

SECOND INTEGRATED AND RESTATED  
DECLARATION OF CONDOMINIUM FOR  
AQUARIUS CONDOMINIUM ASSOCIATION, INC.

KNOW ALL MEN BY THESE PRESENTS:

THAT AQUARIUS DEVELOPMENT CORP., make, declare and establish this Declaration of Condominium as and for the plan of dwelling, ownership and condominium for the Condominium hereinafter described. For the sake of simplicity, the Declaror will at all times be referred to in the singular person and neuter gender.

I.  
ESTABLISHMENT OF CONDOMINIUM

Declaror hereby submits the following condominium property to condominium ownership:

SEE EXHIBIT "A" ATTACHED HERETO  
AND MADE A PART HEREOF.

All of the terms, conditions, covenants, provisions and agreements which are shown and set forth in the various exhibits which are annexed hereto as well as the exhibits themselves are hereby expressly made a part of this Declaration as though set forth in full herein.

The name by which the Condominium hereby created is to be identified is:  
AQUARIUS CONDOMINIUM.

The name of the association is:  
AQUARIUS CONDOMINIUM ASSOCIATION, INC. a Florida corporation not for profit.

Each unit is identified by number on Exhibit "D" to this Declaration, and no unit bears the same designation as any other unit.

The resulting Association is deemed a Condominium Association pursuant to Chapter 718, Florida Statutes, as same may be amended or renumbered from time to time. Notwithstanding any provisions of the Association's Governing Documents to the contrary, including, but not limited to, this Declaration of Condominium, the Articles of Incorporation, and Bylaws of Aquarius Condominium Association, Inc., the Association hereby adopts by reference all current provisions of Florida Statutes including, but not limited to, Chapter 718, as they exist as of the

date of the recording of this amendment, as well as, all future amendments to Florida Statutes - it being the intent of the Association to be governed by all current provisions of Florida Statutes, as amended or renumbered from time to time.

II.  
SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "D", consisting of 6 pages, is a survey of the land and graphic description and plot plans of the improvements constituting the CONDOMINIUM. (Original of survey attached hereto as Exhibit "D" is being recorded in CONDOMINIUM PLAN BOOK 6, PAGE 43, Broward County Records), identifying the PRIVATE DWELLINGS, COMMON PROPERTY and LIMITED COMMON PROPERTY, as said terms are hereinafter defined, and their respective locations and approximate dimensions. Each PRIVATE DWELLING is identified by specific number on said Exhibit "D", and no Private Dwelling bears the same designation as any other Private Dwelling. Similarly, each space, room and area constituting LIMITED COMMON PROPERTY is identified by specific number on said Exhibit "D", and no space, room or area constituting a part of said LIMITED COMMON PROPERTY bears the same designation as any other.

III.  
PRIVATE DWELLINGS, COMMON PROPERTY AND LIMITED COMMON PROPERTY

The CONDOMINIUM consists of PRIVATE DWELLINGS, COMMON PROPERTY AND LIMITED COMMON PROPERTY, as said terms are hereinafter defined.

PRIVATE DWELLINGS, as the term is used herein, shall mean and comprise the separate and numbered Dwelling Units which are designated in Exhibit "D" to this Declaration of Condominium, excluding, however, all spaces and improvements lying beneath the undecorated and/ or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each Dwelling Unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits and other facilities running through any interior wall or partition for the furnishing of utility services to PRIVATE DWELLINGS AND COMMON PROPERTY. Where there is attached to or abutting the building a porch or balcony, the boundary of the PRIVATE DWELLING shall be extended so as to include within it that part of such porch or balcony lying within the extension of the vertical and horizontal boundaries of the said PRIVATE DWELLING, as above expressed.

COMMON PROPERTY, as the term is used herein, shall mean and comprise all of the real property, improvements, and facilities of the CONDOMINIUM other than the PRIVATE DWELLINGS, as the same are herein above defined, and shall include easements through PRIVATE DWELLINGS for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility service to PRIVATE DWELLINGS AND COMMON PROPERTY and easements of support in every portion of a PRIVATE DWELLING which contributes to the support of the improvements, and shall further include all personal property held and maintained for the joint use and enjoyment of all of the owners of all such PRIVATE DWELLINGS.

LIMITED COMMON PROPERTY, as the term is used herein, shall mean and comprise that portion of the COMMON PROPERTY consisting of the number of separate and designated spaces, rooms and areas specifically identified on Exhibit "D" hereto attached, as to each of which said spaces, rooms and areas a right of exclusive use may be reserved as an appurtenance to a particular PRIVATE DWELLING, as hereinafter described.

IV.  
OWNERSHIP OF PRIVATE DWELLINGS AND APPURTENANT  
INTEREST IN COMMON PROPERTY

Each PRIVATE DWELLING shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of each said PRIVATE DWELLING shall own, as an appurtenance to the ownership of each said PRIVATE DWELLING, an undivided interest in the COMMON PROPERTY, together with the same undivided interest in the COMMON SURPLUS, being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the COMMON PROPERTY assigned to each PRIVATE DWELLING shall not be changed except with the unanimous consent all of the owners of the PRIVATE DWELLINGS.

V.  
RESTRICTION AGAINST FURTHER SUBDIVIDING OF  
PRIVATE DWELLINGS AND SEPARATE CONVEYANCE  
OF APPURTENANT COMMON PROPERTY, ETC.

No PRIVATE DWELLING may be divided or subdivided into a smaller Dwelling Unit than as shown on Exhibit "D" hereto, nor shall any further dwelling or portion thereof, be added to or incorporated into any other PRIVATE DWELLING. The undivided interest in the COMMON PROPERTY declared to be an appurtenance to each PRIVATE DWELLING shall not be conveyed, devised, encumbered or otherwise included with the PRIVATE DWELLING even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering or otherwise dealing with such PRIVATE DWELLING . Any conveyance, mortgage, or other instrument which purports to

affect the conveyance, devise or encumbrance, or which purports to grant any right, interest or lien in, to or upon a Private Dwelling, shall be null, void and of no effect insofar as the same purports to affect any interest in a Private Dwelling and its appurtenant undivided interest in COMMON PROPERTY, unless the same purports to convey, devise, encumber or otherwise trade or deal with the entire PRIVATE DWELLING. Any instrument conveying, devising, encumbering or otherwise dealing with any PRIVATE DWELLING which describes said PRIVATE DWELLING by the PRIVATE DWELLING UNIT number assigned thereto to as Exhibit "D" without limitation or exception shall be deemed and construed to affect the entire PRIVATE DWELLING Unit's appurtenant undivided interest in the COMMON PROPERTY. Nothing herein contained shall be construed as limiting or preventing ownership of any PRIVATE DWELLING and its appurtenant undivided interest in the COMMON PROPERTY by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

#### VI

#### CONDOMINIUM SUBJECT TO RESTRICTIONS ETC.

The PRIVATE DWELLINGS, COMMON PROPERTY and LIMITED COMMON PROPERTY shall be, and the same are hereby declared to be subject to the restrictions, easements, conditions and covenants prescribed and established herein, as well as those established by the condominium corporation charter, by-laws and the rules and regulations now or hereafter promulgated, governing the use of said PRIVATE DWELLINGS, COMMON PROPERTY and LIMITED COMMON PROPERTY.

#### VII

#### PERPETUAL NON-EXCLUSIVE EASEMENT IN COMMON PROPERTY

The COMMON PROPERTY shall be, and the same is hereby declared to be subject to a perpetual non-exclusive easement in favor of all of the owners of PRIVATE DWELLINGS in the CONDOMINIUM for their use and the use of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of PRIVATE DWELLINGS.

#### VIII

#### EASEMENT FOR UNINTENTIONAL AND NON-NEGLIGENT ENCROACHMENTS

In the event that any PRIVATE DWELLING shall encroach upon any COMMON PROPERTY for any reason not caused by the purposeful or negligent act of the PRIVATE DWELLING owner or owners or agents of such owner or owners, then an easement appurtenant to such PRIVATE DWELLING shall exist for the continuance of such encroachment unto the COMMON PROPERTY for so long as such encroachment shall naturally exist; and, in the event that any portions of the COMMON PROPERTY shall encroach upon any PRIVATE

DWELLING, then an easement shall exist for the continuance of such encroachment of the COMMON PROPERTY into any PRIVATE DWELLING for so long as such encroachment shall naturally exist.

IX.  
RESTRAINT UPON SEPARATION AND PARTITION OF COMMON PROPERTY

Recognizing that the proper use of a PRIVATE DWELLING by any owner or owners is dependent upon the use and enjoyment of the COMMON PROPERTY in common with the owners of all other PRIVATE DWELLINGS, and that it is in the interest of all owners of PRIVATE DWELLINGS that the ownership of the COMMON PROPERTY be retained in common by the owners of PRIVATE DWELLINGS in the CONDOMINIUM, it is declared that the percentage of the undivided interest in the COMMON PROPERTY appurtenant to each PRIVATE DWELLING shall remain undivided and no owner of any PRIVATE DWELLING shall bring or have any right to bring any action for partition or division.

X.  
PERCENTAGE OF UNDIVIDED INTEREST IN COMMON  
PROPERTY APPURTENANT TO EACH PRIVATE DWELLING

The undivided interest in COMMON PROPERTY appurtenant to each PRIVATE DWELLING is that percentage of undivided interest which is set forth and assigned to each PRIVATE DWELLING in that certain schedule which is annexed hereto and expressly made a part hereof as Exhibit "E". Likewise, each PRIVATE DWELLING shall have appurtenant thereto an undivided interest in the LIMITED COMMON PROPERTY in the same percentage as there is appurtenant thereto an undivided interest in the COMMON PROPERTY, subject however, to the exclusive right of use in LIMITED COMMON PROPERTY which may be assigned as an appurtenance to a particular PRIVATE DWELLING.

XI.  
EASEMENT FOR AIR SPACE

The owner of each PRIVATE DWELLING shall have an exclusive easement for the use of the air space occupied by said PRIVATE DWELLING as it exists at any particular time and as said PRIVATE DWELLING may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

XII  
ADMINISTRATION OF THE CONDOMINIUM  
BY THE CONDOMINIUM ASSOCIATION

To efficiently and effectively provide for the administration of the CONDOMINIUM by the owners of PRIVATE DWELLINGS, a non-profit Florida corporation: known and designated as AQUARIUS CONDOMINIUM ASSOCIATION INC. ("ASSOCIATION"), has been organized, and said corporation shall administer the operation and management of the CONDOMINIUM and undertake and perform all acts and duties incident thereto in accordance with the terms, provisions and conditions of this Declaration of Condominium, and in accordance with the terms of the Articles of Incorporation and the By-laws of said corporation. A true copy of the Articles of Incorporation and By Laws are annexed hereto and expressly made apart hereof as Exhibit "F" and "G" respectively. The owner or owners of each PRIVATE DWELLING shall automatically become members of the Association upon his, their or its acquisition of an ownership interest in title to any PRIVATE DWELLING and its appurtenant undivided interest in COMMON PROPERTY and LIMITED COMMON PROPERTY, and the membership of such owner or owners shall terminate automatically upon such owner or owners being divested of such ownership interest in the title to such PRIVATE DWELLING, regardless of the means by which such ownership may be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any PRIVATE DWELLING shall be entitled by virtue of such lien, mortgage or other encumbrance, to membership in the ASSOCIATION, or to any of the rights or privileges of such membership. In the administration of the operation and management of THE CONDOMINIUM, said ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate and enforce such rules and regulations governing the use of the PRIVATE DWELLINGS, COMMON PROPERTY and LIMITED COMMON PROPERTY as the Board of Directors of the ASSOCIATION may deem to be in the best interest of the CONDOMINIUM. The ASSOCIATION may not in any way impede or interfere with the right to the use of any LIMITED COMMON PROPERTY which has been exclusively assigned to any PRIVATE DWELLING owner.

XIII  
RESIDENTIAL USE RESTRICTIONS APPLICABLE  
TO PRIVATE DWELLINGS

Each PRIVATE DWELLING is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests and invitees

A. Occupancy of a Private Dwelling by guests shall only be permitted in accordance with this provision. All guests must comply with the provisions of the Declaration, the Condominium Act, the Association's Bylaws and Articles of Incorporation and the Rules and Regulations of the Association. Failure to adhere to such provisions shall entitle the Association to proceed against the owner and guest/occupant to force compliance and/or seek to have the guest(s)/occupant(s) removed from the Association property. Guests shall not be permitted to

bring pets on the Association property. The Board of Directors may promulgate such Rules and Regulations as it deems necessary to effectuate the Intent of this provision, including Rules requiring affidavits of occupancy and/or proof of familial relationship. Non-family member guests who occupy a unit for more than thirty (30) consecutive days shall be subject to Board screening and approval in accordance with section (ii) below.

(i) Owner Not in Residence. When a Private Dwelling owner is not occupying his or her Private Dwelling, the Private Dwelling owner may have guests occupy his Private Dwelling only as follows:

(a) Immediate Family Members. A Private Dwelling owner may have immediate family members, as defined above, as guests for no more than thirty (30) days per quarter.

(b) Other Guests. A homeowner may have guests, other than immediate family members, visit only for a maximum aggregate duration of thirty (30) days in a twelve (12) month period. It is the intent of this provision that once guests, other than immediate family members, occupy a Private Dwelling for a combined total of thirty (30) days in a twelve (12) month period, the owner shall not be permitted to have any other such guests occupy his or her Private Dwelling overnight until the expiration of the twelve (12) month period.

(ii) Guests Deemed Tenants. Any guest occupying a Private Dwelling for more than thirty (30) days shall be deemed a tenant whether or not any consideration is being exchanged for the use of the Private Dwelling and must be screened in accordance with Article XXVI of this Declaration. Failure to comply with said Article shall result in automatic disapproval, pursuant to the provisions of this Declaration, and the Association shall be entitled to evict such guest/tenant, or bring any other legal or equitable action to have such guest/tenant removed from the association property, as the agent of the Private Dwelling owner, and to recover from the Private Dwelling owner and/or the guest/tenant, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such eviction or other legal or equitable action by individual assessment against the Private Dwelling which may be collected in the same manner as any under assessment for common expenses. The remedies provided for herein shall be in addition to any other remedy the Association may have against the owner or guest/tenant.

(iii) Notice. Any Private Dwelling owner desiring to have guests (other than Immediate family members) occupy his or her Private Dwelling shall, at least seven (7) days prior to the arrival of such guests provide notice to the Association of the names, addresses, length of stay, relationship to owner and vehicle identification (including make model and tag number) of such guests. Such notice shall be provided upon the forms supplied by the Association, unless otherwise determined by the Board of Directors. Failure to provide such notice shall entitle the Association to evict such guests, or bring any other legal or equitable

action to remove such guests from the association property as the agent of the Private Dwelling owner, and to recover from the Private Dwelling owner and/or the guest/tenant, jointly and severally, the Association's costs and reasonable attorney's fees incurred in connection with such eviction or other legal or equitable action, and/or to prohibit such guests from utilizing any of the recreational facilities. Such charges, costs and attorneys fees may be levied against the Private Dwelling as an individual assessment, which may be collected in the same manner as assessment for common expenses. These remedies shall be in addition to any other remedy the Association may have against the Private Dwelling as an individual assessment, which may be collected in the same manner as assessment for common expenses. These remedies shall be in addition to any other remedy the Association may have against the Private Dwelling owner or the guests.

B. Pets and/or animals of any kind or nature shall be prohibited, and no pet or animal shall be permitted anywhere on or in the Condominium Property. Pets kept on the Condominium Property prior to the effective date of this amendment (6/7/2000) shall not be replaced upon their death, sale or transfer from the Condominium Property and shall be kept subject to the Rules and Regulations of the Association. At the Board's discretion, such rules and regulations may include, but not be limited to, requiring pets to be physically carried anywhere in or on the Condominium property, except within a unit and requiring each pet to be registered with the Association with a written statement from a licensed veterinarian specifying the pet's breed, current weight, weight at maturity and proof of current up-to-date vaccinations.

C. The parking spaces on the condominium property shall be used only for parking of passenger automobiles. No open-bed vehicles, mopeds, mobile homes, motorcycles, motor bikes, commercial vehicles of any type, campers, trailers, motor homes, boats, golf carts, buses or mini-buses shall be permitted to be parked or stored at any time on any portion of the condominium property, Common Elements, property maintained by the Association or property owned by the Association (hereinafter referred to as "The Property". Parking is permitted only in paved areas specifically designated and marked for parking and parking in any other area is prohibited. Vehicles parked in any prohibited area shall be deemed illegally parked. Vehicle maintenance or repairing vehicles anywhere on The Property is prohibited. Vehicles with expired tags or no tags, vehicles not owned by or registered to an owner or properly approved tenant, and vehicles that cannot operate other their own power are prohibited. A resident's vehicle parked anywhere other than its assigned parking space shall be deemed illegally parked; provided, however, that residents with more than one vehicle may park such excess vehicles in a guest parking space. Guests must park their vehicles only in the guest parking spaces. Any guest vehicle parked anywhere other than a guest parking space shall be deemed illegally parked. Owners and residents shall be required to register their vehicles with the Association and obtain a parking decal, which must be affixed to the lower left-hand corner of the front window. An owner's or resident's, vehicle parked anywhere on The Property without a parking decal shall be deemed illegally parked. An owner or resident temporarily utilizing a rented automobile while his vehicle registered with the Association is temporarily unusable and not parked on The Property shall obtain a temporary parking permit

for the rented automobile. Any such rented automobile without a temporary parking permit shall be deemed illegally parked. Any guest vehicle that will be temporarily parked overnight on The Property more than three days must obtain a temporary parking permit. Any guest vehicle temporarily parking overnight more than three (3) days, without a parking permit shall be deemed illegally parked. No vehicle shall protrude onto or in any manner block or interfere with access to the vehicular easement areas, parking areas, another parking space, or any other area not within a specific parking space and any vehicle so protruding blocking or interfering shall be deemed illegally parked. Any and all vehicles that are illegally parked and prohibited vehicles shall, be towed by the Association at the owner's expense without notice. This provision applies to all owners, occupants, tenants and guests. Owners shall be responsible for compliance with this provision by their family, tenants, guests and invitees. This provision shall not apply to the temporary (less than 8 hours) parking of commercial vehicles used to furnish commercial services or deliveries to The Property, the Association and unit owners.

D. Inasmuch as this Condominium has a strong residential character and it is the intent that the owner of each Private Dwelling shall occupy and use such Private Dwelling as a Private Dwelling for himself and for no other purpose and to inhibit transiency, impose continuity of residents, and to discourage investment ownership, no natural person and no entity (except the Corporation) shall own, or hold an ownership interest in more than two (2) Private Dwellings at any time, whether such ownership or ownership interest is legal, equitable or beneficial, or whether such ownership or ownership interest is held directly or indirectly through any corporation, trust estate partnership, other business or other entity or any family member. Family member, as that term is used herein, shall mean the owner and the owner's spouse, and such persons' parents, grandparents, children, grandchildren, brothers, sisters, aunts, uncles, nieces, nephews and the spouses of such persons.

XIV.  
USE OF COMMON PROPERTY AND LIMITED COMMON  
PROPERTY SUBJECT TO RULES OF ASSOCIATION

Subject to the provisions hereinabove set forth in Article XI, the use of COMMON PROPERTY by the owner or owners of all PRIVATE DWELLINGS, and all other parties authorized to use the same, and the use of LIMITED COMMON PROPERTY by the owner or owners entitled to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may hereafter be prescribed and established by the ASSOCIATION.

XV.  
THE CONDOMINIUM TO BE USED FOR LAWFUL PURPOSES,  
RESTRICTION AGAINST NUISANCES, ETC.

No immoral, improper, offensive or unlawful use shall be made of any PRIVATE DWELLING or of the use of the COMMON PROPERTY, or of the LIMITED COMMON PROPERTY, nor any

part thereof, and all laws, zoning ordinances and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any PRIVATE DWELLING shall permit or suffer anything to be done or kept in his PRIVATE DWELLING, or on the COMMON PROPERTY, or on the LIMITED COMMON PROPERTY, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a PRIVATE DWELLING, or which interferes with the peaceful possession and proper use of any other PRIVATE DWELLING, or the COMMON PROPERTY or the LIMITED COMMON PROPERTY.

XVI  
RIGHT OF ENTRY INTO PRIVATE DWELLINGS IN EMERGENCIES

In case of any emergency originating in or threatening any PRIVATE DWELLINGS, regardless of whether the owner is present at the time of such emergency, the Board of Directors of THE ASSOCIATION, or any other person authorized by it, or the building superintendent or managing agent, shall have the right to enter such PRIVATE DWELLING for the purpose of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of any such emergency, the owner of each PRIVATE DWELLING, if required by the ASSOCIATION, shall deposit under the control of the ASSOCIATION a key to such PRIVATE DWELLING.

XVII.  
RIGHT OF ENTRY FOR MAINTENANCE OF COMMON PROPERTY

Whenever it is necessary to enter any PRIVATE DWELLING for the purpose of performing any maintenance, alteration or repair to any portion of the COMMON PROPERTY, or to go upon any LIMITED COMMON PROPERTY for such purpose, the owner of each PRIVATE DWELLING shall permit other owners or their representatives, or the duly constituted and authorized agent of the ASSOCIATION, to enter the PRIVATE DWELLING, or to go upon the LIMITED COMMON PROPERTY constituting an appurtenance to any such PRIVATE DWELLING, for such purpose, provided that such entry shall be made only at reasonable times and with reasonable advance notice.

XVIII.  
LIMITATION UPON RIGHT OF OWNERS TO ALTER AND MODIFY PRIVATE DWELLINGS

No owner of a PRIVATE DWELLING shall permit to be made any structural modifications or alterations in such-PRIVATE DWELLING without first obtaining the written consent of the

ASSOCIATION, which consent may be withheld in the event that a majority of the Board of Directors of said Corporation determine, in their sole discretion, that such structural modifications or alterations would affect or in any manner endanger the building in part or in its entirety. If the modification or alteration desired by the owner of any PRIVATE DWELLING involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provisions of utility services constituting COMMON PROPERTY located therein. No owner shall cause any improvements or changes to be made on the exterior of the building, including painting or other decoration, or the installation of electrical wiring, television antenna, machines or air conditioning units, which may protrude through the walls or roof of the building, or in any manner change the appearance of any portion of the building not within the walls of such PRIVATE DWELLING, without the written consent of ASSOCIATION first being had and obtained.

XIX  
RIGHT OF ASSOCIATION TO ALTER AND IMPROVE PROPERTY  
AND ASSESSMENT THEREFOR

ASSOCIATION shall have the right to make or cause to be made such alterations or improvements to the COMMON PROPERTY which do not prejudice the rights of the owner of any PRIVATE DWELLING, provided the making of such alterations and improvements are approved by the Board of Directors of said ASSOCIATION, and the cost of such alterations and improvements does not exceed \$2,000.00. Improvements and alterations costing in excess of \$ 2,000.00 shall not be made without the approval of the membership of the ASSOCIATION, evidenced by the affirmative vote of at least two-thirds (2/3rds) of the entire voting power of the membership of the ASSOCIATION acting at a meeting of the members duly called for such purpose. The cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of PRIVATE DWELLINGS. However, where any alterations and improvements are exclusively or substantially exclusively for the benefit of the owner or owners of a PRIVATE DWELLING or PRIVATE DWELLINGS requesting the same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the PRIVATE DWELLING or PRIVATE DWELLINGS exclusively or substantially exclusively benefitted, and the assessment to be levied in such proportion as may be determined by the Board of Directors of the ASSOCIATION.

Notwithstanding, the Unit Owners of Aquarius Condominium Association may approve material alterations or improvements in excess of \$10,000.00 Dollars to be funded by the recently authorized bank loan and related special assessment, by a majority vote (50% +1) of, the Owners present (in person or by proxy) and voting at a meeting of the Association. This authorization is strictly limited to material alterations or improvements related to projects

associated with the 40-year certification requirements, such as the glass balcony railings, east pool deck and east pool enhancements and hallway restoration and improvements.

All material alterations or improvements costing in excess of \$10,000.00 Dollars, other than those described herein relating to the 40-year certification project, require the approval of at least two-thirds (2/3) of the Unit Owners present (in person or by proxy) and voting at a meeting of the Association as set forth in this Article XIX.

XX.  
MAINTENANCE AND REPAIR BY OWNERS OF  
PRIVATE DWELLINGS

(a) Each owner of a Private Dwelling shall maintain and repair at his expense all portions of the Private Dwellings, except the portions to be maintained, repaired and replaced by the Association: such shall be done without disturbing the rights of other Private Dwelling owners. All maintenance, repair, replacement or protection of, in, or to any Apartment, whether structural or nonstructural, ordinary or extraordinary, including without limitation, maintenance, repair, replacement. or protection of: screens and frames; windows and frames; the entrance door (except the painting of the exterior) and all other doors within or affording access to an Apartment and their frames; electrical fixtures and connections (serving the Apartment, wherever located); plumbing fixtures and connections (serving the Apartment, including branch lines, wherever located); heating and air-conditioning equipment, fixtures and outlets (serving the Apartment, wherever located); water heaters; built-in cabinets; appliances; carpets and other floor coverings; wall and ceiling coverings: all interior surfaces and the entire interior of the Apartment lying within the boundaries of the Apartment or other property belonging to the Apartment Owner, shall be performed by the Owner of such Apartment at the Apartment Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Each Apartment Owner shall maintain his Apartment in good condition, in accordance with the as-built plans and specifications and modifications thereto approved by the Board. When an Apartment Owner has made a modification to the originals as-built plans (such as the addition of tile, mirrors, wallpaper, etc.), the apartment owner shall be responsible for the expense of removing and replacing such modifications, when the removal of such modifications is reasonably necessary in order to maintain, repair replace or protect the Common Elements, Association property or other Apartments.

(b) Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building without obtaining the prior written approval of the Board.

Any changes made without obtaining said written approval must be removed at the sole cost and expense of the violating apartment owner or owners;

(c) To report promptly to the Association any defects or need for repairs which are the responsibility of the Association.

XXI.

MAINTENANCE AND REPAIR OF COMMON PROPERTY  
AND LIMITED COMMON PROPERTY BY ASSOCIATION

The ASSOCIATION, at its expense, shall be responsible for the maintenance, repair and replacement of all of the COMMON PROPERTY and LIMITED COMMON PROPERTY, including those portions thereof which contribute to the support of the building, and should any incidental damage be caused to any Private Dwelling by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair or replacement of any COMMON PROPERTY, the said ASSOCIATION shall, at its expense, repair such incidental damage.

XXII.

LIMITED COMMON PROPERTY

Upon his acquiring a fee simple title interest in and to a private dwelling, each owner may be assigned one or more rooms, spaces or areas as limited common property. The owner of each private dwelling shall have the exclusive right to use such LIMITED COMMON PROPERTY as may have been assigned and such exclusive right shall become an appurtenance to said Private Dwelling and upon the conveyance or passing of title to the Private Dwelling, such exclusive right shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Property appurtenant to such Private Dwelling passes. No conveyance or passing of any title in any manner whatsoever to any exclusive right to use Limited Common Property may be made or accomplished separately from the conveyance or passing of title to the Private Dwelling to which it is appurtenant except that such exclusive right may be separately assigned, transferred or conveyed to the ASSOCIATION. Such exclusive right may thereafter be assigned by the ASSOCIATION to any Private Dwelling owner. However, while the ASSOCIATION shall be the owner of the exclusive right to use any of the Limited Common Property, the same shall be treated by the ASSOCIATION just as though the same constituted a part of the Common Property instead of the said Limited Common Property. The Assignment of said Limited Common Property shall be reflected on the permanent records of the ASSOCIATION, but shall not be recorded among the Public Records of the County in which the condominium property is situated.

XXIII.

PRIVATE DWELLING OWNER LIABILITY FOR LOSS-INSURANCE COVERAGE

Risk of loss or of damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Property) belonging to or carried on the person of each Private Dwelling Owner, or which may be stored in any Private Dwelling, or in, or upon Common Property or Limited Common Property, shall be borne by the owner of each such Private Dwelling. The owner of a Private Dwelling shall have no personal liability for any damages caused by the Association or in connection with the use of the Common Property or Limited Common Property. The owner of a Private Dwelling shall be liable for injuries or damages resulting from an accident in his own Private Dwelling to the same extent and degree that the owner of a house would be liable for an accident occurring within the house. The owner of each Private Dwelling may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and other personal property belonging to such owner and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's Private Dwelling or upon the Common Property or Limited Common Property.

#### XXIV.

#### INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION; INSURANCE TRUSTEE, APPOINTMENT AND DUTIES: USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by Association:

A) Casualty Insurance covering all of the Condominium building and common elements in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements, and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to this CONDOMINIUM, including but not limited to, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available; The word "building" in every hazard policy issued to protect a Condominium building does not include unit floor coverings wall coverings, or ceiling coverings and to contracts entered into after July 1, 1992, does not include the following equipment if it is located within a unit and the unit owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets or any other item, personal Property, fixture, appliance or equipment permitted to be excluded from the condominium's insurance policy pursuant to Florida Statutes, Section 718.111(11), as same may be amended or renumbered from time to time.

- B) Public Liability and property damage insurance in such amounts and in such form as shall be required by Association to protect said Association and the owners of all Private Dwellings, including but not limited to, water damage, legal liability, hired automobile, non-owned automobile and off-premises employee coverage;
- C) Workmen's Compensation insurance to meet the requirements of law;
- D) Such other insurance coverage as the Board of Directors of Association in its sole discretion may determine from time to time to be in the best interests of the Association and the owners of the Private Dwellings.

All liability insurance maintained by Association shall contain cross-liability endorsements to cover liability of all owners of Private Dwellings as a group to each Private Dwelling owner.

All insurance coverage authorized to be purchased shall be purchased by Association for itself and for the benefit of all of the owners of all Private Dwellings, and their respective mortgagees as their interests shall appear. The cost of obtaining the insurance coverage authorized above, is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. Association is hereby declared to be and appointed as Authorized Agent for all of the owners of all Private Dwellings for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted a full right and authority to execute in favor of any Insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property. The Association shall furnish the lender with paid bills or copies thereof showing that the premiums of such insurance have been paid, and shall furnish the lender with copies of all policies in force upon said condominium.

The company or companies with whom Association shall place its casualty insurance coverage must be good and responsible companies authorized to do business in Florida. Said company or companies and agent or agents shall be first approved by the lender.

So long as the lender which provides construction funds for the erection of the apartment building is the holder of a mortgage encumbering any Private Dwelling in the Condominium, said mortgagee shall have the right to designate and approve the Association. Where any insurance proceeds are paid to the Association for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a Private Dwelling shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage,

and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a distribution to the owner or owners of any Private Dwelling or Private Dwellings, and their respective mortgagees, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the owner or owners of any Private Dwelling or Private Dwellings, and their respective mortgagee or mortgagees, by reason of loss of or damage to any property as to which a determination is made not to repair, replace or restore such property.

In the event of the loss of or damage to Common Property, real or personal, and/or Limited Common Property, and/or Private Dwelling or Dwellings, which loss or damage is covered by the casualty insurance, the proceeds paid to the Association to cover such loss or damage shall be applied to the repair, replacement or reconstruction of such loss or damage, in the following order: first, toward the repair, replacement or reconstruction of the Common Property, including the Limited Common Property, and then toward the repair, replacement or reconstruction of the Private Dwellings. If the insurance proceeds are in excess of the cost of the repair, replacement or reconstruction, then such excess insurance proceeds shall be paid by the Association to the owners of all of the Private Dwellings and their respective mortgagees, irrespective of whether there may be exclusive right to use Limited Common Property appurtenant to any of such Private Dwellings, the distribution to be separately made to the owner of each Private Dwelling and his respective mortgagee or mortgagees, as their interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each Private Dwelling and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as does the undivided interest in Common Property appurtenant to each Private Dwelling bear to the total undivided interests in Common Property appurtenant to all Private Dwellings. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Association are not sufficient to pay for the repair, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then Association shall deposit a sum which, together with the insurance proceeds received or to be received, will enable it to completely pay for the repair, replacement or reconstruction of any loss or damage, as the case may be. The monies to be deposited by Association in latter event, may be paid by Association out of its Reserve for Replacement Fund, and if the amount in such Reserve for Replacement Fund is not sufficient, then Association shall levy and collect an assessment against the owners of all Private Dwellings and said Private Dwellings in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction without regard to the existence of any exclusive right to use Limited Common Property which may be an appurtenance to said Private Dwellings.

In the event of loss of or damage to property covered by such casualty insurance, Association shall, within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such Bond as the Board of Directors of Association may deem to be in the best interests of

the membership of said Association. Wherever it shall appear that the insurance proceeds payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement or reconstruction thereof, the additional monies required to completely pay for such repair, replacement or reconstruction of said loss or damage shall be deposited with said Association no later than thirty (30) days from the date on which said Association shall receive the monies payable under the policy or policies of casualty insurance.

In the event of the loss of or damage to personal property belonging to Association, the Insurance proceeds, when received shall be paid to the Association. In the event of the loss of or damage to personal property constituting a portion of the Common Property and should the Board of Directors of Association determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Association shall be paid to all of the owners of all Private Dwellings and their respective mortgagees or mortgagees, as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

All of the foregoing covenants concerning the lender or other mortgagees are for the benefit of the lender and may be enforced by the lender.

XXV.

APPORTIONMENT OF TAX OR SPECIAL ASSESSMENT IF LEVIED AND  
ASSESSED AGAINST THE CONDOMINIUM AS A WHOLE

In the event that any taxing authority having jurisdiction over the CONDOMINIUM shall levy or assess any Tax or Special Assessment against the CONDOMINIUM, as a whole, as opposed to levying and assessing such Tax or Special Assessment against each Private Dwelling and its appurtenant undivided interest in Common Property, as now provided by law, then such Tax or Special Assessment so levied shall be paid as a common expense by Association, and any Taxes or Special Assessments which are to be levied shall be included, wherever possible, in the estimated Annual Budget of Association, or shall be separately levied and collected as an assessment by Association against all of the owners of all Private Dwellings and said Private Dwellings, if not included in said Annual Budget.

The amount of any Tax or Special Assessment paid or to be paid by Association in the event that such Tax or Special Assessment is levied against the CONDOMINIUM, as a whole, instead of against each separate Private Dwelling and its appurtenant undivided interest in Common Property, shall be apportioned among the owners of all Private Dwellings so that the amount of such Tax or Special Assessment so paid or to be paid by Association and attributable to and to be paid by the owner or owners of each Private Dwelling shall be that portion of such total Tax or Special Assessment which bears the same ratio to said total Tax or Special Assessment as the undivided interest in Common Property appurtenant to each Private Dwelling bears to the total undivided interest in Common Property appurtenant to all Private Dwellings. In the event that any Tax or Special Assessment shall be levied against the CONDOMINIUM in its entirety, without

apportionment by the taxing authority to the Private Dwellings and appurtenant undivided interests in Common Property, then the assessment by Association, which shall include the proportionate share of such Tax or Special Assessment attributable to each Private Dwelling and its appurtenant undivided interest in Common Property, shall separately specify and identify the amount of such assessment attributable to such Tax or Special Assessment, and the amount of such Tax or Special Assessment so designated shall be and constitute a lien prior to all mortgages and encumbrances upon any Private Dwelling and its appurtenant undivided interest in Common Property, regardless of the date of the attachment and/or recording of such mortgage or encumbrance, to the same extent as though such Tax or Special Assessment had been separately levied by the taxing authority upon each Private Dwelling and its appurtenant undivided interest in Common Property.

All personal property taxes levied or assessed against personal property owned by Association shall be paid by said Association and shall be included as a common expense in the Annual Budget of Association.

In apportionment of any Tax or Special Assessment in accordance with the provisions of this Article, such apportionment shall be made without regard to the existence of any exclusive right to use Limited Common Property which may be an appurtenance to any Private Dwelling.

## XXVI. TRANSFER OF PRIVATE DWELLINGS

Conveyances, Sales, Leases, Mortgages and Other Transfers. In order to maintain a community of congenial residents who are financially responsible, and thus protect the value of the apartments, the transfer of apartments by any owner shall be subject to the following provisions as long as the Condominium exists:

1. Transfers subject to approval.

(a) Sale. No Unit Owner may dispose of any Unit or any interest in a Unit by sale without the prior written approval of the Association.

(b) Lease. No Unit Owner may lease a Unit without the prior written approval of the Association. There shall be no rentals or leases allowed during the first 365 days of ownership of a unit. Thereafter, only one rental or lease regardless of duration, shall be permitted per year. The Board of Directors shall, in its sole discretion, be permitted, but not required, to grant exceptions to this Rule because of hardship circumstances.

(c) Gift. If any Unit Owner shall acquire title by gift, the continuance of his ownership of his Unit shall be subject to the written approval of the Association.

(d) Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance the continuance of his ownership of his Unit shall be subject to the written approval of the Association.

(e) Other Transfers. If any Unit Owner shall acquire his title by any manner not considered in the foregoing subsections the continuance of his ownership of his Unit shall be subject to the written approval of the Association.

## 2. Approval by Association.

### (a) Notice to Association

(1) Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest in it shall give to the Association notice of such intention together with the name and address of the intended purchaser, a fully executed copy of the complete proposed sales contract, along with any and all addenda, a completed application for sale and purchase (provided by the Association) a screening fee in the amount provided below and such other information concerning the intended purchaser as the Association may reasonably require. As part of this Notice, the intended purchaser must schedule a personal interview with the Board or a Screening Committee selected by the Board of Directors. The Prospective purchaser must agree to a background investigation including, but not limited to, criminal history, credit history prior residential history and civil litigation history. In the event the prospective purchaser moves in without the prior written permission of the Association, the purchase application shall be deemed automatically withdrawn and the Association shall take all necessary legal acts terminating this unauthorized occupancy and in such event, the prospective purchaser and the unit owner shall be jointly and severally liable for court costs and for reasonable attorney's fees.

(2) Lease. A Unit Owner intending to make a bona fide lease of his Unit shall give to the Association notice of such intention, together with the name and address of the intended lessee, a fully executed copy of the proposed written lease agreement, which shall be on a written lease agreement form approved by the Association. A completed lease application (Provided by the Association), a screening fee and security deposit in the amount provided below and such other information as the Association may reasonably require. As part of this Notice, the intended lessee must schedule a personal interview with the Board or a Screening Committee selected by the Board of Directors. The prospective lessee must agree to a background investigation including but not limited to, criminal history, prior residential history

and civil litigation history. In the event the lessee moves in without the prior written permission of the Association, the lease application shall be deemed automatically withdrawn and the Association shall take all necessary legal acts terminating this unauthorized tenancy, and in such event, the lessee and the unit owner shall be jointly and severally liable for court costs and for reasonable attorney's fees.

(3) Gift, devise or inheritance; other transfers. An apartment owner who has obtained his title by gift devise or inheritance, or by any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such other information concerning the apartment owner as the Association may reasonably require, a certified copy of the instrument evidencing the owner's title a completed owner's application (provided by the Association), and a screening fee in the amount provided below. As part of this Notice, the intended owner must schedule a personal interview with the Board or a Screening Committee selected by the Board of Directors. The prospective owner must agree to a background investigation including, but not limited to, criminal history, prior residential history, credit history and civil litigation history. In the event the prospective owner moves in without the prior written permission of the Association, the owner application shall be deemed automatically withdrawn and the Association shall take all necessary legal acts terminating this unauthorized occupancy, and in such event, the owner and the prior owner shall be jointly and severally liable for court costs and for reasonable attorney's fees.

(4) Failure to give notice. Any event transferring ownership or possession of a Unit which shall occur without the required prior notice having been given to the Association shall be void ab initio and of no force or effect. The Association shall take any and all legal acts as may be necessary to terminate such prohibited transfer of ownership or possession. The Association shall recover its court costs and its reasonable attorney's fees.

(b) Certificates of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction if approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(2) Lease. If the proposed transaction is a lease then within thirty (30) days after receipt of such notice and Information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by any officer of the Association

(3) Gift, devise or inheritance; other transfers. If the apartment owner giving notice has acquired his title by gift devise or inheritance or in any other manner then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the apartment owner's ownership of his apartment. If

approved, the approval shall be stated in a certificate executed by any officer of the Association, in recordable form.

(c) Approval of corporate, trust partnership or other owner or purchaser not a natural person. Inasmuch as the Condominium may be used only for residential purposes and only natural persons can occupy a Unit for residential use, if the Unit Owner or purchaser of a Unit is a corporation, trust, partnership or any other entity not a natural person, the approval of ownership shall be conditioned upon all natural persons intending to occupy the condominium unit receiving prior written approval from the Association for such occupancy in the same manner, procedure and pursuant to the same rights, duties and obligations as if the Unit were being leased.

(d) Screening Fees; Security Deposit. Every request for approval of a proposed sale, lease or other transfer, whether by gift, devise, inheritance or otherwise, shall be accompanied by an approval fee per applicant in the highest amount permitted by law or such lesser amount as the Board may from time to time determine by duly adopted rule. The approval fee shall be paid with the giving of the notice of transfer, and the notice of transfer shall not be complete unless and until the approval fee is paid. The time frame for approval of the transfer shall not begin to run until all true correct and completed documentation has been received, including any additional documentation or information reasonably requested by the Association, and the approval fee is paid. In the event payment of the approval fee is in a form other than cash, cashier's check, certified check or money order, payment shall not be deemed received unless and until the funds have cleared. In addition to such approval fee, in the event of a lease of a unit, the unit owner or prospective lessee shall place a security deposit, in the highest amount permitted by law or such lesser amount as the Board may from time to time determine by duly adopted rule, into an escrow account maintained by the Association. The security deposit shall protect against damages to the common elements or Association property and shall serve as security, for the full and faithful performance by the unit owner and prospective lessee of the term, provisions, obligations and duties set forth in the Condominium Act, Declaration, Articles, Bylaws and Rules and Regulations (hereinafter Condominium Documents), including the timely payment of assessments and fines and the payment of attorney's fees incurred by the Association in connection with any default or breach of the Condominium Documents by the unit owner or prospective lessee. In the event the security deposit, or any portion thereof, shall be applied as provided herein, the unit owner or lessee shall deposit with the Association, upon written demand therefore, an amount sufficient to restore such security deposit to its original amount, and the failure to do so shall constitute a material violation of the Condominium Documents. Any lessee who vacates or abandons the unit at or prior to the expiration of the term specified in the written lease shall give at least seven (7) days' written notice by certified mail or personal delivery to the Association prior to vacating or abandoning the unit, which notice shall include the address where the lessee may be reached. Failure of the lessee to give such notice shall relieve the Association of the notice requirement to impose a claim against the deposit and relieve the Association of the requirement to remit the balance, if any, of the deposit. It shall be presumed that the lessee has abandoned the unit if the lessee

is absent from the unit for a period of time equal to one-half the time for periodic rental payments, unless the lessee has notified the Association, in writing, of an intended absence. The remedies provided for herein are cumulative and in addition to any other remedy available to the Association, and nothing herein shall be deemed to limit or exclude any of the Association's rights or remedies or method of enforcement.

3. Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed in the following manner;

(a) Sale. If the proposed transaction is a sale, and if the owner has made a written demand at the time the notice of intended sale is delivered to the Association for the Association to purchase the unit in the event the sale and purchase is disapproved, then within thirty (30) days after receipt of such notice and information, the Association shall deliver or mail by certified mail, return receipt requested to the Unit Owner an agreement to purchase the Unit signed by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its resident and attested by its Secretary, in which event the Unit Owner shall sell the apartment to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, excepting that at the option of the named purchaser the purchase price may be paid in cash at closing.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated by the disapproved contract, whichever date shall be later.

(2) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(3) If the Association shall fail to purchase or provide a purchaser, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approval and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form.

(b) Lease. If the proposed transaction is a lease the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

(c) Gift, devise or inheritance; other transfers. If the Unit Owner giving notice has acquired his title by gift devise or inheritance or in any other manner, and if the Unit Owner has made a written demand at the time the notice of acquisition of title is delivered to the Association for the Association to purchase the Unit in the event the ownership is disapproved, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by certified mail return receipt requested, to the Unit Owner a written agreement to purchase the apartment offered by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its

President and attested by its Secretary, who will purchase and to whom the apartment owner must sell the apartment upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the receipt by the Unit Owner of such agreement. In the absence of agreement as to fair market value, the fair market value shall be determined by arbitration in accordance with, the then existing rules of the American Arbitration Association, except that the arbitrators shall be two licensed real estate appraisers, experienced in the South Florida condominium market appointed by the American Arbitration Association, who shall base their determination upon the mean average of their appraisals of the apartment; and a judgment of specific performance of the sale upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall be entitled to recover his reasonable attorney's fees and court costs incurred.

(2) The purchase price shall be paid in cash.

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

(4) A certificate of the Association executed by any of its officers in recordable form shall be delivered to the purchaser.

(5) If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided, in recordable form, to the Unit Owner.

(d) Providing Alternate Purchasers, Owners or Lessees. Notwithstanding the above, the Association shall neither have the duty to provide an alternate purchaser or owner, nor shall it assume any responsibility for the denial of a sale, owner or lease application, if the denial is based upon good cause including but not limited to any of the following factors:

(1) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude, and has not had his civil rights restored;

(2) The sale, ownership, lease or the application for approval, on its face or the conduct of the applicant (including all proposed occupants), indicates that the Person seeking approval intends to conduct himself in a manner inconsistent with the condominium documents or that the sale ownership, or lease, if approved would result in a violation of the condominium documents;

(3) The person seeking approval (including all proposed occupants) has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other residences, social organizations or associations, or by his conduct in this community as a tenant or occupant of a Unit;

(4) The person seeking approval (including all proposed occupants) has failed to provide the information required to process the application in a timely manner, has materially misrepresented any fact or information provided in the application or screening process, has failed to pay the transfer/approval fee or payment has been dishonored, has failed to make an appointment for or attend the personal screening or has not agreed, failed to provide or refused to release to the Association the background investigation;

(5) The person seeking to sell, own or lease the apartment is delinquent in the payment of any assessments or other sums owed to the Association;

(6) The person seeking approval (including any proposed occupants) is financially unable to meet the obligations that are incumbent upon an Owner In the Condominium: the purchase of the unit is beyond the financial ability of the person seeking approval, or Inquiry into the financial responsibility of the person seeking approval indicates an inability to afford the mortgage, maintenance assessment and other Unit obligations and other financial obligations not related to the Unit without leasing the Unit;

Nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease, lessee, or application for lease.

4. Certificate of Approval and Waiver of Right of First Refusal. A certificate executed and acknowledged by an officer which officer has been approved and authorized to sign said certificate by a resolution of the Board of Directors of the Association, in recordable form stating that the provisions of this Article XI have been satisfied by a Unit Owner or stating that the right of first refusal contained therein has been duly released or waived by the Association and that, as a result thereof, the rights of the Association there under have terminated, and that the Association's approval of the sale or lease has been granted shall be conclusive with respect to all persons who rely on such certificate in good faith. The Board of Directors shall furnish such certificate upon request to any Unit Owner in respect to whom the provisions of such subsection have in fact, terminated or been waived or for which Association approval has been obtained.

5. Financing of Purchase of Units by the Association. The purchase of any Unit by the Association shall be made on behalf of all Unit Owners. If the available funds of the Association are insufficient to effectuate any such purchase, the Board of Directors may levy an Assessment against each Unit Owner in proportion to his share of the Common Expenses and/or the Board of Directors may, in its discretion, finance the acquisition of such Unit; provided, however, that

no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than the Unit to be purchased.

6. Exceptions. The provisions of Article XI shall not apply with respect to any sale or conveyance of any Unit by the Unit Owner thereof to the Unit Owner's spouse, the Association, any proper officer conducting the sale of a Unit in connection with the foreclosure of an Institutional First Mortgage covering such Unit, or a deed in lieu of foreclosure by a Unit Owner to an Institutional First Mortgagee; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Article XI.

7. Mortgage of Units. Each Unit Owner shall have the right to mortgage his Unit without restriction to any Institutional First Mortgagee. No Unit Owner shall mortgage or otherwise encumber his Unit to a second or lesser priority mortgagee, or a person or entity not an Institutional Mortgagee, without the prior written approval of the Board of Directors.

8. Unauthorized Transactions. Any sale mortgage or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association. Should an unauthorized occupant be found to be residing in a unit in violation of this provision, the Board is authorized to take all action necessary to remove the unauthorized occupant or lessee, including the institution of eviction proceedings against the occupant/tenant in the name of the Association. The violator and the owner of the unit(s) in question shall be jointly and severally liable for the costs and attorney's fees incurred as a result of achieving compliance with this section at the prelitigation, trial and appellate levels. Such fees and costs shall be recoverable by the imposition of an individual assessment against the unit in noncompliance, which assessment may be collected in the same manner as assessments for common expenses.

#### XXVII.

#### ASSOCIATION TO MAINTAIN REGISTRY OF OWNERS AND MORTGAGEES

Association shall at all times maintain a Register setting forth the names of the owners of all of the Private Dwellings, and in the event of the sale or transfer of any Private Dwelling to a third party, the purchaser or transferee shall notify Association in writing of his interest in such Private Dwelling, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Private Dwelling. Further, the owner of each Private Dwelling shall at all times notify Association of the names of the parties holding any mortgage or mortgages on any Private Dwelling and the recording information which shall be pertinent to identify the mortgage or mortgages.

The holder of any mortgage or mortgages upon any Private Dwelling may, if they so desire, notify Association of the existence of any mortgage or mortgages held by such

party on any Private Dwelling, and upon receipt of such notice, Association shall register in its records all pertinent information pertaining to the same.

XXVIII.

ASSESSMENTS: LIABILITY; LIEN AND ENFORCEMENT

Association is given the authority to administer the operation and management of the CONDOMINIUM. To properly administer the operation and management of the project, Association will incur, for the mutual benefit of all of the owners of Private Dwellings, costs and expenses which will be continuing or non-recurring costs, as the case may be, which costs and expenses are sometimes herein referred to as "common expense". Common expenses shall specifically include costs related to providing security for the owners, residents and guests of the Aquarius, including, but not limited to, security personnel, surveillance cameras, roving patrols and/or strategic lighting. In furtherance of the grant of authority to Association to make, levy and collect assessments to pay the costs of the common expenses, the following provisions shall be operative and binding upon the owners of all Private Dwellings, to-wit:

A. All assessments levied against the owners of Private Dwellings and said Private Dwellings shall be uniform and, unless specifically otherwise provided for in this Declaration of Condominium, the assessments made by Association shall be in such proportion that the amount of assessment levied against each owner of a Private Dwelling and his Private Dwelling, shall bear the same ratio to the total assessment made against all owners of Private Dwellings and their Private Dwellings as does the undivided interest in Common Property appurtenant to each Private Dwelling bear to the total undivided interest in Common Property appurtenant to all Private Dwellings, without increase or diminution for the existence or lack of existence of any exclusive right to use Limited Common Property which may be an appurtenance to any Private Dwelling. Should Association be the owner of any Private Dwelling or Private Dwellings, the assessment which would otherwise be due and payable to Association by the owner of such Private Dwelling or Private Dwellings, reduced by the amount of income which may be derived from the leasing of such Private Dwelling or Private Dwellings by Association, shall be apportioned and assessment therefore levied ratably among the owners of all Private Dwellings which are not owned by Association, based upon their proportion-ate interests in the Common Property exclusive of the interests therein appurtenant to any Private Dwelling or Private Dwellings owned by Association.

B. The assessment levied against the owner of each Private Dwelling and his Private Dwelling, shall be payable in such installment, and at such times, as may be determined by the Board of Directors of Association.

C. The Board of Directors of Association shall establish an Annual Budget in advance for such fiscal year which shall correspond to the calendar year, and such Budget shall project all expenses for the forthcoming year which may be required for the proper

operation, management and maintenance of the CONDOMINIUM, such Budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Upon adoption of such Annual Budget by the Board of Directors of Association, copies of said Budget shall be delivered to each owner of a Private Dwelling, and the assessment for said year shall be established based upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessment levied are or may prove to be insufficient to pay the costs of operation and management of the CONDOMINIUM; or, in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

D. OMITTED.

E. The Board of Directors of Association, in establishing said Annual Budget for operation, management and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of Private Dwellings as a result of emergencies or for other reason placing financial stress upon the Corporation. The annual amount allocated to such operating reserve and collected therefore shall be determined by the Board of Directors. In no event shall surplus or excess sums be construed as income to the Association, but will be a liability of the Association in favor of the Private Dwelling owners in direct proportion to their percentage of interest in the Common Property.

F. All monies collected by Association shall be treated as the separate property of the said Association, and such monies may be applied by the said Association to the payment of any expense of operating and managing the CONDOMINIUM, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said corporation, and as the monies for any assessment are paid unto Association by any owner of a Private Dwelling, the same may be comingled with the monies paid to the Association by the owners of Private Dwellings. Although all funds and other assets of Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Property shall be held for the benefit of the members of Association, no member of said Corporation shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Private Dwelling. When the owner of a Private Dwelling shall cease to be a member of Association by reason of the divestment of his ownership of such Private Dwelling, by whatever means, Association shall not be required to account to such owner for any share of the funds or assets of

Association, or which may have been paid to said Association by such owner, as all monies which any owner has paid to Association shall be and constitute an asset of said corporation which may be used in the operation and management of the CONDOMINIUM.

G. Assessments and installments on such assessments paid on or before ten (10) days after date when due shall not bear interest, but all sums not paid on or before ten (10) days after the date when due shall bear interest at the highest rate per annum allowed by law from the date when due until paid. In addition to such interest, the Association may charge an administrative late fee in the amount of the greater of \$25.00 or 5% of each installment of the assessment or such other amount as may be provided by the Florida Condominium Act, as amended from time to time, for each delinquent installment that the payment is late. This administrative late fee shall be secured by the Association's lien rights. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to the administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or restriction placed on or accompanying a payment. If any Private Dwelling is in default in the payment of any assessment owed to the Association for more than thirty (30) days after written demand by the Association, the Association upon written notice to the defaulting Private Dwelling owner shall have the right to accelerate and require such defaulting Private Dwelling owner to pay to the Association assessments for common expenses for the remainder of the fiscal year, based upon the then existing amount and frequency of assessments for common expenses. In the event of such acceleration the defaulting Private Dwelling owner shall continue to be liable for any increases in the regular assessments for common expenses, for all special assessments, for common expenses, and/or all other assessments payable to the Association.

H. A Private Dwelling owner, regardless of how his, her, or its title has been acquired, including the purchaser at a judicial sale, is liable for all assessments which come due while he, she, or it is the Private Dwelling owner. Additionally, the Private Dwelling Owner is jointly and severally liable with the previous Private Dwelling 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 Private Dwelling Owner may have to recover from the previous Private Dwelling Owner the amounts paid by the Private Dwelling Owner. For the purposes of this paragraph, the term "previous Private Dwelling Owner" does not include the Association. Notwithstanding the foregoing, the rights of any and all Institutional First Mortgagees holding a mortgage on any Unit in the Association and their liability for unpaid assessments in the event of foreclosure or deed in lieu of foreclosure of such mortgage, shall be determined in accordance with the provisions of Florida Statutes Chapter 718, as same may be amended or renumbered from time to time.

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

I. No owner of a Private Dwelling may exempt himself from Liability for any assessment levied against such owner and his Private Dwelling by waiver of the use or enjoyment of any of the Common Property, Limited Common Property, or by abandonment of the Private Dwelling, at in any other manner. Whenever any Private Dwelling may be leased, sold or mortgaged by the owner thereof which lease or sale shall be concluded only upon compliance with other provisions of this Declaration of Condominium, ASSOCIATION, upon written request of the owner of such Private Dwelling or his or her designee, shall issue an estoppel certificate compliant with the provisions of Florida Statutes s. 718.116(8), as same may be amended or renumbered from time to time.

In the event that a Private Dwelling is to be leased, sold or mortgaged at the time when the owner of said apartment is in default in the payment of any assessment due to the ASSOCIATION (whether or not a claim of lien has been recorded by ASSOCIATION), then the rent proceeds of such purchase or mortgage proceeds, shall be applied by the lessee purchaser or mortgagee first to payment of any then delinquent assessment or installments thereof due to ASSOCIATION before the payment of any rent, proceeds of purchase or mortgage proceeds to the owner of any Apartment who is responsible for payment of such delinquent assessments.

Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by ASSOCIATION which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

J. Recognizing that the necessity for providing proper operation and management of the Project entails the continuing payment of costs and expenses therefor, which results in benefit to all of the owners of Private Dwellings, and that the payment of such Common Expense represented by the assessments levied and collected by Association is necessary in order to preserve and protect the investment of the owner of each Private Dwelling, the Association is hereby granted a lien upon such Private Dwelling and its appurtenant undivided interest in Common Property, and if applicable, upon any exclusive right to use Limited Common Property which may be an appurtenance to any such Private Dwelling, which lien shall secure and does secure monies due for all assessments now or hereafter levied against the owner of each Private Dwelling, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to Association, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by Association in enforcing this lien upon said Private Dwelling and its appurtenant undivided interest in the Common Property and Limited Common Property. The lien granted to Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida; and in any suit for the foreclosure of said lien, the Association shall be entitled to rental from the owner

of any Private Dwelling from the date on which the payment of any assessment or installment thereof became delinquent and shall be entitled to the appointment of a Receiver for said Private Dwelling, without notice to the owner of a such Private Dwelling. The rental required to be paid shall be equal to the rental charged on comparable type of Dwelling Units. The lien granted to the Association shall further secure such advances for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien and the Association shall further be entitled to interest at the rate of 8% per annum on any such advances made for such purpose. All persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any PRIVATE DWELLING, or who may be given or acquire a mortgage, lien or other encumbrance thereon, is hereby placed on notice of the lien granted to ASSOCIATION, and shall acquire such interest in any PRIVATE DWELLING expressly subject to such lien, upon its recording as provided hereinafter.

K. Every assessment, regular or special, made here under and interest in the highest amount permitted by law, reasonable attorney's fees, and costs incurred in collecting same shall be a lien against the Condominium Parcel against which the assessment is made, and such lien shall arise in favor of the ASSOCIATION. The lien is effective from and shall related back to the recording of the original declaration of condominium. However, as to Institutional First Mortgages of record, the lien is effective from and after recording of a claim of lien in the public records of the county in which the Condominium Parcel is located. To be valid, a claim of lien must state the description of the Condominium Parcel, the name of the record owner, the name of the Association, the amount due and the date when due, and the lien for all sums due thereafter shall date back to said date, and shall be deemed to be prior to and superior to the creation of any Homestead status for any Private Dwelling and to any subsequent lien or encumbrance, except an "Institutional First Mortgage" as hereinafter defined. The Board of Directors may take such action as they deem necessary to collect assessments by personal action or by enforcing and foreclosing said lien and may settle and compromise same if in the best interests of the ASSOCIATION. The delinquent Private Dwelling owners shall pay all costs, including interest in the highest amount permitted by law, reasonable attorneys' fees for filing any action or a suit enforcing and foreclosing a lien, and the lien shall be deemed to cover such costs. The ASSOCIATION shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien and to apply against said bid all sums due the ASSOCIATION for assessments. interest and collection costs, the foregoing remedies of the ASSOCIATION in recovering unpaid assessments owing by members shall be in addition to all of the remedies provided the ASSOCIATION by the Statutes of the State of Florida.

For the purposes of this instrument, an "Institutional First Mortgage" shall be defined as a first mortgage originally executed and delivered to a bank, savings and loan association or insurance company authorized to transact business in the State of Florida.

XXIX.  
TERMINATION

If this Declaration of Condominium and the Plan of Condominium established herein is to be terminated, then a Certificate of Resolution of the Board of Directors of Association to said effect and notice of the cancellation and termination hereof shall be executed by the President and Secretary of Association in the recordable form, and such instrument shall be recorded in the Public Records of the county in which the condominium property is situated. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, all of the owners of Private Dwellings shall be and become tenants in common as to the ownership of the Condominium property herein described, and any then remaining improvements thereon, the undivided interest in such property and remaining improvements held by the owner or owners of each Private Dwelling to be the same as the undivided interest in Common Property which was formerly appurtenant to such Private Dwelling and the lien of any mortgage or other encumbrance upon each Private Dwelling shall attach, in the same order of priority, to the percentage of undivided interest of the owner of a Private Dwelling in the property and then remaining improvements as above provided.

Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance proceeds which may be due under any policy or policies of casualty insurance to the owners of the Private Dwellings and mortgages, as their respective interests may appear, each distribution to be made to the owner or owners of each Private Dwelling in accordance with their then undivided interest in the condominium property and remaining improvements as hereinbefore provided, The assets of Association, upon termination of the Plan of Condominium Ownership created hereby, shall then be distributed to all of the owner of owners of each Private Dwelling and to his or their mortgagees, as their respective interests may appear, in the same manner as was above provided for the distribution of any final insurance proceeds.

This Declaration of Condominium and the Plan of Condominium Ownership may only be terminated by the unanimous consent of all of the owners of all Private Dwellings and all of the parties holding mortgages, liens or other encumbrances against any of said Private Dwellings, in which event the termination of the Condominium shall be by such plan as may be then adopted by said owner or parties holding any mortgages, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be by such Plan as may be then adopted by said owners and parties holding any mortgage, liens or other encumbrances. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be executed in writing by all of the a forenamed

parties, and such instrument or instruments shall be recorded in the Public Records of the County in which the condominium property is situated.

In the event of the termination of the Condominium as above provided, any exclusive right to use Limited Common Property which may be an appurtenance to any Private Dwelling, shall be automatically cancelled and terminated; and all Limited Common Property shall be treated in the same manner as though the same constituted a portion of Common Property.

XXX.

AMENDMENT OF DECLARATION OF CONDOMINIUM

Except for any alteration in the percentage of ownership in Common Property appurtenant to each Private Dwelling, or alteration of the basis for apportionment of assessments which may be levied by Association in accordance with the provisions hereto, in which said instances consent of all of the owners of all Private Dwellings and their respective mortgagees shall be required, this Declaration of Condominium may be amended in the following manner:

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of Association acting upon a vote of the majority of the Directors, or by the members of the Association owning a majority of the Private Dwellings in the CONDOMINIUM, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of Association, or other officer of Association in the absence of the President, who shall thereupon call a Special Meeting of the members of Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the member at his Post Office address as it appears on the records of Association, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver, when filed in the records of Association, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of the members owning not less than a majority of the Private Dwellings in the condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of this Declaration of Condominium shall be

transcribed and certified by the President and Secretary of Association as having been duly adopted and the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a deed, shall be recorded in the Public Records of the county in which the condominium property is situated, within the (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the officers of Association shall be delivered to all of the owners of all Private Dwellings, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of Association at or prior to such meeting.

Notwithstanding anything to the contrary hereinabove set forth, the following provisions shall govern and prevail:

(a) Until the first Private Dwelling is conveyed by deed recorded among the Public Records of the county in Which the condominium property is situated, the declarer executing this Declaration of Condominium shall have the sole right to amend, alter, change or modify the terms and provision of this Declaration of Condominium except that no such amendment, alteration, change or modification in the percentage of ownership in Common Property appurtenant to each Private Dwelling or alteration of the basis for apportionment of assessments which may be levied by the Association in accordance with the provisions hereof, may be made without the written consent of all persons who have theretofore contracted to purchase a Private Dwelling in the condominium.

(b) So long as the Lender is the holder of any mortgage on the Condominium property or on any Private Dwelling in the Condominium, no change, amendment, alteration or modification may be made to this Declaration of Condominium without its prior written consent and approval.

#### XXXI.

#### REMEDIES IN EVENT OF DEFAULT

The owner or owners of each Private Dwelling shall be governed by and shall comply with the provisions of this Declaration of Condominium, the Articles of Incorporation, By-laws of Association and Association Rules and Regulations, as any of the same are now constituted or as they may be amended from time to time. A default by the owner or owners of any Private Dwelling shall entitle Association or the owner or owners of other Private Dwelling or Private Dwellings to the following relief:

A. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation, By-laws of Association, or Association Rules and Regulations, as any of the same are now constituted, or as they may be amended from time to time, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by Association, or if appropriate, by an aggrieved owner of a Private Dwelling.

B. The owner or owners of each Private Dwelling shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Private Dwelling or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

C. In any proceeding arising because of an alleged default by the owner of any Private Dwelling, the successful party shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the Court.

D. The failure of Association or of the owner of a Private Dwelling to enforce any right, provision, covenant or condition which may be granted by this Declaration or other above mentioned documents shall not constitute a waiver of the right of the Association or of the owner of a Private Dwelling to enforce such right, provision, covenant or condition in the future.

E. All rights, remedies and privileges granted to Association or the owner or owners of a Private Dwelling pursuant to any terms, provisions, covenants or conditions of this Declaration or other above mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

XXXII.

USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM  
TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS  
OF DECLARATION OF CONDOMINIUM RULES AND REGULATIONS

All present or future owners, tenants or any other person who might use the facilities of the Condominium in any manner are subject to the provisions of this Declaration of Condominium, the Articles of Incorporation, the By-Laws and Rules and Regulations

heretofore or hereafter adopted, and the mere acquisition or rental of any Private Dwelling, or the mere act of occupancy of any Private Dwelling, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

XXXIII – Reserved

XXXIV.

In the event that any of the terms, provisions or covenants of this Declaration of Condominium are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

XXXV.

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan of condominium ownership.

The words CONDOMINIUM, CONDOMINIUM BUILDING(S), CONDOMINIUM PROPERTY, APARTMENT BUILDING and APARTMENT BUILDING PROPERTY have been used synonymously herein.

The words APARTMENT, APARTMENT UNIT and PRIVATE DWELLING and PRIVATE DWELLING UNIT have been used synonymously herein.

The words LIMITED COMMON PROPERTY mean the spaces, rooms and areas specifically designated as such on Exhibit "D" hereto attached.

The term OWNER means the person, firm or corporation owning the fee simple title interest in any Private Dwelling.

The word "ASSOCIATION" is AQUARIUS CONDOMINIUM ASSOCIATION, INC.

XXXVI.

VOTING RIGHTS OF MEMBERS

On all matters on which the membership shall be entitled to vote, there shall be only one vote for each Private Dwelling in the Condominium, which vote may be exercised by the

owner or owners of each Private Dwelling in such manner as may be provided for in the By-Laws of the Condominium Association. Should any member own more than one Private Dwelling, such member shall be entitled to exercise or cast as many votes as he owns Private Dwellings in the manner provided by the said By-Laws.

XXXVII.

DECLARATION OF CONDOMINIUM BINDING UPON DECLAROR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS, AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Private Dwelling and its appurtenant undivided interest in Common Property, Common Surplus, and Limited Common Property, and this Declaration of Condominium shall be binding upon the parties hereto and their heirs, legal representatives and successors and assigns, and upon all parties who may subsequently become owners of Private Dwellings in the Condominium and their respective heirs, legal representatives, successors and assigns.

XXXVIII.

LEASE OF RECREATIONAL FACILITIES

Aquarius Condominium Association, Inc., as Corporate Lessee, entered into a 99-year lease agreement, which lease demised the premises situated in Broward County, Florida, and which are more particularly described on Exhibit "C" attached and made a part of the original Declaration of Condominium. All monies due under the provisions of the said lease, including, without limitation, rent, taxes, assessments, insurance premiums and the cost of maintaining the leased premises and fulfilling the Leasehold obligations and duties of the Association, were declared to be a common expense necessarily incurred and to be incurred as an integral and essential part of the condominium operation.

The Association, as Buyer, entered into a contract with Messrs. Paul Bell and Norman Feinberg and their respective spouses, Belle Bell and Saralyne Feinberg (collectively "Sellers"), to acquire the Fee Simple Title to the property constituting the recreational facilities serving the Condominium under the 99-Year Lease dated March 1, 1973, and recorded in O.R. Book 5245, Page 191, et seq. , Broward County Records, together with the Lessor's interest in the said 99-Year Lease, and also two lots on the west side of A1A opposite the Condominium, the said lots being described as Lots 21 and 22 in Block 15 of Beverly Beach, Plat Book 22, page 13, Broward County Records. It was and is the intention of the Association to hold title to such property as Common Property and Limited Common Property, pursuant to Article III of the Declaration of Condominium. The Association, as Mortgagor, entered into that certain Mortgage bearing the date of June

4, 1976, and recorded in Official Records Book 6614, Page 16 in the Public Records of Broward County, Florida, securing same to Sellers as evidence and security for the purchase price. Said Mortgage was subsequently satisfied, as evidenced by that certain Satisfaction of Mortgage, bearing the date of January 18, 1985, and recorded at OR Book 23099, Page 620, of the Public Records of Broward County, Florida.

\*\*\*\*END OF DECLARATION DOCUMENT\*\*\*\*