Declaration of Condominium

Castle Beach Club

FLCONDODOCS.COM, ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE ACCURACY, COMPLETENESS AND SUITABILITY OF THE INFORMATION CONTAINED HERE FOR ANY PURPOSE WHATSOEVER, AND THE INCLUSION OR OFFERING OF ANY PRODUCTS OR SERVICES HERE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY FLCONDODOCS.COM COMPANIES OR AFFILIATES. ALL SUCH INFORMATION, AND SERVICES ARE PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND. FLCONDODOCS.COM, AND ITS AFFILIATES, DISCLAIM ALL WARRANTIES AND CONDITIONS THAT THIS DOCUMENT, ITS SERVERS OR ANY EMAIL SENT FROM FLCONDODOCS.COM, ITS AFFILIATES, ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. FLCONDODOCS.COM, AND ITS AFFILIATES HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION AND SERVICES, INCLUDING FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT. YOU HEREBY ACKNOWLEDGE, UNDERSTAND AND AGREE THAT ANY OR ALL DOCUMENTS OR PRODUCTS PURCHASED FROM OUR WEBSITE MAY BE INCOMPLETE, INACCURATE, OUT OF DATE OR MAY CONTAIN HUMAN ERROR, INCLUDNIG BUT NOT LIMITED TO MISSION OR OMMITTED PAGES, MISSING OR OMMITTED RECORDED DOCUMENTS OR AMENDMENTS TO CONDOMINIUM DOCUMENTS, ETC.

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | Vreste Charles CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

91R413997 1991 NOV 26 09:32

OFF. REC. 15285 PG 1869

1970001E.CSL/ks
11/17/91

THIS INSTRUMENT PREPARED BY:
LEONARD LUBART, ESQUIRE
GREENSPOON, MARDER, HIRSCHFELD
& RAFKIN, P.A.
Trade Centre South, Suite 700
100 West Cypress Creek Road
Fort Lauderdale, Florida 33309

DECLARATION OF CONDOMINIUM

ESTABLISHING

CASTLE BEACH CLUB, A CONDOMINIUM

SUBMISSION STATEMENT

CRESCENT HEIGHTS X, INC., a Florida corporation, hereinafter called the "Developer", for itself, its successors, grantees and assigns, being the holder of fee simple title to the real property described in Exhibit "A", Sheet 1, attached hereto and made a part hereof, hereby states and declares that said property is submitted to condominium ownership, pursuant to the requirements of the statutes of the State of Florida, hereinafter sometimes referred to as the "Condominium Act", the provisions of which are hereby incorporated by reference as if fully set forth herein, and does hereby file for record this Declaration of Condominium.

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, shall be non-exclusive and perpetual unless sooner terminated as upon all Unit Owners, as hereinafter defined, and their grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns and all parties claiming by, through or under such persons agree to be bound by the provisions hereof and the By-Laws of the Association. Both the burdens imposed and the benefits granted shall run with each Unit and the interests in the Common Elements.

I. Name

1.01 The name of the Condominium is: CASTLE BEACH CLUB, A CONDOMINIUM.

1.02 The name of the Unit Owners' Association is CASTLE BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association".

II. Land

The land comprising this Condominium is described on Exhibit "A", Sheet 1, attached hereto and made a part hereof as if fully set forth herein.

III. Definitions

The terms used in this Declaration and in its Exhibits, including the By-Laws of the Association, shall be defined in accordance with the provisions of the Condominium Act, State of Florida and as follows unless the context otherwise requires:

649.50

1000's of Condominium Documen

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vreste Parker
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

3.01 "Unit" or "Apartment" - means a part of the Condominium Property which is subject to exclusive ownership. A Unit may be in improvements, land, or land and improvements together, as specified in this Declaration. The term "Unit" includes both Commercial Units and Residential Units as described in the Declaration.

3.02 "Unit Owner" or "Owner of a Unit" - means the owner of a Condominium Parcel.

3.03 "Assessment" - means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

3.04 "Association" - means the corporate entity responsible for the operation of the Condominium.

3.05 "By-Laws" - means the By-Laws of the Association existing from time to time.

3.06 "Common Elements" - means the portions of the Condominium Property not included in the Units.

3.07 "Common Expenses" - means all expenses and Assessments properly incurred by the Association for the Condominium.

3.08 "Common Surplus" - means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

3.09 "Condominium" - means that form of ownership of real property which is created pursuant to the provisions of the Florida Condominium Act and which is comprised of Units that may be owned by one or more persons, and there is appurtenant to each Unit an undivided share in the Common Elements.

3.10 "Condominium Parcel" - means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

3.11 "Declaration" or "Declaration of Condominium" - means the instrument or instruments by which a Condominium is created as they are from time to time amended.

3.12 "Limited Common Elements" - means those Common Elements which are reserved for the use of a certain Condominium Unit or Units to the exclusion of other Units as specified in the Declaration of Condominium.

3.13 "Operation" or "Operation of the Condominium" - includes the administration and management of the Condominium Property.

3.14 "Developer" - means a person who creates a Condominium or offers Condominium Parcels for sale or lease in the ordinary course of business, but does not include an Owner or lessee of a Unit who has acquired his Unit for his own occupancy. As used herein, the term "Developer" shall include assigns and successors in interest to the original Developer.

3.15 "Board of Administration" - means the Board of Directors of the Association or other representative body responsible for administration of the Association.

3.16 "Condominium Property" - means the lands, leaseholds, and personal property that are subject to condominium ownership, whether or not contiguous, all improvements thereon, and

1000's of Condominium Documents

NOV 26 1991 DATE MICROFILMED · COURTHOUSE TOWER LOCATION · CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

all easements and rights appurtenant hereto intended for use in connection with the Condominium.

3.17 "Mortgagee" or "Institutional First Mortgagee" - means a bank, Federal or State savings and loan association, insurance company, mortgage company, real estate investment or business trust, pension fund, an agency of the United States government, any other lender generally recognized as an institutional type lender, or the Developer (including any nominee of Developer) owning and holding a mortgage encumbering a Condominium Unit. The terms "Mortgagee" and "Institutional First Mortgagee" shall also include Capital Bank, a Florida banking corporation, as long as it is the holder of that certain mortgage recorded at Official Records Book 15131 at Page 792 of the Public Records of Dade County, Florida, notwithstanding that said mortgage is not a first mortgage.

3.18 "Institutional First Mortgage" - means a mortgage owned or held by an Institutional First Mortgagee.

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

IV. Description The Condominium is described as follows:

4.01 A survey of the land submitted to condominium ownership is set forth on Exhibit "A" attached hereto. The Affidavit of Surveyor as to Substantial Completion of the improvements is attached hereto and made a part hereof as Exhibit "A". A graphic description of the improvement or improvements in which Units are located and the identification of each Unit by letter, name or number, so that no Unit bears the same designation as any other Unit, and the plot plan thereof, all in sufficient detail to identify the Common Elements and each Unit and their respective locations and approximate dimensions is attached hereto as and made a part hereof as Exhibit "A".

4.02 The Developer reserve the right to change the interior design or arrangement of all Units as long as the Developer owns the Units so changed and altered, provided such change shall be reflected by an amendment of this Declaration; any amendment for such purpose need by signed and acknowledged only by the Developer and Mortgagee, if any, and need not be approved by any other person, including, but not limited to, the Association, contract vendees, or Unit Owners, anything herein to the contrary notwithstanding. The rights reserved in this paragraph 4.02 shall permit the Developer at its option prior to creating this Condominium and thereafter jointly or severally to change the number of Units within the Condominium and/or the interests of the Unit Owners in the Common or Limited Common Elements. However, notwithstanding any of the foregoing to the contrary, the aggregate of the undivided interests of the Unit Owners in the Common or Limited Common Elements of such Units so redesigned or rearranged shall remain the same, although the undivided interests of the Unit Owners in the Common Elements or Limited Common Elements of such Units so redesigned or changed may be different than as originally provided herein.

4.03 The following non-exclusive easements shall be covenants running with the land and are expressly granted and/or reserved in favor of the Unit Owners, occupants of any Unit, their guests and invitees, to-wit:

(1) Utilities: Blanket non-exclusive easements are reserved throughout the Condominium Property as may be required for utility services in order to adequately serve the Condominium area. In the event any Unit, recreation area, Common or Limited Common Element encroaches upon any utility easement either granted or reserved hereby, by plat or otherwise, such encroachment shall entitle the owner or owners of such encroaching property and their mortgagees, if any, to an automatic non-exclusive easement on said utility easement for as long as such encroachment shall continue.

DM - 1000's of Condominium Docume

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

(2) Encroachments: In the event that any Unit shall encroach upon any of the Common Elements or any other Unit for any reason other than the intentional act of the Unit Owner or in the event that any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such encroachments so long as the same shall continue.

(3) Traffic: An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, if any, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the Unit Owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property, except to the extent that the space may be specifically designated and assigned for parking purposes.

(4) Access: Each Unit Owner and any officer, agent, employee or designee of the Association or member of the Board of Administration of the Association shall have access across any Limited Common Elements for the purpose of ingress and egress.

(5) A non-exclusive easement for ingress and egress over streets, walks and other rights-of-way serving the Units of this Condominium as part of the Common Elements necessary to provide reasonable access to the public ways.

V. Identification of Units, Survey, Shares in Common Elements, Prorations of Common Expenses, Voting Rights

5.01 The Condominium Units and all other improvements constructed on the Condominium property are set forth in detail in Exhibit "A" attached hereto. Each Condominium Unit is described in such a manner that there can be determined therefrom the identification, located and dimensions of such Unit and the Common Elements appurtenant thereto.

Each Condominium Unit is identified by a number, letter or name or combination thereof, so that no Unit bears the same designation as any other Unit.

5.02 Subject to any provisions of the By-Laws of the Association applicable thereto, a Unit Owner is entitled to one (1) vote for each Unit owned, provided, however, in the case of a subdivision or combination of one or more Commercial Units as provided herein, the voting rights appertaining to the subdivided or combined Commercial Unit will be proportionately adjusted (this is not a prohibited division of a vote as set forth below). If a Unit is owned by more than one person, the owners of said Unit shall designate one (1) of them as the voting member, or, in the case of ownership by a corporation, an officer or an employee thereof shall be designated the voting member. The vote of a Unit shall not be divisible.

VI. Condominium Parcels, Appurtenances, Possession and Enjoyment

6.01 The Condominium Parcel is a separate parcel of real property owned in fee simple, or any other estate of real property recognizable by law.

6.02 There shall pass with a Unit as appurtenances thereto:

- 1000's of Condominium Documents
REPRODUCTIONS.

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

(1) An undivided share in the Common Elements and Common Surplus.

(2) The exclusive right to use the portion of the Common Elements as may be provided by the Declaration.

(3) An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time. An easement in air space which is vacated shall be terminated automatically.

(4) A Unit Owner is entitled to the exclusive possession of his Unit, subject to the irrevocable right of the Association to access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs necessary to prevent damage to Common Elements or to another Unit or Units. A Unit Owner shall be entitled to use the Common Elements in accordance with the purpose for which they are intended, but no use may hinder or encroach upon the lawful rights of other Unit Owners.

VII. Restraint Upon Separation and Partition of Common Elements

7.01 The undivided share in the Common Element which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit whether or not separately described.

7.02 The share in the Common Elements appurtenant to a Unit cannot be conveyed or encumbered, except with the Unit.

7.03 The share in the Common Elements appurtenant to Units are undivided, and no action for partition of the Common Elements shall lie.

VIII. Common Elements

8.01 Common Elements include within their meaning the following items:

(1) The Condominium Property which is not included within the Units.

(2) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Unit and the Common Elements.

(3) An easement of support in every portion of a Unit which contributes to the support of a building.

(4) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.

(5) The electricity serving each Unit, except where a separate meter is installed. Initially, the Condominium shall be served by one meter. However, the Developer has reserved the right to install separate meters in the Commercial Units. In such event, the electricity serving the Units will not be a Common Expense of the Association.

8.02 Any person having any interest under mortgages of record that encumber any portion of the Common Elements that are not satisfied prior to the recordation of this Declaration shall consent to the recordation of this Declaration; provided, however, in lieu of joining in the execution of this Declaration, any

1000's of Condominium Documents
REPRODUCTIONS.

NOV 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
Vreste Thanks CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

mortgagee may execute an appropriate consent or subordination agreement with the formalities required for deeds.

IX. Amendment of Declaration

9.01 Unless otherwise provided herein, this Declaration may be amended by two thirds (2/3) of the Unit Owners executing a modification or amendment to this Declaration with the formalities of a deed and recording same in the Public Records of the County in which the Condominium is located; or in the alternative, this Declaration may be amended at any regular or special meeting of the Unit Owners called or convened in accordance with the By-Laws by the affirmative vote of voting members casting not less than two-thirds (2/3) of the total vote of the members of the Association and the execution by the Association of a certificate of the amendment with the formalities of a deed and recording same in the Public Records of the County in which the Condominium is located.

(1) Such an amendment may change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the owner of the parcel shares the Common Expenses and owns the Common Surplus provided the record owner of the Unit and all record owners of liens on it join in the execution of the amendment, provided, however, this section shall not apply to the acquisition of a Unit by the Association.

(2) If it appears that through scrivener's error a Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Expenses or interest in the Common Surplus or all of the Common Elements in the Condominium have not been distributed in this Declaration, so that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or ownership of Common Surplus fails to equal one hundred percent (100%), or if it appears that more than one hundred percent (100%) of Common Elements or Common Expenses or ownership of the Common Surplus have been distributed, the error may be corrected by filing an amendment to this Declaration approved by the Board of Administration or a majority of the Unit Owners. To be effective the amendment must be executed by the Association and the owners of the Units and the owners of mortgages thereon affected by the modifications being made in the shares of Common Elements, Common Expenses or Common Surplus. No other Unit Owner is required to join in or execute the amendment.

(3) The Common Elements designated by this Declaration may be enlarged by an amendment to the Declaration. The amendment must describe the interest in the property and must submit the property to the terms of this Declaration. The amendment must be approved and executed as provided herein. The amendment shall vest title in the Unit Owners as part of the Common Elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the Common Elements which are appurtenant to the Unit owned by them.

(4) No amendment shall be passed which shall impair or prejudice the rights and priorities of Mortgagees.

Notwithstanding the foregoing, the consent or joinder of owners of liens on a Unit shall only be required for amendments materially affecting the rights or interests of the lienholder or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, provided that such a requirement provides that such consent may not be unreasonably withheld.

1000's of Condominium Documen

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

9.02 Notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, the Declaration may be amended by a majority of the Board of Directors, provided that such Amendment shall not increase the proportion of common expenses nor decrease the ownership of Common Elements borne by a Unit Owner or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Without limiting the generality hereof, such an amendment may include the changing of a Common Element to a Limited Common Element, the conversion of a Commercial Unit to a Residential Unit, and the conversion of a Residential Unit to a Commercial Unit.

Said Amendment need only be executed and acknowledged by the Board of Directors and the consent of the Unit Owners, the Association, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

X. Termination

10.01 The Condominium Property may be removed from the provisions of Florida Statutes Condominium Act only by consent of all of the Unit Owners evidenced by a recorded instrument to that effect, and upon the written consent by all of the holders of recorded liens affecting any of the Condominium Parcels.

10.02 Upon removal of the Condominium Property from the provisions of the Condominium Act, the Condominium Property is owned in common by the Unit Owners in the same undivided shares as each owner previously owned in the Common Elements. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Unit originally encumbered by the lien in its same priority.

10.03 The termination of a Condominium does not bar the creation of another Condominium affecting all or any portion of the same property.

XI. Equitable Relief

In the event of substantial damage to or destruction of all or a substantial part of the Condominium Property, and if the property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition.

XII. Enforcement of Maintenance

In the event the Owner of a Unit violates the provisions hereof, the Association or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the provisions hereof; or the Association shall have the right to charge the Unit Owner and the Unit for the necessary sums to correct the violation, to collect such charge and have a lien for same. The lien may be foreclosed in the manner of foreclosing a mortgage upon real property. This lien shall not be deemed a lien pursuant to the Condominium Act. The Association has the irrevocable right of access to each unit during reasonable hours, when necessary for the maintenance, repair or replacement of any common elements or for making emergency repairs which are necessary to prevent damage to the common elements or to another unit or units.

000's of Condominium Documents

NOV 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

XIII. Limited Common Elements

13.01 Certain balconies, terraces, patios and rooftop areas are Limited Common Elements appurtenant to some of the Units in this Condominium as shown on Exhibit "A" attached hereto. 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. Expense of maintenance and repair relating to these Limited Common Elements shall be considered Common Expenses for the purpose of cost of repair and maintenance, except that the Association shall not be responsible for the repair or replacement of any improvements to any of these Limited Common Elements whether in the course of maintenance of the Limited Common Elements or otherwise.

13.02 Storage areas that are Limited Common Elements of the Condominium are set out on Exhibit "A" hereto. 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, subject to the provisions hereof. The storage areas shall initially be assigned by the Developer, and the Developer may receive compensation from a purchaser in connection with the assignment of storage areas to a Unit. The Association may promulgate rules and regulations regarding the transfer of storage areas among Unit Owners. Each Unit Owner does not have a right to a storage area, and the Developer may assign more than one storage area to a Unit. The expense of maintaining the storage area shall be borne by the Unit Owner to whose Unit the storage area is appurtenant. Some of the storage areas may be assigned to a Commercial Unit to be utilized in connection with the business of such Commercial Unit. It should be noted that all of the storage areas on the floors above the mezzanine are part of Commercial Unit 14 and are not Limited Common Elements.

13.03 The foyers between adjoining Units as shown on Exhibit "A" are Limited Common Elements which are appurtenant jointly to the adjoining Units. The expense of maintaining the foyer shall be borne by the Unit Owners to whose Units the foyers are appurtenant.

XIV. Insurance and Condemnation Provisions

The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property and the Condominium Property required to be insured by the Association pursuant to paragraph 14.02 below. A copy of each policy of insurance in effect shall be made available for inspection by Unit Owners at reasonable times.

The insurance, other than title insurance, which shall be carried upon the Condominium Property and property of the Unit Owners shall be governed by the following provisions:

14.01 Liability Insurance: The Board of Administration of the Association shall obtain public liability and property damage insurance covering all of the Common Elements of the Condominium, and insuring the Association and the Unit Owners, as its and their interests appear, in such amount as the Board of Administration of the Association may determine from time to time, provided that the minimum amount of coverage shall be $100,000/$300,000/$10,000. Said insurance shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile, and off-premises employee coverages. All liability insurance shall contain a cross-liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner.

1000's of Condominium Documents

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

Premiums for payment of such insurance shall be paid by the Association and charged as a Common Expense.

14.02 Casualty Insurance:

(1) Purchase of Insurance: The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association and all Unit Owners and their mortgagees, as their interests may appear, from a company acceptable to the Board of Administration of the Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Board of Administration. All hazard policies issued to protect the Condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed, or replacements thereof of like kind or quality, in accordance with the original plans and specifications, or as existed at the time the Unit was initially conveyed if the original specifications are not available. However, the word "building" shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided for by this paragraph, the Unit Owners shall be considered additional insureds under the policy. The premiums for such coverage and other expenses in connection with said insurance shall be paid by the Association and shall be charged as a Common Expense. The company or companies, with which the Association shall place its insurance coverage, as herein provided, must be good and responsible companies, authorized to do business in the State of Florida. The Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property shall have the right to approve the policies, the company or companies who are the insurers under the insurance placed by the Association, and the amount thereof, and the right to designate and appoint the Insurance Trustee, which shall be a bank in Florida with trust powers. (All rights granted to Mortgagees in this paragraph shall be referred to as "Mortgagee's Insurance Rights".) In the absence of the action of said Mortgagee, the Association shall have said right without qualifications.

14.03 Loss Payable Provision - Insurance Trustee: All policies purchased by the Association shall be for the benefit of the Association, all Unit Owners and their mortgagees, as their interests may appear. Such policies shall be deposited with the Insurance Trustee who must first acknowledge that the policies and any proceeds thereof will be held in accordance with the terms hereof. Said policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal, the sufficiency of policies, the failure to collect any insurance proceeds, nor the form or content of the policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes herein stated, and for the benefit of the Association, the Unit Owners, and their respective mortgagees (hereinafter sometimes collectively referred to as "Beneficial Owners"), in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

(1) Common Elements: Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(2) Condominium Units: Proceeds on account of Units shall be in the following undivided shares:

OM - 1000's of Condominium Docum
REPRODUCTIONS.

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

(a) Partial Destruction - When Units are to be repaired and restored for the owners of the damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner.

(b) Total destruction of condominium improvements or where "very substantial" damage occurs and the condominium improvements are not to be restored, as hereinafter provided in this Article XIV, for the Owners of all Units, each Owner's share being in proportion to his share in the Common Elements appurtenant to his Unit.

(3) Mortgagees: In the event an Institutional First Mortgage encumbers a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner, as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

14.04 Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the Beneficial Owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

(1) Reconstruction or Repair: If the damage, for which the proceeds were paid, is to be repaired and restored, the proceeds shall be paid to defray the cost thereof. Any proceeds remaining after defraying such costs shall be distributed to the Beneficial Owners (or retained, pursuant to paragraph 14.08 below). All remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of reduction of its mortgage debt.

(2) Failure to Reconstruct or Repair: If it is determined, in the manner herein provided, that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the Beneficial Owners; remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same. Said remittance shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgage whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Association, and should the Board of Administration determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the Beneficial Owners as surplus in the manner provided in this Article XIV, or retained pursuant to paragraph 14.08 infra.

(3) Certificate: In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association as to the names of the Unit Owners and their respective shares of the distribution, approved in writing by an attorney authorized to practice law in the State of Florida, or a title insurance company or abstract company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Association shall forthwith deliver such certificate.

14.05 Loss Within a Single Unit: If loss shall occur within a single Unit without damage of the Common Elements, the

1000's of Condominium Documents
REPRODUCTIONS.

NOV 26 1991 COURTHOUSE TOWER
DATE MICROFILMED LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

insurance proceeds shall be distributed to the Beneficial Unit Owner with remittances to said Unit Owner and his mortgagee being payable jointly. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by the same; provided, however, such remittance shall be made solely to an Institutional First Mortgagee in the event its mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt. Upon the payment of such remittance, the Unit Owner shall be fully responsible for the restoration of his Unit.

14.06 Loss Less Than "Very Substantial": Where a loss or damage occurs to more than one Unit, to the Common Elements, or to any Unit or Units and the Common Elements, but said loss is less than "very substantial" (as hereinafter defined), it shall be obligatory upon the Association and the Unit Owners to repair or restore the damage caused by said loss. Where such loss or damage is less than "very substantial":

(1) The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repairing and restoration.

(2) If the damage or loss is limited to the Common Elements, with no, or inconsequential damage or loss to any individual Unit and if such damage or loss to the Common Elements is less than $3,000, the insurance proceeds shall be endorsed by the Insurance Trustee over to the Association, and the Association shall promptly contract for the repair and restoration of the damage.

(3) Subject to the provisions of subparagraph (6) infra, if the damage or loss involves any individual Unit as well as the Common Elements, or if the damage is limited to the Common Elements alone, but is in excess of $3,000.00, the insurance proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property upon the written direction and approval of the Association; provided, however, that upon the request of the Institutional First Mortgagee, having the highest dollar indebtedness on Units in the Condominium Property, the written approval shall also be required of such Institutional First Mortgagee. Should written approval be required as aforesaid, it shall be said mortgagee's duty to give written notice thereof to the Insurance Trustee. The Insurance Trustee may rely upon the certificate of the Association and the aforesaid Institutional First Mortgagee, if said Institutional First Mortgagee's written approval is required, as to the payee and the amount to be paid from said proceeds. All payees shall deliver paid bills and final releases and waivers of mechanics' liens to the Insurance Trustee, and execute any Affidavit required by law or by the Association, the aforesaid Institutional First Mortgagee, or the Insurance Trustee, and deliver same to the Insurance Trustee. In addition to the foregoing, the Institutional First Mortgagee whose approval may be required, as aforesaid, shall have the right to require the Association to obtain a completion, performance, and payment bond in an amount and with a bonding company authorized to do business in the State of Florida which is acceptable to said mortgagee.

(4) Subject to the foregoing, the Board of Administration shall have the right and obligation to negotiate and contract for the repair and restoration of the premises.

(5) If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof, if the work has actually been done), the Association shall promptly, upon determination of the deficiency, levy a special Assessment against all Unit Owners in proportion to the Unit Owners' share in the Common Elements, for that portion of the deficiency as is attributable to the cost of restoration of the Common Elements, and a Special Charge against

- 1000's of Condominium Documents

Nov 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

the individual Unit Owners for that portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Board of Administration finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual Unit which has been damaged, then the Board of Administration shall levy the Assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The Special Charge is fully enforceable in the manner of foreclosing a mortgage upon real property. The special Assessment funds and Special Charge funds shall be delivered by the Association to the Insurance Trustee and added, by said Trustee, to the proceeds available for the repair and restoration of the property.

(6) In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special Assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds as to the payment of its loan; provided, however, this provision may be waived by the Board of Administration in favor of any Institutional First Mortgagee upon request therefor at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagee, the Unit Owner shall be obliged to replenish the funds so paid over, and said Unit Owner and his Unit shall be subject to special Assessment for such sum.

14.07 "Very Substantial" Damage: As used in this Declaration, or any other context dealing with this Condominium, the term "very substantial" damage shall mean loss or damage whereby three-quarters (3/4) or more of the total unit space in any building comprising the Condominium Property is rendered untenantable, or loss or damage whereby seventy-five percent (75%) or more of the total amount of insurance coverage on any of said buildings becomes payable. The Board of Administration shall promptly obtain reliable and detailed estimates of the cost of repair and restoration thereof. Should such "very substantial" damage occur, then:

(1) If such very substantial damage has occurred to only one building, and in the absence of any determination to abandon the Condominium as herein provided, then all of the insurance proceeds payable on account of such very substantial damage to said building shall be held by the Insurance Trustee solely for the benefit of Unit Owners (and their mortgagees) of said building. Notwithstanding that the ownership of Common Elements in said building sustaining very substantial damage is partially vested in Unit Owners of other building(s), in the absence of a determination to abandon the Condominium, Unit Owners of the building(s) not sustaining such very substantial damage shall not be entitled to participate or share in any portion of such insurance proceeds, anything in this Declaration to the contrary notwithstanding.

(2) Thereupon, a membership meeting shall be called by the Board of Administration, to be held not later than thirty (30) days after the casualty, to determine the wishes of the membership with reference to the abandonment of the Condominium subject to the following:

(a) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to the Institutional First Mortgagees, are sufficient to cover the cost thereof so that no special Assessment is required, then the Condominium Property shall be restored and repaired unless three-fourths (3/4) of the total votes of the members of the Condominium

OM - 1000's of Condominium Docume

Nov 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

shall vote to abandon the Condominium, in which case the Condominium Property shall be removed from the provisions of the law, in accordance with the statutes of the State of Florida.

(b) If the net insurance proceeds available for restoration and repair, together with funds to be advanced by Unit Owners to replace insurance proceeds paid over to the Institutional First Mortgagees, are not sufficient to cover the cost thereof so that a special Assessment will be required, as set forth above, then a vote will be taken of the membership of this Condominium to determine whether said special Assessment should be made, or whether the Condominium should be abandoned. Said Assessment shall be made and the Condominium Property restored and repaired, unless two-thirds (2/3) of the total votes of the members of this Condominium shall vote to abandon, the Association shall immediately levy such special Assessment.

(c) Unless it is determined to abandon the Condominium, the Association shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions set forth above. The special Assessment funds shall be delivered by the Association to the Insurance Trustee and added by said Trustee to the proceeds available for the repair and restoration of the Property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the Property, as hereinabove provided. To the extent that any insurance proceeds are paid over to Institutional First Mortgagees, and in the event it is determined not to abandon the Condominium and to vote a special Assessment, the Unit Owner shall be obliged to replenish the funds so paid over to his Mortgagee, and said Unit Owner and his Unit shall be subject to special Assessment for such sum.

(3) In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Board of Administration shall be binding upon all Unit Owners (but not upon Institutional First Mortgagees).

14.08 Surplus: It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance may be retained as a reserve, or wholly or partly distributed, at the discretion of the Board of Administration, unless the Institutional First Mortgagee holding and owning the highest dollar indebtedness on Units in the Condominium Property requires distribution. In the event of distribution, then the Insurance Trustee shall distribute such balance to the Beneficial Owners of the fund in the manner elsewhere stated.

14.09 Certificate: The Insurance Trustee may rely upon a certificate of the Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Association forthwith shall deliver such certificate.

14.10 Plans and Specifications: Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Administration, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

14.11 Association's Power to Compromise Claim: The Association is hereby irrevocably appointed agent for each Unit Owner, for the purpose of compromising the settling claims arising

1000's of Condominium Documents

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

under insurance policies purchased by the Association, and to execute and deliver releases therefor, upon the payment of claims.

14.12 Institutional First Mortgagee's Right to Advance Premiums: Should the Association fail to pay insurance premiums required hereunder when due, or should the Association fail to comply with other insurance requirements of the Mortgagee(s), said Institutional Mortgagee(s) shall have the right, at its option to order insurance policies and to advance such sums as are required to maintain or procure such insurance, and to the extent of the money so advanced, said Mortgagee shall be subrogated to the Assessment and lien rights of the Association as against the individual Unit Owners for the payment of such item of Common Expense.

14.13 Workmen's Compensation policy to meet the requirements of law.

14.14 Such other insurance as the Board of Administration shall determine from time to time be desirable.

14.15 Each individual Unit Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon his own personal property, and living expense insurance.

14.16 Anything in this Article XIV to the contrary notwithstanding, an Institutional First Mortgagee shall always be entitled to receive, in reduction of its mortgage debt, that portion of insurance proceeds apportioned to its mortgaged Unit in the same share as the share in the Common Elements appurtenant to such Unit, in the event: (a) its mortgage is not in good standing and is in default; or, either (b) the insurance proceeds are not sufficient to complete restoration, reconstruction or repair and the Association has not made additional funds available for such purpose; or (c) it is determined to restore, repair or reconstruct the improvements in a manner or condition substantially different from that existing prior to the casualty and such Mortgagee has not consented in writing to such change or alteration.

14.17 Notwithstanding anything contained herein to the contrary, in the event a loss occurs which is determined to have been attributable to a particular Unit and such loss causes damage to the Common Elements and/or other Units within the Condominium, then the Unit Owner of the Unit to which the loss is attributable shall be assessed the entire expense of the insured's policy deductible, if any. In the event a loss occurs within a single Condominium Unit, the owner of such Unit shall bear the entire expense of the insured's policy deductible, if any. In the event a loss occurs to the Common Elements and/or more than one (1) Unit within the Condominium and such loss cannot be determined to have emanated from any particular Unit, then all Unit Owners within the Condominium -- in the event the damage is solely to the Common Elements or the owners of the Units so damaged in the event the loss involves more than one (1) Condominium Unit -- shall bear the expense of the insured's policy deductible, if any, on a pro rata basis.

14.18 Condemnation:

(1) Deposit of Awards with Insurance Trustee: The taking of Condominium Property by condemnation shall be deemed to be a casualty and the awards for the taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Administration, a special Assessment shall be made against a defaulting Unit Owner in the

- 1000's of Condominium Documents
REPRODUCTIONS.

NOV 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

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

(3) Disbursement of Funds: If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

(4) Unit Reduced But Tenantable: If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Restoration of Unit: The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(b) Distribution of Surplus: The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagees.

(c) Adjustment of Shares in Common Elements: If the floor area of the Unit is reduced by the taking, the number representing the share in the Common Elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the share of all Unit Owners in the Common Elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

(5) Unit Made Untenantable: If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(a) Payment of Award: The award shall be paid first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages due from those Units which are not tenantable; and then jointly to the Unit Owners of Units not tenantable and their mortgagees in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for Institutional First Mortgagees; and the balance, if any, to repairing and replacing the Common Elements.

(b) Addition to Common Elements: The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Administration; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work

- 1000's of Condominium Document
REPRODUCTIONS.

NOV 26 1991 DATE MICROFILMED COURTHOUSE TOWER LOCATION Vrestie Starks CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(c) Adjustment of Shares in Common Elements: The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as percentages of the total of the numbers representing the shares of these Owners as they exist prior to the adjustment.

(d) Assessments: If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for those purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Elements after the changes effected by the taking.

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

(6) Taking of Common Elements: Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements useable in the manner approved by the Board of Administration; provided that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

(7) Amendment of Declaration: The changes in Units, in the Common Elements and in the ownership of the Common Elements that are affected by condemnation shall be evidenced by an amendment of this Declaration that need be approved by two-thirds (2/3) of all Unit Owners whose ownership of the Common Elements are affected by such condemnation.

XV. Sale or Transfer

15.01 In the event any Unit Owner wishes to sell or transfer his Unit, the Association shall have the option to purchase said Unit, upon the same conditions as are offered by the Unit Owner to a third person. Any attempt to sell said Unit without prior approval of the Association shall be deemed a breach of this Declaration, shall be wholly null and void, and shall confer no title or interest whatsoever upon any purchaser, tenant or lessee; provided, however, any deed may be validated by

COM - 1000's of Condominium Docum

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

subsequent approval of the Association in the event of a sale without prior approval as herein provided.

15.02 Should a Unit Owner wish to sell or transfer, his Unit, he shall, deliver to the Board of Directors a written notice containing a copy of the executed purchase agreement between buyer and seller, which agreement shall be executed subject to the Board's waiver of its right of first refusal and consent to the sale or transfer. The Unit Owner shall also submit to the Board, within five days from receipt of any request by the Board, any supplemental information as may be required by the Board.

15.03 The Board of Directors, within ten (10) days after receiving such notice and such supplemental information as is required by the Board of Directors, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the Unit Owner's Unit (or mailed to the place designated by the Unit Owner in his notice), designate the Association, or one or more persons, other than Unit Owners, who are willing to purchase upon the same terms as those specified in the Unit Owner's notice.

15.04 The stated designee of the Board of Directors shall have fourteen (14) days from the date of the notice sent by the Board of Directors within which to make a binding offer to purchase upon the same terms and conditions specified in the Unit Owner's notice. Thereupon, the Unit Owner shall either accept such offer or withdraw and/or reject the offer specified in his notice to the Board of Directors. Failure of the Board of Directors to designate such person(s) or failure of such person(s) to make such binding offer within the said fourteen (14) day period, shall be deemed consent by the Board of Directors to the transaction specified in the Unit Owner's notice, and the Unit Owner shall be free to make or accept the offer specified in his notice, and sell said interest pursuant thereto to the prospective purchaser or tenant named therein in accordance with the agreement submitted to the Association.

15.05 In the event the sale or transfer to a third party is approved by the Board of Directors but is not ultimately consummated or the Unit Owner withdraws his offer to the Association or rejects the offer of the stated designee of the Association, the Unit Owner may not sell or transfer his Unit without further complying with the terms and conditions of this Section 15.

15.06 The consent of the Board of Directors shall be in proper recordable form, signed by two (2) officers of the Association and shall be delivered to the purchaser or lessee. Should the Board of Directors fail to act, as herein set forth, and within the time provided herein, the Board of Directors shall, nevertheless, thereafter prepare and deliver its written approval in proper recordable form, as aforesaid, and no conveyance of title or interest whatsoever shall be deemed valid without the consent of the Board of Directors as herein set forth.

15.07 The Association shall have the right to require that a substantially uniform form of purchase agreement be used.

15.08 If a corporate entity is the owner of a Unit, it may designate the occupants of the Units as it desires and for such period of time as it desires without compliance with the provisions of this Section 15. The foregoing shall not be deemed an assignment or subleasing of a Unit.

15.09 No fee shall be charged in connection with the proposed transfer or approval in excess of the expenditures reasonably required for credit report expenses which shall not exceed Fifty Dollars ($50.00).

- 1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vicki Parker
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

15.10 Anything in this Section 15 to the contrary notwithstanding, should any Condominium Unit or Parcel at any time become subject to an Institutional First Mortgage, the holder thereof, upon becoming the owner of said Condominium Parcel through foreclosure, deed in lieu of foreclosure, or other means, and its immediate grantee shall have the unqualified right to sell or otherwise transfer said Unit, including the fee ownership thereof, without prior offer to the Board of Directors.

15.11 The provisions of this Section with regard to sale shall not be applicable to the Developer which is irrevocably empowered to sell Units to any purchasers. The said Developer shall have the right to transact any business necessary to consummate sales of said Units, including, but not limited to, the right to maintain model Units, have signs, employees in the offices, use the Common Elements and show Units. Sales offices, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer.

15.12 The foregoing provisions of this Section shall not apply to transfer by a Unit Owner to any member of his immediate family (i.e. spouse, children or parents); or if a parcel is owned by a form of co-tenancy, to transfers from one tenant to the other co-tenant.

15.13 No judicial sale of a parcel or any interest therein shall be valid unless:

(1) The sale is to a purchaser approved by the Association, which approval shall be in recordable form, executed by two (2) officers of the Association, and delivered to the purchaser; or

(2) The sale is a result of a public sale with open bidding.

15.14 The Board of Directors of the Association shall have the right to withhold consent and approval of prospective Unit Owners to any sale, transfer, or otherwise in the event those prospective Unit Owners or lessees by being such a Unit Owner would automatically violate or breach a term, condition, restriction, rule or regulation or covenant under this Declaration or Exhibits hereto, or in the event the seller or transferor is in violation or breach of any term, condition, restriction, rule or regulation or covenant under this Declaration or Exhibits hereto.

15.15 The foregoing provisions of this paragraph shall not apply to a transfer to or purchase by an Institutional Mortgagee that acquires its title as a result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by an Institutional Mortgagee that so acquires its title; nor shall such provisions apply to a transfer, sale or lease by a "bulk grantee" of an Institutional Mortgage upon the Unit concerned. A "bulk grantee" is defined as a grantee acquiring three (3) or more units from said Institutional Mortgagee. The assignee of a mortgage originally taken by an Institutional Mortgagee shall enjoy the same rights, immunities and privileges as are herein granted to said Institutional Mortgagee. Neither shall such provisions apply to the Developer or the assignee or nominee of the Developer or any person who is an officer, stockholder or director of the Developer, and any such person or corporation shall have the right to freely sell, transfer or otherwise deal with the title and possession of a Unit without complying with the provisions of this Section, and without the approval of the Association, and without payment of any screening fee. As used in this paragraph 15.15, the term "Institutional Mortgagee" shall include any nominee, designee or assignee of the Institutional Mortgagee.

- 1000's of Condominium Documents

NOV 26 1991 COURTHOUSE TOWER
DATE MICROFILMED LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

15.16 Each tenant shall be governed by and shall comply with the provisions of the Condominium Act, the Declaration, the documents creating the Association and the Association By-Laws, and the provisions thereof shall be deemed expressly incorporated into any lease of a Unit.

XVI. Liens

16.01 Subsequent to recording the Declaration and while the property remains subject to the Declaration, no liens of any nature are valid against the Condominium Property as a whole, except with the unanimous consent of the Unit Owners. During this period, liens may arise or be created only against individual Condominium Parcels.

16.02 Labor performed or materials furnished to a Unit shall not be the basis for the filing of a lien pursuant to the Mechanics' Lien Law against the Unit or Condominium Parcel of any Unit Owner not expressly consenting to or requesting the labor or materials. Labor performed or materials furnished to the Common Elements are not the basis for a lien on the Common Elements, but if authorized by the Association, the labor or materials are deemed to be performed or furnished with the express consent of each Unit Owner and may be the basis for the filing of a lien against all Condominium Parcels in the proportions for which the Owners are liable for Common Expenses.

16.03 If a lien against two (2) or more Condominium Parcels becomes effective, each Owner may relieve his Condominium Parcel of the lien exercising any of the rights of a property owner under F.S., Chapter 718, or by payment of the proportionate amount attributable to his Condominium Parcel. Upon the payment, the lienor shall release the lien of record for that Condominium Parcel.

XVII. Remedies of the Association

17.01 All rights, remedies or relief of whatsoever nature or kind provided in favor of the Association in this Declaration, Exhibits hereto, Rules and Regulations promulgated by the Board of Administration, and the Condominium Act shall be cumulative and non-exclusive and none shall exclude, jointly or severally, any other right, remedy or relief permitted by law or otherwise available to the Association.

17.02 Failure by the Association to enforce or declare a violation of the terms and conditions of this Declaration, Exhibits hereto, Rules and Regulations promulgated by the Board of Administration, or the Condominium Act upon occurrence thereof or any delay in taking any action in connection therewith shall not be considered a waiver of such violation and any express waiver of such violation (which must be in writing to be effective) shall NOT be considered a continuing waiver and upon any subsequent violation, the Association shall not be deemed to have waived its rights to declare such violation and exercise concurrently or severally any rights, remedies or relief the Association may have.

XVIII. The Association

18.01 The document creating the Association is attached hereto and made a part hereof as Exhibit "C". The operation of the Condominium Property shall be governed by the By-Laws of the Association, a copy of which are attached hereto and made a part hereof as Exhibit "D". The By-Laws may be modified or amended as provided therein. No amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel. Defects or omissions

1000's of Condominium Documents
REPRODUCTIONS:

Nov 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

in the By-Laws shall not affect the validity of the Condominium or the title to Condominium Units.

18.02 The operation of the Condominium shall be by the Association which must be a corporation not for profit. The Owners of Units shall be members of the Association. The officers and directors of the Association have a fiduciary relationship to the Unit Owners.

18.03 The Association may contract, sue or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management and operation of the Condominium Property. After control of the Association is obtained by Unit Owners, other than the Developer, the Association may institute, maintain, settle or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including, but not limited to, the Common Elements, the roof and structural components of a building or other improvements, mechanical, electrical and plumbing elements serving an improvement or a building, representations of the Developer pertaining to any existing or proposed commonly used facilities, and protesting ad valorem taxes on commonly used facilities. The Association has the authority to maintain a class action; the Association may be joined in an action as representative of that class with reference to litigation and disputes involving the matters for which the Association could bring a class action. Nothing herein limits any statutory or common law right of any individual Unit Owner or class of Unit Owners to bring any action which may otherwise be available.

18.04 A Unit Owner does not have any authority to act for the Association by reason of being a Unit Owner.

18.05 The powers and duties of the Association include those set forth in this section and those set forth in the Declaration and By-Laws if not inconsistent with this Declaration and the law.

18.06 The Association has the irrevocable right to access to each Unit during reasonable hours when necessary for the maintenance, repair or replacement of any Common Elements, or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units.

18.07 The Association has the power to make and collect Assessments, and to lease, maintain, repair and replace the Common Elements.

18.08 The Association shall maintain accounting records for the Condominium according to good accounting practices. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

18.09 The Association has the power to purchase Units in the Condominium and to acquire and hold, lease, mortgage and convey them.

18.10 The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association.

18.11 The Association has the authority, without the joinder of any Unit Owner, to modify or move any easement for ingress or egress or for the purposes of utilities if the easement constitutes part of or crosses the Condominium Property. This subsection does not authorize the Association to modify or move any easement created in whole or in part for the use or benefit of anyone, other than the Unit Owners, without their consent or approval as required by law or the instrument creating the easement.

1000's of Condominium Documents
REPRODUCTIONS:

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vreta Thanks
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

18.12 Maintenance and repair of the Common Elements, except as otherwise provided herein, is the responsibility of the Association.

18.13 The Association may acquire, convey, lease or mortgage Association real property upon the approval of fifty (50%) percent of the total voting interests in the Association.

XIX. Membership in Association

19.01 The Association was created to perform the acts and duties of the management of the Units and Common Elements defined and described in this Declaration, and to levy and enforce collection of Assessments necessary to perform said acts and duties.

19.02 All Unit Owners shall automatically be members of the Association, and said membership shall terminate when they no longer own said Units.

XX. Common Expenses and Common Surplus

20.01 Common Expenses include the expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by this Declaration, the documents creating the Condominium, or the By-Laws.

20.02 Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages provided in the Declaration. A Unit Owner's share of Common Expenses shall be in the same proportion as his ownership interest in the Common Elements.

20.03 Common Surplus is owned by Unit Owners in the same shares as their ownership interest in the Common Elements.

XXI. Assessments; Liabilities; Lien and Priority; Interest Collection

21.01 A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while he is the Unit Owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

21.02 The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made.

21.03 Assessments and installments on them not paid when due bear interest from the date when due until paid at the maximum interest rate permitted by law, and at the sole discretion of the Board of Administration, a late charge not to exceed the greater of Twenty Five Dollars ($25.00) or five (5%) percent of each installment of the assessment for each delinquent installment that the payment is late shall be due and payable.

21.04 (1) The Association shall have a lien on each Condominium Parcel for unpaid Assessments, with interest and for reasonable attorneys' fees incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The

1000's of Condominium Documents

NOV 26 1991 COURTHOUSE TOWER
DATE MICROFILMED LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

lien is effective from and after recording a claim of lien in the Public Records in the County in which the Condominium Parcel is located. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction.

(2) In the event a Unit Owner is thirty (30) days or more late in the payment of any Assessment due to the Association from the Unit Owner of whatsoever nature or kind, the Board of Administration in its sole discretion may accelerate the subsequent quarterly installments and other known Assessments for the subsequent quarter, and such installments, Assessments may be included in the liens set forth herein. No acceleration beyond a quarterly installment shall be made without simultaneously filing a claim of lien. Notice of any claim of lien filed by the Association or its authorized agent, if any, shall contain the full amount due the Association (whether upon an accelerated basis or not) at the time of filing such claim of lien. In the event a Unit Owner enters a new fiscal year being thirty (30) days or more in default of payment of any installment, Assessment due during any previous fiscal year, the Board of Administration may accelerate all then known remaining monthly installments for Assessments, Special Assessments which are due for the subsequent quarter of the fiscal year in which the Association is entering.

(3) Notwithstanding anything to the contrary contained within this Article XXI, as to priority between the lien of a recorded mortgage and the lien for an Assessment, the lien for Assessment shall be subordinate and inferior to the lien of any Institutional First Mortgagee recorded prior to the recording of the claim of lien of the Association regardless of when said Assessment was due, but shall not be subordinate and inferior to the lien of any other mortgage or lien of whatsoever nature or kind.

21.05 (1) The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The remedies provided herein shall be non-exclusive and cumulative and shall not exclude any other remedy available to the Association by this Declaration, law or otherwise.

(2) If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, and if ordered by the Court, the Unit Owner shall pay a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.

(3) The Association has the power to purchase the Condominium Parcel at the foreclosure sale and to hold, lease, mortgage and convey it.

21.06 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 a 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

1000's of Condominium Documents

Nov 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

recorded prior to the recording of the foreclosed mortgage and unless the mortgagee has recorded in the Official Records a deed in lieu of foreclosure or filed a foreclosure proceeding in a court of appropriate jurisdiction within six (6) months after the last payment of principal or interest received by the mortgagee. The six (6) month period shall be extended for any period of time during which the mortgagee is precluded from initiating such procedure due to the bankruptcy laws of the United States, and in no event shall the mortgagee be liable for more than six (6) months of the Unit's unpaid common expenses or assessments accrued before the acquisition of the title to the Unit by the mortgagee. The unpaid share of Common Expenses of Assessments are Common Expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not during that period of its ownership of such parcel, whether or not such Parcel is unoccupied, be excused from the payment of any or all of the Common Expenses coming due during the period of such ownership.

21.07 No person may acquire an interest in a Unit, except through foreclosure of a first mortgage of record or by acceptance of a deed in lieu of foreclosure, as specifically provided herein, including, without limitation, persons acquiring title by operation of law and purchasers at judicial sales until such time as all unpaid Assessments due and owing by the former Unit Owner have been paid.

21.08 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.

21.09 No Unit Owner may be excused from the payment of his share of the Common Expenses of a Condominium unless all Unit Owners are likewise proportionately excused from payment, except as provided in Article 21.06.

21.10 Assessments shall include, but not be limited to, those charges against Unit Owners provided in Article IX of the By-Laws, as well as this Declaration, Exhibits hereto and the Condominium Act.

XXII. Obligations and Restrictions of Members and Owners

In addition to the other obligations and duties heretofore set forth in this Declaration, every Unit Owner shall:

22.01 Promptly pay the Assessments levied by the Association.

22.02 Maintain in a clean and sanitary manner and repair his Unit and all interior surfaces within or surrounding his apartment Unit (such as the surfaces of the walls, ceilings, floors, etc.) whether or not a part of the Unit or Common Elements which are a part of the Unit, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.

22.03 Not use or permit the use of his Unit except for residential or resort transient purposes consistent with the laws of governing authorities having jurisdiction over the property.

22.04 Not permit or suffer anything to be done or kept in his Unit which would increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any

- 1000's of Condominium Documents
REPRODUCTIONS.

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

nuisance, immoral or illegal act in his Unit or on the Common Elements.

22.05 Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's property, by, through or under him do likewise.

22.06 Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building without the prior written consent of the Association.

22.07 Allow the Board of Administration or the authorized agents of the Association to enter any Unit for the purpose of maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units.

22.08 Show no sign, advertisement or notice of any type on the Common Elements or his Unit, and erect no exterior antennas and aerials, except as provided in uniform regulations promulgated by the Association.

22.09 Abide by any regulations regarding children as may be established by the Association, except that no regulations shall prohibit children from residing in or occupying a Unit.

22.10 Make no repairs to any plumbing or electrical wiring within a Unit, except by plumbers or electricians authorized to do such work by the management of the Association. Plumbing and electrical repairs within a Unit shall be paid for and be the financial obligation of the Owner of the Unit. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

22.11 Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate Assessment against his Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Owner of a "Condominium Parcel" in his "Condominium Unit" and in the "Common Elements" shall be considered as a Unit. The value of said Unit shall be equal to the proportion or percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit in Exhibit "B" of this Declaration. The total of all said proportions or percentages equals the value of all of the land and improvements thereon.

22.12 Use only the parking space or spaces, if any, specifically designated for use by the Unit Owner(s) and comply with Association rules regarding valet parking.

22.13 Not replace and/or remove screens, jalousies or other enclosures on balconies, patios or terraces or on other parts of the building, even though such areas may be Limited Common Elements, except with prior written approval of the Board of Administration.

22.14 No balconies, patios or terraces shall be extended, enclosed or decorated in any way whatsoever by a Unit Owner without the prior written consent of the Board of Administration.

22.15 Not divide or subdivide a Unit for purpose of sale or lease, except that a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit.

1000's of Condominium Documents
REPRODUCTIONS.

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

22.16 Not hang any laundry, garments or other objects which are visible from outside of the Unit, except for draperies, blinds, shades or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors.

22.17 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each Unit, the Common Elements and Limited Common Elements shall at all times remain in a clean and sanitary condition.

22.18 Not make any use of a Unit that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

22.19 Abide by any regulations regarding kitchens as may be established by the Association and all municipal and state authorities.

XXIII. Transfer of Association Control

23.01 When Unit Owners, other than the Developer, own fifteen (15%) percent or more of the Units in this Condominium that will be operated ultimately by the Association, the Unit Owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. Unit Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Administration of the Association:

(1) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers; and none of the others are being offered for sale by the Developer in the ordinary course of business;

(4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one (1) member of the Board of Administration of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent in Condominiums with less than five hundred (500) Units and two (2%) percent in Condominiums with more than five hundred (500) Units of the Condominium Units operated by the Association; or,

(5) Seven (7) years after the recordation of the Declaration of Condominium.

23.02 If the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(1) Assessment of the Developer as a Unit Owner for capital improvements.

(2) Any action by the Association that would be detrimental to the sale of Units by the Developer; provided, however, that an increase in Assessments for Common Expenses

1000's of Condominium Document
REPRODUCTIONS:

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

without discrimination against the Developer shall not be deemed to be detrimental to the sale of Units.

XXIV. Rights Reserved Unto Institutional First Mortgagees

So long as any Institutional First Mortgagee or Institutional First Mortgagees shall hold any mortgage upon any Condominium Unit or Condominium Units or shall be the Owner of any Condominium Unit or Condominium Units and complies with the provisions of Section 24.05 hereof, such Institutional First Mortgagee or Institutional First Mortgagees shall have the following rights, to-wit:

24.01 To be entitled to be furnished with at least one copy of the annual financial statement and report of the Association prepared by a certified public accountant designated by the Association, including a detailed statement of annual carrying charges or income collected and operating expenses, such financial statements and report to be furnished, upon written demand, within ninety (90) days following the end of each calendar year.

24.02 To be given notice by the Association of the call of any meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration or the Articles of Incorporation and By-Laws of the Association, which notice shall state the nature of the amendment being proposed.

24.03 To be given notice of default by any member owning any Unit encumbered by a mortgage held by any Institutional First Mortgagee or Institutional First Mortgagees, such notice to be given in writing and sent to the principal office of such Institutional First Mortgagee or Institutional First Mortgagees, or to the place which it or they may designate in writing to the Association.

24.04 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 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 the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property a monthly sum equal to one-twelfth (1/12th) of the annual amount of such insurance expense and to contribute such other sums 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. The Insurance Trustee designated by the Association shall be the escrow depository for purposes hereof or the Board of Administration may designate any Institutional First Mortgagee interested in this Condominium to act in such capacity.

24.05 Whenever any Institutional First Mortgagee or Institutional First Mortgagees desire(s) the provisions of this Article to be applicable unto them, they shall serve written notice of such fact upon the Association by registered mail or certified mail addressed to the Association and sent to its address stated herein with a copy by registered or certified mail addressed to the Institutional First Mortgagee having the highest dollar indebtedness on Units in the Condominium Property, which written notices shall identify the Condominium Parcel or Condominium Parcels upon which any such Institutional First Mortgagees hold any mortgage or mortgages or identifying any Condominium Parcel owned by it or them, and which notice shall designate the place to which notices are to be given by the Association to such Institutional First Mortgagee or Institutional First Mortgagees.

1000's of Condominium Documents i

NOV 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

24.06 Premiums for insurance required to be placed by the Association shall be a Common Expense and shall be paid by the Association. Should the Association fail to pay such premiums when due, or should the Association fail to comply with other insurance requirements imposed by the Institutional First Mortgagee owning and holding the total highest dollar indebtedness against the Condominium Parcels in the Condominium Property, then said Institutional First Mortgagee shall have the right at its option to order and advance such sums as are required to maintain or procure such insurance, and to the extent of the monies so advanced, plus interest thereon at the highest legal rate, said Mortgagee shall have a right of action against the Association and the individual Unit Owners for the repayment of any monies so advanced.

24.07 If two (2) or more Institutional First Mortgagees hold any mortgage or mortgages upon any Condominium Parcel or Condominium Parcels and/or shall be the Owner of any Condominium Parcel or Condominium Parcels, the exercise of the rights above described or manner of exercising said rights shall vest in the Institutional First Mortgagee holding the total highest dollar indebtedness against Condominium Parcels in the Condominium Property, and the decision of such Institutional First Mortgagee shall be controlling.

24.08 FHLMC Guidelines: Notwithstanding anything contained in this Declaration to the contrary, it is the intent of Developer to comply with the requirements of the Federal Home Loan Mortgage Corporation (FHLMC) established as of the date hereof. Specifically, the following provisions are hereby made a part of this Declaration:

> "Except as provided by statute, in the case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium project, unless at least two-thirds (2/3) of the first mortgagees (based upon one (1) vote for each first mortgage owned) or Owners (other than the Developer) of the individual Condominium Units have given their prior approval, the Condominium Home Owners Association shall not be entitled to:
>
> "(a) by act or omission, seek to abandon or terminate the Condominium project;
>
> "(b) change the pro rata interest or obligations of any individual Condominium Unit for the purposes of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rata share of ownership of each Condominium Unit in the Common Elements;
>
> "(c) partition or subdivide any Condominium Unit;
>
> "(d) by act or omission, seeking to abandon, partition, subdivide, encumber, sell or transfer the Common Elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements by the Condominium project shall not be deemed a transfer within the meaning of this clause);
>
> "(e) use hazard insurance proceeds for losses to any Condominium property (whether to Units or to Common Elements) for other than repair,

1000's of Condominium Documents

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

replacement or reconstruction of such Condominium property."

XXV. Commercial Units

There are thirty six (36) Commercial Units in the Condominium. Although a specific initial use is indicated for the Commercial Units within this Prospectus, the Commercial Units may be used for any and all lawful purposes, without the consent of the Association, and may be transferred, conveyed, leased or disposed of without the consent of the Association. Furthermore, the Developer reserves the right, at any time, to convey any or all of the Commercial Units to the Association, and the Association shall be obliged to accept same. Upon the conveyance of a Commercial Unit to the Association, the percentage of Common Expense and ownership of Common Elements attributable to any Commercial Unit conveyed to the Association shall be deemed transferred to the Association, as well. The Commercial Units shall be used in accordance with applicable laws, including, but not limited to, Chapter 718 of the Florida Statutes and zoning regulations of the City of Miami Beach. Subject to the foregoing, the Owner of a Commercial Unit has the right to permit the public to use it and to charge a fee for the use of the Commercial Unit to both Owners and to the public. No action may be taken which adversely affects the rights and interests of the Commercial Unit Owners without their prior written consent.

Owners of Commercial Unit(s) shall have the right to divide or combine Commercial Unit(s) so long as the common interest appurtenant to such Commercial Unit(s) after the division or combination shall equal in total the common interest applicable to the Commercial Unit(s) divided or combined prior to the division or combination. Any such division or combination shall require the written consent of the Board of Directors and shall be in compliance with all governmental laws, codes, ordinances and regulations. The consent of the Board of Directors shall not be unreasonably withheld. The cost of any division or combination shall be the responsibility of the Owner(s) of the Commercial Unit(s) being divided or combined. Any such division or combination shall become effective upon the recording in the Public Records of Dade County, Florida, of an Amendment to the Declaration of Condominium executed by the Owner(s) of the Commercial Unit(s) so divided or combined, together with the filing of floor plans of the Commercial Unit(s) as divided or combined. Upon such a division or combination, the voting rights for such Commercial Units shall be proportionately adjusted based upon the square footage involved in the division or combination. The Amendment shall state the common interest applicable to the divided or combined Commercial Unit(s) and the adjusted voting rights.

XXVI. Developer's Tenants

It is understood and agreed by all parties hereto and all Unit Owners that certain Units may be occupied by tenants of the Developer under lease agreements, or month to month tenancies, or other types of tenancies heretofore or hereinafter consummated and agreed upon. Such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements or other types of tenancies and to use and enjoy on a nonexclusive basis all common elements of the Condominium and the recreational facilities without any cost or expense.

1000's of Condominium Documents

NOV 26 1991 DATE MICROFILMED COURTHOUSE TOWER LOCATION CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

XXVII. Warranties

The Developer does not warrant to the Association or the Unit Owners of the construction of, or any part of, the Condominium property, common elements or Units, save and except any express written warranties delivered by the Developer in writing to Unit Owners; and any and all implied warranties, including warranties of marketability and fitness of use, are hereby specifically disclaimed to the extent permitted by law. Developer further disclaims any intent to have made any warranty or representation in connection with the Condominium documents and disclosure materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where same is specifically warranted or guaranteed.

XXVIII. Sales Activity and Developer's Rights

Until the Developer has completed and sold all the Units of the Condominium, neither the Unit Owners nor the Association nor their use of the Condominium shall interfere with the completion of the contemplated improvements and the sale of Units. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such completion and sale, including, but not limited to, the maintenance of sales offices for the showing of the property and display of signs billboards, placards and visual promotional materials. It is specifically understood that the Developer has the right and authority to use the reservation office, front desk, manager's office, reception office, and accounting office and the common elements of the Condominium for the purpose of sales and administrative office for so long as Developer has not sold all Units in the Condominium. The Developer may use unsold Units as model units or as sales offices for display purposes to prospective Condominium purchasers. The Developer shall have the right to use unassigned parking spaces and valet parking for prospective purchasers and such other parties as Developer determines. The sales office personal property, model furnishings, signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. It should be understood that prior to the conversion of the improvements to a Condominium that the operation of the Condominium was a apartment/hotel-type operation and, accordingly, the Developer may continue such apartment or hotel rentals at its discretion for any unsold Units and Developer, until all Units are sold, shall have the full right and authority to use the Common Elements and the areas aforedescribed in furtherance of such apartment and/or hotel rentals as the Developer may so desire.

XXIX. Reservation of Name

The Developer reserves the right to use the name "Castle Beach Club" in any fashion, including, but not limited to, other hotel, condominium or residential development. This paragraph cannot be amended without the consent of the Developer.

XXX. Transient and Permanent Occupancy

Both transient and permanent occupancy of Condominium Units is permitted, without the approval of the Condominium Association.

OM - 1000's of Condominium Docum

NOV 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

XXXI. Parking

No Unit Owner shall have access to the parking area, except as provided pursuant to rules and regulations of the Association. The Association shall provide for the parking of all Unit Owners, both Residential and Commercial. All parking shall be valet parking. Each Unit shall be entitled to valet parking for one automobile, without charge. The Association may charge a reasonable fee to owners and guests, including, but not limited to, daily, monthly and annual fees for additional parking. The Association may enter into an Agreement with a company to provide valet parking. The Developer may add additional parking spaces to the parking areas at any time in the event that Dade County Building and Zoning Department and/or Dade County Zoning Code allow additional spaces to be added for the Condominium, and in such event Developer may add such spaces without approval from any other party whatsoever.

XXXII. Binding Arbitration

All disputes between a Unit Owner and the Developer or between the Association and the Developer shall be resolved by binding arbitration in accordance with the rules of the American Arbitration Association.

XXXIII. Miscellaneous

33.01 If any provisions of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase or word, or the application thereof in any circumstance is held invalid, the validity of the remainder of this Declaration, the By-Laws attached or the Condominium Act, and of the application of any such provision, section, sentence, clause, phrase or word in other circumstances shall not be affected thereby.

33.02 Whenever notices are required to be sent hereunder, the same shall be sent to the Unit Owners by regular mail, at their place of residence in the Condominium building, unless the Unit Owner has, by written notice, duly receipted for, specified a different address. Notices to the Association shall be delivered by regular mail to the resident agent. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice.

33.03 Each Unit Owner and the Association shall be governed by and shall comply with the Condominium Act and this Declaration and By-Laws as they may exist from time to time. Failure to do so shall entitle the Association or any other Unit Owner to recover sums due for damages or injunctive relief or both. Such actions may be maintained by or against a Unit Owner or the Association or in a proper case by or against one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Such relief shall not be exclusive of other remedies provided by law.

33.04 Whenever the context so requires, the use of any gender shall be deemed to include all genders and the use of the plural shall include the singular and the singular shall include the plural. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a uniform plan for the operation of the Condominium in accordance with the laws made and provided for the same. As used herein, the term "member" means and refers to any person, natural or corporate, who is a Unit Owner.

M - 1000's of Condominium Document

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

33.05 No Unit shall be occupied by more than the legal occupancy limit for that Unit.

33.06 A tenant of any Unit Owner or of the Developer shall have the same right to use the recreational facilities as the Owner of said Unit has. In no event shall any individual or family, other than the individual or family residing in the Unit and their guests, be entitled to use said recreational facilities.

33.07 This Declaration and all Exhibits hereto shall be binding upon and inure to the benefit of each Unit Owner, their heirs, personal representatives, successors, assigns and grantees and any and all persons claiming by, through or under any Unit Owners.

33.08 The heading and captions used herein are for reference purposes only, are inserted solely as a matter of convenience, and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name and on its behalf by the appropriate individuals on this 25 day of NOVEMBER, 1991.

Signed, Sealed and Delivered
in the Presence of:

K.A. Child
KAREN A. CHILD
LOUIS ZARETSKY

CRESCENT HEIGHTS X, INC., a Florida corporation

BY: Bruce A. McEwin
EXECUTIVE VICE PRESIDENT

STATE OF FLORIDA)
) ss.
COUNTY OF DADE)

BEFORE ME, the undersigned authority, personally appeared BRUCE A. MCEWIN, as PRESIDENT of CRESCENT HEIGHTS X, INC., a Florida corporation, to me known and known to me to be the person who executed the foregoing instrument as such officer, and he duly acknowledged before me that he executed the same freely and voluntarily as the act and deed of said corporation.

WITNESS my hand and official seal in the County and State aforesaid, this 25th day of November, 1991.

Notary Public, State of Florida

My commission expires:

LOUIS ZARETSKY
MY COMMISSION EXPIRES
September 26, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

1000's of Condominium Documents

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1900

CONSENT OF MORTGAGEE

THIS CONSENT is given this 25 day of November, 1991 on behalf of CAPITAL BANK, a Florida banking corporation (the "Mortgagee"), being the owner and holder of that certain mortgage given by CRESCENT HEIGHTS X, INC., a Florida corporation ("Mortgagor"), recorded in Official Records Book 15131, Page 792, of the Public Records of Dade County, Florida.

WHEREAS, Mortgagor has requested Mortgagee to consent to the recording of that certain Declaration of Condominium for CASTLE BEACH CLUB, A CONDOMINIUM (the "Declaration"), and to subordinate the lien and effect of the Mortgage to the Declaration.

NOW, THEREFORE, Mortgagee consents to the recordation of the Declaration and agrees that the lien and effect of the Mortgage shall be subject and subordinate to the terms of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of CASTLE BEACH CLUB, and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration or other documents issued in connection with the promotion of CASTLE BEACH CLUB. None of the representations contained in the Declaration or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. Nothing contained herein shall affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

Made as of the day and year first above written.

Signed, Sealed and Delivered in the presence of:

Elena Hagen

Delores Bruggese

CAPITAL BANK, a Florida banking corporation

By: Michael Paul
Michael Paul
Senior Vice President

[Corporate Seal]

CAPITAL BANK CORPORATE SEAL 1982 FLORIDA

1000's of Condominium Documents

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

STATE OF FLORIDA)
) SS:
COUNTY OF DADE)

The foregoing instrument was acknowledged before me this 25 day of November, 1991, by MICHAEL PAUL, as Senior Vice President of CAPITAL BANK, a Florida banking corporation, on behalf of said corporation.

Delores A. Bruzzese
NOTARY PUBLIC
State of Florida

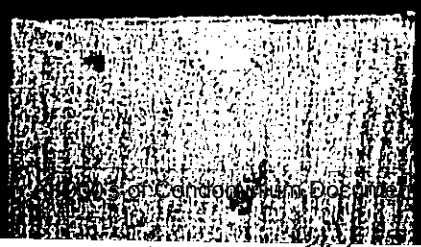
My Commission Expires:

_____

[Notarial Seal]

OFFICIAL SEAL
DELORES A. BRUZZESE
MY COMMISSION EXPIRES
OCTOBER 03 1994
COMMISSION NO CC052146

11/22/91\MISCDOCS.OTH



NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1902

CONSENT OF MORTGAGEE

HOME SAVINGS BANK, F. S. B., a United State Corporation, being the holder of that certain mortgage dated July 30, 1991 - and recorded July 31, 1991, in official records book 15131, at page 738, of the Public Records of Dade County, Florida, hereby consents to the filing of the foregoing Declaration of Condominium establishing CASTLE BEACH CLUB, A CONDOMINIUM, in accordance with the requirements of Secion 718.104, Florida Statutes.

Signed, sealed and delivered
in the presence of:

Jerrold Knee

Jeanne Brown

HOME SAVINGS BANK, F. S. B.

BY _____
Thomas M. Wohl

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me, this 21st day of November, 1991, by Thomas M. Wohl as President, of HOME SAVINGS BANK, F. S. B.

My commission expires:
3/1/94

Notary Public, State of Florida
Jeanne Brown

"OFFICIAL NOTARY SEAL"
MY COMMISSION EXPIRES: 3/1/94

1 - 1000's of Condominium Documen

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vreste Hanks
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

EXHIBIT "A"

CASTLE BEACH CLUB, A CONDOMINIUM

LEGAL DESCRIPTION, SURVEY, AFFIDAVIT OF SURVEYOR AS TO CERTIFICATE OF SUBSTANTIAL COMPLETION, PLOT PLAN, FLOOR PLANS AND GRAPHIC DESCRIPTION

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Creste Hanks
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

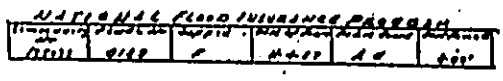
NOTES:

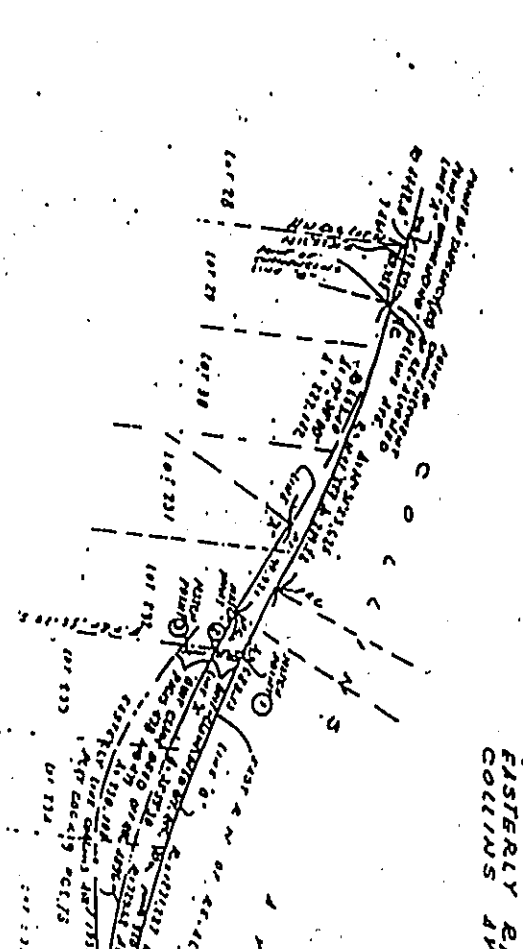
OFF. REC. 15285 PG 1904

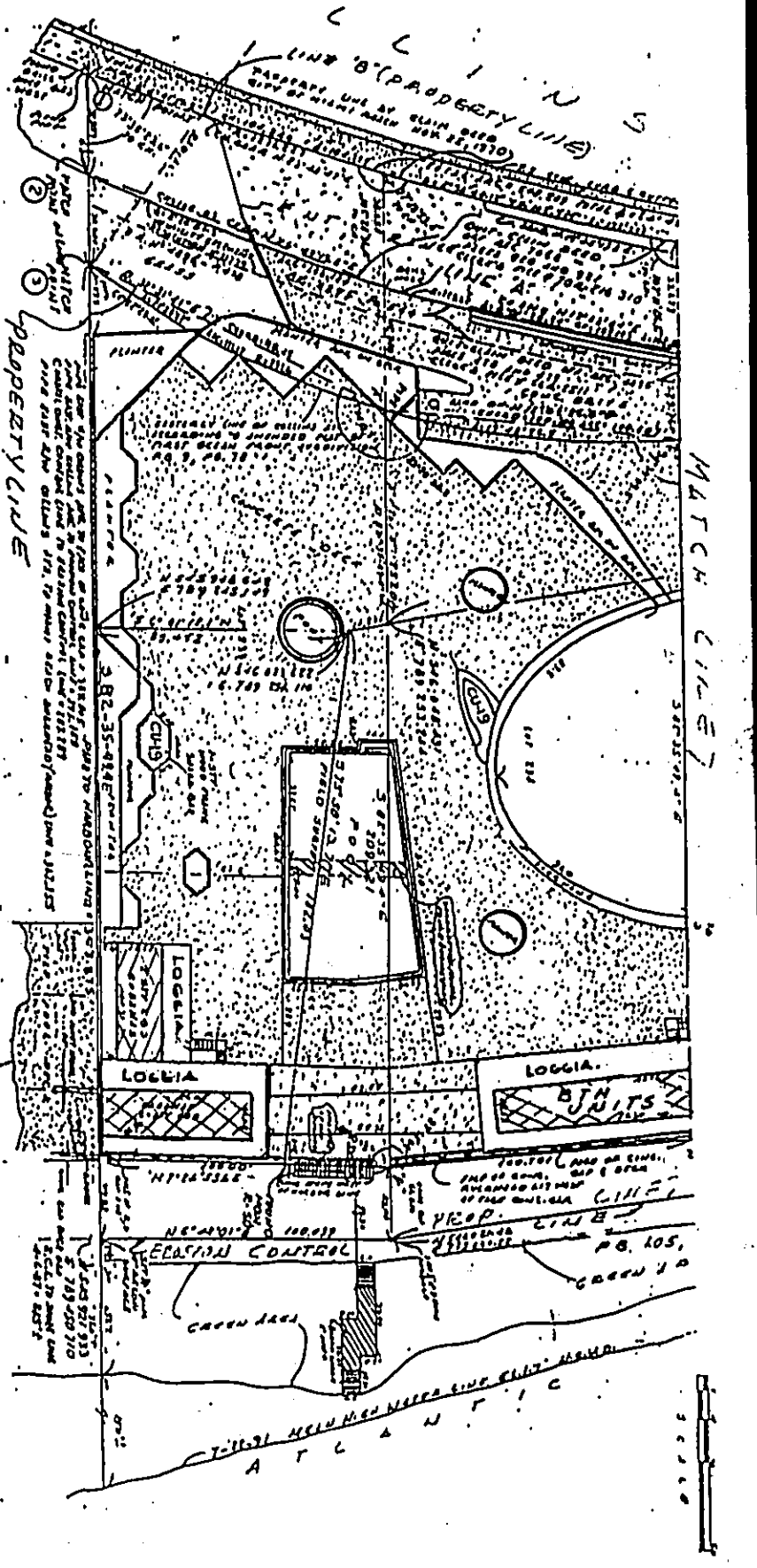
INDICATES CABANA UNITS & TOWNHOUSE UNITS

C U 19 INDICATES COMMERCIAL UNIT 19

ALL ITEMS SHOWN ON THIS SHEET ARE COMMON ELEMENTS UNLESS INDICATED OTHERWISE







LOCATION SKETCH TO IDENTIFY EASTERLY E/W OR RE-ALIGNED COLLINS AVENUE

S I T E P L A N

CLERK NOTE:
FOR DECLARATION OF CONDOMINIUM
SEE OFFICIAL RECORD BK 15285 PG. 1669

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 1 of 40

1000's of Condominium Documents
REPRODUCTIONS:

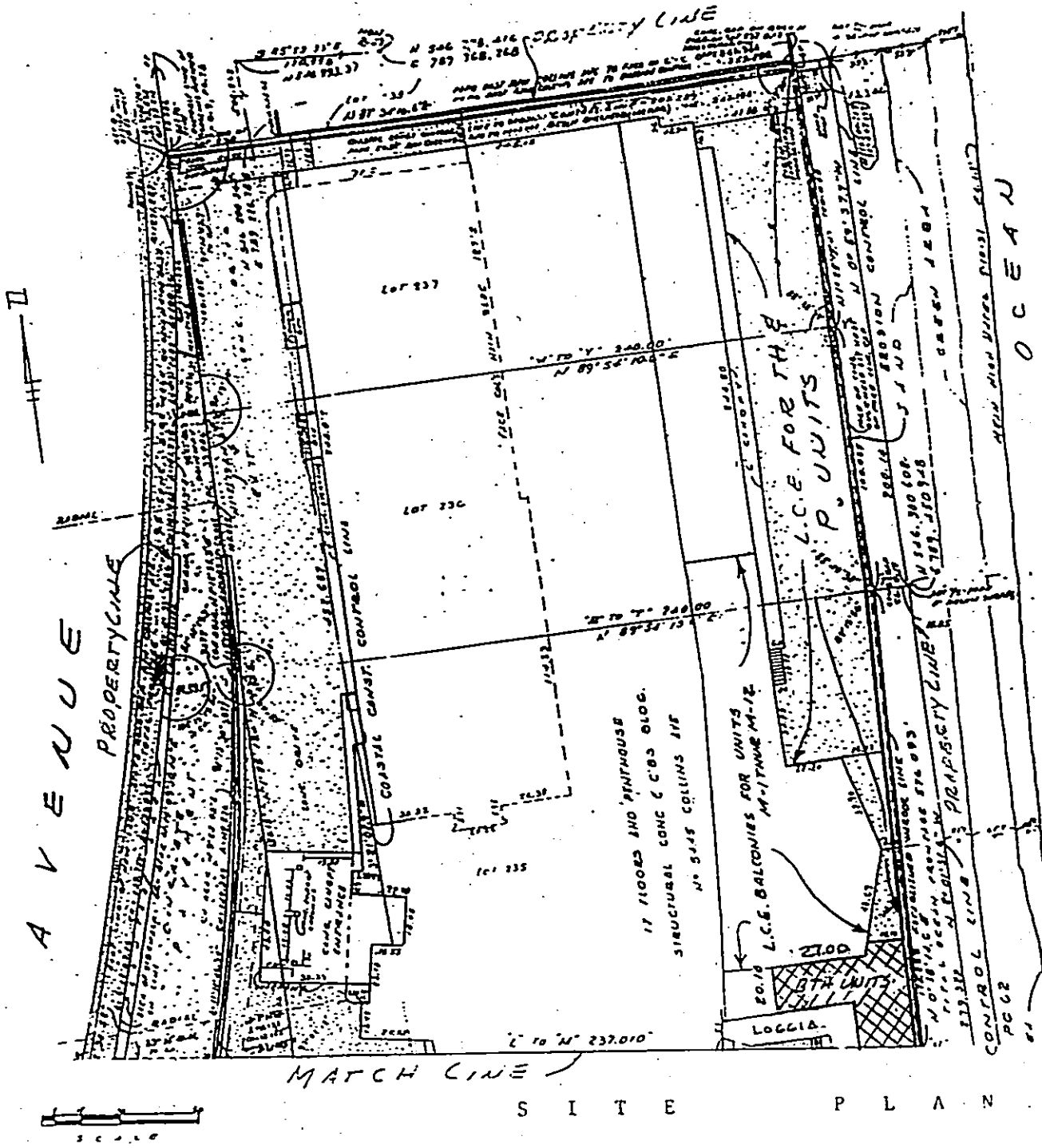
COURTHOUSE TOWER
LOCATION
Nov 26 1991
DATE MICROFILMED
OFF. REC. 15285 | 1905
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

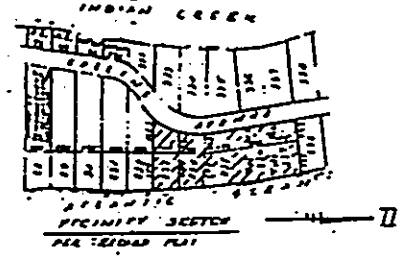
NOTES:

ALL ITEMS SHOWN ON THIS SHEET ARE COMMON ELEMENTS, EXCEPTING THEREFROM

THE L.C.E., LIMITED COMMON ELEMENTS FOR THE T.H. UNITS & THE P UNITS

ALSO THE BTH UNITS





CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 2 of 40

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

THIS IS A SKETCH OF AN AS-BUILT SURVEY OF:

Lots 233 through 237 inclusive, Amended First Ocean Front Subdivision, according to the Plat thereof, as recorded in Plat Book 9, at page 78 of the public records of Dade County, Florida. Said Lots bounded on the East by the Erosion Control Line of the Atlantic Ocean, said Line recorded in Plat Book 105, at page 62 of the public records of Dade County, Florida.

AND

All that parcel of land bounded on the North by the North line of Lot 237 produced Westerly;

Bounded on the South by the South line of Lot 233 produced Westerly;

Bounded on the East by the Westerly line of Lots 233 through 237 inclusive, or, the Easterly line of Collins Avenue, as said Lots and Avenue are shown on the Amended First Ocean Front Subdivision, recorded in Plat Book 9, at page 78 of the public records of Dade County, Florida.

Bounded on the West by the Easterly right-of-way line of realigned Collins Avenue (130 feet wide), said Easterly right-of-way line being described as follows:

Commencing (P.O.C.) at the intersection of the N.W. corner of Lot 28 and the Easterly right-of-way line of Collins Avenue as shown on the above mentioned Record Plat, run N.16°57'30"E., along the Easterly right-of-way line of Collins Avenue as shown on the said recorded plat, a distance of 59.752 feet to a point, said point being the Point of Curvature (P.C.) of a Circular Curve concave to the Southeast, said point also being the Point of Commencement of the resligned Collins Avenue; thence run Northeasterly along the said Easterly right-of-way line of Collins Avenue, along the Arc of said Circular Curve having for its elememts a Central Angle of 14°31'23.675", a Radius of 1141.227 feet, a distance of 289.28 feet to the Point of Reverse Curvature (P.R.C.) of a Circular Curve concave to the West; thence continue along the right-of-way line of realigned Collins Avenue, along the Arc of said Reverse Curve concave to the West, having for its elements a Central Angle of 31°00'53.675", a Radius of 1271.227 feet, a distance of 688.13 feet to the Point of Tangency (P.T.) of said Reverse Curve, said point being on the Easterly right-of-Way line of said Collins Avenue, and on the Westerly line of Lot 238, as said Avenue and Lot are shown on the above mentioned recorded plat, said point also being 26.549 feet Southerly of the Northerly line of said Lot 238, as measured along the Easterly right-of-way line of Collins Avenue as shown on said recorded plat.

The above described property contains 172,547 square feet, more or less, or 3.96 acres, more or less.

SURVEYORS CERTIFICATE:

WE HEREBY CERTIFY: that the "Sketch of Survey" shown hereon is true and correct to the best of our knowledge and belief, as recently surveyed under our direction; also that there are no visible encroachments, unless shown hereon. Examination of the "abstract of Title" will have to be made to determine recorded instruments, if any, which may affect this property. This survey conforms to the minimum technical standards for Land Surveys in the State of Florida, pursuant to Section 472.027, Florida Statutes and to Chapter 21HH-6 of the Florida Administrative Code, as adopted by the Department of Professional Regulation, Board of Land Surveyors. This "Sketch of Survey" is not valid unless the embossed seal of a Professional Land Surveyor, employed by Zurwelle-Whittaker, Inc., is affixed hereon.

ORDER NO. 78274-91

Zurwelle-Whittaker, Inc.

By: James D. Reeves, President
P.L.S. No. 2194, Florida

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 19, 1991 Sheet 2A of 40

1000's of Condominium Documents in

NOV 26 1991 COURTHOUSE TOWER
DATE MICROFILMED LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

SURVEYORS CERTIFICATE:

WE HEREBY CERTIFY: that on this 15th day of October, 1991, this Certification is made, pursuant to the provisions of Section 718.105, Florida Statutes; that the construction of the improvements is substantially complete, so that the material, together with the provisions of the Declaration describing the Condominium Property, is an accurate representation of the location and dimensions of the improvements and proposed improvements, so that the identification , location and dimensions of the Common Elements and of each Unit can be determined from these materials.

Zurwelle-Whittaker, Inc.
By: James D Reeves
James D. Reeves, President
P.L.S. No. 2194, Florida

NOTES:

1- Each Condominium shall have as its boundary, the interior unfinished surfaces of the Ceiling, Floor and Perimeter Walls. All Bearing walls located within a Condominium Unit, constitute part of the Common Elements, up to the unfinished surfaces of said walls.

2- All lands and all portions of the Condominium Building or other improvements not located within the boundaries of a Condominium Unit or Commercial Condominium Unit, are part of the Common Elements or Limited Common Elements (L.C.E), as indicated within the graphics or floor plans.

3- Common Elements means the portion of the Condominium property not located in the Condominium Unit, but shall include chases through each Unit for electric conduit, plumbing pipes, duct telephone lines and other facilities for the furnishing of utility services to each Unit and common areas.

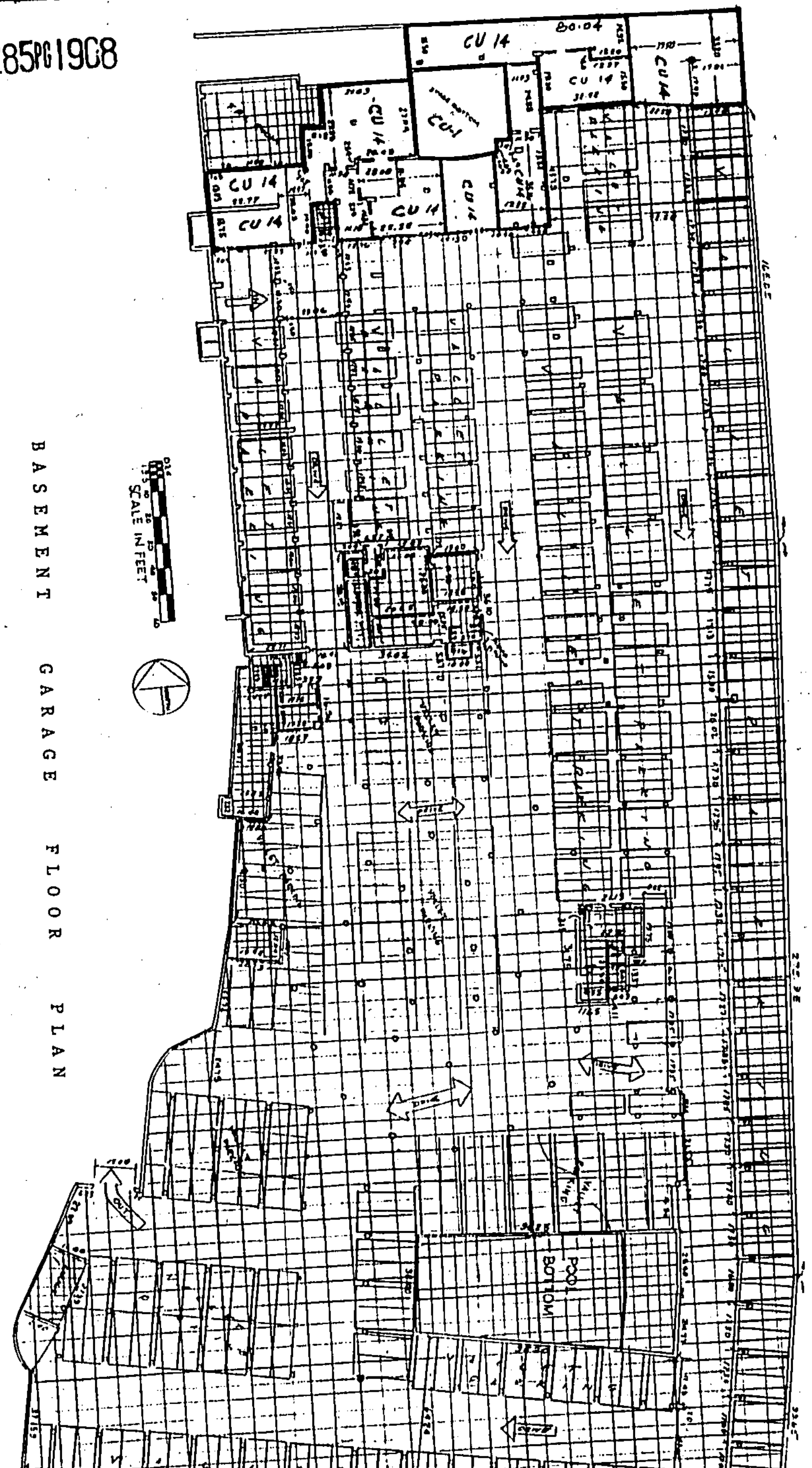
4- All Balconies attached to the Units are Limited Common Elements (L.C.E.), limited to the Unit to which they are attached.

5- All dimensions shown in the individual Units are to the interior of the unfinished surfaces and may vary slightly due to construction or layout within the Unit.

NOV 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1908

BASEMENT GARAGE FLOOR PLAN



C U INDICATES COMMERCIAL UNITS

INDICATES COMMON ELEMENTS

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 4 of 40

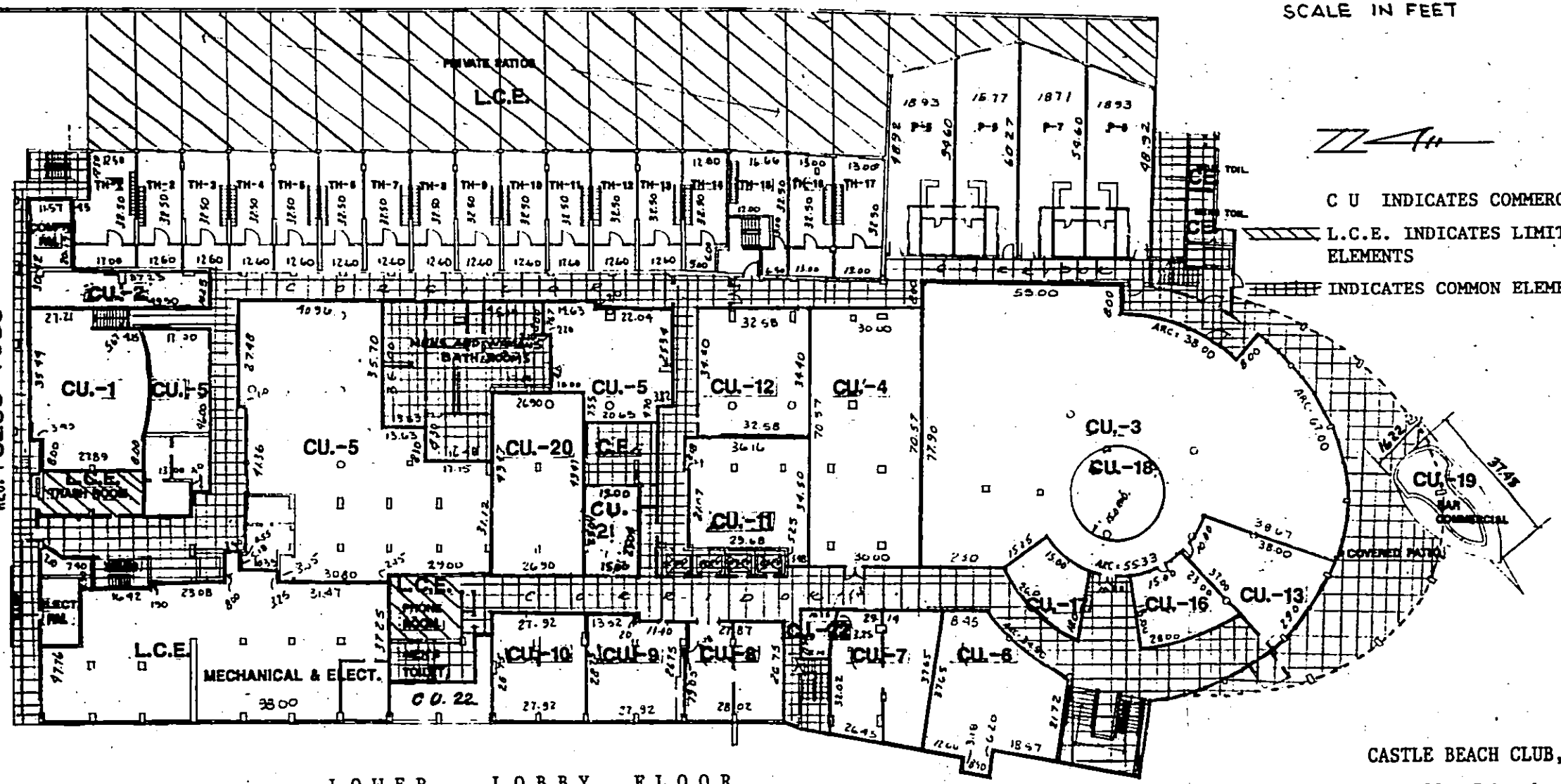
1000's of Condominium Documents
REPRODUCTIONS.

TH UNITS 1 THRU 17 ARE IN PLACE, INTERIORS TO BE CONSTRUCTED

P UNITS 5 THRU 8. ARE TO BE CONSTRUCTED

0 5 10 20 30 40 50

SCALE IN FEET



C U INDICATES COMMERCIAL UNITS

L.C.E. INDICATES LIMITED COMMON ELEMENTS

INDICATES COMMON ELEMENTS

LOWER LOBBY FLOOR

CASTLE BEACH CLUB, A CONDOMINIUM

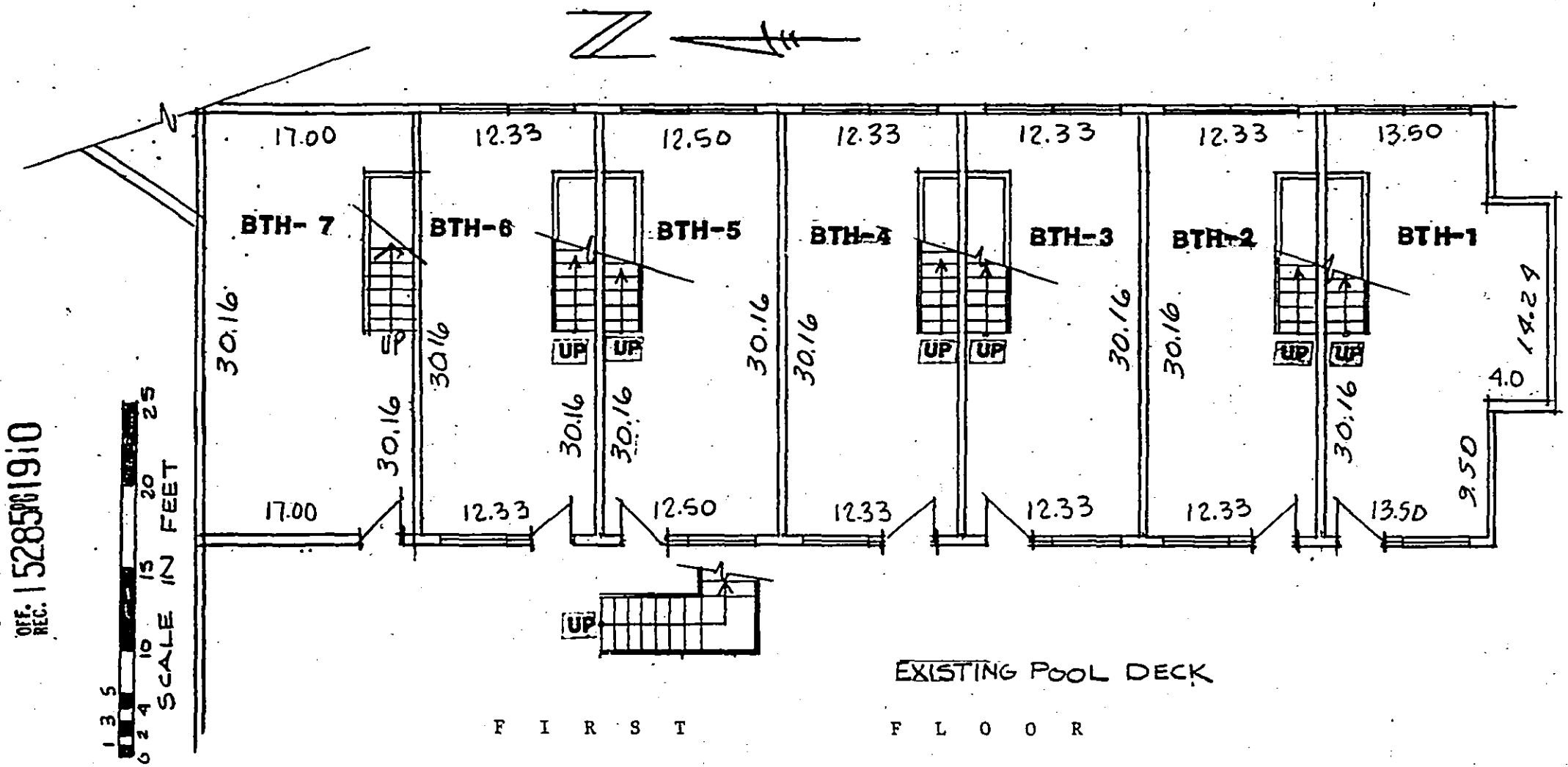
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 5 of 40

OFF. REC. 15285 1909
COURTHOUSE TOWER
LOCATION
Nov 26 1991
DATE MICROFILMED
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT
Documents
REPRODUCTIONS.

COURTHOUSE TOWER
LOCATION
Nov 24 1991
DATE MICROFILMED
Wanda Edwards
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 1910



EXISTING POOL DECK

F I R S T F L O O R

NOTE:

BTH INDICATES BEACH TOWNHOUSE

STAIRWELL WITHIN UNITS TO BE CONSTRUCTED

CASTLE BEACH CLUB, A CONDOMINIUM

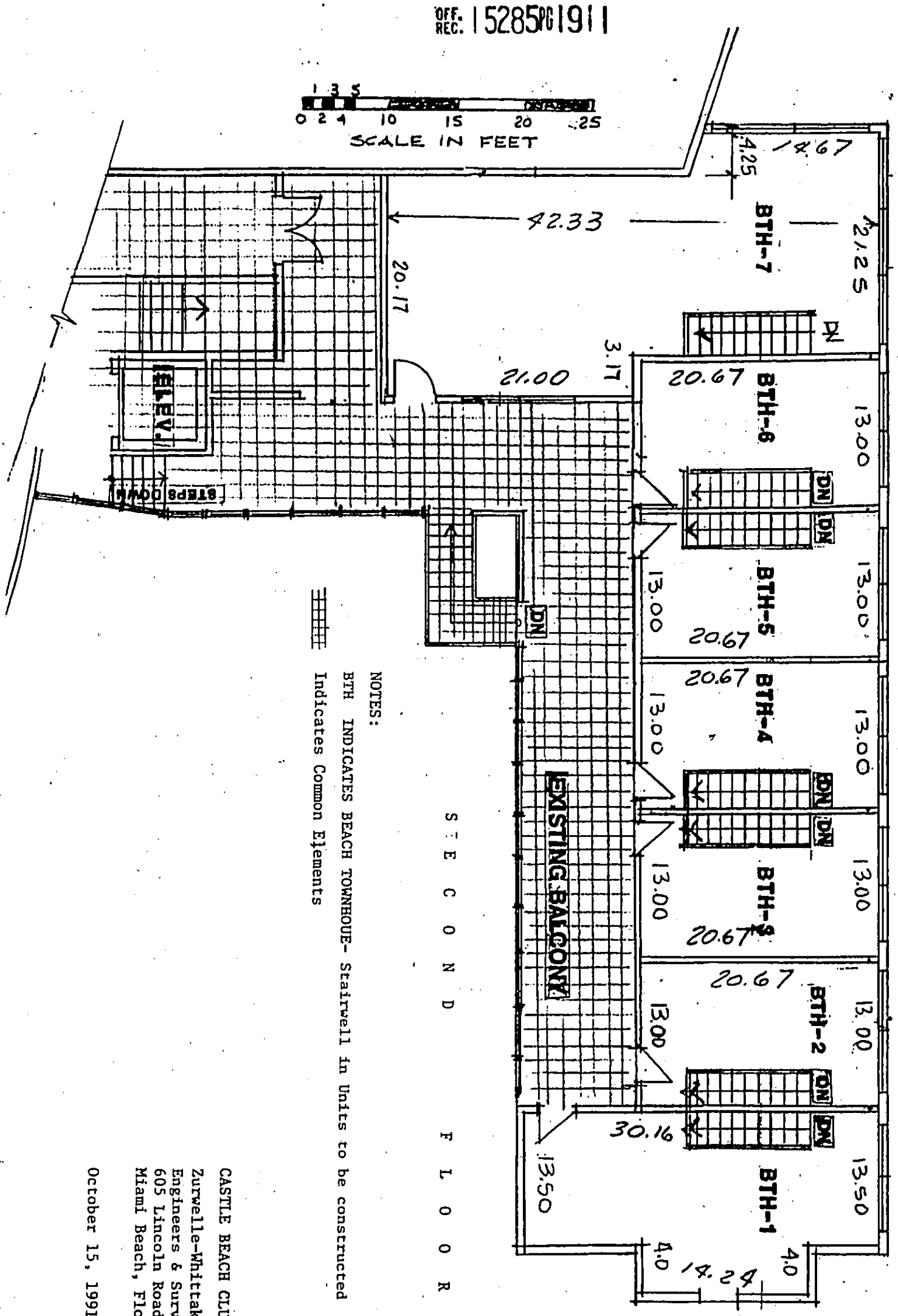
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 6 of 40

REPRODUCTIONS OF CONDOMINIUM DOCUMENTS

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vreste Starkes
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1911



NOTES:

BTH INDICATES BEACH TOWNHOUE- Stairwell in Units to be constructed

Indicates Common Elements

SECOND FLOOR

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 7 of 40

1000's of Condominium Documents

Nov 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vreste Starks
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

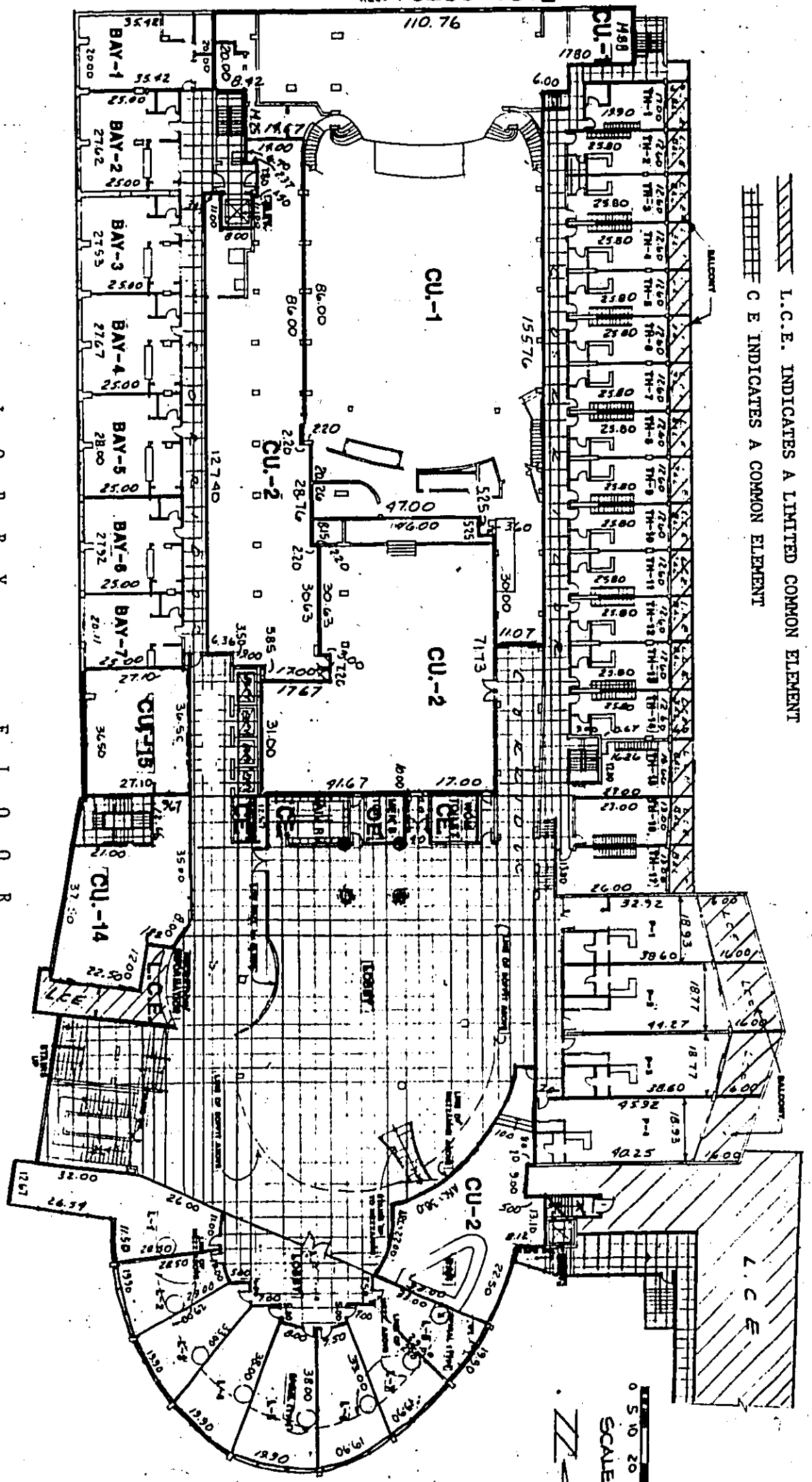
TH UNITS 1 THRU 17 INCLUSIVE ARE IN PLACE (INTERIORS TO BE CONSTRUCTED)

P UNITS 1 THRU 4 INCLUSIVE, L UNITS 1 THRU 8 INCLUSIVE AND BAY UNITS 1 THRU 7 INCLUSIVE ARE TO BE CONSTRUCTED AS SHOWN HEREON.

C U INDICATES COMMERCIAL UNITS

L.C.E. INDICATES A LIMITED COMMON ELEMENT

C E INDICATES A COMMON ELEMENT



CASTLE BEACH CLUB, A CONDOMINIUM

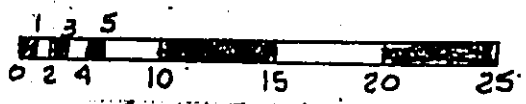
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 8 of 40

1000's of Condominium Documents

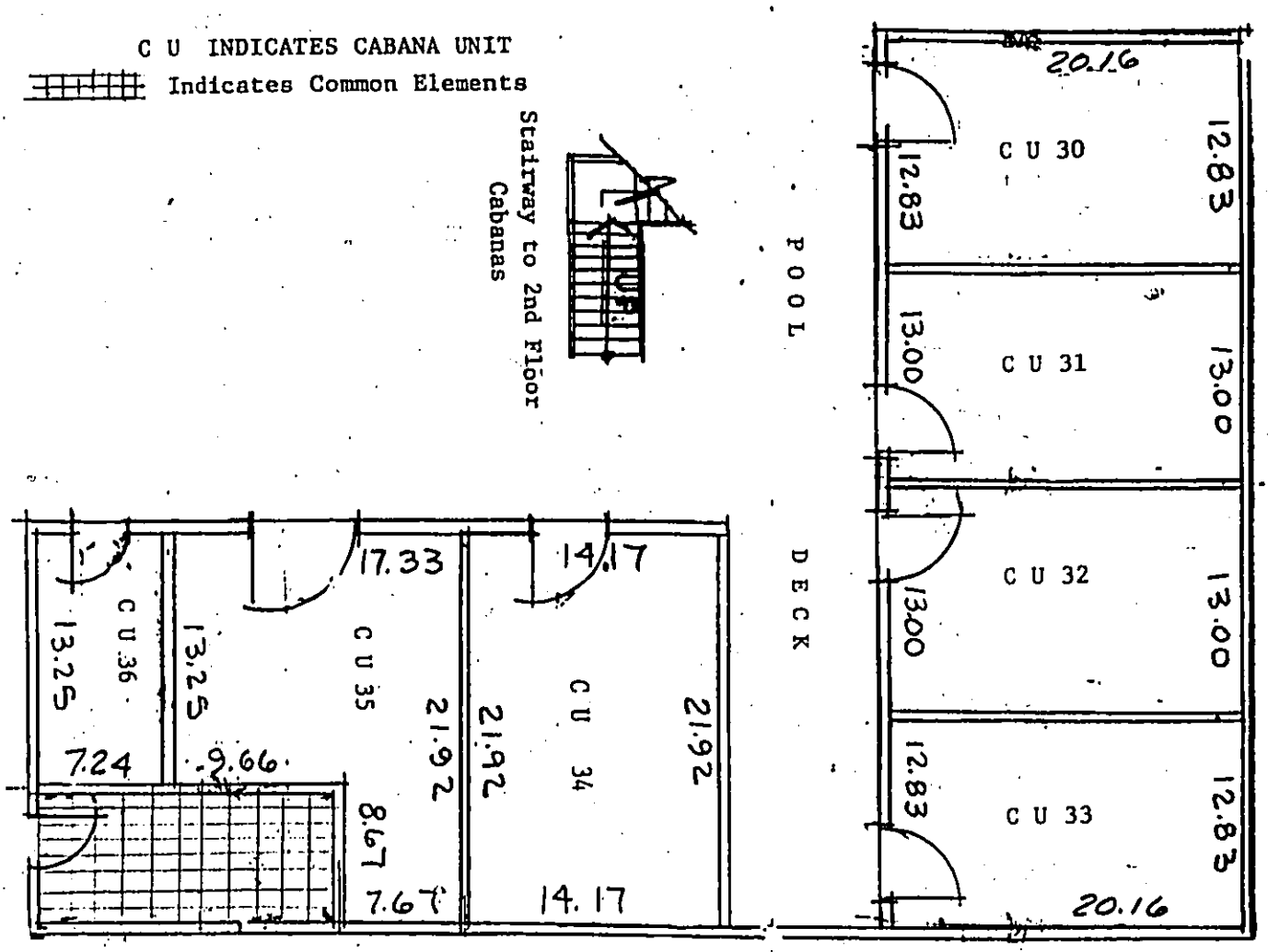
NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1913



C U INDICATES CABANA UNIT

Indicates Common Elements



FIRST FLOOR CABANAS

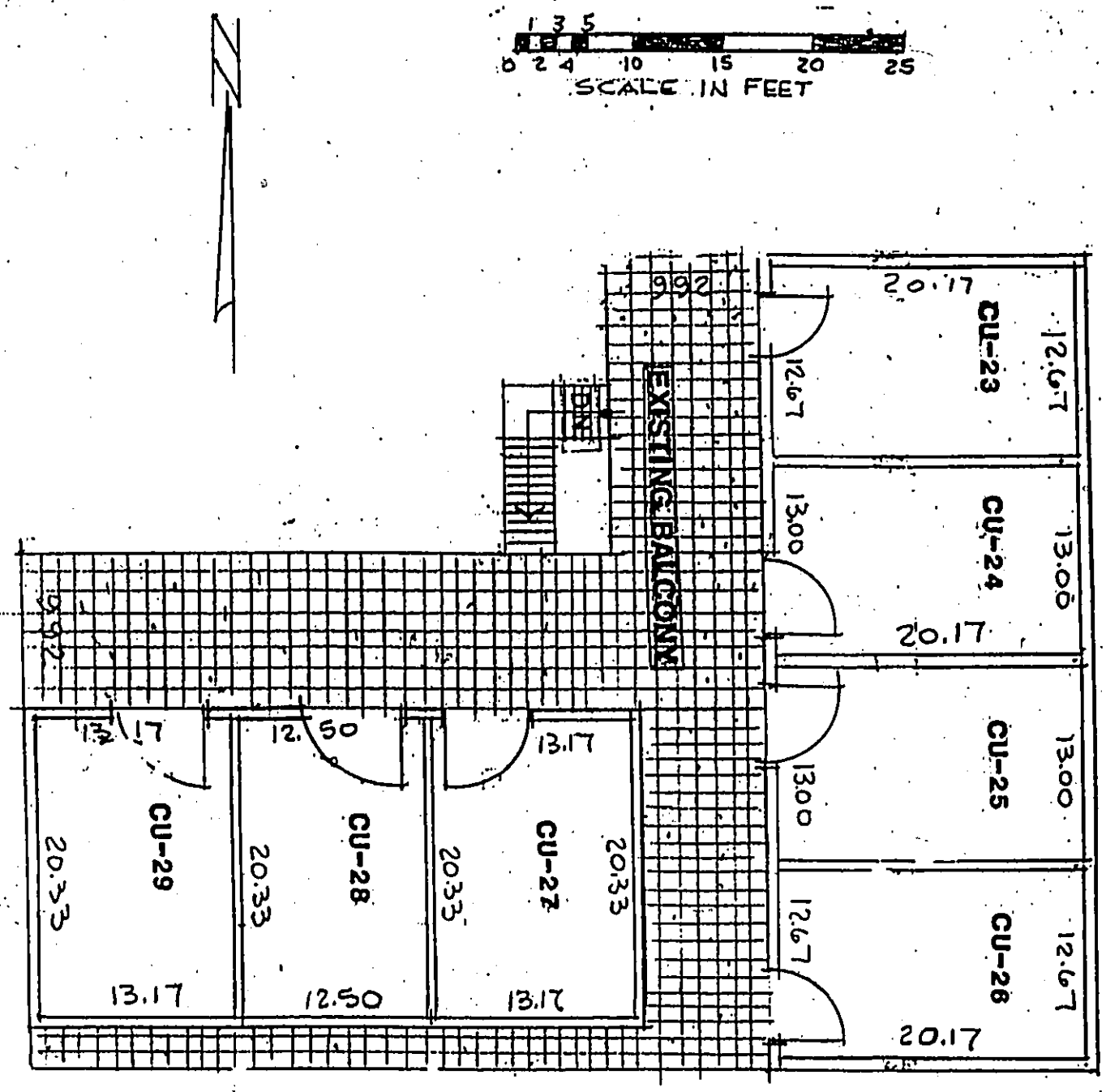
CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 9 of 40

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vreste Starks
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT



S E C O N D F L O O R

▨ INDICATES COMMON ELEMENTS

C U INDICATES CABANA UNIT

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 10 of 40

100% of Condominium Documents

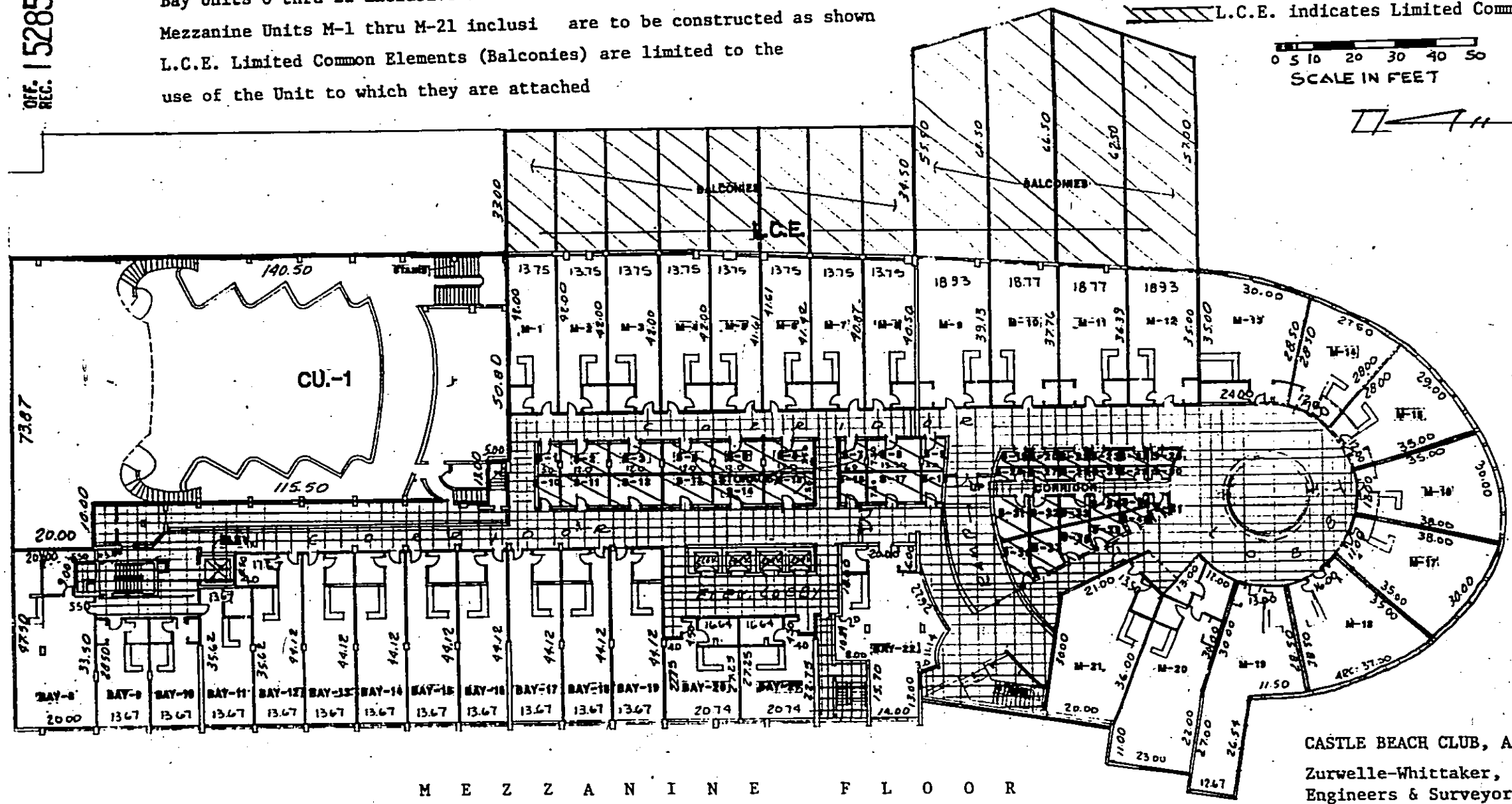
REPRODUCTIONS:

OFF. REC. 15285 0 1915

NOTES:
S-1 thru S-41 Inclusive are storage Units and are Limited Common Elements and are to be (constructed)
Bay Units 8 thru 22 inclusive are to be constructed as shown hereon
Mezzanine Units M-1 thru M-21 inclusi are to be constructed as shown
L.C.E. Limited Common Elements (Balconies) are limited to the use of the Unit to which they are attached

C U Indicates a Commercial Unit
Indicates a Common Element
L.C.E. indicates Limited Common Elements

0 5 10 20 30 40 50
SCALE IN FEET



M E Z Z A N I N E F L O O R

CASTLE BEACH CLUB, A CONDOMINIUM

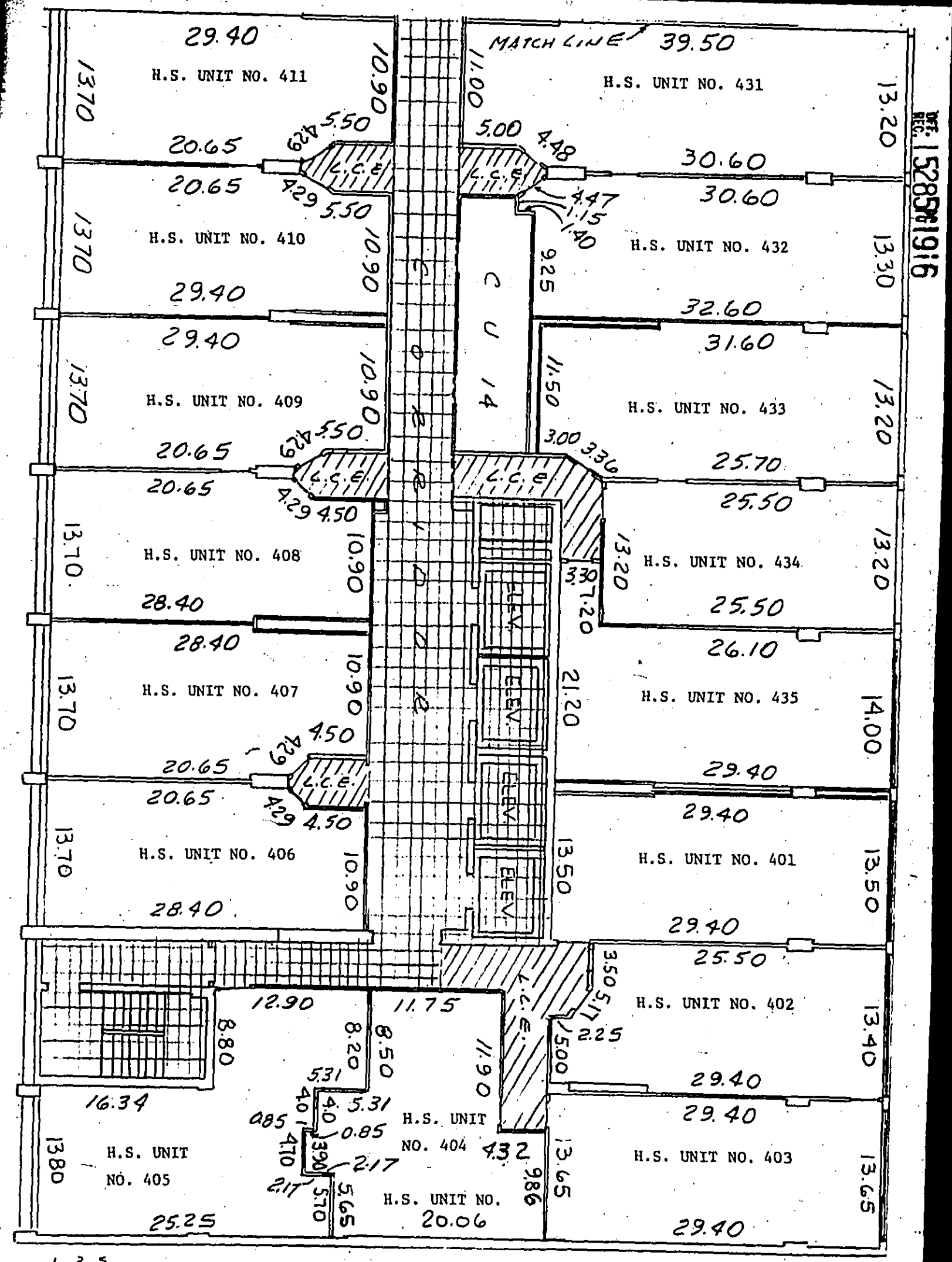
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 11 of 40

COURTHOUSE TOWER
LOCATION
NOV 26 1991
DATE MICROFILMED
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT
Miami-Dade County Public Library System
Documents Department
Condominium Documents
REPRODUCTIONS.

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vrestia Thorton
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1916



Indicates Common Elements

L.C.E. Indicates Limited Common Elements

H.S. Indicates Hotel Suite No.

CASTLE BEACH CLUB, A CONDOMINIUM

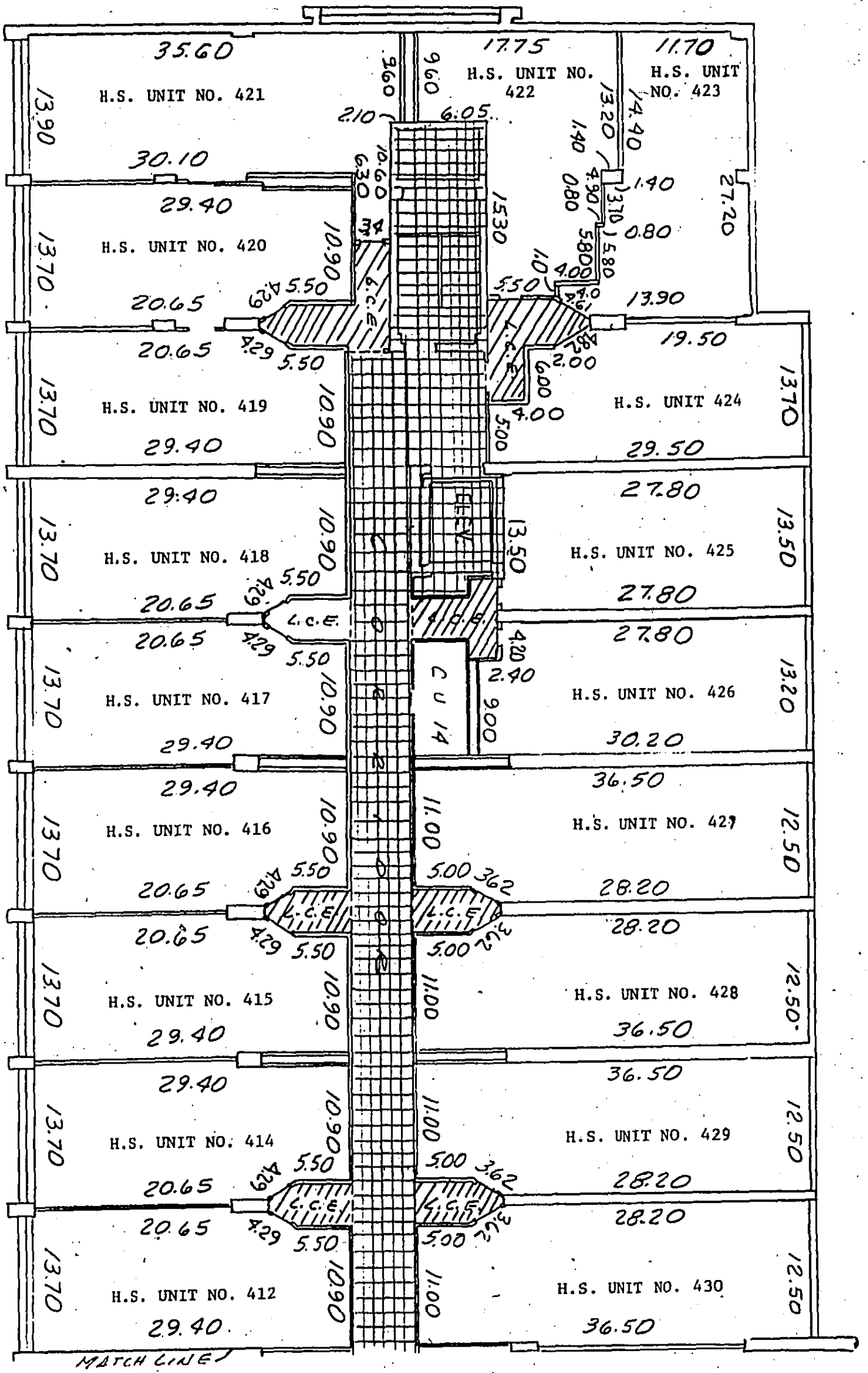
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 19, 1991 Sheet 12 of 40

1000's of Condominium Docum

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1917



Indicates Common Elements

L.C.E. Indicates Limited Common Elements

H.S. Indicates Hotel Suite No.

1 3 5 10 15 20
0 2 4
SCALE IN FEET

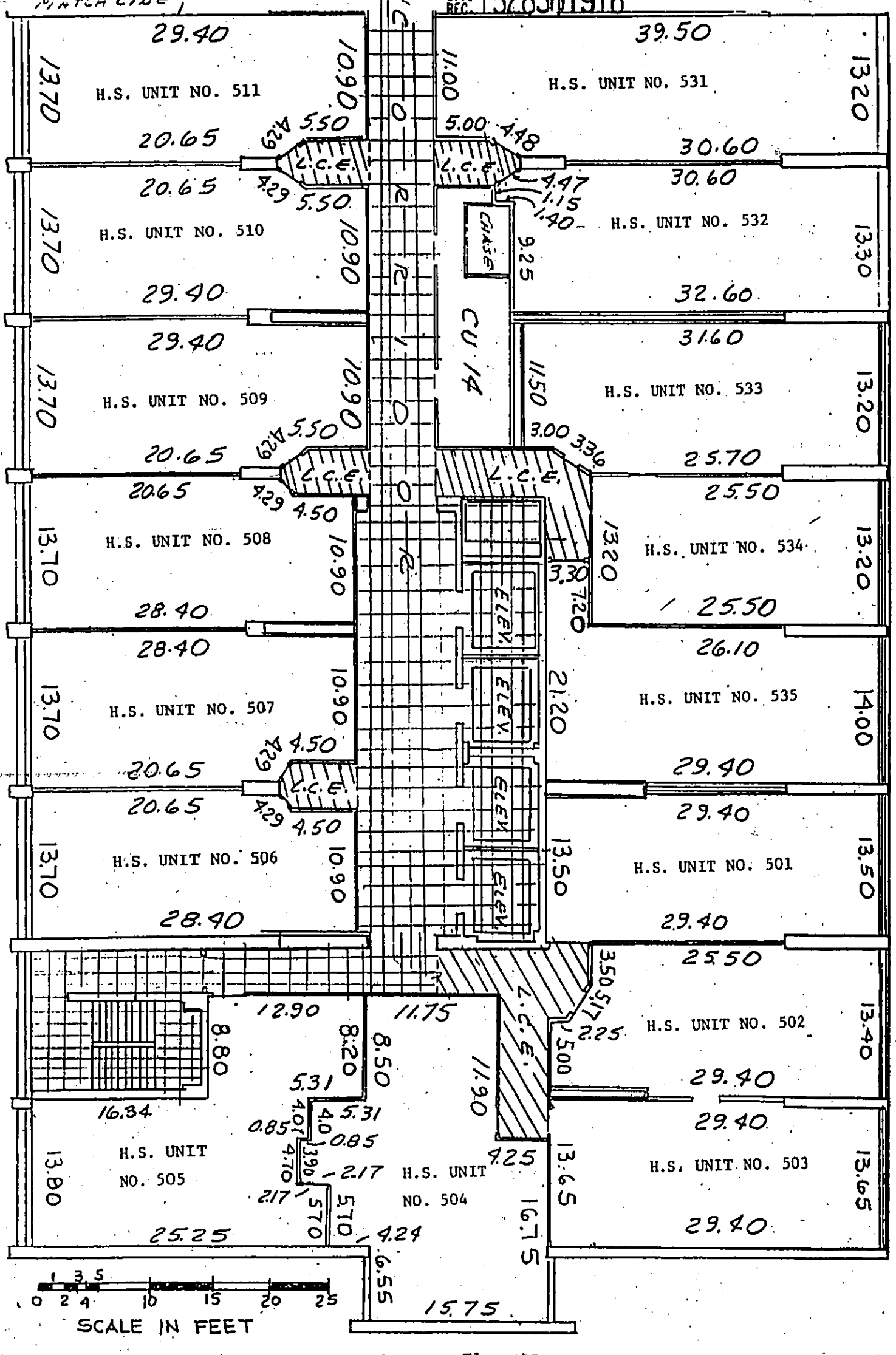
CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1990
Sheet 13 of 40

000's of Condominium Documents in F

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

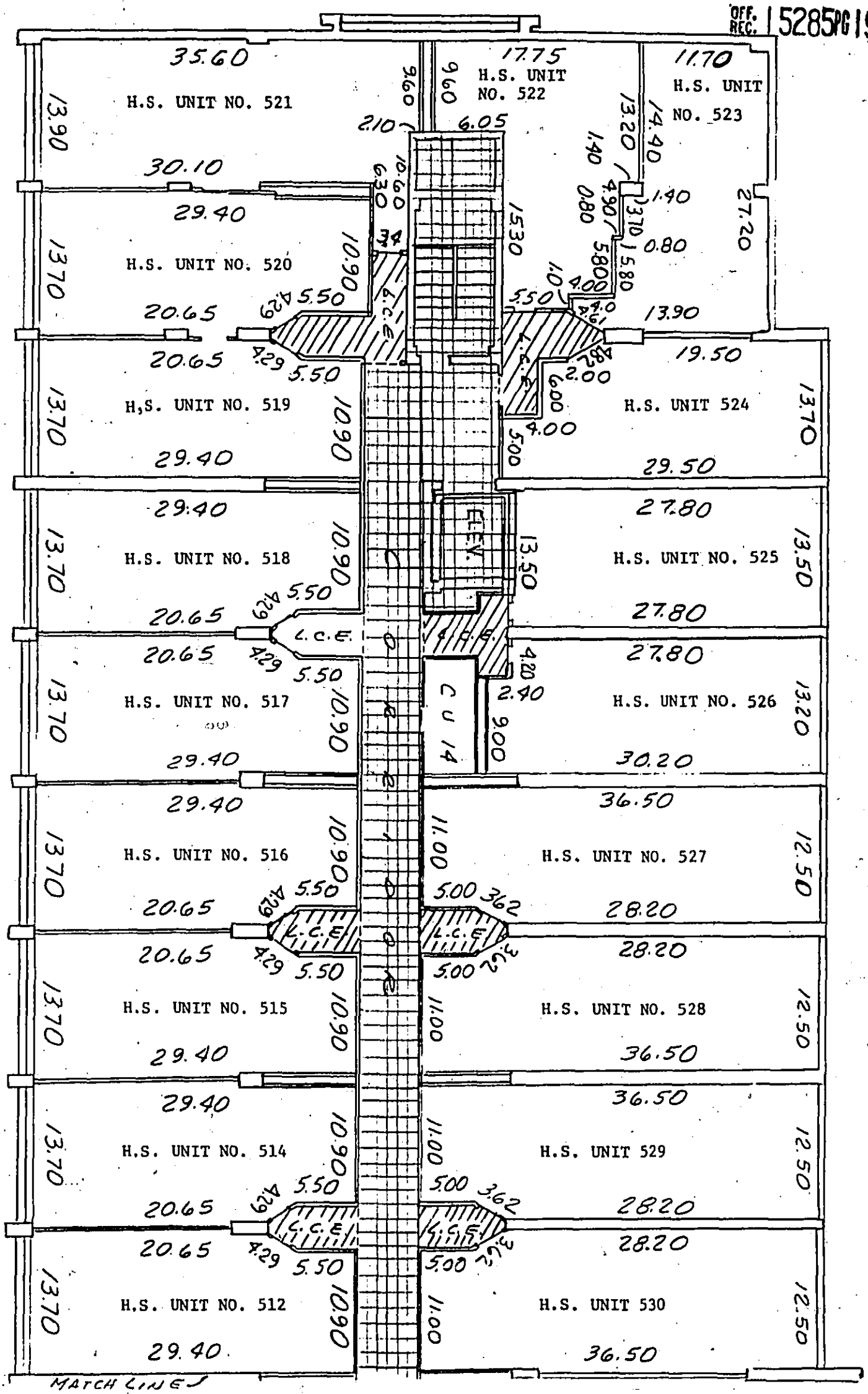
CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 14 of 40

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vreste Starks
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT



Indicates Common Elements

L.C.E. Indicates Limited Common Elements

H.S. Indicates Hotel Suite No.

1 3 5 10 15 20
0 2 4
SCALE IN FEET

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 15 of 40

1000's of Condominium Documents
REPRODUCTIONS:

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1920

MATCH LINE 2

SIXTH FLOOR

H.S. UNIT NO. 611
H.S. UNIT NO. 610
H.S. UNIT NO. 609
H.S. UNIT NO. 608
H.S. UNIT NO. 607
H.S. UNIT NO. 606
H.S. UNIT NO. 605
H.S. UNIT NO. 604
H.S. UNIT NO. 631
H.S. UNIT NO. 632
H.S. UNIT NO. 633
H.S. UNIT NO. 634
H.S. UNIT NO. 635
H.S. UNIT NO. 601
H.S. UNIT NO. 602
H.S. UNIT NO. 603

CU 14
CHASE
ELEV.
ELEV.
ELEV.
L.C.E.

SCALE IN FEET

L.C.E. INDICATES LIMITED COMMON ELEMENT
INDICATES COMMON ELEMENT
H.S. INDICATES HOTEL SUITE NO.

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506

October 11, 1991 Sheet 16 of 40

Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vrestel Starks
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 1921

SIXTH FLOOR

H.S. UNIT NO. 621
H.S. UNIT NO. 622
H.S. UNIT NO. 620
H.S. UNIT NO. 623
H.S. UNIT NO. 619
H.S. UNIT NO. 624
H.S. UNIT NO. 618
H.S. UNIT NO. 625
H.S. UNIT NO. 617
H.S. UNIT NO. 626
H.S. UNIT NO. 616
H.S. UNIT NO. 627
H.S. UNIT NO. 615
H.S. UNIT NO. 628
H.S. UNIT NO. 614
H.S. UNIT NO. 629
H.S. UNIT NO. 612
H.S. UNIT NO. 630

ELEV.
C O R R I D O R
C U 14
L.C.E.
BALCONY
MATCH LINE

L.C.E. Indicates Limited Common Element

Indicates Common Element

H.S. Indicates Hotel Suite Unit No.

SCALE IN FEET

CASTLE BEACH CLUB, A CONDOMINIUM

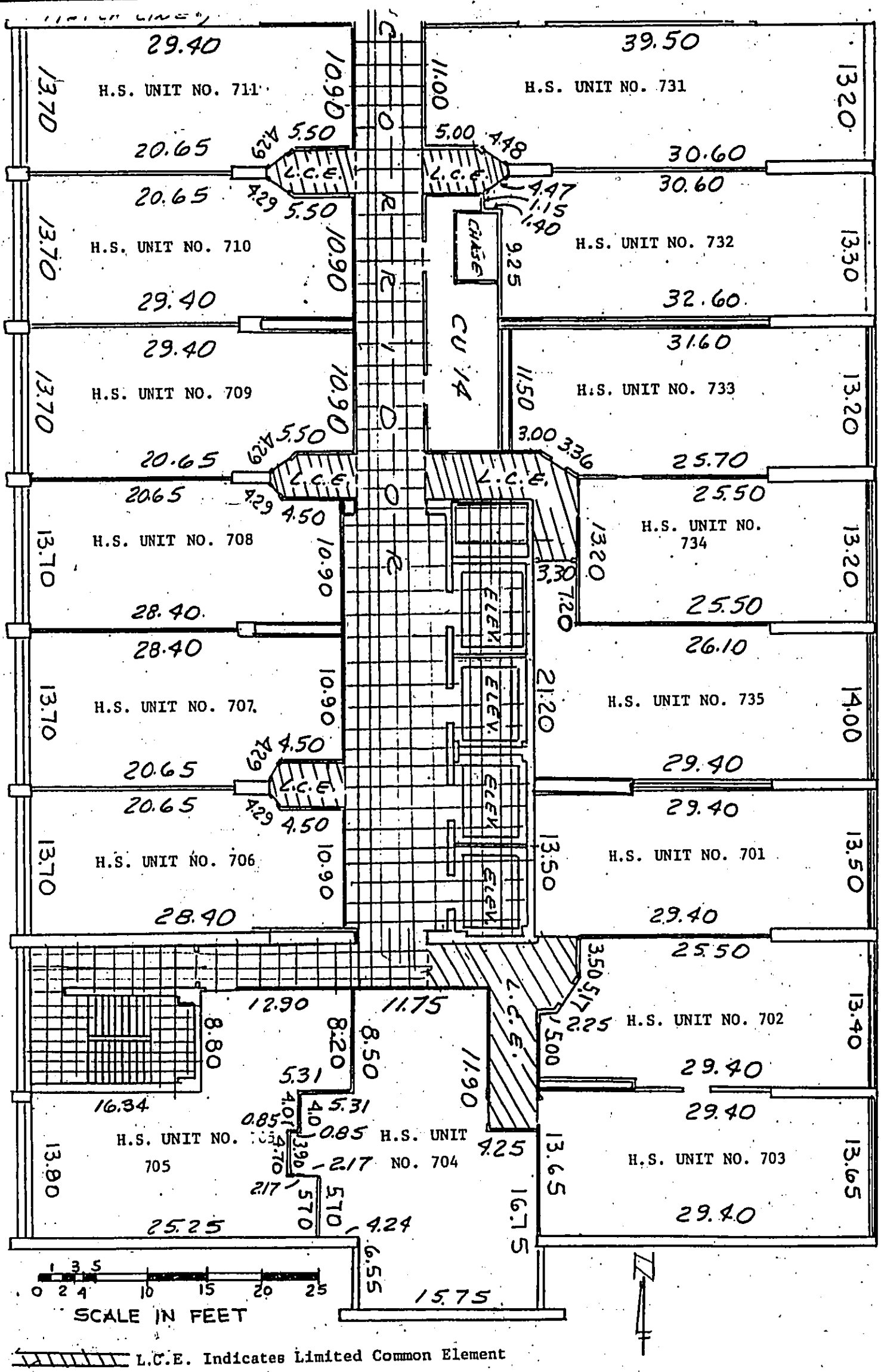
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 11, 1991 Sheet 17 of 40

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1922



L.C.E. Indicates Limited Common Element

Indicates Common Element

H.S. Indicates Hotel Suite No.

CASTLE BEACH CLUB, A CONDOMINIUM

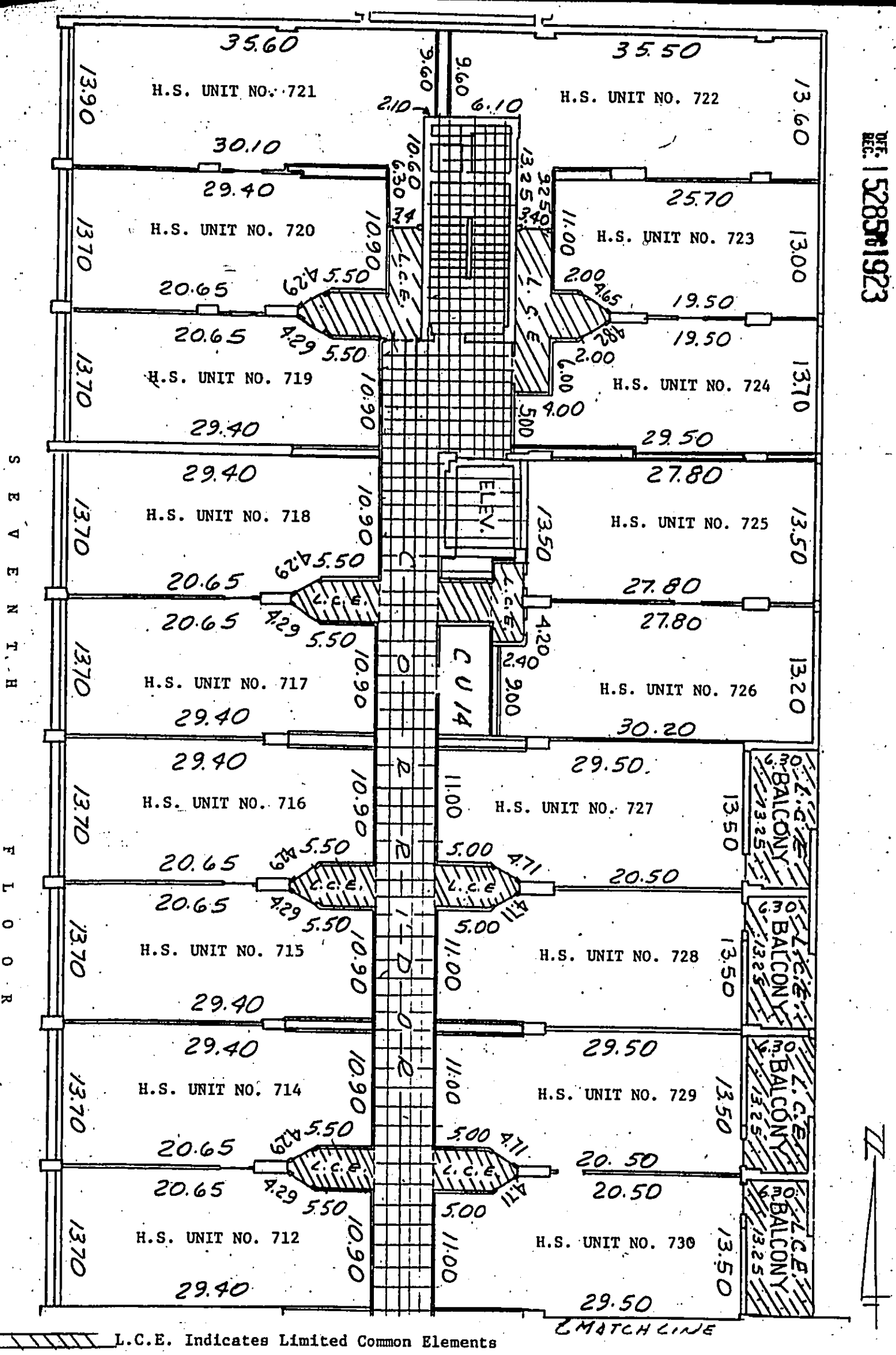
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 18 of 40

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 1923



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

0 2 4 10 15 20 25
1 3 5
SCALE IN FEET

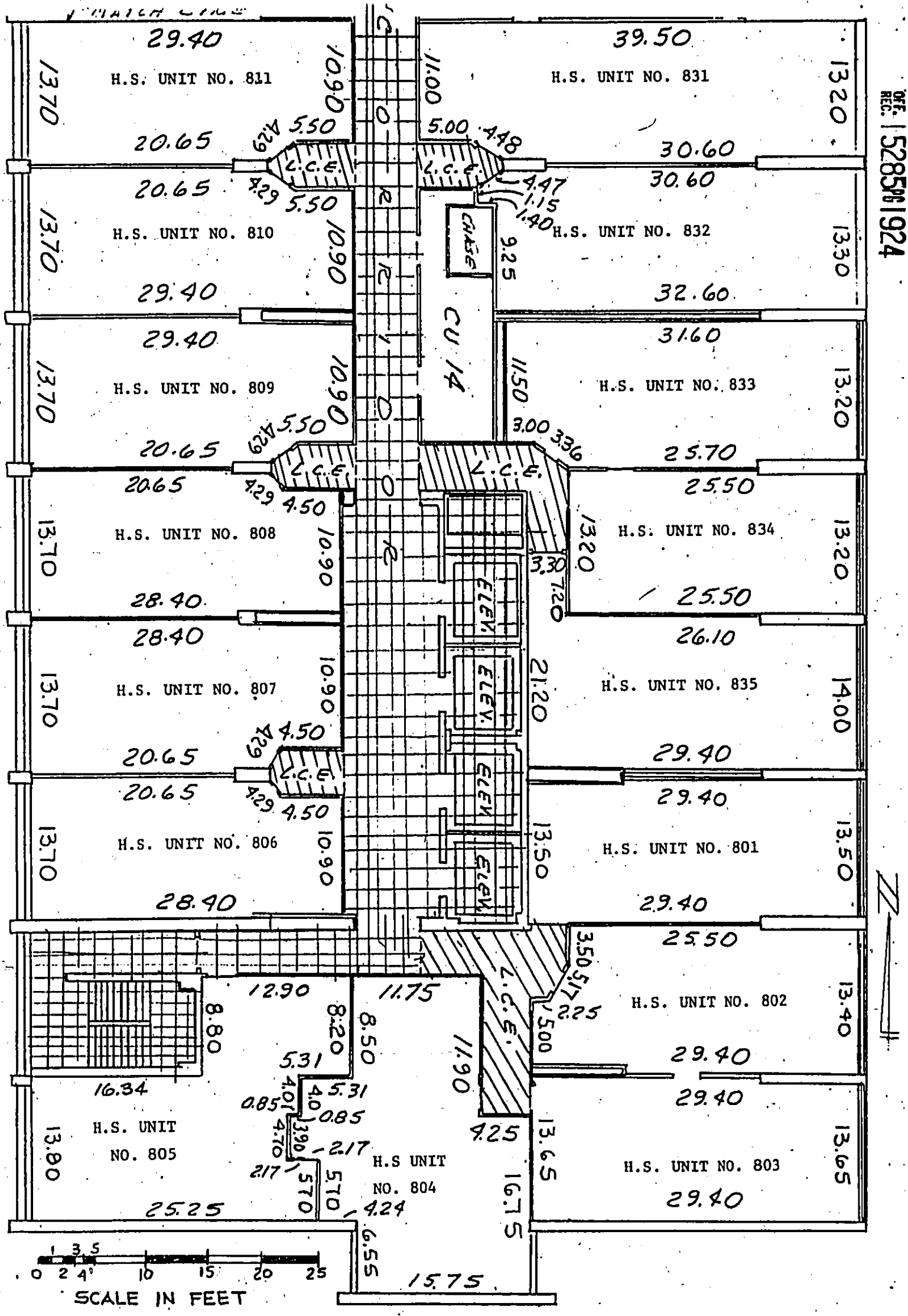
CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 - Sheet 19 of 40

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1924



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

CASTLE BEACH CLUB, A CONDOMINIUM

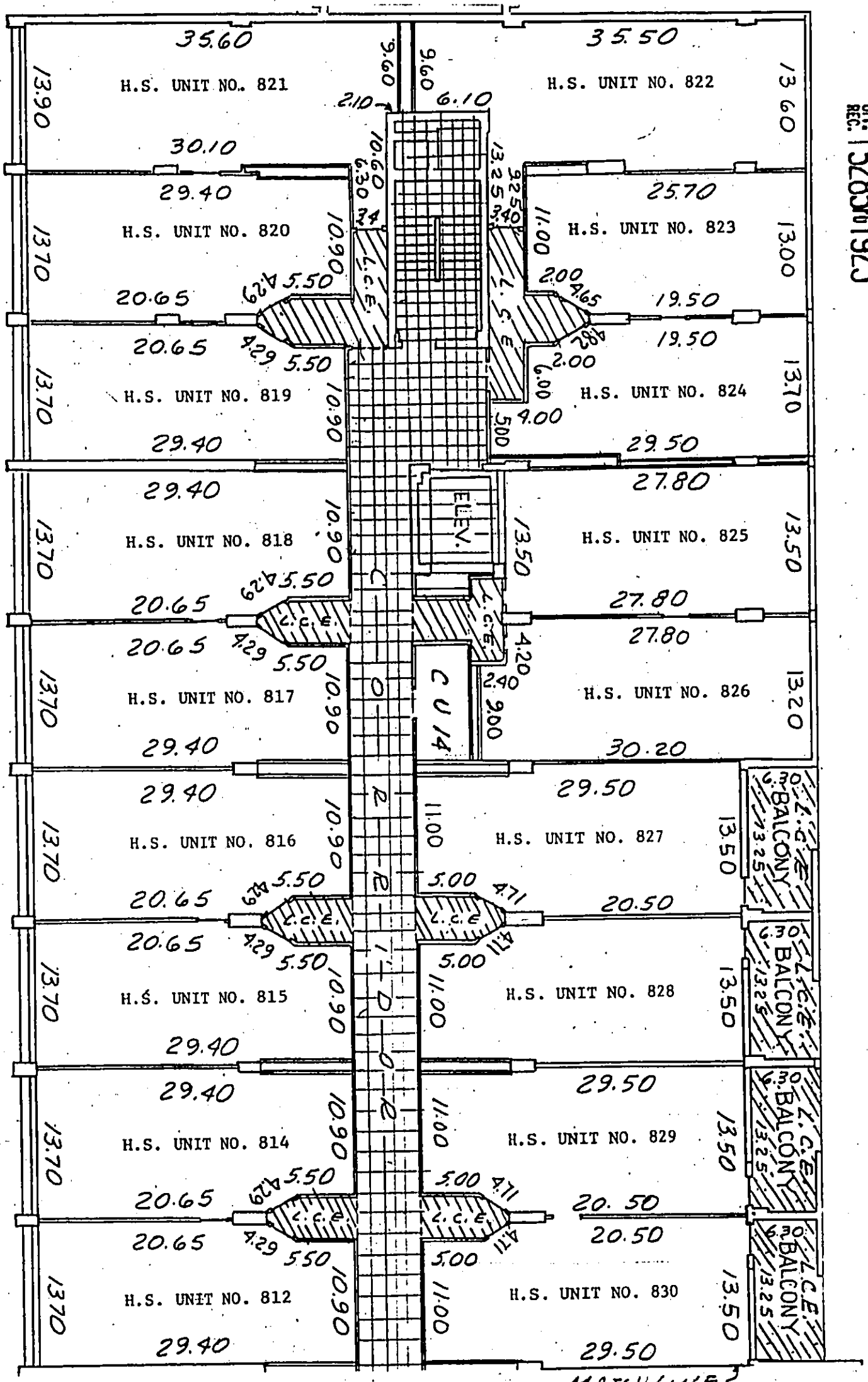
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 20 of 40

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 1925



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

0 2 4 10 15 20 25
SCALE IN FEET

CASTLE BEACH CLUB, A CONDOMINIUM

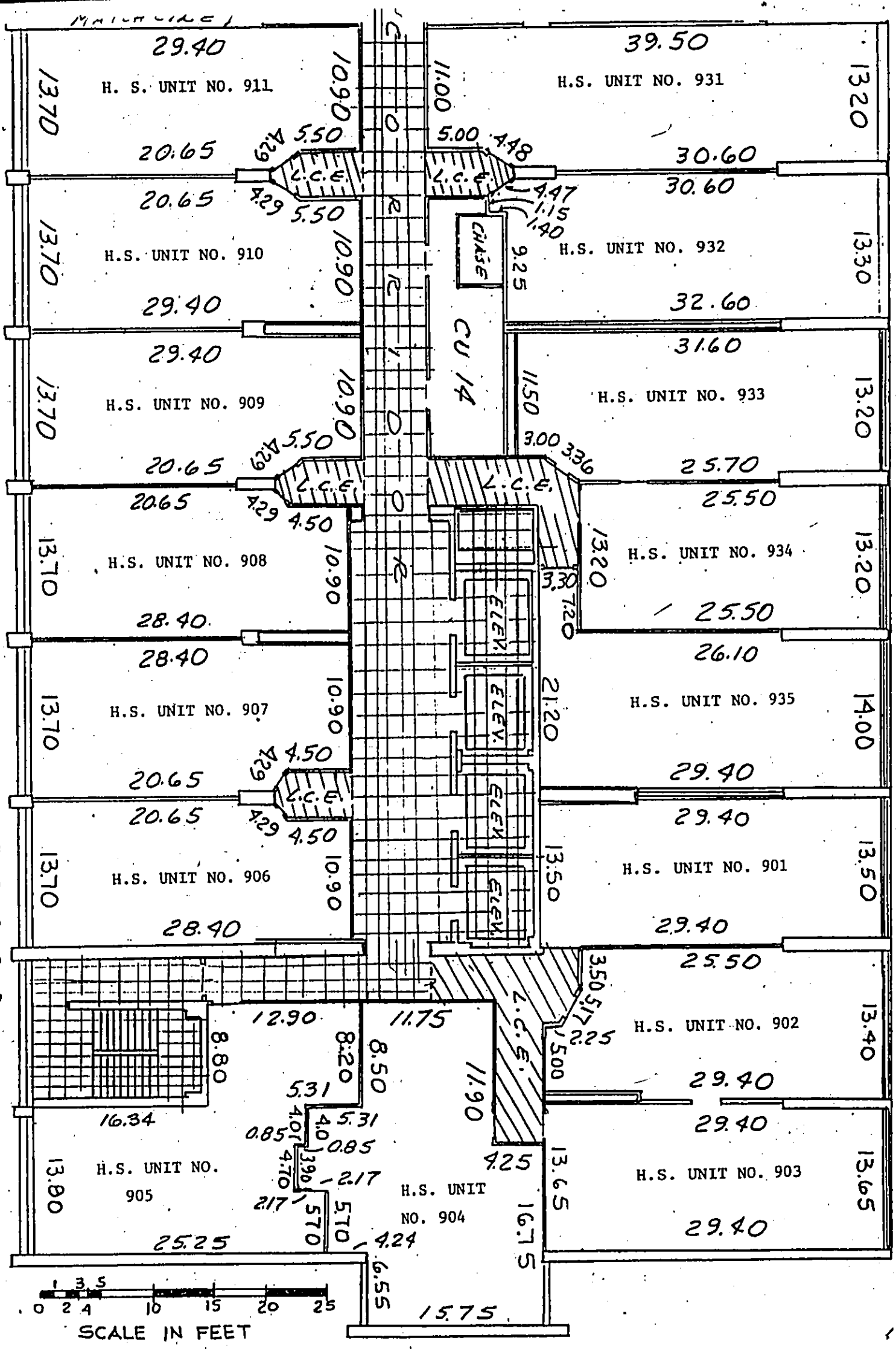
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 21 of 40

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1926



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

CASTLE BEACH CLUB, A CONDOMINIUM

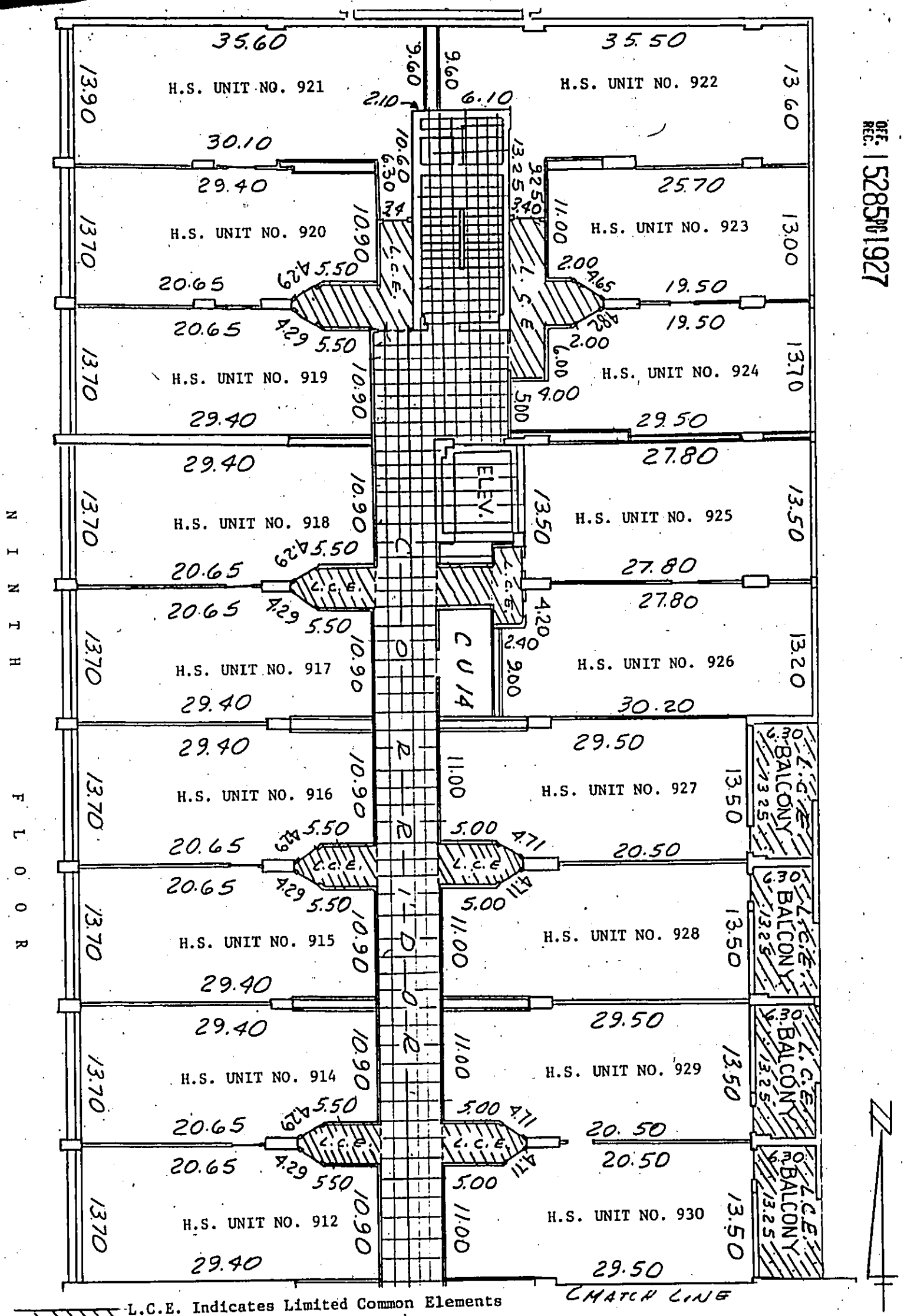
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991

REPRODUCTIONS:

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 01927



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

SCALE IN FEET

CASTLE BEACH CLUB, A CONDOMINIUM

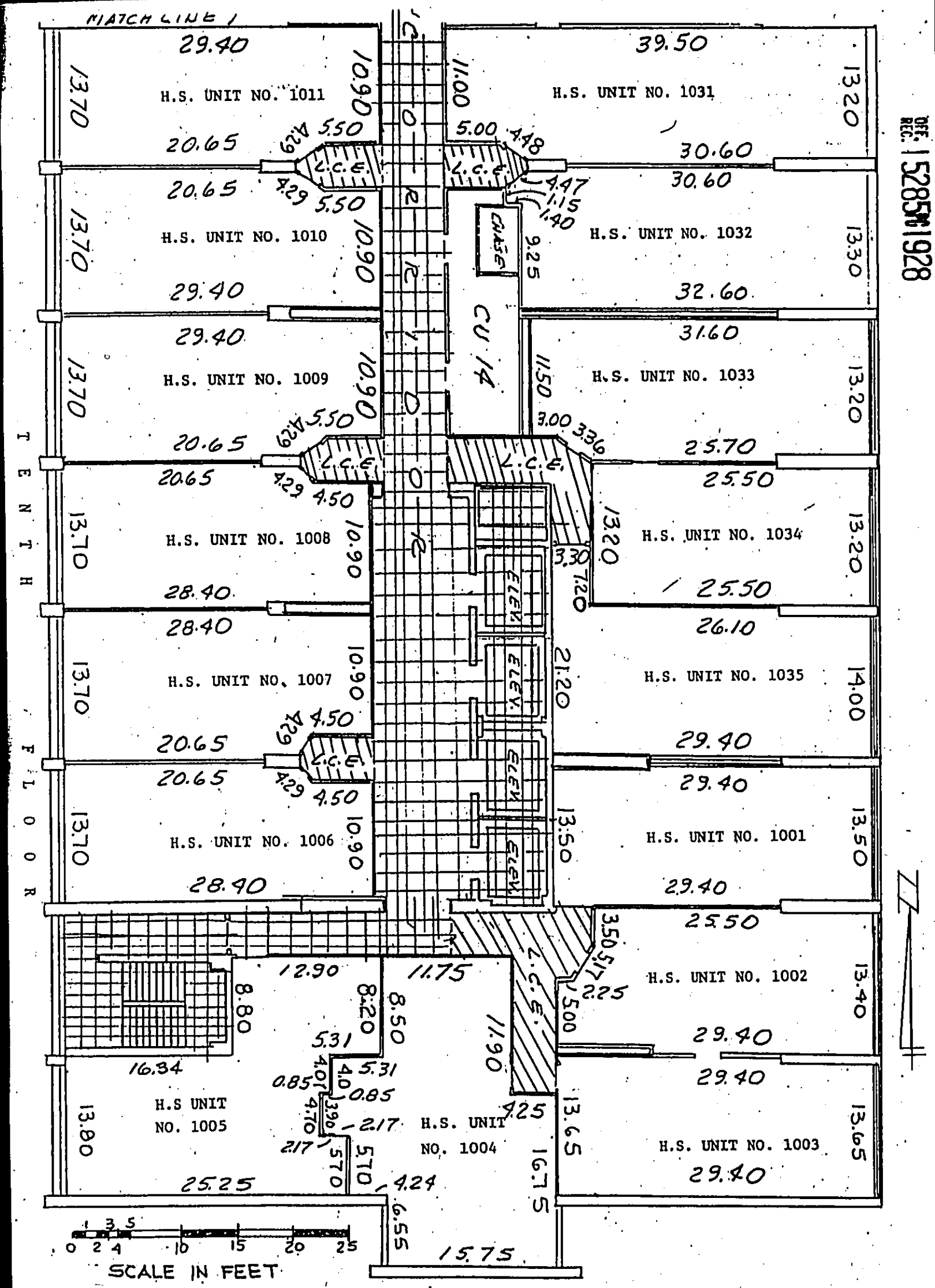
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 .... Sheet 23 of 40

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 1928



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

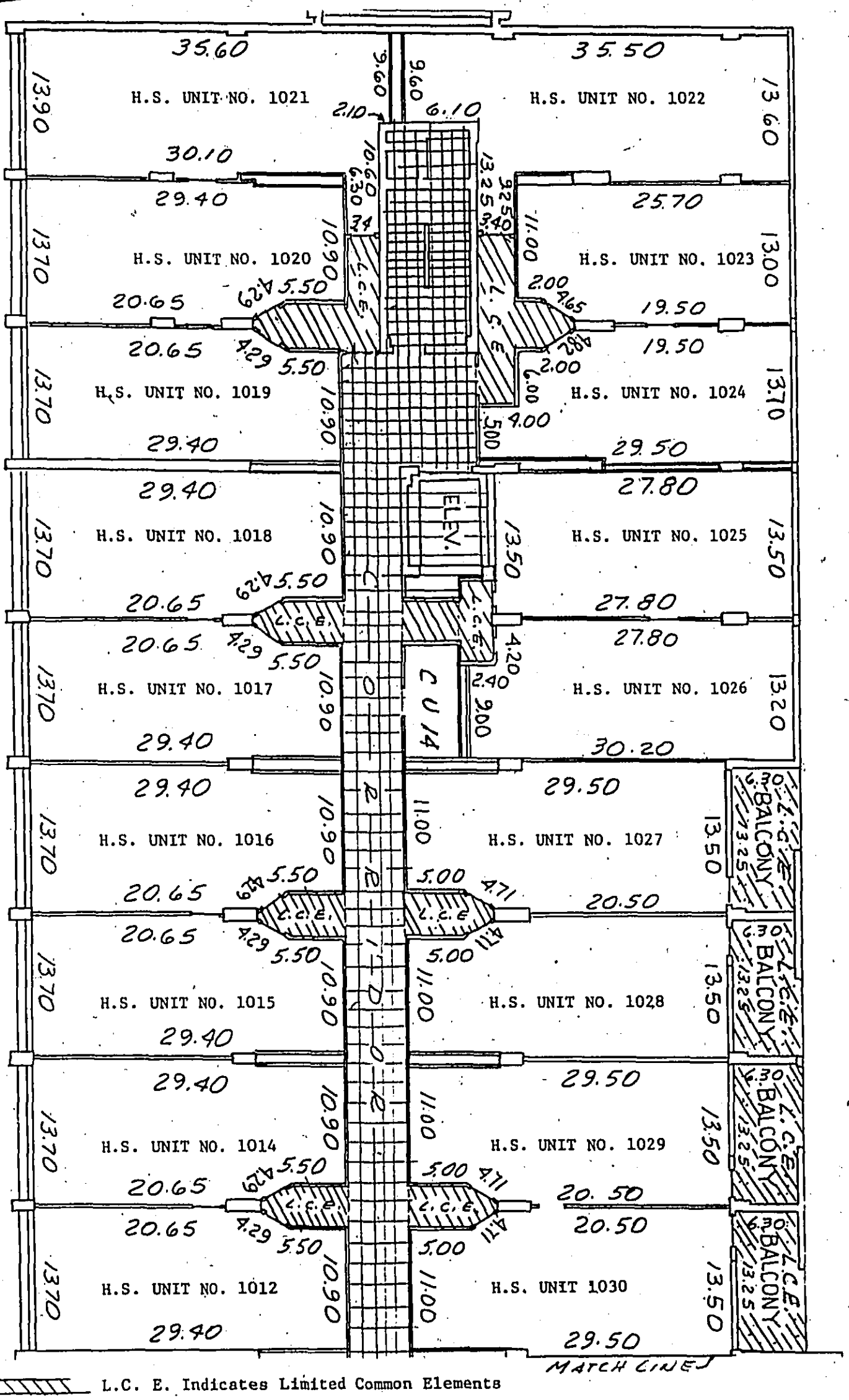
October 15, 1991 Sheet 24 of 40

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vrestel Starks
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1929

TENTH FLOOR



L.C. E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

0 2 4 10 15 20 25
SCALE IN FEET

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 25 of 40

1 - 1000's of Condominium Documen
REPRODUCTIONS.

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 1930

ELEVENTH FLOOR

H.S. UNIT NO. 1111
H.S. UNIT NO. 1110
H.S. UNIT NO. 1109
H.S. UNIT NO. 1108
H.S. UNIT NO. 1107
H.S. UNIT NO. 1106
H.S. UNIT NO. 1105
H.S. UNIT NO. 1104
H.S. UNIT NO. 1131
H.S. UNIT NO. 1132
H.S. UNIT NO. 1133
H.S. UNIT NO. 1134
H.S. UNIT NO. 1135
H.S. UNIT NO. 1101
H.S. UNIT NO. 1102
H.S. UNIT NO. 1103

CHASE
CU 14
ELEV.
ELEV.
ELEV.
L.C.E.

SCALE IN FEET

L.C.E. Indicates Limited Common Elements
Indicates Common Elements
H.S. Indicates Hotel Suite No.

CASTLE BEACH CLUB, A CONDOMINIUM

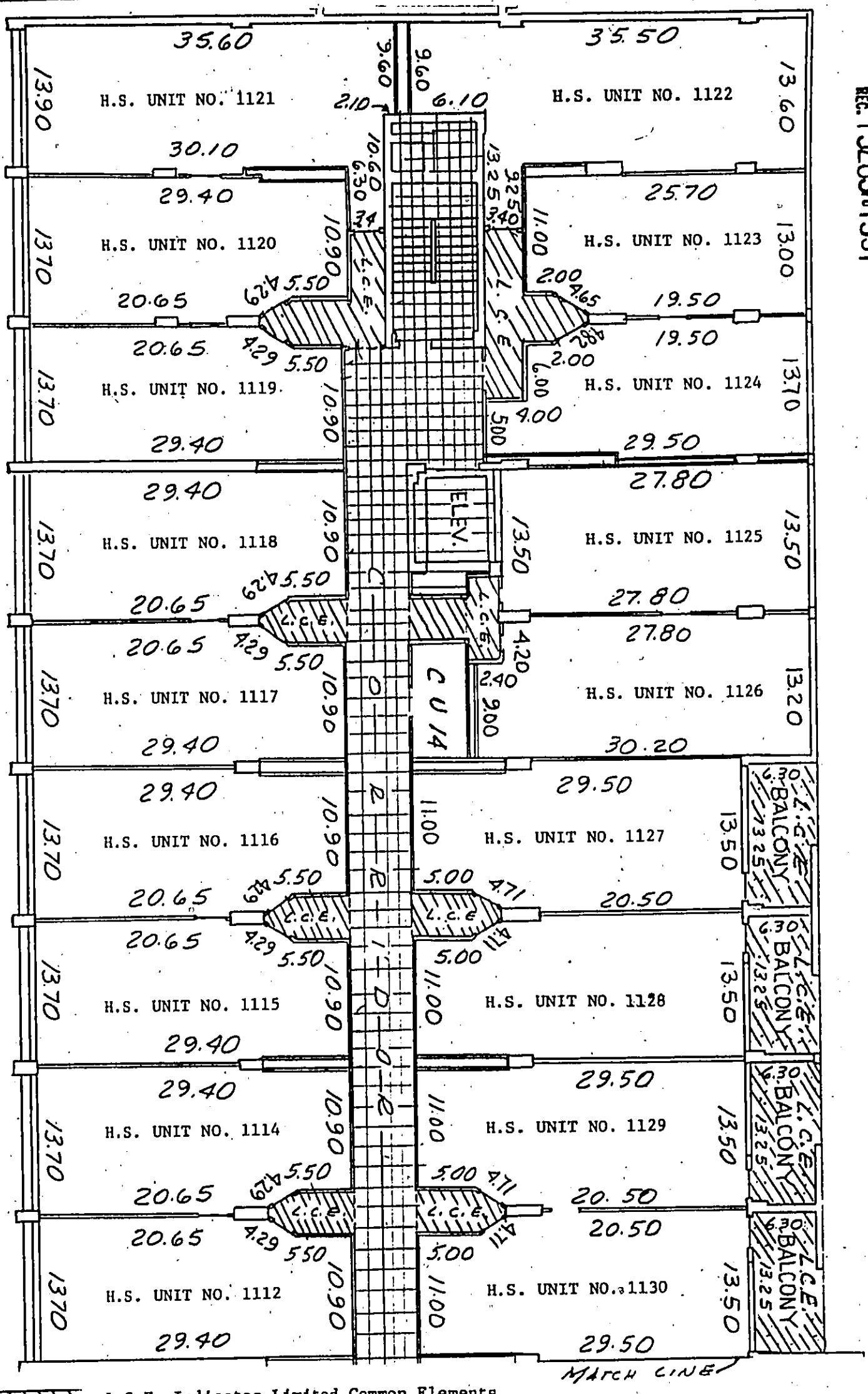
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 26 of 40

REPRODUCTIONS.

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 1931



FIFTH FLOOR

L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

0 2 4 10 15 20 25
SCALE IN FEET

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

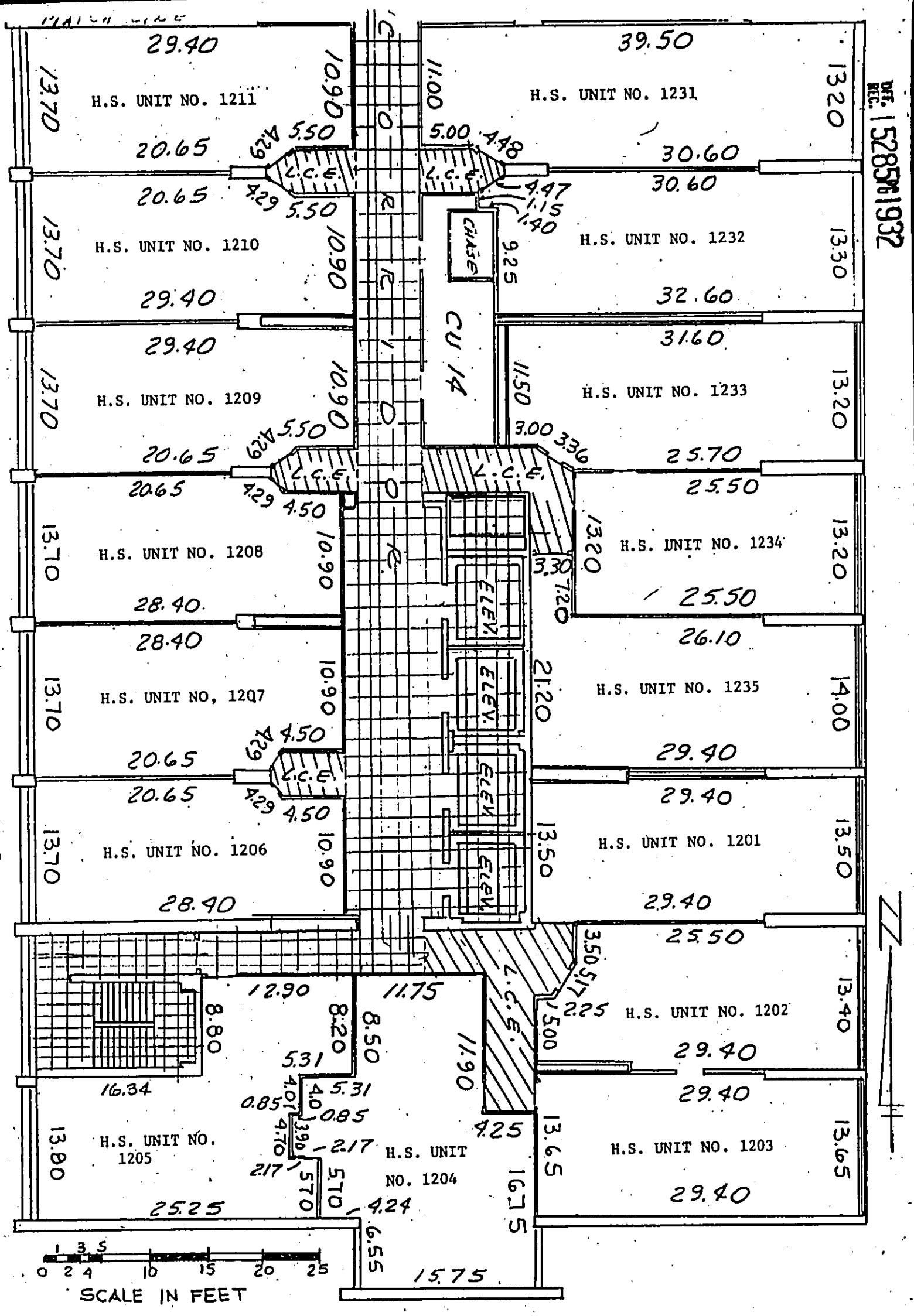
October 15, 1991 Sheet 27 of 40

1000's of Condominium Documents

REPRODUCTIONS.

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1932



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

CASTLE BEACH CLUB, A CONDOMINIUM

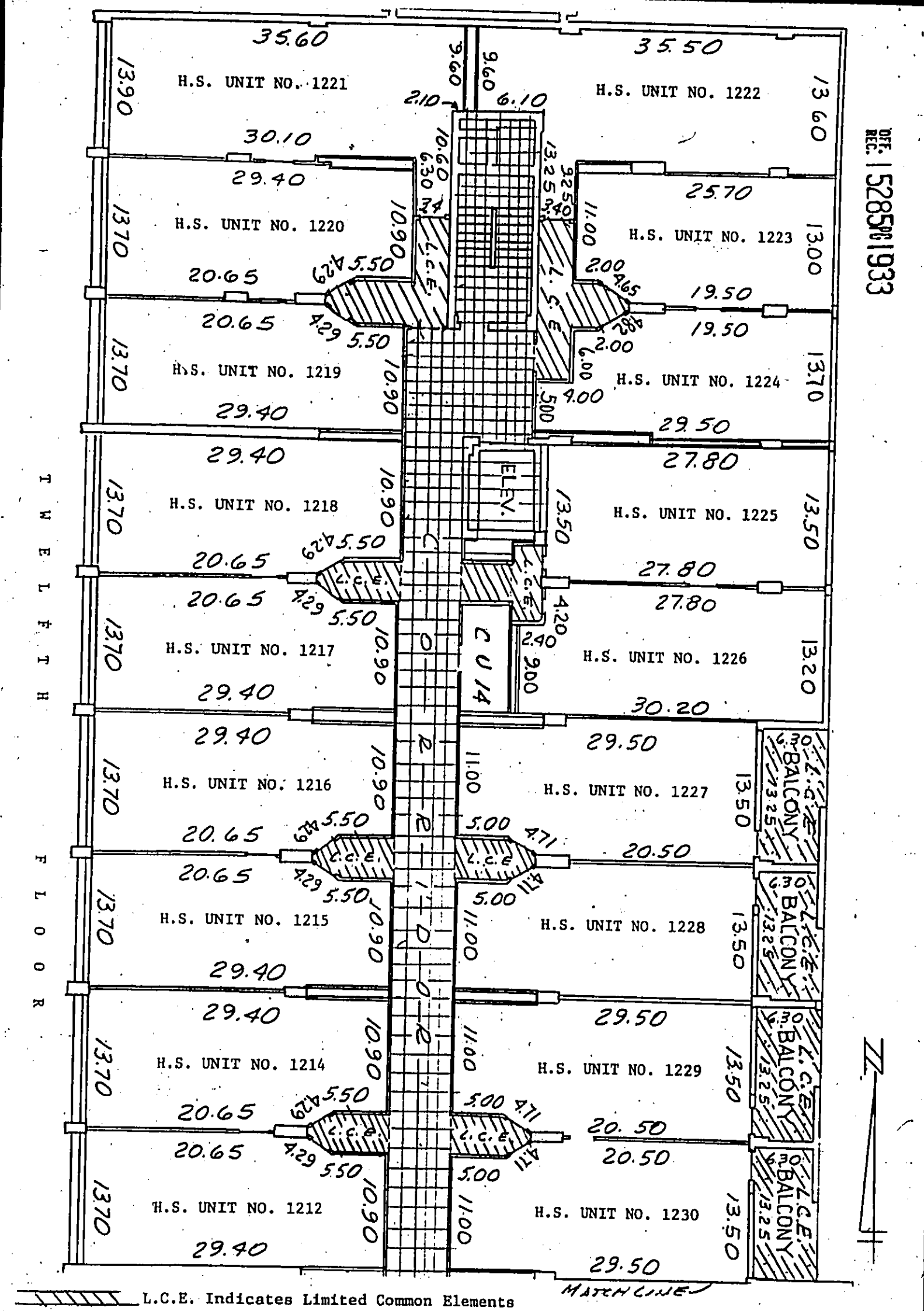
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 28 of 40

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vreste Thanks
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1933



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

0 2 4 10 15 20 25
1 3 5
SCALE IN FEET

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 1934

FOURTEENTH FLOOR

H.S. UNIY NO. 1411
H.S. UNIT NO. 1410
H.S. UNIT NO. 1409
H.S. UNIT NO. 1408
H.S. UNIT NO. 1407
H.S. UNIT NO. 1406
H.S. UNIT NO. 1405
H.S. UNIT NO. 1404
H.S. UNIT NO. 1431
H.S. UNIT NO. 1432
H.S. UNIT NO. 1433
H.S. UNIT NO. 1434
H.S. UNIT NO. 1435
H.S. UNIT NO. 1401
H.S. UNIT NO. 1402
H.S. UNIT NO. 1403
CU 14
CHASE
ELEV.
ELEV.
ELEV.
L.C.E.
L.C.E.
L.C.E.
L.C.E.
L.C.E.
L.C.E.

SCALE IN FEET

L.C.E. Indicates Limited Common Elements
Indicates Common Elements
Indicates Hotel Suite No.

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 30 of 40

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1935

FOURTEENTH FLOOR

H.S. UNIT NO. 1421
H.S. UNIT NO. 1422
H.S. UNIT NO. 1420
H.S. UNIT NO. 1423
H.S. UNIT NO. 1419
H.S. UNIT NO. 1424
H.S. UNIT NO. 1418
H.S. UNIT NO. 1425
H.S. UNIT NO. 1417
H.S. UNIT NO. 1426
H.S. UNIT NO. 1416
H.S. UNIT NO. 1427
H.S. UNIT NO. 1415
H.S. UNIT NO. 1428
H.S. UNIT NO. 1414
H.S. UNIT NO. 1429
H.S. UNIT NO. 1412
H.S. UNIT NO. 1430

ELEV.
C O R R I D O R
L.C.E.
BALCONY
MARCH LINE

L.C.E. Indicates Limited Common Elements
Indicates Common Elements
H.S. Indicates Hotel Suite No.

SCALE IN FEET

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 31 of 40

Clerk of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 1936

H.S. UNIT NO. 1511
H.S. UNIT NO. 1510
H.S. UNIT NO. 1509
H.S. UNIT NO. 1508
H.S. UNIT NO. 1507
H.S. UNIT NO. 1506
H.S. UNIT NO. 1505
H.S. UNIT NO. 1504
H.S. UNIT NO. 1503
H.S. UNIT NO. 1502
H.S. UNIT NO. 1501
H.S. UNIT NO. 1531
H.S. UNIT NO. 1532
H.S. UNIT NO. 1533
H.S. UNIT NO. 1534
H.S. UNIT NO. 1535

CU 14
CHASE
ELEV.
ELEV.
ELEV.
L.C.E.
L.C.E.
L.C.E.
L.C.E.
L.C.E.
L.C.E.
L.C.E.
L.C.E.
L.C.E.

HINEELIFI FLO OR

SCALE IN FEET

L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

CASTLE BEACH CLUB, A CONDOMINIUM

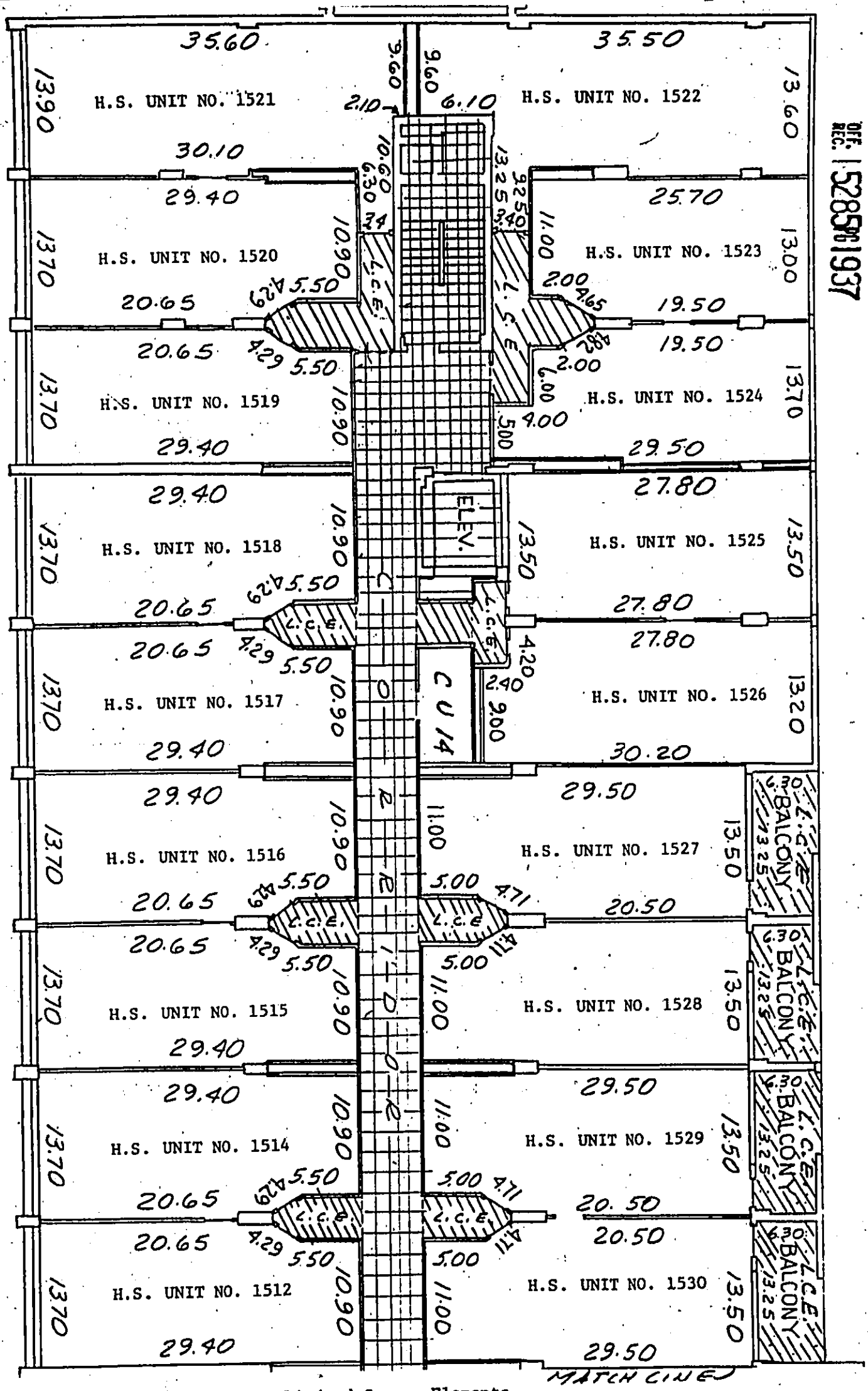
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991

Sheet 32 of 40

Clerk's Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

0 2 4 10 15 20 25
1 3 5
SCALE IN FEET

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 33 of 40

Clerk of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vrete Whitaker
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 1938

SIXTEENTH FLOOR

H.S. UNIT NO. 1611
H.S. UNIT NO. 1610
H.S. UNIT NO. 1609
H.S. UNIT NO. 1608
H.S. UNIT NO. 1607
H.S. UNIT NO. 1606
H.S. UNIT NO. 1631
H.S. UNIT NO. 1632
H.S. UNIT NO. 1633
H.S. UNIT NO. 1634
H.S. UNIT NO. 1635
H.S. UNIT NO. 1601
H.S. UNIT NO. 1602
H.S. UNIT NO. 1603
H.S. UNIT NO. 1604
H.S. UNIT NO. 1605
CU 14
CHASE
ELEV.
ELEV.
L.C.E.
L.C.E.
L.C.E.
L.C.E.
L.C.E.
L.C.E.

SCALE IN FEET

L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

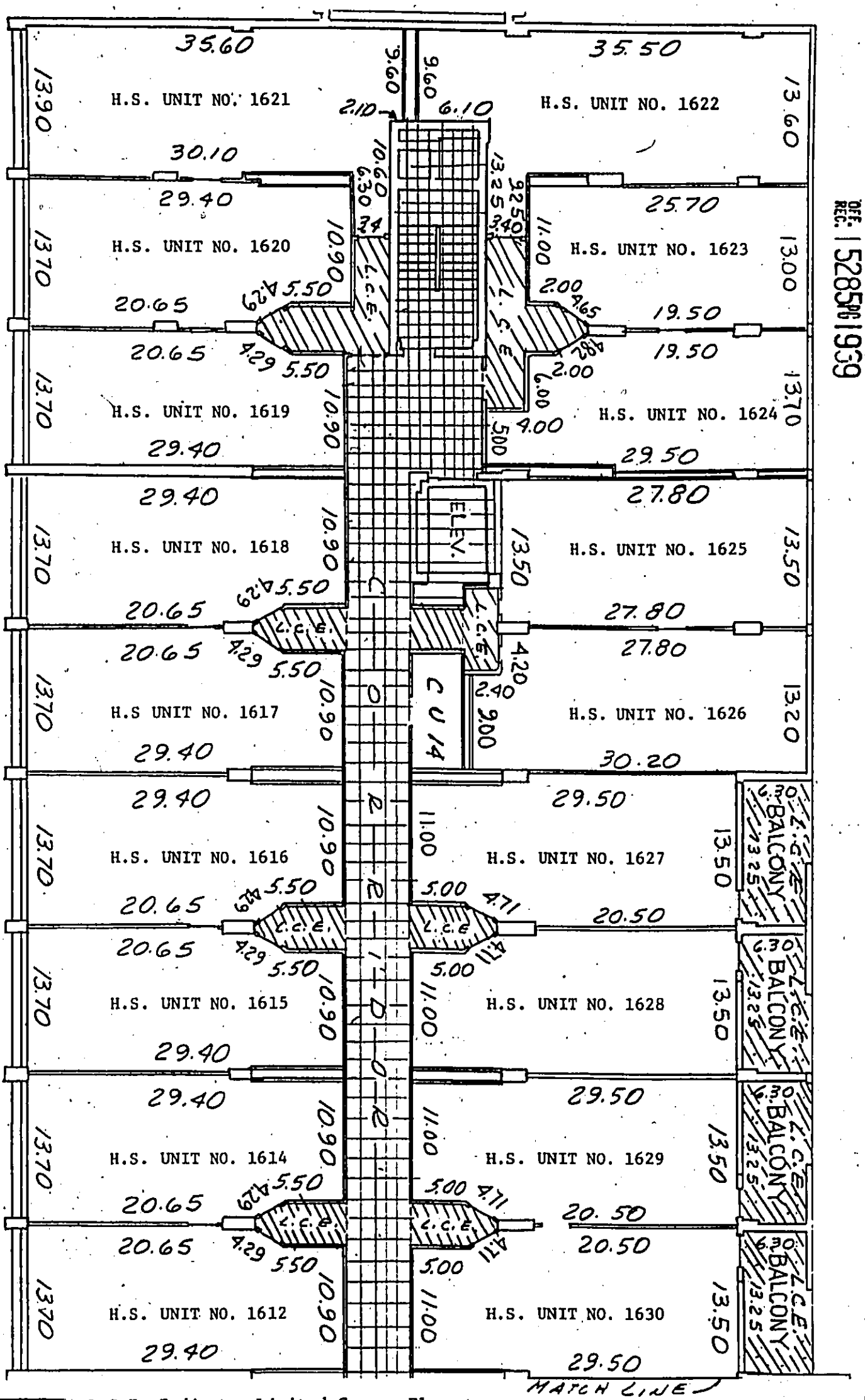
October 15, 1991 Sheet 34 of 40

Florida Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1939

SIXTEENTH FLOOR



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

0 2 4 10 15 20 25
SCALE IN FEET

CASTLE BEACH CLUB, A CONDOMINIUM

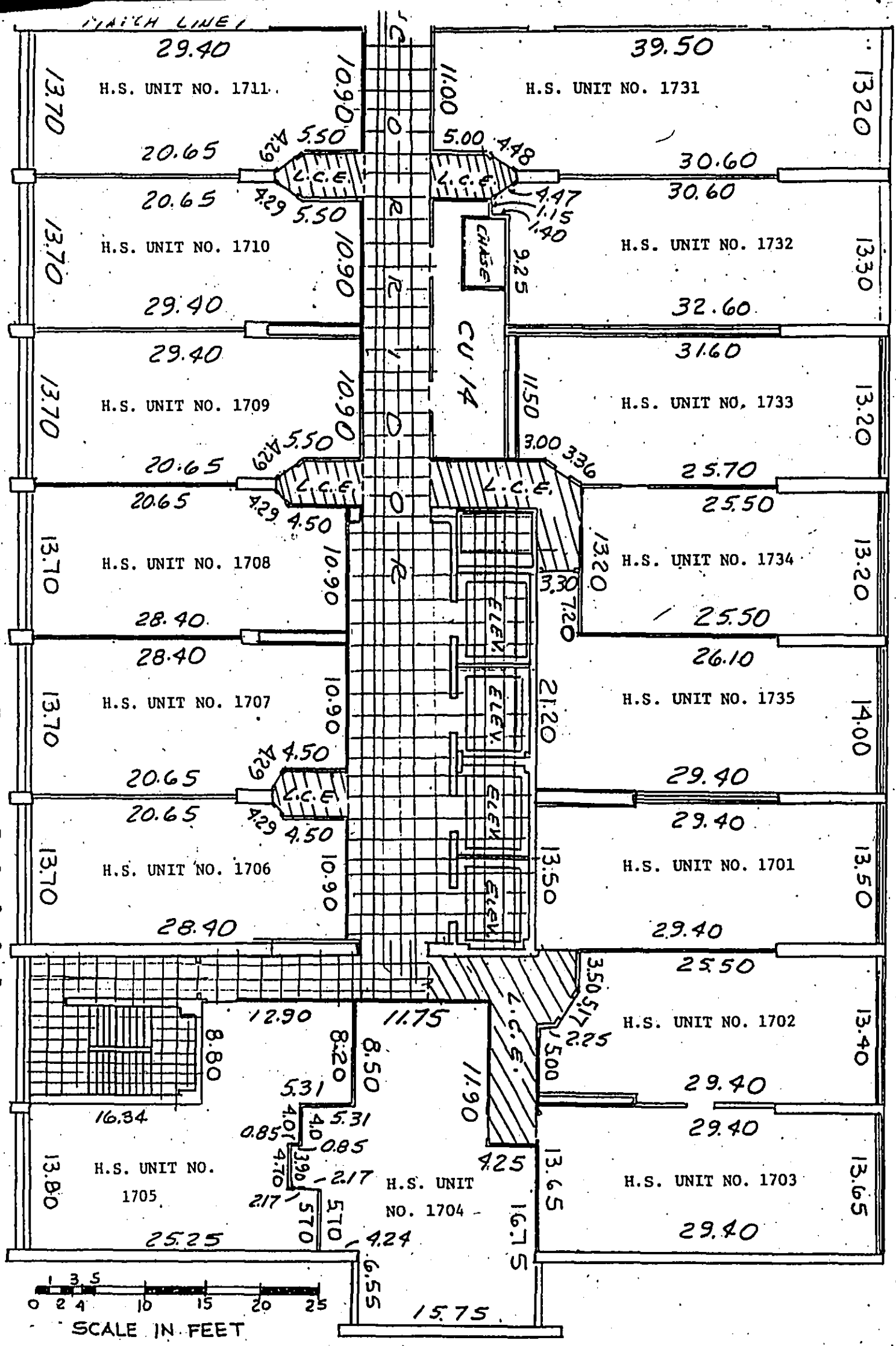
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vicki Starks
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285PG1940



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

CASTLE BEACH CLUB, A CONDOMINIUM

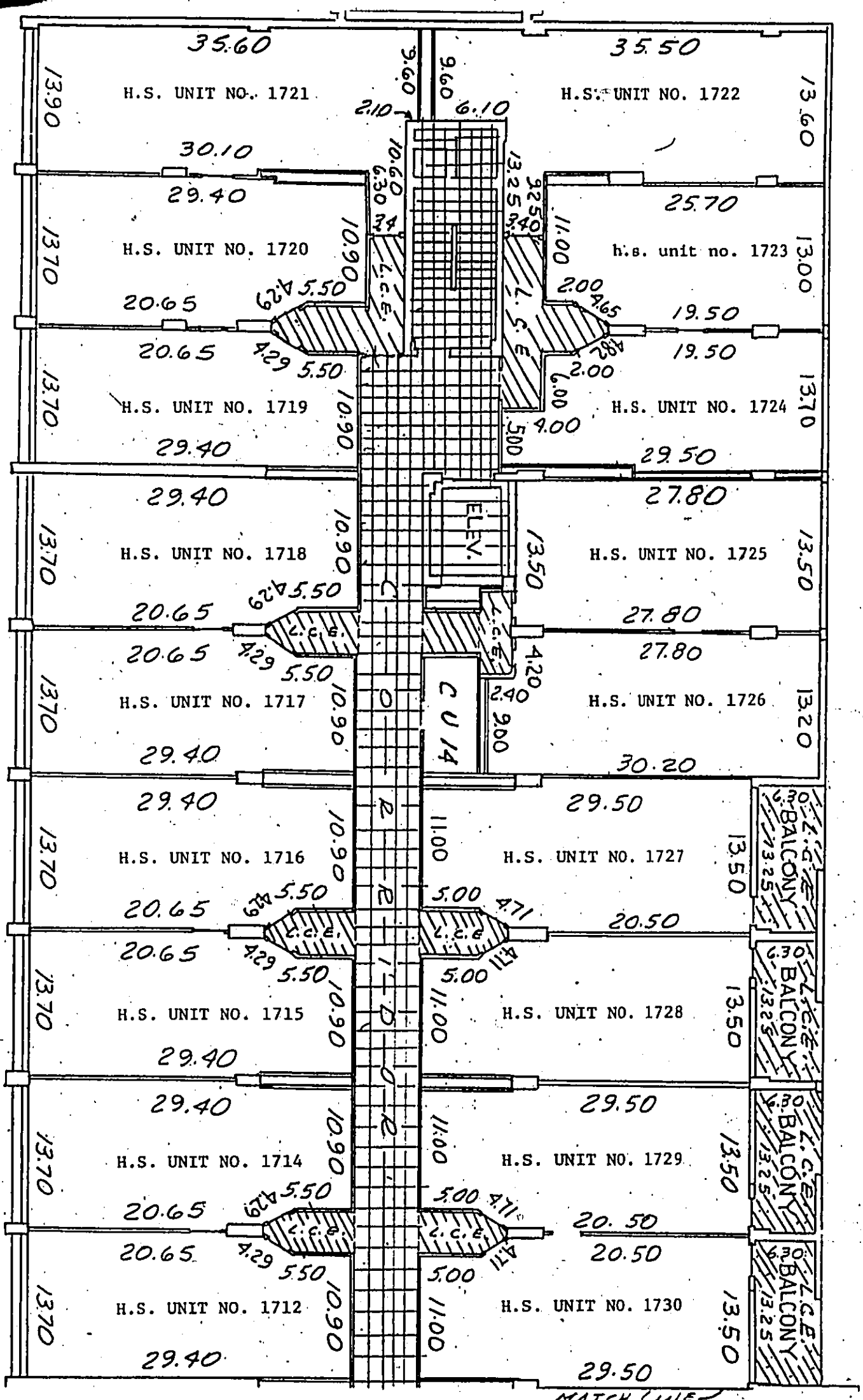
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 36 of 40

1,000's of Condominium Documents
REPRODUCTIONS:

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1941



L.C.E. Indicates Limited Common Elements

Indicates Common Elements

H.S. Indicates Hotel Suite No.

1 3 5
0 2 4 10 15 20 25
SCALE IN FEET

CASTLE BEACH CLUB, A CONDOMINIUM

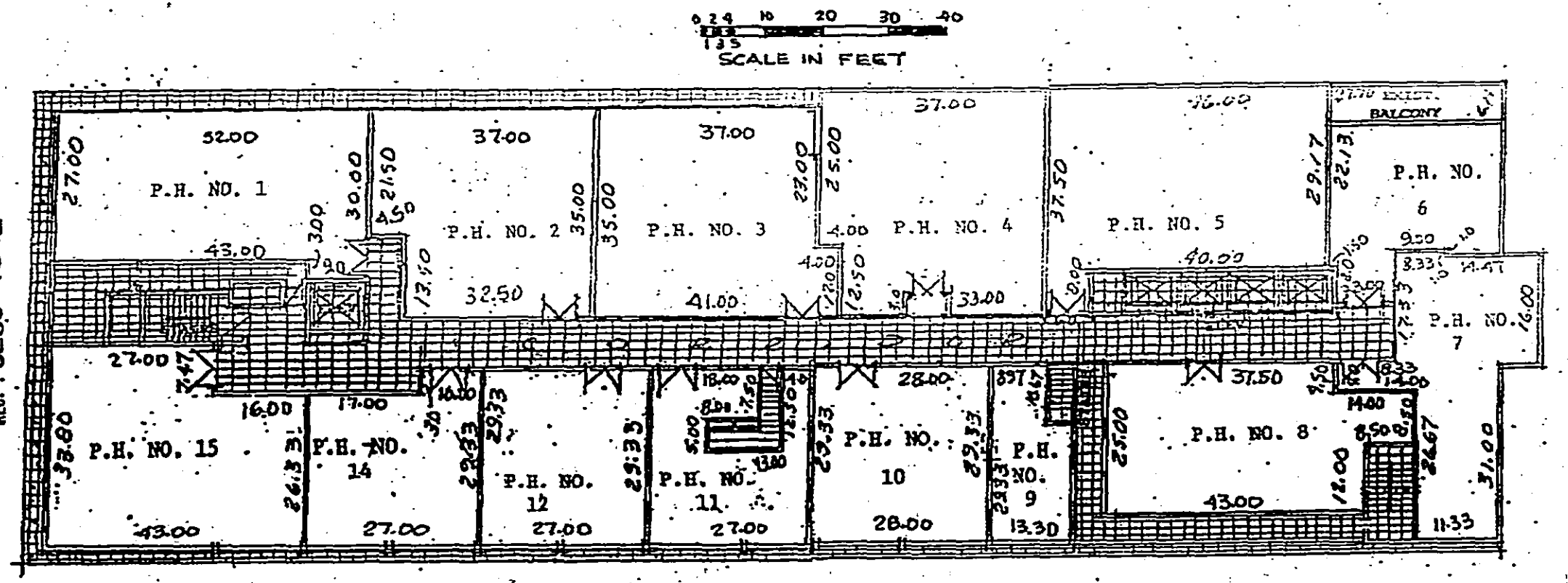
Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 37 of 40

1000's of Condominium Documents

EXTERIOR WALLS OF P.H. UNIT NO. 1 AND P.H. UNIT NO. 15 TO BE CONSTRUCTED
THE INTERIOR WALLS OF P.H. UNITS 2 THRU 12 INCLUSIVE AND P.H. UNIT NO. 14 TO BE CONSTRUCTED

INDICATES COMMON ELEMENTS



PENTHOUSE FLOOR

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

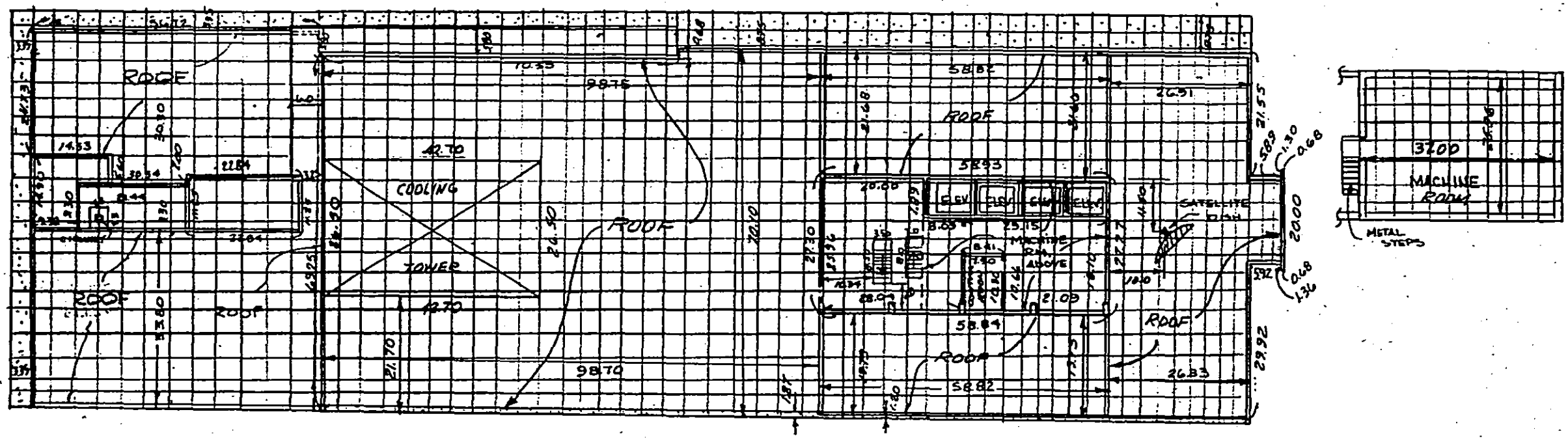
October 15, 1991 Sheet 38 of 40

October 17, 1991

COURTHOUSE TOWER
LOCATION
Nov 24 1991
DATE MICROFILMED
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT
OFF. REC. 15285 PG 1942

INDICATES COMMON ELEMENTS

0 2 4 10 20 30 40
SCALE IN FEET



R O O F P L A N

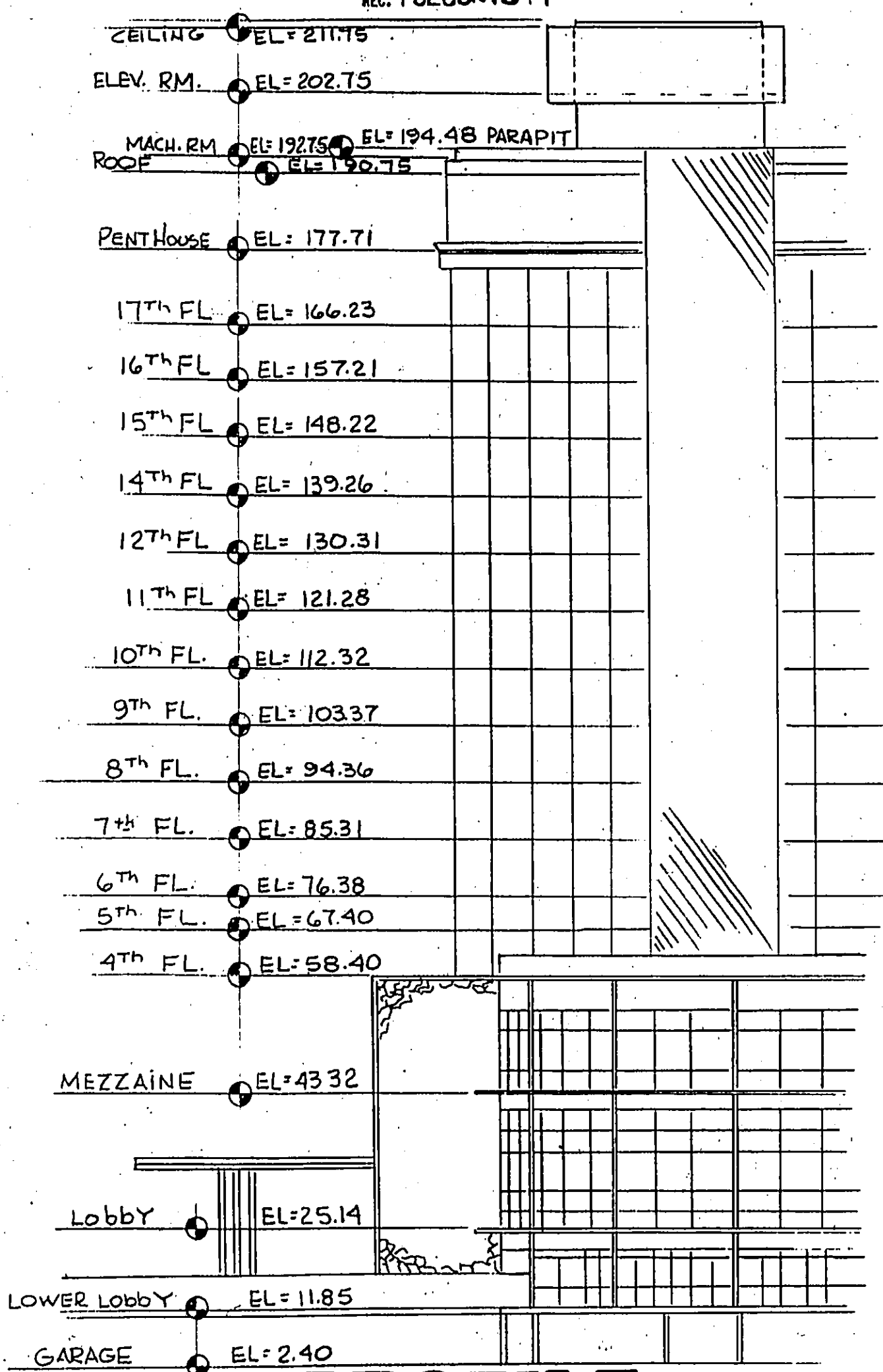
CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 39 of 40

COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT
DATE MICROFILMED
Nov 26 1991
OFF. REC. 15285 1943

NOV 26 1991
DATE MICROFILMED.
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT



PROFILE

NOTE:
Elevations (EL.) are referenced to
0.00 feet, Mean Sea Level, N.G.V.D.

CASTLE BEACH CLUB, A CONDOMINIUM

Zurwelle-Whittaker, Inc.
Engineers & Surveyors
605 Lincoln Road, Suite 506
Miami Beach, Florida

October 15, 1991 Sheet 40 of 40

1000's of Condominium Documents

Nov 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1945

EXHIBIT "B"

CASTLE BEACH CLUB, A CONDOMINIUM

UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS
AND PERCENTAGE OF SHARING COMMON EXPENSES
AND OWNING COMMON SURPLUS

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

1970001M.CBL/km
10/15/91

CASTLE BEACH CLUB, A CONDOMINIUM

UNIT OWNER UNDIVIDED SHARE IN THE COMMON ELEMENTS AND PERCENTAGE OF SHARING COMMON EXPENSES AND OWNING COMMON SURPLUS

Both the percentage of ownership of common elements and the common expenses were apportioned by grouping the Units into Types and allocating points to each Type as follows (the results are rounded off in order to make the total equal 100%):

No. of Units	Type	Consisting Of Units
4	I	TS 1, 3, 5, 14
3	II	TS 2, 4, 8
6	III	TS 7, 10, M19, L8, BAY 8, BAY 22
4	IV	M13, 20, 21, L4
11	V	M14-M18, P4, L1, 5, 6, 7, TS 12,
35	VI	TS 6, 11, 13, TH 1-TH 17, P1, 2, 3, L3, P8, BAY 1-BAY 7, P5, 6, 7
26	VII	M1-M12, L2, BAY 9 - BAY 21
443	VIII	TS 9, 401-412, 414-435, 501-512, 514-535, 601-612, 614-635, 701-712, 714-735, 801-812, 814-835, 901-912, 914-935, 1001-1012, 1014-1035, 1101-1112, 1114-1135, 1201-1212, 1214-1235, 1401-1412, 1414-1435, 1501-1512, 1514-1535, PH1601-PH1612, PH1614-1635, PH1701-PH1712, PH1714-PH1735
7	IX	BTH 1-7

Total: 539 Residential Units

		Consisting of Commercial Units
1	X	CU1
2	XI	CU2, CU3
1	XII	CU5
1	XIII	CU6
9	XIV	CU7, CU8, CU9, CU10, CU11, CU12, CU14, CU15, CU20
1	XV	CU4
2	XVI	CU13, CU19
2	XVII	CU16, CU17
1	XVIII	CU18
1	XIX	CU21
1	XX	CU22
14	XXI	CU23 - CU36

Total: 36 Commercial Units

The percentages for each Unit were arrived at as follows:

No. of Units	Type	Points	Total
4	I	1,400	5,600
3	II	1,200	3,600
6	III	1,000	4,000
4	IV	900	5,400
11	V	800	8,800
35	VI	700	24,500
26	VII	600	15,600
443	VIII	400	177,200
7	IX	300	2,100
539 Residential Units			246,800

COM - 1000's of Condominium Docu

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

1	X	3,000	3,000
2	XI	2,000	4,000
1	XII	1,505	1,505
1	XIII	200	200
9	XIV	155	1,395
1	XV	525	525
2	XVI	150	300
2	XVII	100	200
1	XVIII	75	75
1	XIX	60	60
1	XX	50	50
14	XXI	120	1,680
36 Commercial Units			12,990
TOTAL ALL UNITS:			259,790

The percentages allotted to each Unit Type are as follows:

No. of Units	Type	Percent
4	I	.021540
3	II	.013848
6	III	.023076
4	IV	.013848
11	V	.033847
35	VI	.094220
26	VII	.060008
443	VIII	.681777
7	IX	.008078
1	X	.011539
2	XI	.015386
1	XII	.005578
1	XIII	.000769
9	XIV	.005364
1	XV	.002019
2	XVI	.001154
2	XVII	.000770
1	XVIII	.000288
1	XIX	.000231
1	XX	.000192
14	XXI	.006468

The percentages allotted to each single unit are as follows:

Unit Type I	.005385
Unit Type II	.004616
Unit Type III	.003846
Unit Type IV	.003462
Unit Type V	.003077
Unit Type VI	.002692
Unit Type VII	.002308
Unit Type VIII	.001539
Unit Type IX	.001154
Unit Type X	.011539
Unit Type XI	.007693
Unit Type XII	.005578
Unit Type XIII	.000769
Unit Type XIV	.000596
Unit Type XV	.002019
Unit Type XVI	.000577
Unit Type XVII	.000385
Unit Type XVIII	.000288
Unit Type XIX	.000231
Unit Type XX	.000192
Unit Type XXI	.000462

CIM - 1000's of Condominium Docum

Nov 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

EXHIBIT "C"

CASTLE BEACH CLUB, A CONDOMINIUM

ARTICLES OF INCORPORATION OF
CASTLE BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

Image by Landmark Imaging

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1949

1970001F.CSL/km
10/14/91

ARTICLES OF INCORPORATION

OF

CASTLE BEACH CLUB CONDOMINIUM ASSOCIATION, INC.
(A Florida Corporation Not-For-Profit)

* * *

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify as follows:

EXPLANATION OF TERMINOLOGY

The terms contained in these Articles which are contained in the Declaration of Condominium ("Declaration") creating CASTLE BEACH CLUB, a Condominium, shall have the meaning of such terms set forth in the Declaration.

ARTICLE I

NAME

The name of this Association shall be CASTLE BEACH CLUB CONDOMINIUM ASSOCIATION, INC., whose present address is 5445 Collins Avenue, Miami Beach, Florida 33140.

ARTICLE II

PURPOSE OF ASSOCIATION

The purpose for which this Association is organized is to maintain, operate and manage the Condominium and to operate, lease, trade, sell and otherwise deal with the personal and real property thereof.

ARTICLE III

POWERS

The Association shall have the following powers which shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not-for-profit and all powers set forth in the Florida Statutes Chapter 718, Florida Statutes Chapter 607, and Florida Statutes Chapter 617 which are not in conflict with or limit the terms of the Declaration, these Articles, the By-Laws or the Act.

B. The Association shall have all of the powers of an owners' association under the Act and shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. to make, establish and enforce reasonable Rules and Regulations governing the Condominium and the use of Units;

- 4000's of Condominium Document
REPRODUCTIONS.

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

2. to make, levy, collect and enforce Special Assessments and Annual Assessments against Owners and to provide funds to pay for the expenses of the Association and the maintenance, operation and management of the Condominium in the manner provided in the Declaration, these Articles, the By-Laws and the Condominium Act and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Association;

3. to maintain, repair, replace and operate the Condominium in accordance with the Declaration, these Articles, the By-Laws and the Act;

4. to reconstruct improvements of the Condominium in the event of casualty or other loss in accordance with the Declaration;

5. to enforce by legal means the provisions of the Declaration, these Articles, the By-Laws and the Act; and,

6. to employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation and management of the Condominium and to enter into such other agreements that are consistent with the purpose of the Association.

ARTICLE IV

MEMBERS

The qualification of Members, the manner of their admission to membership in the Association, the manner of the termination of such membership and voting by Members shall be as follows:

A. Until such time as the recordation of the Declaration, the Members of this Association shall be comprised solely of the Subscribers ("Subscriber Members") to these Articles; and in the event of the resignation or termination of any Subscriber Member, the remaining Subscriber Members may nominate and designate a successor Subscriber Member. Each of the Subscriber Members shall be entitled to cast one (1) vote on all matters requiring a vote of the Members.

B. Upon the recordation of the Declaration, the Subscriber Members' rights and interests shall be automatically terminated and the Owners, which in the first instance means Developer as the owner of the Units, shall be entitled to exercise all of the rights and privileges of Members.

C. Membership in the Association shall be established by the acquisition of ownership of a Condominium Unit in the property as evidenced by the recording of an instrument of conveyance amongst the Public Records of Dade County, Florida, whereupon, the membership in the Association of the prior Owner thereof, if any, shall terminate. New Members shall deliver a true copy of the recorded deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his membership in the Association or his share in the funds and assets of the Association except as an appurtenance to his Condominium Unit.

E. With respect to voting, the Members as a whole shall vote. Each Condominium Unit with respect to all matters upon which Owners (other than the Developer) are permitted or required to vote as set forth in the Declaration, these Articles or By-Laws shall be entitled to one vote for each Unit owned (unless altered pursuant to Article XXVI of the Declaration) which vote shall be exercised

1000's of Condominium Document
REPRODUCTIONS:

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

and cast in accordance with the Declaration, these Articles and the By-Laws.

ARTICLE V

TERM

The term for which this Association is to exist shall be perpetual.

ARTICLE VI

SUBSCRIBERS

The name and address of the Subscribers to these Articles are as follows:

NAME	ADDRESS
ROY MATHEIS	5445 Collins Avenue Miami Beach, Florida 33140
MORDI BITTON	5445 Collins Avenue Miami Beach, Florida 33140
MIGUEL POYASTRO	5445 Collins Avenue Miami Beach, Florida 33140

ARTICLE VII

OFFICERS

A. The affairs of the Association shall be managed by a President, one (1) or several Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, an Assistant Secretary and an Assistant Treasurer, which officers shall be subject to the directions of the Board.

B. The Board shall elect the President, the Vice President, the Secretary, the Treasurer and as many other Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall from time to time determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, such officers may be removed by such Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a Director of the Association, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible.

ARTICLE VIII

FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President:	ROY MATHEIS
Vice President:	MIGUEL POYASTRO
Secretary/Treasurer:	MORDI BITTON

The street address of the initial office of this Corporation is 5445 Collins Avenue, Suite 100, Miami Beach, Florida 33140;

1000's of Condominium Documents

NOV 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

and the name of the initial resident agent of this Corporation is John A. Ritter, Esq.

ARTICLE IX

BOARD OF DIRECTORS

A. The form of administration of the Association shall be by a Board of three (3) Directors.

B. The names and addresses of the persons who are to serve as the first Board of Directors ("First Board") are as follows:

NAME	ADDRESS
ROY MATHEIS	5445 Collins Avenue Miami Beach, Florida 33140
MORDI BITTON	5445 Collins Avenue Miami Beach, Florida 33140
MIGUEL POYASTRO	5445 Collins Avenue Miami Beach, Florida 33140

Developer reserves the right to designate successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

C. The First Board shall serve until the "Initial Election Meeting", as hereinafter described, which shall be held thirty (30) days after the sending of notice by Developer to the Association that Developer voluntarily waives its right to continue to designate the members of the First Board, whereupon the First Board shall resign and be succeeded by the "Initial Elected Board" (as hereinafter defined).

D. The "Initial Elected Board" shall be composed of Directors elected by the Members of the Association at a meeting ("Initial Election Meeting") to be called by the First Board for such purpose. Notice of the Initial Election Meeting shall be forwarded to all Members in accordance with the By-Laws; provided, however, that the Members shall be given at least thirty (30) but not more than forty (40) days' notice of such meeting. All members of the Initial Elected Board shall be Owners of Condominium Units in the property. The Initial Elected Board shall succeed the First Board upon the election thereof at the Initial Election Meeting, but nothing herein shall preclude the officers, directors or designees of Developer (as long as Developer is an Owner) from being elected as members of the Board at the Initial Election Meeting or at any time thereafter. The Initial Elected Board shall serve until the next "Annual Members Meeting" (as defined in the By-Laws) following the Initial Election Meeting, whereupon the Members shall elect the Directors. The Board shall continue to be so elected at each subsequent Annual Members Meetings in accordance with the By-Laws of the Association.

ARTICLE X

INDEMNIFICATION

Every Director and every officer of the Association (and the Directors and/or officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding, litigation or settlement in which he may become involved by reason

- 1000's of Condominium Documents

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

of his being or having been a Director or officer of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all rights of indemnification to which a Director or officer may be entitled whether by statute or common law.

ARTICLE XI

BY-LAWS

The By-Laws of the Association shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws and the Act. As is set forth in the By-Laws, the By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at an Annual Members Meeting or a special meeting of the Members and the affirmative approval of a majority of the Board at a regular or special meeting of the Board. Notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, the By-Laws may be amended by a majority of the Board of Directors, provided that such Amendment shall not increase the proportion of common expenses nor decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Said Amendment need only be executed and acknowledged by the Developer and the consent of the Unit Owners, the Association, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

ARTICLE XII

AMENDMENTS

A. Prior to the recording of the Declaration amongst the Public Records of Dade County, Florida, these Articles may be amended only by an instrument in writing signed by all of the Directors and filed in the office of the Secretary of State of the State of Florida. The instrument amending these Articles shall identify the particular Article or Articles being amended and give the exact language of such amendment, and a certified copy of such amendment shall always be attached to any certified copy of these Articles and shall be an exhibit to the Declaration upon the recording of any such Declaration.

B. After the recording of the Declaration amongst the Public Records of Dade County, Florida, these Articles may be amended in the following manner:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting (whether of the Board or of the Members) at which such proposed amendment is to be considered; and

2. A resolution approving the proposed amendment may be first passed by either the Board or the Members. After such approval of a proposed amendment by one of said bodies, suc proposed amendment must be submitted and approved by the other of said bodies. Approval by the Members must be by a vote of a majority of the Members present at a meeting of the membership at which a quorum (as determined in accordance with the By-Laws) is present and approval by the Board must be by a majority of the

1000's of Condominium Documen

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | Vrestel Starks CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

Directors present at any meeting of the Directors at which a quorum (as determined in accordance with the By-Laws) is present.

C. A copy of each amendment shall be certified by the Secretary of State and recorded amongst the Public Records of Dade County, Florida.

D. Notwithstanding the foregoing provisions of this Article XII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of Developer, including the right to designate and select the Directors as provided in Article IX hereof, or the provisions of this Article XII, without the prior written consent therefor by Developer.

E. Notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, these Articles may be amended by a majority of the Board of Directors, provided that such Amendment shall not increase the proportion of common expenses nor decrease the ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Said Amendment need only be executed and acknowledged by the Association and the consent of the Unit Owners, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

IN WITNESS WHEREOF, the Subscribers have hereunto affixed their signatures the day and year set forth below.

Dated: November 25, 1991

ROY MATHEIS

Dated: November 25, 1991

MORDI BITTON

Dated: November 25, 1991

MIGUEL POYASTRO

STATE OF FLORIDA)
: SS.:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared ROY MATHEIS, MORDI BITTON and MIGUEL POYASTRO, to me known to be the persons described as the Subscribers in and who executed the foregoing Articles of Incorporation, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State aforesaid, this 25th day of November, 1991.

Notary Public, State of Florida

My commission expires:

LOUIS ZARETSKY
MY COMMISSION EXPIRES
September 26, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

1000's of Condominium Documents

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

ACCEPTANCE BY REGISTERED AGENT

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED NON-PROFIT CORPORATION, AT THE PLACE DESIGNATED IN THE ARTICLE VIII OF THESE ARTICLES OF INCORPORATION, THE UNDERSIGNED HEREBY AGREES TO ACT IN THIS CAPACITY, AND FURTHER AGREES TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE DISCHARGE OF HIS DUTIES.

DATED THIS 25 DAY OF November, 19 91.

JOHN A. RITTER, ESQ.

BY: John A. Ritter
(Registered Agent)

STATE OF FLORIDA)
)
COUNTY OF DADE)

I HEREBY CERTIFY that on this 25th day of November 19 91 personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, John Ritter, to me known to be the individual described in and who executed the foregoing instrument as registered agent to the Articles of Incorporation of CASTLE BEACH CLUB CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, and he severally acknowledged to me that he signed and executed such instrument for the uses and purposes therein stated.

IN WITNESS WHEREOF, I have set my hand and official seal in the County and State aforesaid on the day and year last above written.

Notary Public, State of Florida

My commission expires:

LOUIS ZARETSKY
MY COMMISSION EXPIRES
September 26, 1993
BONDED THRU NOTARY PUBLIC UNDERWRITERS

1000's of Condominium Documents
REPRODUCTIONS:

Nov 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vicki Starks
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 1528 PG 1956

EXHIBIT "D"

CASTLE BEACH CLUB, A CONDOMINIUM

BY-LAWS OF
CASTLE BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

OFF. REC. 15285 PG 1957

19700D1G.CBL/km
10/14/91

BY-LAWS

OF

CASTLE BEACH CLUB CONDOMINIUM ASSOCIATION, INC.
A Florida Corporation Not for Profit

* * *

ARTICLE ONE

Organization

Section 1. The name of this organization shall be CASTLE BEACH CLUB CONDOMINIUM ASSOCIATION, INC.

Section 2. The organization may, by a vote of the Unit Owners, change its name.

ARTICLE TWO

Purposes

The following are the purposes for which this organization has been established:

Section 1. To serve the recreational and maintenance needs of the Owners of the Condominium Units constructed upon the real property described on Exhibit "A" of the Declaration of Condominium to which this Exhibit "D" is attached.

Section 2. To maintain, manage, operate, administer and improve the real property upon which the recreational facilities are to be constructed; and further, to maintain the facilities and improvements, including personal property, thereon.

Section 3. For the purposes set forth in the Articles of Incorporation of this organization and the Declaration of Condominium of CASTLE BEACH CLUB, a Condominium.

Section 4. For such other purpose as the Board of Directors may from time to time deem necessary for the efficient operation of the recreational facilities and Common Elements and Limited Common Elements contemplated hereby.

ARTICLE THREE

Meetings of Membership

Section 1. Place: All meetings of the Association membership shall be held at the office of the Association or such other place as may be designated in the notice.

Section 2. Annual Meeting:

(a) The first Annual Meeting shall occur within one hundred (100) days of the recordation of the Declaration of Condominium and annually thereafter. All members of the Board of Directors to be elected by Unit Owners, other than the Developer, shall be elected by plurality vote.

(b) Subsequent to the first Annual Meeting, regular annual meetings shall be held in the month of January of each year upon a date appointed by the Board of Directors. No meeting shall be held on a legal holiday. At least fourteen (14) days prior to the Annual Meeting, written notice shall be mailed by regular mail

...1000's of Condominium Docume...
REPRODUCTIONS.

NOV 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

to each member of the Association at the address appearing on the books of the Association.

(c) At the Annual Meetings, the membership of the Association shall elect, by plurality vote, a Board of Directors and transact such other business as may properly come before the meeting. The Directors so elected at the Annual Meeting shall constitute the Board of Directors until the next Annual Meeting of the members of the Association and the election and qualification of their successors.

Section 3. Membership List: At least fifteen (15) days before every election of Directors, a complete list of members entitled to vote at said election, arranged numerically by Condominium Units, shall be prepared by the Secretary of the Association. Such list shall be produced and kept for said fifteen (15) day period and during the election at the office of the Association and shall be open to examination by any member during such period.

Section 4. Special Meetings:

(a) Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute (including, but not limited to, the provisions of Chapter 718.112(e) and (k), Florida Statutes, regarding the percentage required to call certain special meetings regarding budgets and recall of Board members), may be called by the President and shall be called by the President or Secretary at the request, in writing, of members holding not less than twenty five (25%) percent of the voting interest in the Association. Such request shall state the purpose, or purposes, of the proposed meeting.

(b) Written notice of a Special Meeting of members, stating time, place and object thereof, shall be mailed by regular mail to each member entitled to vote thereat, at such address as appears on the books of the Association, at least five (5) days before such meeting. However, written notice of any meeting at which non-emergency special assessments or at which amendments to rules regarding Units will be proposed, discussed or approved shall be mailed or delivered to the Unit Owners and posted conspicuously on the Condominium Property no less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice shall be made by an Affidavit executed by the Secretary and filed among the official records of the Association.

(c) Business transaction at all Special Meetings shall be confined to the purposes stated in the notice thereof.

Section 5. Proxies: Votes may be cast in person or by proxy in accordance with applicable law. Proxies must be filed with the Secretary of the Association prior to the meeting. If more than one (1) person owns a Condominium Unit (such as husband and wife), all must sign the proxy for it to be valid.

Section 6. Quorum: The presence in person or representation by written proxy of the members holding at least fifty (50%) percent of the total voting interest in the Association shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, or by these By-Laws. If, however, such quorum shall not be present, the President, or in his absence, the Vice President; or in his absence, any other appropriate officer or director may adjourn the meeting to a time within fifteen (15) days thereof at the same place to be announced at the meeting by the person adjourning same and a notice of such new meeting to be posted conspicuously upon the Condominium Property at least forty eight (48) hours in advance of the meeting. The meeting shall continue to be adjourned in this manner until a quorum shall be present or represented. Notwithstanding anything contained herein

1000's of Condominium Docume

NOV 26 1991 DATE MICROFILMED COURTHOUSE TOWER LOCATION CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

to the contrary, at such new meeting or meetings (if additional meetings are necessary in order to obtain the reduced quorum as hereinafter provided), the presence in person or representation by written proxy of the members holding at least one-third (1/3) of the voting interest of the Association shall be requisite to and shall constitute a quorum at such new meeting or meetings; it being intended that, in the event a majority quorum cannot be obtained at any meeting of the members, the quorum requirement be reduced for the purposes of the new meeting or meetings to which the original meeting is adjourned only. At such new meeting or meetings, if necessary, at which a quorum (at least one-third (1/3) of the voting interest of the Association present in person or represented by proxy) exists, any business may be transacted which might have been transacted at the meeting originally called. Although any proxy shall be valid at the original meeting and any lawful adjourned meeting or meetings thereof, the Condominium Act shall control (in the event it limits the validity of proxies as it presently does for a period no longer than ninety (90) days after the date of the first meeting for which it was given). F.S. 718.112(2)(b)2.

Section 7. Vote Required to Transact Business: When a quorum is present at any meeting, a majority of the Unit Owners' total votes present in person or represented by written proxy at such meeting shall decide any question brought before the meeting, unless the question is one upon which, by express provisions of the statutes or the Declaration of Condominium or by these By-Laws, a different vote is required, in which case such express provisions shall govern and control the voting on such issue.

Section 8. Right to Vote and Designation of Voting Member: If a Condominium Unit is owned by one person, his right to vote shall be established by the recorded title to the Unit. If a Condominium Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit and filed with the Secretary of the Association. If a Condominium Unit is owned by a corporation, the officer or employee thereof entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the corporation and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member". If such a certificate is not on file with the Secretary of the Association for a Unit owned by more than one person or by a corporation, the vote of the Unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Unit, except if said Unit is owned by a husband and wife. Such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. If a Condominium Unit is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a voting member.

(b) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As provided herein, the vote of a Unit is not divisible.)

(c) Where they do not designate a voting member, and only one is present at a meeting, the person present may cast the Unit vote just as though he or she owned the Unit individually and without establishing the concurrence of the absent person.

OM - 1000's of Condominium Docume

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

Section 9. Waiver and Consent: Whenever the vote of a member at a meeting is required or permitted by any provision of the statutes or these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if the members holding a majority of the Unit Owners' total votes which would have been entitled to vote upon the action, if such meeting were held, shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

Section 10. Order of Business: The proposed order of business at all meetings of the Association will be:

(a) Determination of a Quorum;
(b) Proof of Notice of Meeting or Waiver of Notice;
(c) Reading of Minutes of Prior Meeting;
(d) Officers' Reports;
(e) Committee Reports;
(f) Unfinished Business;
(g) New Business; and,
(h) Adjournment.

Section 11. Election of Board: Proxies shall in no event be used in electing the Board of Administration, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of Administration shall give written notice to the secretary of the Association not less than forty (40) days before a scheduled election. Not less than thirty (30) days before the election meeting, the Association shall then mail or deliver a second notice of the meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. The Division shall by rule establish voting procedures consistent with the provisions contained herein, including rules providing for the secrecy of ballots. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement or minimum number of votes necessary for election of members of the Board of Administration. No Unit Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A Unit Owner who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any Unit Owner violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting. The provisions of this paragraph shall not apply to timeshare condominium associations.

Section 12. Unit Owner Participation: Unit Owners shall have the right to participate in meetings of Unit Owners with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of Unit Owner participation. Any Unit Owner may tape record or videotape a meeting of the Unit Owners, subject to rules adopted by the Division.

COM - 1000's of Condominium Docum

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

ARTICLE FOUR

Voting

Section 1. The Owner(s) of each Condominium Unit shall be entitled to one (1) vote. If a Condominium Unit Owner owns more than one (1) Unit, he shall be entitled to vote for each Unit owned. The vote of a Condominium Unit shall not be divisible.

Section 2. For the election of Directors, voting shall be by secret ballot. When voting by ballot (for Directors or otherwise), the Chairman of the meeting, immediately prior to the commencement of balloting, shall appoint a committee of three (3) members who will act as "Inspectors of Election" and who shall, at the conclusion of the balloting, certify in writing the results, and such certificate shall be annexed to the Minutes of the meeting.

ARTICLE FIVE

Board of Directors

Section 1. The business of this Association shall be governed by a Board of Directors consisting of three (3) persons. All Directors, other than the Developer or his designated agents, shall be members of the Association.

Section 2. The Directors to be chosen for the ensuing year shall be chosen at the Annual Meeting of this Association by plurality vote; and they shall serve for a term of one (1) year.

Section 3. The Board of Directors shall have the control and management of the affairs and business of this Association and shall have the right to establish reserves or Assessments for betterment of the Condominium Property. Said Board of Directors shall only act in the name of the Association when it shall be regularly convened by its Chairman and after due notice to all Directors of such meeting.

Section 4. All meetings of the Board of Directors of the Association shall be open to the members of the Association and notices of such meetings, stating the place and time thereof, shall be posted conspicuously at least forty eight (48) hours prior to any such meeting to call the members' attention thereto; provided, however, in the event of an emergency, said notice shall not be required.

Section 5. The organizational meeting of a newly elected Board of Directors (at which meeting officers for the coming year shall be elected) shall be held within ten (10) days of the election of the new Board at such time and place as shall be fixed by the Chairman of the meeting at which they were elected.

Section 6. A majority of the members of the Board of Directors shall constitute a quorum, and the meetings of the Board of Directors shall be held regularly at such time and place as the Board of Directors shall designate.

Section 7. Each Director shall have one (1) vote, and such voting may not be by proxy.

Section 8. The Board of Directors may make such rules and regulations covering its meeting as it may, in its discretion, determine necessary.

Section 9. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail,

M - 1000's of Condominium Docume

NOV 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

telephone or telegraph, at least five (5) days prior to the day named for such meeting.

Section 10. Special meetings of the Board of Directors may be called by the President, or, in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of Special Meetings shall state the purpose of the meeting.

Section 11. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice to Directors shall be required and any business may be transacted at such meeting, however, the notice required under Article Five, Section 4, shall still be posted.

Section 12. Vacancies in the Board of Directors shall be filled as follows:

(a) If the vacancy is for a Board member appointed by the Developer, the Developer shall have the right to designate the replacement Director.

(b) If the vacancy is for a Director who has been elected by Unit Owners other than the Developer, the vacancy shall be by a majority vote of those Directors who have been elected by Unit Owners other than the Developer. Any such Director shall serve for the balance of the term of the vacating Director.

Section 13. The President of the Association by virtue of his office shall be Chairman of the Board of Directors and preside at meetings of the membership. The removal process of Directors herein described shall not apply to Directors elected, appointed or designated by the Developer who may remove any such Director in its sole discretion and who shall thereafter designate the successive Director.

Section 14. A Director may be removed either with or without cause at any time by a vote of the majority of the Association's membership at any regular or special meeting of the membership of the Association; (except for the first Board of Directors and except as provided in Article Nine of these By-Laws) provided that before any Director is removed from office, he shall be notified in writing that a motion to remove him will be made prior to the meeting at which said motion is made, and such Director is given an opportunity to be heard at such meeting should he be present, prior to the vote of his removal.

Section 15. The first Board of Directors as designated by the Developer shall consist of:

ROY MATHEIS
MORDI BITTON
MIGUEL POYASTRO

who shall hold office and exercise all powers of the Board of Directors until the first membership meeting as set forth in Article Three, Section 2(a) of these By-Laws; provided any and all of said Directors shall be subject to replacement by the Developer.

Section 16. Power and Duties: The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not prohibited by law or by the Declaration of Condominium, this Association's Articles of

OM - 1000's of Condominium Docum

NOV 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

Incorporation, or these By-Laws, or directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(a) To exercise all powers specifically set forth in the Declaration of Condominium, this Association's Articles of Incorporation, these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(b) To make and levy special and regular Assessments, collect said Assessments, and use and expend the Assessments to carry out the purposes and powers of the Association.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of the project, and of the Common Elements and facilities, including the right and power to employ attorneys, accountants, contractors and other professionals as the need arises.

(d) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities, and the use and maintenance of the Condominium Units therein, and the recreational area and facilities.

(e) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(f) Designate one (1) or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association, provided, however, that the powers of a committee shall be limited, and no committee shall be entitled to assume all the powers of the Board of Directors. Such committee(s) shall consist of at least three (3) members of the Association, one (1) of whom shall be a director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular Minutes of their proceedings and report the same to the Board of Directors as required.

(g) To enter into and upon the Condominium Units when necessary and at as little inconvenience as practical in connection with the maintenance, care and preservation of Common Elements and Condominium owned personal property.

(h) To use and to expend the Assessments collected to maintain, care for and preserve the Condominium Units, the Common Elements, the Limited Common Elements over which the Association is obligated to care for and preserve, and the Condominium Property (other than the interiors of the Condominium Units which are to be maintained, cared for and preserved by the individual Condominium Unit Owners).

(i) To pay taxes and assessments levied and assessed against any real property the corporation might own and to pay for such equipment and tools, supplies and other personal property purchased for use in such maintenance, care and preservation.

(j) For the purpose of maintenance, repair or replacement of any Common Elements or for making emergency repairs

M - 1000's of Condominium Documer
REPRODUCTIONS.

NOV 26 1991 DATE MICROFILMED | COURTHOUSE TOWER LOCATION | CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

which are necessary to prevent damage to the Common Elements or to another Unit or Units, each Owner of a Condominium Unit grants a perpetual easement in the event of an emergency to the then existing Board of Administration or its duly authorized agents to enter into his Condominium Unit at any reasonable time (or at any unreasonable time if the necessities of the situation should require).

(k) To repair and replace Common Element and Limited Common Element facilities, machinery and equipment.

(l) To insure and keep insured the Owners against loss from public liability and to carry such other insurance as the Board of Directors may deem advisable; and in the event of damage or destruction of property, real or personal, covered by such insurance, to use the proceeds for repairs and replacement, all in accordance with the provisions of the Declaration of Condominium.

(m) To review all complaints, grievances or claims of violations of the Declaration of Condominium, Exhibits thereto, the Condominium Act and the Rules and Regulations promulgated by the Association and to levy fines in accordance with the Condominium Act and establish a uniform procedure for determining whether such violations occurred and whether fines should be levied. Such procedure may be set forth in the Rules and Regulations promulgated by the Board of Directors.

(n) To collect delinquent assessments by suit or otherwise to abate nuisances and to enjoin or seek damages from Unit Owners for violations of the Declaration of Condominium, these By-Laws or Rules and Regulations adopted by the Board of Administration.

(o) To adopt hurricane shutter specifications which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications by the Board. The installation, replacement and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements within the meaning of this section.

Section 17. Upon notice to the Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which all notices of Board meetings shall be posted.

ARTICLE SIX

Officers

Section 1. The principal officers of the Association shall be as follows:

President - ROY MATHEIS
Vice President - MIGUEL POYASTRO
Secretary/Treasurer - MORDI BITTON

Section 2. The President shall preside at all membership meetings. He shall be a Director and shall, by virtue of his office, be Chairman of the Board of Directors. He shall present at each Annual Meeting of the Association an Annual Report of the work of the Association. He shall appoint all committees, temporary or permanent. He shall see to it that all books, reports and certificates, as required by law, are properly kept or filed. He shall be one of the officers who may sign the checks or drafts of

OM - 1000's of Condominium Docum
REPRODUCTIONS.

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
Vresta Starks
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

the Association. He shall have such powers as may be reasonably construed as belonging to the chief executive of any organization.

Section 3. The Vice President shall be a Director and shall, in the event of the absence or inability of the President to exercise his office, become acting President of the Association with all the rights, privileges and powers of said office.

Section 4. The Secretary shall:

(a) Keep the Minutes and records of the Association in appropriate books.

(b) File any certificate required by any statute, Federal or State.

(c) Give and serve all notices to members of this Association.

(d) Be the official custodian of the records and seal, if any, of this Association.

(e) Be one of the officers required to sign the checks and drafts of the Association.

(f) Present to the membership at any meetings any communication addressed to him as Secretary of the Association.

(g) Submit to the Board of Directors any communications which shall be addressed to him as Secretary of the Association.

(h) Attend to all correspondence of the Association and exercise all duties incident to the office of the Secretary.

Section 5. The Treasurer shall:

(a) Have the care and custody of all monies belonging to the Association and shall be solely responsible for such monies or securities of the Association. He shall cause to be deposited in a regular business bank or trust company a sum not exceeding an amount authorized by the Board of Directors and the balance of the funds of the Association shall be deposited in a savings bank, except that the Board of Directors may cause such funds to be invested in such investments as shall be legal for a savings bank in the State of Florida.

(b) Be one of the officers who shall be authorized to sign checks or drafts of the Association; no special fund may be set aside that shall make it unnecessary for the Treasurer to sign the checks issued upon it.

(c) Shall render at stated periods as the Board of Directors shall determine a written account of the finances of the Association, and such report shall be physically affixed to the Minutes of the Board of Directors at such meeting.

(d) All or a portion of the duties of the Treasurer may be fulfilled by a management company in the discretion of the Board of Directors.

Section 6. No officer or Director shall, for reason of his office, be entitled to receive any salary or compensation, but, nothing herein shall be construed to prevent an officer or Director from receiving any compensation from the Association for duties other than as a Director or officer.

OM - 1000's of Condominium Docum

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

ARTICLE SEVEN

Salaries

The Board of Directors shall hire and fix the compensation of any and all employees which they, in their discretion, may determine to be necessary in the conduct of the business of the Association. However, no member of the Board of Directors or an officer of the Association shall be paid any compensation for carrying out their duties.

ARTICLE EIGHT

Committees

All committees of this Association shall be appointed by the majority of the Board of Directors for whatever period of time is designated by said Board of Directors.

ARTICLE NINE

Finances and Assessments

Section 1. Depositories: The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by two (2) officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. Fiscal Year: The fiscal year for the Association shall begin on the first day of January each year; provided, however, that the Board of Directors is expressly authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America at such time as the Board of Directors deems it advisable.

Section 3. Determination of Assessments:

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association, or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments, and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium and recreation facilities. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions and percentages of sharing Common Expenses as provided in the Declaration of Condominium. Said Assessments shall be payable monthly in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments, and shall be payable in the manner determined by the Board of Directors.

COM - 1000's of Condominium Docum

NOV 26 1991 DATE MICROFILMED COURTHOUSE TOWER LOCATION CAMERA OPERATOR DEPUTY CLERK, CIRCUIT COURT

(b) When the Board of Directors has determined the amount of any Assessment, the Treasurer of the Association shall mail or present to each Unit Owner a statement of said Unit Owner's Assessment. All Assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for each fiscal year.

Section 4. Application of Payments and Comingling of Funds: All sums collected by the Association from Assessments may be comingled in a single fund or divided into more than one (1) fund, as determined by the Board of Directors of the Association. All Assessment payments by a Unit Owner shall be applied as to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or Special Assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

ARTICLE TEN

Minutes

Minutes of all meetings of the Association and the Board of Directors shall be kept in a businesslike manner and be made available for inspection by Unit Owners and Board members at all reasonable times.

ARTICLE ELEVEN

Compliance and Default

Section 1. In the event of a violation (other than the nonpayment of an Assessment) by the Unit Owner in any of the provisions of the Declaration of Condominium, of these By-Laws or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional, inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(a) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;

(b) An action in equity to enforce performance on the part of the Unit Owner;

(c) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief; or,

(d) A fine which shall be assessed by the Board of Directors in an amount and manner set forth in the Rules and Regulations promulgated by the Board of Directors. Notwithstanding anything contained herein to the contrary, a fine shall not become a lien on the Unit.

Any remedy contained in the Declaration of Condominium, Exhibits thereto, the Condominium Act and/or the Rules and Regulations promulgated (including, but not limited to the foregoing) shall be cumulative and in addition to any and all other

1000's of Condominium Docum

NOV 26 1991
DATE MICROFILMED
COURTHOUSE TOWER
LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

remedies provided by such documents or the laws of the State of Florida.

Section 2. All Unit Owners 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, of 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. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company. Any rights or replacement required, as provided in this section, shall be charged to said Unit Owner as a specific item which shall be a lien against said Unit. Said lien may be foreclosed in the manner of foreclosing a mortgage upon real property.

Section 3. In any proceeding arising because of an alleged default by a Unit Owner, the Association shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

Section 4. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition of the future.

Section 5. In the event of any internal dispute arising from the operation of the Condominium among Unit Owners, the Association, and their agents and assigns, any party may apply for voluntary binding arbitration, which shall be conducted pursuant to the rules of the American Arbitration Association. Venue for any such proceedings shall be in Dade or Broward Counties, Florida.

ARTICLE TWELVE

Indemnification

The Association shall indemnify every Director and every officer, their heirs, personal representatives and administrators, against all loss, cost and expense reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director and officer of the Association, including reasonable counsel fees to be approved by the Association, except as to matters wherein they shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to, and not exclusive of, all other rights to which such Director and officer may be entitled.

ARTICLE THIRTEEN

Liability Survives Termination of Membership

The termination of ownership in the Condominium shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any way connected with the Condominium during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

COM - 1000's of Condominium Docu

NOV 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

ARTICLE FOURTEEN

Liens

Section 1. All liens against a Condominium Unit, other than for permitted mortgages, taxes or special Assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and Special Assessments upon a Condominium Unit shall be paid before becoming delinquent as provided in these Condominium documents or by law, whichever is sooner.

Section 2. A Unit Owner shall give notice to the Association of every lien upon his Unit, other than for permitted mortgages, taxes and Special Assessments, within five (5) days after the attaching of the lien.

Section 3. Unit Owners shall give notice to the Association of every suit or other proceeding which will or may affect title to his Unit or any part of the property, such notice to be given within five (5) days after the Unit Owner received notice thereof.

Section 4. Failure to comply with this Article Fourteen concerning liens will not affect the validity of any judicial sale.

Section 5. The Association may maintain a register of all permitted mortgages, and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Board of Directors of the Association may make such changes as it deems appropriate against the applicable Unit for supplying the information provided herein.

ARTICLE FIFTEEN

Amendments to the By-Laws

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners provided that:

(a) Notice of the meeting shall contain a statement of the proposed amendment.

(b) If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of the voting members casting a majority of the total votes of the Unit Owners present in person or by proxy at such meeting.

(c) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of the voting members casting not less than two-thirds (2/3) of the total votes of the Unit Owners present in person or by proxy at the meeting.

(d) Said amendment shall be recorded and certified as required by the Condominium Act. Notwithstanding anything above to the contrary, until one of the events in Article XXIII, Section 23.01 of the Declaration of Condominium occurs, these By-Laws may not be amended without a prior resolution requesting the said amendment from the Board of Directors.

(e) Notwithstanding anything contained herein to the contrary, while the Developer is entitled to appoint a majority of the Board of Directors, the By-Laws may be amended by a majority of the Board of Directors, provided that such Amendment shall not increase the proportion of common expenses nor decrease the

OM - 1000's of Condominium Docum

NOV 26 1991 DATE MICROFILMED
COURTHOUSE TOWER LOCATION
CAMERA OPERATOR
DEPUTY CLERK, CIRCUIT COURT

ownership of Common Elements borne by the Unit Owners or change a Unit Owner's voting rights without the consent of the affected Unit Owners. Said Amendment need only be executed and acknowledged by the Association and the consent of the Unit Owners, the owner and holder of any lien encumbering a Unit in this Condominium, or any others, shall not be required.

ARTICLE SIXTEEN

Construction

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or become unenforceable at law or in equity, the remaining provisions (or portions thereof) of this instrument shall nevertheless be and remain in full force and effect.

Headings are provided herein for convenience purposes only and shall not be construed for interpreting the meaning of any provisions of these By-Laws.

ARTICLE SEVENTEEN

Voluntary Arbitration

All internal disputes arising from the operation of the Condominium among the Unit Owners, Association and their agents and assigns, may, at the option of the parties to the dispute, be subject to voluntary binding arbitration in accordance with rules, regulations and provisions adopted from time to time by the Division or as may be otherwise provided by law.

ARTICLE EIGHTEEN

Fidelity Bonds

The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in the principal sum of not less than Fifty Thousand ($50,000.00) Dollars for each person. The Association shall bear the cost of bonding. However, the case of a person providing management services to the Association and required to be licensed pursuant to Section 468.432, Florida Statutes, the cost of bonding may be reimbursed by the Association; all such persons providing management services to an Association shall provide the Association with a certificate of insurance evidencing compliance with this paragraph.

The foregoing were adopted as the By-Laws of CASTLE BEACH CLUB CONDOMINIUM ASSOCIATION, INC., at the first meeting of its Board of Directors.

_____
Secretary

APPROVED:

_____
President

RECORDED IN OFFICIAL RECORDS BOOK OF DADE COUNTY, FLORIDA.
RECORD VERIFIED
Clerk of Circuit & County Courts

CLERK NOTE:
FOR CONDOMINIUM PLANS SEE OFFICIAL RECORDS CONDOMINIUM PLANS BK. 247 PAGE 9

CLERK, CIRCUIT & COUNTY COURTS
BY _____ D. C.

COM - 1000's of Condominium Docum