

NOW THEREFORE, the Second Amended and Restated Declaration shall specifically and completely supersede and replace the Original Declaration and the Amended and Restated Declaration.

Executed at New Smyrna Beach, Volusia County, Florida, on this the 25th day of May, 2018.

Signed and deliver
in the presence of:

[Signature]
Printed Name: James S. Bernal

[Signature]
Printed Name: ARNIE BENNETT

POINT EAST ASSOCIATION, INC.

By: [Signature]
Printed Name: Karen (Charli) Hurst
Title: President

Address: 3801 S. Atlantic Ave #225

New Smyrna Beach, FL 32169

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Volusia

The foregoing instrument was acknowledged before me this 25th day of May, 2018, by Karen (Charli) Hurst, as President of **POINT EAST ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced _____ as identification.

WITNESS my hand in the County and State last aforesaid on this 25th day of May, 2018.



[Signature]
Notary Public-State of Florida
Print Name: Arnie C Bennett Jr
Commission No.: GG 073360
My Commission Expires: 04/29/2021

EXHIBIT "A"
SECOND AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS
EASEMENTS AND RESERVATIONS
FOR
POINT EAST, A CONDOMINIUM
SUBSTANTIAL REWORDING OF DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS, EASEMENTS AND RESERVATIONS FOR POINT EAST, A
CONDOMINIUM-
SEE CURRENT DECLARATION FOR PRESENT TEXT

RECITALS:

In a Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Point East, a Condominium recorded at O.R. Book 1594, Page 1, *et seq.* of the Volusia County Public Records on April 10, 1972, (the "Original Declaration") the Condominium Developer did submit to condominium ownership pursuant to Chapter 711, Florida Statutes, now known as Chapter 718 and referred to as the Condominium Act, that property situated in Volusia County, Florida, more particularly described on Exhibit "A" and as follows:

LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 29, CORONADO
BEACH SUBDIVISION, ACCORDING TO THE MAP
THEREOF AS RECORDED IN MAP BOOK 5, PAGE 83,
PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,
TOGETHER WITH THAT PART OF VACATED HILL STREET
(CITY ORDINANCE NO. 826) LYING WESTERLY AND
ADJACENT TO SAID LOTS 1 THROUGH 6, INCLUSIVE,
AND EASTERLY OF AND ADJACENT TO SAID LOTS 7 AND
10, INCLUDING ALL RIPARIAN AND LITTORAL RIGHTS.

Also described as: POINT EAST, A CONDOMINIUM, according to the Declaration thereof, as recorded in O.R. Book 1594, Page 1, and the map thereof as recorded in Map Book 32, Pages 95 through 98, inclusive, all of the Public Records of Volusia County, Florida (hereinafter the "Condominium Property").

WHEREAS, said Declaration was subsequently preserved by the Notice of Preservation of Covenants and Restrictions for Point East, a Condominium recorded in O.R. Book 4726, Page 3870, and completely amended and restated by the Amendment to Declaration of Covenants,

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Conditions, Restrictions, Easements and Reservations for Point East, a Condominium recorded at O.R. Book 6151, Page 4793 and, *et seq.*, (hereinafter the “Amended and Restated Declaration”) both of Volusia County Public Records; and

WHEREAS, the Association was the Lessor and Lessee of that certain Ground Lease and amendments from Dr. Ted L. Grisell and Pauline W. Grisell, his wife, to New Smyrna Beach Development Corp. dated December 1, 1968 and recorded in Official Records Book 1061, Page 270, and Official Records Book 4726, Page 3872, Public Records of Volusia County, Florida; and Assignment of Lease recorded in Official Records Book 1413, Page 145 and Official Records Book 4726, Page 3888, and Assignment of Ground Lease recorded in Official Records Book 5957, Page 2089 and Official Records Book 5957, Page 2094; and Amendment to Ground Lease recorded in Official Records Book 1413, Page 149, and Assignment of Ground Lease recorded in Official Records Book 6130, Page 1628, all of the Public Records of Volusia County, Florida (collectively the “Lease”); and

WHEREAS, the Association terminated the Lease and amended the Original Declaration without interfering with Unit owners’ property rights pursuant to the Amended and Restated Declaration; and

WHEREAS, Developer, in the Amended and Restated Declaration, amended the Original Declaration to remove any mention of Lease and allow the Unit Owners their interests in the condominium units as if their interests were conveyed outright fee simple subject to the Declaration rather than by sub-lease agreements.

NOW THEREFORE, the submission of the land to the condominium form of ownership by the Original Declaration and the Amended and Restated Declaration is and will remain effective. By adoption of this Second Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Point East, a Condominium (hereinafter “Declaration”), the Association Members hereby adopt certain amendments to the Declaration and amendments thereof and hereby restate the Declaration in its entirety. By adoption of this Declaration, the Members of the Association ratify governance of the Condominium Property described above and in Exhibit “A” hereto under the condominium form of ownership and the provisions of the Condominium Act, as defined in Article 1.1 hereof.

1. DEFINITIONS. As used herein or elsewhere in the Condominium Documents, unless otherwise provided, the terms used shall be as defined in the Act and as herein provided:

1.1 “Act” or “Condominium Act” means the Condominium Act (Chapter 718, Florida Statutes), as it now exists or as it may be amended from time to time, including the definitions therein contained.

1.2 “Articles” means the Amended and Restated Articles of Incorporation as attached hereto as Exhibit “B,” as they may be amended from time to time.

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1.3 “Assessment” means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against the Units.

1.4 “Association” means POINT EAST ASSOCIATION, INC., a Florida Corporation Not For Profit, the entity responsible for the operation of the Condominium.

1.5 “Association Property” means all property owned by the Association for the use and benefit of the Unit Owners.

1.6 “Board of Directors” or “Board” or “Directors” means the representative body which is responsible for the administration of the Association’s affairs, and which is the same body that is sometimes referred to in the Condominium Act as the “Board of Administration.”

1.7 “Building” means the structure in which the Units and portions of the Common Elements are located. There is one (1) building containing three (3) stories which shall include eighty-four (84) individual living Units and certain common areas or parts which, together with other improvements excluded from the individual living Units as hereinafter described, shall constitute the “Common Elements” of the condominium. The individual living Units within the Building are identified and designated on the Site Plan, which is attached as Exhibit “A”, and are identified as Units 101 and 128 inclusive, 201 and 228 inclusive, and 301 to 328 inclusive, in such manner that no Unit now bears the same designation as any other Unit, and each Unit shall be conveyed and shall be legally identified, designated and described by the Unit number with which it is designated on the Site Plan referred to above.

1.8 “By-Laws” mean the Amended and Restated By-Laws of the Association as attached hereto as Exhibit “C,” as they may be amended from time to time.

1.9 “Casualty” for the purposes of this Declaration, and not for the purpose of construing coverage between any insurer and insured, means an event which causes damage to the Condominium Property due to some sudden, fortuitous cause, including (but not limited to) fire, flood, hail, wind, rain, vandalism, explosion, or bursting pipes, but does not include progressive decay or corrosion, or slow or continuous leaks.

1.10 “Charge” means any legal or equitable indebtedness or monetary obligation of a Unit Owner to the Association, or other sums owed to or due to the Association from a Unit Owner, or any cost or expense incurred by the Association on behalf of or because of a Unit Owner, other than Assessments for Common Expenses, which the Unit Owner is obligated to pay to the Association. Said obligations may arise by oral or written contract, by law or in equity, or may be created by these Condominium Documents.

1.11 “Committee” means a group of Board Members, Unit Owners, or Board Members and/or Unit Owners and/or other persons appointed by the Board to make reports or

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recommendations to the Board, to take action on behalf of the Board, or to take such actions as the Resolution creating the Committee, or the Directors of the Board, may dictate.

1.12 “Common Elements” means and includes:

1.12.1 The portions of the Condominium Property not included within the Units.

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

1.12.3 An easement of support in every portion of a Unit which contributes to the support of the Building, including but not limited to all load bearing interior walls within the Units.

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

1.12.5 Any other parts of the Condominium Property designated as Common Elements in this Declaration, including by way of illustration, and not by way of limitation, all landscaping, paving, parking areas, walkways, the seawall, swimming pool and other facilities which are a part of the Common Elements.

1.13 “Common Expenses” means those expenses for which Unit Owners are liable to the Association, including but not limited to expenses of administration, maintenance and operation, repair and replacement of Common Elements, and such other expenses as may be declared expenses either by this Declaration, the Articles of Incorporation, the By-Laws or by the Association. Bulk interior pest control for Units, if provided by the Association is a Common Expense. Common Expenses include, but are not limited to, such items as cost of premiums for property and public liability insurance, repairs, replacements and expenses of upkeep, lawn service, utility bills that are not separately metered to individual Units, pool service, recreational facilities and activities, janitorial service, accounting and legal fees, wages and fees for managerial and other services, and reasonable and adequate reserves, all as may be required in the maintenance and management of this Condominium. The expenses of communications services as defined in Chapter 202, information services, or Internet services, are specifically considered a Common Expense, if so designated by the Board with the costs of said services equally assessed to all Units, as permitted by the Act. Common Expenses also include reasonable insurance for Directors and Officers, road maintenance and operation expenses, and security services, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or Condominium Property. Common Expenses also include the expenses of any items or services required by any federal, state, or local governmental entity to be installed, or supplied to the Condominium Property by the Association, including, but not limited to, fire safety equipment or water and sewer service where a master meter services the Condominium.

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1.14 “Common Surplus” means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, above the amount of the Common Expenses. Common Surplus shall be owned in the same undivided percentages as Common Elements are owned.

1.15 “Condominium Documents” means this Declaration; the legal description of the property submitted to the condominium form of ownership, the Surveyor’s Plat and Site Plans, hereinafter collectively referred to as “the Plat” or “Condominium Plat,” along with the Certificate of Architect, copies of which are attached hereto as Exhibit “A” (the Plat and the Surveyor’s Certificate of Substantial Completion may not reflect the actual configuration of the Condominium Property, as deviations from original as-built conditions may have been made over time); Articles of Incorporation of Point East Association, Inc. attached hereto as Exhibit “B;” By-Laws attached hereto as Exhibit “C;” and Rules and Regulations. The Rules and Regulations need not (but may) be recorded in the County Public Records in order to be valid.

1.16 “Condominium Parcel” means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit and when the context permits, the term includes all of the appurtenances to the Unit.

1.17 “Condominium Property” means the land, identified on Exhibit “A”, and property interests subjected to condominium ownership under this Declaration, including all improvements on the land as depicted in the Surveyor’s Plat, or replacement thereof of like kind and quality, and alterations or additions made to the Common Elements or Association Property by the Association and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Additions or alterations made to the Units or Common Elements by Unit Owners (or their predecessors in title) are not part of the Condominium Property. References in the Condominium Documents to Condominium Property shall include Association Property, unless indicated otherwise.

1.18 “County” means the County of Volusia, State of Florida.

1.19 “Declaration” means this instrument, and as it may be amended from time to time.

1.20 “Domestic Partners” means two adults who have chosen to share their lives in a committed relationship that includes a mutual and exclusive commitment to each other’s well-being, wherein each partner shares the same permanent address, have no blood relationship that would preclude marriage in the State of Florida, are of the age of legal majority, are jointly responsible for each other’s common welfare, share financial interdependence and mutual obligation akin to those of marriage. Domestic Partners shall be considered married individuals for the purpose of the Condominium Documents.

1.21 “Family” or “Single Family” shall refer to any one of the following:

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1.21.1 One natural person, his/her spouse or Domestic Partner, if any, and their custodial children, if any.

1.21.2 Not more than two natural persons not meeting the requirement of Article 1.21.1 above, who do and plan to indefinitely and continuously reside together as a single financially and socially interdependent housekeeping unit, with the intention of living within the bonds of family.

1.21.3 The reference to “natural” herein is intended to distinguish between an individual and a corporation or other artificial entity. “Family member” is a person who resides in a Unit as part of the Owner’s Family, but is not a title holder.

1.22 “Fractional Ownership” or “Unit Sharing” means any arrangement (whether written or verbal) whereby multiple individuals, artificial entities, or other combinations acquire title to a Unit (or any other possessory or use right in a Unit) with the intention of allocating use rights among legal or beneficial owners, whether pursuant to verbal or written agreements, regarding the sharing of use and possession rights for a Unit.

1.23 “Guest” means any person who is not the Unit Owner or a Tenant or a member of the Owner’s or Tenant’s Family, who is physically present on or occupies the Condominium Property on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration.

1.24 “Invitee” or “Licensee” shall mean a person or persons expressly or impliedly allowed entry onto the Condominium Property for the purpose of conducting business with or providing services to a Unit or a Unit’s occupant, or otherwise entering the Condominium Property on a temporary basis at the expressed or implied consent of the Unit Owner or Unit Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

1.25 “Lease” when used in the context of the renting of Units, means the grant by a Unit Owner of a right of use of the Owner’s Unit for consideration.

1.26 “Lien for Charges” means a lien which is recorded to secure a Charge.

1.27 “Limited Common Elements” means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units, as specified in this Declaration. References herein to Common Elements shall include all Limited Common Elements, unless the context would prohibit or it is otherwise expressly provided. Whenever a portion of the Condominium Property naturally and exclusively services a particular Unit, and where the area in question lies outside of the boundaries of the Unit, such as heating and air conditioning units, the delegation of maintenance responsibility for the area shall serve to define the area as a Limited Common Element.

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1.28 “Limited Common Expenses” means those expenses affiliated with the maintenance, repair, replacement, or reconstruction after Casualty of a Limited Common Element, the costs of which are assessed only against the benefiting Unit Owner(s), as authorized by the Act, and if so provided in this Declaration.

1.29 “Maintenance” shall mean, unless the context of a provision in the Condominium Documents requires otherwise, day to day cleaning, heavy cleaning, painting where applicable, routine maintenance, ongoing maintenance, preventative maintenance, as well as repair or replacement. The term “maintenance” shall not include repair after casualty, unless the context of a provision in the Condominium Documents requires otherwise. Whenever a Unit Owner is obligated by the Condominium Documents or law to maintain, repair or replace portions of the Condominium Property, the Board of Directors shall have the authority to establish reasonable standards for such maintenance, repair or replacement, including mandating maintenance, repair or replacement of said items, when the Board deems same are reasonably necessary.

1.30 “Material Alteration or Addition” means to palpably or perceptively vary or change the form, shape, elements or specifications of a building from its original design or plan, or existing condition, in such a manner as to appreciably affect or influence its functions, use or appearance.

1.31 “Member” means the record Owner(s) of legal title to a Unit.

1.32 “Occupant” when used in connection with a Unit, means a person who is physically present in a Unit for two or more consecutive days, including staying overnight for one night.

1.33 “Occupy” when used in connection with a Unit, means the act of staying in the Unit for two or more consecutive days, including an overnight stay of at least one night.

1.34 “Person” means any individual or representative of an entity, including Unit Owners, Family members, Tenants, Guests, and Invitees. Whenever the word “Person” is used to require or prohibit certain conduct, it is the intention that the Owner of the Unit with which such Person is affiliated shall be responsible for ensuring such Person’s compliance with the Condominium Documents.

1.35 “Primary Occupant” means one or more natural person(s) designated for occupancy of a Unit when title to the Unit is held in the name of two or more persons who are not husband and wife, or Domestic Partners, or when title is held by a trust, corporation or other entity which is not a natural person, except where the context clearly indicates otherwise, the term “Owner” shall include “Primary Occupant.”

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1.36 “Resident” means any person who is occupying a Unit for thirty (30) days, whether or not consecutive, in any calendar year and shall include, as applicable, Owners, Tenants and members of their respective Families who reside in the Unit.

1.37 “Rules and Regulations” means those rules and regulations promulgated by the Board of Directors, concerning the transfer, use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and the operation of the Association, subject to any limitations contained in this Declaration.

1.38 “Tenant” or “Lessee” means a person occupying a Unit, other than the Owner, whether pursuant to a verbal or written agreement, where said occupancy by the non-owner involves consideration, the payment of money, the exchange of goods and services, etc. The term “Tenant” shall be used interchangeably with “Lessee.”

1.39 “Unit” means a part of the Condominium Property subject to exclusive ownership.

1.40 “Unit Owner” or “Owner” means the record Owner of a Condominium Parcel. Wherever a portion of the Condominium Documents, including the Rules and Regulations, proscribes, restricts, prohibits, governs or requires that a “Unit Owner” take or refrain from taking any action, or engage or refrain from engaging in any conduct, or providing for liability to the Association arising from such acts or conduct or the failure to take required action or engage in required conduct, the term Unit Owner shall be deemed to include, unless the context specifically suggests otherwise, the Unit Owner’s Family, Tenants, Residents, Guests, Licensees and Invitees, and as may be applicable, the family members of such person, as well as employees or agents of such persons.

1.41 “Utility Services” as used in the Condominium Act and as construed with reference to this Condominium, and as used in the Declaration and By-Laws, shall include but not be limited to electric power, gas, hot and cold water, heating, refrigeration, video and communication services, air conditioning and garbage and sewage disposal.

1.42 “Voting Interests” means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to one vote in the Association matters. There are 84 Units so the total number of Voting Interests is 84; however, the Association cannot vote for any Units it owns as further provided in the By-Laws. **“Voting Interests”** means and refers to the arrangement established in the Condominium Documents by which the Owners of each Unit collectively are entitled to vote in the Association matters.

2. STATEMENT OF CONDOMINIUM DECLARATION. NEW SYMRNA BEACH DEVELOPMENT CORP., Florida Corporation, submitted the property described in Exhibit “A” hereto and as described above to condominium ownership in accordance with Florida Statutes.

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3. CONDOMINIUM NAME. The name by which this Condominium is identified is "POINT EAST, A CONDOMINIUM"

4. UNIT IDENTIFICATION. The identification of each Unit shall be by number and shall be as indicated on the Site Plan, which is attached as Exhibit "A", and as indicated in Article 1.7 above.

5. SURVEY AND GRAPHIC DESCRIPTION. A survey of the land previously submitted to condominium ownership and a Site Plan thereof describing each Unit, Common Elements and their relative location and the approximate dimensions of each Unit are as shown on the Plat, which is attached as Exhibit "A."

6. VOTING RIGHTS; OWNERSHIP OF COMMON ELEMENTS. The voting rights of the Owner of each Unit shall be 1/84th (one Voting Interest per Unit). Voting rights may be suspended pursuant to the terms of the Condominium Documents and/or Florida law. The sharing of Common Expenses and ownership of Common Elements and Common Surplus shall be on a 1/84th basis. Suspension of voting rights shall not affect the basis for which Common Expenses are shared or Common Elements and Common Surplus owned. However, suspended Voting Interests shall be subtracted from the total number of votes required when calculating any required vote or quorum during the period for which said Voting Interest is suspended. The undivided share of ownership of the Common Elements and Common Surplus appurtenant to a Unit cannot be conveyed or separately hypothecated. As long as the Condominium exists, the Common Elements cannot be partitioned. The shares in the funds and assets of the Association cannot be assigned by a Unit Owner, pledged or transferred except as an appurtenance to the Units.

7. EASEMENTS. Each of the following easements and easement rights is reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any land from the Condominium, unless released in connection with termination of the Condominium. None of these easements may be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any lien encumbering these easements shall automatically be subordinate to the rights of the Unit Owners with respect to such easements.

7.1 Utility and Other Easements. The Association, through the Board of Directors, has the power, without joinder of any Unit Owner, to grant, modify or move easements such as electric, gas, cable television, or other communications, information or internet service easements, or other access, utility or service easements, or relocate any existing easements, in any portion of the Condominium Property or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Condominium. Such easements, or the relocation of existing easements, may not prevent or unreasonably interfere with the use of the Units. The Association, through the Board of Directors, may also transfer title

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to utility-related equipment, facilities or material, and may take any other action to satisfy the requirements of any utility company or governmental agency

7.2 Encroachments. If any Unit encroaches upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Unit Owner, or if any Common Elements encroach upon any Unit, then an easement shall exist to the extent of that encroachment as long as the encroachment exists.

7.3 Ingress and Egress. A non-exclusive easement shall exist in favor of each Unit Owner, Occupant, Resident, their respective Guests, Tenants, and Invitees for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use, and for vehicular and pedestrian traffic over, through, and across such portion of the Common Elements as from time to time may be paved or intended for such purposes, and for purposes of ingress and egress to the public ways; provided, however, that the creation and reservation of such easement shall not give or create in any person the right to park upon any portion of the condominium property not designated as a parking area.

7.4 Maintenance, Repair and Replacement. Easements exist through, over and beneath the Units and Common Elements for maintenance, repair and replacement of the Units and Common Elements, and for the purpose of having its employees and agents perform all obligations and duties of the Association herein set forth, free of interference from Unit Owners, their families, guest or tenants. Such access to the Units shall be only during reasonable hours, except that access may be had at any time in case of emergency.

7.5 Support. Every portion of a Unit contributing to the support of the Building shall be burdened with an easement of support for the benefit of all other Units and Common Elements in the Building.

8. CONDOMINIUM UNITS AND APPURTENANCES. Condominium Units are those cubicles of space, and all improvements constructed therein identified and described in the Plat, Exhibit "A." The horizontal and vertical boundaries of the Condominium Units shall be as follows:

8.1 Upper Boundary. The upper boundary of each Unit shall be the horizontal plane of the undecorated unfinished ceiling extended to the intersection of such plane with the perimetrical boundary of the Unit as hereinafter described.

8.2 Lower Boundary. The lower boundary shall be the horizontal plane of the undecorated finished floor extended to the intersection of such plane with the perimetrical boundary of the Unit as hereinafter described.

8.3 Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the undecorated unfinished interior walls bounding the Unit extended to their

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intersections with each other and with the upper and lower boundaries as hereinabove defined, and described provided, however, that the perimetrical boundaries of each Unit at doorways, window openings and glass walls shall be the exterior of the doors, windows and glass walls within such openings, and provided further, that where there is attached to the Building a balcony, logia, terrace, porch, canopy, stairway or other portion of the building serving only the Unit being bounded, the perimetrical boundaries shall be such as to include such structures and the fixtures therein or thereon; it being expressly intended by the foregoing description of the Unit boundaries to (1) exclude from the Unit all undecorated and unfinished surfaces of perimeter walls, floors and ceilings surrounding the Unit as well as any supporting or load bearing columns or walls, and all pipes, wires, ducts, conduits and other utility lines which are utilized for or serve more than one Unit, and (2) include within the individual Unit all interior non-supporting and non-load bearing walls and partitions within such Unit boundaries as well as the inner decorated and/or finished surfaces or perimeter walls, floors and ceilings including plaster, paint and wallpaper and all pipes, wire, conduits or other utility lines serving only the one Unit described by the foregoing Unit boundaries.

8.4 Exclusive Use. Each Unit Owner shall have the exclusive use of his Unit.

8.5 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 rights, title and interest including but not limited to:

8.5.1 Common Elements. An undivided share of the Common Elements, such undivided share to be that portion set forth in Article 6 hereof.

8.5.2 Easements. Easements for the benefit of the Unit; provided, however, that the Association may suspend the right to use Common Elements or Association Property and suspend other rights or services as permitted by the Act.

8.5.3 Association Membership. Membership and interest in funds and assets held by the Association; provided that funds of the Association are not divisible and may not be separately hypothecated; and further provided that the Association may suspend voting rights and other incidents of membership as provided by the Act.

8.5.4 Limited Common Elements. The right to exclusive use of the Limited Common Elements designated by this Declaration.

8.6 Easement to Air Space. The appurtenances shall include an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time.

9. MAINTENANCE, ALTERATION AND IMPROVEMENTS. Responsibility for the maintenance of the Condominium Property, and restrictions upon the alteration and improvement thereof, shall be as follows:

9.1 Association Maintenance, Repair and Replacement Obligation. The maintenance, repair and replacement of all Common Elements and Association Property shall be performed by the Association, and the cost is a Common Expense, except as may otherwise be specifically noted with respect to Limited Common Elements. The Board of Directors shall have the authority to declare Units in the Condominium not available for occupancy when, in the reasonable discretion of the Board, considerations of safety result in a finding by the Board that a Unit or Units should not be inhabited during such periods of work.

9.1.1 General Exterior and Structural Maintenance. The Association's maintenance, repair and replacement responsibility shall include, but not be limited to, exterior painting (excluding doors, windows and screens except as provided in Article 9.2.5 below), structural maintenance of the Building, roofing and all underlying roofing, roof joints, trusses and supports, maintenance of parking facilities (except as otherwise provided herein to the contrary), and general exterior maintenance, but shall not include maintenance, repair and replacement of sliding glass doors, entry and patio doors, windows, hurricane shutters, nor any alteration or addition to the Condominium Property made by a Unit Owner or his predecessors in title, nor any portions of the Condominium Property exposed to the elements or any structural element for which this Declaration delegates responsibility to the Unit Owner.

9.1.2 Plumbing and Electrical. The Association's maintenance, repair and replacement responsibility includes, except as may be specifically otherwise provided to the contrary, without limitation, all electrical conduits and installations located from (but not including) the circuit breaker outward; electrical conduits and installations located within or outside a Unit for the furnishing of Utility Services to another Unit, more than one Unit, or the Common Elements; plumbing fixtures and installations located within or outside a Unit for the furnishing of Utility Services to another Unit, more than one Unit, or the Common Elements. The Association's maintenance, repair and replacement responsibility does not include electrical fixtures, switches or receptacles, plumbing fixtures, or other electrical, plumbing or mechanical installations located within the Unit and serving only that Unit, said items being the maintenance responsibility of the Unit Owners.

9.1.3 Additional Common Elements. The Association shall maintain, repair and replace all recreational areas, fixtures, equipment and appurtenances, including the swimming pool and related equipment, all lawn areas, landscaping and plantings, including related sprinkler systems, all stairways, walkways, passageways, driveways and parking areas.

9.1.4 Incidental Damage. If, in connection with the discharge of its maintenance, repair or replacement responsibilities, the Association must remove, disassemble, or destroy portions of the Condominium Property which the Unit Owner is required to maintain,

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repair, or replace, the Association shall be responsible for reinstallation (but not the cost of replacement) of that item, including drywall and moldings, to its unfinished state, (however, specifically excluding cabinetry, floor coverings, wall coverings, ceiling coverings, paint, wallpaper, paneling, and other finishes), except in cases of Casualty repair, or repair of damage caused by a covered cause of loss under the Association's applicable insurance policy. Repair of all upgrades or additions, even if made by a predecessor in title, shall be the responsibility of the Unit Owner, specifically including but not limited to hurricane shutters which the Association must remove in connection with the maintenance of the Building, although the Association may have shutter reinstallation work performed by its contractor, and the Unit Owner will be responsible for reimbursement to the Association as a Charge.

9.2 Unit Owner Maintenance, Repair and Replacement Obligation. Each Unit Owner is responsible, at his own expense, for all maintenance, repair, and replacement of his own Unit and those Limited Common Elements serving his Unit, to the extent provided herein, whether ordinary or extraordinary, including, without limitation:

9.2.1 Windows. The Unit Owner shall maintain, repair and replace the window installations originally installed by the Developer or subsequent replacement thereof, subject to the provisions of Article 9.12. The Unit Owner's maintenance responsibility includes the window frame and encasement, the plate glass, and all caulking thereof. The Unit Owner shall be responsible for interior window locking and opening mechanisms, the windowsill and glass breakage due to any cause, unless covered by insurance.

9.2.2 Drywall and Finishes. The Unit Owner shall maintain, repair and replace all drywall within the Unit, the finishes thereof (including trim), and the structural framing related thereto, including studs and insulation. The Unit Owner shall maintain all the drywall and all interior surfaces of all walls, floors and ceilings.

9.2.3 Electrical. The Unit Owner shall maintain, repair and replace all electrical fixtures, apparatus or installations located within the Unit, which service only the individual Unit plus all electrical fixtures, apparatus or installations from and including the circuit breaker inward, which service only that Unit.

9.2.4 Sliding Glass Doors, Screens and Frames. The Unit Owner shall maintain, repair and replace sliding glass doors and the structural components thereof including frames and fixed panels, the tracks therefore, all door hardware, trim, and caulking, subject to the provisions of Article 9.12. In addition, the Unit Owner shall maintain, repair and replace all screen doors or balcony screens (including hardware and framing),

9.2.5 Unit Front Entry Door. The Unit Owner shall maintain, repair and replace Unit front entry door, except that the Association may, if the Board of Directors determines in its sole discretion, paint the exterior of entry doors, subject to the provisions of

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Article 9.12. If the Board of Directors determine to paint the exterior of any entry doors, the same shall be a Common Expense.

9.2.6 Other Doors. The Unit Owner shall maintain, repair and replace all other doors and the framing and structural components thereof, including trim, caulking, locks and hardware within or servicing the Unit, subject to the provisions of Article 9.12.

9.2.7 Window Screens. The Unit Owner shall maintain, repair and replace all window screens.

9.2.8 Hurricane Shutters. The Unit Owner shall maintain, repair and replace hurricane shutters and the structural components thereof, subject to the provisions of Article 9.12.

9.2.9 Electrical, Plumbing and Mechanical Fixtures. The Unit Owner shall maintain, repair and replace the electrical, mechanical and plumbing fixtures and outlets (including connections) within a Unit and serving only that Unit including sinks, toilets, tubs, showers, shower pans, and all related fixtures and installations.

9.2.10 Appliances. The Unit Owner shall maintain, repair and replace all appliances within the Unit.

9.2.11 Heating and Air Conditioning Equipment; Ductwork. The Unit Owner shall maintain, repair and replace all portions of the heating and air conditioning equipment (including compressors, air handlers, ductwork, freon lines and discharge lines), dryer vents to the point of termination (even if exterior to the Unit), air conditioner or air handler discharge lines to the point of termination or connection to another discharge (even if exterior to the Unit). The structure that holds the air conditioner compressor (racking system) shall be the responsibility of the Association; however, the Unit Owner is responsible to secure the air conditioner compressor at all times, and will pay the Association for the cost of semi-annual inspections by an authorized air conditioner contractor. Such costs shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. If the air conditioner unit frame prevents the air conditioner unit from being secured properly, then the Unit Owner must replace either the frame, and if not available, the entire air conditioner compressor at the Unit Owner's expense. If the Unit Owner receives notification from the Association that their air conditioner compressor cannot be secured and they failed to replace it, that Unit Owner(s) shall be responsible for any damage to the roof, other Unit Owners' air conditioner compressors and any other damage to the condominium building or fixtures.

9.2.12 Floor Coverings. The Unit Owner shall maintain, repair and replace carpeting and other floor covering. No floor coverings shall be permitted on the balcony and front porch area, including but not limited to an entry mat, carpeting, tile, wood, etc.

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9.2.13 Other Equipment and Fixtures. The Unit Owner shall maintain, repair and replace all other equipment or fixtures located or contained entirely within a Unit which serve only that Unit.

9.2.14 Plumbing (Incoming). The Unit Owner shall maintain, repair and replace all incoming plumbing from (and including) the shut-off valve (at hot water) inward.

9.2.15 Plumbing (Outgoing). The Unit Owner shall maintain, repair and replace outbound plumbing until the point of exit from the Unit boundary. Provided, however, that the Unit Owner is responsible for the remediation of clogged pipes or drains, where the source of blockage or obstruction originates from the Unit, even if the area where the blockage or obstruction is located is outside of the Unit boundary.

Any of the above-described areas that are to be maintained, repaired or replaced by the Unit Owner, or by the Association at the expense of the benefiting Unit(s), if located outside of the boundaries of the Unit, are declared Limited Common Elements. Responsibility for maintenance, repair and replacement of Condominium Property may not coincide with obligation for insurance of Condominium Property, nor its repair after Casualty, or damage from covered cause of loss under the Association's applicable insurance policy, which are governed by Article 12 and Article 13 hereof, respectively.

9.2.16 Interior Walls and Partitions. The Unit Owner shall maintain all interior non-load bearing walls and partitions and all interior wall surfaces.

9.3 Balconies/Porches. The Unit Owner who owns or has the right to the exclusive use of a balcony/porch shall be responsible for the maintenance, repair and replacement of: storm shutters and other enclosures; fixed and/or sliding glass doors and affiliated framing and hardware thereof; the wiring, electrical outlet(s) and fixture(s) on or servicing the balcony/porch; ceiling fans; and the replacement of light bulbs. The Association shall be responsible for structural maintenance, repair and replacement of balcony/porch floors, ceilings, and railings, and also the Building walls enclosed by the balconies/porches. Unit Owners may not puncture (by nails, hooks, screws or otherwise) balcony/porch floors, walls, or ceilings, without obtaining the prior written approval of the Board of Directors.

9.4 Unit Floor Coverings. All Units above the first floor shall always have the floors covered with wall-to-wall carpeting, except in kitchens, bathrooms, and foyers, except as provided below. Hard floor surfaces (tile, marble, wood, etc.) may only be installed in areas other than kitchens, bathrooms, foyers, upon prior written approval of the Board of Directors, which shall condition its approval on the Unit Owner's proof of the installation of appropriate sound-deadening material. Specifications for sound proofing of hard flooring (wherever located) must be approved in writing by the Board or its representative prior to installation, and then the installed sound proofing must be inspected and approved prior to installation of the hard

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flooring. The Board has the authority to adopt specifications for minimum sound proofing material that will be approved.

9.5 Unit Owner Obligations In Connection with Maintenance, Repair and Replacement. In connection with the maintenance, repair and replacement obligations, the Unit Owner shall have the responsibility to obtain the prior written approval of the Association, through the Board of Directors, before performing any maintenance, repair or replacement which requires: changes or alterations to the physical appearance of the Condominium Property visible from any exterior vantage; excavation; access to the Building roof; removal, modification or relocation of any interior partitions or walls, whether load-bearing or not; relocation of cabinets or appliances; relocation of utility, plumbing, or electrical installations or fixtures or ductwork; the use of heavy or noisy equipment; such other actions as may cause concern for the peace and safety of the Condominium and its Residents or the aesthetics of the Condominium Property, as determined by the Board. The Association may condition such approval on criteria as the Board deems reasonable, including but not limited to:

- Preservation of uniformity of appearance;
- Use of contractor(s) that are properly licensed and fully insured, and that the Owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance. Unit Owners are responsible for the actions of their contractors and warrant to the Association, whether or not specifically made a condition of Association approval (or in cases where no Association approval is required) that all persons coming into the Condominium Property to perform work on or services for the Unit hold all proper licenses, have obtained all proper permits, and carry such insurance as may be required by law or the Board;
- Right (but not duty) of oversight by the Association or its agent;
- The Unit Owner submitting plans as to the scope of the contemplated repair;
- Restrictions as to hours of work;
- Imposition of time limits in which jobs must be completed and prohibitions against major renovations during certain times of year.
- Restrictions regarding equipment that may be parked or stored on or near the Condominium Property during construction.
- Restrictions regarding the transport and storage of materials and supplies necessary for the construction to be performed.

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Unit Owners may not engage in “extensive” remodeling work or “heavy” construction activity, except with prior approval of the Board of Directors. “Extensive” remodeling and “heavy” construction shall be as defined by the Board of Directors from time to time, but, whether so defined or not, shall include, but not be limited to, activities involving the following:

- Activities involving the use of power equipment such as jackhammers, drills, saws, and the like, which create substantial noise, as determined by the Board.
- Activities resulting in the creation of substantial noise that can be heard outside of the Unit, regardless of whether power equipment is used or not, as determined by the Board.
- Activities rendering the Unit uninhabitable during the performance of the work.
- Activities requiring the storage of materials or equipment on the premises outside of the Unit.
- Activities involving the presence of work crews or significant numbers of workers, as determined by the Board.
- Activities requiring the use of scaffolding, booms, or other forms of exterior access.

The Association may, but shall not be obligated to, act as the Owner’s agent in obtaining the services of contractors or others to perform Unit Owner maintenance responsibilities in the event of an emergency, or in non-emergency situations, provided that in non-emergency situations, the Association and the Owner so agree, or absent such agreement when such work is deemed necessary, as determined by the Board, to facilitate projects involving the Association’s maintenance of the Condominium Property. In all such cases the Unit Owner shall be deemed to consent to reimbursement of expenses incurred, secured by such rights as exist for collecting Common Expenses under these Condominium Documents through a Lien for Charges. Unit Owners shall at all times be responsible to ensure, whether or not Association approval is required for work being done within the Unit or elsewhere upon the Condominium Property, that all contractors and other persons performing services for the Unit Owner are properly licensed and insured, including required Worker’s Compensation insurance, and that the Condominium Property is kept free from liens and cause no damage to the Condominium Property. The Board has the power (but not the duty) to require proof of: licensure; building permits; and insurance, and may set standards for insurance as to required coverage, deductibles, or other terms and conditions, and may require the Association to be named as an additional insured under such policies. The Unit Owner shall hold the Association harmless from any claim of any nature arising out of failure to comply with these requirements.

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9.6 Modifications, Alterations or Structural Work by Unit Owners. No Owner may make or permit the making of any modifications or alterations to any portion of his Unit visible from the exterior of his Unit, or in any manner change the appearance of any portion of the Common Elements, undertake any structural work, or undertake any structural modification or alteration, without first obtaining the written consent of the Board of Directors, which consent shall be denied if the Board determines that the proposed modifications or alterations would adversely affect, or in any manner be detrimental to, the Condominium in part or whole. "Structural" work, modifications or alterations include, but are not limited to: relocation of existing electrical, plumbing, ductwork, air conditioning or heating installations; relocation of existing fixtures or appliances such as toilets, sinks, tubs, showers, dishwashers, refrigerators, or ranges; the removal or modification of any partition, door, window or screen; raising ceilings; or relocating kitchen or bathroom cabinetry. For purposes of this provision, the term "structural" work shall also include the addition, removal, or relocation of any ductwork, plumbing line or fixture, any electrical line or fixture, or the removal, modification or creation of any interior partition. Replacement of cabinetry, appliances and fixtures, with substantially equivalent installations in the same location, shall not be deemed "structural" and shall not require approval of the Association, unless a building or other permit is required. Further, "structural" work, modifications or alterations shall include any and all work that requires a building permit, an electrical permit, a plumbing permit, a mechanical permit, or similar permit from the appropriate governmental agency, whether or not mentioned above.

The Board may, in circumstances it deems appropriate, and without limiting the right to ask for plans or specifications and other relevant information, require sealed plans from an Architect or Professional Engineer licensed to practice in Florida as a condition of reviewing any requested structural modification, alteration or addition to the Condominium Property. The Board may require, as a condition of review, the Unit Owner's obligation to pay the Association's expenses of review, including but not limited to, legal, engineering or other consultant fees. The Board, in reaching its decision, may take into account uniformity of appearance, compatibility with architecture in POINT EAST, A CONDOMINIUM, the quality of the proposed alteration, objections of neighboring Residents, and such other criteria as the Board may reasonably adopt in reaching its decision, without limitation. The Board may take into account whether other Unit Owners would be able to make such alterations or modifications, and the effect of the fact that similar requests may need to be approved by the Association. If the Board determines to permit any modification or alteration which is visible from the exterior of the Unit, from any vantage, said modification or alteration must also be approved by the Unit Owners in the manner provided in Article 9.8 of this Declaration, regardless of the cost or expense of such modification or alteration, provided that the Board may waive the request for Unit Owner approval if similar modifications or alterations have been approved by the Unit Owners previously, or are specifically authorized by the Condominium Documents. If any Unit Owner requests approval of any structural work, modification or alteration, the Association may permit such work, modification or alteration if same would not materially affect or interfere with the Utility

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Services constituting Common Elements, if any, located therein, the structural integrity of the Building, or create a nuisance or disturbance to neighboring Units.

9.7 Additional Unit Owner Responsibility for Modifications or Alterations. If a Unit Owner (or his predecessors in title) makes, or has made any modifications or alterations to the interior or exterior of the Unit, Common Elements, or Limited Common Elements, the Unit Owner (and his heirs, successors in title and assigns) shall be financially responsible for the insurance, maintenance, care, preservation, reconstruction, repair or replacement of the modification or alteration and shall execute such documents as the Association may promulgate, if any, accepting said financial responsibility. Any modification or alteration to the Condominium Property made by a Unit Owner may be required to be removed in connection with the Association's maintenance of the Condominium Property. In such cases, the Unit Owner who installed the modification or alteration (and/or their successors in title) shall be obligated to reimburse the Association for any costs affiliated with removal and/or reinstallation of the item, with said obligation being secured by a right of Lien for Charges of equal dignity to the Common Expense lien created by this Declaration, or alternatively, said Owner may be required to remove and reinstall said modification or alteration, if so determined by the Board of Directors. Further, the Association, its contractors and agents, shall not be liable for any damage to the item arising out of its removal and/or reinstallation, unless occasioned by the gross negligence or willful misconduct of the Association or its contractor or agent, although the Association may provide for stricter liability standards in contracts with contractors.

9.8 Material Alterations or Additions by Association. Except as may be provided elsewhere in this Declaration to the contrary, there shall be no Material Alteration or Addition to the Common Elements or Association real property by the Association, except as authorized by the Board of Directors. Provided, however, that if any such Material Alteration or Addition require or obligate the expenditure of Association funds of more than twenty-five percent (25%) of the Association's budget for the fiscal year in which the work is authorized, including reserves, or \$50,000.00, whichever is less, then the Board shall obtain approval of two-thirds (2/3) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by written agreement of two-thirds (2/3) of the entire Voting Interests. Necessary maintenance, repair, and replacement of the Common Elements or Association Property, regardless of the level of expenditure, is the responsibility of the Board of Directors. The Association shall be permitted to expend the funds necessary to protect the Common Elements and Association Property, regardless of the level of expenditure, in the event of an impending emergency, such as a hurricane, tornado, flood, etc. Cellular antennae and similar apparatus and apparatus to provide communication or internet services may be placed on the Condominium Property as authorized by the Board, subject to approval of any other entity that may be required.

9.9 Enforcement of Maintenance. If, after reasonable notice, the Owner of a Unit fails to maintain the Unit or other portions of the Condominium Property as required by the

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Condominium Documents, or as may be required to comply with law, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit or Common Elements (including Limited Common Elements) and perform or cause performance of the necessary work, and/or institute legal proceedings at law or in equity to enforce compliance, and/or to take any and all other lawful actions to remedy such violation; in which event, the Unit Owner shall be charged for the costs of such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

9.10 Damage Caused by Conditions of the Condominium Property. Each Unit Owner shall be liable to the Association and/or other Unit Owners for the expenses of any maintenance, repair or replacement of the Condominium Property, made necessary by his wrongful act, omission, negligence, violation of the Condominium Documents or applicable law, or same by any member of his Family or his or their Occupants, Residents, Guests, Tenants or Invitees. In the event that payment owed to the Association is not forthcoming from the Unit Owner after demand by the Association, such costs incurred by the Association shall be secured by a Lien for Charges. If any condition, defect or malfunction existing within a Unit or Common Elements which the Unit Owner is obligated to insure, maintain, repair, or replace is caused by the Owner's (or his Family member's, Occupant's, Resident's, Guest's, Tenant's or Invitee's) wrongful act, omission, negligence, or failure to comply with the Condominium Documents or applicable law, shall cause damage to the Common Elements, Association Property, or to other Units, the Owner of the offending Unit shall be liable to the person or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance (including the deductible) and without waiver of any insurer's subrogation rights, and without impairing any coverage obligation which may exist as a matter of law or contract, provided that such responsibility shall be conditioned on the Unit(s) which is/are seeking to impose such liability being adequately insured based on local standards and conditions. Further, any claim of a Unit Owner against the Association or another Unit Owner relative to damage to the Condominium Property, to the extent the Association or other Unit Owner might otherwise be liable pursuant to the Condominium Documents or applicable law, shall be predicated upon the Unit Owner making the claim being adequately insured based on local standards and conditions, whether or not individual Unit Owner insurance is mandated by the Act. Should any Unit Owner fail to maintain such insurance, any claim will be reduced to the extent such Unit Owner's insurance, if obtained pursuant to the above-described standards, would have provided coverage or compensation for the loss and without waiving any other remedy of the Association regarding Unit Owner insurance requirements. The requirement that the individual Unit Owner obtain insurance shall not be construed to confer any additional liability or responsibility on the Association or other Unit Owners (without limitation, the Association shall not be obligated to obtain proof of Unit Owner insurance), but is intended to require Unit Owners and the Association to respectively insure risks that are customarily experienced in condominiums located in Florida's coastal communities, condominiums in general, including but not limited to damages occasioned by windstorms, hurricanes, tornadoes, floods, rainstorms, bursting pipes,

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water seepage and leakage, and mold and mildew, regardless of whether such insurance is legally required.

If one or more of the Units is not occupied at the time a damage incident is discovered (regardless of the cause), the Association may, but is not obligated to, enter the Unit(s) without prior notice to the Owner(s) and take reasonable action to mitigate damage or prevent its spread, including without limitation initiating "dry-out" procedures as agent for the Unit Owner, and at the Unit Owner's expense.

The Association may, but is not obligated to, repair the damage without the prior consent of the Owner in the event of an emergency, and the Owner shall be responsible for reimbursement of the Association, with the cost being secured by a Lien for Charges.

Unit Owners are also required to ensure that electricity, and if separately metered, water and sewer, are always available to service the Unit. If the Unit Owner fails to maintain Utility Services to the Unit, the Association shall have, without waiver of other remedies, the right to enter the Owner's Unit and Limited Common Elements and take any and all lawful actions to make the Utility Services available to service the Unit; in which event, the Unit Owner shall be charged for such activities (including attorneys' fees incurred by the Association) by the Association which shall be secured by a Lien for Charges.

9.11 Combination of Units. Two contiguous Units may, subject to the prior written approval of the Board of Directors and which approval of the Board must be unanimous, be combined in to a single living space. The Board may disapprove such request, based upon its discretion, and upon a finding that the proposed combination of Units is not in the best interests of the Association. The Board, as a condition of approving the combination of Units, may require sealed plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association that the proposed work affiliated with the Unit combination complies with all applicable laws, codes, and ordinances. The Board may further require such Professional Engineer's or Architect's certification at the end of the work, certifying that said work has been performed in accordance with the plans and specifications, and in accordance with all applicable laws, codes, and ordinances. The Owner (and his successor in title) shall be required to indemnify and hold the Association and Unit Owners harmless for any claim of any nature arising from the combination of the Units. Should the Board, in its discretion, determine that the Association must retain independent professionals to review the request, including but not limited to engineers, architects, or attorneys, the Association may also condition approval of the requesting Unit Owner's agreement to reimburse the Association for said fees and expenses. Units which have been combined shall, after combination, be used only as a "single family" residence (including rental rights), and may not be used as two living quarters. Units which have been combined shall constitute two Units for purposes of sharing Common Expense, ownership of Common Elements, and voting rights. If Units which have been combined are sold, they shall be sold as a single living quarters, unless specifically approved by the Board to the contrary. If combined Units are to be re-configured into two living spaces, the Board shall have the

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authority, using the same criteria listed above for combination of Units, to approve the reconfiguration. Without limitation, the Board shall have the authority to require plans from an Architect or Professional Engineer licensed to practice in Florida, certifying to the Association, that the reconfiguration of the Units into two living spaces is done in accordance with all applicable laws, codes, and ordinances and in accordance with the original configuration of the Units. If two contiguous Units are combined as provided for herein, the same shall still be considered two Units for purposes of assessments and voting rights.

9.12 Hurricane Protection. The Board of Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board may, subject to Section 718.3026, Florida Statutes, and the approval of a majority of voting interests of the residential condominium, install hurricane shutters, impact glass, code-compliant windows or doors, or other types of code-compliant hurricane protection that comply with or exceed the applicable building code.

10. ASSESSMENTS AND CHARGES. Assessments against Owners shall be made by the Board of Directors of the Association, in the manner provided in the By-Laws and as follows, and shall be borne by the Unit Owners on the basis set forth in Article 6 and elsewhere in these Condominium Documents.

10.1 Liability for Assessments and Charges. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments and Charges coming due while he/she is the Unit Owner. Except as provided in Article 10.5, any person or entity which acquires title to a Unit shall be jointly and severally liable with their predecessor in title for all unpaid Assessments and Charges against the predecessor for his/her share of the Charges and Assessments, including interest, late fees, attorneys' fees and other costs and expenses of collection incurred by the Association up to the time of the transfer, without prejudice to any right the transferee may have to recover from the transferor the amounts paid by the transferee. The liability for Assessments or Charges may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments or Charges are made.

10.2 Default in Payment of Assessments for Common Expenses or Charges. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall incur a late fee and bear interest in an amount as determined by the Board of Directors which, unless otherwise specified, shall be the maximum allowed by law. The Board may accelerate unpaid Assessments in the manner prescribed by law. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such parcel, with interest, late fees and for reasonable attorneys' fees, as well as costs and expenses of collection incurred by the Association incident to the collection of the Assessment or enforcement of the lien. If prohibited by the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner,

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pursuant to the Act. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. The Association's lien is in effect until all sums secured by it have been fully paid or until barred by law. A claim of lien shall be signed and acknowledged by an Officer or agent of the Association. Upon recording, the Association's claim of lien shall relate back to the date of the filing of the Original Declaration. Upon payment in full, the Condominium Parcel is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for Assessments or Charges in the manner that a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments or Charges without waiving any claim of lien.

10.3 Notice of Intention to Foreclose Lien. So long as required by law, no foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments or Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments or Charges, including those which have been accelerated (if applicable) and those coming due after the claim of lien is recorded, are paid before the entry of a final judgment or foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this provision are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

10.4 Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under this Declaration, the By-Laws, or applicable law, the Association shall have the following options when payment of Assessments or Charges are in default (more than ten days in arrears). The Association may, without order of the Court, direct rental income (by written notice to the Tenant with copy to Unit Owner) from Units in default to be paid directly to the Association until all outstanding Assessments, Charges, other monetary obligations, interest, late fees, costs, collection expenses, attorneys' fees and receiver's fees, if applicable, are paid in full. As an alternative, the Association may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these courses of action, or other remedies as may be prescribed by law or elsewhere in the Condominium Documents, as the Board deems appropriate, without same constituting a waiver or election of remedies.

10.5 First Mortgagee. The priority of the Association's lien and the obligation for payment of past due Assessments or other sums due in relation to first mortgagees who obtain title as a result of foreclosure or deed in lieu of foreclosure, shall be determined by the Act.

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10.6 Certificate of Unpaid Assessments or Charges. Any Unit Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or Charges against him/her with respect to his/her Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and a Community Association Management Firm, or based on reasonable and customary fees charged by legal counsel.

10.7 Lien for Charges. Except as prohibited by law, there is created by this Declaration a common law and contractual lien to secure payment for any service which the Association provides for an individual Unit Owner or expenses which the Association incurs in regard to a Unit Owner and which are not otherwise secured by the statutory lien for Common Expenses. By way of example, but not limitation, a Lien for Charges exists to secure repayment to the Association when it must remove or reinstall Unit Owner alterations or items of Unit Owner insurance, maintenance, repair or replacement responsibility in connection with the Association's discharge of its Common Element maintenance responsibilities, or address emergency situations, such as water extraction from a Unit. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the Common Expense lien, including the right to recover attorneys' fees, costs and expenses of collection.

10.8 Liens and Encumbrances against Units. The Association shall have the right to satisfy any delinquent lien or other security interest against a Unit, which are superior to the Association's lien, including without limitation unpaid ad valorem taxes. The Association shall have no obligation to satisfy such liens nor ascertain their existence. Prior to paying off a lien against a Unit, the Association shall give the Unit Owner reasonable notice and opportunity to remove the lien. Any such payments made by the Association will be secured by a Lien for Charges.

10.9 Other Remedies. The Board of Directors shall have the authority to impose such other remedies or sanctions permitted by the Act pertaining to non-payment of monetary obligations to the Association. Without limitation, same include suspension of use rights in Common Elements and Association Property; suspension of voting rights; suspension of the right to serve on the Board; the attachment of rental income; and acceleration.

11. ADMINISTRATION AND MANAGEMENT OF CONDOMINIUM. The administration and management of the Condominium shall be by the Association, which shall have by and through its Officers and Directors, such powers, authority and responsibilities as are vested in the Officers and Directors of a corporation not-for-profit under the laws of the State of Florida, including but not limited to those set forth more specifically elsewhere in the Condominium Documents. The Association shall have authority to enter into management and other agreements concerning the matters of common interest through its Officers. The management of the Association and election of the Members to the Board of Directors shall be as set forth in the By-Laws. Without limiting the foregoing, the Association shall have the following rights and powers:

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11.1 Unit and Limited Common Element Access. The irrevocable right of access to each Unit and its appurtenant Limited Common Elements during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements or to any Unit or Units, or to determine compliance with the terms and provisions of this Declaration, the exhibits annexed hereto, and the Rules and Regulations adopted pursuant to such documents, as the same may be amended from time to time. A master key must be provided by the Unit Owner to the Association for each Unit entry door, and as may be applicable air conditioning or utility room or closet, and storage unit. All Unit must use Dorma Locks and Keys, unless otherwise directed by the Board of Directors to use another locksmith. The Association may utilize a master key system. When a Unit Owner must maintain, repair or replace portions of the Condominium Property as provided herein, and which requires access to another Unit for said purpose, the Unit Owner shall have reasonable right of access which shall be administered through the Association. The Unit Owner upon whose behalf access has been obtained shall be obligated for the expense of repairing any damage to the Condominium Property.

11.2 Assessments and Charges. The power to make and collect regular and special Assessments and other Charges against Unit Owners and to lease, maintain, repair, and replace the Common Elements and Association Property.

11.3 Delegation. The power to enter into contracts with others, for valuable consideration, for maintenance and management of the Condominium Property and Association Property and in connection therewith, or to its Officers and agents, to delegate the powers and rights herein contained, including, without limitation, the making and collecting of Assessments and other Charges against Unit Owners, and perfecting liens for non-payment thereof.

11.4 Regulations. The power to adopt and amend Rules and Regulations regarding the operation of the Association and use, appearance, maintenance, transfer and administration of the Condominium Property and Association Property.

11.5 Acquisition or Transfer of Real or Personal Property; Leasing Common Elements and Association Property. The power to acquire real property and transfer real property owned by the Association or otherwise convey and mortgage real property for the use and benefit of its Members shall require the approval of two-thirds (2/3rds) of the Board of Directors. Further, no Unit Owner approval shall be required to acquire, purchase, or mortgage a Unit in connection with foreclosure of a lien or deed in lieu of foreclosure, nor to dispose of such Unit. In addition, no Unit Owner approval shall be required for the Board of Directors to sell, lease, mortgage or in any encumber the Unit currently owned by the Association, Unit #115. Leasing of Units, Common Elements or Association Property may be approved by the Board of Directors, as well as the lease fees, use fees, and other fees permitted by the Act or the Condominium Documents. The Board of Directors shall have the authority to acquire personal property and to dispose of same, without need for membership approval.

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11.6 Membership Agreements. The power to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities with the same approval of Unit Owners as needed to amend the Declaration.

11.7 Fees for Use of Common Elements; Other Fees and Deposits. The power to set fees, pursuant to the Act, the Board of Directors shall have the authority to set use fees for private use of Common Elements or Association Property, as well as the regulations and policies pertaining to such use. The Board of Directors may also establish other fees and deposits determined necessary by the Board. Without limitation, same include: clubhouse/meeting room deposits, use fees and/or clean-up fees; fees for the issuance of parking passes or decals; fees for architectural/engineer review of renovation/alteration plans; contractor damage deposits; and internet service, facsimile service and other services using Association equipment. Nothing in this Declaration shall be construed as obligating the Association to provide any of the aforementioned services.

11.8 Lease of Association Property or Common Elements. The power to lease Association Property or Common Elements, as authorized by the Board of Directors, including, but not limited to, the lease of Building roof areas and other Common Elements for antennas or other telecommunications and similar equipment. No use fee may be charged against a Unit Owner for use of the Common Elements or Association Property except fees set by the Board pertaining to an Owner having exclusive use of the Common Elements or Association Property, or as agreed by the Association and the party leasing Association Property or Common Elements, pursuant to an oral or written Lease agreement, or fees authorized by this Declaration.

11.9 Limitation upon Liability of Association. Notwithstanding the duty to maintain, repair, replace, insure or reconstruct parts of the Condominium Property, the Association is not liable to Unit Owners or any other person for injury or damages of any nature, other than for the cost of maintenance and repair of items for which the Association is otherwise responsible, caused by any progressive, latent or unknown condition of the Condominium Property, nor for any claims for damages or expenses affiliated with the maintenance and repair of the Condominium Property, except incidental damage to Owner property as provided in Article 9.1.4 hereof. The Association shall have no liability for loss of use or inability to inhabit the Condominium Property during work performed by, or at the direction of the Association, when the Board of Directors reasonably believes the property cannot be safely occupied during said period(s) of time. Without limiting the intended generality of the foregoing, the Association shall have no liability for loss of use, loss of rental income, alternative housing or subsistence expenses, or loss of value. **Notwithstanding anything contained herein or in the Condominium Documents or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner be a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant or user of any portion of the Condominium Property, including, without limitation, Residents and their Families,**

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Guests, Tenants, Invitees or for any property of any such persons. Without limiting the generality of the foregoing:

11.9.1 It is the express intent of the Condominium Documents that the various provisions thereof which are enforceable by the Association, and which govern or regulate the use of the Condominium Property, have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof; and

11.9.2 The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Volusia County, and/or any other jurisdiction or for the prevention of tortious or criminal activities; and

11.9.3 Any provisions of the Condominium Documents setting forth the uses of Assessments which relate to health, safety and or welfare shall be interpreted and applied only as limitations on the uses of Assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person(s), even if Assessment funds are chosen to be used for any such reason.

Each Unit Owner and each other person having an interest in or lien upon, or making any use of, any portion of the Condominium Property shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's Directors, Officers, Committee Members and other persons the Association may be required to indemnify, to the extent and limit of such indemnity, and without waiving, reducing or otherwise modifying coverage obligations or subrogation rights of any insurer.

11.10 Disclaimer, Waiver, and Release of Claims Regarding Mold and Mildew. Each Unit Owner acknowledges that the Condominium is located in a hot, humid climate, which is conducive to the growth of mold and/or mildew. The Board of Directors shall have the authority to adopt reasonable Rules and Regulations regarding maximum or minimum temperatures for Units and/or require that the air conditioning to the Units be set within certain temperature and/or humidity ranges and may require Owners to take such further actions as the Board deems advisable to control humidity and mold and/or mildew growth.

The Association shall not be responsible for the prevention of mold and/or mildew or any damages including, but not limited to, any special or consequential damages, property damages, personal injury, loss of income, emotional distress, death, loss of use, diminution or loss of value

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of the Unit, economic damages, and adverse health effects relating to, arising from or caused by mold and/or mildew accumulation regardless of the cause of said mold/or mildew.

EACH UNIT OWNER AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL CLAIMS, OBLIGATIONS, DEMANDS, DAMAGES, CAUSES OF ACTION, LIABILITIES LOSSES AND EXPENSES, WHETHER NOW KNOWN OR HEREAFTER KNOWN, FORESEEN OR UNFORESEEN, THAT SUCH PERSON HAS, OR MAY HAVE IN THE FUTURE, IN LAW OR IN EQUITY AGAINST THE ASSOCIATION, ITS OFFICERS, DIRECTORS, AND COMMITTEE MEMBERS, OR ANY PERSON OR ENTITY THE ASSOCIATION IS OBLIGATED TO INDEMNIFY (AND WITHOUT WAIVING, REDUCING OR OTHERWISE MODIFYING COVERAGE OBLIGATIONS OR SUBROGATION RIGHTS OF ANY INSURER), ARISING OUT OF, RELATING TO, OR IN ANY WAY CONNECTED WITH INDOOR AIR QUALITY, MOISTURE, OR THE GROWTH, RELEASE, DISCHARGE, DISPERSAL OR PRESENCE OF MOLD AND/OR MILDEW OR ANY CHEMICAL OR TOXIN SECRETED THEREFROM.

11.11 Restraint upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to his/her Unit.

12. INSURANCE. The casualty and liability insurance which shall be carried upon the Common Elements and the Unit owners as a group shall be governed by the following provisions:

12.1 Persons Benefited. All insurance policies covering the Common Elements and the Unit owners as a group shall be purchased by the Association for the benefit of the Association and the Unit owners and their mortgagees as their respective interests may appear, and provisions shall be made for the issuance of mortgagee endorsements to the holders of mortgages on Units to the extent of each Unit's undivided interest in the same. Unit owners shall obtain insurance coverage at their own expense upon their individual Units and personal property and for their personal liability.

12.2 Casualty Insurance. All buildings and improvements constituting the Common Elements and all fixtures and personal property appurtenant to the Common Elements shall be insured in an amount equal to the maximum insurable replacement value of the same, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in

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construction, location and use as the buildings and improvements on the land, including, but not limited to, vandalism and malicious mischief.

12.3 Liability Insurance. Public liability insurance for the benefit of the Association and Unit owners as a group shall be purchased in such amounts and with such coverage as shall, from time to time, be required in the discretion of the Board of Directors of the Association, including but not limited to, hired automobile and non-owned automobile coverage, and cross liability endorsements to cover liability of the Unit owner's as a group to a single Unit owner.

12.4 Workmen's Compensation. Workmen's Compensation coverage as may be required by law shall be purchased.

12.5 Other Insurance. Such other insurance shall be purchased as the Board of Directors may from time to time deem to be necessary or desirable.

12.6 Payment of Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

12.7 Share of Proceeds - Insurance Trustee. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit owners and their mortgagees as their respective interests may appear and shall provide that all proceeds covering property losses shall be paid to an Insurance Trustee, being an institution having offices in Volusia County, Florida, and possessing trust powers as may from time to time be approved by the Board of Directors of the Association, which trustee shall be hereinafter referred to as the "Insurance Trustee." The duty of the Insurance Trustee shall be to receive such proceeds as are paid under the aforesaid insurance policies and hold the same in trust for the purposes hereinafter stated 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.

12.7.1. Destruction of Common Elements Outside of Building. In the event that damaged or destroyed Common Elements are improvements outside of the Building the insurance proceeds payable on account thereof shall be held by the Insurance Trustee for the benefit of the Unit owners and their mortgagees with each Unit owner having an undivided share therein, such share being the same share as the undivided interest in the Common Elements appurtenant to each Unit.

12.7.2 Total Destruction of Building. In the event that all or substantially all of the Common Elements of the Building are damaged or destroyed so as to constitute "total destruction" as hereinafter defined in Article 13.1.2.2. hereof the insurance proceeds paid on account of such damage or loss to the Common Elements shall be held by the insurance Trustee for the benefit of the Unit owners, and their mortgagees, with each Unit owner having an undivided share therein, such share being the same share as the undivided interest in the Common Elements appurtenant to each Unit.

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12.7.3 Partial Destruction of Building. In the event that the Common Elements surrounding or adjacent to one or more given Units shall be damaged or destroyed in such manner as to constitute "partial destruction" as hereinafter defined in Article 13.1.2.1 hereof the insurance proceeds paid on account of such partial destruction shall be held for the benefit of the owners of Units the surrounding or abutting Common Elements of which were so damaged or destroyed, and their respective mortgagees in proportion to the cost of repairing or reconstructing such damaged Common Elements as they relate to the particular Unit or Units affected by such damage or destruction.

12.7.4. Mortgagees. In the event that a mortgagee endorsement has been issued with respect to a Unit's undivided interest in the Common Elements, the share of the Unit owner shall be held in trust for the mortgagee and the Unit owner as their respective interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except distributions to a Unit owner and his mortgagee pursuant to the provisions of this Declaration.

12.8 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:

12.8.1 Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefore.

12.8.2 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 hereinafter provided in Article 13. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

12.8.3 Failure to Reconstruct or Repair. If it is determined in the manner hereinafter provided in Article 13.1.2.2 that the damage for which the proceeds are paid shall not be constructed or repaired, 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 such mortgagee.

12.8.4 Certificate. In making distribution to Unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of Unit owners and their respective shares of the distribution.

12.9 Association as Agent. The Association is irrevocably appointed agent for each Unit owner and for each owner and holder of a mortgage or other lien upon any Unit and for each owner of any other interest in the Common Elements, to adjust all claims arising under insurance policies purchased by the Association, and to execute and deliver releases upon the payment of such claims.

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13. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

13.1 Determination to Reconstruct or Repair. 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:

13.1.1 Common Elements Outside of Building Elements. If the damaged or destroyed improvement is a Common Element lying outside of the Building, the same shall be reconstructed or repaired unless the damages to such Common Elements also extend to the Building, in which case the provisions relative to reconstruction and repair of the Building, as hereinafter provide, shall pertain.

13.1.2 Common Elements of Building.

13.1.2.1 Partial Destruction. If the damaged or destroyed improvement is the Building and less than ninety percent (90%) or more of the total amount of casualty insurance applicable to the Building within the condominium project is forthcoming by reason of such casualty, the Building shall not be reconstructed or repaired unless eighty-five percent (85%) of the Unit owners and all institutional mortgagees, being mortgage companies, banks, savings and loan associations and insurance companies, holding first mortgages upon Units within the condominium shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

13.1.2.2 Total Destruction. If the damaged or destroyed improvement is to the Building and ninety percent (90%) or more of the total amount of casualty insurance applicable to the Building within the condominium project is forthcoming by reason of such casualty, the Building shall not be reconstructed or repaired unless eighty-five percent (85%) of the Unit owners and all institutional mortgagees, being mortgage companies, banks, savings and loan associations, and insurance companies, holding first mortgages, upon Units within the condominium, shall within sixty (60) days after casualty agree, in writing, that the same shall be reconstructed or repaired.

13.1.2.3 Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the Unit owners and their mortgagees, where so provided, have made a decision whether or not to reconstruct or repair.

13.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original Building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is the Building, by the owners of all damaged Units therein, which approvals shall not be unreasonably withheld.

13.3 Responsibility. The damage to those parts of Units, for which the responsibility of maintenance and repair is that of Unit owners, shall be repaired and reconstructed by the Unit owners at their own expense. All other expenses of reconstruction and repair after casualty shall be those of the Association.

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13.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

13.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against the Unit owners in sufficient amounts to provide funds for the payment of such costs and in proportion to each Unit owner's share in the Common Elements.

13.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against Unit owners shall be disbursed in payment of such costs in the following manner:

13.6.1 Association. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

13.6.2 Insurance Trustees. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against Unit owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

13.6.2.1 Minor Damage. If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is \$125,000 or less, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

13.6.2.2 Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$125,000, 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.

13.6.2.3 Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that, the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

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13.6.2.4 Certificate. Notwithstanding the provisions herein, the Insurance Trustees shall not be required to determine whether or not sums paid by Unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and 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 herein 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.

14. EMERGENCY CONDITIONS. In addition to Board authority granted by law and the Condominium Documents, the Board shall have the following power and authority in connection with emergency conditions:

14.1 To determine after a Casualty whether the Units can be safely occupied. Such decision shall be based upon the advice of emergency management officials or a licensed professional.

14.2 To declare any portion of the Condominium Property or Association Property unavailable for occupancy by Owners, Family members, Tenants, or Guests after a Casualty, including during the rebuilding process. Such decision by the Board shall be based upon the advice of emergency management officials or a licensed professional (such as an engineer) and can be made only if necessary to protect the health, safety, or welfare of the Association, Owners, Family members, Tenants, or Guests.

14.3 To mitigate damage and take action to prevent the spread of fungus (including but not limited to mold and mildew) by tearing out wet drywall and carpet (even if the Unit Owner is obligated to insure and/or replace those items) and to remove personal property from the Unit and dispose of damaged property or store such property onsite or at an offsite location, with Owners responsible for reimbursing the Association for items for which the Owner is responsible but which may be necessary to prevent further damage. The Association shall bear no liability for such actions, if taken in good faith.

14.4 To contract on behalf of Unit Owners, with said Owners responsible to reimburse the Association, for items for which the Owner is responsible but which may be necessary to prevent further damage. Without limitation, this includes debris removal, dry-out of Units and replacement of damaged air conditioners when necessary to provide climate control in the Units. The Unit Owner shall be responsible to reimburse the Association within ten (10) days of the

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Association's invoice. The Association's right to payment shall be secured by a Common Expense Lien as provided in the Act and actions to collect such sums shall entitle the Association to recover interest, late fees, attorneys' fees, and other costs and expenses of collection.

14.5 To implement a disaster plan prior to, during or after an impending disaster including, but not limited to, shutting down elevators, electricity, security systems, and air conditioners.

14.6 To adopt, by Board action, emergency assessments with such notice deemed practicable by the Board.

14.7 To adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association property, with notice given only to those Directors with whom it is practicable to communicate.

14.8 To enter into agreements with local counties and municipalities to assist counties and municipalities with debris removal.

14.9 To exercise all emergency powers set forth in the Act.

15. OWNERSHIP AND USE RESTRICTIONS. Ownership and use of Condominium Property shall be in accordance with the following use restrictions and reservations:

15.1 Occupancy of Units; Single Family Residence. A Condominium Unit shall be used only as a Single Family residence. As used in the Condominium Documents, "Single Family" means one natural person, a group of two or more natural persons who customarily reside together as a Single Family housekeeping Unit, each of whom is related to each of the others by blood, marriage (or domestic partnership) or adoption, or not more than two persons not so related, who customarily reside together as a single housekeeping Unit. No more than six (6) persons may reside in a Unit. No more than six (6) persons (including Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit. For purposes of these Condominium Documents, reside means to sleep in the Unit for more than thirty (30) nights during a calendar year. No Unit may be divided or subdivided into a smaller Unit nor any portion sold or otherwise transferred. Visitation by Guests is further governed by Article 16 of this Declaration. Occupancy by Tenants is further governed by Article 17 of this Declaration. Units may not be used for commercial or business purposes. Unit Owners and Occupants may use Units for "home office" or "telecommuting" purposes, provided that such uses do not involve customers or clients coming onto the Condominium Property, the posting of any signage in the Condominium, the storage of equipment, products, or materials in the Condominium, nor more than two regular deliveries per day of correspondence or similar items from customary express delivery services.

Proposed Amended and Restated Declaration of Covenants, Conditions, Restrictions, Easements
and Reservations for Point East, a Condominium
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15.2 Nuisance. The Condominium Property shall not be used for any immoral, improper or unlawful purpose and no use or behavior shall be allowed which will create a public or private nuisance, nor which shall unreasonably interfere with the quiet possession or enjoyment of the Condominium Property, nor which becomes a source of annoyance to the Condominium Residents, or which will increase insurance rates. All property shall be kept in a neat and orderly manner. The Common Elements shall be used for the purpose of furnishing services and facilities as herein provided for the welfare and enjoyment of such Residents. The Condominium Property shall be used in accordance with all federal, state, and local laws and ordinances.

15.3 Refuse or Garbage. All parts of the property within the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed or permitted to accumulate, nor any fire hazard allowed or permitted to exist.

15.4 Additional Restrictions. Additional use, transfer and other restrictions are contained in the Rules and Regulations, which may be promulgated and amended from time to time by the Board of Directors. Amendments to the Rules and Regulations may, but need not be, recorded in the Public Records. Additional use, transfer and other restrictions are also contained elsewhere in the Condominium Documents.

16. GUEST OCCUPANCY. Use or visitation without consideration (payment) distinguishes a Guest usage from a tenancy. There are various types of Guest uses, which are regulated as follows:

16.1 Non-Overnight Visitation by Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective Families) are permitted to have non-overnight Guests, provided that same does not create a nuisance or annoyance to other Condominium Residents, nor prevent their peaceful enjoyment of the premises. The Association may restrict or prohibit Guest visitation by persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or plead no contest to a felony, including but not limited to registered sex offenders and persons who have been convicted of or plead no contest to narcotic offenses. Non-overnight Guests shall be entitled to use the Association facilities only when accompanied by the Unit Owner or Tenant, unless otherwise approved by the Board of Directors. The Board may establish additional restrictions on non-overnight Guest usage of Condominium facilities, including but not limited to the maximum numbers of Guests who may use common facilities.

16.2 Overnight Guests When Unit Owner or Tenant is in Residence. Unit Owners and Tenants (and their respective Families) may have related or unrelated overnight Guests, so long as the Unit Owner or Tenant is in simultaneous residence in that Unit. There is no requirement for registration of overnight Guests with the Association when the Unit Owner or Tenant is simultaneously occupying the Unit, but may be subject to access control protocols or procedures used generally, if any. The Association may restrict or prohibit Guest visitation by

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persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or plead no contest to a felony, including but not limited to registered sex offenders and persons who have been convicted of or plead no contest to narcotic offenses. No more than six (6) persons (including the Unit Owners, Tenants, Residents, their Families, Guests or any other Occupants) may sleep overnight in a Unit.

16.3 Non-Overnight Guests in the Absence of the Unit Owner or Tenant. Unit Owners and Tenants are not permitted to have non-overnight Guests when the Unit Owner or Tenant is absent from the Condominium. Unit Owners and Tenants may have Units inspected by caretakers, friends or relatives. However, such individuals shall not be permitted to use Condominium facilities, such as recreational facilities (including but not limited to the pool, parking areas, and beach access).

16.4 Overnight Guests in the Absence of the Unit Owner or Tenant. Tenants are not permitted to have overnight Guests (related or non-related) in the absence of the Tenants' simultaneous residence. Unit Owners are permitted to have overnight Guests in the absence of the Unit Owner subject to the Rules and Regulations as may be deemed necessary by the Board to effectuate the residential, non-transient nature of this Condominium, but the Unit Owners must notify the property manager of the Guests. Ten (10) days prior notice of the guests to the Association is required. The Association may restrict or prohibit Guest visitation by persons who have committed nuisances upon the Condominium Property or otherwise violated the Condominium Documents in the past, and persons who have been convicted of or plead no contest to a felony, including but not limited to registered sex offenders and persons who have been convicted of or plead no contest to narcotic offenses.

16.5 Additional Board Authority. The Board may promulgate such rules, policies, and procedures as are necessary to implement this Article. The Board may, at a duly-noticed meeting, temporarily suspend or permanently ban a Guest from entering the Condominium Property if the Board finds that such person has engaged in a serious violation of the Condominium Documents or applicable law upon the Condominium Property, or has engaged in systematic violations of the Condominium Documents or applicable law upon the Condominium Property. Prior to the imposition of such suspension or ban, the Owner of a Unit shall be given at least fourteen (14) days' notice of an opportunity before a hearing before the Board of Directors to show cause why the suspension or ban should not be imposed. The decision of the Board shall be final and shall not be subject to any requirement for a hearing before any type of Committee. In the event that Unit Owners are suspected of circumventing rental restrictions by receiving consideration for occupancies which are held out as guest occupancies, the Association may require proposed Guest Occupants to submit proof of familial relationship, an affidavit as to absence of payment for the right to occupy the premises, or other proof that the leasing provisions of Article 17 are not being violated.

17. LEASING AND TRANSFERS.

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17.1 Leasing of a Unit. The lease of a Unit is defined as occupancy of the Unit by any person other than the Unit Owner, whether pursuant to verbal or written agreement, where said occupancy by the non-owner involves consideration (the payment of money, the exchange of goods or services, or any other exchange of value). The term "leasing" and "renting" shall be used interchangeably for the purpose of this Declaration. The term "Tenant" and "Lessee" shall likewise be used interchangeably. All leases shall be for a minimum period of four (4) continuous days.

17.2 Tenant Conduct; Remedies. If a Tenant, Resident, other Unit Occupant, Guest or Invitee fails to abide by the Condominium Documents, the Unit Owner(s) shall be responsible for the conduct of the Tenants, Residents, Occupants, Guests or Invitees and shall be subject to all remedies set forth in the Condominium Documents and Florida law, without waiver of any remedy available to the Association as to the Tenant. The Unit Owner shall have the duty to bring his Tenant's conduct (and that of the other Unit Residents, Occupants, Guests or Invitees) into compliance with the Condominium Documents by whatever action is necessary, including without limitation the institution of eviction proceedings without notice to cure, where legally permissible. If the Unit Owner fails to bring the conduct of the Tenant into compliance with the Condominium Documents in a manner deemed acceptable by the Association, or in other circumstances as may be determined by the Board, the Association shall have the authority to act as agent of the Unit Owner to undertake whatever action is necessary to abate the Tenants' noncompliance with the Condominium Documents (or the noncompliance of other Residents, Occupants, Guests or Invitees), including without limitation the right to institute an action for eviction against the Tenant in the name of the Association in its own right, or as agent of the Unit Owner. The Association shall have the right to recover any costs or fees, including attorneys' fees, incurred in connection with such actions, from the Unit Owner which shall be secured by a continuing lien in the same manner as assessments for Common Expenses, to wit, secured by a Lien for Charges. All leases will be deemed to provide, that the Association shall have the authority to direct that all rental income related to the Unit be paid to the Association until all past due and current obligations of the Association have been paid in full, including but not limited to all past due Assessments, Charges, other monetary obligations, late fees, interest, attorneys' fees and cost and expenses of collection.

17.3 Transfer of a Unit. The Unit Owner shall notify the Association prior to the transfer of a Unit. In addition, the Unit Owner shall fill out information requested by the Association regarding the purchaser.

18. METHOD OF AMENDMENT OF DECLARATION. Except as elsewhere provided otherwise, this Declaration may be amended in the following manner:

18.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

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LAW OFFICES
BECKER & POLIAKOFF, P.A.
111 N. ORANGE AVE. • SUITE 1400 • ORLANDO, FL 32801
TELEPHONE (407) 875-0955

18.2 Proposed Amendment Format. Proposals to amend the existing Declaration shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF DECLARATION. SEE ARTICLE NUMBER (OR CURRENT DECLARATION) FOR PRESENT TEXT."

18.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

18.4 Adoption of Amendments. The proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

18.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Volusia County Public Records according to law.

18.6 Automatic Amendment. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in this Declaration, the Board may operate the Association pursuant to the less stringent requirements without the need to change this Declaration. The Board of Directors, without a vote of the Owners, may also adopt by majority vote, amendments to this Declaration as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

18.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

19. TERMINATION OF CONDOMINIUM. Termination of the condominium shall be accomplished at any time in accordance with the following provisions:

19.1 By Agreement. The condominium may be terminated at any time by

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approval, in writing, executed with the same formality as a deed and in recordable form of all of the record owners of Units within the condominium and by all institutional mortgagees, being mortgage companies, banks, savings and loan associations and insurance companies holding and owning first mortgages of record on Units within the condominium.

19.2 Total Destruction. If there shall be "total destruction" of the condominium improvements as that term- is defined in Article 13.1.2.2 hereof and it shall not be decided as therein provided that such improvements shall be repaired or reconstructed, the condominium form of ownership shall thereupon automatically terminate without agreement; provided, however, that such termination shall be effective only upon the recording among the Public Records of Volusia County, Florida, of a certificate executed by the President and Secretary of the Association certifying as to the facts effecting the termination to which certificate shall be appended a certified copy of a duly adopted resolution of the Association evidencing the required vote not to reconstruct or repair the damaged improvements.

19.3 Consequences of Termination. Upon termination of the condominium the Unit owners, being owners of the Common Elements, shall thereupon, be and become owners as tenants in common of the condominium property (i.e. the estate in the above-described real property and the improvements constructed thereon) and all of the assets of the Association until such time as their ownership interests shall terminate, The shares of such tenants in common shall be the same as were their undivided interests in the Common Elements prior to the termination of the condominium. A mortgagee or lien holder of a Unit owner or upon a Unit who shall have a mortgage or lien solely and exclusively upon the undivided share of such tenancy in common of the tenant in common who, immediately prior to such termination was the owner of the Unit upon which such mortgagee or lien holder had its mortgage or lien.

20. CONDEMNATION.

20.1 Awards. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a Casualty to the portion taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the Casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association, and if any fail to do so, a special assessment shall be made against a defaulting Unit Owner in the amount of this award, or the amount of the award shall be set off against any sums payable to that Owner.

20.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be decided in the same manner as repair after Casualty as set forth in Article 13 hereof, to the extent permitted by law.

20.3 Distribution of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be owned and distributed in the manner

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provided for insurance proceeds when the Condominium is terminated after a Casualty. If the Condominium is not terminated after condemnation, the size of the Condominium may be reduced. The Owners of condemned Units, if any, will share in awards and special assessments as provided below.

20.4 Association as Agent. The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

20.5 Units Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

20.5.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

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

20.6 Units Not Habitable. If the taking of any entire Unit or so reduces the size of the Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

20.6.1 Payment of Award. The condemnation award immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and mortgagee(s).

20.6.2 Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors.

20.6.3 Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Unit Owner and to recondition the remaining portion of the Unit, the amount required for those purposes shall be raised by special assessment against all of the Unit Owners who will continue as Owners of any Unit after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the shares of those Owners in the Common Expenses after the changes effected by the taking.

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20.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, may be returned to the Unit Owners or used by the Association as the Board may determine.

20.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are necessitated by condemnation, shall be evidenced by an amendment of the Declaration that need be approved only by a majority of all Directors of the Board.

21. COMPLIANCE AND DEFAULT.

21.1 Duty to Comply; Right to Sue. Each Unit Owner, his Family, Tenants, Guests, Invitees and all Unit Occupants and the Association shall be governed by and shall comply with the provisions of the Condominium Act and the Condominium Documents. Actions for damages or for injunctive relief, or both, or for failure to comply may be brought by the Association or by a Unit Owner against:

21.1.1 The Association;

21.1.2 A Unit Owner; or

21.1.3 Anyone who occupies a Unit as a Unit Owner, Family member, Tenant, Occupant or Guest. Unit Owners shall be jointly and severally liable for violations of the Condominium Documents by their Family members, Tenants, Guests, Invitees and Unit Occupants.

21.2 Attorneys' Fees. In any legal proceeding arising out of an alleged failure of a Unit Owner, Family member, Tenant, Guest, Invitee, Occupant or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs and expenses of the proceeding and reasonable attorneys' fee before trial, at trial and on appeal.

21.3 No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owners under any terms, provisions, covenants, or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

21.4 Waiver of Application of Condominium Documents. The Association shall have the right to waive the application of one or more of the covenants or restrictions of the Condominium Documents, or to permit a deviation from said covenants or restrictions, as to any

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Unit where, in the discretion of the Board, hardship circumstances exist which justify such waiver or deviation. In the event of any such waiver or permitted deviation, or in the event the Association fails to enforce violation of said covenants or restrictions, such actions or inactions shall not be deemed to prohibit nor restrict the right of the Association, or any other person having the right to enforce said covenants or restrictions, from insisting upon strict compliance with respect to all other Units, nor shall any such actions be deemed a waiver of any of the covenants or restrictions contained in the Condominium Documents as same may be applied in the future.

21.5 No Obligation of Association to Enforce. The Association may, but shall not be required to, seek enforcement of the Condominium Documents. Without limiting the intended generality of the foregoing sentence, the Board shall have the discretion, without further liability to the Association, to decline to take action in cases as to which legal counsel has advised of a reasonable probability of failure on the merits, or in situations which involve disputes, complaints, or allegations of violation of the Condominium Documents involving the interest of the Owners of two different Units, including but not limited to noise complaints, nuisance allegations, and the like

21.6 Notice of Lien or Suit.

21.6.1 Notice of Lien. A Unit Owner shall give written notice to the Association of every lien upon his Unit, other than for permitted first mortgages, taxes and special assessments, within five (5) days after the Unit Owner receives actual notice of the attachment thereof.

21.6.2 Notice of Suit. A Unit Owner shall give written notice to the Association of every suit or other proceeding which may affect the title to his Unit, or impose liability on the Association, within five (5) days after the Unit Owner receives actual knowledge thereof.

21.6.3 Failure to Comply. Failure of an Owner to comply with this Article 22.6 will not affect the validity of any judicial suit; however, the failure may render the Owner liable to any party injured by such failure.

22. MISCELLANEOUS PROVISIONS.

22.1 Covenants Running with the Land. The covenants and restrictions as herein contained, or forming a part of the Condominium Documents, shall be deemed to run with the land and shall run perpetually unless terminated or amended as provided herein.

22.2 Savings Clause. If any provision of the Condominium Documents hereto, as the same now exist or as may be later amended or any portion thereof, shall be held invalid by any Court, or other governmental agency with proper authority to so hold, the validity of the remainder of said Condominium Documents shall remain in full force and effect.

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22.3 Heirs, Successors and Assigns. These Condominium Documents shall be binding upon the heirs, nominees, successors, administrators, executors and assigns of all Unit Owners.

22.4 Notices. All notices shall be given as provided in the By-Laws.

22.5 Compliance with Fair Housing Laws. There shall be no limitation upon sale, lease, or occupancy of any Unit based upon race, creed, color, sex, religion, national origin, handicap, or familial status. The Association may make reasonable accommodations, including reasonable waiver of the covenants and restrictions of the Condominium Documents, when necessary to afford handicapped individuals the opportunity to enjoy the Condominium premises, or to comply with other legal requirements.

22.6 Conflicts. In the event of a conflict between any provision of the Condominium Documents and the Condominium Act, the Condominium Act shall control, except in cases where the Act permits the Condominium Documents to regulate the subject, in which case the Condominium Documents will control. In the event of a conflict between this Declaration and the other Condominium Documents, same shall be governed as provided in the By-Laws.

22.7 Interpretation. The Board of Directors shall be responsible for interpreting the provisions of the Condominium Documents. The Board's interpretations shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Association's legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the interpretation as valid.

22.8 Captions and Headings. The headings and captions used in the Condominium Documents are solely for convenience sake and shall not be considered a limitation of any nature in interpreting the Condominium Documents.

22.9 Waiver. The failure of the Association to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association to enforce such right, provision, covenant or condition in the future.

22.10 Plurality; Gender. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

ACTIVE: P23026/353988:10947060_1_BPATRIE

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TELEPHONE (407) 875-0955

EXHIBIT "A"

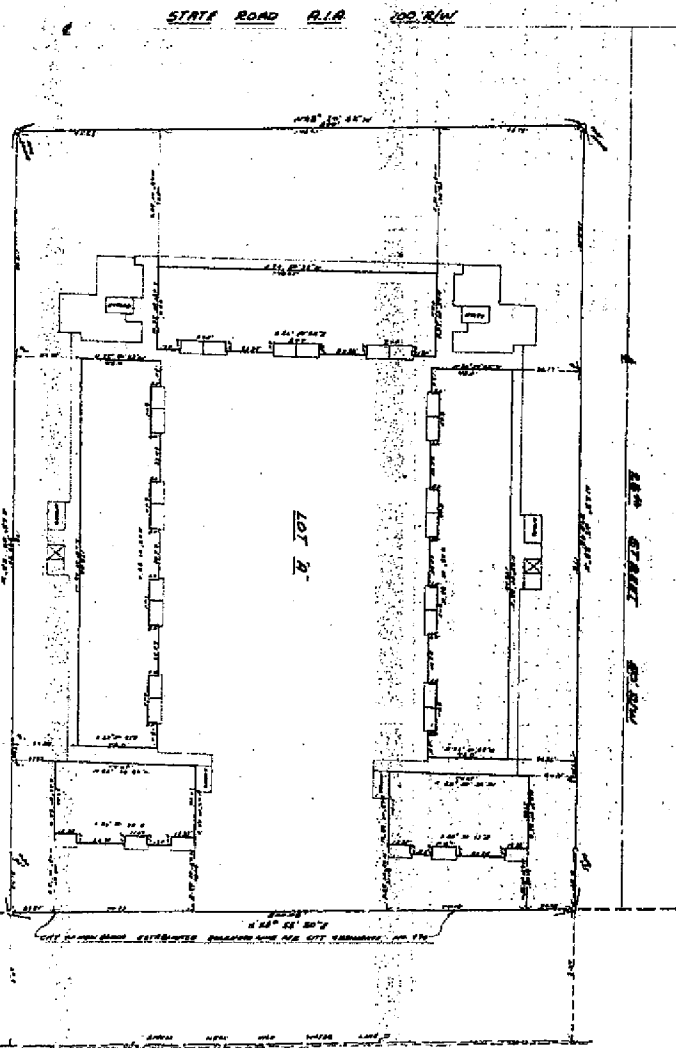
LOTS 1 THROUGH 10, INCLUSIVE, BLOCK 29, CORNADO BEACH SUBDIVISION, ACCORDING TO THE MAP THEREOF AS RECORDED IN MAP BOOK 5, PAGE 83, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THAT PART OF VACATED HILL STREET (CITY ORDINANCE NO. 826) LYING WESTERLY AND ADJACENT TO SAID LOTS 1 THROUGH 6, INCLUSIVE, AND EASTERLY OF AND ADJACENT TO SAID LOTS 7 AND 10, INCLUDING ALL RIPARIAN AND LITTORAL RIGHTS.

ACTIVE: P23026/353988:8970341_1_BPATRIE

1594 PAGE 46

POINT EAST
A CONDOMINIUM OF

THIS PLAN, showing the layout of the building and the location of the units, is a part of the record of the plat of the Point East Condominium, which is on file in the office of the Clerk of the Superior Court of the City and County of New York.

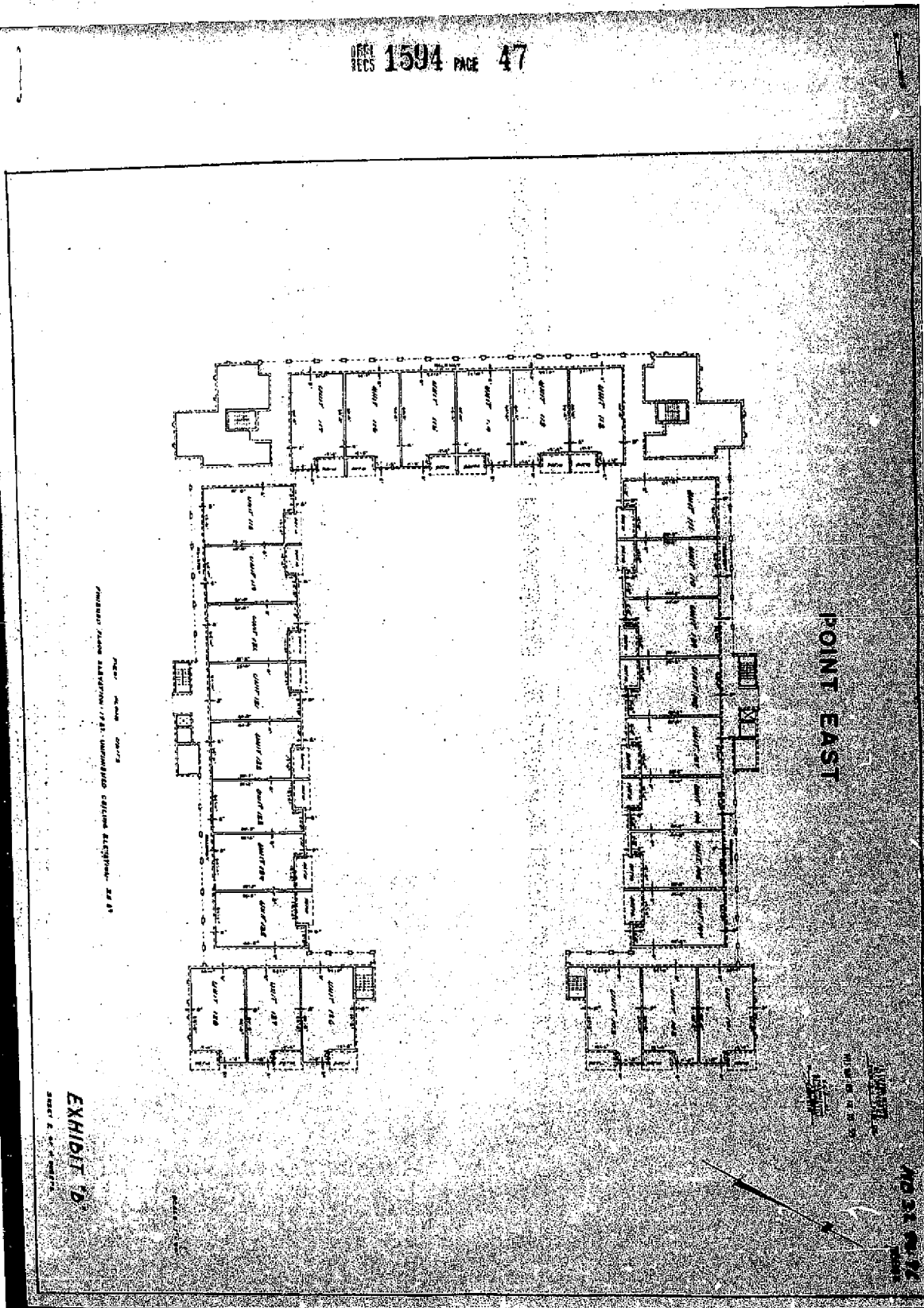


LOT 2. The lot is bounded by State Road R.R. to the north, Atlantic Ocean to the east, and by the building to the south and west. The lot is divided into two parts, one of which is the building and the other is the area between the building and the ocean. The building is a rectangular structure with a complex internal layout of rooms and corridors. The plan is drawn to scale and includes a north arrow pointing towards the top right.

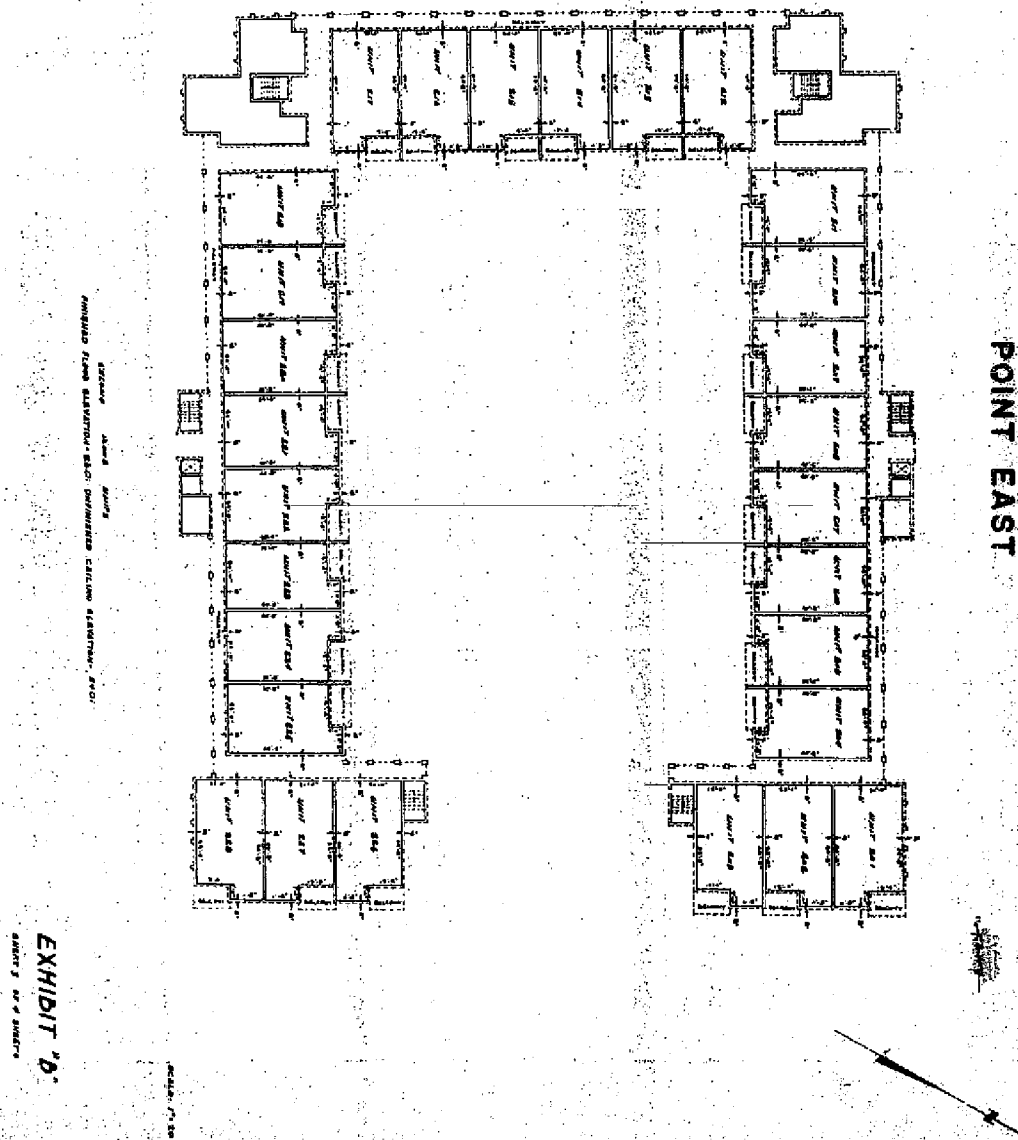
THE BUILDING. The building is a rectangular structure with a complex internal layout of rooms and corridors. The plan is drawn to scale and includes a north arrow pointing towards the top right. The building is located on Lot 2, which is bounded by State Road R.R. to the north, Atlantic Ocean to the east, and by the building to the south and west. The lot is divided into two parts, one of which is the building and the other is the area between the building and the ocean.

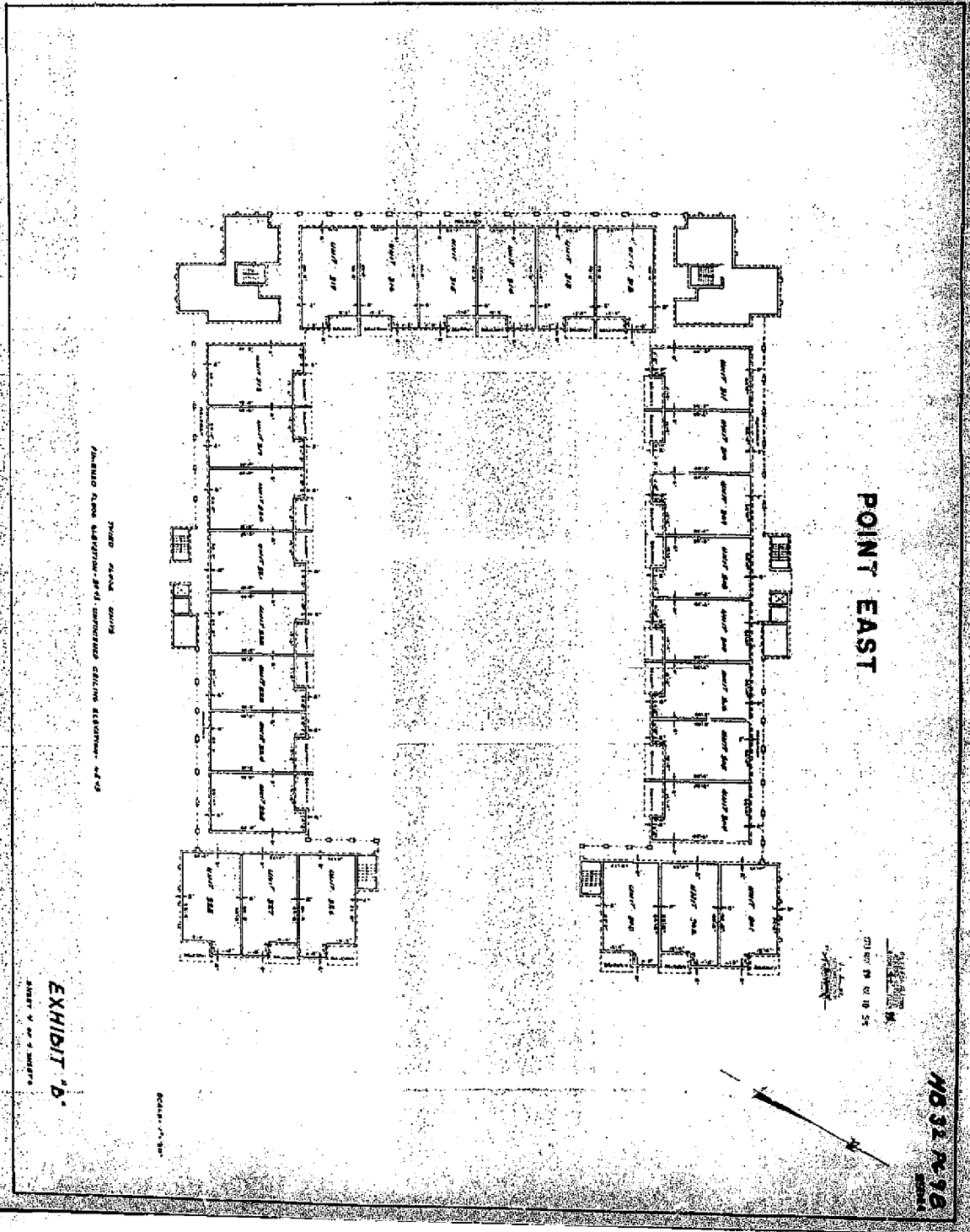
ENCLOSURE. The enclosure is a rectangular structure with a complex internal layout of rooms and corridors. The plan is drawn to scale and includes a north arrow pointing towards the top right. The enclosure is located on Lot 2, which is bounded by State Road R.R. to the north, Atlantic Ocean to the east, and by the building to the south and west. The lot is divided into two parts, one of which is the building and the other is the area between the building and the ocean.

DECEL 1594 PAGE 47
RECS



1594 PAGE 48





1594 MAR 50

EXHIBIT "C"

CERTIFICATE OF ARCHITECT

THIS CERTIFICATE is made this 29th day of March, 1972,
by ALAN BERMAN of Orlando, Florida, who hereby certifies as
follows:

1. That he is an Architect licensed by the State of
Florida under License Number 2694. That this Certificate is
made in compliance with the requirements of Section 711.08,
Florida Statutes, as to Point East, A CONDOMINIUM located upon
the following described real property situate in Volusia
County, Florida, to-wit:

Lots 1 through 10, inclusive, Block 29,
CORONADO BEACH SUBDIVISION, according to
the map thereof as recorded in Map Book 5,
Page 83, Public Records of Volusia County,
Florida, together with that part of
Vacated Hill Street (City Ordinance No. 826)
lying Westerly and adjacent to said Lots 1
through 6, inclusive, and Easterly of and
adjacent to said Lots 7 and 10, including
all riparian and littoral rights.

2. That the Survey and Plot Plan and Floor Plans of Point
East, A CONDOMINIUM, together consisting of four (4) pages pre-
pared by DANIEL W. COREY, Surveyor, and attached as Exhibits "A"
and "B" respectively to the Declaration of Covenants, Conditions,
Easements, Restrictions and Reservations for said Point East,
A CONDOMINIUM, dated March 29, 1972 together with the wording
of said Declaration constitute a substantially correct re-
presentation of the improvements of that Condominium and that
there can be determined therefrom the identification, location,
dimensions and size of each unit within that Condominium and
the general location of all of the Common Elements thereof.


ALAN BERMAN
A.L.A. Architect
Florida Registration No. 2694

This instrument prepared by and)
 should be returned to:)
)
Elizabeth A. Lanham-Patrie, Esquire)
 Becker & Poliakoff, P.A.)
 111 North Orange Ave.)
 Suite 1400)
 Orlando, FL 32801)
 (407) 875-0955)
)
)
)
)

CERTIFICATE OF RECORDING

ARTICLES OF AMENDMENT AMENDED AND RESTATED ARTICLES OF INCORPORATION OF POINT EAST ASSOCIATION, INC.

WHEREAS, attached hereto as **Exhibit "A,"** constitutes the Articles of Amendment Amended and Restated Articles of Incorporation of Point East Association, Inc. ("Amended and Restated Articles of Incorporation"). The original Articles of Incorporation of Point East Association, Inc., were recorded at Official Records Book 1594, Page 51 as Exhibit "D" to the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Point East, a Condominium recorded at Official Records Book 1594, Page 1 of the Public Records of Volusia County, Florida ("Original Articles of Incorporation"); and

WHEREAS, the Original Declaration was re-recorded at Official Records Book 4726, Page 3946 as an attachment to the Notice of Preservation of Covenants and Restrictions for Point East, a Condominium recorded at Official Records Book 4726, Page 3870 of the Public Records of Volusia County, Florida; and

WHEREAS, the original Articles of Incorporation were amended pursuant to the Articles of Amendment to the Articles of Incorporation for Point East Association, Inc., filed with the Department of State, Division of Corporations on February 25, 2014, and this Amendment was not recorded in the public records ("Amendment to the Articles of Incorporation"); and

WHEREAS, the Members of Point East Association, Inc., are entitled to vote on amendments to the Articles of Incorporation and have approved the Amended and Restated Articles of Incorporation pursuant to Article XIII of the Amendment to the Articles of Incorporation, which requires the affirmative vote of not less than two-thirds (2/3) of the members present in person or by proxy at a meeting of the Members at which a quorum is present; and

EXHIBIT B

WHEREAS, the Members approved the Amended and Restated Articles of Incorporation at a meeting held on **May 6, 2017**.

NOW THEREFORE, the Amended and Restated Articles of Incorporation shall specifically and completely supersede and replace the Original Articles of Incorporation and the Amendment to the Articles of Incorporation.

Executed at NEW SAVENNA (city), Volusia County, Florida, on this the 18 day of AUGUST, 2017.

Signed and deliver
in the presence of:

[Signature]
Printed Name: Brad Hollingsworth

[Signature]
Printed Name: John L. Sheehan

POINT EAST ASSOCIATION, INC.

By: [Signature]
Printed Name: Michael Ison
Title: President

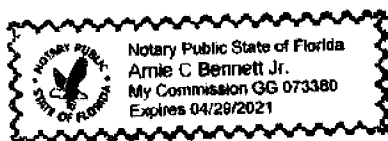
Address: 3801 S. ATLANTIC AVE #212
NEW SAVENNA BCH, FL 32119

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of AUGUST, 2017, by MICHAEL ISON, as President of **POINT EAST ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/she ☒ is personally known to me or [] has produced _____ as identification.

WITNESS my hand in the County and State last aforesaid on this 18 day of AUGUST, 2017.



[Signature]
Notary Public-State of Florida
Print Name: ARNIE C. BENNETT JR
Commission No.: _____
My Commission Expires: _____

724243**BECKER &
POLIAKOFF**111 N. Orange Avenue
Suite 1400
Orlando, FL 32801

(City/State/Zip/Phone #)

☐ PICK-UP ☐ WAIT ☐ MAIL

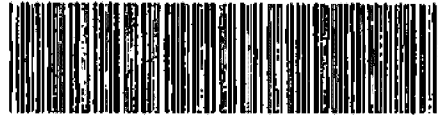
(Business Entry Name)

(Document Number)

Certified Copies _____ Certificates of Status _____

Special Instructions to Filing Officer

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JUN 30 2017
F. LEMIEUX

**ARTICLES OF AMENDMENT
TO ARTICLES OF INCORPORATION
OF
POINT EAST ASSOCIATION, INC.**

The undersigned, being the President of **POINT EAST ASSOCIATION, INC.**, a Florida not-for-profit corporation, hereby executes these Articles of Amendment which shall be filed in the Office of the Florida Department of State.

**ARTICLE I
Amendments**

A copy of the text of the Amended and Restated Articles of Incorporation of Point East Association, Inc. ("Amended and Restated Articles of Incorporation") is attached hereto as Exhibit "A".

**ARTICLE II
Approval**

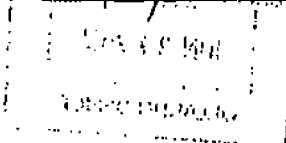
The members of **POINT EAST ASSOCIATION, INC.**, are entitled to vote on amendments to the Articles of Incorporation. Pursuant to Article XIII of the Amendment to the Articles of Incorporation, the Association has obtained the necessary votes of not less than two-thirds (2/3) of the members present in person or by proxy at a meeting of the Members at which a quorum is present in order to approve the Amended and Restated Articles of Incorporation. The meeting of the Members was held on May 6, 2017.

**ARTICLE III
Effective Date**

The attached Amended and Restated Articles of Incorporation shall be effective upon the recording of these Articles of Amendment in the Public Records of Volusia County, Florida.

(Signature on Next Page)

IN WITNESS WHEREOF, the undersigned has executed these Articles of Amendment
on 6th day of JUNE, 2017.



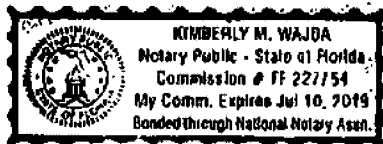
POINT EAST ASSOCIATION, INC.

By: Michael Eson
Print Name: MICHAEL ESON, PRES
Its President
Address: 5801 S. ATLANTIC AVE
NEW SMYRNA BEACH, FL
32169

STATE OF FLORIDA
COUNTY OF ORANGE

THE FOREGOING INSTRUMENT was acknowledged before me this 7th day of
JUNE, 2017, by MICHAEL ESON, as President of **POINT**
EAST ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the Corporation.
He/She ☒ is personally known to me or ☐ has produced _____
_____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid on this 7th
day of JUNE, 2017.



Kimberly M. Wajda
Notary Public - State of Florida
Print Name: Kimberly M. Wajda
Commission No.: FF 227754
My Commission Expires: July 10, 2019

EXHIBIT "A"
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
POINT EAST ASSOCIATION, INC.

These are the Amended and Restated Articles of Incorporation of Point East Association, Inc., which were originally filed with the Florida Department of State on the August 31, 1972. The Articles of Incorporation of Point East Association, Inc., ("Original Articles of Incorporation") were recorded at Official Records Book 1594, Page 51 as Exhibit "D" to the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Point East, a Condominium recorded at Official Records Book 1594, Page 1 of the Public Records of Volusia County, Florida, and the Original Articles of Incorporation were re-recorded at Official Records Book 4726, Page 3946, with the Notice of Preservation of Covenants and Restrictions for Point East, A Condominium recorded at Official Records Book 4726, Page 3870 of the Public Records of Volusia County, Florida. The Original Articles of Incorporation were amended by an amendment filed on February 25, 2014, with the Florida Department of State.

The address of the current registered office is 3801 S. Atlantic Ave., New Smyrna Beach, FL 32169. The Board of Directors may, from time to time, change the designation of the principal office, the mailing address of the corporation, the registered office and the registered agent, in the manner provided by law.

1. **NAME.** The name of the corporation is POINT EAST ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Point East, a Condominium as "Declaration," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

2. **PURPOSE.** The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the "Act") for the operation of that certain Condominium located in Volusia County, Florida, and known as Point East, A Condominium (the "Condominium"). The purpose is the promotion of the health, safety and welfare of its members and the unification of their energy and efforts toward the creation and maintenance of a safe, prosperous, harmonious, attractive and comfortable community in which to live.

3. **DEFINITIONS.** The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration and the Act, unless herein provided to the contrary, or unless the context otherwise requires.

4. POWERS. The powers of the Association shall include the following:

4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of the Declaration, these Articles or of the Act.

4.2 Enumeration. The Association, through its Board of Directors, shall have all the powers set forth in the Act except as limited by the Declaration, these Articles, and the By-Laws (all as amended from time to time), and all of the powers reasonably necessary to operate the Condominium and to carry out the purposes and objectives set forth herein, including but not limited to the following:

4.2.1 To make and collect Assessments and other Charges against Members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.

4.2.2 To buy, own, operate, lease, sell, and trade both real and personal property as may be necessary or convenient in the administration of the Association and the operation of the Condominium.

4.2.3 To maintain, repair, replace, reconstruct, add to, and operate the Condominium Property and other property acquired or leased by the Association.

4.2.4 To purchase insurance upon the Condominium Property and insurance for the protection of the Association, its Officers, Directors, Committee Members, and Members as Unit Owners.

4.2.5 To make and amend Rules and Regulations concerning the use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

4.2.6 To enforce by legal means the provisions of the Act, other applicable laws, the Declaration, these Articles, the By-Laws, the Rules and Regulations, and the policies of the Association.

4.2.7 To contract for the management of the Condominium and any facilities used by the Unit Owners, and to delegate to the party with whom such contract has been entered into all of the powers and duties of the Association except those which require specific, non-delegable approval of the Board of Directors or the membership of the Association.

4.2.8 To contract for the maintenance, repair and improvement of portions of the Condominium Property for which the Association is responsible.

4.2.9 To employ personnel to perform the services required for proper operation of the Condominium.

4.2.10 To make contracts and incur liabilities, borrow money at such rates of interest as the Board may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, special assessments, income or rights.

4.3 Condominium Property. All funds and the titles of all properties acquired by the Association and their proceeds shall be held for the benefit and use of the Members in accordance with the provisions of the Act, the Declaration, these Articles and the By-Laws.

4.4 Distribution of Income. The Association shall make no distribution of income to its Members, Directors or Officers. This provision shall not apply to the distribution of insurance proceeds as provided in the Declaration, nor the distribution of proceeds affiliated with termination or condemnation, as provided in the Declaration and the Act, nor reimbursement for expenses as may be authorized by the Board.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles, the By-Laws and the Act.

5. MEMBERS. The Members of the Association shall consist of all of the record Owners of Units in the Condominium, and after termination of the Condominium shall consist of those who were Members at the time of the termination and their successors and assigns. Membership shall be appurtenant to and may not be separated from the ownership of the condominium Unit to which it is appurtenant.

5.1 Assignment. The share of a Member in the funds and assets of the Association cannot be assigned, hypothecated, pledged or transferred in any manner except as an appurtenance to the Unit for which that share is held.

5.2 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida law shall not be entitled to cast the vote assigned to the Unit for which the suspension was levied during the period of suspension and such Voting Interests shall be subtracted from the required number of votes when calculating any required vote or quorum for the period during which such suspension exists.

5.3 Meetings. The By-Laws shall provide for an annual meeting of Members, and may make provision for regular and special meetings of Members other than the annual meeting.

6. TERM OF EXISTENCE. The Association shall have perpetual existence; however, if the Association is dissolved, the property consisting of the Surface Water Management System will be conveyed to an appropriate agency of local government. If this is not accepted, then the Surface Water Management System will be dedicated to a similar non-profit corporation.

7. **OFFICERS.** The affairs of the Association shall be administered by the Officers designated in the By-Laws. The Officers shall be elected by the Board of Directors of the Association at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board of Directors. The By-Laws may provide for the removal from office of Officers, for filling vacancies, and for the duties of the Officers.

8. **DIRECTORS.**

8.1 **Number and Qualification.** The property, business and affairs of the Association shall be managed by a Board consisting of the number of Directors determined by the By-Laws, but which shall consist of not less than three (3) Directors.

8.2 **Duties and Powers.** All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, the By-Laws and the Rules and Regulations (all as amended from time to time) shall be exercised exclusively by or under the direction of the Board of Directors, as provided in the By-Laws, subject only to approval by Members when such approval is specifically required.

8.3 **Election; Removal.** Directors of the Association shall be elected at the annual meeting of the Members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

9. **BY-LAWS.** The By-Laws of this corporation may be altered, amended, or repealed in the manner provided in the By-Laws.

10. **AMENDMENTS.** These Articles may be amended in the following manner:

10.1 **Proposal of Amendments.** An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 **Proposed Amendment Format.** Proposals to amend existing Articles of Incorporation shall contain the full text of the Article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF ARTICLE. SEE ARTICLE NUMBER ____ (OR SEE CURRENT ARTICLES OF INCORPORATION) FOR PRESENT TEXT."

10.3 **Notice.** Written notice setting forth the proposed amendment or a summary of the changes shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 **Adoption of Amendments.** The proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement

of two-thirds (2/3^{ds}) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Volusia County Public Records according to law and filed with the Secretary of State according to law.

10.6 Automatic Amendment. These Articles shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration. Whenever the Act, Chapter 617, Florida Statutes or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these Articles, the Board may operate the Association pursuant to the less stringent requirements without the need to change these Articles. The Board of Directors, without a vote of the Members, may also adopt by majority vote, amendments to these Articles of Incorporation as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Unit Owners approve the amendment.

11. INDEMNIFICATION.

11.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit, or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the

Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

11.2 Defense. To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 11.1 above, or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

11.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized by this Article 11. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

11.4 Miscellaneous. The indemnification provided by this Article 11 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

11.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the duty to indemnify him against such liability under the provisions of this Article.

This instrument prepared by and)
 should be returned to:)
)
Elizabeth A. Lanham-Patrie, Esquire)
 Becker & Poliakoff, P.A.)
 111 North Orange Ave.)
 Suite 1400)
 Orlando, FL 32801)
 (407) 875-0955)
)
)
)
)
)

CERTIFICATE OF RECORDING

AMENDED AND RESTATED BY-LAWS OF POINT EAST ASSOCIATION, INC.

WHEREAS, attached hereto as **Exhibit "A,"** constitutes the Amended and Restated By-Laws of Point East Association, Inc. ("Amended and Restated By-Laws"). The original By-Laws of Point East Association, Inc., were recorded at Official Records Book 1594, Page 58 as Exhibit "E" to the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Point East, a Condominium recorded at Official Records Book 1594, Page 1 of the Public Records of Volusia County, Florida ("Original By-Laws");

WHEREAS, the Original By-Laws were re-recorded at Official Records Book 4726, Page 3953 as an attachment to the Notice of Preservation of Covenants and Restrictions for Point East, a Condominium recorded at Official Records Book 4726, Page 3870 of the Public Records of Volusia County, Florida; and

WHEREAS, the Members of Point East Association, Inc., are entitled to vote on amendments to the Original By-Laws and have approved the Amended and Restated By-Laws pursuant to Article XI of the Original By-Laws, which requires the affirmative vote of two-thirds (2/3) of the votes cast in person or by proxy at a meeting of the Members duly called for that purpose; and

WHEREAS, the Members approved the Amended and Restated By-Laws at a meeting held on **May 6, 2017**.

NOW THEREFORE, the Amended and Restated By-Laws shall specifically and completely supersede and replace the Original By-Laws.

(Signatures on Next Page)



Executed at NEW Smyrna (city), Volusia County, Florida, on this the 18 day of AUGUST, 2017.

Signed and deliver
in the presence of:

[Signature]
Printed Name: John R. Sheehy

[Signature]
Printed Name: BOJ [unclear]

POINT EAST ASSOCIATION, INC.

By: [Signature]
Printed Name: Michael [unclear]
Title: President

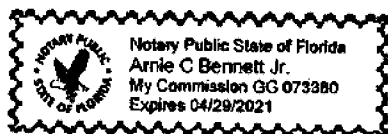
Address: 3801 S. ATLANTIC AVE #212
NEW SMYRNA BCH, FL 32169

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this 18 day of AUGUST, 2017, by MICHAEL [unclear], as President of **POINT EAST ASSOCIATION, INC.**, a Florida not-for-profit corporation, on behalf of the corporation. He/she ☒ is personally known to me or [] has produced _____ as identification.

WITNESS my hand in the County and State last aforesaid on this 18 day of AUGUST, 2017.



[Signature]
Notary Public, State of Florida
Print Name: ARNIE C. BENNETT JR.
Commission No.: _____
My Commission Expires: _____

EXHIBIT "A"
AMENDED AND RESTATED
BY-LAWS
OF
POINT EAST ASSOCIATION, INC.

These are the Amended and Restated By-Laws of Point East Association, Inc., which were originally recorded at Official Records Book 1594, Page 58 as Exhibit "E" to the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Point East, a Condominium recorded at Official Records Book 1594, Page 1 of the Public Records of Volusia County, Florida, and the By-Laws were re-recorded at Official Records Book 4726, Page 3953, with the Notice of Preservation of Covenants and Restrictions for Point East, A Condominium recorded at Official Records Book 4726, Page 3870 of the Public Records of Volusia County, Florida.

1. IDENTITY. These are the Amended and Restated By-Laws (hereinafter "By-Laws") of Point East Association, Inc., a Florida not-for-profit corporation formed for the purpose of administering Point East, A Condominium (hereinafter "the Condominium") which is located at New Smyrna Beach, Volusia County, Florida, upon the lands described in the Declaration of Covenants, Conditions, Restrictions, Easements and Reservations for Point East, a Condominium. (The corporation may hereafter be referred to as the "Association.")

1.1 Office. The office of the Association shall be at such location, as may from time to time be determined by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be the calendar year, unless otherwise determined by the Board of Directors.

1.3 Seal. A corporate seal for the Association may be adopted and may be changed by the Board of Directors and shall bear the name or abbreviated name of the Association, the word "Florida," the year of establishment, and shall identify the Association as a not-for-profit corporation. A common seal may be used in lieu of a raised corporate seal and in no event shall a seal be required to validate corporate actions unless specifically required by law.

1.4 Definitions. All terms used in these By-Laws, whether capitalized or not, shall have the same meaning to the extent applicable, and except where the context would otherwise suggest, as set forth in the Articles of Incorporation for the Association, the Declaration and the Florida Condominium Act, Chapter 718, Florida Statutes (the "Act"), all as amended from time to time.

1.5 Registered Agent for Service of Process. The Board of Directors of the Association shall designate a Registered Agent for Service of Process who may be an individual or a corporation.

1.6 Organization. The Association has been organized as a corporation not for profit under Chapter 617, Florida Statutes, and does not contemplate pecuniary gain or profit to its members, officer or directors.

2. MEMBERS' MEETINGS.

2.1 Annual Meetings. Annual Members' meetings shall be held at such convenient location as may be determined by the Board of Directors. The annual meeting shall be held on the date and time determined by the Board for the purpose of transacting any business authorized to be transacted by the Members.

2.2 Special Meetings. Special Members' meetings shall be held whenever called by the President or by the Board of Directors, and shall be called by the President or Secretary within a reasonable time of receipt of written notice from twenty-five percent (25%) of the Voting Interests of the Association. Members' meetings to recall a Member or Members of the Board of Directors may be called by ten percent (10%) of the Voting Interests of the Association who shall give notice of the meeting, stating the purpose of the meeting, pursuant to Section 718.112(2)(j) of the Act.

2.3 Notice of Members' Meetings. Notice of all Members' meetings, stating the time, place, and purpose(s) of the meeting, shall be sent to each Member by U.S. regular mail, unless waived in writing, at least fourteen (14) days prior to the meeting as to annual meetings and ten (10) days as to special meetings. The Association shall only be obligated to mail or deliver notice to one location, no matter how many persons own a Unit, and no matter how many other residences such Owner may have. In the absence of written direction to the contrary, notices will be given to the address of the Unit. Hand delivery and electronic notice of membership meetings is permissible. Officers required to give notice may delegate the actual giving of notice to another person, such as an Assistant Officer or managing agent. Any Members' meeting or election at which one or more Directors are to be elected must be noticed as provided for in Article 2.4 next following. An Officer of the Association or other person providing notice shall execute an affidavit of mailing, which shall be retained in the official records of the Association as proof of such mailing. The notice of the annual meeting shall include an agenda for all known substantive matters to be discussed, or have such an agenda attached to it. A copy of the notice and agenda for the annual meeting shall be posted at a conspicuous location, designated by Board resolution, on the Condominium Property at least fourteen (14) days in advance of the meeting.

Notice of specific meetings may be waived before or after a meeting, and the attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his proxy holder's) attendance is for the sole and

express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

2.4 Board of Directors Election Meetings - Notice and Procedure. The regular election of Directors shall occur as the first item of business at the annual meeting, if there is a quorum for an annual meeting.

2.4.1 Not less than sixty (60) days before a scheduled election, the Association shall provide to each Member entitled to vote, a first notice of the date of the election. Any person desiring to be a candidate for the Board of Directors shall give written notice to the Association not less than forty (40) days before the scheduled election. Not less than fourteen (14) days before the election, the Association shall mail or deliver a second notice of the election to all Members entitled to vote therein, together with a written secret ballot containing the names of all properly pre-qualified candidates which shall include an information sheet (if provided by the candidate), no larger than 8½ inches by 11 inches furnished by the candidate, to be included with the mailing of the ballot, with the costs of copying and mailing to be borne by the Association.

2.4.2 There is no quorum requirement necessary for an election. However, at least twenty percent (20%) of the Voting Interests must cast a ballot in order to have a valid election, and elections shall be decided by a plurality of those votes cast.

2.4.3 In the event that there are only as many (or fewer) candidates pre-qualified for election as there are open seats on the Board, no election shall be held, and the pre-qualified candidates shall automatically become Members of the Board after the annual meeting.

2.4.4 The Board may establish additional election rules or procedures as it deems appropriate to ensure a fair election process. Substantial compliance with these By-Laws and the Act relative to election procedures is sufficient.

2.5 Quorum/Voting. A quorum at Members' meetings shall consist of persons entitled to cast twenty-five percent (25%) of the Voting Interests of the entire membership. Those Members whose voting rights are suspended pursuant to the terms of the Condominium Documents and/or Florida law shall be subtracted from the required number of votes in any calculation for purposes of determining whether a quorum is present during the period of suspension. Such Voting Interests shall likewise be subtracted from the required number of votes when calculating any required vote as set forth in the Condominium Documents or the Act. Decisions made by a majority of the Voting Interests present and voting, in person or by proxy, at a meeting at which a quorum is present, shall be binding and sufficient for all purposes except such decisions as may by the Act or the Condominium Documents require a larger percentage, in which case the percentage required in the Act or the Condominium Documents shall govern. To the extent lawful, Members may join in any action taken at a meeting of the Members through written approval of such action executed after the meeting, and such approval shall be as though the Member duly approved the action of the meeting in question.

2.5.1 Units Owned by Association. No Voting Interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election or otherwise, as provided in the Act. Whenever a Unit owned by the Association is ineligible to vote due to the provisions of the Act and these By-Laws, the Voting Interest attributable to that Unit shall be subtracted from the required number of votes when calculating any required vote for quorum for the period during which the Association owns the Unit.

2.6 Indivisible Vote. Each Unit shall have one indivisible vote. If a Unit is owned by multiple individuals, such as a husband and wife, any record Owner may vote on behalf of the Unit. If a Unit is owned by a corporation, any officer or Primary Occupant may vote on behalf of said corporation. If a Unit is owned by a partnership, any general partner or Primary Occupant may vote on behalf of the partnership. If a Unit is owned in trust, any grantor, trustee of a trust, or Primary Occupant shall be entitled to vote. If a Unit is owned by a limited liability company, any member, manager, officer or Primary Occupant may vote on behalf of the limited liability company. Any person with bona fide apparent authority asserting the right to vote on behalf of a Unit owned by an artificial entity shall be presumed to be entitled to vote on behalf of said Unit, unless the Unit has filed voting instructions with the Association designating some other person entitled to vote or if the Association has reasonable cause to believe such person is not eligible to vote. If multiple Owners or non-individual Owners of a Unit cannot agree on how a vote is to be cast, the vote shall not be counted as to the issue upon which disagreement exists. Voting certificates are not necessary. No individual may cast a vote assigned to a Unit where the voting rights assigned to the Unit are suspended pursuant to the terms of the Condominium Documents and/or Florida law.

2.7 Voting/Proxies. Votes may be cast in person or by proxy. Members and proxyholders may participate in Association meetings via telephone conference, or other means of remote participation, if permitted by the Association. Absent a resolution of the Board to the contrary, the President of the Association shall have the authority to determine whether Members or holders of proxies should be allowed to participate in any particular meeting of the Membership by telephonic conference, or other means of remote participation. In order for a proxyholder to participate telephonically or remotely in an Association meeting, a copy of the proxy must be provided to the Association prior to the start of the meeting. Only Members or the spouse of a Member may be delegated to hold proxies, provided that the Board may designate agents of the Association (including but not limited to Association legal counsel or the Association's manager) as an eligible proxyholder. Proxies shall be in writing, signed and dated, and shall be valid only for the particular meeting designated therein or an adjournment thereof, but in no event for more than ninety (90) days, and must be filed with the Association before or at the voter registration immediately preceding the meeting or adjournment thereof. Except as specifically otherwise provided by law, Members may not vote by general proxy, but may vote by limited proxies substantially conforming to a limited proxy form adopted by the Division of Florida Condominiums, Timeshares and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies shall be used for votes regarding reserves, for votes taken to waive financial statement requirements, for votes taken to amend the

Declaration, for votes taken to amend the Articles of Incorporation or By-Laws, and for any other matter which the Act requires or permits a vote of the Members. No proxy, limited or general, shall be used in the election of Board Members. General proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. A photographic, photostatic, facsimile, electronic or equivalent reproduction of a signed proxy is a sufficient proxy. Owners may retroactively cure any alleged defect in a proxy by signing a statement ratifying the Owner's intent to cast a proxy vote. The use of proxies is to be liberally construed.

2.8 Adjournment. If any meeting of Members cannot be convened because a quorum is not present, or if insufficient Voting Interests are represented to approve a proposed item of Association business, or in any case where a majority of the Voting Interests present (in person or by proxy) so agree, the Members who are present (either in person or by proxy) may adjourn the meeting from time to time until a quorum is present, or enough votes can be cast to decide a question, or the meeting can be reconvened consistent with the intention of the Members in their approval of the adjournment.

2.9 Order of Business. The agenda and order of business at annual Members' meetings and, as far as applicable at all other Members' meetings, shall be:

2.9.1 Call to order by the President;

2.9.2 At the discretion of the President, appointment by the President of a chairman of the meeting (who need not be a Member or a Director);

2.9.3 Appointment by the President (or chairman) of inspectors of election;

2.9.4 Election of Directors;

2.9.5 Calling of the roll, certifying of proxies and determination of a quorum; or, in lieu thereof, certification and acceptance of registration procedures establishing the number of persons present in person or by proxy;

2.9.6 Proof of notice of the meeting or waiver of notice;

2.9.7 Disposal of unapproved minutes, if any;

2.9.8 Reports of Officers, if any;

2.9.9 Reports of Committees, if any;

2.9.10 Disposal of voting items included by Board in meeting materials, if any;

2.9.11 Unfinished Business;

2.9.12 New Business; and

2.9.13 Adjournment.

2.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing setting forth the action so taken shall be signed by the requisite number of Voting Interests to approve the action.

3. BOARD OF DIRECTORS.

3.1 Number, Term, and Qualifications. The affairs of the Association shall be governed by a Board composed of seven (7) Directors. All Directors shall be Members or the spouse of a Member. If provided in the Act as amended from time to time, co-owners of a Unit cannot simultaneously serve on the Board, except as permitted by the Act. No more than one natural person may represent any one Unit on the Board at any given time. When a Unit is owned by a corporation, a partnership, limited liability company or similar entity, the Primary Occupant, as designated pursuant to the Declaration, and the spouse of the Primary Occupant shall be eligible for Board membership. If the Unit is excused from designation of a Primary Occupant because the entity held title before the effective date of the requirement for designation of a Primary Occupant, then any eligible voter, as described in Article 2.6 shall be eligible for Board service. Grantors, trustees and beneficiaries of trusts (provided that the beneficiaries reside in the Unit), and the spouses of such persons, shall be eligible for Board membership. If a grantor, trustee or beneficiary of a trust, or the spouse of such person, seeks candidacy (and is not identified on the deed to the Unit as the grantor, trustee or beneficiary of the trust), a copy of the trust document, affidavit of trust or abstract of trust prepared by a licensed attorney must be provided to the Association at least thirty-five (35) days prior to the date of the annual meeting. The trust document can be redacted to keep financial information confidential; however, the document must clearly indicate the grantor, trustee and the beneficiaries of the trust. A person who has been convicted of any felony in this State or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if committed in this State, is not eligible to serve on the Board, unless such felon's rights have been restored for a period of at least five (5) years as of the date on which such person seeks election to the Board. A person who has been suspended or removed by the Division of Florida Condominiums, Timeshares, and Mobile Homes pursuant to the Act, or who is more than ninety (90) days delinquent in the payment of any monetary obligation is not eligible for Board membership. This provision confirms and ratifies that all Directors currently are and will be elected for a two (2)-year term. It is the intention of these By-Laws that a staggered Directorate be maintained. The term of each Director's service shall extend until their elected term is completed. Resignations of Directors are effective when received by the Association in writing, unless a later date is stated. In the event a resignation is to take effect at a later date, the resigning Director shall remain on the Board until the effective date of the resignation and may, during this time, vote on all matters before the Board including, but not limited to, any vote to appoint a replacement Director created by his resignation.

3.2 Board Vacancies. Except as provided in Article 3.1, vacancies on the Board of Directors shall be filled by appointment by a majority vote of the remaining Directors for the remainder of the unexpired term, as provided in Article 3.1, unless the Board votes to have the vacancy filled by a special election of the Members. When a Director has been recalled by the membership, the vacancy created by his removal cannot be filled with the same person as has been removed from the Board, and when a majority of the Board has been recalled, vacancies shall be filled by the membership, as provided by law.

3.3 Organizational Meeting. The organizational meeting of each newly-elected Board of Directors to elect Officers shall be held at such place and time as shall be fixed by the Directors, provided a quorum shall be present. Unless otherwise noticed, the organizational meeting shall be held immediately following the annual meeting of the Members.

3.4 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings, unless fixed by Board resolution, shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile at least two days prior to the day named for such meeting.

3.5 Special Meetings. Special meetings of the Directors may be called by the President and must be called by the Secretary at the written request of any two (2) Directors. Not less than two days' notice of the meeting (except in an emergency) shall be given to each Director personally or by mail, electronic mail, telephone, or facsimile, which notice shall state the time, place, and purpose of the meeting. Twenty percent (20%) of the Voting Interests may petition for the Board to take up an item of business at a regular or special meeting of the Board. Such meeting must be held within sixty (60) days of receipt of the petition. The Board is not required to take any particular action as a result of such petitions.

3.6 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting, and such waiver shall be deemed equivalent to the giving of notice. Attendance by a Director at a meeting shall constitute waiver of notice of the meeting.

3.7 Notice to Owners of Board Meetings. Notice of meetings, which notice shall specifically include an agenda, shall be posted conspicuously, as provided in Article 2.3 of these By-Laws, at least forty-eight (48) continuous hours in advance of the meeting for the attention of Members, except in an emergency. If closed circuit television is available, the Board may use same for posting notices, as permitted by law. Meetings at which a special assessment is to be considered shall specifically state: (1) that Assessments will be considered and the nature, estimated cost, and (2) description of the purpose for such Assessments. Further, written notice of any meeting at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be considered, or where the Board will establish the deductible feature of the Association's insurance policies, shall be mailed or delivered (including electronic delivery as provided by law) to the Members and posted conspicuously, as provided in Article 2.3 of these By-Laws, not less than fourteen (14) continuous days prior to the meeting. Evidence of

compliance with this 14-day notice shall be by an affidavit executed by the person giving notice, where required by law, and shall be filed among the official records of the Association.

3.8 Owner Right to Speak at Board Meetings. Meetings of the Board of Directors, at which a majority of the Board Members are present, shall be open to all Members. Members may not designate third persons, through power of attorney or otherwise, to attend Board meetings unless agreed to otherwise by the Board. The Member's right to attend Board meetings includes the right to speak with reference to all designated agenda items; provided, however, the Board may adopt reasonable rules governing the frequency, duration, and manner of Member statements. Unless otherwise provided by the Board, each Member is entitled to speak for three minutes with reference to each designated agenda item. Unit Owners may record meetings of the Board and meeting of the Members, but may not post such recordings on any website or other media which can be readily viewed by persons who are not Members of the Association. The Board may adopt reasonable rules governing the recording of meetings of the Board and the membership. Board meetings subject to the attorney-client privilege and Board meetings involving personnel matters shall not be open to Member attendance.

3.9 Board Meetings, Quorum, and Voting. The designation of the agenda for Board meetings shall be at the discretion of the President. However, the President shall be obligated to include any item on the agenda for a Board meeting, if requested reasonably in advance and in writing, by three (3) Board Members, and where required due to petition from twenty percent (20%) of the Voting Interests. A quorum at Directors' Meetings shall consist of a majority of the number of required Directors. The acts approved by a majority of the Board of Directors present and voting at a meeting shall constitute the acts of the Board. Directors may not vote by proxy or by secret ballot at Board meetings (except that Directors may vote by secret ballot when electing Officers). A vote or abstention for each Member present shall be recorded in the minutes. A Director of the Association who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. If at any meeting of the Board there be less than a quorum present, or if a quorum exists and a majority of the Directors so approve, the Director(s) present may adjourn the meeting from time to time until a quorum is present, and no further notice need be given except for announcement at the meeting as to the date, time, and place of the adjournment. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. Absent Directors may later sign written joinders in Board actions, but such joinders may not be used for purposes of creating a quorum or counted as official votes for the Board's meeting. Directors may participate telephonically or remotely in Board meetings, as provided by law.

3.10 Presiding Officer. The presiding Officer at Directors' meetings shall be the President, and in his absence, the Vice President. In the absence of the presiding Officer, the Directors present shall designate one of their number to preside. The presiding Officer may permit legal counsel or a managing agent to chair portions or the entirety of a Board meeting.

3.11 Director Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. All of the powers of the Association existing under the laws of Florida generally, Florida Not For Profit Corporation Statute, the Condominium Act, and the Condominium Documents, all as amended from time to time, shall be exercised exclusively by or under the direction of the Board of Directors, or a duly authorized Board member, Officer, Committee member, agent, contractor, or employee, when said powers or duties have been delegated by the Board, subject only to the approval by Members when such is specifically required. In the event of a question or dispute whether a Board power has been properly delegated, the Board may ratify such action at a duly noticed meeting of the Board, and such ratification shall relate back to the act in question unless otherwise specified by the Board. The powers of the Directors shall include, but not be limited to, the power:

4.1 To Assess. The Directors shall adopt budgets and make and collect special and periodic Assessments against Owners to defray the costs of the Association.

4.2 To Expend Association Funds. The Directors shall use the proceeds of Assessments in the exercise of the Association's powers and duties.

4.3 To Maintain the Condominium Property. The Directors shall maintain, repair, replace, and operate the property within the Condominium.

4.4 To Adopt Regulations. The Directors shall enact and may amend Rules and Regulations concerning the use, appearance, maintenance, and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, and to enact rules, policies, and resolutions pertaining to the operation of the Association, subject to any limitations contained in the Declaration.

4.5 To Reconstruct After Casualty. The Directors may reconstruct the Units, Common Elements, Limited Common Elements, and Association Property improvements after casualty and may further improve the property, as specified in the Declaration.

4.6 To Enforce. The Directors may enforce by legal means the provisions of applicable laws and the Condominium Documents, and may interpret the Condominium Documents, as the final arbiter of their meaning, unless such interpretation is wholly arbitrary or contrary to law.

4.7 To Contract. The Directors may contract for management, maintenance, and operation of the Condominium and the Association.

4.8 To Insure. The Directors shall carry insurance for the protection of the Members and the Association, pursuant to requirements contained in the Declaration and the Act.

4.9 To Pay Utility Bills. The Directors shall pay the cost of all utility services rendered to the Condominium and not billed to Owners of individual Units.

4.10 To Hire and Discharge. The Directors may employ personnel and designate other agents to be paid a reasonable compensation and grant them such duties as seem appropriate for proper administration of the purposes of the Association.

4.11 To Sue and Be Sued. The Directors may bring and defend suits and other proceedings and may exercise business judgment as to whether the interests of the Association are best served with respect to settlement of a matter or whether a suit or other proceeding should be commenced.

4.12 To Deal in Real and Personal Property. The Directors may make and execute contracts, deeds, mortgages, notes and other evidence of indebtedness, leases, and other instruments by its Officers, and may purchase, own, lease, convey, and encumber real and personal property subject to the provisions of the Declaration. The Directors may grant or modify easements and licenses over the Condominium Property necessary or desirable for proper operation of the Condominium.

4.13 To Enter Into Contracts for Products and Services. All contracts for the purchase, lease, or renting of materials or equipment, or which are not to be fully performed within one year, and all contracts for services shall be in writing. As to any such contract which requires payment exceeding five percent (5%) of the gross budget including reserves (except for contracts with employees of the Association, attorneys, accountants, architects, engineers, landscape architects, and community association managers), the Association shall obtain competitive bids unless the products and services are needed as the result of an emergency, or unless the desired supplier is the only source of supply within the county serving the Association. The Association need not accept the lowest bid. If a contract was awarded under the competitive bid procedures of this Article, any renewal of that contract is not subject to such competitive bid requirements if the contract contained a provision that allowed the Board to cancel a contract on thirty (30) days' notice. Materials, equipment, or services provided to a Condominium under a local government franchise agreement by a franchise holder are not subject to the competitive bid requirements of this Article.

4.14 To Levy Fines and Suspend Rights. The Directors may, pursuant to the Act, impose fines not to exceed the maximum permissible by law, and/or suspend the right to use Common Elements, common facilities, or any other Association Property, as permitted by the Act, for failure of the Owner of the Unit or any Resident, Occupant, Tenant, Guest, Licensee, Invitee, or any Family members thereof to comply with the provisions of the Board policies and resolutions, the Condominium Documents, including the Rules and Regulations, and applicable laws.

4.14.1 A fine may be imposed for each day of continuing violation at the highest rate allowed by law per violation with a single notice and opportunity for hearing, provided that no fine shall in the aggregate exceed the maximum amount permissible by law. A suspension shall be imposed and enforceable for a reasonable amount of time, as determined by the Board of

Directors, and subject to the confirmation or rejection of the independent committee specified in Article 4.14.3 hereof.

4.14.2 The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall be afforded an opportunity for hearing by being given notice of not less than twenty (20) days. Notice shall be effective when mailed by U.S. mail, certified, return receipt requested, to the address of the Member listed in the official records of the Association, and as to Tenants, to the mailing address for the Unit. Said notice shall include:

- (a) A statement of the date, time, and place of the hearing;
- (b) A statement of the provisions of the Declaration, Articles of Incorporation, By-Laws, Rules and Regulations, Board policies and resolutions, or laws which have allegedly been violated; and,
- (c) A short and plain statement of the matters asserted by the Association.

4.14.3 The Unit Owner and, if applicable, the party against whom the fine and/or suspension is sought to be imposed (if different from the Unit Owner), shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. The hearing shall be held before a Committee of Members appointed by the Board, which may not include Board Members nor persons residing in a Board Member's household. If the Committee does not confirm the fine and/or suspension, the fine and/or suspension may not be imposed. Should the Association be required to initiate legal proceedings to collect a duly imposed fine or enforce a duly imposed suspension, the prevailing party in an action to collect said fine shall be entitled to an award of costs and a reasonable attorney's fee incurred before trial (including in connection with the preparation for and conduct of fining and/or suspension hearings), at trial, and on appeal. Members shall be jointly and severally liable for the payment of fines imposed against and/or suspension imposed upon Residents, Occupants, Tenants, Guests, Licensees, Invitees, or any Family members thereof.

4.15 To Appoint Committees. The Directors may appoint Committees and delegate to such Committees those powers and duties of the Association as the Board deems advisable. All Committees and Committee Members shall serve at the pleasure of the Board. Committees of the Association, as defined in the Act, (Section 718.103(7), Florida Statutes, as amended from time to time), shall conduct their affairs in the same manner as provided in these By-Laws for Board of Director meetings. All other Committees may meet and conduct their affairs in private without prior notice or Owner participation, unless otherwise directed by the Board of Directors.

4.16 To Ensure Fire Safety Compliance. The Directors may accept a Certificate of Compliance from a licensed electrical contractor or electrician as evidence of compliance of the Condominium Units with the applicable Fire and Life Safety Code.

4.17 To Approve the Installation of Hurricane Shutters. The Directors shall adopt hurricane shutter specifications for the Condominium which shall include color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code, or shall be structured to ensure that installed shutters are in compliance with the applicable building code. The Board shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board, provided that the Board may condition approval upon the Member's agreement to execute appropriate documentation regarding same.

4.18 To Exercise Emergency Powers. In the event of any emergency, as defined in Article 4.18.10 below, the Board of Directors may exercise the emergency powers described in this Article, and any other emergency powers authorized by Section 617.0207, Florida Statutes, Section 617.0303, Florida Statutes, and the Act, all as amended from time to time.

4.18.1 The Board may name as Assistant Officers persons who are not Directors, which Assistant Officers shall have the same authority as the Executive Officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any Officer of the Association.

4.18.2 The Board may relocate the principal office or designate alternative principal offices or authorize the Officers to do so.

4.18.3 During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practicable manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

4.18.4 The Board may change or postpone the annual meeting date to a date and time determined by the Board, even if such change will result in not holding an annual meeting in a particular calendar year, as long as the annual meeting is held no more than eighteen (18) months after the prior annual meeting date.

4.18.5 Corporate action taken in good faith during an emergency under this Article to further the ordinary affairs of the Association shall bind the Association; and shall have the rebuttable presumption of being reasonable and necessary.

4.18.6 The Board may use reserve funds to meet Association needs and may use reserve funds as collateral for Association loans. The Board may adopt emergency assessments with such notice deemed practicable by the Board.

4.18.7 The Board may adopt emergency Rules and Regulations governing the use and occupancy of the Units, Common Elements, Limited Common Elements, and Association Property, with notice given only to those Directors with whom it is practicable to communicate.

4.18.8 Any Officer, Director, or employee of the Association acting with a reasonable belief that his actions are lawful in accordance with these emergency By-Laws shall incur no liability for doing so, except in the case of willful misconduct.

4.18.9 These emergency By-Laws shall supersede any inconsistent or contrary provisions of the By-Laws during the period of the emergency.

4.18.10 For purposes of this Article only, an emergency exists only during a period of time that the Condominium, or the immediate geographic area in which the Condominium is located, is subjected to:

4.18.10.1 a state of emergency declared by local civil or law enforcement authorities;

4.18.10.2 a hurricane warning;

4.18.10.3 a partial or complete evacuation order;

4.18.10.4 federal or state "disaster area" status;

4.18.10.5 a catastrophic occurrence, whether natural or manmade, which seriously damages or threatens to seriously damage the physical existence of the Condominium, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or act of terrorism; or,

4.18.10.6 an unanticipated set of circumstances, which, if not acted upon with immediacy, is likely to cause imminent and significant financial harm to the Association, the Members, the Condominium Property, or Association Property.

4.19 To Enter Into Contracts and Borrow Money. The Directors may make contracts and incur liabilities, borrow money at such rates of interest as the Directors may determine, issue its notes, bonds, and other obligations, and secure any of its obligations by mortgage and pledge of all or any of its property, franchises, Assessments, special assessments, income or rights.

5. OFFICERS.

5.1 Executive Officers. The executive Officers of the Association shall be the President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected annually by and from the Board of Directors, and who may be peremptorily removed by a majority vote of the Directors at any meeting. Any person may hold two or more offices except that the President

shall not also be the Secretary. The Board of Directors may also appoint such Assistant Officers as may be desired. Assistant Officers need not be Directors.

5.2 President — Powers and Duties. The President shall be the Chief Executive Officer of the Association, shall preside at all meetings of the Board of Directors and Association meetings, and shall sign the corporate contracts and documents, unless otherwise decided by a majority of the Directors. The President shall have general supervision over the affairs of the Association, the Property Manager, and any employees of the Association, and shall have all of the powers and duties which are usually vested in the office of President of a corporation.

5.3 Vice-President — Powers and Duties. The Vice-President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He/she shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

5.4 Secretary — Powers and Duties. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He/she shall attend to the giving and serving of all notices to the Members and Directors and other notices required by law. He/she shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep and have custody of the records of the Association, except those of the Treasurer. He shall perform all other duties incident to the office of Secretary of the Association and as may be required by the Directors or the President.

5.5 Treasurer — Powers and Duties. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He/she shall keep the Assessment rolls and accounts of the Members. He/she shall keep the books of the Association in accordance with good accounting practices and shall perform all other duties incident to the office of the Treasurer of a corporation.

5.6 Officers' Compensation. Officers shall not be entitled to compensation for service as such, but shall be entitled to reimbursement of expenses reasonably incurred. This provision shall not preclude the Board of Directors from employing an Officer or Director as an agent or employee of the Association.

6. INDEMNIFICATION.

6.1 Indemnity. The Association shall indemnify any Officer, Director, or Committee Member who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a Director, Officer, or Committee Member of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (i) a court of competent jurisdiction finally determines, after all appeals have been exhausted or not pursued by the proposed

indemnitee, that he did not act in good faith or in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court also determines specifically that indemnification should be denied. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person failed to act in good faith and in a manner which he/she reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful. It is the intent of the membership of the Association, by the adoption of this provision, to provide the most comprehensive indemnification possible to their Officers, Directors, and Committee Members as permitted by Florida law. In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approves such settlement as being in the best interest of the Association.

6.2 Defense. To the extent that a Director, Officer, or Committee Member of the Association has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Article 6.1 above, or in defense of any claim, issue, or matter therein, he/she shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

6.3 Advances. Reasonable expenses incurred in defending a civil or criminal action, suit, or proceeding shall be paid by the Association in advance of the final disposition of such action, suit, or proceeding upon receipt of an undertaking by or on behalf of the affected Director, Officer, or Committee Member to repay such amount if it shall ultimately be determined that he/she is not entitled to be indemnified by the Association as authorized by this Article 6. However, if the Board, by majority vote, determines that the person seeking advancement did not act in good faith or in a manner he/she reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he/she had reasonable cause to believe his/her conduct was unlawful, the Association shall not be obligated to pay for any expenses incurred prior to the final disposition of the subject action.

6.4 Miscellaneous. The indemnification provided by this Article 6 shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any Bylaw, agreement, vote of Members, or otherwise, and shall continue as to a person who has ceased to be a Director, Officer, or Committee Member and shall inure to the benefit of the heirs and personal representatives of such person.

6.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, Committee Member, employee, or agent of the Association, or a Director, Officer, employee, or agent of another corporation, partnership, joint venture, trust, or other enterprise, against any liability asserted against him/her and incurred by him/her in any such capacity, or arising out of his/her status as

such, whether or not the Association would have the duty to indemnify him/her against such liability under the provisions of this Article.

7. MINUTES AND INSPECTION OF RECORDS. Minutes of all meetings of Members and of the Board of Directors shall be kept in a business-like manner. These, plus records of all receipts and expenditures and all other official records, as defined in the Act, shall be available for inspection by Members and Board Members at all reasonable times. Provided, however, that the Directors may adopt reasonable rules regarding the frequency, time, location, notice, and manner of record inspections and any copying.

8. FISCAL MANAGEMENT.

8.1 Budget. The budget shall be adopted by the Board. A proposed annual budget of Common Expenses and anticipated revenues shall be prepared by the Board which shall include all anticipated income/revenue and expenses for operation, maintenance, and administration of the Condominium. The proposed budget may also include expenses of security, in-house communications, Directors and Officers insurance, transportation services, bulk cable or master antenna television, and interior pest control, all of which are declared to be Common Expenses under these By-Laws. The proposed budget shall include reserves, pursuant to the Act, the funding of which may be waived or reduced by a vote of a majority of the Voting Interests present (in person or by proxy) and voting at a duly noticed meeting of the Association, or by written agreement of a majority of the entire Voting Interests. Reserve funds and any accrued interest on the funds shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the Voting Interests present (in person or by proxy) and voting at a duly called meeting of the Association, or by the written approval of a majority of the entire Voting Interests. The budget may contain a reasonable allowance for contingencies and provide funds for all operating expenses previously incurred. If at any time a budget shall prove insufficient, it may be amended by the Board of Directors for the remaining portion of the fiscal year, provided that notice of the Board meeting at which the revised budget will be considered, along with a copy of the proposed revisions to the budget, shall be mailed or delivered to each Member as provided in Article 8.2 hereof.

If an adopted budget requires Assessments against the Units in any fiscal year which exceed one hundred fifteen percent (115%) of the Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Members to consider a substitute budget if the Board receives, within twenty-one (21) days after adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of all Voting Interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. At least fourteen (14) days prior to such special meeting, the Board shall deliver to each Member or mail to each Member at the address last furnished to the Association, a notice of the meeting. An Officer or manager of the Association, or other person providing notice of such meeting shall execute an affidavit evidencing compliance with this notice requirement. Such affidavit shall be filed among the official records of the Association. At the special meeting, Members shall consider and enact a substitute budget. The adoption of the substitute budget requires a vote of

not less than a majority vote of all the Voting Interests. If a meeting of the Members has been called and a quorum is not attained or a substitute budget is not adopted by the Members, the budget adopted by the Board of Directors goes into effect as scheduled. In determining whether Assessments exceed one hundred fifteen percent (115%) of similar Assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or Assessments for betterments to the Condominium Property must be excluded from the computation.

If an annual budget has not been adopted at the time the first installment for a fiscal year is due, it shall be presumed that the amount of such installment is the same as the last installment and shall be continued at such rate until a new budget is adopted and Assessments are calculated, at which time any overage or shortage shall be added to or subtracted from each Unit's next installment due.

8.2 Mailing and Posting. A copy of the proposed annual budget shall be mailed or delivered to the Members not less than fourteen (14) days prior to the meeting of the Board at which the budget will be adopted, together with a notice of the meeting. Electronic notice transmitted to the address furnished by the Unit Owner for such purpose is acceptable where permissible by law. The notice shall also be posted in a conspicuous location on the Condominium Property as provided by law. The Board may include notice of its meeting to set the insurance deductible with notice of the budget meeting.

8.3 Assessments. The annual shares of the Units of the Common Expenses shall be made payable in installments due monthly or quarterly (as determined by the Board) in advance and shall become due on the first day of each such period and shall become delinquent ten (10) days thereafter. No invoice need be sent by the Association, although the Association may do so. The Association shall have the right to accelerate Assessments of an Owner delinquent in the payment of Common Expenses. Accelerated Assessments shall be due and payable on the date a claim of lien is filed and may include the amounts due for the remainder of the fiscal year for which the claim of lien was filed.

8.4 Special Assessments. Special assessments for Common Expenses which are not funded through the budget may be made by the Board of Directors, and the time of payment shall likewise be determined by them. Notice of the Board meeting at which such Assessments shall be considered shall be mailed or delivered to each Member and posted as provided in Article 3.7 hereof, except in the event of an emergency. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice. However, upon completion of such specific purpose or purposes, any excess funds will be considered Common Surplus, and may, at the discretion of the Board, either be returned to the Members or applied as a credit towards future Assessments.

8.5 Assessment Roll. The Assessments for Common Expenses and Charges shall be set forth upon a roll of the Units which shall be available for inspection at all reasonable times by

Members. Such roll shall indicate for each Unit the name and address of the Owner, and the Assessments and Charges paid and unpaid. A certificate made by a duly authorized representative of the Association or by the Board of Directors as to the status of a Unit's account may be relied upon for all purposes by any person for whom made.

8.6 Liability for Assessments and Charges. A Member shall be liable for all Assessments and Charges coming due while the Owner of a Unit, and such Member and Member's grantees or successors, after a conveyance or other transfer of title, shall be jointly and severally liable for all unpaid Assessments and Charges due and payable up to the time of such voluntary conveyance. Liability may not be avoided by waiver of the use or enjoyment of any Common Elements or Association Property or by abandonment of the Unit for which the Assessments or Charges are due. Where a mortgagee holding a first mortgage of record obtains title to a Unit by foreclosure, such mortgagee shall be liable for such Unit's unpaid Assessments, Charges, or share of the Common Expenses which became due prior to acquisition of such mortgagee's title as provided in the Act. Such mortgagee or its successors and assigns are liable for all Assessments and Charges accruing after their taking of title.

8.7 Liens for Assessments. The unpaid portion of an Assessment, including an accelerated Assessment which is due, together with all costs, collection expenses, interest, late fees, and reasonable attorneys' fees for collection, including appeals, shall be secured by a continuing lien upon the Unit.

8.8 Lien for Charges. Unpaid Charges due to the Association together with costs, interest, late fees, expenses and reasonable attorneys' fees shall be secured by a common law and contractual lien upon the Unit and all appurtenances thereto when a notice claiming the lien has been recorded by the Association.

8.9 Collection — Interest; Administrative Late Fee; Application of Payments. Assessments or Charges paid on or before ten (10) days after the date due shall not bear interest, but all sums not paid on or before ten (10) days after the due date shall bear interest at the highest rate permitted by law from the date due until paid. In addition to such interest the Association may charge an administrative late fee in an amount not to exceed the greater of twenty-five dollars (\$25.00) or five percent (5%) of each installment of the Assessment for which payment is received more than ten (10) days after the date due, or the maximum late fee permissible by law. The Association may also accelerate all Assessments or Charges which are accrued, but not yet due, in the manner provided by law. All payments upon account shall be first applied to interest, then the late fee, then to any costs and collection expenses and reasonable attorneys' fees incurred, and then to the Assessment payment first due.

Except as otherwise provided in the Act, no lien may be filed by the Association against a Condominium Unit until thirty (30) days after the date on which a notice of intent to file a lien has been delivered to the Owner, pursuant to the Act.

8.10 Collection — Suit. The Association, at its option, may enforce collection of delinquent Assessments or Charges by suit at law, by foreclosure of the lien securing the Assessments or Charges, or by any other remedy available under the laws of the State of Florida, and in any event the Association shall be entitled to recover the payments which are delinquent at the time of collection, judgment, or decree, together with those which have become due by acceleration or which have thereafter become due, plus interest thereon, and all costs and expenses incident to the collection and the proceedings, including reasonable attorneys' fees, incurred before trial, at trial, and on appeal. The Association may attach rental income for delinquent Units until all past due Assessments, interest, late fees, costs, and attorneys' fees have been paid in full. The Association must deliver or mail by certified mail to the Member written notices of its intention to file a lien and to foreclose the lien, as provided by law.

8.11 Association Depository. The depository of the Association, in which the funds of the Association shall be deposited, shall be financial institutions authorized to do business in Florida which carry FDIC insurance or equivalent insurance, provided that such insurance is backed by the full faith and credit of the United States of America. All deposits shall be within the limits of such insurance. Principal of Association funds, whether reserves or operating funds, may not be placed at risk for investment purposes. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons as are authorized by the Directors or by electronic transfer protocols approved by the Board of Directors.

8.12 Commingling of Funds. All funds of the Association shall be maintained separately in the Association's name. No community association manager or business entity required to be licensed or registered under Section 468.432, Florida Statutes, as amended from time to time, no agent, employee, Officer, or Director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Section 468.431, Florida Statutes, as amended from time to time, or with those of any other entity. Reserve funds and operating funds of the Association may be commingled for investment purposes, as provided by law.

8.13 Financial Reports. A complete financial report of actual receipts and expenditures of the Association shall be made annually which shall comply with Rule 61B-22, Florida Administrative Code, as amended from time to time, and with the Act.

8.14 Fidelity Bonding. The Association shall obtain and maintain adequate fidelity bonding in the minimum principal sum set forth in the Act, for each person (whether or not a Director) who controls or disburses Association funds, and the President, Secretary and Treasurer. The Association shall bear the cost of bonding of Directors and Officers. In the case of a community association manager or management firm, the cost of bonding may be allocated as the parties may agree. All persons providing management services to the Association, or otherwise having the authority to control or disburse Association funds, shall provide the Association with a certificate of insurance evidencing compliance with this paragraph, naming the Association as an insured under said policy.

9. PARLIAMENTARY RULES. Robert's Rules of Order (latest edition) shall be used as a general, non-binding guide in the conduct of Members' meetings, Board meetings, and Committee meetings to ensure fairness, impartiality, and respect for minority views without unduly burdening majority rights. Meetings shall also be conducted in accordance with these By-Laws and the procedures established by the Board from time to time, including the form of voting documents to be used. The ruling of the Chair of the meetings, unless he/she or the Board of Directors designates a third person as Parliamentarian, shall be binding on all matters of procedure, unless contrary to law. The failure or alleged failure to adhere to Robert's Rules of Order shall not be used as a basis to legally challenge any action of the Association.

10. BYLAW AMENDMENTS. Amendments to the By-Laws shall be adopted in the following manner:

10.1 Proposal of Amendments. An amendment may be proposed by the President of the Association, the Directors, or by twenty-five percent (25%) of the entire Voting Interests.

10.2 Proposed Amendment Format. Proposals to amend existing By-Laws shall contain the full text of the article to be amended. New words shall be underlined and words to be deleted shall be ~~lined through~~ with hyphens. If the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying, "SUBSTANTIAL REWORDING OF BY-LAWS. SEE BYLAW NUMBER ___ (OR SEE CURRENT BY-LAWS) FOR PRESENT TEXT."

10.3 Notice. The subject matter of proposed amendments shall be included in the notice of any meeting at which a proposed amendment is to be considered or in connection with documentation for action without a meeting.

10.4 Adoption of Amendments. The proposed amendment may be adopted by a vote of two-thirds (2/3rds) of the Voting Interests of the Association present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present, or by the written agreement of two-thirds (2/3rds) of the entire Voting Interests. Amendments correcting errors, omissions, scrivener's errors, violations of applicable law, or conflicts between the Condominium Documents, may be executed by the Officers of the Association, upon Board approval, without need for Association membership vote.

10.5 Effective Date. An amendment when adopted shall become effective after being recorded in the Volusia County Public Records according to law.

10.6 Automatic Amendment. These By-Laws shall be deemed amended, if necessary, so as to make the same consistent with the provisions of the Declaration or the Articles of Incorporation. Whenever the Act, Chapter 617, Florida Statutes, or other applicable statutes or administrative regulations, as amended from time to time, are amended to impose procedural requirements less stringent than set forth in these By-Laws, the Board may operate the Association pursuant to the less stringent requirements without the need to change these By-

Laws. The Board of Directors, without a vote of the Owners, may also adopt by majority vote, amendments to these By-Laws as the Board deems necessary to comply with such operational changes as may be enacted by future amendments to Chapters 607, 617, and the Act, or such other statutes or administrative regulations as required for the operation of the Association, all as amended from time to time.

10.7 Proviso. No amendment shall change the configuration of any Unit or the share in the Common Elements appurtenant to it, or increase the Owner's proportionate share of the Common Expenses, unless the record Owner of the Unit concerned and all record Owners of the mortgages on such Unit shall join in the execution of the amendment, and all other Members approve the amendment.

11. DISPUTE RESOLUTION.

11.1 Mandatory Arbitration. If unresolved, disputes between the Board and Members, as defined in the Act, must be arbitrated in mandatory non-binding arbitration proceedings as provided in the Condominium Act prior to commencing litigation, so long as the Act requires such arbitration.

11.2 Member Inquiries. When a Member files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Member within thirty (30) days of receipt of said inquiry. The Board's response shall either give a substantive response to the inquirer, or notify the inquirer that legal advice has been requested, or notify the inquirer that advice has been requested from the Association's counsel or the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer, as provided herein, precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry. Absent a different rule adopted by the Board of Directors, the Board shall only be obligated to respond to one inquiry per month pertinent to any particular Unit. In the event of a grievance of a Member against the Association, the Board of Directors, or a Member thereof, written notice in detail of the grievance shall be given the Directors prior to the institution of litigation, (including but not limited to arbitration), and they shall be allowed a period of thirty (30) days in which to resolve the grievance.

11.3 Other Remedies. Nothing herein shall preclude the Association from pursuing any remedy for the violation of the Condominium Documents or disputes with a Member or other party as may be available to the Association under the laws of the State of Florida or the Condominium Documents.

12. MISCELLANEOUS. The following miscellaneous provisions shall apply to these By-Laws and the Condominium Documents.

12.1 Conflicts. The term "Condominium Documents," as used in these By-Laws and elsewhere shall include the Declaration, Articles of Incorporation, these By-Laws, the Rules and Regulations of the Association and the Plat. In the event of a conflict between the language in the Declaration and the Plat, the Plat shall control, except as provided in Article 1.15 of the Declaration. In the event of a conflict between language in any of the other Condominium Documents, the following priorities shall control:

1. Declaration;
2. Articles of Incorporation;
3. By-Laws; and
4. Rules and Regulations.

12.2 Gender. The use of the term "he," "she," "his," "hers," "their," "theirs" and all other similar pronouns should be construed to include all genders and encompass the plural as well as the singular.

12.3 Severability. In the event that any provision of these By-Laws is deemed invalid, the remaining provisions shall be deemed in full force and effect.

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