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DECLARATION OF CONDOMINIUM OF
LITTLE OCEAN CLUB CONDOMINIUM, INC.
(Including 2007 and Previous Revisions)**

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**DECLARATION OF CONDOMINIUM
OF
LITTLE OCEAN CLUB CONDOMINIUM
MARTIN COUNTY, FLORIDA**

As Amended in 2003 and 2007

THIS DECLARATION OF CONDOMINIUM made this 20th day of June, A. D. 1968, by STUART LAND DEVELOPMENT, INC., a Florida corporation, hereinafter called the "Association", for themselves, their successors, assigns and grantees, to their grantees and assignees and their heirs, successors and assigns:

WHEREFORE: The Developer and the Association make the following declaration:

STATEMENT OF CONDOMINIUM

I

By this Declaration, the Owner hereby submits to Condominium ownership and use, that certain property situate in Martin County, Florida, more particularly described as follows:

All that part of the following described property located East of the right of way of State Road A-1-A as now located:

The North 180 feet of Government Lots 4 and 5, Section 30, Township 37 South, Range 42 East, together with all littoral and riparian rights appertaining thereto: and the following parcel of land located in Government lots 3 and 5, Section 30, Township 37 South, Range 42 East, located west of the right of way of State Road A-1-A, as now located, which parcel is more particularly described as follows:

Begin at the intersection of the south line of the north 180.00 feet of Government Lot 5, Section 30, Township 37 South, Range 42 East, and the Westerly right of way line of State Road A-1-A; thence run N 89° 24' 30" W, along said south line of the north 180.00 feet, a distance of 83.12 feet; thence run N 25° 27' 25" W a distance of 170.00: thence run N 64° 06' 48" E a distance of 75.00 feet to the westerly right of way line of State Road A-1-A; thence, by curve concave to the southwest with radius of 11, 406. 20 feet, run along an arc of 207, 06 feet through a central angle of 01° 02' 24" to the Point of Beginning; pursuant to the Florida Condominium Act, Chapter 63-35, Acts of 1963, as amended, otherwise described as Chapter 711, Florida Statutes.

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II

NAME

The name by which the Condominium shall be identified is "LITTLE OCEAN CLUB CONDOMINIUM".

III

OWNERSHIP AND MANAGEMENT

- A. Ownership: The above described property is owned in fee simple absolute by Developer. Developer hereby agrees to own, hold, convey, assign and transfer said property or any part thereof subject to restrictions and reservations of record and to the terms and provisions hereof and for the purposes; and uses as herein set forth.

B. Management: Each purchaser from Developer of a unit as hereinafter set forth shall be and become a member of LITTLE OCEAN CLUB CONDOMINIUM, INC., a non-profit Florida corporation. Said corporation shall administer, govern and regulate the condominium as set forth herein and in the documents to which reference is hereinafter made. _____

IV

DOCUMENTS

The documents establishing the condominium is this Declaration of Condominium. The Declaration includes the attached Exhibits "A" through "F", which are made a part hereof by reference, and which exhibits are: (**Note: See original for these exhibits**)

- A. Building Plans
 - A-1. Site Plan
 - A-2. First Floor Plan
 - A-3. Second Floor Plan
 - A-4. Typical Floor Plan
 - A-5. Revised Second Floor Plan for Unit 25
 - A-6. Elevation
- B-1. Survey of Property lying east of Highway A-1-A showing improvements
- B-2. Survey of Property lying West of Highway A-1-A
- C. Certificate of Architect
- D. Articles of Incorporation of Little Ocean Club Condominium, Inc.
- E. By-Laws of Little Ocean Club Condominium, Inc.
- F. Sample Warranty Deed

V

DEFINITIONS

As used in this Declaration all terms, words or combinations thereof have the meanings prescribed in Florida Statutes, Chapter 63-35, Acts of 1963, and, in addition, shall

be more specifically defined to mean, as follows:

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A. Assessment means a share of the funds required for the payment of common expenses which from time to time are assessed against a unit owner as hereinafter provided.

B. Association means LITTLE OCEAN CLUB CONDOMINIUM, INC., a non-profit Florida corporation, and its successors, which entity is responsible for the operation of the condominium.

C. By-Laws means the corporate by-laws of the Association.

D. Common elements means all portions of the condominium property not included in the units and specifically includes the following:

1. Grounds: Portion of the heretofore described real property not subject to private ownership, including but not limited to patios, swimming pool, sidewalks, parking spaces, yards and gardens.
2. Buildings: Portions of the aforesaid buildings which are commonly used or occupied by more than one unit owner.
3. Personal Property: All tangible personal property required for the furnishing of services to more than one unit, except for water and sewer utility facilities, and for the maintenance and operation of the condominium property.
4. Other: All other portions of the property which are of common use or reasonably necessary to the existence, maintenance, operation and safety of the condominium.

E. Common expenses means the expenses for which the unit owners are liable to the Association, including but not limited to:

1. Administration: Expenses of administration, maintenance, operation, repair or replacement of the common elements, and of the portions of the units which are the responsibility of the Association.

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2. Other: Expenses agreed upon as common expenses by the Association or declared common expenses by provisions of this Declaration or other condominium documents.

F. Units means a part of the condominium property which is to be subject to private ownership and shall include all portions of the condominium property exclusive of common elements. The term "unit" shall be synonymous with the term "apartment".

G. Unit Owner means the Owner or owners of a condominium parcel. When the term "Unit Owner" is used in connection with voting or determining the number of unit owners approving or disapproving of an action, the term shall mean the particular unit owner who has been designated by the other or additional owners of that unit, if any, to vote as prescribed in the by-laws.

H. Condominium Property means the real property heretofore more particularly described in Paragraph I hereof.

I. Condominium Parcel means a particular unit together with the undivided share in the common elements which is appurtenant to the unit.

J. Apartment Buildings means the twelve (12) multi-family buildings situated on the condominium property. Eleven (11) of the multi-family buildings contain two (2) units in each building and one (1) multi-family building contains three (3) apartment units, a manager's

apartment, an office, and other common facilities of the condominium, which building is the most westerly building situated on the condominium premises.

K. Person means one or more than one individual, corporation, trustee, or other legal entity capable of holding title to real property.

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VI

UNIT IDENTIFICATION

Unit or Apartment

A. The units or apartments of the condominium are to be identified by numbers as indicated on the building plans attached hereto and marked Exhibit A-A, each unit being more particularly described as follows:

<u>Unit or Apartment</u>	<u>Unit or Apartment</u>
1	14
2	15
3	16
4	17
5	18
6	19
7	20
8	21
9	22
10	23
11	24
12	25
13	

The total units or apartments in the condominium are twenty-five (25). The manager's apartment is not an apartment unit subject to private ownership but said apartment shall be a part of the common elements of the condominium as previously defined.

VII

CONDOMINIUM PROVISIONS

A. The condominium to which the above described real property is hereby submitted, and which shall be known as LITTLE OCEAN CLUB CONDOMINIUM is established in accordance with the following provisions:

1. Real Property: Each unit or apartment, together with all appurtenances thereto, shall for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, assigned, transferred and encumbered in the same manner as any other parcel of real property independently of all other parts of the condominium property, subject only to the provisions of the condominium documents and the laws of the State of Florida.

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2. Possession: Each unit owner shall be entitled to the exclusive possession of his unit.

3. Boundaries: The boundaries of each unit shall be the undecorated and/or unfinished interior surfaces of the perimeter walls, floors and ceilings surrounding each condominium unit, but to include the air conditioning unit appurtenant to each apartment. It is understood that all units, the structural elements, including perimeter walls, supports, slabs, exterior windows, floor-ceilings, shall not be a part of each unit, but shall be considered common elements whose use shall be confined strictly to the owner of each condominium unit abutting thereto.

4. Appurtenances: The ownership of each unit shall include, and there shall pass with each unit as appurtenances thereto, whether or not separately described, all of the right, title and interest of a unit owner in the condominium property which shall include but not be limited to:
 - (a) Common elements: An undivided interest in and to and the right to use in common with the other unit owners, the common elements. Each such undivided interest shall be in the same percentage as the respective unit=s share of expenses as set forth in Paragraph VII D. 1.

 - (b) Automobile parking: The right to use one parking space on the property areas. The Association regulations may specify and assign the particular parking area to particular units.

 - (c) Easements for utilities and maintenance: Easements through the units and common areas for conduits, ducts, plumbing, wiring and other facilities for the

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- furnishing of utility services to other units and the common elements; provided, however, that such easements through a unit shall be only according to the plans and specifications of the apartment building unless approved in writing by the unit owner; and easements through the units and common elements for maintenance, repair and replacement of the units and common elements. Such success to the units shall be only during reasonable hours except that access may be had at any time in case or emergency.
- (d) Association: Association membership and interest in funds, assets and common surplus of the Association in the same percentage as the respective unit's share of expenses as set forth in Paragraph VII D. 1. hereof.

 - (e) Easement to Air Space: An exclusive easement for the use of the air space occupied by the unit may be altered or reconstructed from time to time, which easement shall be terminated automatically as to any air space which is vacated from time to time.
5. Alterations and improvements: No unit owner shall make any alterations in the portions of the unit or the apartment building which are to be maintained by the Association or remove any portion thereof, or make any additions thereto, or do any work

which would jeopardize the safety or soundness of the apartment buildings, or impair any easement, without first obtaining unanimous approval of all members of the Association.

B. Common Elements: The ownership and the use of the common elements shall be governed by the following provisions:

1. Shares of unit owners: The shares of unit owners in the common shall be elements may be altered only by amendment of the Declaration. No such change shall affect the lien of a prior recorded mortgage.

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2. Appurtenant to units: The shares of a unit owner in the common elements are appurtenant to the unit owned by said owner. None of the appurtenances may be separated from the unit to which they appertain, and all of the appurtenances shall be deemed to be conveyed or encumbered or otherwise pass with the unit whether or not expressly mentioned or described in a conveyance or other instrument describing the unit.

3. Covenant against partition: In order to preserve the condominium, the common elements shall remain undivided and no unit owner nor any other person shall bring any action for partition or division of the whole or any part thereof of the common elements so long as any apartment building in useful condition exists upon the land.

4. Non-exclusive Possession: Each unit owner and the Association may use the common elements for the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of the other unit owners.

5. Alteration and improvement: There shall be no alteration of the common elements nor further improvement of the heretofore described property without prior approval of the Board of Directors of the Association.

C. Maintenance: The responsibility for the maintenance of the common elements and units shall be as follows:

1. Unit: The unit owner shall maintain, repair and replace at his expense all portions of the unit as hereinbefore defined. All such work shall be done at reasonable business hours without disturbing the rights of other unit owners. The screens and windows of units must be maintained and replaced in such a manner and with such materials as to conform with the remainder of such facilities in the apartment buildings.

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2. Common Elements: The Association shall maintain, repair and replace at its expense all portions of the common elements, provided, however, that in case of emergency and in order to preserve the property or for the safety of the occupants, the unit owner may assume the responsibility therefor, and shall be relieved of liability for his acts performed in good faith and shall be reimbursed for his expense by the Association when approved by its Board of Directors.

D. Assessments: Assessments against the unit owners shall be made by the Association and shall be governed by the following provisions:

1. Share of Expense: The common expenses shall be borne and the common surplus owned by the unit owners in the following pro rata percentage shares:

<u>Unit or Apartment</u>	<u>Percentage of Common Expenses and Common Surplus</u>
1	3.846
2	3.846
3	3.846
4	3.846
5	3.846
6	3.846
7	3.846
8	3.846
9	3.846
10	3.846
11	3.846
12	3.846
13	3.846
14	3.846
15	3.846
16	3.846
17	3.846
18	3.846
19	3.846
20	3.846
21	3.846
22	3.846
23	3.846
24	5.771 (1.5 x 2 BR.)
25	5.771
	100%

Developer shall pay assessments on parcels it has not conveyed to third parties.

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2. Accounts: All sums collected from assessments may be mingled in a single fund, but they shall be held in trust for the unit owners in the respective shares in which they are paid, and shall be credited to an account from which shall be paid the expenses for which the respective assessments are made.

3. Special Assessments: Assessments for common expenses or emergencies which cannot be paid from the budgeted assessments for recurring expenses, or from such reserves as are required to be maintained by the Association, may be made or adopted by the Board of Directors in accordance with procedures of the Florida Condominium Act, Chapter 718, Florida Statutes, as amended or renumbered from time to time. Such assessments shall be payable as the Board directs by written notice to unit owners. (Amended Nov. 2007)

4. Assessment Roll: The assessments for common expenses shall be set forth upon a roll of the units which shall be available in the office of the Association for inspection at all reasonable times by unit owners. Such roll shall indicate for each unit the

name and address of the owner or owners, the assessments for all purposes, and the amounts paid and unpaid of all assessments. An affidavit made by the President or Treasurer of the Association as to the status of a unit owner's assessment account shall limit the liability of any person for whom made other than the unit owner.

5. Liability for Assessments: A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the unit owner. The unit owner and his grantees shall be jointly and severally liable for all unpaid assessments due and payable at the time of a voluntary conveyance but without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor. Such liability may not be avoided by waiver of the use or enjoyment of any common element, or by abandonment of the unit for which the assessments are made.

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6. Lien for Assessments: The unpaid portion of any assessment against a unit owner which is due may be secured by a lien upon the unit of such person, and all appurtenances thereto, when a claim of lien has been recorded by the Association as provided by law. No claim of lien shall be recorded until the payment is unpaid for not less than thirty (30) days after it is due. Said lien shall also secure interest, late charges or fees, and reasonable attorneys fees incurred by the Association incident to the collection of such assessment or enforcement of such lien and such further amounts and/or costs as provided by law. No such lien shall survive the acquisition of title to a unit by an approved mortgage as specified in Paragraph VII, I, 3, hereof, pursuant to mortgage foreclosure proceedings or the voluntary conveyance to such mortgagee in lieu of foreclosure proceedings. (Amended Nov. 2007)

7. Collection of Assessments: Assessments shall be paid monthly or at such times as the Board of Directors of the Association shall determine. Assessments and installments thereon not paid within thirty (30) days of the date when due shall bear interest at the rate provided or permitted by Chapter 718, Florida Statutes, as amended from time to time, per annum from the date when due until paid. In addition to interest, the Association may charge or impose an administrative late fee or charge, of an amount not to exceed the greatest amount allowed by law from time to time, for each delinquent installment or payment of an assessment for which payment is more than thirty (30) days delinquent. All payments upon the account shall be applied in accordance with the provisions of Chapter 718, Florida Statutes, as renumbered or amended from time to time. All interest and late fees or charges collected shall be credited to the general expense account. The Association, at its option, may enforce collection of delinquent assessment accounts by suit at law or by foreclosure of the lien securing the assessments as provided by law or by any other competent proceeding, and in either event, the Association shall be entitled to recover the payments which are delinquent at the time of judgment or decree together with interest thereon at the highest rate per annum allowed by law from time to time and all costs incident to the collection and the proceedings, including reasonable attorneys fees. (Amended Nov. 2007)

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E. Administration: The administration of the condominium, including but not limited to the acts required of the Association by the condominium documents, and the maintenance, repair and operation of the common elements, shall be the responsibility of the Association, and shall be governed by the following provisions:

1. The Association: The Association is incorporated under the name LITTLE OCEAN CLUB CONDOMINIUM, INC., as a corporation not for profit under the laws of the State of Florida. Any other form of organization for the Association may be substituted with unanimous approval of the members.

(a) Articles of Incorporation: The Articles of Incorporation of the Association shall govern the corporation in accordance with the laws of the State of Florida. A copy of said Articles is attached hereto as Exhibit "D".

(b) By-Laws: The by-laws of the Association shall be in the form attached as Exhibit "E" until such are amended in the manner provided in the by-law.

(c) The duties and powers: The duties and powers of the Association shall be those set forth in the laws of the State of Florida; those set forth in the Condominium documents; and those reasonably implied to effect the purposes of the Association and the condominium. Such powers and duties shall be exercised in the manner provided by the condominium documents.

(d) Notice: Notice for any purpose may be given by the Association to unit owners and by unit owners to the Association in the manner provided for notice to members of the Association by the by-laws of the Association.

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(e) Limitation of Liability: Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage caused by any latent condition of the property to be maintained and repaired by the Association nor for any injury or damage caused by the common elements or other owners or persons.

(f) Trust: All funds and the titles of all properties acquired by the Association and the proceeds thereof shall be held only for the benefit of the unit owners and for the purposes herein stated.

F. Insurance: The insurance, other than title insurance, which may be carried upon the condominium property and the property of the unit owners shall be governed by the following provisions:

1. Association's Authority to Purchase. Beneficiaries: Except as hereinafter provided, all insurance policies upon the common elements, units or any portion of the condominium property shall be purchased by the Association for the benefit of the Association and the unit owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of unit owners. All such policies and endorsements shall be deposited with an Insurance Trustee, as hereinafter specified.

(a) Unit Owner Purchase. Unit Owners may obtain insurance coverage at their own expense upon their own furnishings, personal effects and other personal property and for their personal living expense.

(b) Mortgagee Purchase. In the event the Association shall fail, neglect or refuse to provide insurance coverage as herein required, and approved mortgagee as specified in Paragraph VII, I, 3, hereof may purchase such insurance and shall have a lien against the unit or units so insured to secure the payment of all cost expended by such mortgagee in obtaining such insurance. Said lien may be enforced in the same manner as a lien for assessments as herein provided.

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2. Coverage: The insurance coverage furnished by the Association shall be governed by the following provisions:

(a) Property Damage: All buildings and improvements upon the heretofore described real property and all personal property, except that of individual unit owners, shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the insurance company. Said insurance shall be by one insurance company and shall afford protection against loss or damage by fire, windstorm, vandalism, theft and other hazards normally covered by a standard fire insurance policy with a standard extended coverage endorsement.

(b) Public liability: Public liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, and cross liability endorsement to cover liabilities of the unit owners as a group to a unit owner. All of said insurance coverage shall be by one insurance company.

(c) Workmen's Compensation: Workmen's compensation policy to meet all requirements of law.

3. Premiums: Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the common expense account.

4. Assured: All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their interests may appear,

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and shall provide that all proceeds covering casualty losses shall be paid to Broward National Bank of Fort Lauderdale, as Trustee, or to any other bank in Florida with trust powers as may be approved by the Board of Directors of the Association, which trustee is herein referred to as the Insurance Trustee. In the event the Association fails, neglects or refuses to appoint an Insurance Trustee or in the event the Trustee appointed refuses to serve and a replacement or successor is not named, all insurance policies, benefits and proceeds shall be directly payable to the approved mortgagee in amounts of the mortgages held by them, and the excess, if any, shall be payable to the unit owners in proportion to their share of common expenses as set forth in Paragraph VII, D, 1 hereof, whether

or not the buildings are to be reconstructed. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The Insurance Trustee shall be obligated to notify by registered letter the Association and every approved mortgagee as specified in Paragraph VII, I, 3, hereof, fifteen (15) days prior to the expiration date of any insurance policy that said policy has not been renewed and the renewal premium not paid, if such is the case. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the unit owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Units: When a building is to be restored, proceeds on account located therein shall be held in undivided shares for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner. When a building is not to be restored, proceeds on account of units shall be held in undivided shares of owners of all units in that apartment

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building. Each unit owner's share shall be in proportion to his share of the total common expenses as set forth in Paragraph VII, D, I, hereof, provided that such proportions shall be determined after an amount necessary to raze the building and beautify the site has been subtracted and held for the unit owners of the other building.

(b) Common elements: Proceeds on account of damage to common elements, an undivided share for each unit owner, each owner's share being in proportion to his share of the common expenses as set forth in paragraph VII, D, I, hereof.

(c) Mortgagees: In the event a mortgagee endorsement has been issued as to unit, the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interests may appear.

5. Distribution of Proceeds: Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

(a) Expense of the Trust: All expenses of the Insurance Trustee shall be first paid or provision made therefor.

(b) Reconstruction or Repair: If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed 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 said mortgagee.

(c) Failure to Reconstruct or Repair: If it is determined in the manner elsewhere provided that the damage for which the proceeds are

paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to unit

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owners and their mortgagees being payable jointly to them. Each unit owner's share of such proceeds shall be in proportion to his share of the total common expenses as set forth in paragraph VII, D, I, hereof. If one building is not to be reconstructed or repaired, the proceeds shall be distributed first to the Association in an amount necessary to raze the building and beautify the site and the remaining proceeds shall be distributed 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 him.

(d) Certificate: In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association under seal as to the names of the unit owners and their respective shares of the distribution; provided, that such certificate shall not be binding insofar as the interest of an approved mortgagee as specified in Paragraph VII, I, 3, hereof is concerned. The Insurance Trustee shall obtain appropriate certificates from all such mortgagees prior to disbursement of funds to unit owners whose units are subject to mortgages held by such approved mortgagees.

(e) Association as Agent: The Association is hereby irrevocably constituted and appointed the agent for each unit owner to adjust all claims arising under insurance policies purchased by the Association. The Association shall make all determinations of cost of repair, reconstruction, demolition, replacement and beautification.

6. Reconstruction or Repair after Casualty: If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

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(a) Common Elements: If damage is solely to the common elements, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(b) Units: If the damage is solely to any of the units or to any of the units and the common elements, the damaged property shall be reconstructed or repaired if any of the units are tenantable. If none of the units of a building are tenantable, that building shall not be reconstructed unless the owners of each of the units in that building shall so agree in writing within sixty (60) days after the casualty.

(c) Plans and Specifications: Any such reconstruction or repair must be substantially in accordance with the original plans and specifications of

the apartment building as prepared by Gamble and Gilroy, Architects, or according to the plans approved by all of the members of the Association.

(d) Certificate: The Insurance Trustee may rely upon a certificate of the Association to determine whether or not damaged property is to be reconstructed or repaired.

(e) Responsibility: If the damage is only to those parts of one unit for which the responsibility of maintenance and repair is that of the unit owner, then the unit owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

(f) Estimates of Costs: Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance and repair, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in condition as good as that before the casualty or, in some other condition, if such is required by agreement of all of the unit owners.

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(g) Assessments: If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, assessments in sufficient amounts to pay estimated costs shall be made against the unit owners who own the damaged property in proportion to the cost of repairing such particular unit and against all unit owners for damage to the common elements, in proportion to each unit owner's share of the common expenses as set forth in Paragraph VII, D, I, hereof. If at any time during reconstruction and repair or upon completion of reconstruction and repair, the funds for the payment of the costs thereof are insufficient, further assessments shall be made as herein before provided.

(h) Custody of Funds: The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against unit owners, shall be held by the Association unless the amount of estimated costs of reconstruction and repair of the property exceeds the total of the annual assessments for recurring expenses made on account of such property during the year in which the casualty occurred, in which event all construction funds shall be held by the Insurance Trustee. Funds received by Insurance Trustee which, pursuant to this paragraph should be held by the Association, shall be delivered promptly to the Association. If pursuant to this paragraph the funds should be held by the Insurance Trustee, the Association shall promptly deliver to the Insurance Trustee all of the assessments and funds.

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(i) Disbursement of Funds: The funds for payment of costs of

reconstruction and repair after casualty shall be disbursed by either the Association or the Insurance Trustee in the following manner:

(1) Association - lesser damage: If the amount of estimated costs of reconstruction and repair of the property which is the responsibility of the Association is less than the total of the annual assessment for recurring expenses made on account of such property during the year in which the casualty occurred, then the construction funds shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request of the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(2) Association - major damage: If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than the total of the annual assessments for recurring expenses made on account of such property during the year in which the casualty occurred, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(3) Surplus: It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds and if there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which

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the funds are established, such balance shall be distributed to the unit owners in proportion to the assessment levied on the unit owners for repair and reconstruction of the common elements.

(4) Certificate: Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. The Insurance Trustee may rely upon a certificate of the Association stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is hereby required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association or a mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the

construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

G. Taxes and Special Assessments: Taxes and special assessments upon the condominium property will be assessed by the taxing authorities as provided by law upon each individual condominium parcel and not upon the condominium as a whole.

H. Restrictive Covenants and Conditions: The use of the heretofore described property shall be expressly subject to the following provisions, all of which covenants and provisions shall run with the said property:

1. Single family residences: The condominium property shall be used for only single family residences, and for the furnishing of services and facilities herein provided for the enjoyment of such residences. Each of the units for which provision is made by the condominium documents shall be occupied only by a single family as its residence and for no other purpose.

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2. Pets: The only pets permissible in the condominium shall be household pets, which pets shall be kept in the units and any time the pets are taken outside the units, the pets shall be kept on a leash. At no time shall pets be permitted to be outside the units without a leash and no unit owner shall have more than one pet bird and cat or dog, that is, a unit owner may have a pet bird and cat or dog, and no more of either shall be permissible.

3. Nuisances: No nuisances shall be allowed upon the condominium property, nor any use of practice which is the source of annoyance to unit owners or which interferes with peaceful possession and proper use of the units by their owners. All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist.

4. Lawful Use: No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property or any part thereof shall be the same as the responsibility for the maintenance and repair of the property concerned.

5. Leasing: Entire units may be rented without the approval of the Association, provided the occupancy is only by the lessee and his family. The unit owner desiring

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to rent his unit must give notice thereof to the Association prior to the commencement of the leasehold and must inform the Association of the name of the lessee and the terms of the lease. No rooms may be rented and no transient tenants accommodated.

6. Regulations: Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by not less than two-thirds (2/3) of the entire membership of the Association before such shall become effective. All occupants of units, whether owners or lessees, must conform to and obey all such regulations. Copies of such regulations and amendments thereto shall be furnished by the Association to all unit owners and residents of the condominium upon request.

7. Water Shutoff/Liability for Damage: Whenever a unit will be unoccupied for forth-eight (48) or more hours, the water valve serving such unit must be shut off thereby shutting off water service to the unit. The Association shall have the right, but not the obligation, to verify whether the water valve has been shut off and if it has not, the Association may take such action as it deems necessary to shut the valve off and all costs and expenses incurred in such action shall be charged against the unit and the owner thereof which charges shall be secured by a lien against the unit in favor of the Association enforceable in the same manner as a lien for common expenses, which lien shall also secure interest at the highest rate allowed by law and all attorneys' fees incurred by the Association incidental to the preparation, recordation and enforcement of such lien. All such costs and expenses shall also be the personal obligation of the unit owner. Additionally, in the event of any damage to the common elements, or any portion of the condominium property which the Association is obligated or authorized to maintain or repair, as a result of the failure to shut off the water valve to a unit as required under this paragraph, or as a result of any act, omission or negligence by the unit owner or any lessee or occupant of a unit, or any family member, guest or invitee thereof, the unit owner shall be liable for all costs and expenses incurred by the Association in maintaining, repairing or restoring the damaged condominium property, which costs and expenses shall be a lien against the owner's unit enforceable in the same manner as the Association's lien for common expenses, which lien shall secure interest and all attorneys' fees incurred by the Association in the preparation, recordation and enforcement of such lien. Such costs and expenses shall also be the personal obligation of the unit owner. (Added, November, 2007)

I. Conveyances: In order to assure a community of congenial unit owners and thus preserve and protect the value of the condominium parcels, the conveyance, sale, leasing and mortgaging of the condominium parcels shall be in accordance with the following terms and conditions;

1. Sales or Lease: No unit owner may dispose of a unit or any interest therein by sale, conveyance, assignment or lease for a term of more than three years without the approval of the Association, except to another unit owner. The approval of the Association shall be obtained in the manner hereinafter provided:

- (a) Notice to Association: A unit owner intending to make a bona fide sale of his unit or a lease for a term of more than three (3) years or any interest therein shall give written notice to the Association of such intention, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require, including the names and addresses of all corporate stockholders, officers

and directors of potential corporate purchasers or lessees and the full terms of the proposed transaction.

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(b) Election of Association: Within thirty (30) days after receipt of such notice, the Association shall either approve the proposed transaction or furnish a purchaser or lessee approved by the Association who will accept the transaction upon terms as favorable to the seller as the terms stated in the notice, provided that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of approval within which to close the transaction. If the transaction is not concluded within said thirty (30) days, the approval of the Association must again be obtained. Failure of the Association to either affirmatively approve the transaction or furnish a purchaser or lessee within thirty (30) days shall constitute approval of the proposed transaction. The approval of the Association shall be in recordable form and shall be delivered to the purchaser or lessee and recorded in the Public Records of Martin County, Florida. The approval of the Association by failure to act shall be confirmed in recordable form at the request of the purchaser or lessee and shall be delivered upon request to said purchaser or lessee.

2. Exceptions: The approval of the Association of the disposal or sale of a unit as required in Paragraph VII, I, 1, above shall not be required if the transaction is one of the following:

(a) Conveyance to Mortgagee: An approved mortgagee as specified in Paragraph VII, I, 3, hereof may accept a conveyance to a unit in lieu of instituting foreclosure proceedings if a default exists on the mortgage affecting the particular unit.

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(b) Judicial Sale: Any person may become the owner of a unit by purchasing said unit at a public sale held pursuant to the order of a court of competent jurisdiction.

(c) Sale by Mortgagee: In the event the proposed sale or lease is by a previously approved mortgagee as specified in Paragraph VII, I, 3, hereof, the provisions of Paragraph VII, I, 1, shall be applicable except that the Association shall have fifteen (15) days to either approve the proposed transaction or to agree in writing to purchase the unit from the mortgagee by the same terms as offered by the mortgagee to the proposed purchaser.

3. Mortgage: No unit owner may mortgage his unit or parcel nor any interest therein without the approval of the Association except to a bank, life insurance company, or federal savings and loan association. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

4. Liens: Unit owners shall comply strictly with the following provisions in regard to liens and lawsuits:

(a) Protection of Property: All liens against a unit other than for permitted mortgages, taxes or special assessments, will be satisfied or otherwise removed within thirty (30) days from the date the lien attaches. All taxes and special assessments upon a unit shall be paid before becoming delinquent.

(b) Notice of Lien: 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.

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(c) Notice of Suit: A unit owner shall give notice to the Association of every suit or other proceeding which may affect the title to his unit, such notice to be given within five (5) days after the unit owner received knowledge thereof.

J. Transactions of the Owner: None of the restrictions, conditions or limitations relative to the sale or leasing of units herein contained shall be applicable to conveyances, sales or leases to bona fide purchasers or lessees by the Developer.

K. Unauthorized Transactions: Any conveyance, sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration and consummated as herein provided shall be null and void unless subsequently approved by a majority of the Board of directors of the Association and evidenced by written instrument executed by the President and Secretary of the Association and recorded in the Public Records of Martin County, Florida.

L. Compliance and Default: Each unit owner shall be governed by and shall comply with the terms of this Declaration; the condominium documents; the regulations adopted pursuant thereto as said documents and regulations may be amended from time to time. A default in such compliance shall entitle the Association or other unit owners the following relief:

1. Legal Proceedings: Failure to comply with any of the terms of the condominium documents and regulations adopted pursuant thereto shall be grounds for legal relief, including but not limited to an action to recover sums due for damages or injunctive relief or both, and which actions may be maintained by the Association or in the proper case by an aggrieved unit owner or mortgagee.

(a) Levying Fines: The Association may levy reasonable fines against a unit owner for failure of the owner of the unit, or its occupant, licensee, or invitee, to comply with any provision of the Declaration, the Association Bylaws, or reasonable Rules of the Association as provided by the Florida Condominium Act. (Added 2003)

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2. Negligence: A unit owner shall be liable for the expense of any

maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family or his or their guest, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a unit or its appurtenances.

3. Costs and Attorneys= Fees: In any proceeding arising because of an alleged default by a unit owner, the prevailing party shall be entitled to recover costs of the proceeding and such reasonable attorney=s fees as may be awarded by the court.

4. No Waiver of Rights: The failure of the Association or any unit owner to enforce any covenant, restriction or other provisions of the condominium documents shall not constitute a waiver of the right to do so thereafter.

M. Amendment: All amendments to this Declaration and the condominium documents shall be made as prescribed by the laws of the State of Florida, and the following provisions:

1. Declaration of Condominium: Amendments to the Declaration shall be proposed to and adopted by the Association in the following manner:

(a) Notice: Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting of the association at which a proposed amendment is considered.

(b) Resolution: A resolution adopting a proposed amendment may be proposed by either the Board of Directors of the Association or by the unit owners meeting as members of the Association, and after being proposed and approved by one of such bodies it must

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be approved by the other. Directors and unit owners not present at the meeting considering the amendment may express their approval in writing. Such approval must be by a majority of the directors and by not less than two-thirds (2/3) of the members of the Association. There shall be no amendment of Paragraph VII, J, without the express written consent of owner. No amendment of this Declaration shall in any way discriminate against any unit owner nor against any unit or group or class of units unless all unit owners so affected shall consent thereto in writing.

(c) Recording: A copy of each amendment shall be certified by the appropriate officer or officers of the Association as having been duly adopted and shall be effective when duly recorded in the Public Records of Martin County, Florida.

2. Association Charter and By-Laws: The Articles of Incorporation and the by-laws of the Association shall be amended in the manner provided by such documents not inconsistent with the laws of the State of Florida.

N. Termination: The condominium shall be terminated in the manner prescribed by the laws of the State of Florida.

1. Destruction: In the event it is determined in the manner elsewhere provided that none of the apartment buildings shall be reconstructed after casualty, the condominium plan of ownership shall be terminated. The determination not to reconstruct after casualty shall be evidenced by a certificate of the Association certifying as to facts affecting the termination, which certificate shall become effective upon being duly recorded in the Public Records of Martin County, Florida.

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2. Shares of Owners after Termination: After termination of the condominium the unit owners shall own the condominium property as tenants in common in undivided shares, and their respective mortgagees and liens shall have mortgages and liens upon the respective undivided shares of the unit owners. Such undivided shares of the unit owners shall be in the percentage shares of the common expenses borne by the particular units as set forth in Paragraph VII, D, 1.

O. Covenants Running with the Land: All provisions of the condominium documents shall be construed to be covenants running with the land, and with every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto; and every unit owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of the condominium documents.

P. Severability: The invalidity of any covenant, restriction, or other provision of the condominium documents shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, STUART LAND DEVELOPMENT, INC., and LITTLE OCEAN CLUB CONDOMINIUM, INC., have caused this Declaration to be executed by their Presidents and their seals to be affixed by their Secretaries, the day and year first above written.

Signed, sealed and delivered in the presence of:

STUART LAND DEVELOPMENT, INC

(Signature) By
Signature

(Signature)
Vice President

(Signature) Attest
Signature

(Signature)
Secretary

Signed, sealed and delivered in the presence of:

LITTLE OCEAN CLUB CONDOMINIUM, INC.

(Signature) By
Signature

(Signature)
Vice President

(Signature) Attest
Signature

(Signature)
Secretary