of Directors may, from time to time, by resolution and without meeting the requirements for amendment of the By-Laws or Declaration of Condominium, modify, amend, or add to such rules and regulations, except that subsequent to the date control of the Board is turned over by the Developer to Unit Owners other than the Developer, Owners of a majority of the Units at a meeting called for that purpose may overrule the Board with respect to any such modifications, amendments or additions. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer. The amendment to the rules and regulations need not be recorded in the Public Records of St. Lucie County as an amendment to the Declaration of Condominium or of these By-Laws.

14. Construction. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders.

15. Captions. The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.

The foregoing was adopted as the By-Laws of Midport Place 1 Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, on the 2nd day of July, 1984.

Approved:


C.C. CRUMP
President

SUMMARY OF RULES AND REGULATIONS

MIDPORT PLACE 1 CONDOMINIUM ASSOCIATION

Nov. 1, 2016

1. The sidewalks, entrances, passages and like portions of the common areas shall not be obstructed with plants, carts, bicycles, carriages, chairs, tables, or similar objects, nor used for any purpose other than ingress and egress to and from the units.
2. Personal property, including bicycles, or carriages, other than automobiles of unit owners and or occupant, shall not be stored outside their units.
3. No garbage cans, supplies, or other articles shall be affixed to or placed on the balconies, terraces, or entry ways.
4. No linens, cloths, clothing, curtains, rugs, mops, or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, balconies, terraces or other portions of the Condominium property.
5. No unit owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep, pressure clean, or throw from the Condominium Property any dirt or other substance into any of the balconies or elsewhere in the buildings or upon the Common Elements.
6. Each unit owner and or occupant is responsible to keep the terraces or balconies to which they have exclusive use and access to in a well maintained and clean condition; they will not allow any debris to collect thereon. No storage is permitted. No plants or other moveable objects are permitted to be placed on balcony ledges. No objects shall be hung from balconies or window sills.
7. No Unit Owner or Occupant shall permit or make any disturbing noises in any Unit or in/on the Common Elements by himself/herself or his/her family, pets, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other unit owners. No Unit Owner/Occupant shall play or permit to play a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, or permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
8. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit. No dish or antennas may be affixed to the condominium building or walls. Free standing antennas must be approved by the Board prior to installation.
9. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted, or affixed in, on or upon any part of the Condominium property, except signs approved by the management.
10. No Owner/Occupant of a Unit may install an awning, canopy, shutters or other projection that shall be attached, or be placed upon the outside walls or roof of any building or on the Common Elements. Hurricane Shutters must be approved by the Board before installation.
11. No window air conditioning units or window fans may be installed by any Unit Owner/Occupant.

12. No structure of a temporary character, nor trailer, tent, mobile home or recreational vehicle, shall be permitted on the Condominium property at any time as a residence either temporarily or permanently. No gas tank, gas container or gas cylinder shall be permitted.
13. Commercial vehicles (including cargo vans) are not be parked on condominium property except as needed during the course of conducting business. The Board of Directors (at its sole discretion) may deem a vehicle as being intended for commercial use.
14. No motorcycles, mopeds, campers, mobile homes, motor homes, RVs, boats or boat trailers or trailers of any description are permitted in the community or to be parked or stored at any time on the Condominium property.
15. All vehicles parked overnight must display a Midport Place 1 Parking Decal. Vehicles are subject to inspection. Oversized or unsightly vehicles may not be approved for parking. Vehicles must be parked in their designated parking or a guest spot. Unauthorized vehicles and vehicles without a Parking decals, and proper and current tags, parked anytime on Condominium Property, will be towed away at the owner's expense. No vehicles, which cannot operate under their own power, shall remain on Condominium property for more than 24 hours. No repairs shall be made on Condominium property. (Towing signs are prominently located within the Condominium Complex. Ref. F.S. Statutes 715.07)
16. Barbecuing is permitted in designated areas only. Barbecue grill and picnic area should be left clean and free of food, litter and personal items after each use.
17. No littering is permitted. All refuse must be deposited with all other refuse in Dumpsters designated for that purpose by the Association. All small items must be placed in plastic bags or containers and securely tied; all cartons must be collapsed and tied. Pieces of furniture or appliances are not permitted to be placed in the dumpsters. There is a fee for the removal of these articles.
18. Curtains, drapes, or blinds in good condition are required on all windows and glass doors. Screens in good condition are also required. No Unit Owner or Occupant shall place any bed linens, aluminum foil or similar material in any window or glass door.
19. No Unit Owner or Occupant shall alter the landscaping in the Common Elements by installing any type of plant, shrub, tree, vine, flower, or grass without prior written consent of the Board of Directors.
20. No soliciting of any kind is permitted within Midport Place I.
21. Children are the direct responsibility of their parents or legal guardians, including full supervision of them while within the Condominium property and including full compliance by them with these Rules and Regulations and all other rules and regulations of the Association.
22. No swimming in ponds or playing in parking lots or roadways is allowed. No ball playing, skate boarding or roller-blading, is permitted on the Condominium premises.
23. Pets, birds, fish and other animals:
 - (A) Each unit owner shall be allowed one (1) dog or cat, not exceeding 15 pounds at maturity. Pets are not allowed outside the Owner's Unit unless on a leash controlled by the owner.

Owners must clean up after their pets.
 - (B) Small domestic birds or fish are allowed in the owner's unit.
 - (C) No reptiles (snakes, iguanas) rabbits are allowed.

(D) The feeding of ducks on the Condominium grounds is a health hazard and is not permitted.

24. The Association may retain a passkey to all units. No Unit Owner/Occupant shall alter any lock, without the prior written consent of the Board of Directors. Where such consent is given, the Unit Owner/Occupant shall provide the Association (at no cost to the Association) with an additional key.
25. All maintenance requests should be made in writing to the association office. Unit owners and occupants are not to offer direction or suggestions to association employees.
26. All owners and occupants must be approved by the Board of Directors prior to moving into the unit. Approval is at the discretion of the Board and may be revoked without notice for criminal or unsavory behavior. Guests are limited to a maximum of thirty (30) days on the property in each calendar year.
27. Occupancy in excess of the following guide incurs a fee. Unit owners will be fined and charged \$40.00 per person monthly for extra water usage until the violation is corrected. This does not mean extra occupants can remain in the unit indefinitely if the extra water usage fee and fines are paid. The fee is payable directly to Midport Place 1.
 - 1 Bedroom units / 2 occupants allowed.
 - 2 Bedroom units / 4 occupants allowed.
 - 3 Bedroom units / 5 occupants allowed.
28. Reasonable accommodations required by medical necessity are to be submitted in writing in advance of anticipated need.

POOL RULES

PLEASE NOTE: The pool complex is under recorded video surveillance at all times. Responsible parties will be charged the cost of cleaning or repairs in addition to fines assessed by the Association for Violation of Rules.

1. Hours of operation and legal capacity are posted on the pool complex bulletin board.
2. All persons use the pool at their own risk.
3. All persons must shower before using the pool. Suntan products must be removed by showering prior to entering the pool.
4. When using the Association pool furniture, protect it from suntan products with a bath towel.
5. Persons with infectious or contagious health conditions must not use the facilities.
6. No glass containers or food or drink are permitted at the pool. No alcoholic beverages are permitted at the pool complex.
7. No floating devices, scuba gear, masks, or flippers are allowed in the pool.
8. Diving, running, jumping, ball playing or loud radios are not permitted.
9. Children under the age of 13 must be accompanied by a responsible and supervising adult.
10. Swimwear must be suitable for swimming and acceptable to community standards. Children in diapers must wear protective rubber pants when using the pool.
11. Pets are not allowed anywhere within the pool complex.
12. Abusive or foul language shall not be tolerated.
13. No parties of any kind, including birthday parties, shall be permitted in the Pool Complex without the expressed permission of the Board of Directors.
14. The Board of Directors or management has the right to suspend pool privileges for violations of any of the pool rules.
15. Each unit may host a maximum of 4 guests at the pool at any given time.

FINE PROCEDURES
FOR NONCOMPLIANCE OF ASSOCIATION RULES AND REGULATIONS

Every Owner and Occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time. Failure of an Owner or Occupant to comply shall be grounds for action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests or employees, to comply with any covenant, restriction, rule or regulation herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

- (A) **Notice:** The Association shall notify the Owner or Occupant of the infraction or infractions. Included in the notice shall be a date and time of the next Fine Committee Hearing, at which time the Owner or Occupant shall present reasons why fines should not be imposed. At such meeting, the Owner or Occupant shall be entitled to be represented by counsel (at his own expense) and cross examine and present witnesses and other testimony or evidence.
- (B) **Hearing:** The noncompliance shall be presented to the Fine Committee after which the Fine Committee shall hear reasons why fines should not be imposed. Formal rules of evidence shall not apply. A written decision of the Fine Committee shall be submitted to the Owner or Occupant by not later than (21) twenty-one days after the hearing.
- (C) **Fines:** The Fine Committee may impose special assessments against the applicable Unit as follows:

\$100.00 per day until the violation is cured, up to a maximum of \$1,000.00.
- (D) **Payment of Fines:** Fines shall be paid not later than thirty (30) days after notice of the imposition or assessment of penalties.
- (E) **Collection of Fines:** Fines shall be treated as an assessment subject to the provisions for the collection of assessments as set forth in the Declaration and By-Laws.
- (F) **Application of Fines:** All monies received from the fines shall be allocated as directed by the Board of Directors.
- (G) **Nonexclusive Remedy:** These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.