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OF
LAS BRISAS, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM

OF

LAS BRISAS, A CONDOMINIUM

MORGRAN DEVELOPMENT CORPORATION hereinafter called "Developer", does hereby make, declare, and establish this Declaration of Condominium (hereinafter sometimes called "this Declaration"), as and for a plan of condominium apartment ownership for LAS BRISAS, A CONDOMINIUM, consisting of real property and improvements thereon as hereinafter described.

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

I

ESTABLISHMENT OF CONDOMINIUM

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

SEE SHEET 3 OF EXHIBIT "B" ATTACHED HERETO

and on which property the Developer owns one (1) two-story apartment building containing a total of eight (8) townhouse apartments and other appurtenant improvements as hereinafter described. The Developer does hereby submit the above described real property, together with the improvements thereon, to condominium ownership pursuant to the Florida Condominium Act, and hereby declares the same to be known and identified as LAS BRISAS, A CONDOMINIUM, hereinafter referred to as the "condominium".

The provisions of the Florida Condominium Act are hereby adopted herein by express reference and shall govern the condominium and the rights, duties and responsibilities of apartment owners hereof, except where permissive variances therefrom appear in the Declaration and the Bylaws and Articles of Incorporation of LAS BRISAS, CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit.

The definitions contained in the Florida Condominium Act shall be the definition of like terms as used in this Declaration and exhibits thereto unless other definitions are specifically set forth. As the term is used herein and in exhibits hereto, "apartment" shall be synonymous with the term "unit" as defined in said Act, and the term "apartment owner" synonymous with the term "unit owner" as defined therein.

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof, and marked Exhibit "A", consisting of nine (9) pages and Exhibit "B" consisting of five (5) pages, are surveys of the land and graphic descriptions of the improvements in which apartments are located, and plot plan thereof, identifying the apartments, the common elements and the limited common elements, and their respective locations and dimensions.

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

ALLEN ENGINEERING, INC.
By: John R. Campbell
Professional Land Surveyor
No. 2351, State of Florida

and have been certified in the manner required by the Florida Condominium Act. Each apartment is identified and designated by a specific number. No apartment bears the same numerical designation as any other apartment. Said specific numbers identifying each apartment are listed on Sheets 4 and 5 of Exhibit "A".

It is anticipated that the condominium project will be expanded by the addition of one (1) two-story building containing a total of eight (8) townhouse apartments and other appurtenant improvements as hereinafter described which the Developer owns on adjacent property. Phase Two shall consist of Building B, which is described in detail in the surveys, graphic descriptions and plot plan contained in Exhibit "B" attached hereto. The property upon which Phase Two is located is more particularly described as follows, to-wit:

SEE SHEET 4 OF EXHIBIT "B" ATTACHED HERETO.

The units in Phase Two consist of six (6) three-bedroom, two and one-half bath units, with a patio and garage, and two (2) two-bedroom, two and one-half bath units, with a patio and garage.

Initially, each unit owner will own an undivided one-eighth (1/8) share in the common elements. When Phase Two is added, each unit owner will own an undivided one-sixteenth (1/16) share in the common elements. The recreational areas and facilities to be owned as common elements by all unit owners are described in Exhibit "B" attached hereto. Initially, there shall be a total of eight (8) votes to be cast by the owners of the condominium units. When Phase Two is added, there shall be a total of sixteen (16) votes to be cast by the owners of the condominium units. The owner of each condominium unit shall be

entitled to cast one (1) vote as provided in Article VI of this Declaration of Condominium. If Phase Two is not added as a part of the condominium, the membership vote and ownership in the Association shall not be changed by the failure of the Developer to add an additional phase, but shall be as provided in this paragraph. The occupants of Phase Two shall have a non-exclusive easement to the recreational areas, walks, terraces, paved driveways and other common property from and to the beach and public highway bounding the condominium complex with all the unit owners of Phase One until such time as Phase Two is added. In the event Phase Two is not added, the occupants of these phases shall continue to have a non-exclusive easement with all the unit owners. The unit owners in Phase One shall have a non-exclusive easement to the recreational areas in Phase Two until such time as this phase is added. The Developer or the Association after turnover shall charge the occupants of Phase Two a reasonable fee for the use of the recreational areas to defray the expense of maintenance and upkeep of said facilities until such time as such phase is added. The failure of an occupant to pay the assessed fee shall terminate the right of the occupant to use said facilities until the account is brought current.

Nothing herein contained shall be construed so as to commit the Developer to go beyond Phase One. It is anticipated that all construction will be completed by December, 1980.

III

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

Each apartment shall be conveyed as an individual property capable of independent use and fee simple ownership and the owner or owners of each apartment shall own, as an appurtenance to the ownership of each said apartment, an undivided one-eighth (1/8) share of all common elements of the condominium, which includes, but is not limited to, ground support area, walkways, yard area, parking areas, foundations, etc., and substantial portions of the exterior walls, floors, ceiling and wall between units. The space within any of the units and common property shall not be further subdivided. Any undivided interest in the common property is hereby declared to be appurtenant to each unit and such undivided interest shall not be separated from the unit and such interest shall be deemed conveyed, devised, encumbered or otherwise included with the unit even though such interest is not expressly mentioned or described in the conveyance, or other instrument. Any instrument, whether a conveyance, mortgage or otherwise, which described only a portion of the space within any unit shall be deemed to describe the entire unit owned by the person executing such instrument and an undivided one-eighth (1/8) interest in all common elements of the condominium.

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

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

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

All units and the common property shall be subject to a perpetual easement in gross granted to LAS BRISAS CONDOMINIUM ASSOCIATION, INC. and its successors, for ingress and egress for the purpose of having its employees and agents perform all obligations and duties of the Association set forth herein; however, that access to the units shall only be at reasonable times.

The common expenses shall be shared and the common surplus shall be owned in the same proportion as each unit owner's share of the ownership of the common elements; namely, an undivided one-eighth (1/8).

IV

APARTMENT BOUNDARIES, COMMON ELEMENTS, AND LIMITED COMMON ELEMENTS

Apartments are the individual townhouse apartments, each of which includes an enclosed patio and garage and in "A" type units, a covered carport also. Each townhouse apartment consists of the space bounded by the vertical projections of the inside apartment boundary lines, which includes the inside boundary lines of the enclosed garage, covered carport, entryway and patio as indicated by the dark solid lines on the floor plans more specifically shown on Sheets 4 through 9 of Exhibit "A". The upper and lower boundaries of the apartments are shown by the elevations contained in the notes to the floor plans.

There are limited common elements appurtenant to each of the units in this condominium, as shown and reflected by the floor and plot plans. These limited common elements are reserved for the use of the units appurtenant thereto, to the exclusion of other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the limited common elements so appurtenant. Each unit shall have separate water and electric meters which shall be considered limited common elements, and each unit owner shall pay these expenses.

Expenses of maintenance, repair or replacement relating to the limited common elements shall be treated as and paid for as a part of the common expenses of the Association, except the expenses of maintenance relating to the floor and ceiling surfaces shall be borne by and assessed against the individual unit owner. However, the expense of maintenance, repair or replacement made necessary by the act of any unit owner shall be borne by said unit owner.

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

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

V

ADMINISTRATION OF CONDOMINIUM BY
LAS BRISAS CONDOMINIUM ASSOCIATION, INC.

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

The Association shall have all of the powers and duties incident to the operation of the condominium as set forth in this Declaration and the Articles of Incorporation and Bylaws of the Association, as well as all the powers and duties set forth in the Condominium Act where the same are not in conflict with or limited by this Declaration and said Articles and Bylaws. True and correct copies of the Articles of Incorporation and the Bylaws are attached hereto, made a part hereof, and marked Exhibit "C" and Exhibit "D", respectively.

VI

MEMBERSHIP AND VOTING RIGHTS

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

There shall be a total of eight (8) votes to be cast by the owners of the condominium units. Such votes shall be apportioned and cast as follows: The owner of each condominium unit (designated as such on the exhibits attached to this Declaration) shall be entitled to cast one (1) vote. Where the condominium unit is owned by the managing non-profit corporation, no vote shall be allowed for such condominium unit. Where a condominium unit is owned by more than one (1) person, all the owners thereof shall be collectively entitled to the vote assigned to such unit and such owners shall, in writing, designate an individual who shall be entitled to cast the vote in behalf of the owners of such condominium unit of which he is a part until such authorization shall have been changed in writing. The term, "owner", as used herein shall be deemed to include the Developer.

All of the affairs, policies, regulations and property of the corporation shall be controlled and governed by the Board of Administration of the corporation who are all to be elected annually by the members entitled to vote, as provided in the Bylaws of the corporation. Each director shall be the owner of a condominium unit (or a partial owner of a condominium unit where such unit is owned by more than one (1) individual, or if a unit is owned by a corporation, including the Developer, any duly elected officer or officers of an owner corporation may be elected a director or directors). The first election of Directors shall be held sixty (60) days from the date of recording of the Declaration of Condominium.

VII

COMMON EXPENSES, ASSESSMENTS, COLLECTION
LIEN AND ENFORCEMENT, LIMITATIONS

The Board of Administration of the Association shall adopt annual budgets in advance for each fiscal year which shall contain

estimates of the cost of performing the functions of the Association, including but not limited to the common expense budget, which shall include, without limitation the generality of the foregoing, the estimated amounts necessary for maintenance, and operation of common elements and limited common elements, landscaping, street and walkways, office expense, utility services, replacement and operating reserve, casualty insurance, liability insurance, administration and salaries. Failure of the Board to include any item in the annual budget shall not preclude the Board from levying an additional assessment in any calendar year for which the budget has been projected. In determining such common expenses, the Board of Administration may provide for an operating reserve not to exceed fifteen percent (15%) of the total projected common expenses for the year. Each apartment owner shall be liable for the payment to the Association of one-eighth (1/8) of the common expenses as determined in said budget.

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

Special assessments may be made by the Board of Administration from time to time to meet other needs or requirements of the Association in the operation and management of the condominium and to provide for emergencies, repairs or replacements, and infrequently recurring items of maintenance. However, any special assessment which is not connected with an actual operating, managerial or maintenance expense of the condominium, shall not be levied without the prior approval of the members owning at least seventy-five percent (75%) of the apartments in the condominium.

The liability for any assessment or portion thereof may not be avoided by an apartment owner or waived by reason of such apartment owner's waiver of the use and enjoyment of any of the common elements of the condominium or by his abandonment of his apartment.

The record owners of each unit shall be personally liable, jointly and severally, to the Association for the payment of all assessments, regular or special, made by the Association and for all costs of collection of delinquent assessments. In the event assessments against a unit are not paid within thirty (30) days after their due date, the Association shall have the right to foreclose its lien for such assessments.

Assessments that are unpaid for over thirty (30) days after due date shall bear interest at the rate of ten percent (10%) per annum until paid. The Board of Administration shall have the sole discretion to impose a late charge not to exceed Twenty-five and No/100 (\$25.00) Dollars on any payment more than ten (10) days late.

The Association shall have a lien on each condominium parcel (the term "condominium parcel" shall include the condominium unit and the interest in the common elements) for any unpaid assessments and interest thereon which has been assessed against the unit owner of such condominium parcel and for reasonable attorneys' fees incurred by the Association incident to the collection of the assessment or enforcement of said lien. The said lien shall be effective from and after the time of recording in the public records of Brevard County, Florida (the same being the county in which the subject condominium is located) of a claim of lien stating the description of the condominium parcel, the name of the record owner, the amount due and the date when due, and the said lien shall continue in effect until all sums secured by the lien shall have been fully paid. All such claims of lien shall include only assessments which are due and payable when the said claim of lien is recorded and all such claims of lien shall be signed and verified by an officer or agent of the corporation. Where any such lien shall have been paid in

full, the party making payment thereof shall be entitled to receive a satisfaction of such lien in such form that it may be recorded in the public records of Brevard County, Florida. By recording a notice in substantially the following form, a unit owner or his agent or attorney may require the Association to enforce a recorded claim of lien against his condominium parcel:

Notice of Contest of Lien

To: LAS BRISAS CONDOMINIUM ASSOCIATION, INC.
2051 Atlantic Avenue
Melbourne Beach, Florida

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

Executed this _____ day of _____, 19_____.

Signed: _____
Owner, Agent or Attorney

After service of a copy of the Notice of Contest of Lien, the Association shall have ninety (90) days in which to file an action to enforce the lien, and if the action is not filed within that ninety (90) day period, the lien is void.

The Association may bring an action in its name to foreclose a lien for assessment in the manner a mortgage or real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

No foreclosure judgment may be entered until at least thirty (30) days after the Association give written notice to the unit owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the unit owner or by certified mail, return receipt requested addressed to the unit owner. If after diligent search and inquiry the Association cannot find the unit owner or a mailing address at which the unit owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the unit owner records a Notice of Contest of Lien as provided in Section 718.116(4).

If the unit owner remains in possession of the unit and the claim of lien is foreclosed, the court in its discretion may require the unit owner to pay a reasonable rental for the unit and the Association is entitled to the appointment of a receiver to collect the rent.

The provisions of Section 718.116 of the Florida Condominium Act, where the same are not in conflict with other provisions of this Article VII of this Declaration, are incorporated herein by reference and made a part hereof.

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

When the mortgagee of a first mortgage of record, or other purchaser, of a condominium unit obtains title to the condominium parcel as a result of foreclosure of the first mortgage, or as the result of a deed given in lieu of foreclosure, such acquirer of title and his successors

and assigns shall not be liable for the share of common expenses or assessments by the Association pertaining to the condominium parcel or chargeable to the former unit owner of the parcel which became due prior to acquisition of title as a result of the foreclosure, unless the share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the unit owners, including such acquirer, his successors and assigns. The foregoing provision may apply to any mortgage of records and shall not be restricted to the first mortgages of record. A first mortgagee acquiring title to a condominium parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during the period of its ownership of such parcel, whether or not such parcel is unoccupied be excused from the payment of some or all of the common expenses coming due during the period of such ownership.

Any unit owner has the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his condominium parcel. The holder of a mortgage or other lien of record has the same right as to any condominium parcel upon which he has a lien.

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

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

Any person purchasing or encumbering a unit shall have the right to rely upon any statement made in writing by an officer of the Association regarding assessments against units which have already been made and which are due and payable to the Association and the Association and the members shall be bound thereby. No action or suit shall be brought to enforce foreclosure of any lien arising under this Declaration after two (2) years from the date of any unpaid assessment.

The Association may at any time require owners to maintain a minimum balance on deposit with the corporation to cover future assessments. Said deposit shall be uniform for similar units, in accordance with the percentage set out hereinabove, and shall in no event exceed three (3) months' assessment. Anything in this Declaration or the Exhibits attached hereto to the contrary notwithstanding, the provisions of said Declaration and exhibits attached hereto, shall not be applicable, effective or binding insofar as the management of the condominium or the levying of assessments is concerned, until actual management of the condominium project is delivered and turned over by the developer to the non-profit corporation mentioned hereinabove, except, however, the owners shall place members on the Board of Administration in accordance with the schedule as follows: When unit owners other than the Developer own fifteen percent (15%) or more of the units, the unit owners shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Administration three (3) years after sales by the Developer have been closed on fifty percent (50%) of the units, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the units, or when all of the units have been completed and some of them have been sold and none of the others are being offered for sale in the ordinary course of business, whichever shall occur first. Until a turnover is perfected as set out above, the Developer shall retain management of the condominium project, and in so doing shall collect all assessments, the same being payable to the Developer during this interim.

The Developer shall, during this interim, have a lien on each parcel for any unpaid assessments thereon, against the unit owner and condominium parcel, and have the same remedies of personal action and/or foreclosure of said lien to perfect collection.

A unit owner, regardless of how title is acquired, including without limitation, a purchaser at a judicial sale, shall be liable for all assessments coming due while he is an owner of a unit. In a voluntary conveyance the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amount paid by the grantee therefor.

VIII

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

a. All insurance policies upon the condominium property shall be purchased by the Association. The named insured shall be the Association and the apartment owners and their mortgagees as their interest may appear. Provisions shall be made for the issuance of mortgagee endorsements and/or memoranda of insurance to the apartment owners and their mortgagees.

b. The Association shall be required to obtain and maintain casualty insurance covering all improvements upon the land, including all parts of the building, both exterior and interior, and including fixtures, as are ordinarily covered by similar types of insurance policies, in an amount equal to the maximum insurable replacement value, exclusive of foundation and excavation costs, as determined annually by the insurance carrier, or, if approved by the Board of Administration such insurance may be carried on not less than full insurable value basis. The coverage shall afford protection against loss or damage by fire, windstorm, and other hazards covered by a standard extended coverage endorsement, and such other risks as shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief. The Association shall also be required to carry public liability insurance in sufficient amounts to provide adequate protection for the Association and its members. All liability insurance maintained by the Association shall contain cross liability endorsements to cover liability of the apartment owners as a group to each apartment owner.

The Association may carry such other insurance, or obtain such other coverage as the Board of Administration may determine to be desirable. Employer's liability insurance shall be obtained if necessary to comply with the Workmen's Compensation Law.

c. The premiums upon all insurance policies shall be paid by the Association as an operating expense.

d. Any proceeds becoming due under the casualty insurance policy or policies for loss, damage or destruction sustained to the building or other improvements, shall be payable to the Association, the owners and the mortgagees which have been issued loss payable endorsements and/or memoranda of insurance.

In the event any loss, damage or destruction to the insured premises is not substantial (as such term "substantial" is hereinafter defined), and such loss, damage or destruction is replaced, repaired or restored with the Association's funds, the first mortgagees which are named as payees upon the draft issued by the insurance carrier shall endorse the draft and deliver the same to the Association, provided, however, that any repair and restoration on account of physical damage shall restore the improvements to substantially the same condition as existed prior the the casualty.

Substantial loss, damage or destruction as the term is herein used, shall mean any loss, damage or destruction sustained to the insured improvements which would require an expenditure of sums in excess of twenty percent (20%) of the amount of coverage under the Association's casualty insurance policy or policies then existing, in order to restore, repair or reconstruct the loss, damage or destruction sustained.

Any casualty insurance proceeds becoming due by reason of substantial loss, damage or destruction sustained to the condominium improvements shall be payable to the Association and all first mortgagees which shall have been issued loss payable mortgagee endorsements, and such proceeds shall be made available to the first mortgagee which shall hold the greater number of mortgages encumbering the apartments in the condominium, which proceeds shall be held in a construction fund to provide for the payment of all work, labor and materials to be furnished for the reconstruction, restoration and repair of the condominium improvements. Disbursements from such construction fund shall be by usual and customary construction loan procedures. No fee whatsoever shall be charged by such first mortgagee for its services in the administration of the construction loan fund. Any sums remaining in the construction loan fund after the completion of the restoration, reconstruction and repair of the improvements and full payment therefore shall be paid over to the Association and held for, and/or distributed to the apartment owners in proportion to each apartment owner's share of common surplus. If the insurance proceeds payable as the result of such casualty are not sufficient to pay the estimated costs of such restoration, repair and reconstruction, which estimate shall be made prior to proceeding with restoration, repair or reconstruction, the Association shall levy a special assessment against the apartment owners for the amount of such insufficiency, and shall pay said sum into the aforesaid construction loan fund.

Notwithstanding which first mortgagee holds the greater number of mortgages encumbering the apartments, such mortgagees may agree between themselves as to which one shall administer the construction loan fund.

If the damage sustained to the improvements is less than substantial, as heretofore defined, the Board of Administration may determine that it is in the best interests of the Association to pay the insurance proceeds into a construction fund to be administered by an institutional first mortgagee as hereinabove provided. No institutional first mortgagee shall be required to cause such insurance proceeds to be made available to the corporation prior to commencement or completion of any necessary restoration, repairs or reconstruction, unless arrangements are made by the Association to satisfactorily assure that such restoration, repairs and reconstruction shall be completed. Such assurances may consist of, without limitation, (1) obtaining a construction loan from other sources, (2) obtaining a binding contract with a contractor or contractors to perform the necessary restoration, repairs and reconstruction, and (3) the furnishing of performance and payment bonds.

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

e. Where physical damage has been sustained to the condominium improvements and the insurance proceeds have not been paid into a construction loan fund as hereinabove more fully provided, and where restoration, repair or reconstruction has not been commenced, an institutional mortgagee who has commenced foreclosure proceedings upon a mortgage encumbering an apartment, shall be entitled to receive that portion of the insurance proceeds apportioned to said apartment in the same share as the share in the common elements appurtenant to said apartment.

f. If substantial loss, damage or destruction shall be sustained to the condominium improvements, and at a special members' meeting called for such purpose, the owners of at least seventy-five percent (75%) of the apartments in the condominium vote and agree in writing that the damaged property will not be repaired or reconstructed, the condominium shall be terminated, provided, however, such termination will not be effective without the written consent of all first mortgagees holding mortgages encumbering apartments.

IX

RESPONSIBILITY FOR MAINTENANCE AND REPAIRS

a. Each apartment owner shall bear the cost and be responsible for the maintenance, repair and replacement, as the case may be, of all air conditioning and heating equipment, electrical and plumbing fixtures, kitchen and bathroom fixtures, and all other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to his apartment and which may now or hereafter be affixed or contained within his apartment. Such owner shall further be responsible for maintenance, repair and replacement of any air conditioning equipment servicing his apartment although such equipment not be located in the apartment, and of any and all wall, ceiling and floor surfaces, painting, decorating and furnishings and all other accessories which such owner may desire to place or maintain therein. Unit owners are responsible for the maintenance, repair or replacement of windows and screening thereon and fixed and sliding glass doors.

b. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all the common elements and limited common elements, including those portions thereof which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities located in the common elements, for the furnishing of utility services to the apartments, and including artesian wells, pumps, piping, and fixtures serving individual air conditioning units. Painting and cleaning of all exterior portions of the building, including all exterior doors and windows, except sliding glass doors and screens opening onto patio porches and walkways shall also be the Association's responsibility. Should any damage be caused to any apartment by reason of any work which may be done by the Association in the maintenance, repair or replacement of the common elements, the corporation shall bear the expense of repairing such damage.

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

d. In the event owners of a unit fail to maintain it as required herein or make any structural addition or alteration without the required written consent, the Association or an owner with an interest in any unit shall have the right to proceed in a court of equity to seek compliance with the provisions hereof. The Association shall have the right to levy at any time a special assessment against the owners of the unit for the necessary sums to put the improvements within the unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessment, the Association shall have the right to have its employees and agents enter the unit, at reasonable times, to do such work as deemed necessary by the Board of Administration of the Association to enforce compliance with the provisions hereof.

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

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

X

USE RESTRICTIONS

The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists, and these restrictions shall be covenants running with the land and shall be binding upon the Association and the apartment owners and their respective heirs, devisees, executors, administrators, successors and assigns, but said restrictions shall not be binding upon the Developer.

a. Apartments: Each of the apartments that are a part of the condominium shall be occupied only by one (1) family, its servants and guests, or by no more than three (3) unrelated persons of the same sex, as a residence and for no other purpose. Except as the right is reserved to Developer, no apartment may be otherwise divided or subdivided into a smaller unit nor may any portion thereof be sold or otherwise transferred without first recording an Amendment to this Declaration showing the changes in the apartments to be effected.

b. Common Elements: The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the apartments.

c. Pets: No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in or on the common elements, except that unit owners may have not more than two (2) dogs, cats, or other household pets per unit not to exceed fifteen (15) pounds per pet, and subject to the Rules and Regulations adopted from time to time by the Association.

d. Nuisances: No nuisances nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the condominium property by its residents shall be allowed upon the condominium property. All parts of the condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to exist. No apartment owner shall permit any use of his apartment or make any use of the common elements that will increase the cost of insurance upon the condominium property.

e. Lawful Use: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of any of the condominium property shall be the same as the responsibility for the maintenance and repair of that type of property as set out herein.

The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors or windows of the units, buildings nor the limited common elements; nor shall they place any furniture or equipment outside their unit nor shall they cause awnings and/or storm shutters, screens and enclosures and the like to be affixed or attached to any units, limited common elements or common elements, except with the prior written consent of the Management Firm (if any), or the Board of Directors, if no Management Firm has been designated, and further, when approved, subject to the Rules and Regulations adopted by the Management Firm or Board of Directors. No clothes line or similar device shall be allowed on any portion of the condominium property, nor shall clothes be hung anywhere except where designated

by the Management Firm (if any) or, by the Board of Directors of the Association if no Management Firm has been designated. The unit owner may not enclose the balcony or porch which abuts a unit without the prior written consent of the Management Firm, and thereafter, the Association; however, the Developer shall have the absolute right to enclose or screen in said balcony or porch, and said Developer shall have the absolute right to determine what type and style of enclosures shall be permitted as to the balcony or porch, notwithstanding the fact that the prior written consent of the Management Firm, and thereafter, the Association, is required.

f. Leasing: An apartment owner may lease his entire apartment for a period of not more than three (3) years without the prior approval of the Association; provided however, that if the lessee thereof violates any provision of this Declaration, the Bylaws or the Rules and Regulations adopted pursuant thereto, the Association may, upon twenty-four (24) hours written notice delivered to said lessee, terminate said lease, and the owner may not again lease any apartment in the condominium to said lessee without the prior approval of the Association; and provided further that notwithstanding said lease, the owner shall continue to be liable for all of his duties and obligations hereunder. The minimum lease period shall be three (3) months.

g. Rules and Regulations: Reasonable Rules and Regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws. Copies of such regulations and amendments shall be furnished by the Association to all apartment owners and residents of the condominium upon request.

h. Proviso: Provided, however, that until Developer has completed all of the contemplated improvements and closed the sales of all of the apartments in the condominium project, as defined herein, or until Developer shall elect to terminate its control over the condominium, whichever occurs first, neither the apartment owners nor the Association nor their use of the condominium property shall interfere with the completion of the contemplated improvements and the sale of the apartments. Developer may make such use of the unsold units and common areas as may facilitate such completion and sale, including but not limited to maintenance of an apartment sales office, the showing of property and the display of signs.

XI

LIMITATIONS UPON RIGHT OF OWNER TO ALTER OR MODIFY APARTMENT

No owner of an apartment shall make any structural modifications or alterations of the apartment. Further, no owner shall cause any improvements or changes to be made on or to the exterior of the apartment buildings, including painting or other decoration, the installation of awnings, shutters, electrical wiring, air conditioning units and other things which might protrude through or be attached to the walls of the apartment building; further, no owner shall in any manner change the appearance of any portion of the apartment building not wholly within the boundaries of his apartment.

XII

ADDITIONS, ALTERATIONS OR IMPROVEMENTS BY ASSOCIATION

Whenever in the judgment of the Board of Administration the condominium property shall require additions, alterations or improvements (in the excess of the usual items of maintenance), and the making of such additions, alterations or improvements shall have been approved by written approval of seventy-five percent (75%) of the apartment owners, the Board of Administration shall proceed with such additions, alterations or improvements and shall specially assess all apartment owners for the cost thereof as a common expense, provided, however, no such special assessment shall be levied for improvements which shall exceed fifteen percent (15%) of the current regular annual assessment, unless prior written consent is received from seventy-five percent (75%) of the voting members.

SALES OF APARTMENTS,
ASSOCIATION'S RIGHT OF FIRST REFUSAL, EXCEPTIONS

a. Prior to the sale of any interest in any unit, the owner of said unit shall notify the Board of Administration, in writing, of the name, address, business, occupation or employment of the offeror, accompanied with an executed copy of the bona fide offer as hereinafter defined. Members shall have the first right over non-members to accept such sale at the bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the Association in writing of acceptance at least ten (10) days after the date of notice which information the Association shall promptly forward to the owner. In the event the member giving notice receives acceptance from more than one (1) member, preference shall first be given to the members owning a unit horizontally contiguous to the unit being transferred, but if all other conditions are equal, it shall be discretionary with the member giving notice to consummate the sale with whichever of the accepting members he chooses, and nothing hereinabove shall be construed as precluding a group of members from purchasing a unit. The provisions of this Article XIII shall not apply to the Developer, who likewise shall have the unrestricted right to sell or lease apartments which it owns in the condominium by virtue of the development or ownership of the condominium, or by reacquisition through any means.

b. With the exception of transfers of ownership of any apartment among and between co-owners of the apartments, the Association shall have and is given hereby and granted the right of first refusal to purchase such apartment, as the case may be, upon the same terms and conditions as those contained in any bona fide offer which such owner may have received for the sale or lease of his apartment. A bona fide offer is defined herein as an offer in writing, binding upon the offeror and containing all of the pertinent terms and conditions of such sale or lease, and, in the case of offer to purchase, accompanied by an earnest money deposit in an amount equal to at least ten percent (10%) of the purchase price. The Association's right of first refusal includes the right of the Association to designate another person or entity to take title to the apartment (or to cause the same to be purchased or leased by its designee). The Association shall notify the apartment owner desiring to sell of the exercise of its option, such notice to be in writing and posted by registered or certified mail to such owner within fourteen (14) days from the Association's receipt of the owner's notice. Said notice by the Association to the owner, in order to be effective, must be accompanied by a binding written offer on the part of the Association, containing the same terms and conditions as the original offer to the apartment owner, and, if an offer to purchase, shall be accompanied by an earnest money deposit of at least ten percent (10%) of the purchase price. The apartment shall then be purchased by the Association or its designee, in accordance with the terms and conditions contained in said bona fide offer. When any apartment owner has notified the Board of Administration of the Association of his desire to sell as hereinabove provided, such owner shall be free to consummate such sale of his apartment unless the Association, within fourteen (14) days from receipt of the owner's required notice, has notified such owner of its exercise of its right of first refusal. In such event, the owner shall not sell his apartment to any other than the party designated to the Board of Administration in the owner's original notice required hereunder, nor upon any more favorable terms and conditions than those originally contained in said bona fide offer presented to the Association, without again giving the Association the right of first refusal as provided for herein upon such new terms.

c. An affidavit of the Secretary of the Association stating that the sale of the unit and interest in the common property to certain persons was approved in all respects on a certain date, shall be conclusive evidence of such facts and from the date of approval as stated in the affidavit, the redemption rights herein afforded shall terminate.

d. Notwithstanding the provisions of Article XIII(b.), the Board of Administration may affirmatively approve and give its consent to such proposed sale and may do so without the approval of the members of the Association, provided that a majority of the Board of Administration concur and evidence such concurrence in writing, delivered to the apartment owner desiring to sell his apartment.

e. Any purported sale of an apartment where the owner has failed to comply with the foregoing provisions of this Article XIII, shall be voidable at the election of the Board of Administration provided, however, that such voidability shall exist for a period of no longer than ninety (90) days from the consummation of such sale transaction, such consummation to be evidenced by occupancy of the apartment or by the recording of a deed of conveyance thereto; and provided, further, that the Association commence an action within such ninety (90) day period to have the same declared void.

f. Any institutional first mortgagee making a mortgage loan for the purpose of financing the purchase of an apartment in the condominium, shall not be required to make inquiry into whether or not its mortgagor's grantor complied with the provisions of this Article XIII, and any failure of such mortgagor's grantor to so comply will not operate to affect the validity or priority of such mortgage.

g. Any purchaser of an apartment in the condominium, whose prospective seller has been in title for at least ninety (90) days preceding such purchase, shall not be required to make inquiry into whether or not such seller's grantor complied with the provisions of this Article XIII in selling such apartment. After ninety (90) days following the consummation of any transaction involving the sale of an apartment in the condominium, which sale may be evidenced by the recording of a deed conveying the title to such apartment, no action whatsoever may be brought by the Association to void such transaction by reason of noncompliance with this Article XIII.

h. The right of first refusal granted to the Association shall not apply or be operative to any foreclosure or other judicial sale of an apartment, although a purchaser at such judicial sale, except as hereinafter provided, shall thereafter be subject to the Association's right of first refusal relative to the sale of an apartment.

i. All the terms and provisions of this Article XIII set forth hereinabove relative to the Association's right of first refusal, shall at all times be wholly inapplicable and inoperative as to any institutional first mortgagee which has acquired title to an apartment by reason of foreclosure of its mortgage or by the acceptance of a voluntary conveyance in lieu thereof, and such institutional first mortgagee shall have the unequivocal right and power to sell, transfer, or otherwise dispose of such apartments as it may deem in its best interests, without first offering the same to the Board of Administration and without any restrictions whatsoever. The exceptions to the right of first refusal as set forth in this Section of this Article XIII shall be fully applicable to the developer, which likewise shall have the unrestricted right to sell apartments which it owns in the condominium.

j. The provisions of this Article XIII shall not apply to transfers by a unit owner to any member of his immediate family (viz., spouse, children or parents).

XIV

AMENDMENT OF DECLARATION

These restrictions, reservations, covenants, conditions and easements may be modified or amended by recording such modifications in the public records of Brevard County, Florida, signed by the owners of at least seventy-five percent (75%) of the units whose votes were cast in person or by proxy at the meeting duly held in accordance with the Bylaws and Articles of Incorporation of the Association, and, provided further, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by an

institutional first mortgagee or which would alter, amend or modify, in any manner whatsoever, the rights, powers and privileges granted and reserved herein in favor of any institutional first mortgagee or in favor of the Developer without the consent of all such mortgagees or the Developer, as the case may be. There shall be no amendment adopted altering the share of ownership in the common elements or surplus, or altering the share of common expenses, except by the unanimous vote of all members in the Association and approved by their respective institutional first mortgagees, and further except that, with the consent of all institutional first mortgagees the Developer reserves the right to amend, modify, alter or annul any of the covenants, restrictions or conditions of this Declaration, until eighty percent (80%) of the units have been sold and titled out to individual purchasers and further except that the Developer, or if said Association has been legally dissolved, then any one of the developers or a member of the last Board of Administration, their administrators, or assigns, must approve in writing any modification or amendment of Section XIII, entitled "Sales of Apartments", hereinabove.

Invalidation of any one (1) or more of these restrictions, reservations, covenants, conditions and easements, or any provision contained in this Declaration, or in a conveyance of a unit by the Developer, by judgment, court order, or law, shall in nowise affect any of the other provisions which shall remain in full force and effect.

In the event that any court should hereafter determine that any provision, as originally drafted herein, violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in this Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, measuring life shall be that of the youngest incorporator of the Association.

These restrictions, reservations, covenants, conditions and easements shall be binding upon and inure to the benefit of all property owners and their grantees, heirs, personal representatives, successors and assigns, and all parties claiming by, through or under any member.

XV

TERMINATION OF CONDOMINIUM

Except as otherwise provided in Article VIII, paragraph f. of this Declaration, the condominium created and established hereby may only be terminated upon the vote of members of the Association owning seventy-five (75%) of the apartments in the condominium, provided that the written consent to such termination is obtained from all institutional first mortgagees holding mortgages encumbering the apartments.

Immediately after the required vote of consent to terminate, each and every unit owner shall immediately convey by warranty deed to the Association all of said unit owners' right, title and interest to any unit and to the common property, provided the Association's officers and employees handling funds have been adequately bonded and the Association or any member shall have the right to enforce such conveyance by specific performance in a court of equity.

The Board of Administration of the Association shall then sell all of the property at public or private sale upon terms approved in writing by all of the institutional first mortgagees. Upon the sale of said property the costs, fees and charges for affecting said sale, the cost of liquidation and dissolution of the Association and all obligations incurred by the Association in connection with the management and operation of the property up to and including the time when distribution is made to the unit owners, shall be paid out of the proceeds of said sale, and the remaining balance (hereinafter referred to as "net proceeds of sale") shall be distributed to the unit owners in the manner now about to be set forth.

The distributive share of each unit owner in the net proceeds of sale, though subject to the provisions hereinafter contained, shall be

the following portion thereof; to-wit:

AN UNDIVIDED ONE-EIGHTH (1/8)

Upon the determination of each unit owner's share, as above provided for, the Association shall pay out of each unit owner's share all mortgages and other liens encumbering said unit in accordance with their priority, and upon such payment being made, all mortgagees and lienors shall execute and record satisfactions or releases of their liens against said unit or units, regardless of whether the same are paid in full. Thereupon, the directors of the Association shall proceed to liquidate and dissolve the Association, and distribute the remaining portion of each distributive share, if any, to the owner or owners entitled thereto. If more than one (1) person has an interest in a unit, the Association shall pay the remaining distributive share allocable to said unit to the various owners of such unit, excepting that if there is a dispute as to the validity, priority or amount of mortgages or liens encumbering a unit, then payment shall be made to the owner and/or owners of such unit and to the owners and holders of the mortgages and liens encumbering said unit.

As evidence of the member's resolution to abandon passed by the required vote or written consent of the members, the President and Secretary of the Association shall effect and place in the public records of Brevard County, Florida, an affidavit stating that such resolution was properly passed or approved by the members and also shall record the written consents, if any, of institutional first mortgagees to such abandonment.

After such an affidavit has been recorded and all owners have conveyed their interest in the condominium parcel to the Association and the Association to the purchaser, the title to said property thereafter shall be free and clear from all restrictions, reservations, covenants, conditions and easements set forth in this Declaration, and the purchaser and subsequent grantees of any of said property shall receive title to said lands free and clear thereof.

XVI

ENCROACHMENTS

If any portion of the common elements now encroaches upon any apartment, or if any apartment now encroaches upon any other apartment or upon any portion of the common elements, or if any encroachment shall hereafter occur as the result of settling of the building, or alteration to the common elements made pursuant to the provisions herein, or as the result of repair and restoration, a valid easement shall exist for the continuance of such encroachment for so long as the same shall exist.

XVII

ASSOCIATION TO MAINTAIN REGISTER
OF OWNERS AND MORTGAGEES

The Association shall at all times maintain a register setting forth the names of all owners of apartments in the condominium, and any purchaser or transferee of an apartment shall notify the Association of the names of any party holding a mortgage upon any apartment and the name of all lessees in order that the Association may keep a record of same.

XVIII

ESCROW FOR INSURANCE PREMIUMS

Any institutional first mortgagee holding a mortgage upon an apartment in the condominium shall have the right to cause the Association to create and maintain an escrow account for the purpose of assuring the availability of funds with which to pay premium or premiums due from

time to time on casualty insurance policy or policies which the Association is required to keep in existence, it being understood that the Association shall deposit in an escrow depository satisfactory to such institutional first mortgagee or institutional first mortgagees a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said escrow account at least one (1) month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor.

XIX

REAL PROPERTY TAXES DURING
INITIAL YEAR OF CONDOMINIUM

In the event that during 1979, the year in which this condominium is established, real property taxes are assessed against the condominium property as a whole, such taxes will be a common expense.

XX

RESPONSIBILITY OF APARTMENT OWNERS

The owner of each apartment shall be governed by and shall comply with the provisions of this Declaration as well as the Bylaws and Articles of Incorporation of the association. Any apartment owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act, neglect or carelessness, or by that of any members of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of an apartment. Nothing herein contained, however, shall be construed so as to modify any waiver of rights of subrogation by insurance companies.

In any action brought against an apartment owner by the Association for damages, or injunctive relief due to such apartment owner's failure to comply with the provisions of this Declaration or Bylaws of the corporation, the Association shall be entitled to court costs, reasonable attorney's fees and expenses incurred by it in connection with the prosecution of such action.

XXI

WAIVER

The failure of the Association, an apartment owner or institutional first mortgagee, to enforce any right, provision, covenant or condition which may be granted herein, or in the Bylaws and Articles of Incorporation of the Association, or the failure to insist upon the compliance with same, shall not constitute a waiver of the Association, such apartment owner or institutional first mortgagee to enforce such right, provision, covenant or condition, or insist upon the compliance with same, in the future.

No breach of any of the provisions contained herein shall defeat or adversely affect the lien of any mortgage at any time made in good faith and for a valuable consideration upon said property, or any part thereof, and made by a bank, savings and loan association, or insurance company authorized to transact business in the State of Florida and engage in the business of making loans constituting a first lien upon real property, but the rights and remedies herein granted to the Developer, the Association, and the owner or owners of any part of said condominium, may be enforced against the owner of the portion of said property subject to such mortgage, notwithstanding such mortgage. The purchaser at any sale upon foreclosure shall be bound by all of the provisions herein contained, unless said purchaser be an institutional first mortgagee which had a mortgage on said unit at the time of the institution of said foreclosure action, or the Developer.

XXII

CONSTRUCTION

The provisions of this Declaration shall be literally construed so as to effectuate its purposes. The invalidity of any provision herein shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder of this Declaration.

XXIII

GENDER

The use of the masculine gender in this Declaration shall be deemed to refer to the feminine or neuter gender, and the use of the singular or plural shall be taken to mean the other whenever the context may require.

XXIV

CAPTIONS

The captions herein are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Declaration nor the intent of any provisions hereof.

XXV

REMEDIES FOR VIOLATIONS

For violation or a breach of any provisions of this Declaration by a person claiming by, through or under the Developer, or by virtue of any judicial proceedings, the Association, and the members thereof, or an institutional first mortgagee, or any of them severally, shall have the right to proceed at law for damages or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them, or for such other relief as may be appropriate. In addition to the foregoing right, the corporation shall have the right, whenever there shall have been built within the condominium any structure which is in violation of this Declaration to enter upon the property where such violation of this Declaration exists, and summarily abate or remove the same at the expense of the owner, provided, however, the corporation shall then make the necessary repairs or improvements where such violation occurred so that the property shall be in the same condition as it was before said violation occurred, and any such entry and abatement or removal shall not be deemed a trespass. The failure promptly to enforce any of the provisions of this Declaration shall not bar their subsequent enforcement. In any proceeding arising because of an alleged violation by an apartment owner, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney fees as may be awarded by the court, and in any supplemental proceedings and appellate proceedings pursuant thereto, the prevailing party shall be entitled to attorney's fees for said proceedings subsequent to final judgment as the appropriate judicial body may award.

IN WITNESS WHEREOF, the above stated Developer has caused these presents to be signed and sealed, this 15th day of December, A.D. 1978.

Signed, sealed and delivered in the presence of:

Frank Tubert

MORGRAN DEVELOPMENT CORPORATION

By: *Andrew R. Laikin* (SEAL)
Andrew R. Laikin, President

Roland W. Hala

STATE OF FLORIDA :
COUNTY OF BREVARD:

BEFORE ME, an officer duly qualified to take acknowledgments, personally appeared ANDREW R. LAIKIN, as President of MORGRAN DEVELOPMENT CORPORATION, to me known to be the person described in and who executed the foregoing Declaration of Condominium establishing LAS BRISAS, A CONDOMINIUM, and acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of December, A.D., 1978.

My Commission Expires:

June 7, 1981

W. Jean Keller
Notary Public, State of Florida

