

payable jointly to the Owner and mortgagees in accordance with each Unit's undivided interest in the Common Surplus of the Association.

(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 by 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 purpose 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 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, Lease 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

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 (5) 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. The Board shall exercise this right of first refusal only for a valid reason that serves the best interest of the Association and its members.

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 sale, transfer or approval in excess of the expenditures reasonably required for credit report expenses which shall not exceed fifty dollars (\$50.00).

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 these perspective 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 transferrer 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 or sale by an Institutional Mortgagee that so acquires its title; nor shall such provisions apply to a transfer or sale by 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 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.

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.

15.17 All leases shall be deemed to include a clause requiring the tenant to comply with all terms and conditions of the Condominium Documents. No consent shall be required for leases. The minimum term of a rental shall be thirty (30) days.

#### 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 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 in accordance with the Articles of Incorporation and By-Laws. The officers and directors of the Association have a fiduciary relationship to the Unit Owners in accordance with the Articles of Incorporation and By-Laws.

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 of 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 approval as required by law or the instrument creating the easement.

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, utilities for the entire Condominium, 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 Exhibit "B" to 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.

20.04 The cost of a master antenna television system or duly franchised cable television service supplied pursuant to a bulk contract shall be deemed a Common Expense in accordance with Section 718.115 of the Florida Statutes.

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

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 Assessment, Special Assessments which are due for the subsequent quarter of the fiscal year in which the Association is entering.

(3) Subject to the provisions of Article 21.06 hereof, 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 The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited as set forth in Section 718.116, Florida Statutes 1994. Notwithstanding anything contained in this Declaration to the contrary, future amendments to the Condominium Act regarding the liability provided for herein shall not be incorporated by reference in this Declaration.

21.07 No person may acquire an interest in a Unit, except through foreclosure of a first mortgage or 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 and except that the Developer may be excused from the payment of its share of the Common Expenses while its guarantee is in effect.

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 purposes consistent with the laws of government 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 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 during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to another Unit or Units. If no key has been provided to the Association, then the expense of entry into a Unit for emergency purposes shall be borne by the Owner of the Unit.

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, air conditioning systems or electrical wiring within a Unit, except by plumbers, repairmen or electricians authorized to do such work by the management of the Association. Plumbing, air conditioning 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, air conditioning repairs and electrical wiring within the Common Elements. The Association shall have the right to exclude any unauthorized repairmen from the Condominium.

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 Not replace and/or remove screens, жалousies 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.

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

22.14 Except as otherwise provided herein, not divide or subdivide a Unit for purpose of sale or lease. Notwithstanding the foregoing, a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit. Such a combination shall be for occupancy only and shall not be deemed an amendment to the Declaration. Further, any such combination shall not materially alter the configuration of a Unit.

22.15 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. The exterior appearance of all window coverings shall be white in color.

22.16 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.

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

22.18 Pets may be kept in a Unit. No pet shall be allowed to commit a nuisance in any public portion of the Condominium building or grounds. The term "pets" shall be limited to dogs, cats, birds and tropical fish. All other animals are expressly forbidden unless otherwise allowed by the Association. The total weight of all pets belonging to a Unit Owner shall not exceed twenty five (25) pounds. No more than three (3) pets are

allowed per Unit, tropical fish excluded. Pets shall not be allowed on the balcony of a Unit unless the Unit Owner is present.

22.19 The Board of Directors shall have the right to promulgate rules and regulations regarding soundproofing of floors in connection with the installation of floor coverings.

22.20 The Association shall provide after turnover all residents with picture identification.

22.21 In order to provide for proper safety, food or beverages shall be consumed at the pool only in the area designated by the Association.

22.22 No radios or tape recorders may be played at the pool by any resident or guests of the property.

22.23 Pool chairs may not be removed from the pool deck.

22.24 All residents must provide proper identification to gain access to the pool.

22.25 No parties may be held on the pool deck or other Common Element without the approval of the Association.

22.26 Owners must accompany their guests to the pool at all times. No more than two (2) guests are permitted at any time.

22.27 Other than the Developer, Owners may not do any construction or renovation without written notification to the Association at least seventy-two (72) hours in advance. The Association may reasonably restrict the time and manner of construction, except as it relates to the Developer. Other than the Developer, Unit Owners must provide the Association with a \$500.00 security deposit prior to commencing construction or renovation. Additionally, while the Developer maintains a construction dumpster on-site, all Unit Owners constructing or renovating their Units must pay to the Developer a nonrefundable fee of up to \$200.00 for use of the dumpster.

22.28 Other than the Developer, Owners must provide copies of proper permits, licenses and insurance certificates and plans and specifications to the Association before commencing with work. Owners must use only properly licensed workers.

22.29 Other than the Developer, all construction or renovation in Units may be done on Monday through Friday during the hours between 10:00 a.m. to 5:00 p.m.

22.30 Other than the Developer, contractors must reserve elevators to deliver materials to the Units.

22.31 Proper attire is required, including shirts and shoes, when walking through Common Elements.

22.32 No pets are permitted in the lobby or pool areas. Pets must be carried through the garage area and must be carried in designated service elevator.

22.33 Owners and residents must deposit their trash in the trash chute located on each floor.

22.34 Owners must provide security with at least one set of keys to their Unit(s), in case of emergency.

The Developer shall be exempt from all provisions herein requiring the consent of the Association. Notwithstanding anything contained herein to the contrary, the Developer shall not be exempt from the following: (1) requirements that leases or lessees be approved by the Association; (2) restrictions on the presence of pets; (3) restrictions on occupancy of Units based on age; and (4) restrictions on the type of vehicles allowed to park on the Condominium Property or Association property; however, the Developer and its designees shall have the right to be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance or marketing of Units, if such exemption is provided in the Condominium documents.

### 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 these have been conveyed to purchases; 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 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 an 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 in 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.

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 mortgagee 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 Loans Mortgage Corporation (FHLMC) established as of the date hereof. Specifically, the following provisions are hereby made a part of this Declaration:

"A first mortgagee upon request is entitled to written notification from the Association of any default in the performance by any Owner of any obligation under the condominium documents not cured within sixty (60) days. Additionally, 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 purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro rate share of

ownership of each Condominium Unit in the Common Elements;

"(c) partition or subdivide any Condominium Unit;

"(d) by act or mission, 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, replacement or reconstruction of such Condominium property."

#### XXV. 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. The same privileges will apply to tenants of all Unit Owners.

#### XXVI. Warranties

Pursuant to Section 718.618(7), F.S., the Developer is deemed to have granted to the purchaser of each Unit an implied warranty of fitness and merchantability for the purposes or uses intended, as to the roof and structural components of the improvements; as to fireproofing and fire protection systems; and as to the mechanical, electrical and plumbing elements serving the improvements, except mechanical elements serving only one unit. To the extent permitted by law, the Developer hereby specifically disclaims any other warranties whether expressed or implied. 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.

#### XXVII. 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 and accounting office and the Common Elements and certain Limited 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 parking spaces 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 an apartment operation and, accordingly, the Developer may continue such apartment 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 aforescribed in furtherance of such apartment rentals as the Developer may so desire.

#### XXVIII. Reservation of Name

The Developer reserves the right to use the name "SEA AIR TOWERS" 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.

#### XXIX. 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. Without limiting the effect of the foregoing sentence, pursuant to Section 718.1255(4), Florida Statutes, prior to the institution of Court litigation (whether to enforce an arbitration award or otherwise); the parties to a dispute shall petition the Division for nonbinding arbitration.

XXX. Miscellaneous

30.01 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.

30.02 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.

30.03 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.

30.04 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.

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

30.06 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. This section shall not affect the rights of an Owner of a Unit to which an "LA" Limited Common Element is appurtenant.

30.07 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 any and all persons claiming by, through or under any Unit Owners.

30.08 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 \_\_\_\_\_ day of \_\_\_\_\_, 199\_\_.

Signed, Sealed and Delivered  
in the Presence of:

CRESCENT HEIGHTS XLVI, INC., a  
Florida corporation

\_\_\_\_\_  
Print Name:

BY: \_\_\_\_\_

\_\_\_\_\_  
Print Name:

Name:  
Title:

STATE OF FLORIDA     )  
                                  ) SS.  
COUNTY OF            )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 199\_\_, by \_\_\_\_\_, as \_\_\_\_\_ of Crescent Heights XLVI, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced \_\_\_\_\_ as a type of identification and who did/did not take an oath.

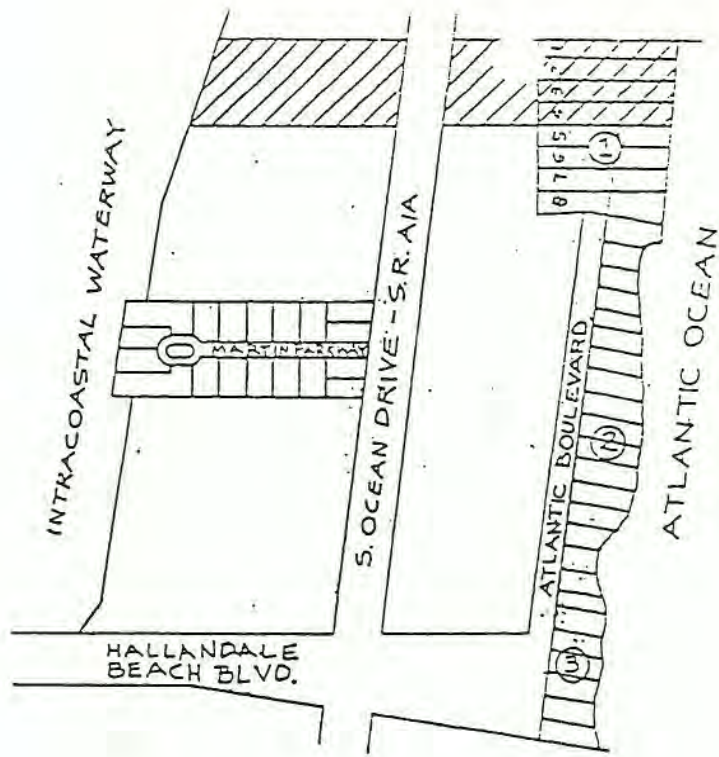
My commission expires:

\_\_\_\_\_  
Print Name:  
Notary Public, State of:  
Serial Number, if any:

EXHIBIT "A"

SEA AIR TOWERS, A CONDOMINIUM

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



LOCATION MAP

SCALE  
0 100 300  
FEET

I HEREBY CERTIFY: that on this 13th day of October, 1995, this Certification is made pursuant to 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 Common Elements, the Limited Common Elements (L.C.E.) and of each Condominium Unit can be determined from these materials.

Zurwelle-Whittaker, Inc.

By:

*James D. Reeves* 10-27-95  
James D. Reeves, President  
P.L.S. No. 2194, Florida

**NOTES:**

- 1- Each Condominium Unit 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 a 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 confines of a Condominium Unit are part of the Common Elements or Limited Common Elements 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 Electrical Conduits, Plumbing Pipes, Duct Telephone Lines and other facilities for the furnishing of utility Services to each Unit, Common Elements and Limited Common Elements (L.C.E.).
- 4- 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.
- 5- The following Units have been combined; Unit L-05 and Unit L-06, Unit 706, Unit 708, Unit 718, Unit 720, Penthouse Unit PH-6, Penthouse Unit PH-8, Penthouse Unit PH-18, Penthouse PH-20, The intent is to return the Units to an individual status as shown on the floor plans, however, any unit owner who wishes to separate combined units shall do so at his or her own expense.

SEA AIR TOWERS, A CONDOMINIUM

Zurwelle-Whittaker, Inc.  
Engineers & Surveyors  
420 Lincoln Road, Suite 601  
Miami Beach, Florida



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

That portion of the N.E. 1/4 of Section 26, Township 51 South, Range 42 East, described as follows:

Beginning at the Northeast corner of Section 26, Township 51 South, Range 42 East; thence, run Southerly along the East line of the said Section 26, a distance of 200 feet; thence, run Westerly 792.51 feet to a point on the East right-of-way line of the Intracoastal Waterway; thence, run Northeasterly along the East right-of-way line of said Intracoastal Waterway 200.7 feet to a point on the North line of said Section 26; thence, run Easterly along the North line of said Section 26, 722.13 feet to the Northeast corner of Section 26, Township 51 South, Range 42 East, being the point of beginning, except the right-of-way of State Road A-1-A which crosses said land from North to South:

Also, Lots 1, 2, 3 and 4 of Block 1 of SEMINOLE BEACH, a subdivision of Government Lot 1, Section 25 and Government Lots 1 and 2, Section 26, Township 51 South, Range 42 East, according to the amended plat thereof recorded in Plat Book 1, page 15, of the public records of Broward County, Florida; together with all riparian rights appertaining to all of the above described property.

LESS AND EXCEPT that portion of the above described property lying West of the West boundary line of Ocean Drive (S.R. A1A), HOWEVER

Together with Developers interest as Grantee under Easement Agreement recorded in Official Record Book 23850, page 655 of the public records of Broward County, Florida, described on page 4 of 39 hereof.

SURVEYORS CERTIFICATE

I HEREBY CERTIFY: that the "Sketch of Survey" of the above described property is true and correct to the best of my knowledge and belief, as recently surveyed under my 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. Ownership of this property is subject to an Opinion of Title. This survey meets the minimum technical standards for Land Surveys in the State of Florida, pursuant to Section 472.027, Florida Statutes and to Chapter 61G17 of the Florida Administrative Code as adopted by the Department of Professional Regulation, Board of Land Surveyor. This "Sketch of Survey" is not valid unless the embossed raised seal of the undersigned is affixed hereon.

Order No. 80268-95

Zurwelle-Whittaker, Inc.

By: *James D. Reeves* 12-15-95  
James D. Reeves, President  
P.L.S. No. 2194, Florida

NOTES:

- 1- The North Arrow and Bearings are referenced to those in the Deed Description.
- 2- The Survey Corners are evidenced as shown hereon.
- 3- The Elevation (El.) information is referenced to 0.00 feet, National Geodetic Vertical Datum, (N.G.V.D.), 1929.

LEGEND:

CBS = Concrete Block Stucco; Mens. = Measured; Rec. = Record; N. = North;  
S. = South; E. = East; W. = West; Mon. R-122 = Coastal Construction Control Line Reference Monument; Conc. = Concrete; Fl. = Floor; Typ. = Typical;  
F.P.&L. = Florida Power and Light

\* SEE SHEETS 3 AND 4 FOR SKETCH OF SURVEY

SEA AIR TOWERS A CONDOMINIUM

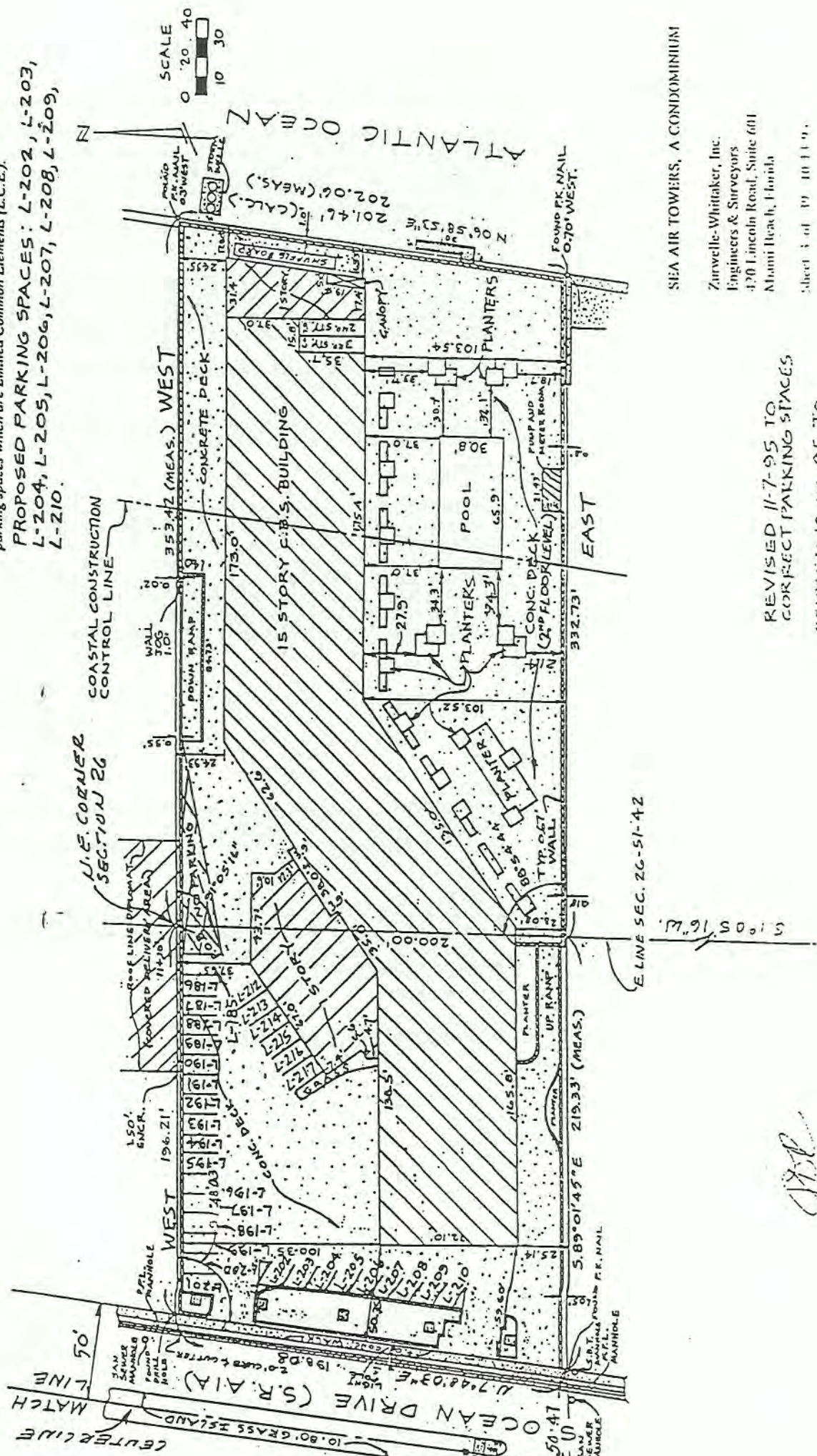
Rev. 11-9-95 As to Easement Agreement  
Rev. 12-15-95 As to legal description

Zurwelle-Whittaker, Inc.  
Engineers & Surveyors  
420 Lincoln Road, Suite 601  
Miami Beach, Florida

Sheet 2 of 39 10-15-95  
Rev. 10-20-95

All items shown hereon are Common Elements excepting the parking spaces which are Limited Common Elements (L.C.E.).

PROPOSED PARKING SPACES: L-202, L-203, L-204, L-205, L-206, L-207, L-208, L-209, L-210.



SEA AIR TOWERS, A CONDOMINIUM

Zurwelle-Whittaker, Inc.  
 Engineers & Surveyors  
 470 Lincoln Road, Suite 601  
 Miami Beach, Florida

Sheet 3 of 10 10119

REVISED 11-7-95 TO  
 CORRECT PARKING SPACES

REVISIONS TO 10119 OF TC

*Handwritten signature/initials*

Developers interest in Easement Agreement recorded in Official Record 23850, page 634 for the property described below.

Only 125 of the parking spaces shown are available to owners. Refer to Easement Agreement for Detail.  
**THIS IS A SKETCH OF AN AS-BUILT SURVEY ONLY.**

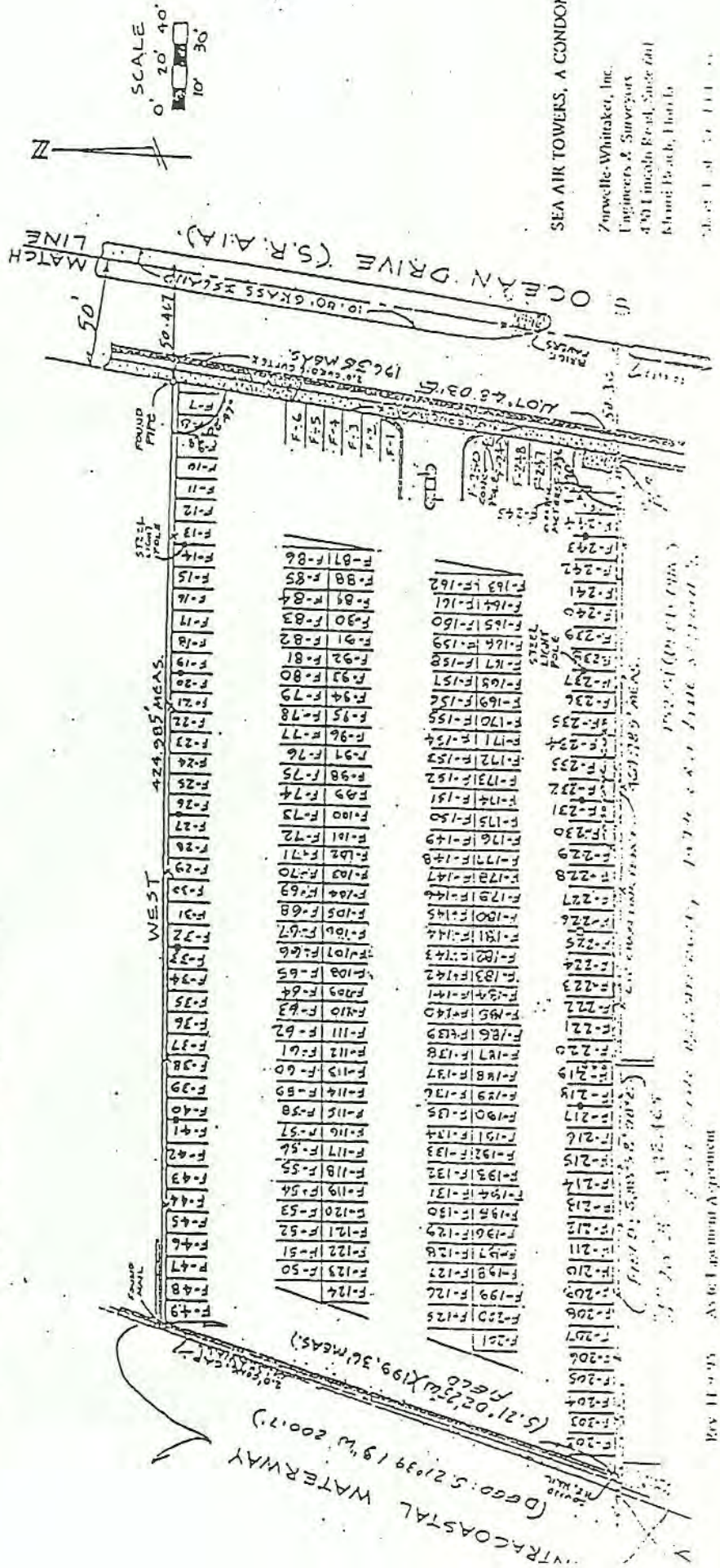
All items shown hereon are Common Elements.

That portion of the following described property lying West of West boundary line of Ocean Drive (S.R. A1A):

That portion of the NE 1/4 of Section 26, Township 51 South, Range 42 East, described as follows:

Beginning at the Northeast corner of Section 26, Township 51 South, Range 42 East; thence, run Southwesterly along the East line of the said Section 26, a distance of 200 feet; thence run Westerly 792.51 feet to a point on the East right-of-way line of the Intracoastal Waterway; thence, run Northeasterly along the East right-of-way line of said Intracoastal Waterway 200.7 feet to a point on the North line of said Section 26; thence, run Easterly along the North line of said Section 26, 722.13 feet to Northeast corner of Section 26, Township 51 South, Range 42 East, being the Point of Beginning (P.O.B.), except the right-of-way of State Road A1A which crosses said land from North to South;

Area described contains 81,360 square feet, more or less, or 1.960 acres, more or less.

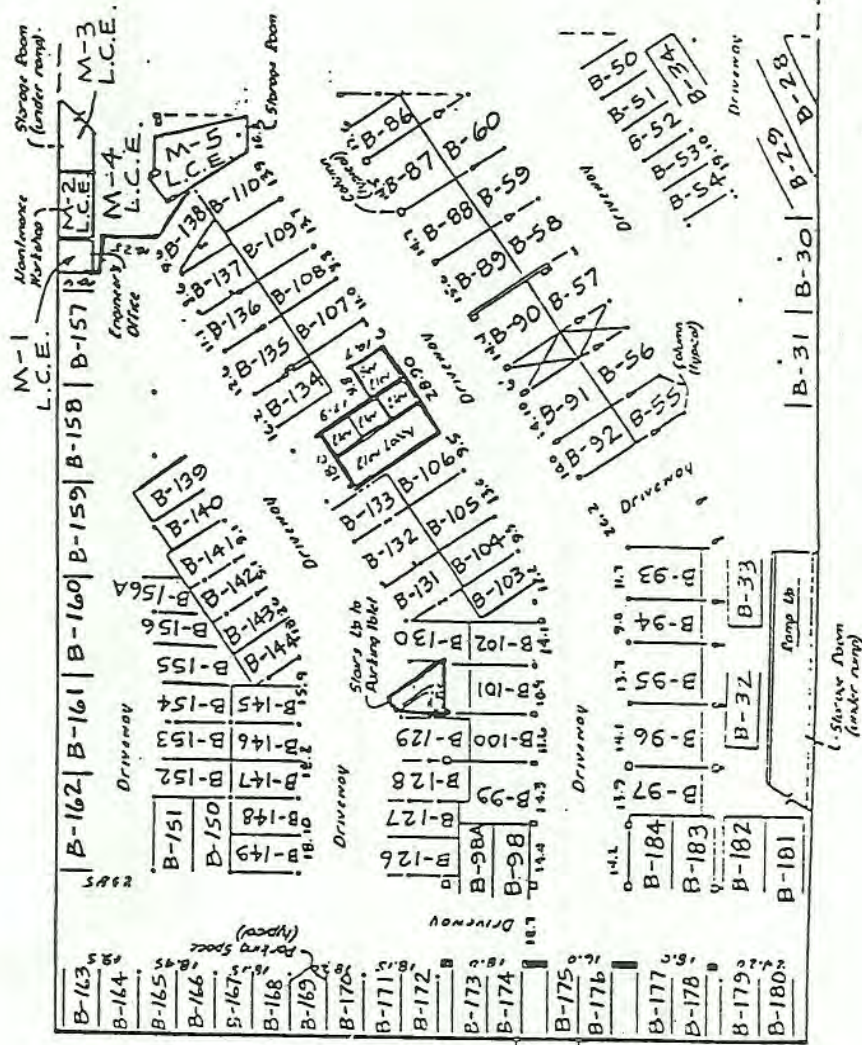


SEA AIR TOWERS, A CONDOMINIUM

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 Engineers & Surveyors  
 470 Lincoln Road, Suite 601  
 Miami Beach, Florida

All items shown hereon are Common Elements excepting the parking spaces which are Limited Common Elements (L.C.E.).

PROPOSED PARKING SPACES: B-98, B-98A & B-156A

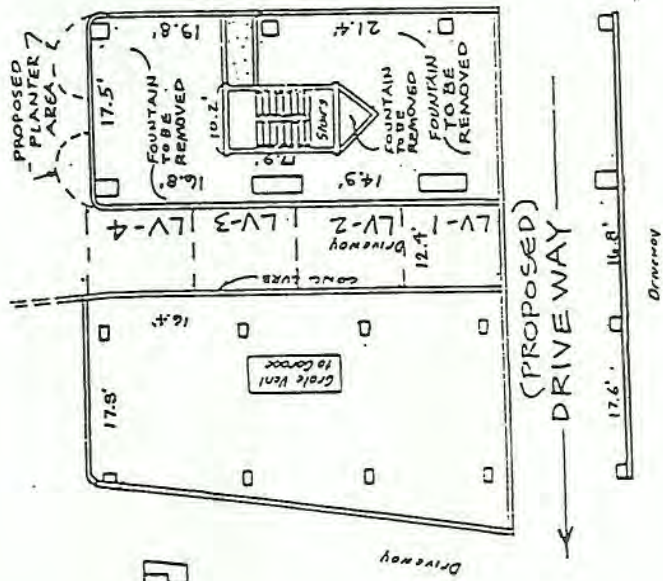
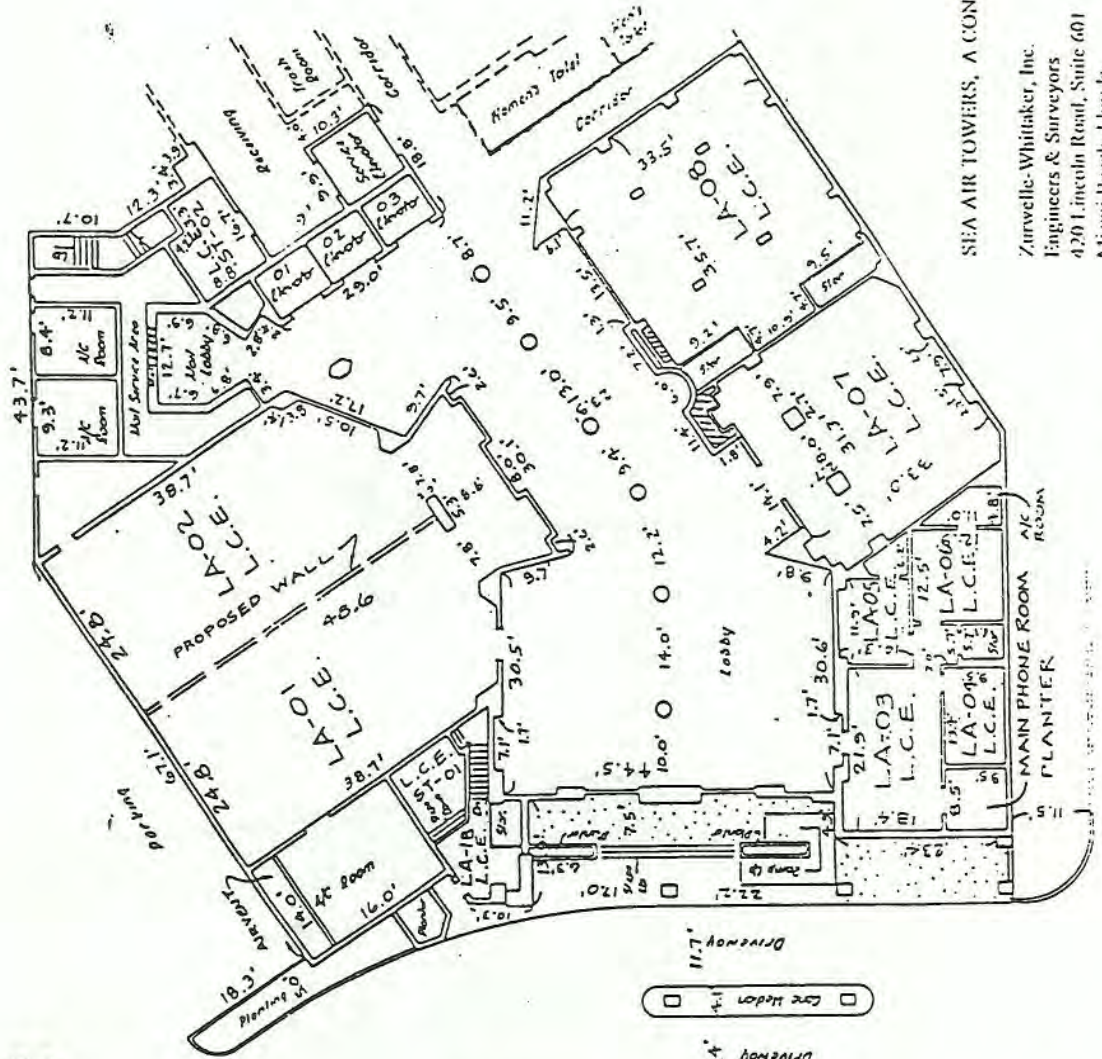


TOTAL 102 PARKING SPACES THIS SHEET  
 2 NEW PROPOSED PARKING SPACES  
 REVISED 11-13-95  
 CORRECT PARKING SPACES

ATL



All items shown hereon are Common Elements excepting therefrom the following items:  
 LV-1, LV-2, LV-3, LV-4 (Lobby Valet Parking); LA-01, LA-02, LA-03, LA-04, LA-05, LA-06,  
 LA-07, LA-08 & LA-18 (Lobby Areas); ST-01 & ST-02 (Storage), all being Limited Common  
 Elements (L.C.E.).



SEA AIR TOWERS, A CONDOMINIUM

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 Miami Beach, Florida

Sheet 7 of 10 1119

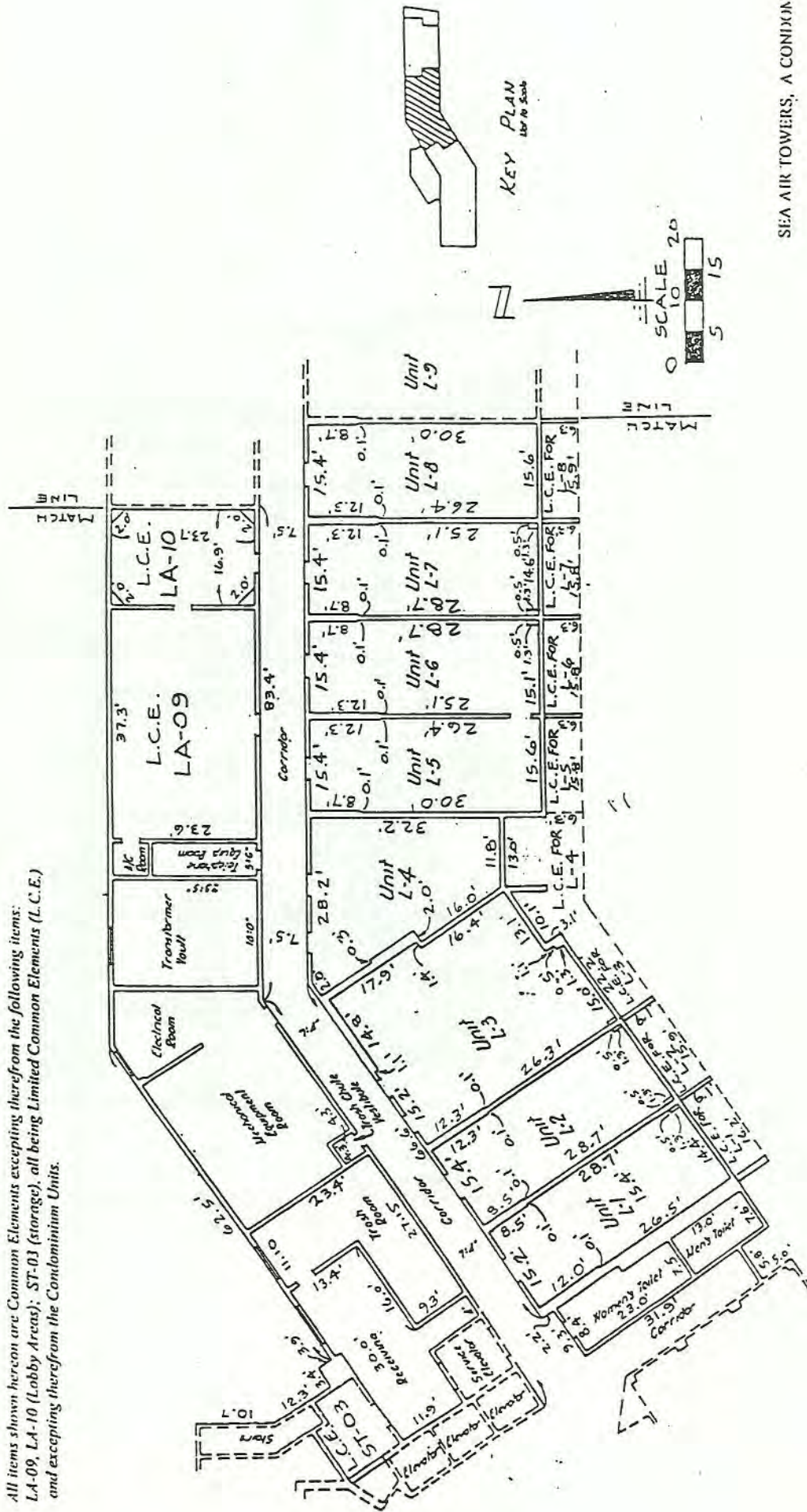
REVISED 11-7-95  
 TO REMOVE ROCK  
 PARTIALS & PRINTAIN  
 DRIVEWAY

111

TO REMOVE ROCK  
 PARTIALS & PRINTAIN  
 DRIVEWAY

*J.P.P.*

All items shown hereon are Common Elements excepting therefrom the following items:  
 LA-09, LA-10 (Lobby Areas); ST-03 (storage), all being Limited Common Elements (L.C.E.)  
 and excepting therefrom the Condominium Units.



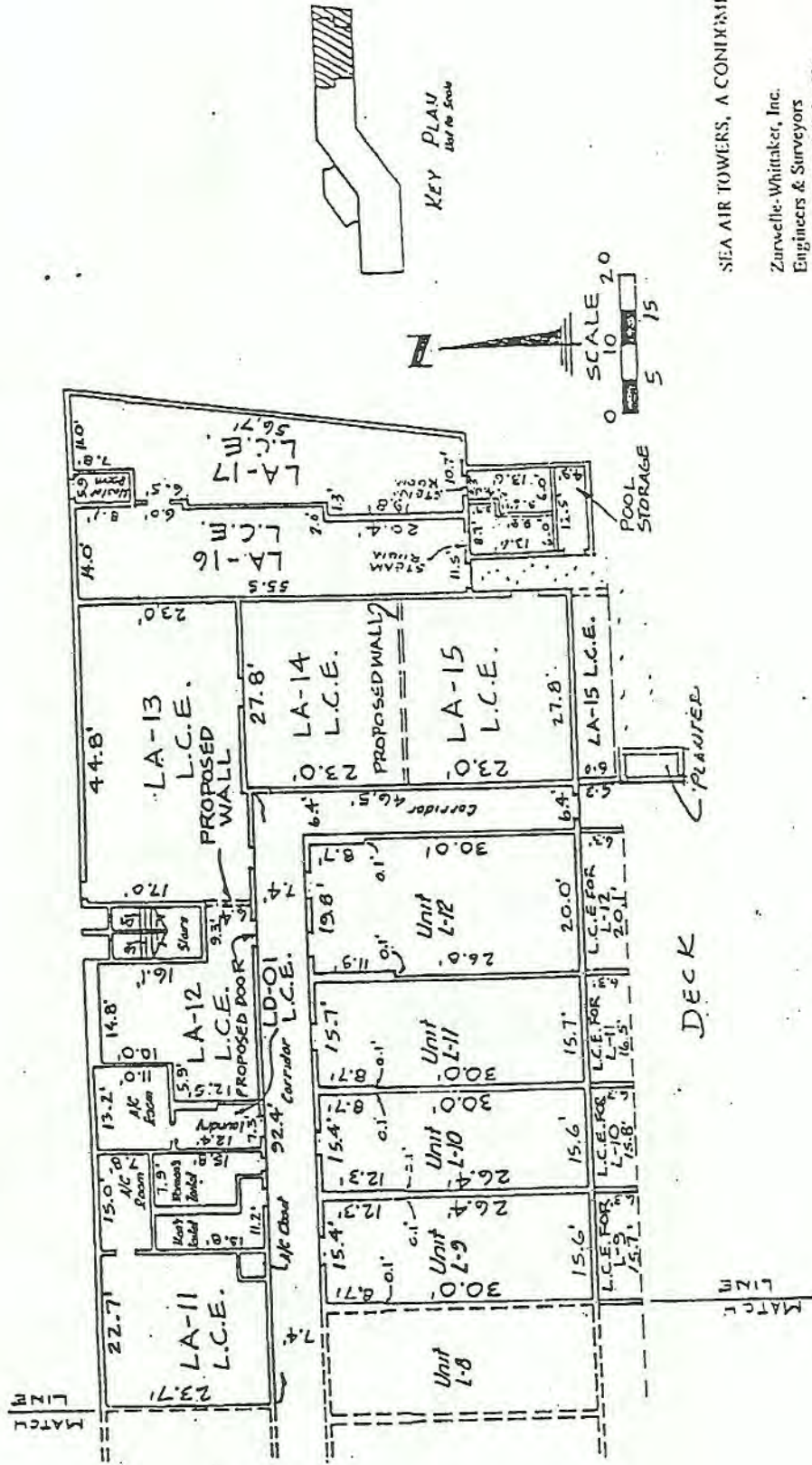
SEA AIR TOWERS, A CONDOMINIUM

Zurvelle-Whitaker, Inc.  
 Engineers & Surveyors  
 420 Lincoln Road, Suite 601  
 Miami Beach, Florida

Sheet 8 of 30 10-13-95

*Handwritten:* 10-13-95

all units shown herein are common elements excepting therefrom the following items: LA-11, LA-12, LA-13, LA-14, LA-15, LA-16, LA-17 & LA-18 (Lobby Areas); LD 1 (Laundry Room) all being Limited Common Elements (L.C.E.); also less and excepting therefrom the Condominium Units.



SEA AIR TOWERS, A CONDOMINIUM

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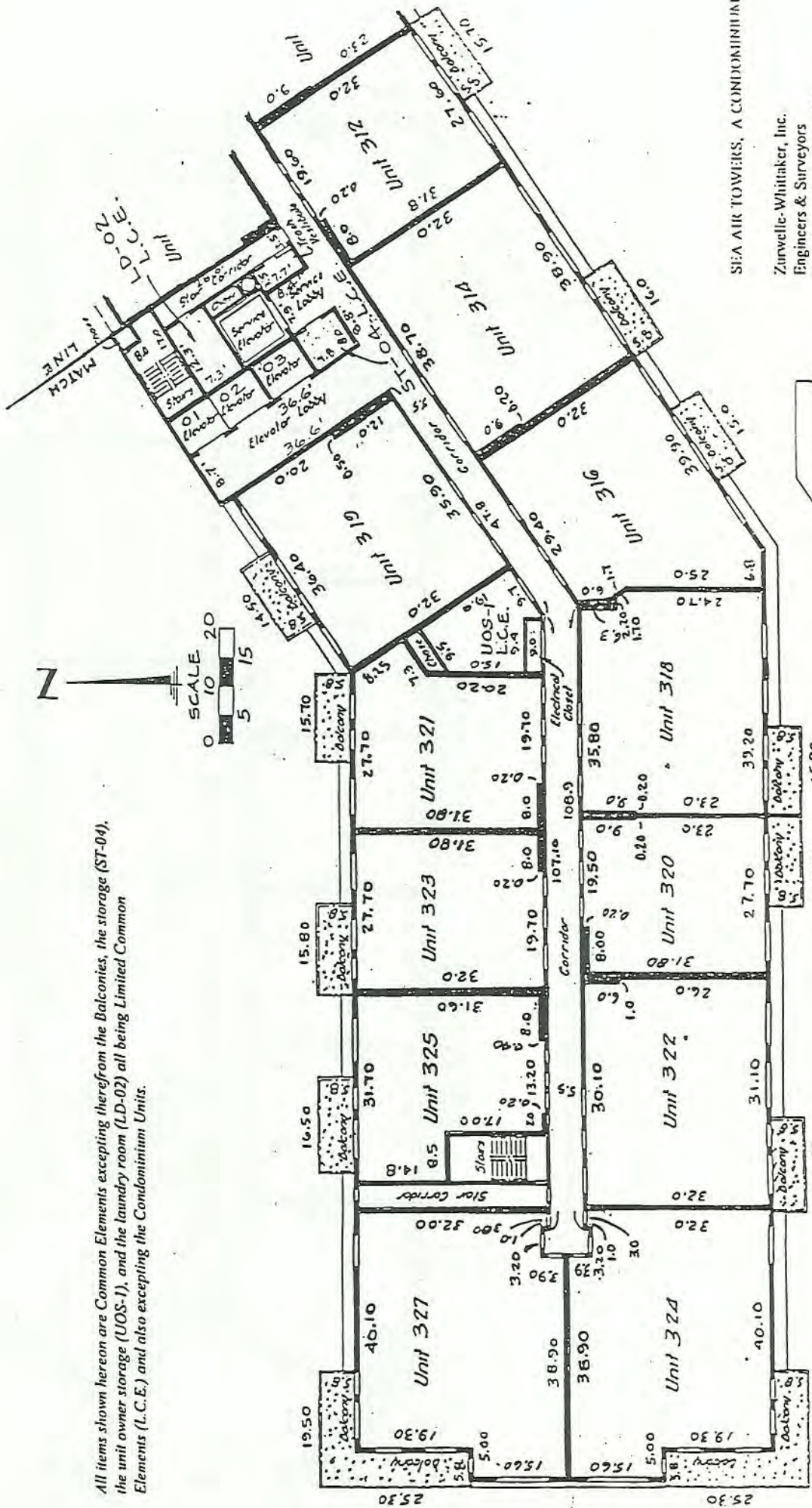
Sheet 9 of 39 10-13-95

REVISED 10-16-95 TO SHOW  
DIVIDING WALL BETWEEN  
LA-17 AND LA-13.

REVISED 1-30-96 REV. 1-25-96 TO SHOW  
TO SHOW LA-15 L.C.E. L.C.E. FOR LA-15



All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-04), the unit owner storage (UOS-1), and the laundry room (L.D-02) all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



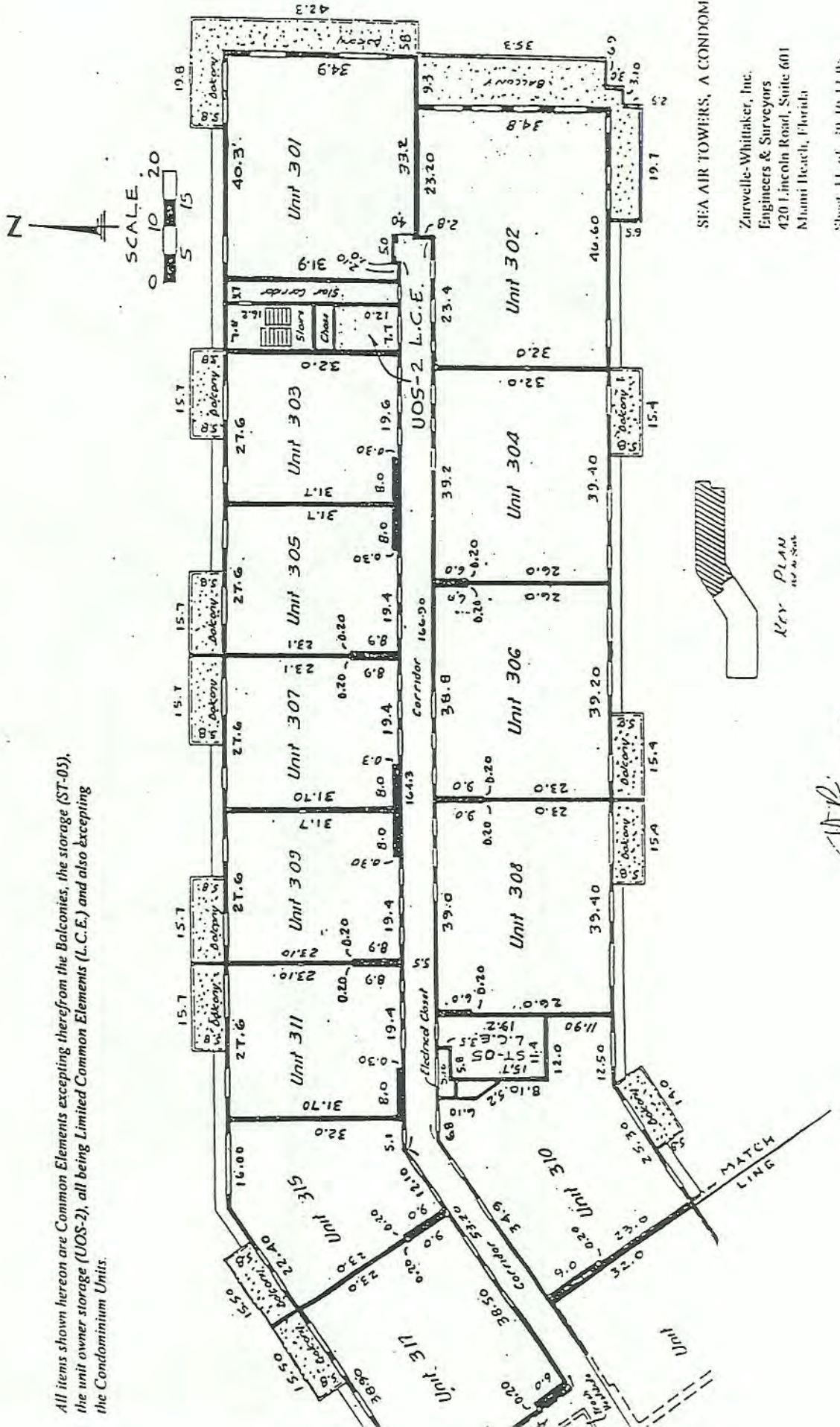
SEA AIR TOWERS, A CONDOMINIUM

Zurwelle-Whitaker, Inc.  
Engineers & Surveyors  
420 Lincoln Road, Suite 601  
Miami Beach, Florida

Sheet 10 of 19 10 11 93

1.13.15

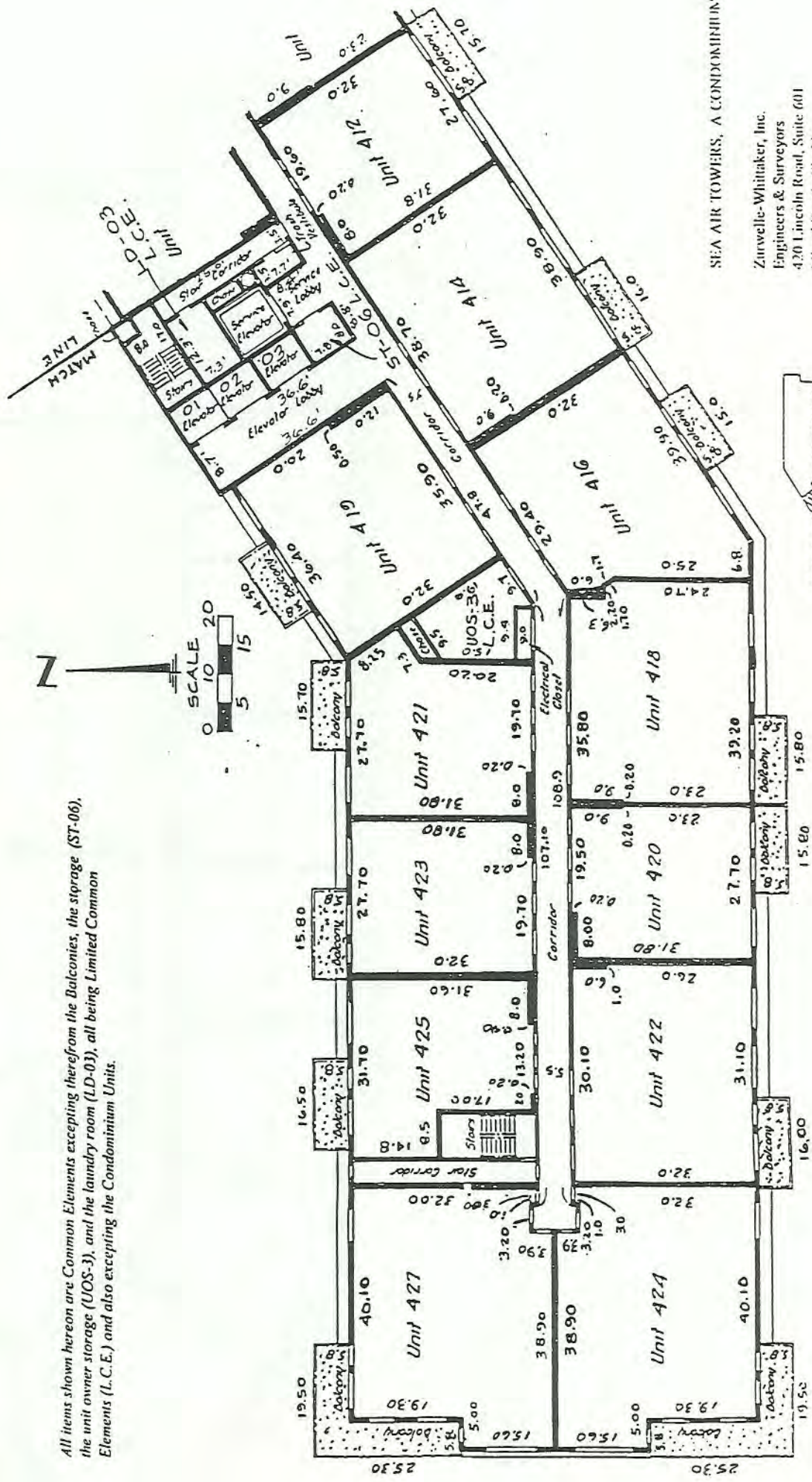
All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-05), the unit owner storage (UOS-2), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



SEA AIR TOWERS, A CONDOMINIUM

Zurwelle-Whittaker, Inc.  
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 4201 Incoln Road, Suite 601  
 Miami Beach, Florida

All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-06), the unit owner storage (UOS-3), and the laundry room (LD-03), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.

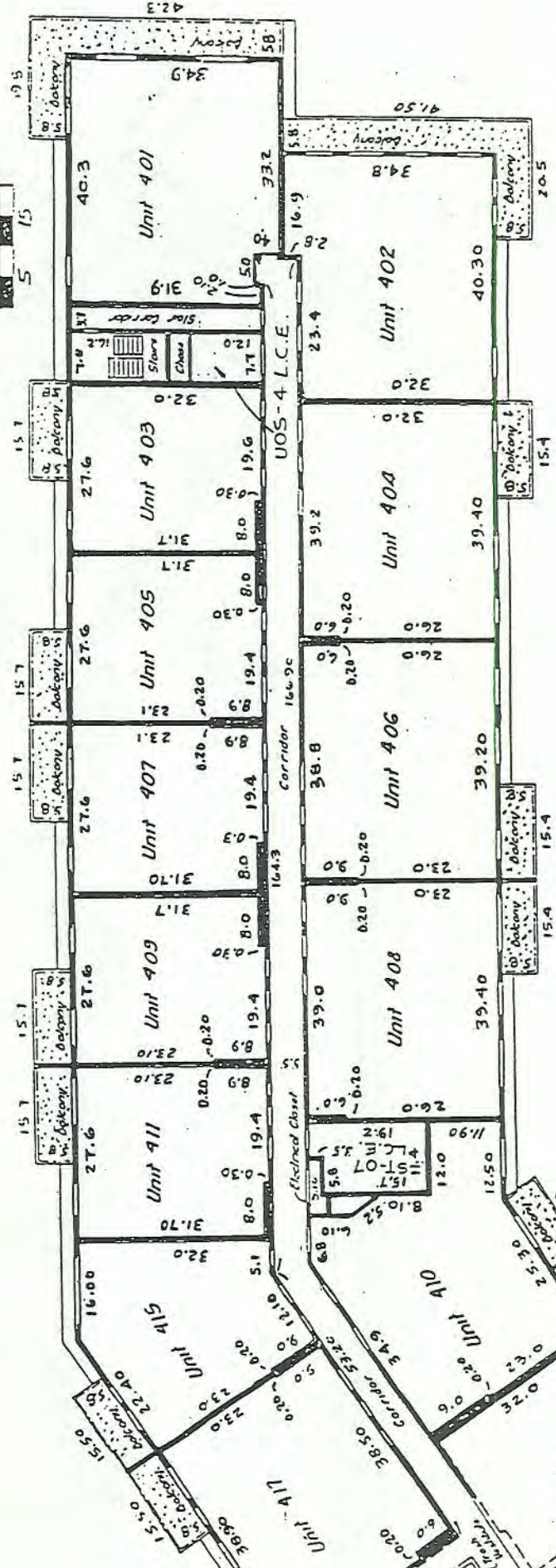


SEA AIR TOWERS, A CONDOMINIUM  
 Zurwelle-Whitaker, Inc.  
 Engineers & Surveyors  
 420 Lincoln Road, Suite 601  
 Miami Beach, Florida

*Handwritten signature and date:*  
 J.P.R.  
 10.13.75



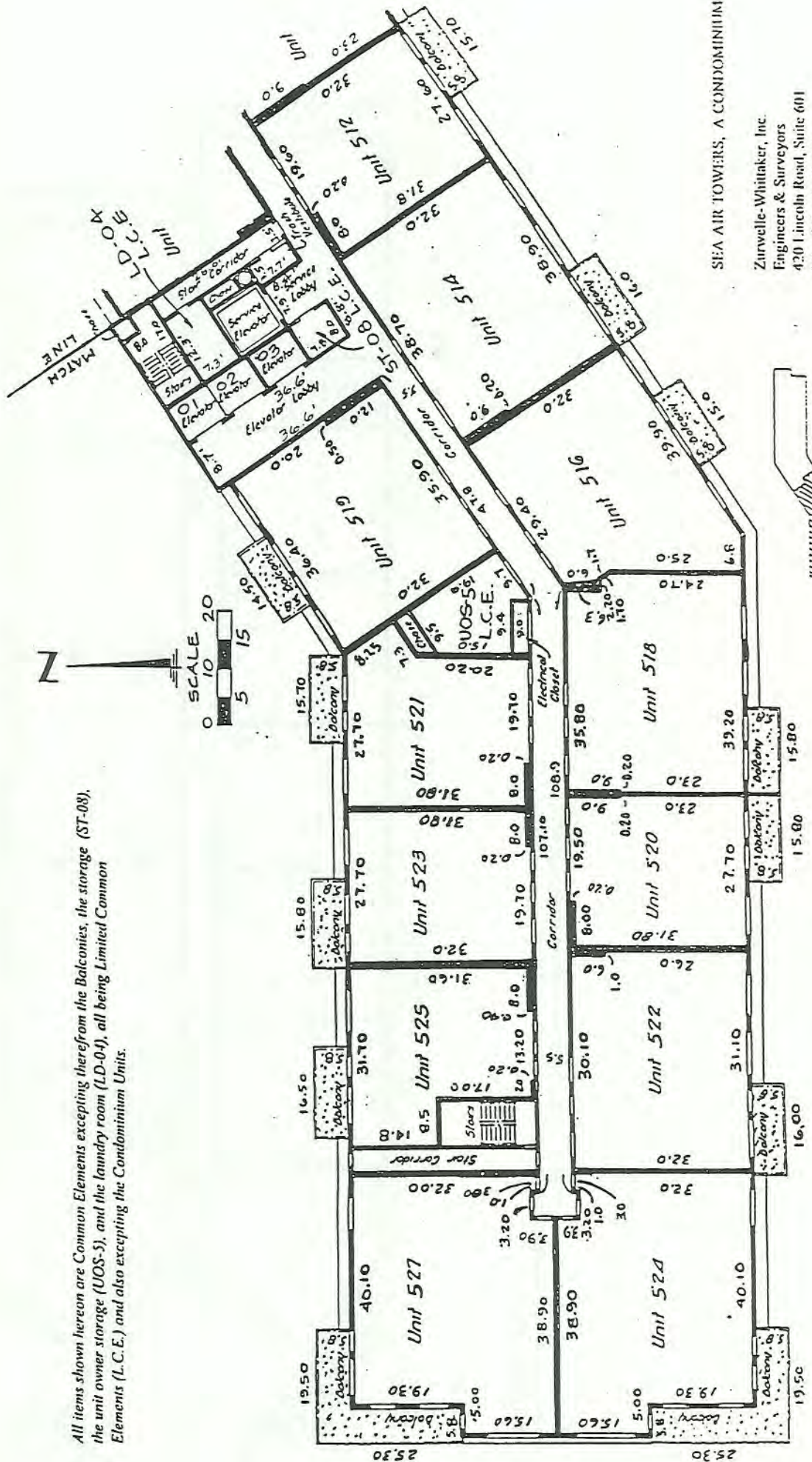
All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-07), the unit owner storage (UOS-4), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



SEA AIR TOWERS, A CONDOMINIUM

Zurwelle-Whittaker, Inc.  
 Engineers & Surveyors  
 420 Lincoln Road, Suite 601  
 Miami Beach, Florida

*JDR*



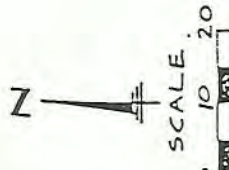
All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-08), the unit owner storage (UOS-5), and the laundry room (LD-04), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.

SEA AIR TOWERS, A CONDOMINIUM  
 Zurwelle-Whittaker, Inc.  
 Engineers & Surveyors  
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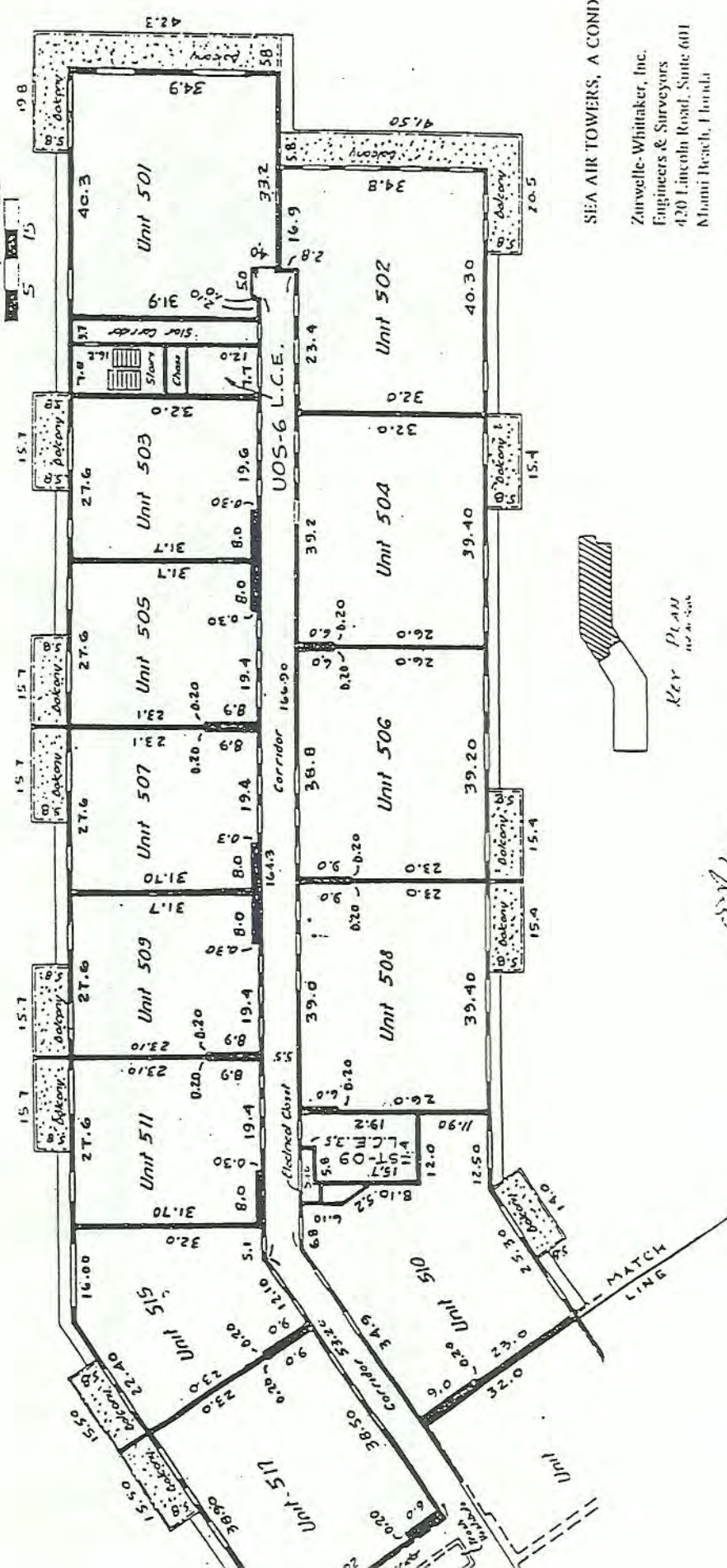
Sheet 11 of 19 10 13 95

10-13-95

10-13-95



All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-09), the unit owner storage (UOS-6), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.

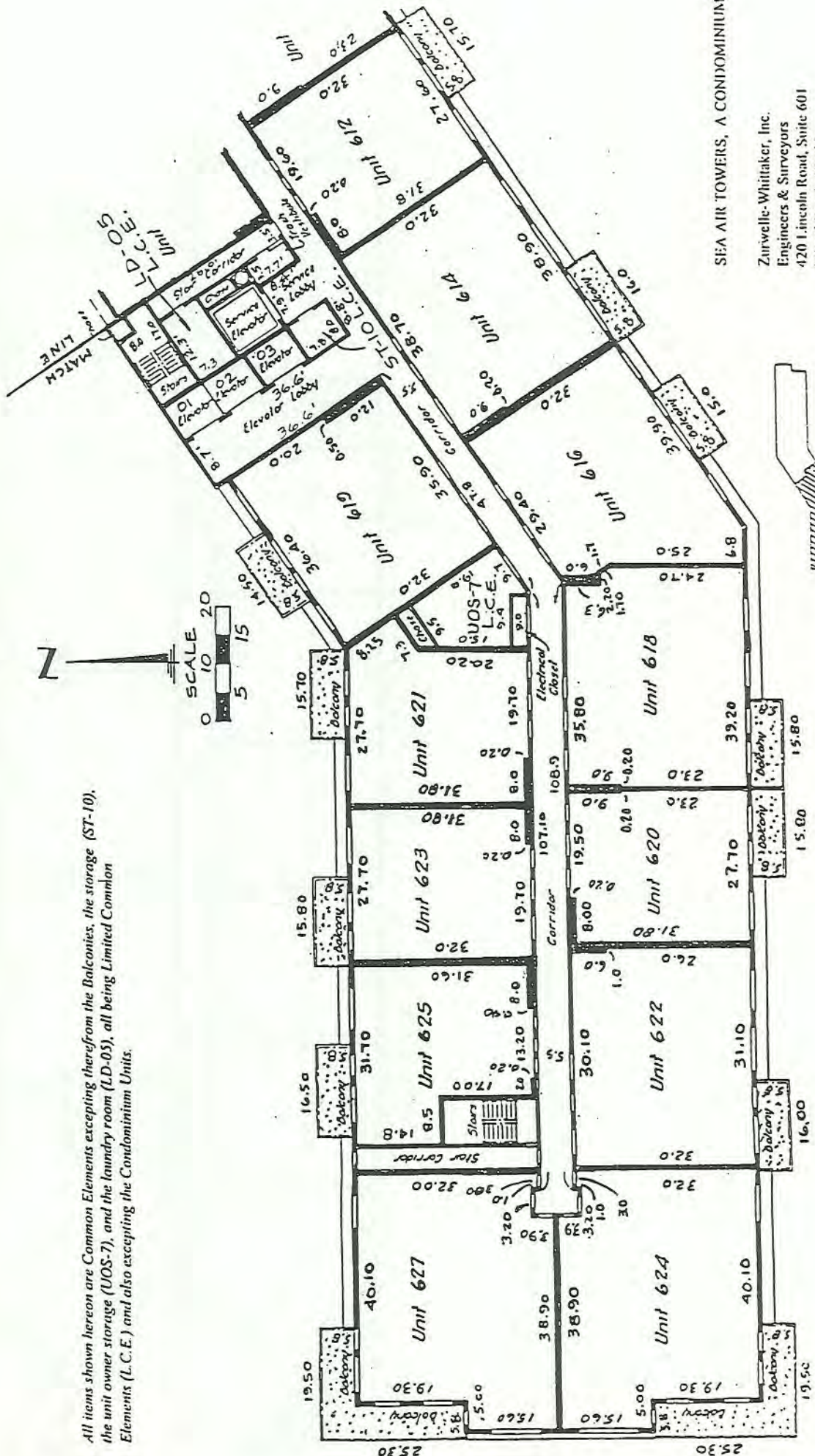


*Handwritten signature and date: JWC 12-13-95*

SEA AIR TOWERS, A CONDOMINIUM

Zurwelle-Whitaker, Inc.  
 Engineers & Surveyors  
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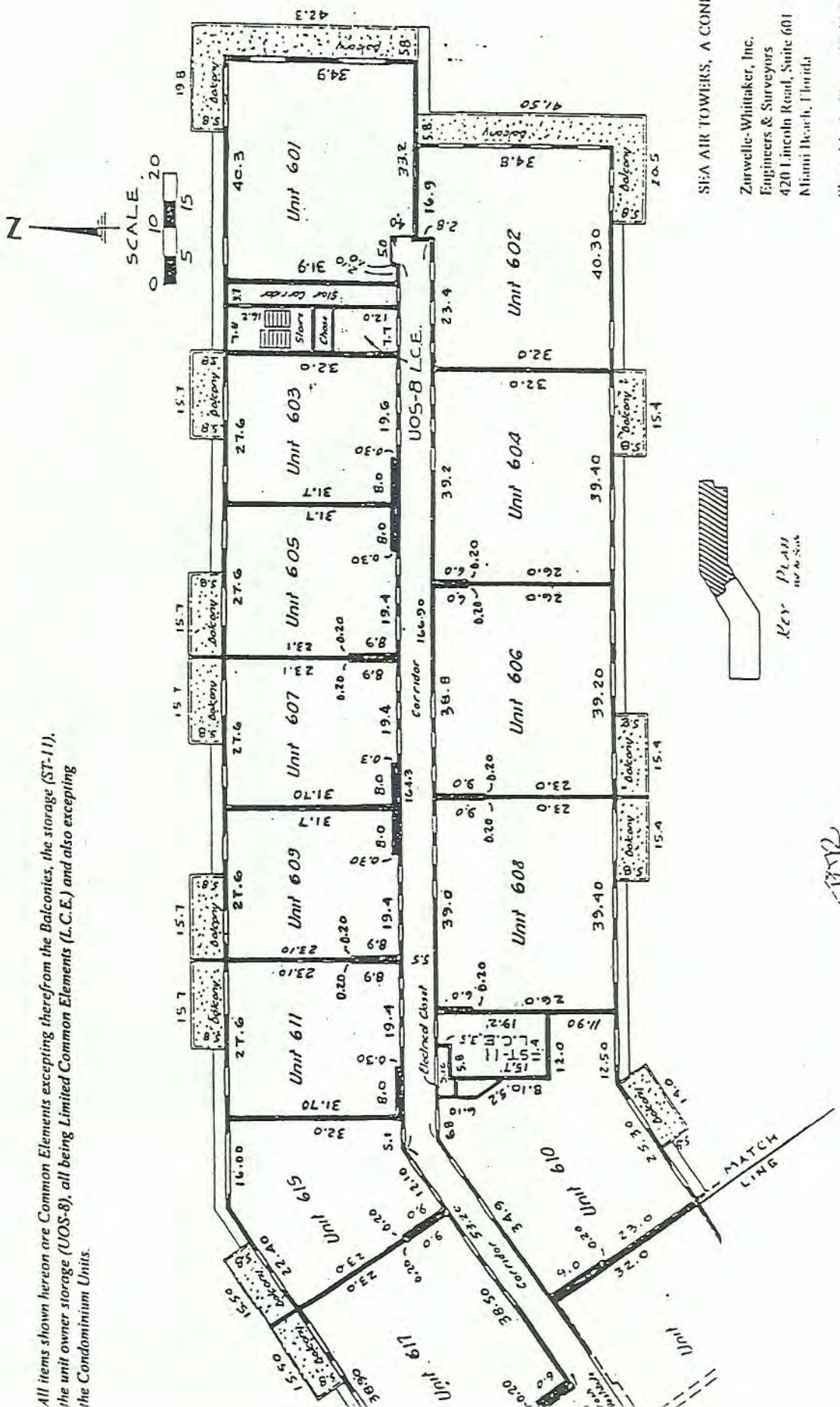
All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-10), the unit owner storage (UOS-7), and the laundry room (LD-05), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.

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All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-11), the unit owner storage (UOS-8), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



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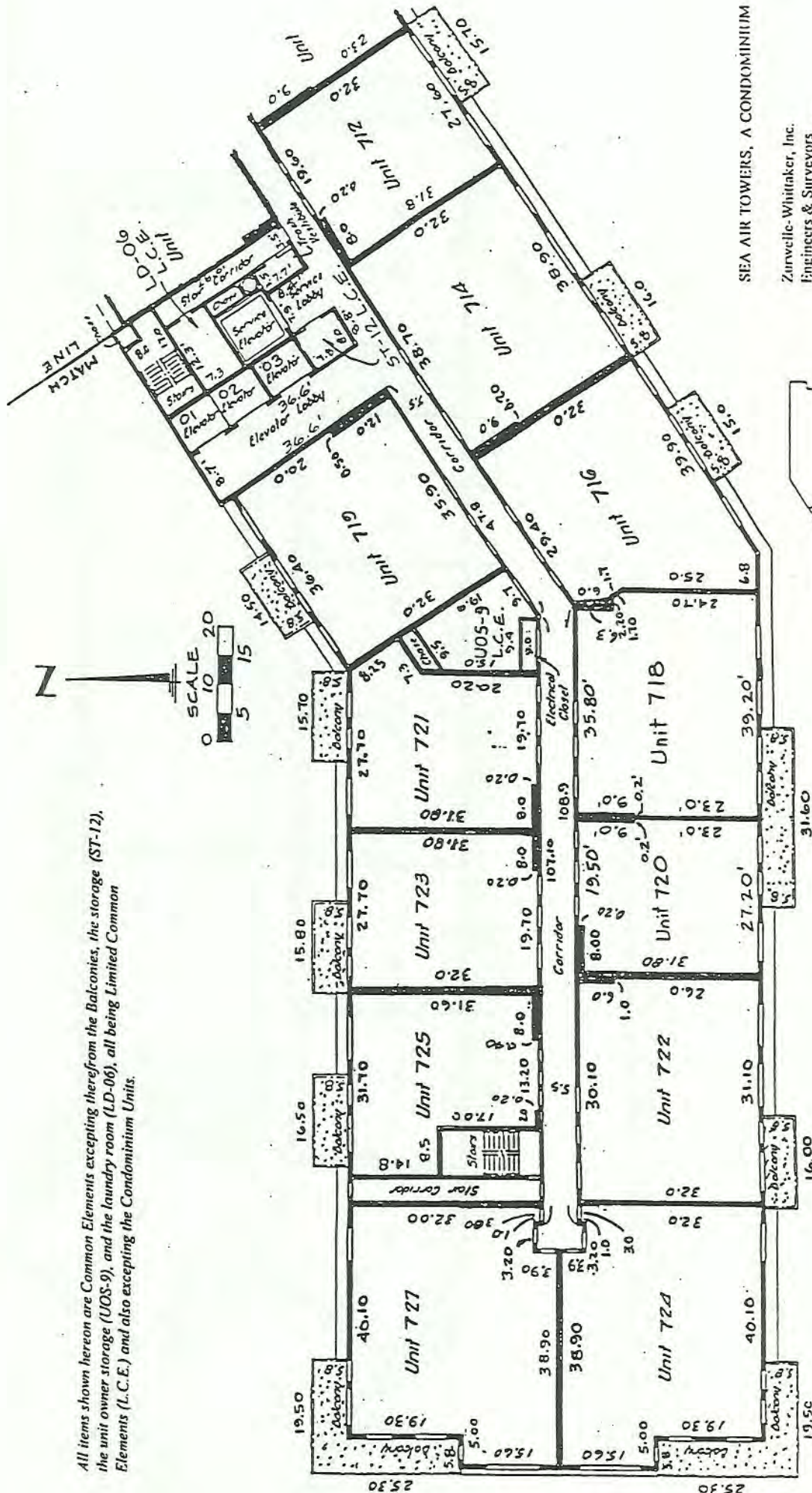
Zurwelle-Whittaker, Inc.  
 Engineers & Surveyors  
 420 Lincoln Road, Suite 601  
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7012  
12-15



All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-12), the unit owner storage (UOS-9), and the laundry room (LD-06), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



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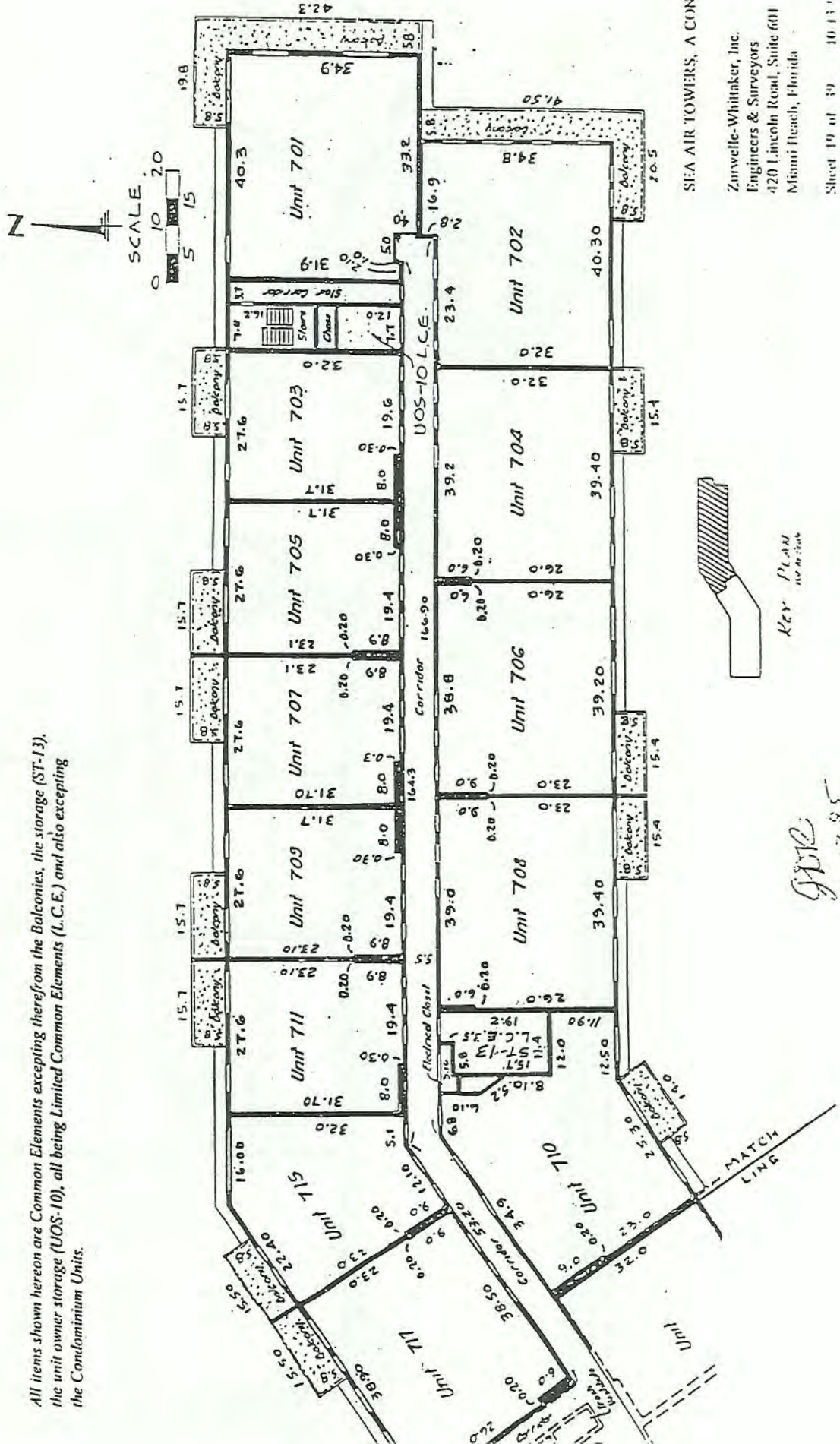
Zurvelle-Whittaker, Inc.  
 Engineers & Surveyors  
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Key Plan  
 10-13-95

JDL  
 10-13-95

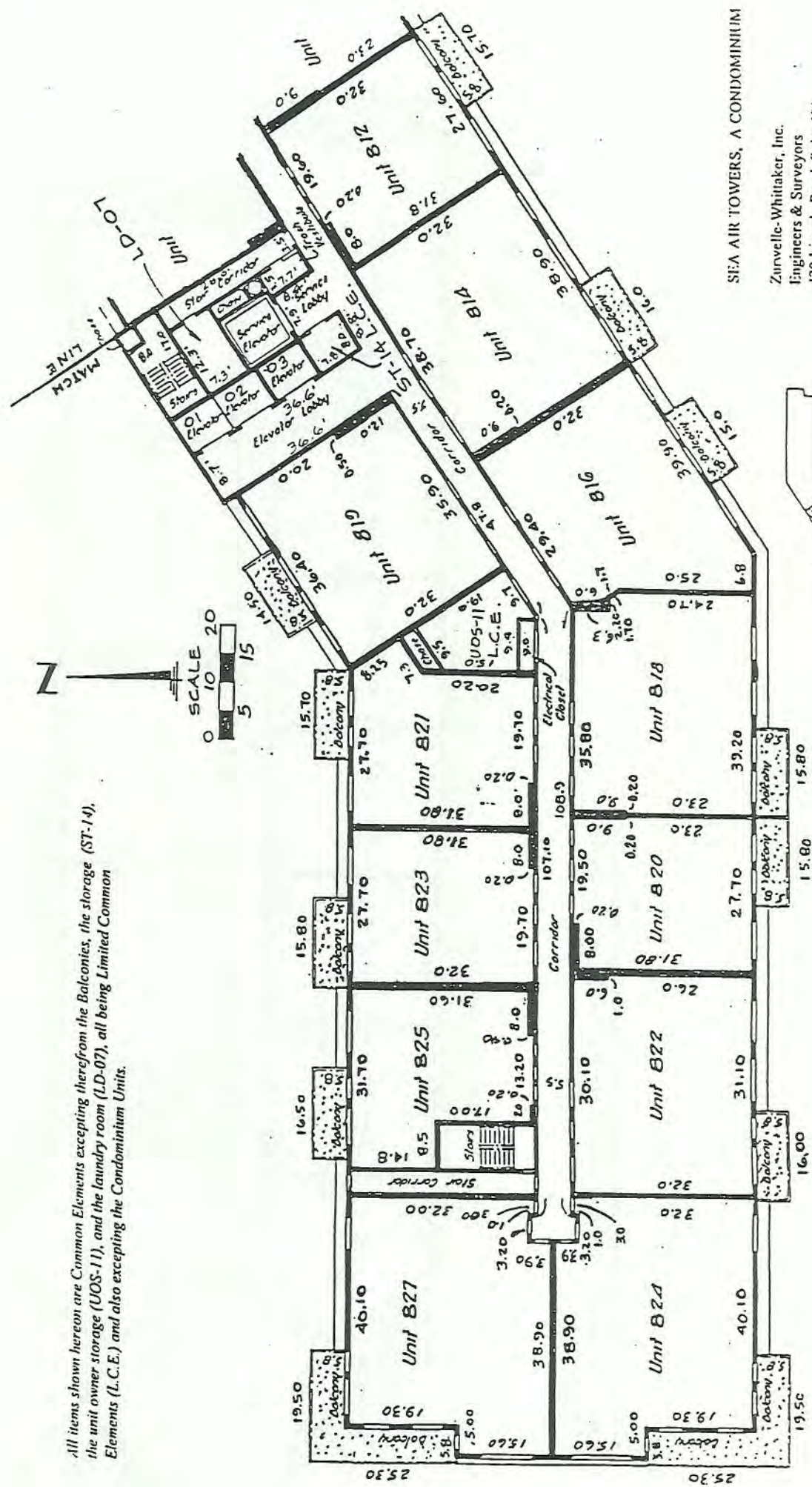
All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-13), the unit owner storage (UOS-10), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



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All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-14), the unit owner storage (UOS-11), and the laundry room (LD-07), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



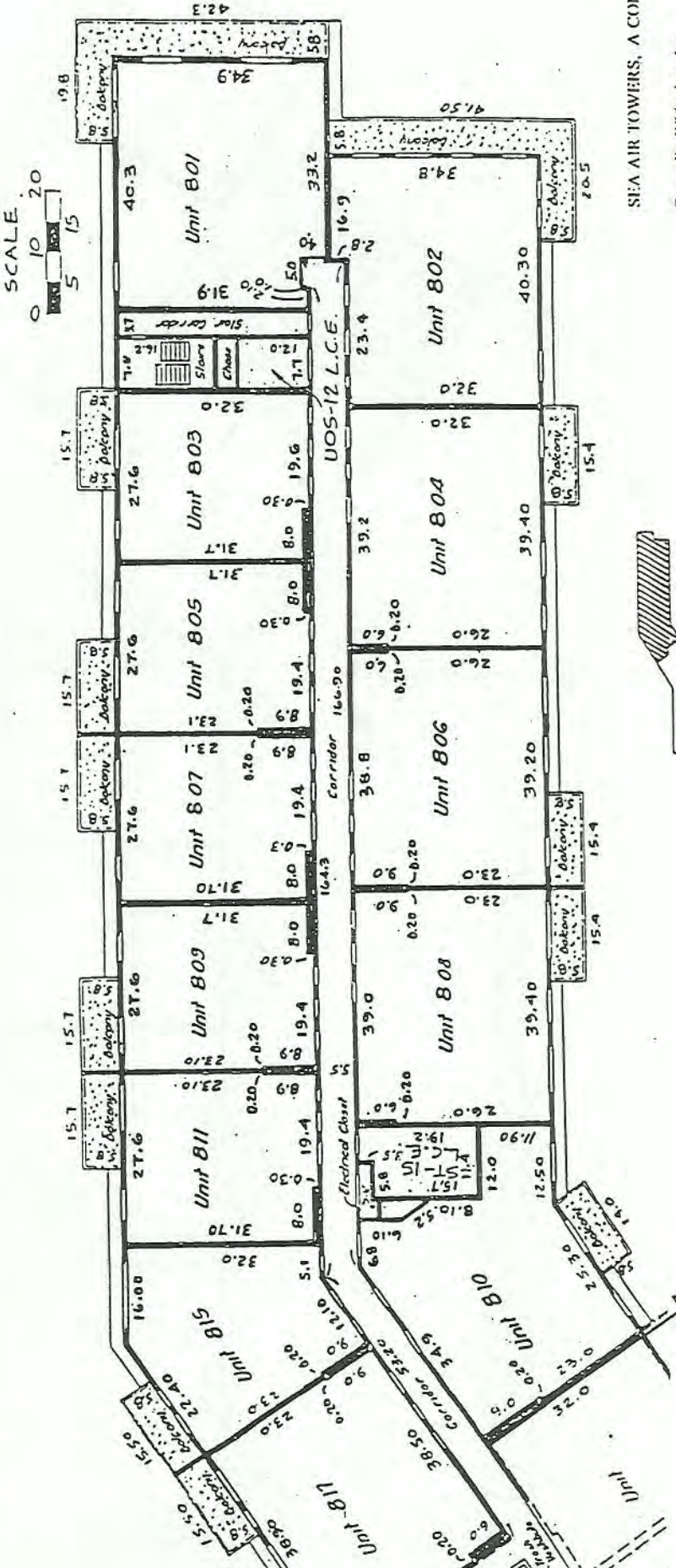
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10-13-95



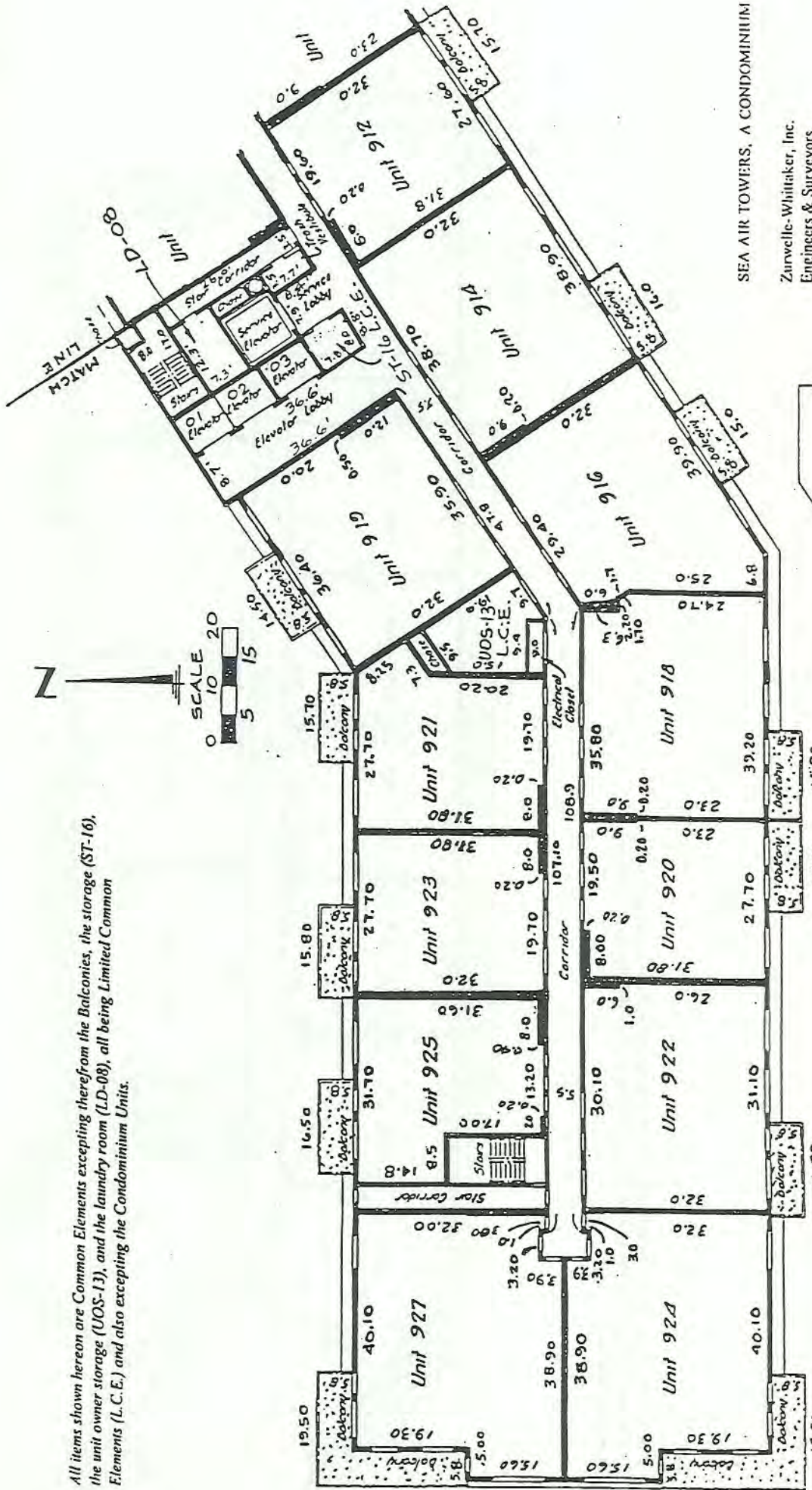
All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-15), the unit owner storage (UOS-12), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



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All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-16), the unit owner storage (UOS-13), and the laundry room (LD-08), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



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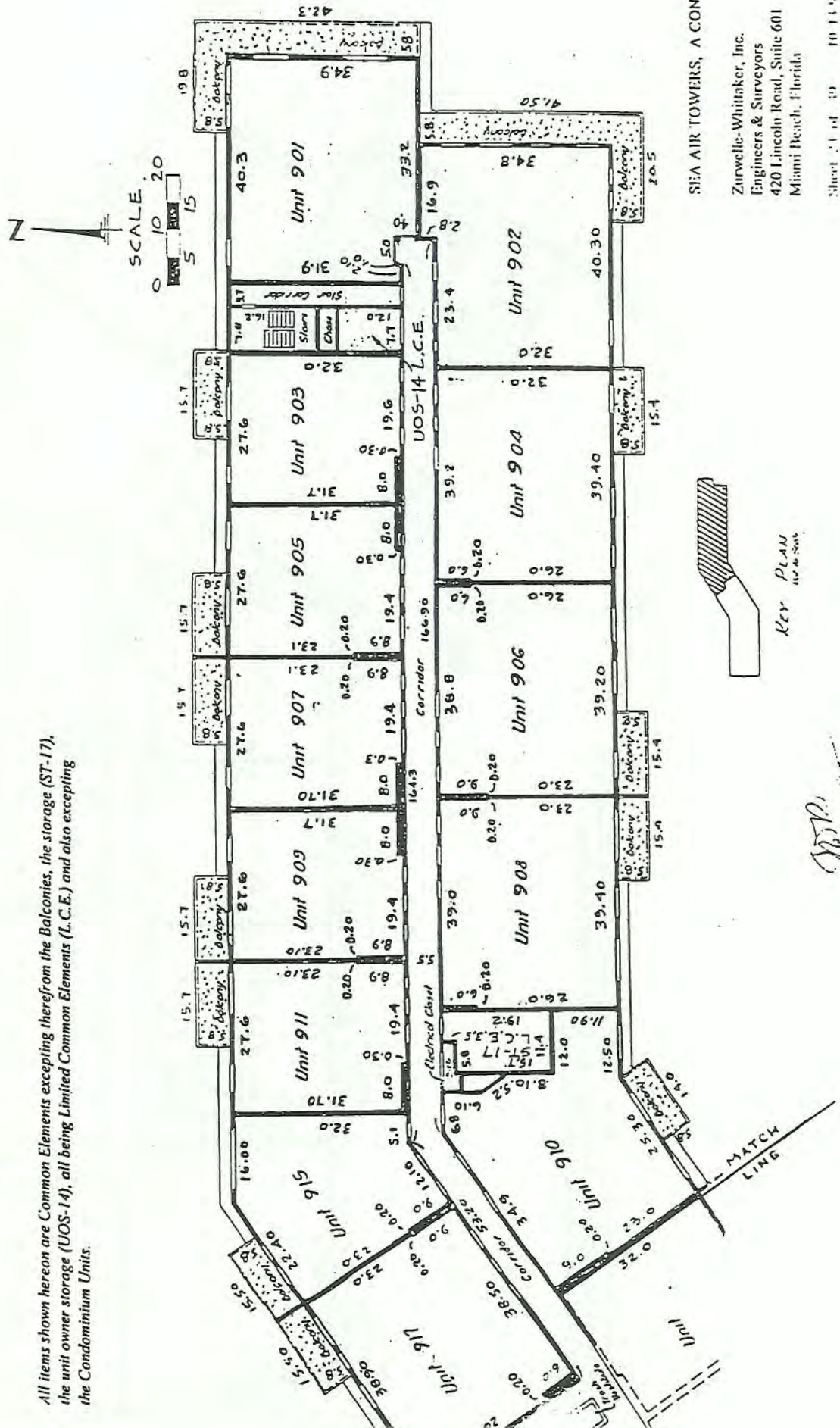
Zurville-Whittaker, Inc.  
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Miami Beach, Florida

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10-13-95

All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-17), the unit owner storage (UOS-14), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.

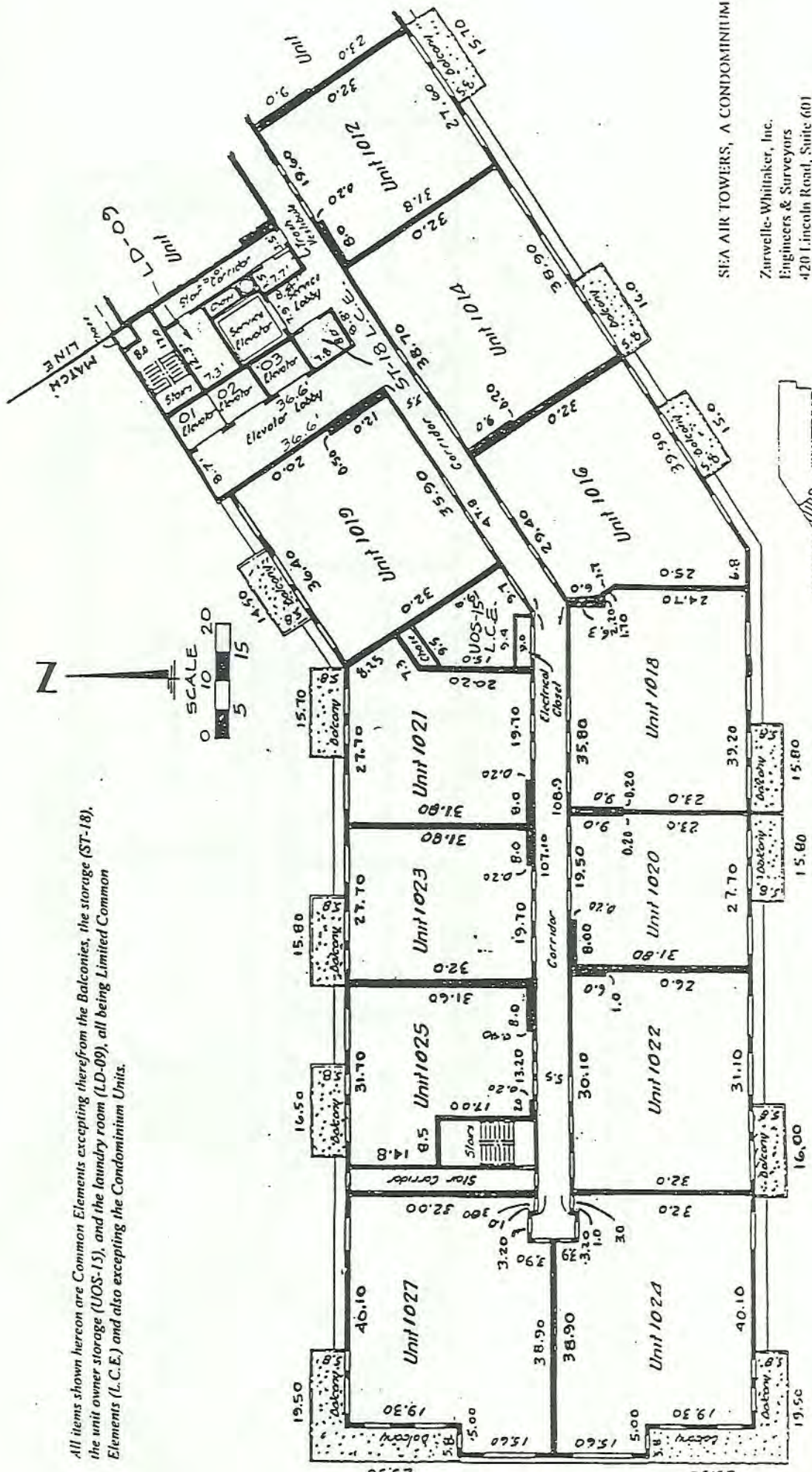


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Zurwelle-Whittaker, Inc.  
 Engineers & Surveyors  
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All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-18), the unit owner storage (UOS-15), and the laundry room (LD-09), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



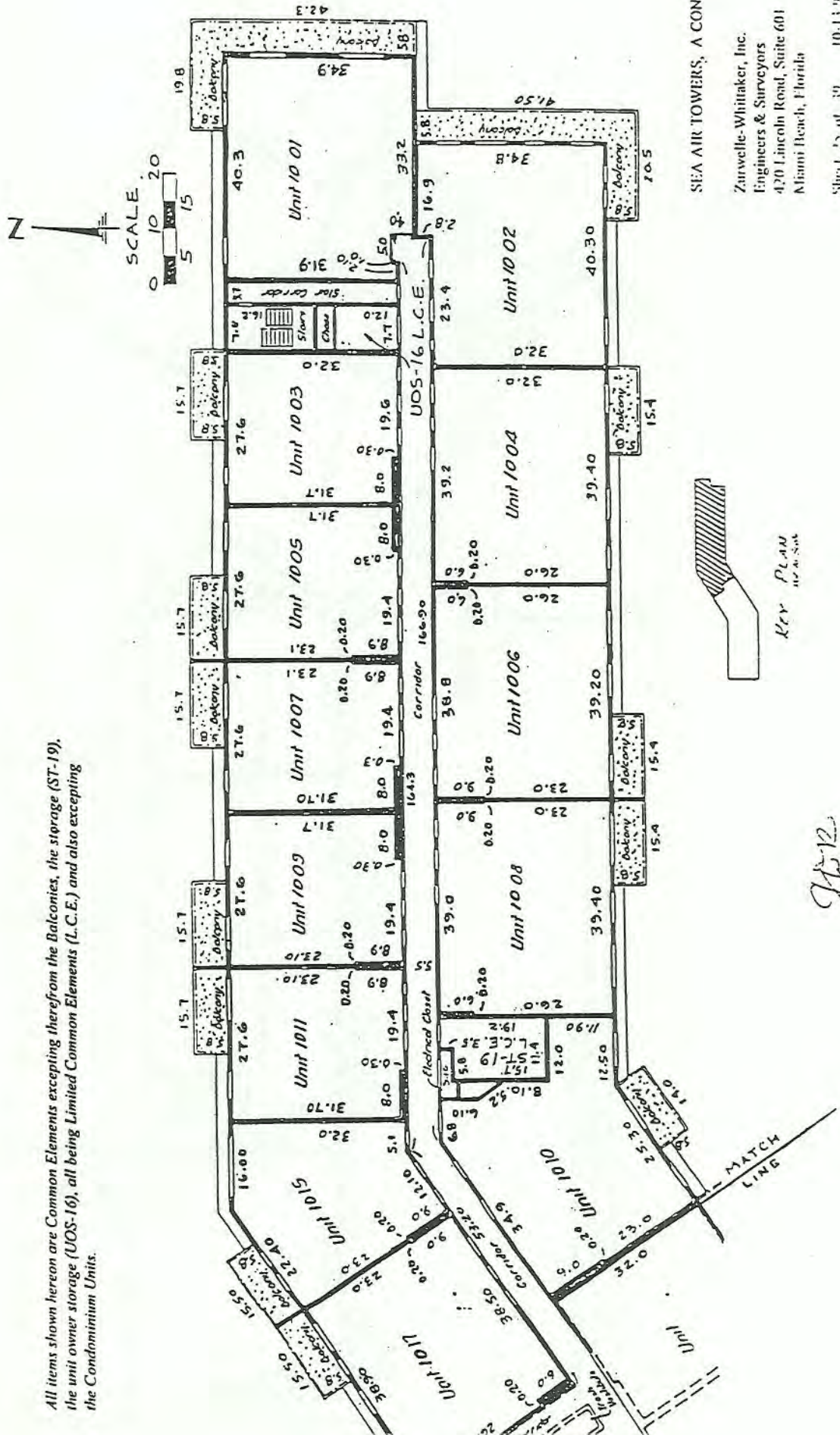
SEA AIR TOWERS, A CONDOMINIUM

Zarwelle-Whitaker, Inc.  
 Engineers & Surveyors  
 420 Lincoln Road, Suite 601  
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JWE  
 10-13-95

All items shown hereon are Common Elements excepting therefrom the balconies, the storage (ST-19), the unit owner storage (UOS-16), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



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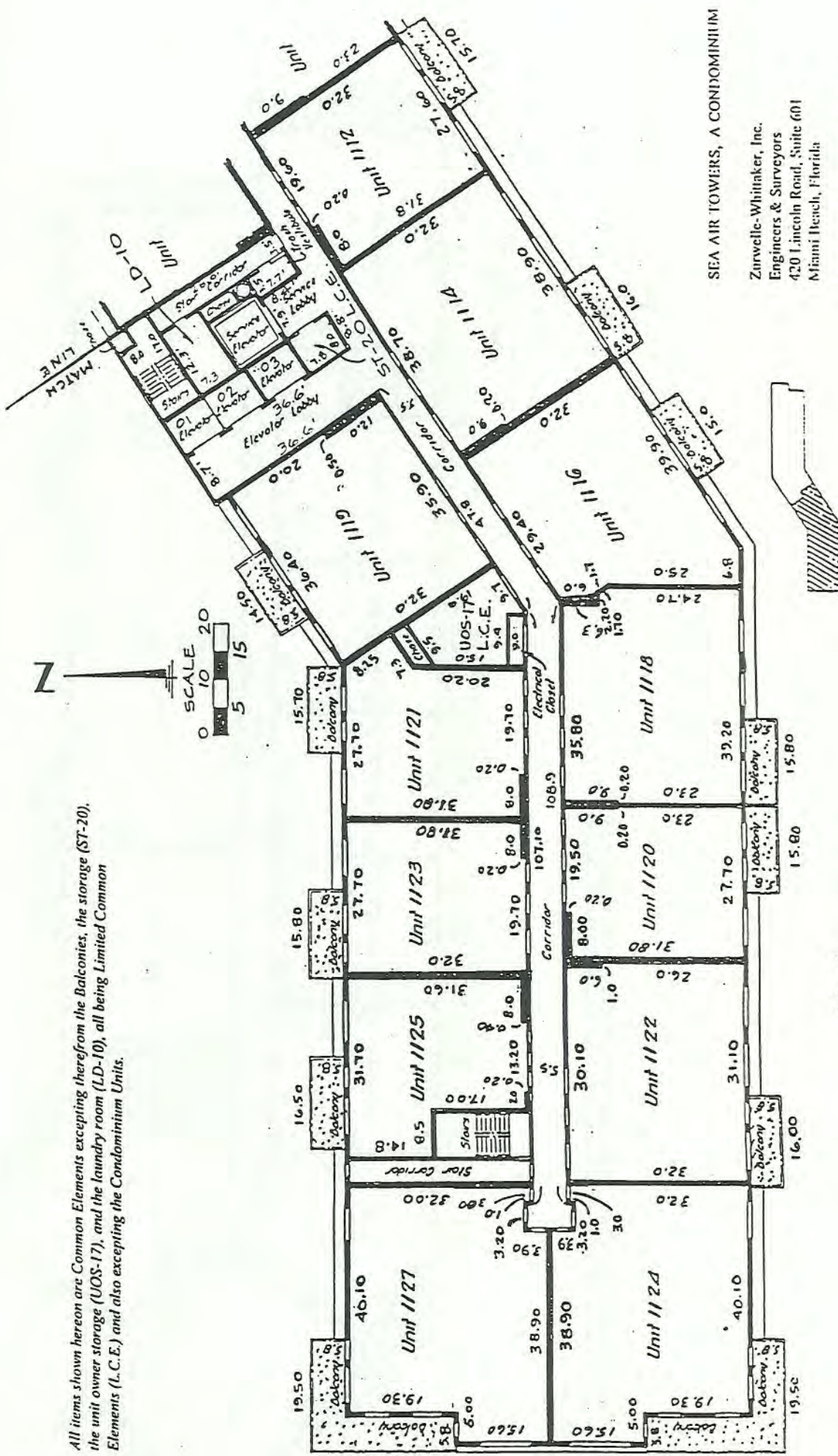
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KEY PLAN  
 10-13-81

JTB  
 10-13-81



All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-20), the unit owner storage (UOS-17), and the laundry room (LD-10), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



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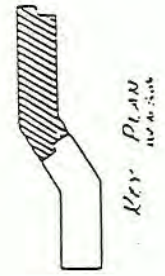
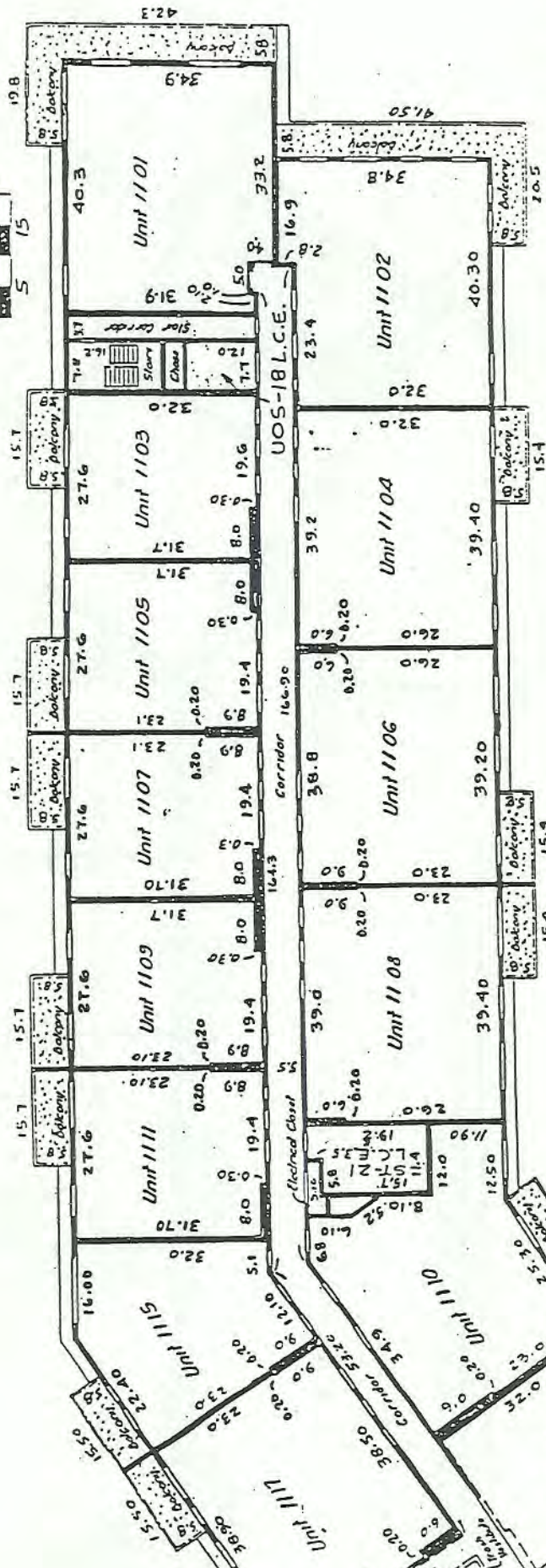
Zurwelle-Whittaker, Inc.  
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C/1212  
 10-13-95



All items shown hereon are Common Elements excepting therefrom the Balconies, the storage (ST-21), the unit owner storage (UOS-18), all being Limited Common Elements (L.C.E.) and also excepting the Condominium Units.



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*Handwritten signature and date:*  
JST  
10-13-95