This instrument prepared by and return to Michael Schroeder
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OF
HARBOR CLUB, A CONDOMINIUM

DECLARATION OF CONDOMINIUM

OF

HARBOR CLUB, A CONDOMINIUM

HARBOR VIEW RESIDENCES, LLC, a Florida Limited Liability Company, hereinafter called "Developer," does hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes called "this Declaration"), as and for a plan of condominium unit ownership for HARBOR CLUB, A CONDOMINIUM consisting of real property and improvements thereon as hereinafter described

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning property in said condominium, and in consideration of receiving and by acceptance of a conveyance, grant, devise, lease, or mortgage, all grantees, devisees, leasees, and assigns and all parties claiming by, through or under such persons, agree to be bound by all provisions hereof Both the burdens imposed and the benefits shall run with each unit and the interests in the common property as herein defined

I.

ESTABLISHMENT OF CONDOMINIUM

The Developer is the owner of the fee simple title to that certain real property situate in the City of Cocoa Beach, County of Brevard, and State of Florida, which property is more particularly described as follows; to-wit.

SEE SHEET 4 OF EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY REFERENCE AND MADE A PART HEREOF

and on which property the Developer owns one (1) four (4) story building containing a total of twenty (20) residential units and forty-one (41) garage parking spaces and other appurtenant improvements as hereafter described The building has two (2) Type A units each of which contains three (3) bedrooms, two (2) baths and contains approximately 1,850 square feet, two (2) Type B units each of which contains three (3) bedrooms, three (3) baths, and contains approximately 2,406 square feet, three (3) Type C units each of which has three (3) bedrooms, three (3) baths and a media room and contains approximately 2,417 square feet, three (3) Type D units each of which has three (3) bedrooms, three (3) baths and a dining room and contains approximately 2,531 square feet, six (6) Type E units each of which has three (3) bedrooms, two (2) baths and contains approximately 1,805 square feet, three (3) Type F units each of which contains three (3) bedrooms, three (3) baths and contains approximately 2,084 square feet and one (1) Type G unit which contains four (4) bedrooms, four (4) baths, a family room and contains approximately 4,299 square feet. The Developer reserves the right to designate the garage parking spaces for the exclusive use of the unit owners, and upon such designation, the garage parking spaces shall become limited common elements The Developer may charge a fee for assignment of the garages For legal description, survey and plot plan of the condominium see Exhibit "A" to the Declaration of Condominium. The Condominium is completed The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as HARBOR CLUB, A CONDOMINIUM, hereinafter referred to as the "condominium"

The provisions of the Florida Condominium Act are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of unit owners hereof, except where permissive variances therefrom appear in the Declaration and the By-Laws and

Articles of Incorporation of HARBOR CLUB CONDOMINIUM ASSOCIATION OF BREVARD, INC , a Florida corporation not for profit

The definitions contained in the Florida Condominium Act shall be the definition of like terms as used in this Declaration and exhibits hereto unless other definitions are specifically set forth

II.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit A consisting of seventeen (17) pages, are boundary surveys of the entire premises, a graphic plot plan of the overall planned improvements, and graphic descriptions of the improvements in which units are located, and plot plans thereof, identifying the units, the common elements and the limited common elements, and their respective locations and dimensions

Said surveys, graphic descriptions and plot plans were prepared by·

Allen Engineering
Robert M. Salmon
Professional Land Surveyor
No 4262, State of Florida

and have been certified in the manner required by the Florida Condominium Act Each unit is identified and designated by a specific number No unit bears the same numerical designation as any other unit The specific numbers identifying each unit are listed on Sheets 7 through 9, inclusive of Exhibit A

The units located on the lands described in Exhibit A, are substantially completed

The ~~proposed~~ Recreational Facilities consist of a swimming pool and spa and ~~recreation room~~ are substantially completed.

Recreational Facilities may be expanded or added without the consent of the unit owners or the Association.

III.

OWNERSHIP OF UNITS AND APPURTENANT SHARE IN COMMON ELEMENTS AND COMMON SURPLUS, AND SHARE OF COMMON EXPENSES

Each residential unit shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each unit shall own, as an appurtenance to the ownership of each said unit, an undivided one-twentieth (1/20) share of all common elements of the condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and walls between units The space within any of the units and common elements shall not be further subdivided Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separate from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which describes only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and the undivided one-twentieth (1/20) share of all common elements of the condominium

The Developer hereby, and each subsequent owner of any interest in a unit and in the common elements, by acceptance of a conveyance or any instrument transferring an interest, waives the right of partition of any interest in the common elements under the laws of the State of Florida as it exists now or hereafter until this condominium unit project is terminated according to the provisions hereof or by law Any owner may freely convey an interest in a unit together with an undivided interest in the common elements subject to the provisions of this Declaration The Developer hereby reserves the right to remove any party walls between any condominium units owned by the Developer in order that the said units may be used together as one (1) integral unit provided the amendment is approved by a majority of the total voting interests in the condominium All assessments and voting rights, however, shall be calculated as if such units were as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that the several units are used as one

All owners of units shall have as an appurtenance to their units a perpetual easement of ingress to and egress from their units over streets, walks, terraces and other common elements from and to the public highways bounding the condominium complex, and a perpetual right or easement, in common with all persons owning an interest in any unit in the condominium complex, to the use and enjoyment of all public portions of the buildings and to other common facilities (including but not limited to facilities as they now exist) located in the common elements

All property covered by the exhibits hereto shall be subject to a perpetual easement for encroachments which now exist or hereafter may exist caused by settlement or movement of the buildings, and such encroachments shall be permitted to remain undisturbed and such easement shall continue until such encroachment no longer exists

All units and the common elements shall be subject to a perpetual easement in gross granted to HARBOR CLUB OF BREVARD CONDOMINIUM ASSOCIATION, INC , and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein The Association shall have the right to grant utility easements under, through or over the common elements and such other easements as the Board, in its sole discretion, shall decide The consent of the unit owners to the granting of any such easement shall not be required.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each such unit owner's share of the ownership of the common elements, that is one-twentieth (1/20).

IV.

UNIT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

The units of the condominium consist of that volume of space which is contained within the decorated or finished exposed interior surfaces of the perimeter walls, floors (excluding carpeting and other floor coverings) and ceilings of the units, the boundaries of the units are more specifically shown in Exhibit A, attached hereto The dark solid lines on the floor plans hereinabove mentioned represent the perimetrical boundaries of the units, while the upper and lower boundaries of the units, relating to the elevations of the units, are shown in notes on said plan. The term "unit" shall mean a part of the condominium property which is subject to exclusive ownership and the construction of which has been substantially completed as evidenced by a Certificate of Occupancy or its equivalent by the appropriate governmental agency

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as an appurtenance thereto, the exclusive right to use the limited common elements so appurtenant In addition there are forty-one (41) garage parking spaces as shown on Sheet 6 of Exhibit "A". These garage parking spaces are common elements for which the Developer reserves the right to designate the unit which shall be entitled to the exclusive use of the garage parking spaces. After

such designation the garages shall be appurtenant to the unit and shall become a limited common element The developer reserves the right to charge a fee for the assignment of the garage parking spaces

Unit owners have the right to transfer garage parking spaces to other units or unit owners pursuant to Section 718 106(2)(b), Florida Statutes. Any transfer of garage parking spaces shall be subject to rules promulgated by the Association.

Any air conditioning and/or heating equipment which exclusively services a Unit shall be a Limited Common Element appurtenant to the Unit it services

The common elements of the condominium consist of all of the real property, improvements and facilities of the condominium other than the units and shall include easements through the units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to the units, limited common elements and common elements and easements of support in every portion of a unit which contributes to the support of improvements and shall further include all personal property held and maintained for the joint use and enjoyment of all the owners of the units.

Except for those portions of the common elements designed and intended to be used by all unit owners, a portion of the common elements serving only one unit or a group of units may be reclassified as a limited common element upon the vote required to amend the Declaration as provided therein or as required under Section 718 110(1)(a), Florida Statutes, and shall not be considered an amendment pursuant to Section 718.110(4)

There are located on the common elements of the condominium property swale areas for the purpose of water retention and these areas are to be perpetually maintained by the Association so that they will continue to function as water retention areas

V.

ADMINISTRATION OF CONDOMINIUM BY HARBOR CLUB CONDOMINIUM ASSOCIATION OF BREVARD, INC.

The operation and management of the condominium shall be administered by HARBOR CLUB OF BREVARD CONDOMINIUM ASSOCIATION, INC , a corporation not for profit, organized and existing under the laws of the State of Florida, hereinafter referred to as the "Association "

The Association shall make available to unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the Declaration, Articles of Incorporation, By-Laws, Frequently Asked Questions and Answers and other rules governing the condominium, and other books, records and financial statements of the Association. The Association also shall be required to make available to prospective purchasers current copies of the Declaration, By-Laws, other rules governing the condominium, and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances

The Association, upon written request from any of the agencies or corporations which have an interest or prospective interest in the condominium, shall prepare and furnish within a reasonable time a financial statement of the Association for the immediately preceding fiscal year

The Association shall have all of the powers and duties set forth in the Florida Condominium Act and, where not inconsistent therewith, those powers and duties set forth in this Declaration, Articles of Incorporation and By-Laws of the Association True and correct copies of the Articles of Incorporation and the By-Laws are attached hereto, made a part hereof, and marked Exhibit B and Exhibit C, respectively

The Association has the power to enter into Agreements to acquire leaseholds, memberships and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas and other recreational facilities. The Association has this power whether or not the lands and facilities are contiguous to the lands of the Condominium, if they are intended to provide enjoyment, recreation or other benefits to the Unit Owners Subsequent to the recording of the Declaration, the Association may not acquire or enter into Agreement acquiring land, leaseholds, memberships or other possessory or use interests unless authorized by a majority of the voting interests in the Condominium. The purchase price, rental fees, operations, replacements or other expenses are common expenses of the Condominium

VI.

MEMBERSHIP AND VOTING RIGHTS

The Developer and all persons hereafter owning a vested present interest in the fee title to any one of the units shown on the exhibits hereto and which interest is evidenced by recordation of a proper instrument in the Public Records of Brevard County, Florida, shall automatically be members and their memberships shall automatically terminate when they no longer own such interest

There shall be a total of twenty (20) votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows· The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote Where a condominium unit is owned by a corporation, partnership or other legal entity or by more than one (1) person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote on behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing The term, "owner," as used herein, shall be deemed to include the Developer

All of the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Administration of the Association who are all to be elected annually by the members entitled to vote, as provided in the By-Laws of the Association Each director shall be the owner of a condominium unit (or a partial owner of a condominium unit where such unit is owned by more than one (1) individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors)

The owners shall place members on the Board or Administration in accordance with the schedule as follows When unit owners other than the Developer own fifteen percent (15%) or more of the units in a condominium that will be operated ultimately by an Association, the unit owners other than a Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Administration of the Association (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 (3) months after ninety (90%) percent of the units that will be operated ultimately by the Association have been conveyed to purchasers, (c) When all 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, (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, (e) when the Developer files a Petition seeking protection in bankruptcy, (f) when a receiver for the Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, or (g) seven (7) years after recordation of the declaration of condominium The Developer is entitled to elect or appoint at least one member of the Board of Administration of an association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of the units in the condominium operated by the Association Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned units in the same manner as any other unit owner except for purposes of

reacquiring control of the Association or selecting the majority members of the Board of Administration

The Developer reserves the right to transfer control of the Association to unit owners other than the developer at any time, in its sole discretion The unit owners shall take control of the Association if the Developer so elects prior to the time stated in the above schedule.

VII.

COMMON EXPENSES, ASSESSMENTS, COLLECTION LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration of the Association shall propose annual budgets in advance for each fiscal year which shall contain estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, but not be limited to, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. Failure of the board to include any item in the annual budget shall not preclude the board from levying an additional assessment in any calendar year for which the budget has been projected Each unit owner shall be liable for the payment to the Association of one-twentieth (1/20) of the common expenses as determined in said budget

Common expenses include the expenses of the operation, maintenance, repair, replacement or protection of the common elements and Association property, costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as common expense by the Condominium Act, the Declaration, the documents creating the Association or the By-Laws Common expenses also include reasonable transportation services, insurance for the directors and officers, road maintenance and operation expenses, in-house communications and security services which are reasonably related to the general benefit of the unit owners even if such expenses do not attach to the common elements or property of the condominium. However, such common expenses must either have been services or items provided on or after the date control of the Association is transferred from Developer to unit owners or must be services or items provided for in the condominium documents or By-Laws. Unless the manner of payment or allocation of expenses is otherwise addressed in the Declaration of Condominium, the expenses of any items or services required by any federal, state or local governmental entity to be installed, maintained or supplied to the condominium property by the Association including, but not limited to, fire safety equipment or water and sewer service where a master meter serves the condominium shall be common expenses whether or not such items or services are specifically identified as common expenses in the Declaration of Condominium, Articles of Incorporation or By-Laws of the Association

The cost of communication services as defined in Chapter 202, Florida Statutes, information services or internet services obtained pursuant to a bulk contract is a common expense

The expense of installation, replacement, operation, repair and maintenance of hurricane shutters or other hurricane protection by the Board pursuant to Section 718.113(5), Florida Statutes, shall constitute a common expense as defined herein and shall be collected as provided in this Section if the Association is responsible for the maintenance, repair and replacement of the hurricane shutters or other hurricane protection pursuant to the Declaration of Condominium However, if the maintenance, repair and replacement of the hurricane shutters or other hurricane protection is the responsibility of the unit owner pursuant to the Declaration of Condominium, the cost of installation of the hurricane shutters or other hurricane protection shall not be a common expense, but shall be charged individually to the unit owners based on the cost of installation of the hurricane shutters or other hurricane protection appurtenant to the unit Notwithstanding the provisions of Section 718.116(9), Florida Statutes, and regardless of whether or not the Declaration requires the Association or unit owners to maintain, repair or replace hurricane shutters or other hurricane protection, a unit owner who has previously installed hurricane shutters in accordance with Section 718 113(5), Florida Statutes, other hurricane protection or laminated glass architecturally designed to

function as hurricane protection, which hurricane shutters or other hurricane protection or laminated glass comply with the current applicable building codes, shall receive a credit equal to the prorata portion of the assessed installation assigned to each unit However, such unit owners shall remain responsible for the prorata share of expenses for hurricane shutters or other hurricane protection installed on common elements and Association property by the Board pursuant to Section 718 113(5), Florida Statutes, and shall remain responsible for a prorata share of the expense of the replacement, operation, repair and maintenance of such shutters or other hurricane protection

Common expenses include the costs of insurance acquired by the Association under the authority of Section 718 111(11), Florida Statutes, including costs and contingent expenses required to participate in a self insurance fund authorized and approved pursuant to Section 624.462, Florida Statutes

If any unpaid share of common expenses or assessments is extinguished by foreclosure of a superior lien or by a deed-in-lieu of foreclosure thereof, the unpaid share of common expenses or assessments are collectable from all the unit owners in the condominium in which the unit is located

Except as otherwise provided in the Condominium Act, funds for payment of the common expenses of the condominium shall be collected by assessments against the units in that condominium in the proportions or percentages provided in the Declaration of Condominium Each unit's share of the common expenses of the condominium and common surplus of the condominium shall be the same as the unit's appurtenant ownership interest in the common elements.

After adoption of the budget and determination of the annual assessment per unit, as provided in the By-Laws, the Association shall assess such sum by promptly notifying all owners by delivering or mailing notice thereof to the voting member representing each unit at such member's most recent address as shown by the books and records of the Association One-twelfth (1/12) of the annual assessment for the unit as set forth in the Estimated Operating Budget shall be due and payable in advance to the Association on the first (1st) day of each month

Each initial unit owner other than the Developer shall pay at closing a contribution in an amount at least equal to two monthly assessments for common expenses to the Developer. The present monthly assessment is $425 00 per month, therefore, the current contribution is $850 00 This contribution shall not be credited as advance maintenance payments for the unit

Special assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance However, any special assessment in excess of one-thousand dollars ($1,000.00) which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning a majority of the units in the condominium.

The specific purpose or purposes of any special assessment approved in accordance with the condominium documents shall be set forth in a written notice of such assessment sent or delivered to each unit owner The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice However, upon completion of such specific purpose or purposes, any excess funds will be considered common surplus, and may, at the discretion of the board, either be returned to the unit owners or applied as a credit towards future assessments.

The liability for assessments may not be avoided by unit owner or waived by reason of such unit owner's waiver of the use or enjoyment of any of the common elements of the condominium or by abandonment of the unit for which the assessments are made

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments In the event assessments against a unit are not paid

within thirty (30) days after their due date, the Association shall have the right to foreclose its lien for such assessments

Assessments and installments on assessments which are not paid when due, bear interest at the rate of eighteen (18%) percent per annum from the due date until paid The Association may, in addition to such interest, charge an administrative fee up to the greater of $25 00 or five (5%) percent of each installment of the assessment for each delinquent installment for which the payment is late. Any payment received by the Association must be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment The foregoing is applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment A late fee is subject to Chapter 687 or Section 718 303(34, Florida Statutes

The Association is authorized by the By-Laws to approve or disapprove a proposed lease of a unit. Grounds for disapproval may include, but are not limited to, a unit owner being delinquent in the payment of an assessment at the time approval is sought.

The Association has a lien on each condominium parcel to secure the payment of assessments. Except as otherwise provided herein, the lien is effective from and shall relate back to the recording of the Declaration of Condominium or in the case of a lien on a parcel located in a phase condominium, the last to occur of the recording of the original Declaration or amendment thereto creating the parcel. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien in the Public Records of Brevard County, Florida Nothing in this Section shall be construed to bestow upon any lien, mortgage or certified judgment of record on April 1, 1992, including the lien for unpaid assessments created herein, a priority which by law the lien, mortgage or judgment did not have before that date

To be valid a claim of lien must state the description of the condominium parcel, the name of the record owner, the name and address of the Association, the amount due and the due dates It must be executed and acknowledged by an officer or authorized agent of the Association The lien is not effective longer than one (1) year after the claim of lien was recorded unless, within that time, an action to enforce the lien is commenced The one (1) year period is automatically extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the parcel owner or any other person claiming any interest in the parcel The claim of lien secures all unpaid assessments that are due and that may accrue after the claim of lien is recorded and through the entry of a final judgment, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process Upon payment in full, the person making the payment is entitled to a satisfaction of the lien

By recording a notice in substantially the following form, a unit owner or his or her agent or attorney may require the Association to enforce a recorded claim of lien against his or her condominium parcel·

Notice of Contest of Lien

TO HARBOR CLUB OF BREVARD CONDOMINIUM ASSOCIATION, INC
4125 West End Rd
Cocoa Beach, Florida 32931

You are notified that the undersigned contests the claim of lien filed by you on _____, 20 ____, and recorded in Official Records Book ____ at Page ____ of the Public Records of Brevard County, Florida, and that the time within which you may file suit to enforce your lien is limited to ninety (90) days from the date of service of this notice

Executed this __ day of _____, 20__

Signed _____
Owner or Attorney

After the Notice of Contest of Lien has been recorded, the Clerk of the Circuit court shall mail a copy of the recorded Notice to the Association by certified mail, return receipt requested at the address shown in the claim of lienor most recent amendment to it and shall certify to the service on the face of the Notice service is complete upon mailing After service, the Association has ninety (90) days in which to file an action to enforce the lien, and if the action is not filed with the ninety (90) day period, the lien is void However, the ninety (90) day period shall be extended for any length of time that the Association is prevented from filing its action because of an automatic stay resulting from the filing a bankruptcy petition by the unit or by any other person claiming an interest in the parcel

The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage on real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or any action to recover a money judgment for unpaid assessments

No foreclosure 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 If this notice is not given at least thirty (30) days 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 attorney's fees or costs The notice must be given by delivery of a copy of it to the unit owner or by certified or registered mail, return receipt requested, addressed to the unit owner at his last known address, and upon such mailing, the notice shall be deemed to have been given, and the court shall proceed with the foreclosure action and may award attorney's fees and costs as permitted by law The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided above. The notice requirements of this subsection do not apply if an action to foreclose a mortgage on the condominium unit is pending before any court, if the rights of the Association would be affected by such foreclosure, and if actual, constructive, or substitute service of process has been made on the unit owner

If the unit owner remains in possession of the unit after a foreclosure judgment has been entered, the court, in its discretion, may require the unit owner to pay a reasonable rental for the unit If the unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent The expenses of the Receiver shall be paid by the party which does not prevail in the foreclosure action

The Association has the power to purchase the condominium parcel at the foreclosure sale and to hold, lease, mortgage or convey it

A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the common expenses coming due during the period of such ownership

Within fifteen (15) days after receiving a written request therefore from a unit owner or his or her designee or a unit mortgagee or his or her designee, the Association shall provide a certificate signed by an officer or agent of the Association stating all assessments and other monies owed to the Association by the unit owner with respect to the condominium parcel

Any person other than the owner who relies upon such certificate shall be protected thereby

A summary proceeding pursuant to Section 51 011, Florida Statutes, may be brought to compel compliance with this Section, and in any such action the prevailing party is entitled to recover reasonable attorney fees

Notwithstanding any limitation on transfer fees contained in Section 718 112(2)(i), Florida Statutes, the Association or its authorized agent may charge a reasonable fee for the preparation of the certificate. The amount of the fee must be included on the certificate

The authority to charge a fee for the certificate shall be established by a written resolution adopted by the Board or provided by a written management, bookkeeping or maintenance contract and is payable upon the preparation of the certificate If the certificate is requested in conjunction with the sale or mortgage of the unit but the closing does not occur and no later than thirty (30) days after the closing for which the certificate was sought, the preparer receives a written request accompanying by reasonable documentation that the sale did not occur from the payor that is not the unit owner, the fee shall be refunded to that payor within thirty (30) days after receipt of the request The refund is the obligation of the unit owner and the Association may collect it from that owner in the same manner as an assessment as provided in this Section

Any first mortgagee may make use of any unit acquired as may facilitate its sale including, but not limited to, the showing of the property and the display of "For Sale" signs and neither the other unit owners nor the association shall interfere with the sale of such units

As to priority between the lien of a recorded mortgage and the lien for any assessment, the lien for assessment shall be subordinate and inferior to any recorded mortgage, unless the assessment is secured by a claim of lien which is recorded prior to the recording date of the mortgage

Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments against units which have already been made and which are due and payable to the Association, and the Association and the members shall be bound thereby

In addition the Association may accelerate assessments of an owner delinquent in payment of common expenses Accelerated assessments shall be due and payable on the date the claim of lien is filed Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed

A unit owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed-in-lieu of foreclosure, is liable for all assessments which come due while he or she is the unit owner. Additionally, a unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the owner may have to recover from the previous owner the amount paid by the owner

The liability of a first mortgagee or its successor or assignees who acquire title to a unit by foreclosure or by deed-in-lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of 1) the unit's unpaid common expenses and regular periodic assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or 2) one (1%) percent of the original mortgage debt The provisions of this paragraph apply only if the first mortgagee joined the Association as a defendant in the foreclosure action Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee

The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the parcel and proceed in the same manner as provided in this Section for the collection of unpaid assessments

The term "successor or assignee" as used with respect to a first mortgagee includes only a subsequent holder of the first mortgage.

If the unit owner remains in possession of the unit after a foreclosure judgment has been entered, the Court, in its discretion, may require the unit owner to pay a reasonable rental for the unit If the unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rents. The expenses of the receiver shall be paid by the party which does not prevail in the foreclosure action

If the unit is occupied by a tenant and the unit owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association subsequent rental payments and continue to make such payments until all monetary obligations of the unit owner related to the unit have been paid in full to the Association. The tenant must pay the monetary obligations to the Association until the Association releases the tenant or the tenant discontinues tenancy in the unit

The Association must provide the tenant a notice, by hand delivery or United States mail, in substantially the following form:

> Pursuant to Section 718 116(11), Florida Statutes, the Association demands that you pay your rent directly to the Condominium Association and continue doing so until the Association notifies you otherwise.
>
> Payment due to the Condominium Association may be in the same form as you paid your landlord and must be sent by United States mail or hand delivery to Harbor Club of Brevard Condominium Association, Inc , 4125 West End Road, Cocoa Beach, Florida 32931, payable to the President of the Association
>
> Your obligation to pay your rent to the Association begins immediately, unless you have already paid rent to your landlord for the current period before receiving this notice In that case you must provide the Association written proof of your payment within fourteen (14) days after receiving this notice and your obligation to pay rent to the Association would then begin with the next rental period
>
> Pursuant to Section 718.116(11), Florida Statutes, your payment of rent to the Association gives you complete immunity from any claim for the rent by your landlord for all amounts timely paid to the Association.

The Association must mail written notice to the unit owner of the Association's demand that the tenant make payments to the Association

The Association shall, upon request, provide the tenant with written receipts for payments made.

A tenant is immune from any claim by the landlord or unit owner related to the rent timely paid to the Association after the Association has made written demand.

If a tenant paid rent to the landlord or unit owner for a given rental period before receiving the demand from the Association and provides written evidence to the Association of having paid the rent within fourteen (14) days after receiving the demand, the tenant shall begin making rental payments to the Association for the following rental period and shall continue making rental payments to the Association to be credited against the monetary obligations of the unit owner until the Association releases the tenant or the tenant discontinues tenancy in the unit

The liability of the tenant may not exceed the amount due from the tenant to the tenant's landlord The tenant's landlord shall provide the tenant a credit against rents due to the landlord in the amount of monies paid to the Association

The Association may issue notice under Section 83.56, Florida Statutes, and sue for eviction under Section 83.59-83 625, Florida Statutes, as if the Association were a landlord under part II of

Chapter 83, Florida Statutes, if the tenant fails to pay a required payment to the Association after written demand has been made to the tenant However, the Association is not otherwise considered a landlord under Chapter 83, Florida Statutes, and specifically has no obligations under Section 83 51, Florida Statutes.

The tenant does not by virtue of payment of monetary obligations to the Association have any rights of a unit owner to vote in any election or to examine the books and records of the Association

A court may supercede the effect of the preceeding eight (8) paragraphs of this Article by appointing a receiver.

VIII.

INSURANCE COVERAGE, USE AND DISTRIBUTION OF PROCEEDS, REPAIR OR RECONSTRUCTION AFTER CASUALTY, CONDEMNATION

A. Type and Scope of Insurance Coverage Required

1 Insurance for Fire and Other Perils

The Association shall obtain, maintain, and pay the premiums upon, as a common expense, a "master" or "blanket" type policy of property insurance covering all of the common elements and limited common elements, (except land, foundation and excavation costs) including fixtures, to the extent they are part of the common elements of the condominium, building service equipment and supplies, and other common personal property belonging to the Association All references herein to a "master" or "blanket" type policy of property insurance shall denote single entity condominium insurance coverage

The "master" policy shall provide adequate hazard insurance and shall be based upon the replacement cost of the property to be insured as determined by an independent insurance appraisal or update of a prior appraisal. The full insurable value shall be determined at least once every 36 months

An Association or group of Associations may provide adequate hazard insurance through a self-insurance fund that complies with the requirements of Sections 624.460-624 488, Florida Statutes

The Association may also provide adequate hazard insurance coverage for a group of no fewer than three communities created and operating under the Florida Condominium Act by obtaining and maintaining for such communities insurance coverage sufficient to cover an amount equal to the probable maximum loss for the communities for a 250-year windstorm event. Such probable maximum loss must be determined through the use of a competent model that has been accepted by the Florida Commission on Hurricane Loss Projection Methodology No policy or program providing such coverage shall be issued or renewed after July 1, 2008, unless it has been reviewed and approved by the Office of Insurance Regulation The review and approval shall include approval of the policy and related forms pursuant to Sections 627 410 and 627.411, Florida Statutes, approval of the rates pursuant to Section 627 062, Florida Statutes, a determination that the loss model approved by the commission was accurately and appropriately applied to the insured structures to determine the 250-year probable maximum loss, and a determination that complete and accurate disclosure of all material provisions is provided to condominium unit owners prior to execution of the agreement by a condominium association

When determining the adequate amount of hazard insurance coverage, the Association may consider deductibles as determined by Section 718 112(11), Florida Statutes, and amendments thereto

Prior to transfer of control of the Association from the Developer to unit owners other than the Developer, the Association shall exercise its best efforts to obtain and maintain insurance as described herein Failure to obtain and maintain adequate hazard insurance during any period of developer control constitutes a breach of fiduciary responsibility by the developer-appointed members of the board of directors of the association, unless the members can show that despite such failure, they have made their best efforts to maintain the required coverage.

Policies may include deductibles as determined by the Board as follows·

a The deductibles shall be consistent with industry standards and prevailing practice for communities of similar size and age, and having similar construction and facilities in Brevard County, Florida.

b The deductibles may be based upon available funds, including reserve accounts, or predetermined assessment authority at the time the insurance is obtained.

c. The board shall establish the amount of deductibles based upon the level of available funds and predetermined assessment authority at a meeting of the board. Such meeting shall be open to all unit owners in the manner set forth in Section 718 112(2)(e), Florida Statutes

Upon transfer of control of the Association by the Developer to unit owners other than the Developer, the Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, the common elements, and the condominium property that is required to be insured by the Association as provided herein

Every hazard insurance policy issued or renewed for the purpose of protecting the Condominium shall provide primary coverage for.

a. All portions of the condominium property as originally installed or replacement of like kind and quality, in accordance with the original plans and specifications

b All alterations or additions made to the condominium property or association property pursuant to Section 718 113(2), Florida Statutes

c. The coverage shall exclude all personal property within the unit or limited common elements, and floor, wall, and ceiling coverings, electrical fixtures, appliances, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of the unit and serve only such unit. Such property and any insurance thereupon is the responsibility of the unit owner.

Every hazard insurance policy issued or renewed to an individual unit owner must conform to the requirements of Section 627 714, Florida Statutes

All reconstruction work after a casualty loss shall be undertaken by the Association except as otherwise authorized in this section A unit owner may undertake reconstruction work on portions of the unit with the prior written consent of the board of administration. However, such work may be conditioned upon the approval of the repair methods, the qualifications of the proposed contractor, or the contract that is used for that purpose. A unit owner shall obtain all required governmental permits and approvals prior to commencing reconstruction.

Unit owners are responsible for the cost of reconstruction of any portions of the condominum

property for which the unit owner is required to carry casualty insurance, and any such reconstruction work undertaken by the Association shall be chargeable to the unit owner and enforceable as an assessment pursuant to Section 718 116, Florida Statutes.

Policies are unacceptable where (i) under the terms of the insurance carrier's charter, by-laws, or policy, contributions or assessments may be made against borrowers, FEDERAL HOME LOAN MORTGAGE CORPORATION, hereinafter referred to as FHLMC, FEDERAL NATIONAL MORTGAGE ASSOCIATION, hereinafter referred to as FNMA, or the designee of FHLMC or FNMA, or (ii) by the terms of the carrier's charter, by-laws or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members, or (iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.

The policies shall also provide for the following: recognition of any insurance trust agreement, a waiver of the right of subrogation against unit owners individually; that the insurance is not prejudiced by any act or neglect of individual unit owners which is not in the control of such owners collectively; and that the policy is primary in the event the unit owner has other insurance covering the same loss

The insurance policy shall afford, as a minimum, protection against the following:

(a) Loss or damage by fire and other perils normally covered by the standard extended coverage endorsement, and

(b) in the event the condominium contains a steam boiler, loss or damage resulting from steam boiler equipment accidents in an amount not less than $50,000 00 per accident per location (or such greater amount as deemed prudent based on the nature of the property); and

(c) all other perils which are customarily covered with respect to condominiums similar in construction, location and use, including all perils normally covered by the standard "all-risk" endorsement

2 Liability Insurance

The Association shall maintain comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the Association, if any, and public ways of the condominium project The Association does not own or lease any commercial space at the present time Coverage limits shall be for at least $1,000,000 00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association, if available at a reasonable cost Such policies shall provide that they may not be canceled or substantially modified, by any party, without at least ten (10) days' prior written notice to the Association and to each holder of a first mortgage on any unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. The Association shall provide, if required by the holder of first mortgages on individual units, such coverage to include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location and use, including but not limited to, host liquor liability, employers liability insurance, contractual and all written contract insurance, and comprehensive automobile liability insurance.

3. Flood Insurance

If the condominium is located within an area which has been officially identified by the Secretary of Housing and Urban Development as having special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), the Association shall obtain and pay the premiums upon, as a common expense, a "master" or "blanket" policy of flood insurance on the buildings and any other property covered by the required form of policy (herein insurable property), in an amount deemed appropriate by the Association, as follows

The lesser of. (a) the maximum coverage available under the NFIP for all buildings and other insurable property within the condominium to the extent that such buildings and other insurable property are within an area having special flood hazards, or (b) one hundred (100%) percent of current "replacement cost" of all buildings and other insurable property within such area

Such policy shall be in a form which meets the criteria set forth in the most current guidelines on the subject issued by the Federal Insurance Administrator

Each unit owner shall obtain, maintain and pay their premiums upon a policy of flood insurance coverage covering the Improvements on his/her unit, if applicable

4 Fidelity Bonds

The Association shall maintain insurance or fidelity bonding of all persons who control or disburse funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks on behalf of the Association, and the president, secretary, and treasurer of the Association. The Association shall bear the cost of any such bonding If a management agent has the responsibility for handling or administering funds of the Association, the insurance or fidelity bonding of the management agent shall include the management company, its officers, employees and agents, handling or responsible for funds of, or administered on behalf of, the Association. However, the cost of bonding the officers, employees and agents of the management company may be reimbursed to the Association by the management company Such fidelity bonds shall name the Association as an obligee The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association, insurance trustee and the Federal National Mortgage Association, if applicable Under no circumstances shall the principal sum of the bonds be less than the amount required by the Florida Condominium Act

5 Errors and Omissions Insurance

The Association shall obtain and maintain for the benefit of the Officers and Directors of the Association a policy or policies of insurance insuring the Association, its officers and directors against liability resulting from the errors and/or omissions of the officers and/or directors in the amount of no less than $1,000,000 00 Said policy shall also contain an extended reporting period endorsement (a tail) for a two (2) year period

6. Insurance Trustees; Power of Attorney

The Association may name as an insured, on behalf of the Association, the Association's authorized representative, including any trustee with whom the Association may enter into any insurance trust agreement or any successor to such trustee (each of whom shall be referred to herein as "insurance trustee"), who shall have exclusive authority to negotiate losses under any

policy providing such property or liability insurance and to perform such other functions as are necessary to accomplish this purpose

Each unit owner by acceptance of a deed conveying a unit in the condominium to the unit owner hereby appoints the Association, or any insurance trustee or substitute insurance trustee designated by the Association, as attorney-in-fact for the purpose of purchasing and maintaining such insurance, including. the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of all documents, and the performance of all other acts necessary to accomplish such purpose.

7 Qualifications of Insurance Carriers

The Association shall use generally acceptable insurance carriers Only those carriers meeting the specific requirements regarding the qualifications of insurance carriers as set forth in the Federal National Mortgage Association Conventional Home Mortgage Selling Contract Supplements and the FHLMC Sellers Guide shall be used.

8. Condemnation and Total or Partial Loss or Destruction

The Association shall represent the unit owners in the condemnation proceedings or in negotiations, settlements and agreements with the condemning authority for acquisition of the common elements, or part thereof, by the condemning authority Each unit owner hereby appoints the Association as attorney-in-fact for such purpose.

The Association may appoint a trustee to act on behalf of the unit owners, in carrying out the above functions, in lieu of the Association.

In the event of a taking or acquisition of part or all of the common elements by a condemning authority, the award or proceeds of settlement shall be payable to the Association, or any trustee, to be held in trust for the unit owners

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the Association's funds, any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior to the casualty

Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of ten (10%) percent of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained

In the event the Association chooses not to appoint an insurance trustee, any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the Association which proceeds shall be held in a construction fund to provide for the payment for all work, labor and materials to be furnished for the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by usual and customary construction loan procedures Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefore, shall be paid over to the Association and held for, and/or distributed to the unit owners in proportion to each unit owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the unit owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction loan fund

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Administration may determine that it is in the best interests of the Association to pay the insurance proceeds into a construction fund to be administered by an insurance trustee

Any restoration, repair or reconstruction made necessary through a casualty shall be commenced and completed as expeditiously as reasonably possible, and must substantially be in accordance with the plans and specifications for the construction of the original building In no event shall any reconstruction or repair change the relative locations and approximate dimensions of the common elements and of any unit, unless an appropriate amendment be made to this Declaration

The Association may amend the Declaration of Condominium without regard to any requirement for approval by mortgagees of amendment affecting insurance requirements for the purpose of conforming the Declaration of Condominium to the coverage requirements of the Florida Condominium Act.

Any portion of the Condominium property required to be insured by the Association against casualty loss pursuant to this Article VIII which is damaged by casualty shall be reconstructed, repaired, or replaced as necessary by the Association as a common expense. All hazard insurance deductibles, uninsured losses, and other damages in excess of hazard insurance coverage under the hazard insurance policies maintained by the Association are a common expense of the Condominium, except that

a A unit owner is responsible for the costs of repair or replacement of any portion of the condominium property not paid by insurance proceeds, if such damage is caused by intentional conduct, negligence, or failure to comply with the terms of the declaration or the rules of the association by a unit owner, the members of his or her family, unit occupants, tenants, guests, or invitees, without compromise of the subrogation rights of any insurer as set forth in this Article VIII

b. The provisions of the subparagraph immediately above regarding the financial responsibility of a unit owner for the costs of repairing or replacing other portions of the condominium property also apply to the costs of repair or replacement of personal property of other unit owners or the association, as well as other property, whether real or personal, which the unit owners are required to insure under the Florida Condominium Act.

c To the extent the cost of repair or reconstruction for which the unit owner is responsible under this paragraph is reimbursed to the association by insurance proceeds, and, to the extent the association has collected the cost of such repair or reconstruction from the unit owner, the association shall reimburse the unit owner without the waiver of any rights of subrogation

d. The Association is not obligated to pay for repair or reconstruction or repairs of casualty losses as a common expense if the casualty losses were known or should have been known to a unit owner and were not reported to the association until after the insurance claim of the association for that casualty was settled or resolved with finality, or denied on the basis that it was untimely filed

The Association may, upon the approval of a majority of the total voting interests in the Association, opt out of the provisions of subparagraphs a, b, c and d, immediately above, for the allocation of repair or reconstruction expenses and allocate repair or reconstruction expenses in the manner provided in the declaration as originally recorded or as amended Such vote may be approved by the voting interests of the Association without regard to any mortgagee consent requirements

The Association, subsequent to voting to opt out of the guidelines for repair or reconstruction

expenses as described in subparagraphs a, b, c, and d above must record a notice setting forth the date of the opt-out vote and the page of the Public Records of Brevard County, Florida on which the declaration is recorded The decision to opt out is effective upon the date of recording of the notice in the public records by the Association An association that has voted to opt out of subparagraphs a, b, c, and d above may reverse that decision by a majority vote of the total voting interests in the Association and notice thereof shall be recorded in the Public Records of Brevard County, Florida.

The Association is not obligated to pay for any reconstruction or repair expenses due to casualty loss to any improvements installed by a current or former owner of the unit or by the Developer if the improvement benefits only the unit for which it was installed and is not part of the standard improvements installed by the Developer on all units as part of original construction, whether or not such improvement is located within the unit. This paragraph does not relieve any party of its obligations regarding recovery due under any insurance implemented specifically for any such improvements.

The Association may amend the Declaration of Condominium without regard to any requirement for approval by mortgagees of amendments affecting insurance requirements for the purpose of conforming the Declaration of Condominium to the coverage requirements of the Florida Condominium Act.

IX.

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

A. Each unit owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all personal property within the unit or limited common elements, air conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his unit and which may now or hereafter be affixed or contained within his unit Such owner shall further be responsible for maintenance, repair and replacement of any air conditioning equipment servicing his/her unit, although such equipment not be located in the unit, and of any and all wall, ceiling and floor coverings, water heaters, water filters, built-in cabinets and counter tops, window treatments, including curtains, drapes, blinds, hardware and similar window treatment components and replacements thereof, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein. Unit owners are responsible for the maintenance, including cleaning, repair or replacement of windows and screening thereon, screen on doors, fixed and sliding glass doors and hurricane or storm shutters. Air conditioning and heating equipment servicing individual units is a limited common element appurtenant to such units.

B The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, sprinkler systems, wiring and other facilities located in the common elements, for the furnishing of utility services to the units, and including artesian wells, pumps, piping, and fixtures serving individual air conditioning units Painting and cleaning of all exterior portions of the building, including all exterior doors opening into walkways, shall also be the Association's responsibility Pavers, sidewalks and parking areas are limited common elements as shown in Exhibit "A" attached hereto and made a part hereof but maintenance, repair and replacement thereof shall be the Association's responsibility Sliding glass doors, screen doors, windows and screens on windows, shall not be the Association's responsibility, but shall be the responsibility of the unit owner Should any damage be caused to any unit by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the Association shall bear the expense of repairing such damage. The maintenance, repair and replacement of hurricane shutters is not the responsibility of the Association

C Where loss, damage or destruction is sustained by casualty to any part of the building, whether interior or exterior, whether inside a unit or not, whether a fixture or equipment attached to the common elements or attached to and completely located inside a unit, and such loss, damage or destruction is insured for such casualty under the terms of the Association's casualty insurance policy or policies, but the insurance proceeds payable on account of such loss, damage or destruction are insufficient for restoration, repair or reconstruction, all the unit owners shall be specially assessed to make up the deficiency, irrespective of a determination as to whether the loss, damage or destruction is to a part of the building, or to fixtures or equipment which it is a unit owner's responsibility to maintain.

No unit owner shall do anything within his unit or on the common elements which would adversely affect the safety or soundness or the common elements or any portion of the Association property or Condominium property which is to be maintained by the Association

D In the event owners of a unit make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any common elements or as necessary to prevent damage to the common elements or to a unit or units.

Maintenance of the common elements is the responsibility of the Association All limited common elements shall be maintained by the Association except for air conditioning and heating equipment servicing individual units If the record owner of the unit has been granted permission to install a DSS Satellite Dish which has a maximum diameter of 18 inches and can be mounted or affixed to the condominium building at a location approved by the Association in writing, in advance of the installation, then the record owner of each such unit shall bear the costs and shall be responsible for the maintenance, repair and replacement, as the case may be, of the satellite dish

E The Board of Administration of the Association may enter into a contract with any firm, person or corporation for the maintenance and repair of the common elements and may join with other condominium corporations in contracting with the same firm, person or corporation for maintenance and repair

F. The Association shall determine the exterior color scheme of all buildings and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, patio or any exterior surface, etc , at any time without the written consent of the Association

X.

USE RESTRICTIONS

A. Each unit is hereby restricted to residential use by the owner or owners thereof, their immediate families, lessees, guests and invitees All units are restricted to no more than six (6) occupants without the Association's consent There are no restrictions upon children

B. The unit may be rented provided the occupancy is only by one (1) lessee and members of his immediate family and guests The rental of units is permitted under the Declaration, but is subject to ordinances of the applicable governmental agencies such as the City of Cocoa Beach Current zoning ordinances for the property restrict rentals to no more than three (3) times in a calendar year for periods less than thirty (30) days or one (1) calendar month, whichever is less. No rooms may be rented and no transient tenants may be accommodated No lease of a unit shall release or discharge the owner thereof of compliance with this Section X or any of his other duties as a unit owner Subleasing of units is prohibited. All leases shall be in writing and shall be subject to this Declaration, the Articles of Incorporation,