

Harmony Circle

<i>Articles, Bylaws & Declaration</i>	<i>2</i>
<i>FAQ</i>	<i>126</i>
<i>GHCA ARC Request Form</i>	<i>127</i>
<i>Grand Harbor Harmony Island Rental Application and Rules</i>	<i>128</i>
<i>Harmony - New Buyer Packet APPLICATION</i>	<i>132</i>
<i>Harmony Island Responsibility Guide</i>	<i>138</i>
<i>HI - Screen Frame Installation Reqs.</i>	<i>147</i>

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DECLARATION OF CONDOMINIUM FOR HARMONY ISLAND,
A CONDOMINIUM

BY *Hyatt & Rhoads, P.C.*

4/11/85

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TABLE OF CONTENTS

DECLARATION OF CONDOMINIUM FOR HARMONY ISLAND, A CONDOMINIUM

I.	Submission Statement	1
II.	Definitions	1
	A. Assessment	1
	B. Association	1
	C. By-Laws	1
	D. Common Elements	1
	E. Common Expenses	1
	F. Common Surplus	1
	G. Condominium	2
	H. Condominium Act	2
	I. Condominium Documents	2
	J. Condominium Parcel	2
	K. Condominium Property	2
	L. Declaration, Declaration of Condominium or Enabling Declaration	2
	M. Developer	2
	N. Grand Harbor Community	2
	O. Mortgagee	2
	P. Mortgage	3
	Q. Occupant	3
	R. Unit	3
	S. Unit Owner or Owner of Unit	3
	T. Voting Member	3
III.	Name	3
IV.	Identification of Units and Common Elements	3
	A. Description of the Units	4
	B. Interest in the Common Elements	5
	C. Vote in Association	5
	D. Description of Recreational and Other Commonly Used Facilities	5
	E. Time Share Prohibition	6
	F. Construction Deadline	6
	G. Additional Items Included with Units	6
V.	Ownership of Common Elements	6
VI.	Voting Rights	7

VII.	Common Expense and Common Surplus	7
VIII.	Method of Amendment of Declaration	8
	A. By Members	8
	B. By the Developer	8
	C. Grand Harbor Approval	9
IX.	The Operating Entity	9
	A. Name	10
	B. Powers and Duties	10
	C. Members of the Association	10
	D. Affairs of the Association	10
	E. Non-Transferability of Membership	10
	F. Owners Subject to Declaration	10
X.	By-Laws	10
XI.	Assessments	11
XII.	Provisions Relating to the Sale or Other Alienation or Mortgaging of Condominium Units	13
	A. Sale of Units - Notice	13
	B. Leasing of Units	13
	C. Special Provisions Regarding Leasing, Mortgaging or Other Alienation by Certain Mortgagees or Developer	13
XIII.	Insurance Provisions	14
	A. Liability and Indemnification of Officers and Directors	14
	B. Insurance	14
	C. Board Authority - Insurance Coverage	17
	D. Repair and Reconstruction	18
XIV.	Maintenance and Alterations	19
XV.	Termination	25
XVI.	Miscellaneous Provisions	25
	A. Easements	25
	B. No Waiver	25
	C. Covenants Running with the Land	25
	D. Severability	26
	E. Notice	26
	F. Modifying Unit Boundaries	26

G. Obligations of Owners	27
H. Other Associations and Interest in Land	27
I. Gender	27
J. Captions	27
K. Florida Condominium Act	27
L. Disclaimer of Implied Warranties	28
M. Common Easement	28
N. Non-Interference with Developer	28
O. Local Conditions, Limitations, Restrictions, Reservations and Easements	28
P. Developer Rights	29
Q. Golf Course	30
R. Dispute Resolution	30
S. Security	30
T. Enforcement	31
U. Rules and Regulations	31
V. Cumulative Effect; Conflict	31
W. Grand Harbor Community Association, Inc.	32
X. Supremacy of Community Declaration for Grand Harbor	32
Y. Mortgagee Provisions	32
Z. Annexation	34
AA. Litigation	35
XVII. Condemnation	35
A. Deposit of Awards	35
B. Determination Whether to Continue Condominium	35
C. Disbursement of Funds	35
D. Unit Reduced but Tenatable	36
E. Unit Made Untenatable	36
F. Taking of Common Elements	37
G. Amendment of Declaration	38
XVIII. Use and Occupancy	38
A. General	38
B. Nuisance	38
C. Pets	38
D. Windows	38
E. Use of Common Elements and Other Property	39
F. Antennas	39
G. Parking	39
H. Rules and Regulations	40

Exhibits

Legal Description of the Property, Plot Plan and Survey, Floor Plans.....	Exhibit A
Unit Identification, Percentage of Ownership in Common Elements Distribution of Common Elements and Shares of Common Expenses.....	Exhibit B
Guaranteed Assessments	Exhibit C
Articles of Incorporation for Harmony Island Condominium Association, Inc.....	Exhibit D
By-Laws of Harmony Island Condominium Association, Inc.....	Exhibit E

DECLARATION OF CONDOMINIUM FOR
HARMONY ISLAND, A CONDOMINIUM

I

SUBMISSION STATEMENT

The undersigned owner of the fee simple title to the real property in Indian River County, Florida, described in Exhibit A attached hereto, does hereby submit the property described in Exhibit A, together with the improvements and appurtenances thereon, to condominium ownership, pursuant to Chapter 718 of the Florida Statutes. Amendment(s) or change(s) required by the Division of Florida Land Sales, Condominiums and Mobile Homes to the Prospectus, this Declaration or any Exhibits attached to the Declaration, shall not be deemed to be material changes.

II

DEFINITIONS

Definitions - As used herein and in the By-Laws attached hereto and in all amendments thereto, unless the context requires otherwise:

A. Assessment means a share of the funds required for the payment of common expenses which from time to time is assessed against the Unit Owner.

B. Association means The Harmony Island Condominium Association, Inc., a not-for-profit corporation organized under the laws of the State of Florida, being the entity responsible for the operation of the Condominium.

C. By-Laws means the By-Laws of the Association, as they exist from time to time.

D. Common Elements means the portions of the condominium property not included in the Units.

E. Common Expenses means the expenses for which the Unit Owners are liable to the Association, and the Grand Harbor Community Association.

F. Common Surplus means the excess of all receipts of the Association from this condominium, including but not limited to assessments, rents, profits and revenues on account

of the Common Elements of this condominium, over the amount of Common Expenses of this condominium.

G. Condominium means that form of ownership of condominium property under which units of improvements are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the Common Elements.

H. Condominium Act means and refers to the Condominium Act of the State of Florida (F.S. 718 et seq. 1981), as the same exists on the date of recording of this Declaration.

I. Condominium Documents means this Declaration, all exhibits attached hereto, the Articles of Incorporation for Harmony Island Condominium Association, Inc., and the By-Laws, all as may be amended from time to time.

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

K. Condominium Property means and includes the lands that are subject to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

L. Declaration, Declaration of Condominium or Enabling Declaration means this instrument, as it may be from time to time amended.

M. Developer means the Harmony Island Development Corp., ("Developer") or its successors or assigns, who are designated as the Declarant hereunder in a written, recorded instrument executed by the immediately preceding Declarant.

N. Grand Harbor Community shall refer to the community of which the Harmony Island Condominium is part, created by recordation of the Declaration of Covenants, Conditions, and Restrictions for Grand Harbor Community Association ("Community Declaration"), in the Indian River County, Florida, land records. Grand Harbor shall be operated and administered by Grand Harbor Community Association, Inc. ("Community Association") in accordance with the Community Declaration.

O. Mortgagee means a bank, savings and loan association, insurance company, union pension fund, real estate investment trust or Massachusetts business trust, or an agency of the United States government, or a lender generally

recognized in the community as an institutional type lender, including, but not limited to, a lender providing construction financing for the Condominium.

P. Mortgage means a mortgage, deed to secure debt, deed of trust, security deed, collateral security documents executed in connection with applicable Mortgages, and any and all other similar instruments used for the purpose of conveying or encumbering real property as the security for the payment or satisfaction of an obligation.

Q. Occupant means the person or persons, other than the Unit Owners, in possession of a Unit.

R. Unit means a part of the condominium property which is to be subject to private ownership.

S. Unit Owner or Owner of Unit means the record title holder of a condominium parcel or Unit within the condominium, but shall not mean a mortgage holder.

T. Voting Member shall mean the representative selected by the members of the Association to be responsible for casting all votes attributable to Units in the Association for election of directors for Grand Harbor Community Association, Inc., amending the Declaration of Covenants, Conditions and Restrictions for Grand Harbor Community Association or the By-Laws of Grand Harbor Community Association, Inc., and all other matters provided for in said Declaration and By-Laws. The Voting Member from the Association shall be the senior elected officer (i.e., Association President) from the Association; the alternate Voting Member shall be the next most senior officer.

Unless the context otherwise requires, all other terms used in this Declaration shall be assumed to have the meanings attributed to such terms by Section 718.103 of the Condominium Act as it exists on the date hereof.

III

NAME

The name by which this Condominium is to be identified is Harmony Island, a Condominium.

IV

IDENTIFICATION OF UNITS AND COMMON ELEMENTS

The improvements on the Condominium Property will consist of the number of Units as set forth in Exhibit A. For

the purposes of identification, each Unit is given an identifying number and is delineated on the survey exhibits, collectively identified as Exhibit A, attached hereto and made a part of this Declaration. No Unit bears the same identifying number as does any other Unit. The identifying number for the Unit is also the identifying number for the Condominium Parcel. Exhibit A also contains a survey of the land, a graphic description of the improvements in which the Units are located, and a plot plan, all of which, together with this Declaration, are in sufficient detail that the location and dimensions of the Common Elements and of each Unit can be identified. The legend and notes in Exhibit A are incorporated herein by reference and hereby made a part hereof. The construction of improvements are to be completed in accordance with the survey exhibits and the Developer shall cause a certificate of a Registered Land Surveyor to be recorded certifying such completion and noting variations, if any, from Exhibit A.

A. Description of the Units.

One hundred and eighty-three 183 Units are planned. The one hundred and eighty-three (183) planned Units include 4 types:

- (48) One bedroom, one bath, containing 871 square feet;
- (53) Two bedroom, two bath, containing 1,228 square feet;
- (63) Two bedroom, two bath, plus den, containing 1,486 square feet;
- (19) Three bedroom, three bath, containing 1,618 square feet.

The Units are identified by number and type in Exhibits A and B attached hereto and made a part hereof by reference and are further described in the floor plans attached hereto as a part of Exhibit A and incorporated herein by reference.

1. Perimetrical Boundaries of all Units. Except as otherwise provided for in this paragraph, the precise perimetrical boundary of all Units is the exterior unfinished surface of the exterior wall bounding the Unit. Where there is a common wall separating the Unit from an adjoining Unit, the precise perimetrical boundaries shall be the vertical plane of the central line of such wall.

The finished surface of exterior walls, including, without limitation, and if applicable, stucco, paint, decorative tile, shall be a part of the common elements. There shall not be included in the Unit any pipe, wire, conduit or other public utility line running in the walls or through the Unit which serves more than one Unit, which items are hereby made a part of the Common Elements. There shall be included as part of the Unit the exterior undecorated surfaces of any window frames, window sills, doors and door frames bounding the Unit; and any window panes or sliding glass door panes bounding the Unit.

2. Lower Boundaries of all Units. The precise lower boundary of all Units is the exterior unfinished surface of the top side of the floor bounding the Units.

3. Upper Boundaries of all Units. The precise upper boundary of all Units is the interior unfinished surface of the ceiling.

B. Interest in the Common Elements. The undivided fractional interest in the Common Elements as well as the share of common expenses and common surplus appurtenant to each Unit is set forth in Exhibit B to the Declaration.

C. Vote in Association. There shall be one (1) vote appurtenant to each Unit in the Condominium and each vote shall be weighed equally.

D. Description of Recreational and Other Commonly Used Facilities. The Common Elements shall include all of the land comprising Harmony Island, a Condominium, as described on Exhibit A attached to the Declaration of Condominium, tangible personal property acquired for the maintenance and operation of the Condominium, and all other parts of Harmony Island which are not located within the boundaries of Units.

There will be a swimming pool which will have an area of approximately 1,800 square feet and will be surrounded by a patio surface containing approximately 5,000 square feet. The swimming pool will range in depth from three to six feet. It will accommodate approximately 70 people. There will be a whirlpool containing approximately 100 square feet. A restroom pavilion will be constructed containing approximately 750 square feet.

In addition to the above, Harmony Island will contain paved areas, landscaping and walkways, as more particularly set forth on Exhibit A to the Declaration of Condominium.

E. Time Share Prohibition. Time sharing will not be permitted in any Unit in the Condominium.

F. Construction Deadline. Construction will be completed no later than December 31, 1988.

G. Additional Items Included with Units. The following items are included with each Unit if such items are wholly or partially situated within a Unit and designed and installed to serve only such Unit; however, not all of the listed items are standard items for every Unit:

1. all walls and partitions, doors, door frames, door hardware, screening, and window panes;

2. all kitchen equipment and fixtures including, without limitation, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers, exhaust fans, and waste disposals;

3. all bathroom, lavatory and plumbing fixtures and equipment including, without limitation, sinks, tubs, showers, toilets, vanities, and exhaust fans;

4. all electrical and lighting fixtures including, without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, circuit breakers, and circuit breaker panels;

5. all clothes washers, clothes dryers, hot water boilers, heating equipment, fireplaces, and air conditioning equipment including, without limitation, all compressors and pads situated outside all Units which serve each Unit;

6. all floor and wall covering including, without limitation, carpeting, tiling, wallpaper and paint; and

7. all piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit.

V

OWNERSHIP OF COMMON ELEMENTS

Each Unit Owner shall own an undivided interest in the Common Elements, appurtenant to his Unit, which undivided interest shall be stated as a fraction or percentage as set forth in Exhibit B attached hereto and made a part hereof.

Each Unit Owner shall hold fee title to a Condominium Parcel which shall include the Unit and its appurtenant

undivided interest in the Common Elements. Such undivided interest in the Common Elements shall be deemed to be conveyed along with the appurtenant Unit and any attempt to separate the fee title to a Unit from the undivided interest in the Common Elements appurtenant to such Unit shall be null and void.

VI

VOTING RIGHTS

There shall be one person with respect to each Unit who shall be entitled to vote at any meeting of the Unit Owners; such person shall be known (and is hereafter referred to) as a voting member. If a Unit is owned by more than one person, those persons shall designate one of their number as a voting member, or in the case of a corporate Unit Owner, limited partnership or similar legal entity, an officer, partner or employee thereof shall be the voting member. The designation of the voting member shall be made as provided by and shall be subject to the provisions and restrictions set forth in the By-Laws. The total number of votes shall be equal to the total number of Units in this Condominium and each Unit shall have no more and no less than one equal vote in the Association. If one entity, individual or corporation owns two Units, it shall have two votes. The vote of a Unit is not divisible.

VII

COMMON EXPENSE AND COMMON SURPLUS

The Common Expenses of the Condominium shall be shared by the Unit Owners as set forth in this Declaration in Exhibit B. The Unit Owner's share of Common Expenses shall be stated as a fraction or percentage of the total Common Expenses incurred, said fraction or percentage being the same as the Unit Owner's undivided interest in the Common Elements.

Any Common Surplus of the Association shall be owned by each of the Unit Owners in the same proportions as their fractional or percentage ownership interests in the Common Elements--any Common Surplus being the excess of all receipts of the Association from the Condominium, including but not limited to Assessments, rents, profits and revenues on account of the Common Elements of this Condominium, over the amount of the Common Expenses of this Condominium. Each Unit Owner's share of the Common Surplus shall not be subject to disposition except as part of the Owner's Unit.

VIII

METHOD OF AMENDMENT OF DECLARATION

A. By Members.

1. This Declaration may be amended at any regular or special meeting of the members of the Association called and convened in accordance with the By-Laws by the affirmative vote of representative members casting not less than two-thirds (2/3) of the total eligible votes of the Association, or until a majority of directors are elected by Unit Owners other than the Developer, this declaration may be amended by the affirmative vote of a majority of the directors.

2. All amendments shall be recorded and certified, as required by the Condominium Act. No amendment shall change any Condominium Parcel, nor a Unit's share of the Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all record holders of mortgages, or other liens voluntarily placed thereon, shall join in the execution of the amendment. No amendment shall be passed which will impair or prejudice the rights and priorities of any mortgages or change the provisions of this Declaration with respect to Mortgagees without the written approval of all Mortgagees of record, nor shall the provisions of Article XIII of this Declaration be changed without the written approval of all Mortgagees of record.

3. No amendment to this Declaration, made pursuant to this Section A, which materially affects the rights or interests of any Mortgagee or Harmony Island Condominium Association, Inc. shall be valid unless approved in writing by the Mortgagee so affected or the Board of Directors of Harmony Island Condominium Association, Inc. respectively.

B. By the Developer.

1. This Declaration may be amended unilaterally at any time and from time to time by the Developer (a) if such amendment is necessary to bring any provision hereof into compliance with any applicable governmental statute, rule, or regulation or judicial determination which shall be in conflict therewith; (b) if such amendment is reasonably necessary to enable any reputable title insurance company to issue title insurance coverage with respect to the Units subject to this Declaration; (c) if such amendment is required by an institutional or governmental lender or purchaser of Mortgage loans, including, for example, the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, to enable such lender or purchaser to make or purchase Mortgage

loans on the Units subject to this Declaration; or (d) if such amendment is necessary to enable any governmental agency or reputable private insurance company to insure Mortgage loans on the Units subject to this Declaration; provided, however, any such amendment shall not adversely affect the title to any Owner's Unit unless any such Unit Owner shall consent thereto in writing. Further, so long as the Developer has the right to appoint a majority of the Board of Directors, the Developer may unilaterally amend this Declaration for any other purpose, provided such amendment does not materially adversely affect the substantive rights of any Unit Owner or Mortgagee hereunder nor adversely affect title to any Unit without the consent of the affected Unit Owner and Mortgagee.

2. In order to meet possible unforeseen or varying demands for the number and type of Units, to meet particular requirements of prospective purchasers, lending institutions, or title insurance companies, or for any other reason, the Developer reserves the right to determine the mix of Unit types and the layouts of Units in future buildings to be erected on the property described in Exhibit A.

3. Developer reserves the right to change the interior design and arrangement of all Units and to alter the boundaries between Units, as long as Developer owns the Units so altered.

4. Developer reserves the right to amend the Declaration to increase the boundaries of the Common Elements.

5. An amendment of this Declaration as described in this Section B, paragraphs 1, 2, 3 and 4 above reflecting such authorized alteration of Unit plans, submission of additional properties to condominium use, or increase in the boundaries of the Common Elements need be signed and acknowledged only by the Developer and need not be approved by the Association, Unit Owners or mortgagees of Units or other Condominiums.

C. Grand Harbor Approval.

No amendment to this Declaration which materially affects the rights or interest of Grand Harbor Community Association, Inc. shall be valid unless approved in writing by the Board of Directors of Grand Harbor Community Association, Inc.

IX

THE OPERATING ENTITY

The operating entity of the Condominium shall be a corporation not-for-profit pursuant to F.S. Chapter 617, which

shall be organized and fulfill its functions pursuant to the following provisions:

A. Name. The name of the Association shall be HARMONY ISLAND CONDOMINIUM ASSOCIATION, INC. A copy of the Articles of Incorporation creating the Association is attached to this Declaration as Exhibit D and hereby made a part hereof.

B. Powers and Duties. The said Association shall have all of the powers and duties set forth in the Condominium Act, as well as all of the powers and duties granted to or imposed upon it by this Declaration and the By-Laws of the Association, and all of the powers and duties necessary to operate the Condominium Property as set forth in this Declaration and the By-Laws, as amended from time to time.

C. Members of the Association. The members of the Association shall consist of all the record owners of Condominium Units in this Condominium, and their voting rights shall be as provided in ARTICLE VI and in the By-Laws attached hereto.

D. Affairs of the Association. The affairs of the Association shall be directed by the Board of Directors. The number of directors and their designated manner of operation shall be established according to provisions set out in the By-Laws.

E. Non-Transferability of Membership. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

F. Owners Subject to Declaration. Every owner of a Condominium Unit, whether he has acquired his ownership by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the By-Laws of the Association and the provisions of this Declaration.

X

BY-LAWS

The operation of the Condominium Property shall be governed by the By-Laws of the Association, which are set forth in a document marked Exhibit E attached to this Declaration and hereby made a part hereof.

No modification or amendment to the By-Laws of the Association shall be valid unless set forth in or annexed to a

duly recorded amendment to this Declaration, recorded in the public records of Indian River County, Florida. The By-Laws may be amended in the manner provided for therein, but no amendment to said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to the Mortgagees, without the written approval of all Mortgagees of record.

XI

ASSESSMENTS

The Association, through its Board of Directors, shall fix and determine from time to time the sum or sums necessary and adequate to provide for the Common Expenses and such other sums as are specifically provided for in this Declaration and the By-Laws and exhibits attached hereto. The procedure for the determination of all such Assessments shall be as set forth in the By-Laws of the Association and this Declaration and Exhibits attached hereto.

The Common Expenses shall be assessed against each Condominium Parcel Owner, as provided for in this Article of this Declaration and Article VI of the Association's By-Laws. One fourth of the annual assessment for each Unit shall be assessed against each Unit on a quarterly basis. The Board of Directors in its discretion may change the time period for periodic payments of annual assessments within the fiscal year. Special Assessments shall be assessed against each Unit Owner as provided in this Declaration and exhibits attached hereto. Assessments that are unpaid for over ten (10) days after the due date shall bear interest at the highest rate allowed by Florida law from the date due until fully paid. A default in the payment of an Assessment for more than thirty (30) days shall cause the Unit Owner's Assessment for the next three (3) months to be immediately due and payable and shall bear interest at the highest rate allowed by Florida law until fully paid. Upon such thirty (30) days default, the Association shall give prompt notice to the Unit Owner's Mortgagee of said default.

The Association shall have a lien on each Condominium Parcel for unpaid Assessments. Late charges, interest, and reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or the enforcement of such lien shall be payable by the Unit Owner and secured by such lien. The Board of Directors may take such action as it deems necessary to collect Assessments by personal action or by enforcing and foreclosing said lien and may settle and

compromise the same, if deemed in the best interest of the Association. Said lien shall be effective as and in the manner provided for by the Condominium Act, and shall have the priorities established by said Act; provided, however, such lien shall be superior to a lien held on the Parcel by Grand Harbor Community Association, Inc. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an Assessment lien and to apply as a cash credit against its bid all sums due, as provided herein, covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium Parcel, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect same from the Unit Owner and/or Occupant.

Where the mortgagee of an Institutional Mortgage of record, or other purchaser of a Unit, obtains title to a Condominium Parcel as a result of foreclosure of the Institutional Mortgage, or when an Mortgagee of record accepts a deed to said Condominium Parcel in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the unpaid share of Common Expenses or Assessments which became due prior to acquisition of title as a result of foreclosure, unless such share is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such acquirer, his successors and assigns, except as provided in the last paragraph of this Article XI.

The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid Assessments to any Unit Owner or group of Unit Owners, or to any third party. Anything herein to the contrary notwithstanding, the Association lien rights shall be subordinate to any first mortgage held by an Mortgagee.

Notwithstanding anything to the contrary herein, the Developer guarantees that assessments for Common Expenses shall not exceed the amounts set forth in Exhibit C, until one year from the date of the first closing of a Unit, or until the Developer transfers control of the Association, whichever occurs first. During the guarantee period, Developer, in lieu of paying assessments on units he still owns, shall be obligated to pay any amount of Common Expenses incurred during the guarantee period and not produced by the Assessments at the guaranteed level receivable from other Unit Owners.

XII

PROVISIONS RELATING TO THE SALE OR
OTHER ALIENATION OR MORTGAGING OF CONDOMINIUM UNITS

A. Sale of Units - Notice. Should a Unit Owner wish to sell his Condominium Parcel, he shall, before accepting any offer, deliver to the Board of Directors of the Association a written notice containing the name and address of the person(s) to whom the proposed sale or transfer is to be made, and such other information (to be requested within five (5) days from receipt of such notice) as may be required by the Board of Directors of the Association.

B. Leasing of Units.

1. Entire Units may be rented or leased without Association approval. No Unit shall be leased for a period of less than seven (7) consecutive days.

2. Each Unit Owner who leases his Unit shall be required to pay to the Association a security deposit in an amount determined by the Board of Directors.

3. The liability of the Unit Owner under the covenants of this Declaration shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest, as provided herein. Every purchaser, tenant or lessee shall take possession of the Unit subject to this Declaration, the By-Laws of the Association and the Articles of Incorporation, the Grand Harbor Community Association documents as well as the provisions of the Condominium Act.

C. Special Provisions Regarding Leasing, Mortgaging or Other Alienation by Certain Mortgagees or Developer.

1. An Mortgagee holding a mortgage on a Condominium Parcel, upon becoming the owner of a Condominium Parcel through foreclosure or by deed in lieu of foreclosure, or whoever shall become the acquirer of title at the foreclosure sale of an Institutional Mortgage or of the lien for Common Expenses, shall have the unqualified right to sell, lease or otherwise transfer said Unit, including the fee ownership thereof, and/or to mortgage said Condominium Parcel without prior offer to the Board of Directors of the Association and without the prior approval of the said Board of Directors.

2. The Developer is irrevocably empowered to sell, lease, rent and/or mortgage Condominium Parcels or Units, and portions thereof, to any purchaser, lessee or mortgagees

approved by it, and the Developer shall have the right to transact any business necessary to consummate sales or rentals of Units, including but not limited to the right to maintain models, have signs, use the Common Elements and show Units. The sales office(s), signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer.

XIII

INSURANCE PROVISIONS

A. Liability and Indemnification of Officers and Directors. The Association shall indemnify every officer, director, committee member, and management agent against any and all expenses, including counsel fees, reasonably incurred by or imposed upon such officer, director, committee member or management agent in connection with any action, suit, or other proceeding (including settlement of any such action, suit, or proceeding, if approved by the then Board of Directors) to which he may be made a party by reason of being or having been an officer, director, committee member or management agent whether or not such person is an officer, director, committee member or management agent, at the time such expenses are incurred. The officers, directors, committee members and management agent shall not be liable for any mistake of judgment, negligent or otherwise, or for injury or damage caused by any such officer, director, committee member or management agent in the performance of his duties, except for their own individual willful misfeasance or malfeasance. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer, director, committee member or management agent, or former officer, director, committee member or management agent may be entitled. The Association shall, as a Common Expense, maintain adequate general liability and, if obtainable, officers' and directors' liability insurance to fund this obligation, and the insurance shall be written as provided in this Paragraph.

B. Insurance. The Association shall obtain and maintain at all times, as a Common Expense, insurance as required by the Act and as required herein, including a casualty insurance policy or policies affording fire and

extended coverage for and in an amount consonant with the full replacement value of all structures within the Condominium and a liability insurance policy or policies in amounts not less than Five Hundred Thousand (\$500,000.00) Dollars for injury, including death, to a single person; One Million (\$1,000,000.00) Dollars for injury or injuries, including death, arising out of a single occurrence; and Five Hundred Thousand (\$500,000.00) Dollars property damage, covering the Association, the Board of Directors, officers, and all agents and employees of the Association, and all Unit Owners and other persons entitled to occupy any Unit or other portion of the Condominium Property.

All such insurance coverage shall be written in the name of any Mortgagee providing acquisition and construction financing for the Condominium, and in the name of the Association as trustee for itself, each of the Owners, and the Mortgagees, if any. It shall be the duty of the Board of Directors at least every two (2) years to conduct an insurance review to determine if the policy in force is adequate to meet the needs of the Association and to satisfy the requirements of the Act. Such responsibility may be performed, and shall be deemed reasonably performed, by the Board requesting the Association's insurance agent to verify that the insurance policies in existence meet the needs of the Association and satisfy the requirements of the Act. Such insurance shall run to the benefit of the Association, the Unit Owners, and the Mortgagees, as their interest may appear. The improvements and betterments made by the individual Unit Owners shall be excluded from this required coverage, but each Owner shall have the right to obtain additional coverage for such improvements, betterments, or personal property at his own expense. The policies may contain reasonable deductibles, and the amount thereof shall be added to the face amount of the policies in determining whether the insurance equals at least full replacement cost.

1. The Board of Directors shall utilize every reasonable effort to secure policies that will provide the following:

a. that the insurer waives its rights of subrogation of any claims against directors, officers, the managing agent, the individual owners, and their respective household members;

b. that the policies cannot be cancelled, invalidated, or suspended on account of the conduct of any director, officer, or employee of the Association or the managing agent without a prior demand in writing delivered to the Association and to all Mortgagees to cure the defect and the allowance of a reasonable time thereafter within which the defect may be cured;

c. that any "other insurance" clause contained in the Association's policy shall expressly exclude individual unit owners' policies from its operation;

d. that the policies may not be jeopardized, cancelled, or substantially modified without at least thirty (30) days' prior notice in writing to the Board of Directors and all Mortgagees; and

e. an agreed value endorsement, an inflation guard endorsement, and mortgagee endorsement.

2. All policies of insurance shall be written with a company licensed to do business in the State of Florida and holding a rating of XI or better in the Financial Category as established by A. M. Best Company, Inc., if available, or, if not available, the best rating available. The company shall provide a memorandum of insurance to each Owner and each Mortgagee who requests such memorandum.

3. In no event shall the insurance coverage obtained and maintained by the Association hereunder be brought into contribution with insurance purchased by individual unit owners or their mortgagees. Each unit owner shall notify the Board of Directors of all structural improvements made by the unit owner to his unit.

4. In addition to the insurance required hereinabove, the Board shall obtain as a common expense:

a. workmen's compensation insurance if and to the extent necessary to meet the requirements of applicable law;

b. public liability and officers' and directors' liability insurance in such amounts as the Board may determine, but in no event less than One Million (\$1,000,000.00) Dollars per occurrence (Such insurance shall contain a cross-liability endorsement.);

c. fidelity bonds covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds. If reasonably available, such bonds shall be in an amount at least equal to no less than three (3) months' operating expenses plus reserves on hand as of the beginning of the fiscal year and shall contain waivers of any defense based upon the exclusion of persons serving without compensation; and

d. such other insurance as the Board of Directors may determine to be necessary.

5. If the Association fails to pay insurance premiums when due, or fails to comply with other insurance requirements, the Mortgagee(s) has/have the right, but not the duty, to order insurance policies and advance the sums required to maintain and procure the insurance. Such advanced sums shall be subrogated to the assessment and lien rights of the Association for the payment of such items as a Common Expense.

6. Insurance carried by the Association as a common expense shall not include any betterments, improvements, or additions made to a unit which are not depicted on the original plats and plans, as amended, nor included in the original mortgage on the unit, nor shall the Association include public liability insurance for individual owners for liability arising within the unit. Nothing contained herein gives any owner or other party a priority over any rights of first mortgagees as to distribution of insurance proceeds.

7. Every unit owner shall be obligated to obtain and maintain at all times insurance covering the structural portions of his unit to the extent not insured by policies maintained by the Association. In addition, to the extent not insured by policies maintained by the Association or to the extent insurable losses result in the payment of deductibles under the Association's policies, every Owner shall be obligated to obtain and maintain at all times insurance covering consequential damages to any other Unit or the Common Elements due to occurrences originating within the Owner's Unit caused by the negligence of the Owner, the failure of the Owner to maintain the Unit, or any other casualty within the Unit which causes damage to the Units or the Common Elements.

At the request of the Board of Directors, Owners shall file a copy of each individual policy or policies covering his or her Unit and personal property with the Board of Directors within ten (10) days after receiving such request. Such Owner shall promptly notify, in writing, the Board of Directors in the event such policy is cancelled.

C. Board Authority - Insurance Coverage.

1. The Board of Directors, upon resolution, shall have the authority to require all or any Unit Owner(s) to do any act or perform any work involving portions of the Condominium which are the maintenance responsibility of the Unit Owner, which will, in the Board's sole discretion, decrease the possibility of fire or other damage in the Condominium, reduce the insurance premium paid by the Association for any insurance coverage or otherwise assist the Board in procuring or maintaining such insurance coverage;

provided, however, if the cost of providing such required work would exceed Three Hundred (\$300.00) Dollars per Unit in any fiscal year, then the required work shall be approved by the affirmative vote of two-thirds (2/3) of the Members present at an annual or special meeting of the Association, which meeting notice specifies the purpose of the meeting includes consideration of such resolution. This authority shall include, but not be limited to, requiring Owners to install smoke detectors and such other measures as the Board may reasonably require.

2. In addition to, and not in limitation of, any other rights the Association may have, if any Unit Owner does not comply with any reasonable requirement made by the Board of Directors pursuant to Section (C)(1), above, the Association, upon fifteen (15) days' written notice (during which period the Unit Owner may perform the required act or work without further liability), may perform such required act or work at the Unit Owner's sole cost and expense. Said cost shall be added to and become a part of the assessment obligation of such Unit Owner and shall become a lien against the Unit and shall be collected as provided in Article XI of this Declaration and Article VI of the By-Laws. The Association shall have all rights necessary to implement the requirements mandated by the Board pursuant to Section (C)(1), above, including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or occupant of the Unit, except that access may be had at any time without notice in an emergency situation.

D. Repair and Reconstruction. In the event of damage to or destruction of all or any part of the Condominium as a result of fire or other casualty, unless eighty (80%) percent of the unit owners, including the owner or owners of the damaged unit or units, vote not to proceed with the reconstruction and repair of the structure, the Board of Directors or its duly authorized agent shall arrange for and supervise the prompt repair and restoration of the structure in accordance with the original plats and plans. In the event of substantial damage or destruction, each institutional holder of a first mortgage shall be entitled to written notice of the damage, and nothing in these documents shall be construed to afford a priority to any unit owner with respect to the distribution of proceeds to any such unit.

The procedure for repair and reconstruction shall be:

1. Cost Estimates. Immediately after a fire or other casualty causing damage to the Condominium, the Board of Directors shall obtain reliable and detailed estimates of the cost of repairing and restoring the structures (including any

damaged Unit) to a condition as good as that existing before such casualty. Such costs may also include professional fees and premiums for such bonds as the Board of Directors determines to be necessary.

2. Source and Allocation of Proceeds. If the proceeds of insurance are not sufficient to defray the said estimated costs of reconstruction and repair, as determined by the Board of Directors, or if at any time during the reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs thereof are insufficient, assessments shall be made against all of the Unit Owners. If after repair and reconstruction is completed there is a surplus of funds, such funds shall be common funds of the Association to be used as directed by the Board of Directors.

3. Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the plans and specifications under which the Condominium was originally constructed.

4. Encroachments. Encroachments upon or in favor of Units which may be created as a result of such reconstruction or repair shall not constitute a claim or basis for any proceeding or action by the Unit Owner upon whose Property such encroachment exists, provided that such reconstruction was substantially in accordance with the architectural plans under which the Condominium was originally constructed. Such encroachments shall be allowed to continue in existence for so long as the reconstructed building shall stand.

5. Construction Fund. The net proceeds of the insurance collected on account of a casualty and the funds collected by the Association from assessments against Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the cost of reconstruction and repair in the manner set forth in this Section (D).

6. Method of Disbursement. The construction fund shall be paid by the Association in appropriate progress payments to such contractor(s), supplier(s), and personnel performing the work or supplying materials or services for the repair and reconstruction of the buildings as are designated by the Board of Directors. Notwithstanding any provision herein to the contrary, disbursement provisions in Mortgages encumbering damaged or destroyed Units and/or Common Elements which are contrary to provisions herein shall control.

XIV

MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Association may enter into a contract with any firm, person or corporation for

the maintenance and repair and management of the Condominium Property and any other type properties. The manager may assist in determining the budget and collecting Assessments, as provided by this Declaration and By-Laws, in addition to any other duties specified by the Board of Directors.

B. After the completion of the improvements included in the Common Elements contemplated by this Declaration and amendments thereto, there shall be no material alteration or further substantial improvement of Common Elements without prior approval in writing by the Unit Owners of seventy-five percent (75%) of all the Units.

C. Each Unit Owner agrees as follows:

1. To maintain in good condition and repair his Unit and all interior surfaces within or surrounding his Unit (such as the plaster comprising the walls, the ceilings and the floors and his screening and windows) and the entire interior of his Unit and to maintain and repair the fixtures and equipment therein, including, without limitation, the following, where applicable: air conditioning and heating Units, refrigerators, stoves, fans, hot water heaters, dishwashers and all other appliances, drains, plumbing fixtures and connections, sinks, electric panels and fixtures within the Unit; interior and exterior doors, windows, screening and glass, sliding glass doors (except the painting of exterior doors shall be a Common Expense); and to pay for all his utilities, including, but not limited to, electric, water, and telephone.

2. Not to make or cause to be made any structural addition or alteration to the Common Elements. Structural alterations within a Unit may be made only with the prior written consent of the Association and of all mortgagees holding a mortgage on the Unit.

3. To make no alterations, decorations, repairs, replacements, or changes of the Common Elements or to any outside or exterior portion of the building(s) (including tinting or reflective films on windows), whether within a Unit or part of the Common Elements without complying with the procedures set forth in Section D below. Said parties shall comply with the rules and regulations adopted by the Board of Directors. The Unit Owner shall be liable for all damages to another Unit, the Common Elements or the Condominium Property caused by the Unit Owner's contractor, subcontractor or employee, whether said damages are caused by negligence or otherwise.

4. To allow, upon twenty four (24) hours notice or in the event of an emergency, the Board of Directors or the agents or employees of the Association to enter into any Unit for purpose of maintenance, inspection, repair or replacement of the improvements within the Units or the Common Elements, or to determine, in case of emergency, circumstances threatening Units or the Common Elements, or to determine compliance with the provisions of the Declaration and the By-Laws of the Association.

5. Except for temporary signs placed during the initial construction of the Condominium Property by construction lenders providing construction financing for the project, no sign of any kind shall be erected within the Condominium without the prior written consent of the Board or its designee. The Board and the Developer shall have the right to erect signs without the necessity of obtaining such consent.

D. The provisions of this Section shall apply only if the committees described herein are expressly authorized in writing to perform the functions described herein by the Grand Harbor Community Association, Inc.

The Board of Directors of the Association shall have the authority and standing, on behalf of the Association, to enforce in courts of competent jurisdiction decisions of the Modifications Committee established in Section D of this Article IV. This Section may not be amended without the Developer's written consent so long as the Developer owns any Units subject to this Declaration.

No construction, which term shall include within its definition staking, clearing, excavation, grading, and other work and no exterior alteration or modification of existing improvements shall take place except in strict compliance with this Section and until the requirements hereof have been fully met and the approval of the appropriate entities has been obtained.

All structures constructed on any portion of the Condominium shall be designed by and built in accordance with the plans and specifications of a licensed architect.

The Board of Directors shall appoint a Modifications Committee (MC) to consist of at least three (3) and no more than five (5) members. The MC shall have exclusive jurisdiction over modifications, additions, or alterations made on or to existing Units or structures containing Units and the Common Elements, if any, appurtenant thereto. The MC shall have no jurisdiction over construction activities of the Developer.

The Modifications Committee may prepare and, on behalf of the Board of Directors, promulgate detailed standards and procedures governing its areas of responsibility and practice, consistent with the Community Development Code and Land Use Standards ("CDC-LUS"). In addition thereto, the following shall apply. Plans and specifications showing the nature, kind, shape, color, size, materials, and location of such modifications, additions, or alterations, shall be submitted to the MC for approval as to quality of workmanship and design and as to harmony of external design with existing structures, location in relation to surrounding structures, topography, and finish grade elevation. Nothing contained herein shall be construed to limit the right of an Owner to remodel the interior of his Unit (except for structural alterations), or to paint the interior of his Unit any color desired. In the event that the MC fails to approve or to disapprove such plans or to request additional information reasonably required within forty-five (45) days after submission, the plans shall be deemed approved.

The approval of the MC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of such Committee, shall not be deemed to constitute a waiver of any right to withhold approval or consent as to any similar proposals, plans and specifications, drawings, or matters whatever subsequently or additionally submitted for approval or consent.

The MC may authorize variances from compliance with any of the provisions of the CDC-LUS when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require, but only in accordance with duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing, (b) be contrary to the restrictions set forth in the body of this Declaration, or (c) estop the MC from denying a variance in other circumstances. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

The provisions for architectural control contained in this Declaration shall be in lieu of the architectural control provisions contained in Article XI of the Declaration of Covenants, Conditions and Restrictions for Grand Harbor Community Association. The architectural rules and guidelines promulgated pursuant to this Declaration shall be consistent

with the rules and guidelines established pursuant to the Declaration of Covenants, Conditions and Restrictions for Grand Harbor Community Association and shall also be consistent with the Community Development Code and Land Use Standards established by Grand Harbor, Inc., for Grand Harbor. Notwithstanding the above, the Board or its designee may impose stricter rules and guidelines for architectural control than those established by Grand Harbor Community Association, Inc.

E. In the event the Owner of a Unit fails to maintain said Unit, as required herein, or makes any alteration without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have the right to proceed in a court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Association shall have the right to levy an Assessment against the Owner of a Unit, and the Unit, for such necessary sums to remove any unauthorized additions or alterations, and to restore the Unit or Common Elements to good condition and repair. Said Assessments shall have the same force and effect as all other special Assessments. The Association shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Association to enforce compliance with the provisions hereof.

F. The Association shall determine the exterior color scheme of the building(s) and all exteriors, and no Unit Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, including screening, without the written consent of the Association.

G. The Association shall be responsible for the outside maintenance, replacement and repair of the Common Elements, all plumbing lines, all of the electrical systems, all paths and sidewalks on the Condominium Property and all portions of the Condominium Property not required to be maintained, repaired or replaced by the Unit Owner(s), all of which are hereby declared Common Expenses of the Condominium. The Association shall also be responsible for the maintenance, repair and replacement of the road system, the cost of which shall be an expense of the Association. Notwithstanding the Unit Owner's duty of maintenance, repair, replacement and his other responsibilities as to his Unit, as hereinbefore provided in this Declaration, the Association may enter into an agreement with such firms and companies as it may determine to provide certain services and/or maintenance for and on behalf

of the Unit Owners in the Condominium whereby maintenance and service are provided on a regularly scheduled basis for air conditioning maintenance and service and appurtenances thereto, exterminating service and other type of maintenance and service as said Association deems advisable and for such period and on such basis as it determines. Said agreement shall be on behalf of all Unit Owners, and the assessments due from each Unit Owner for Common Expenses shall be increased by such sum as the Association deems fair and equitable under the circumstances in relation to the monthly charge of said maintenance or service. Each Unit Owner shall be deemed a party to said agreement with the same force and effect as though said Unit Owner had executed said agreement and it is understood and agreed that the Association shall execute said agreements as the agent for the Unit Owners. The aforesaid assessment shall be deemed to be an Assessment under the provisions of Article XI of this Declaration.

H. If the Board of Directors determines that: (i) any Owner has failed or refused to discharge properly his obligation with regard to the maintenance, repair, or replacement of items for which he is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement which is the Association's responsibility is caused through the willful or negligent act of any Owner, his or her family, guests, lessees, or invitees, and it is not fully covered or paid by insurance, then, except in an emergency situation, the Association shall give the Owner written notice of the Association's intent to provide necessary maintenance, repair, or replacement and that any work not covered by insurance shall be at the Owner's sole cost and expense. The notice shall set forth with reasonable particularity the maintenance, repair, or replacement deemed necessary by the Board of Directors. Unless the Board of Directors determines that an emergency exists, and except where the necessary maintenance is the responsibility of the Association under Section F of this Article, the Owner shall have ten (10) days within which to complete the maintenance, repair, or replacement, or if the maintenance, repair or replacement is not capable of completion within such time period, to commence such maintenance, repair or replacement which shall be completed within a reasonable time. If the Board determines that an emergency exists, or if an Owner does not comply with the demand given by the Association as herein provided, or if the maintenance item is the responsibility of the Association under Section F of this Article, the Association may provide any such maintenance, repair, or replacement at the Owner's sole cost and expense, and such costs shall be added to and become a part of the assessment to which such Owner is subject and shall become and be a lien against the Unit, as hereinafter provided.

XV

TERMINATION

This Condominium may be voluntarily terminated in the manner provided for in Section 718.117 of the Condominium Act. However, the Condominium created by this Declaration shall not be terminated without the prior written consent of the board of directors of Grand Harbor Community Association, Inc.

XVI

MISCELLANEOUS PROVISIONS

A. Easements.

1. General. The Unit Owners agree that if any portion of a Unit or Common Element encroaches upon another, a valid easement for the encroachments and maintenance of same, so long as it stands, shall and does exist. In the event a Condominium building or buildings are partially or totally destroyed and then rebuilt, the Owners of the Condominium Parcels agree that encroachments on parts of the Common Elements or Units, as aforedescribed, due to construction, shall be permitted, and that a valid easement for said encroachment and the maintenance thereof shall exist. The Unit Owners further agree that the Developer has a valid easement on the Condominium Property for sewer and water lines, and that same is fully assignable by the Developer.

2. Easement to Grand Harbor Community Association, Inc. The officers, agents, employees, and independent contractors of Grand Harbor Community Association, Inc. shall have a non-exclusive easement to enter upon the Condominium Property for the purpose of performing or satisfying the duties and obligations of Grand Harbor Community Association, Inc., as set forth in the Community Declaration, its By-Laws, and rules and regulations.

B. No Waiver. No Owner of a Condominium Parcel may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or the recreational areas, or the Condominium Property, or by the abandonment of his Unit.

C. Covenants Running with the Land. All provisions of this Declaration and exhibits attached hereto and amendments thereof shall be construed to be covenants running with the land, and of every part thereof an interest therein, including, but not limited to, every Unit and the appurtenances thereto,

and every Unit Owner and claimant of the property, or any part thereof, or of any interest therein, and his heirs, executor, administrators, successors and assigns shall be bound by all of the provisions of said Declaration and exhibits annexed hereto and amendments thereto.

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

E. Notice.

1. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners or Mortgagees, either personally or by mail, addressed to Unit Owners at their place of residence in the Condominium, unless the Unit Owner has, by written notice duly receipted for, specified a different address, and addressed to Mortgagees at the address specified in writing to the Association. Proof of such mailing by the Association shall be by the post office certificate of mailing or if personal delivery, proof of such delivery shall be given by affidavit of the person delivering such notice. Notices to the Association shall be delivered by mail to the Association's management company and to the Secretary of the Association, at the Secretary's residence in the Condominium, or, in case of the Secretary's absence, then to the President of the Association at his residence in the Condominium and in his absence, to any member of the Board of Directors of the Association.

2. All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representative of a deceased Unit Owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the court wherein the estate of such deceased Unit Owner is being administered.

F. Modifying Unit Boundaries. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Developer or the Board of Directors of the Association, with the consent of any Mortgagees who may be affected, from removing or authorizing the removal of any party wall between any Units in order that the said Units might be used together as one integral Unit. In such event, all assessments, voting rights and the share of the Common Elements shall be calculated

as originally designated on the exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purposes that the Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been so combined.

G. Obligations of Owners. The "Obligations of Owners" provided for by F.S. 718.303(1) shall be in full force and effect. In addition thereto, should the Association find it necessary to bring a court action to bring about compliance with the law, this Declaration and exhibits attached to this Declaration, the Unit Owner so violating shall reimburse the Association for reasonable attorneys' fees incurred by them in bringing said action, if the Association is the prevailing party.

H. Other Associations and Interest in Land. Subsequent to the filing of this Declaration of Condominium, the Association, when authorized by the vote of a majority of the voting members of the Association, and approved by all the Unit Owners and holders of the Institutional Mortgages encumbering Condominium Parcels, may, together with other condominium associations, purchase and/or acquire, and enter into agreements from time to time, whereby it acquires leasehold lands, memberships and other possessory or use interests in lands and facilities, including but not limited to, country clubs, golf courses, marinas and other recreational facilities (whether or not contiguous to the lands of the Condominium) intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental, membership fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

I. Gender. Whenever the context so requires, the use of any gender shall be deemed to include all genders; and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of the Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

J. Captions. The captions used in this Declaration of Condominium and exhibits annexed hereto are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of the text of this Declaration and exhibits hereto annexed.

K. Florida Condominium Act. Notwithstanding the fact that the present provisions of the Condominium Act of the State

of Florida are incorporated by reference and included herein, the provisions of this Declaration shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; as otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated herein.

L. Disclaimer of Implied Warranties. The Developer specifically disclaims any intent to have made any warranty or representation in connection with the Condominium Property for the condominium documents except as specifically set forth herein, or provided by law, and no person shall rely upon any warranty or representation not so specifically made herein or provided by law. Any estimates of Common Expenses, taxes or other charges are believed accurate, but no warranty or guaranty is made or intended, nor may one be relied upon, except where the same is specifically warranted or guaranteed.

M. Common Easement. All Unit Owners, Mortgagees, and the Developer and its assigns are hereby granted easements over all lands owned by the Association, and all of the Common Elements of the Condominium, subject to such rules as may be promulgated by the Board of Directors from time to time.

N. Non-Interference with Developer. Until the Developer has completed all of the contemplated improvements and closed all the sales of all Units, neither the Unit Owners, contract purchasers, nor the Association, nor their use of the Condominium Property shall interfere with the completion of the contemplated improvements or the sale of the Units. Developer may make such use of any unsold Units or Common Elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office and models, showing of the property, display of signs, storage of materials, and general office use.

O. Local Conditions, Limitations, Restrictions, Reservations and Easements. The real property submitted to Condominium ownership herewith is subject to conditions, limitations, restrictions, reservations, easements, and all of the terms and provisions in this Declaration and exhibits attached thereto, and all matters of record, taxes, applicable zoning ordinances now existing or which may hereafter exist, easements for ingress and egress for pedestrian and vehicular purposes, easements for cable and security service, easements for utility service, drainage or other purposes now existing or hereafter granted by the Developer for the benefit of the Developer and such persons as the Developer designates, and the said Developer shall have the right to grant additional easements and designate the beneficiaries thereof, for such

time as it determines in its sole discretion and thereafter, the Association shall be empowered to grant such easement on behalf of its members. During the period of time that the Developer has the right to grant the foregoing easements, the consent and approval of the Association and its members shall not be required. The right to grant the foregoing easements shall be subject to said easements not structurally weakening the building(s) and improvements upon the Condominium Property, nor unreasonably interfering with the enjoyment of the Condominium Property by the Association's members. The Condominium Association and its members, the Developer, its successors and assigns, are hereby granted an easement for ingress and egress over, through and across the paved areas of the Common Elements to provide access to and from said Condominium to the nearest public street, road or right-of-way and to provide access over and across all paved areas within the Condominium, provided said paved area is intended for use as a driveway, street, or road. The aforesaid areas are designated on Exhibit A attached hereto, and the parties hereto, i.e., Developer and Condominium Association, hereby grant and, where applicable, subject portions of a Condominium to said easements for the parties specified above by virtue of this execution of this Declaration and exhibits attached by said Developer, and Condominium Association, and same are further granted unto the Developer's designees. All easements of an "access" type as hereinbefore provided as designated on Exhibit A attached hereto, which connect with other access easements shall be a part of the overall access easement hereinbefore provided as originally set forth herein.

P. Developer Rights. The Developer and its designees shall have the right in their individual sole discretion at such time as they desire, to enter on, over and across the Condominium Property and the further right to use such portion of the Condominium Property for construction purposes, pursuant to this Declaration and for repair, replacement and maintenance as to the Condominium where the Association fails to do so. The Association has the duty and obligation to maintain all paved areas and landscaping on property owned by it or within the Condominium in first-class condition, and, should said Association fail to do so, the Developer shall give the Association written notice detailing the same and cause said notice to be delivered as required in this Declaration, and in the event the Association does not cause the necessary steps to be taken and completed within thirty (30) days after the date said notice is delivered to it, the Developer shall have the right to enter upon the Condominium and other property owned by Association and cause said maintenance, replacement, and/or repair to be made, and said Developer shall have a lien upon the Condominium Property including each Condominium Unit, for

the cost thereof including interest and court costs and reasonable attorneys' fees incurred by it in collecting the funds expended by it either in or out of court. The aforesaid lien may be foreclosed in the same manner as mortgages or statutory liens are foreclosed in the State of Florida. Where the Association fails to maintain, replace and repair as hereinbefore provided and an emergency situation exists, the Developer may immediately enter upon the Condominium Property and cause said repair, maintenance or replacement to be made forthwith, and said party shall have a lien upon the Condominium Property and the Condominium Units contained therein in the same manner and in the amount as hereinbefore provided, which shall also be enforceable as hereinbefore provided. An easement is hereby reserved to the Declarant, over, through, across and beneath all Common Elements of the Condominium Property for drainage purposes and for the construction, placement and maintenance of utilities, including, but not limited to, electrical, sewer, water, telephone and television service.

Q. Golf Course. A portion of a golf course may be constructed within or adjacent to the Condominium Property. There is hereby created an easement in favor of the initial operator of the golf course, its successors, assigns, and successors in title to such golf course, if constructed, as well as the members, their guests and invitees, to permit the doing of every act necessary and proper for the playing of golf on said golf course. These acts shall include, but shall not be limited to, the recovery of golf balls from the Condominium Property, the flight of golf balls over and upon such Condominium Property, the use of necessary and usual equipment upon such golf course, the usual and common noise level created by the playing of the game of golf, together with all the other common and usual activity associated with the game of golf and with the normal and usual activities associated with the operation of a country club.

R. Dispute Resolution. The Grand Harbor Community Association, Inc. may, but shall not be obligated to, exercise jurisdiction over and act as an arbiter with respect to any dispute between the Harmony Island Condominium Association, Inc. and any other association or "Neighborhood" within Grand Harbor, as that term is defined in the Grand Harbor Community Declaration.

S. Security. NEITHER THE HARMONY ISLAND CONDOMINIUM ASSOCIATION, INC., GRAND HARBOR COMMUNITY ASSOCIATION, INC., SCHAUB COMMUNITIES, GRAND HARBOR, INC., NOR THE DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN GRAND HARBOR OR HARMONY ISLAND, AND NEITHER THE HARMONY

ISLAND CONDOMINIUM ASSOCIATION, INC., GRAND HARBOR COMMUNITY ASSOCIATION, INC., SCHAUB COMMUNITIES, GRAND HARBOR, INC., NOR THE DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE HARMONY ISLAND CONDOMINIUM ASSOCIATION, INC., GRAND HARBOR COMMUNITY ASSOCIATION, INC., THEIR BOARDS OF DIRECTORS, THE DEVELOPER, SCHAUB COMMUNITIES, GRAND HARBOR, INC., AND COMMITTEES ESTABLISHED BY ANY OF THE FOREGOING ENTITIES, ARE NOT INSURERS AND THAT EACH OWNER, TENANT, GUEST AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS AND FURTHER ACKNOWLEDGE THAT SCHAUB COMMUNITIES, THE DEVELOPER, THE AFORESAID ASSOCIATIONS, BOARDS OF DIRECTORS, AND COMMITTEES HAVE MADE NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

T. Enforcement. A breach of any of the limitations, restrictions, conditions, and covenants set forth in this Declaration, or the continuing violation thereof, may be enjoined, abated, or remedied by appropriate legal proceedings by Harmony Island Condominium Association, Inc. or Grand Harbor Community Association, Inc. Either association shall be entitled to enforce the provisions of this Declaration to the same extent as the Board or any Owner. The failure of either association to enforce any of the limitations, restrictions, conditions, or covenants contained herein shall not constitute a waiver of the right to enforce the same thereafter. No liability shall be imposed on or incurred by either association as a result of such failure. The prevailing party in any action at law or in equity instituted to enforce or interpret said limitations, restrictions, conditions, or covenants shall be entitled to all costs incurred in connection therewith, including, without limitation, reasonable attorney's fees.

U. Rules and Regulations. The Harmony Island Condominium Association, Inc. through its Board of Directors, may make and enforce reasonable rules and regulations governing the use of the Condominium Property, which rules and regulations shall be consistent with the rights and duties established by this Declaration and the Community Declaration and with the rules and regulations of the Grand Harbor Community Association, Inc.

V. Cumulative Effect; Conflict. The covenants, restrictions, and provisions of this Declaration shall be cumulative with those of the Community Declaration; provided,

however, in the event of conflict between or among the provisions of this Declaration, the By-Laws, Articles of Incorporation, or rules and regulations adopted pursuant thereto and the Community Declaration, the By-Laws of Grand Harbor Community Association, Inc., its articles of incorporation, or rules and regulations, those of the Grand Harbor Community Association, Inc. shall be superior to those of the Association. The foregoing priorities shall not prevent enforcement by the Association of provisions or rules which are stricter than those of the Grand Harbor Community Association, Inc.

W. Grand Harbor Community Association, Inc. Every Owner, by acceptance of a deed to a Unit, acknowledges that, in addition to being subject to and bound by the Condominium documents, he or she is subject to the Community Declaration for Grand Harbor and that he or she is automatically a member of and subject to assessment by the Grand Harbor Community Association, Inc. The President of Harmony Island Condominium Association, Inc. shall be the Association's Voting Member, as defined in the Declaration of Covenants, Conditions, and Restrictions for Grand Harbor and shall be the representative of the individual members of the Association as provided in the Grand Harbor documents.

X. Supremacy of Community Declaration for Grand Harbor. In addition to all of the rights and obligations which have been conferred or imposed upon the Association pursuant to this Harmony Island Condominium Declaration, the By-Laws, or the Articles of Incorporation, the Association shall be entitled to exercise any of the rights conferred upon it and shall be subject to all of the obligations imposed upon it pursuant to the Community Declaration and the By-Laws of Grand Harbor Community Association, Inc. The Association and all committees thereof shall also be subject to all superior rights and powers which have been conferred upon Grand Harbor Community Association, Inc., pursuant to the Community Declaration and its By-Laws. The Harmony Island Condominium Association, Inc. shall take no action in derogation of the rights of or contrary to the interests of Grand Harbor Community Association, Inc.; all matters as to which there is disagreement shall be resolved in favor of Grand Harbor Community Association, Inc.

Y. Mortgagee Provisions.

1. Notwithstanding any other provision herein to the contrary, unless at least two-thirds (2/3) of the Mortgagees and Owners other than Declarant shall have given their prior written approval, neither the Association nor the Unit Owner shall:

a. by act or omission seek to abandon or terminate the horizontal property regime;

b. except as provided in the Condominium documents or in the Act for condemnation, substantial damage and destruction, and expansion of the Property, change the percentage interest in the Common Elements, or obligations for Common Expenses or votes in the Association attributable to any Unit;

c. subdivide, partition, or relocate the boundaries of any Unit;

d. by act or omission, withdraw any portion of the Property, or abandon, subdivide, partition, encumber, sell, or transfer the Common Elements (the granting of utility easements, including easements for cable television or easements for public purposes, consistent with the intended use of the Common Elements by the Association or the Declaration shall not be deemed a transfer within the meaning of this subparagraph); or

e. use hazard insurance proceeds for losses to any portion of the Condominium Property for other than the repair, replacement, or reconstruction of such Condominium Property, except as provided by statute for substantial loss to the Units and/or Common Elements.

The provisions of this subparagraph shall not be construed to reduce the percentage vote that must be obtained from mortgagees or Unit Owners where a larger percentage vote is otherwise required by the Act or the Condominium documents for any of the actions contained in this subparagraph.

2. Any person who obtains title to a Unit pursuant to the remedies provided in the Mortgage is not liable for such Unit's unpaid assessments or charges which accrue prior to the acquisition of title to such Unit by such person, but such person shall be responsible for all assessments or charges which occur subsequent to the passage of title, including, but not limited to, all assessments or charges for the month in which title is passed.

3. Upon written request to the Association, identifying the name and address of the mortgagee and the Unit number or address on which its mortgage is held, any mortgagee (herein referred to as "eligible mortgage holder"), will be entitled to timely written notice of:

a. any condemnation loss or any casualty loss which affects a material portion of the Condominium Property or

any Unit on which there is a first mortgage held by such eligible mortgage holder;

b. any delinquency in the payment of Assessments or charges owed by an Owner of a Unit subject to a first Mortgage held by such eligible mortgage holder which remains uncured for a period of sixty (60) days; and such eligible mortgage holder is entitled to written notice from the Association of any default in the performance by a Unit Owner of any obligation under the Condominium documents which is not cured within sixty (60) days;

c. any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; or

d. any proposed action which would require the consent of a specified percentage of eligible mortgage holders, as specified herein.

4. Any eligible mortgage holder shall be entitled, upon written request, to receive within a reasonable time after request, an audited financial statement of the Association for the immediately preceding fiscal year, free of charge to the mortgagee so requesting.

5. Notwithstanding anything to the contrary herein contained, the provisions of Article XII governing sales and leases shall not apply to impair the right of any first mortgagee to:

a. foreclose or take title to a Unit pursuant to remedies contained in its mortgage; or

b. take a deed or assignment in lieu of foreclosure; or

c. sell, lease, or otherwise dispose of a Unit acquired by the mortgagee.

6. No provision of this Declaration or the By-Laws gives or shall be construed as giving an Owner or other party priority over any rights of the first Mortgagee of any Unit in the case of distribution to such Owner of insurance proceeds or condemnation awards for losses to or a taking of the Common Elements.

2. **Annexation.** No property shall hereafter be made subject to this Declaration unless at the time it is made subject to the Declaration of Covenants, Conditions and Restrictions for Grand Harbor Community Association.

AA. Litigation. No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless approved by a vote of seventy-five (75%) percent of the total eligible vote of the Association. This Section shall not apply, however, to (a) actions brought by the Association to enforce the provisions of this Declaration (including, without limitation, the foreclosure of liens), (b) the imposition and collection of assessments as provided in Article XI hereof, (c) proceedings involving challenges to ad valorem taxation, or (d) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Developer or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

XVII

CONDEMNATION

A. Deposit of Awards. The taking of Condominium Property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the funds of the Association. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the funds of the Association; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a special Assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner. Notwithstanding any provision herein to the contrary, condemnation provisions in Mortgages encumbering condemned Units and/or Common Elements which are contrary to provisions in this Declaration shall control.

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

C. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments remaining after the satisfaction of Mortgages encumbering condemned Units and/or Common Elements will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the Owners of condemned Units will be made whole and the property damaged by the taking will

be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

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

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

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 Owners and mortgagees.

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

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

1. Payment of Award. The market value of the Unit 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 mortgagees.

2. Addition to Common Elements. The remaining portion of the Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvements of the Common Elements.

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

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

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

F. 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 of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the Owner and mortgagees of the Unit.

G. Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment to the Declaration of Condominium that need be approved only by a majority of all directors of the Association and by all Mortgagees impacted by said amendment.

XVIII

USE AND OCCUPANCY

A. General. Although there is no such charge at this time and no present intention to create such charge, the Association and Unit Owners agree that the quarterly Assessments to be paid by the Unit Owners for the Common Expenses may, in the future, include special Assessments incurred by a Unit Owner for charges for guests and invitees of said Unit Owner, or temporary residents in said Units, as to their use of the recreational facilities, and for any special services and charges.

B. Nuisance. The Unit Owner shall not permit or suffer anything to be done or kept in his Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises or otherwise, nor shall the Unit Owners commit or permit any nuisance, illegal acts in or about the Condominium Property.

C. Pets. Up to two (2) common domestic household pets may be kept within any Unit; provided that no pets shall be kept, bred or maintained for any commercial purposes, and further provided that any household pets causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the Condominium Property subject to these restrictions, upon three (3) days' written notice from the Board of Directors of the Association. All pets shall be kept on a properly tethered leash when on the Common Elements or Common Area of Grand Harbor Condominium Association, Inc. Every Owner shall be responsible for cleaning up the Condominium Property after use by his/her pet.

D. Windows. The Unit Owner shall not cause anything to be affixed or attached to, hung, displayed, or placed on the exterior walls or roof, including tinting or reflective film on windows, awnings and/or storm shutters or doors except with the prior written consent of the Board of Directors and further, when approved, subject to the Rules and Regulations adopted by the Board of Directors. No clothes lines or similar device which is visible from an adjoining unit or the Common Elements shall be allowed on any portion of the Condominium Property.

Unit Owners may landscape their courtyards in accordance with any rules and regulations promulgated by the Board of Directors.

E. Use of Common Elements and other Property. No persons shall use the Common Elements or property owned by the Association, or any part thereof, or a Unit, or the Condominium Property and recreational facilities, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations pertaining thereto as from time to time may be promulgated by the Board of Directors.

F. Antennas. There shall be no antenna, aerial, or satellite dish erected or installed upon the roof or any exterior portions of any Condominium Unit.

G. Parking. All parking on the Common Elements shall be governed by this Section.

1. **Designation.** Parking shall be only within designated parking spaces on the Common Elements. All parking spaces on the Common Elements shall be on a first-come, first-served basis; provided, the Board shall have the authority to assign parking spaces to particular units. The Board of Directors may by rule further define, limit, or regulate parking.

2. **Prohibited Vehicles.** No vehicle other than a passenger automobile shall be authorized to park on the Common Elements, except in an area or areas, if any, specifically designated by the Board of Directors for parking or storing any one or more designated types of prohibited vehicles. Without limiting the generality of the foregoing, the following vehicles are strictly prohibited from being parked, stored, or allowed to remain on the Common Elements (except in an area or areas specifically designated by the Board of Directors): disabled vehicles, stored vehicles, motorcycles, vehicles over twenty (20) feet in length or having more than four (4) wheels, mobile homes, motor homes, campers, trailers of any kind, boats, boat trailers, recreational vehicles, trucks, vehicles primarily used for commercial purposes, and vehicles with commercial writings on their exteriors. Notwithstanding the above, trucks and commercial vehicles shall be allowed temporarily in the Community during normal business hours for the purpose of serving any Unit or the Common Area; provided that no such vehicle shall be permitted to remain on the Common Elements overnight or for any purpose other than serving a Unit or the Common Elements.

3. **Definitions.** For purposes of this Section, the terms used herein are defined as follows:

a. A "disabled vehicle" shall mean any vehicle which either is not in current operating condition or does not have a current operating license.

b. A "stored vehicle" shall mean any vehicle which remains parked in the same spot for fourteen (14) consecutive days or which is put on blocks or covered with a tarpaulin and remains on blocks or covered with a tarpaulin for more than forty-eight (48) hours without the prior written consent of the Board of Directors.

c. A "passenger automobile" shall include a van designed and used primarily as a passenger vehicle.

4. Procedure. If any vehicle is parked on the Common Elements in violation of this Section, a notice shall be placed on the vehicle specifying the nature of the violation, stating that after two (2) days the vehicle may be towed, and designating the name and telephone number of the person who will do the towing and the name and telephone number of a person to contact regarding the alleged violation. If a vehicle is parked in a fire lane or is blocking another vehicle, no notice shall be required and the vehicle may be towed immediately. If two (2) days after such notice is placed on the vehicle the violation continues or again occurs, the vehicle may be towed in accordance with the notice, without further notice to the owner or user of the vehicle. Any fee or expense incurred for towing and storage of any vehicle shall be paid by the owner or user of the vehicle.

5. Alternative Procedure. Notwithstanding anything to the contrary herein, the Board of Directors may elect to use the procedure set forth in Article VIII, Section 2, of the By-Laws to impose a fine or other available sanction, rather than exercise its authority to tow, as set forth herein.

6. Liability. If a vehicle is towed in accordance with this Section, neither the Association nor any officer or agent of the Association shall be liable to any person for any claim of damage as a result of the towing activity.

H. Rules and Regulations. The initial Rules and Regulations are as set forth in the By-Laws of the Association, which are annexed hereto as Exhibit E.

IN WITNESS WHEREOF, the Developer has executed this Declaration of Condominium this 11 day of MARCH, 1988.

In the presence of:

[Signature]
Judith A. Holmes

By:

HARMONY ISLAND DEVELOPMENT
CORPORATION
[Signature]
RICHARD G. SCHAUB, JR.,
President

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 11 day of MARCH, 1988, by Richard G. Schaub, Jr., as President of HARMONY ISLAND DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation.

[Signature]
NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 4, 1988

For good and valuable consideration, the receipt whereof is hereby acknowledged, HARMONY ISLAND CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and exhibits attached hereto.

IN WITNESS WHEREOF, the above-named Condominium Association, a Florida corporation not-for-profit, has caused these presents to be signed in its name by the President, this 11 day of MARCH, 1988

In the presence of:

HARMONY ISLAND CONDOMINIUM
ASSOCIATION, INC.

By:

Elizabeth C. Pinto
President

[CORPORATE SEAL]

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

The foregoing instrument was acknowledged before me this 11 day of MARCH, 1988 by Elizabeth C. Pinto, as President of HARMONY ISLAND CONDOMINIUM ASSOCIATION, INC., a Florida corporation, on behalf of the corporation.

Barbara J. Yurica
NOTARY PUBLIC

[NOTARIAL SEAL]

My Commission Expires:

1546g -- 03/10/88

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 4, 1988

CONSENT OF MORTGAGEE

WHEREAS, CITY FEDERAL SAVINGS BANK, a stock federal savings bank chartered under the laws of the United States of America ("Mortgagee") is the owner and holder of that certain mortgage executed upon lands in Indian River County, Florida, executed by HARMONY ISLAND DEVELOPMENT CORPORATION, a Florida corporation ("Mortgagor") on December 17, 1986 and recorded in Official Record Book 755, Page 537, Public Records of Indian River County, Florida, as subsequently modified and amended (the "Mortgage"); and the Mortgage is a lien upon those certain tracts of land more fully described in the Mortgage (the "Mortgaged Property"); and

WHEREAS, Mortgagor is submitting the Mortgaged Property (or certain portions thereof) to the condominium form of ownership pursuant to the Condominium Act of the State of Florida, Florida Statutes Chapter 718 (the "Condominium Act") and in accordance with the terms of the Declaration of Condominium for Harmony Island, a Condominium (the "Condominium") to which this Consent is attached (the "Declaration").

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Declaration. This Consent is given pursuant to and in order to comply with the terms and provisions of the Condominium Act of the State of Florida as contained in Chapter 718 of the Florida Statutes, and for the purpose of agreeing that the lien of the Mortgage, with respect only to that portion of the Mortgaged Property submitted to the Declaration of Condominium, shall be upon the following described property in Indian River County, Florida:

All of the condominium units of HARMONY ISLAND, a CONDOMINIUM, according to the Declaration of Condominium thereof, TOGETHER WITH all interests, rights, and appurtenances thereto, including an undivided percentage interest in the common elements of the Condominium as provided in the Declaration.

It being specifically understood that the Mortgage shall continue to be a lien upon all of the Mortgaged Property not submitted to the Declaration, as well as upon all of the condominium units of the Condominium.

2. By hereby consenting to the provisions of the Declaration, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declaration or the Condominium Act or of any owner of a Condominium unit.

3. Nothing contained in this Consent is intended to affect, modify or impair the lien of the Mortgage on any portion of the Mortgaged Property, other than the portion of the Mortgaged Property submitted to the Declaration.

4. All of the terms and conditions of the Mortgage not expressly modified hereby shall remain in full force and effect.

5. Nothing contained in this Consent is intended to affect, modify or impair the priority of the lien of the Mortgage on the Condominium units.

IN WITNESS WHEREOF, Mortgagee has executed this
Consent this 6th day of April, 1988.

Signed, Sealed and Delivered
in the presence of:

CITY FEDERAL SAVINGS BANK, a
stock federal savings bank
chartered under the laws of
the United States of America

Valued & Cyphers
T. H. A.

By: C. L. Kuzmirek
Its: Vice President

(CORPORATE SEAL)



STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me
this 6th day of April, 1988, by C. L. Kuzmirek,
the Vice President of CITY FEDERAL SAVINGS BANK, a stock
federal savings bank chartered under the laws of the United
States of America, on behalf of the savings bank.

Valued & Cyphers
Notary Public

(Notarial Seal)

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 04/25/1990
SIGNED AND STAMPED IN 1988

CERTIFICATE OF SURVEYOR
HARMONY ISLAND CLUSTER IX BUILDING "F", A CONDOMINIUM

I, Stuart A. Houston, certify as follows:

1. That I am a land surveyor, duly authorized to practice in the State of Florida, having certificate of registration number 4490.

2. That this certificate is made as to HARMONY ISLAND, ~~GRAND HARBOR~~, a Condominium, located in Indian River County, Florida, and in compliance with Chapter 718, Florida Statutes.

3. That all planned improvements to the following units at Harmony Island Cluster IX, Building "F".

F/11	F/21	F/35
F/12	F/22	F/36
F/13	F/23	F/37
F/14	F/24	
F/15	F/25	
F/16	F/26	
F/17	F/27	

Including, but not limited to landscaping, utility services and access to such units, and common element facilities serving the buildings in which such units are located, have been substantially completed, so that with the survey of the land as set forth in Exhibit "A" attached hereto, together with the Plot Plan as set forth in Exhibit "A" attached hereto, showing the Condominium units and common elements, together with the wording of the foregoing ~~Declaration~~ Declaration, there can be determined therefrom the identification, location and dimensions of each unit, the common elements and limited common elements, and that the aforementioned material is an accurate representation of the location and dimensions of such improvements.

Stuart A. Houston April 6, 1988

Sworn to and subscribed before me this 6 day of APRIL, 1988.

Shirley F. Bunch
Notary Public, State of Florida
at Large

(SEAL)

My Commission Expires 11/1/91

CERTIFICATE OF SURVEYOR
HARMONY ISLAND CLUSTER VIII BUILDINGS "G" & "H", A CONDOMINIUM

I, Stuart A. Houston, certify as follows:

1. That I am a land surveyor, duly authorized to practice in the State of Florida, having certificate of registration number 4490.
2. That this certificate is made as to HARMONY ISLAND, ~~FRANK HARRIS~~ a Condominium, located in Indian River County, Florida, and in compliance with Chapter 718, Florida Statutes.
3. That all planned improvements to the following units at Harmony Island Cluster VIII, Buildings "G" and "H".

G/11	G/23	H/11	H/23
G/12	G/24	H/12	H/24
G/13	G/24	H/13	H/31
G/14	G/33	H/14	H/32
G/21	G/34	H/21	H/33
G/22		H/22	

Including, but not limited to landscaping, utility services and access to such units, and common element facilities serving the buildings in which such units are located, have been substantially completed, so that with the survey of the land as set forth in Exhibit "A" attached hereto, together with the Plot Plan as set forth in Exhibit "A" attached hereto, showing the Condominium units and common elements, together with the wording of the foregoing ~~Declaration~~ to Declaration, there can be determined therefrom the identification, location and dimensions of each unit, the common elements and limited common elements, and that the aforementioned material is an accurate representation of the location and dimensions of such improvements.

Stuart A. Houston

Sworn to and subscribed before me this 13 day of APRIL, 1988.

David P. Bough
Notary Public, State of Florida
at Large

(SEAL)

My Commission Expires 11/1/91

GRAND HARBOR
LEGAL DESCRIPTION
HARMONY ISLAND (POD "H")

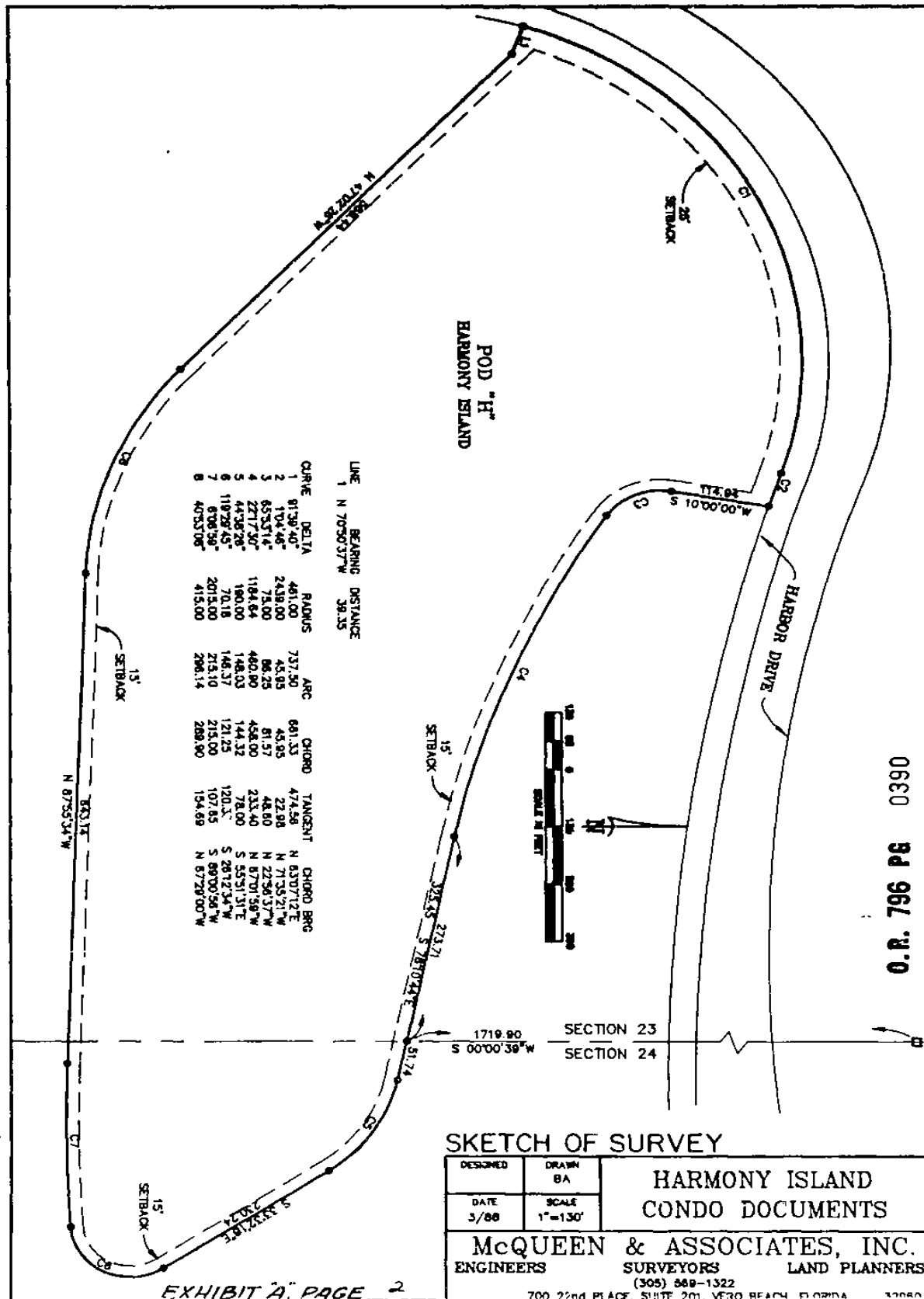
A PARCEL OF LAND LYING IN SECTIONS 23 & 24, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, AS RECORDED IN PLAT BOOK 12, PAGE 62, PUBLIC RECORDS OF INDIAN RIVER COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE NORTHEAST CORNER OF SECTION 23, TOWNSHIP 32 SOUTH, RANGE 39 EAST, INDIAN RIVER COUNTY, FLORIDA, THENCE RUN SOUTH 00° 00' 00" WEST ALONG THE EAST LINE OF THE AFORESAID SECTION 23 AND THE WEST LINE OF THE AFORESAID SECTION 24 A DISTANCE OF 1719.90 FEET TO THE POINT OF BEGINNING. THENCE FROM THE POINT OF BEGINNING RUN SOUTH 78° 10' 44" EAST A DISTANCE OF 51.74 FEET; THENCE RUN ON A CURVE TO THE SOUTHEAST HAVING A RADIUS OF 190.00 FEET WITH A CENTRAL ANGLE OF 44° 38' 26" AND RUN AN ARC DISTANCE OF 148.03 FEET; THENCE RUN SOUTH 33° 32' 18" EAST A DISTANCE OF 230.24 FEET; THENCE ON A CURVE TO THE SOUTHWEST HAVING A RADIUS OF 70.18 FEET WITH A CENTRAL ANGLE OF 119° 29' 45" AND RUN AN ARC DISTANCE OF 146.37 FEET; THENCE ON A CURVE TO THE WEST HAVING A RADIUS OF 2015.00 FEET WITH A CENTRAL ANGLE OF 06° 06' 59" AND RUN AN ARC DISTANCE OF 215.10 FEET; THENCE RUN NORTH 87° 55' 34" WEST A DISTANCE OF 643.14 FEET; THENCE RUN ON A CURVE TO THE RIGHT HAVING A RADIUS OF 415.00 WITH A CENTRAL ANGLE OF 40° 53' 08" AND RUN AN ARC DISTANCE OF 296.14 FEET; THENCE RUN NORTH 47° 02' 26" WEST A DISTANCE OF 568.44 FEET; THENCE RUN NORTH 70° 50' 37" WEST A DISTANCE OF 39.35 FEET; TO INTERSECT WITH THE SOUTH RIGHT-OF-WAY LINE OF HARBOR DRIVE. THENCE ON A CURVE ALONG THE SOUTH RIGHT-OF-WAY LINE OF HARBOR DRIVE HAVING A CHORD BEARING OF NORTH 63° 07' 12" EAST HAVING A RADIUS OF 461.00 FEET WITH A CENTRAL ANGLE OF 91° 39' 40" AND RUN AN ARC DISTANCE OF 737.50 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 2439.00 FEET WITH A CENTRAL ANGLE OF 01° 04' 46" AND RUN AN ARC DISTANCE OF 45.95 FEET; THENCE RUN SOUTH 10° 00' 00" WEST AND LEAVING THE SOUTH RIGHT-OF-WAY LINE OF HARBOR DRIVE RUN A DISTANCE OF 114.94 FEET; THENCE ON A CURVE TO THE LEFT HAVING A RADIUS OF 75.00 FEET WITH A CENTRAL ANGLE OF 65° 53' 14" AND RUN AN ARC DISTANCE OF 86.25 FEET; THENCE RUN ON A CURVE TO THE LEFT HAVING A RADIUS OF 1184.64 FEET WITH A CENTRAL ANGLE OF 22° 17' 30" AND RUN AN ARC DISTANCE OF 460.90 FEET; THENCE RUN SOUTH 78° 10' 44" EAST A DISTANCE OF 273.71 FEET TO THE POINT OF BEGINNING.

O.R. 796 PG 0389

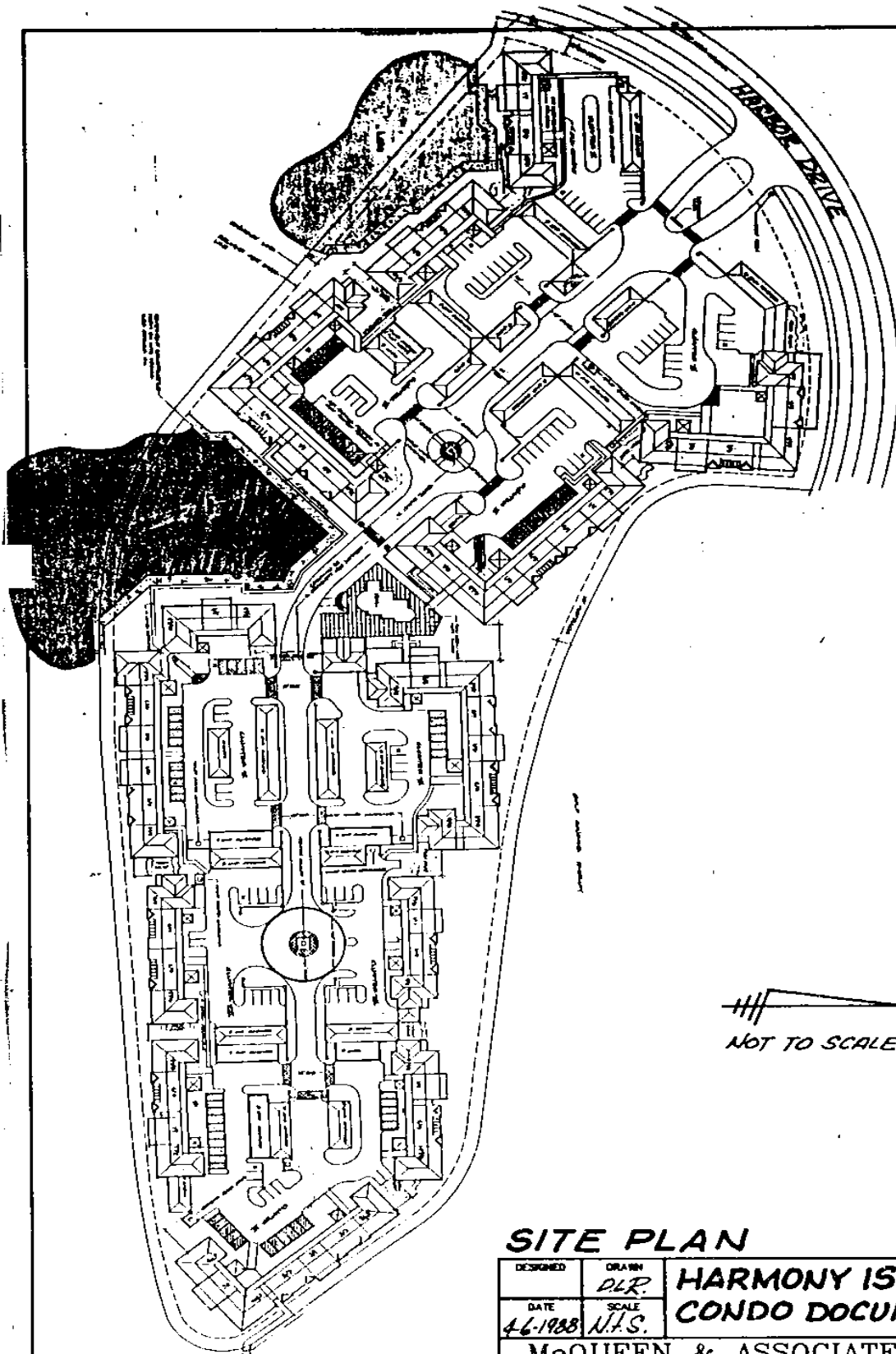
LEGAL DESCRIPTION

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS
DATE 3/30/98	SCALE N/A	
McQUEEN & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS (305) 569-1322 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960		

EXHIBIT "A", PAGE 1



O.R. 796 PG 0390



NOT TO SCALE

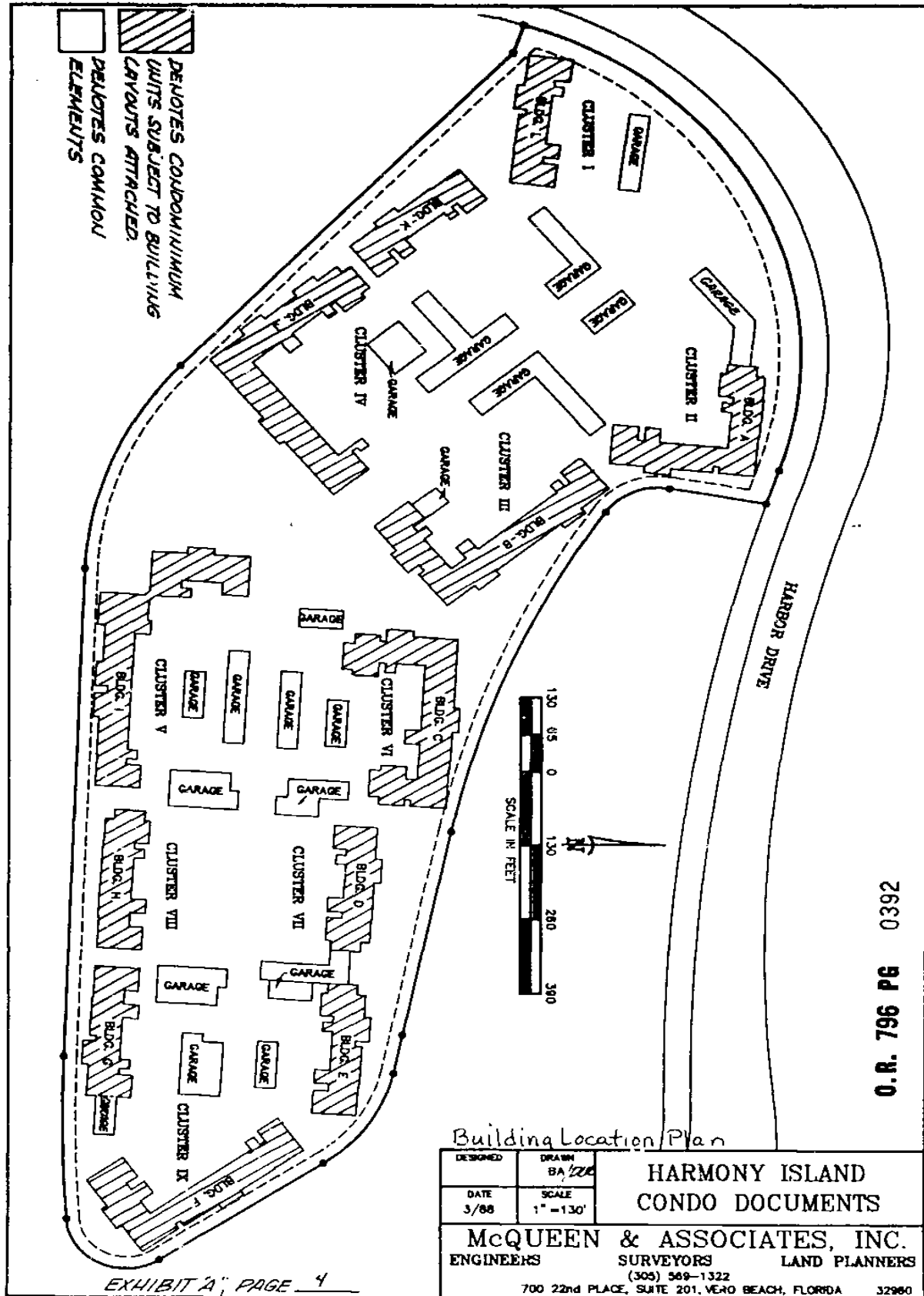
O.R. 796 PG 0391

SITE PLAN

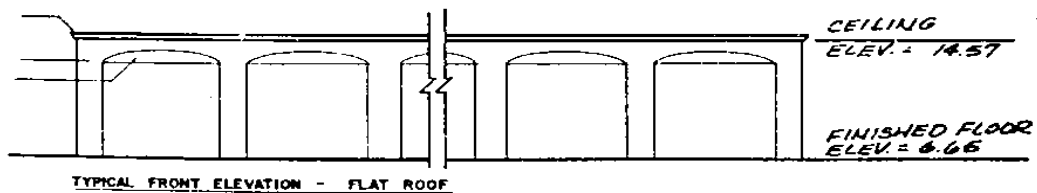
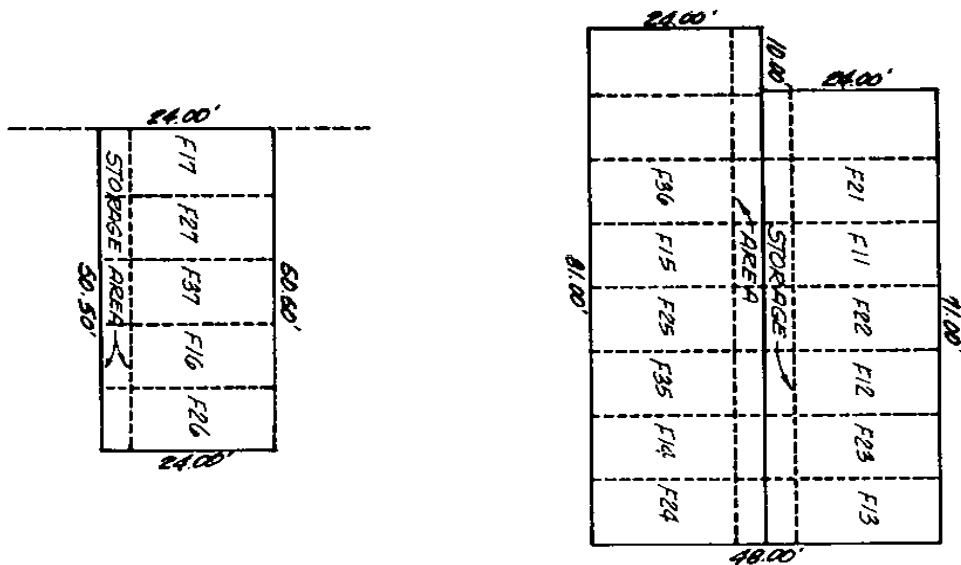
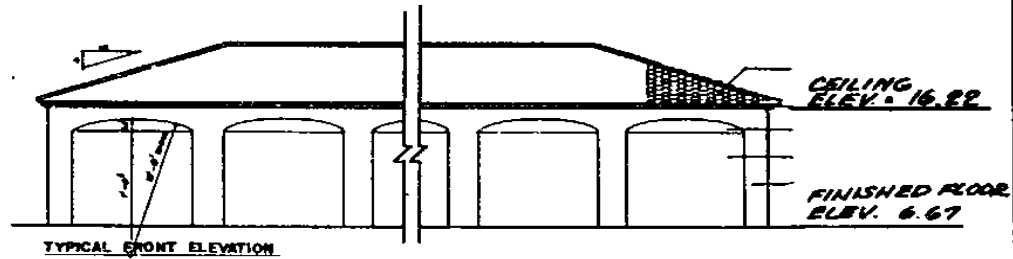
DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS
DATE	SCALE	
4-6-1988	N.T.S.	

McQUEEN & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS

(305) 569-1322
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960



O.R. 796 PG 0392



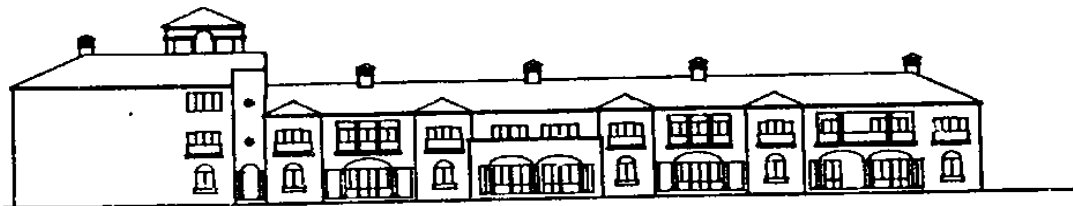
O.R. 796 PG 0395

BUILDING #F GARAGE LAYOUT

All garages and parking spaces are common elements and may be assigned to particular units by the Board of Directors of the Association.

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
8-21-1980	1"=20'		
McQUEEN & ASSOCIATES, INC.			
ENGINEERS		SURVEYORS LAND PLANNERS	
(305) 569-1522			
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960			

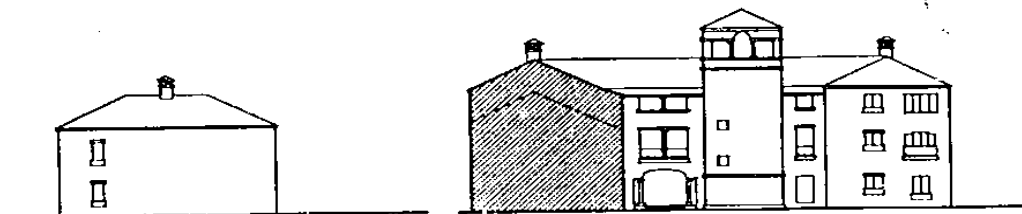
EXHIBIT "A", PAGE 7



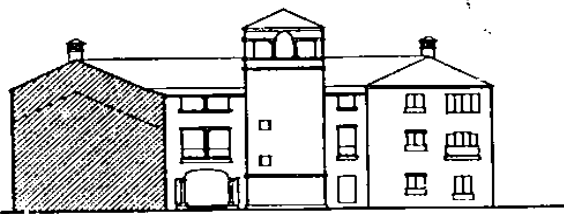
CLUSTER IX



CLUSTER IX



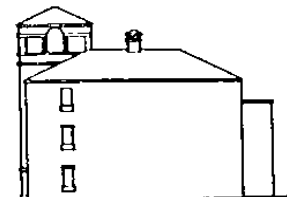
CLUSTER IX



CLUSTER IX



CLUSTER IX



CLUSTER IX

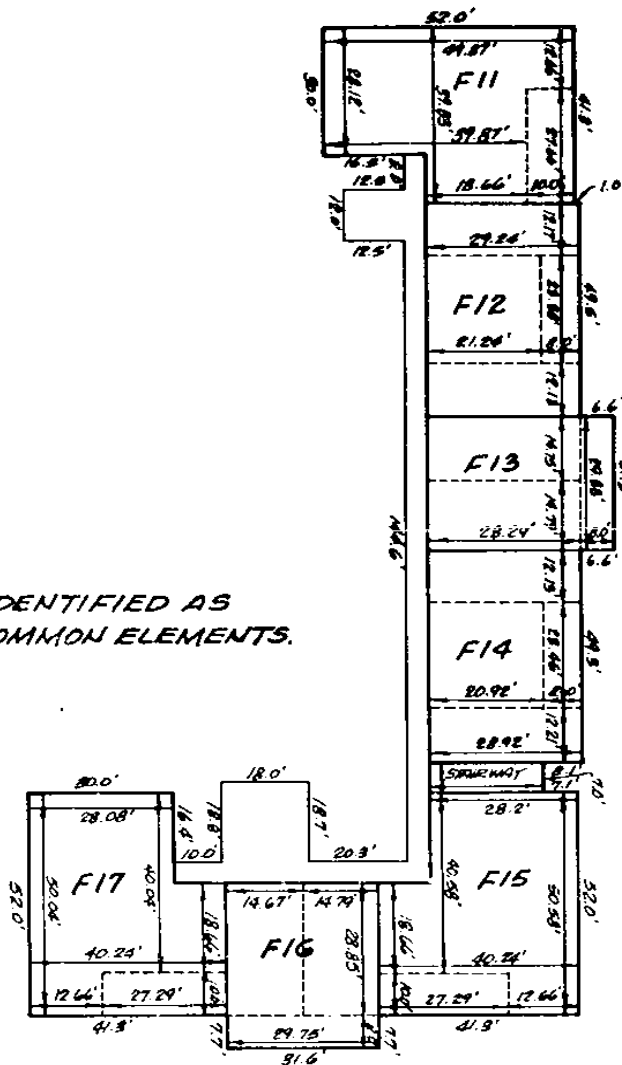
3RD FLOOR
ELEV. = 28.35'
2ND FLOOR
ELEV. = 18.21'
1ST FLOOR
ELEV. = 7.50

O.R. 796 PG 0396

ELEVATION PLANS Building F

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
3/30/88	N.T.S.	McQUEEN & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS (305) 569-1322 700 2204 PLAZA, SUITE 201, MIAMI BEACH, FL 33139	

AREAS NOT IDENTIFIED AS
UNITS ARE COMMON ELEMENTS.



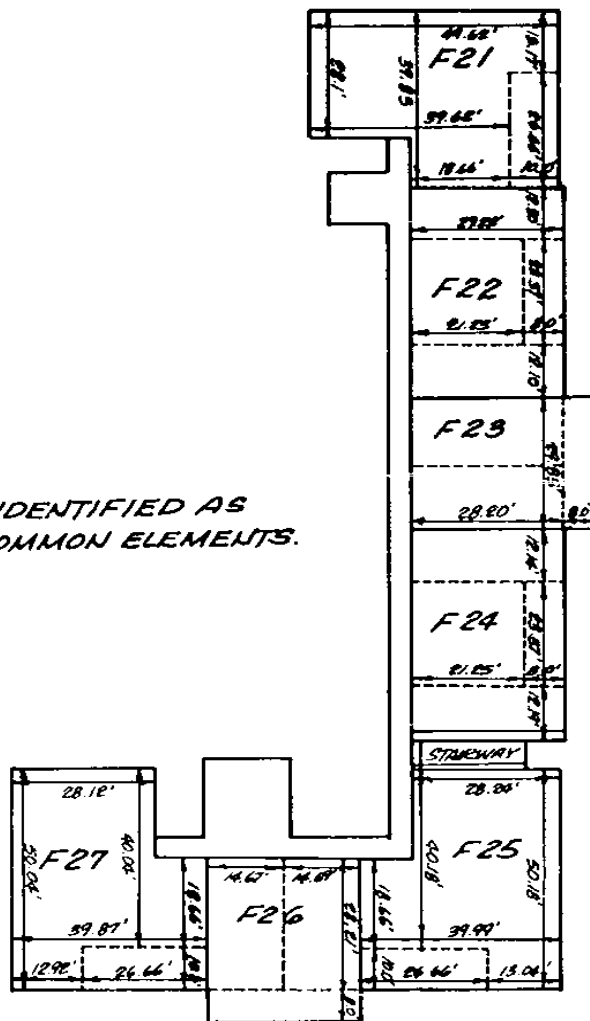
BUILDING F FIRST FLOOR LAYOUT

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
9-21-88	1" = 30'	McQUEEN & ASSOCIATES, INC.	
ENGINEERS		SURVEYORS	LAND PLANNERS
		(305) 569-1322	
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA		32960	

EXHIBIT "A" PAGE 9

O.R. 796 PG 0397

AREAS NOT IDENTIFIED AS
UNITS ARE COMMON ELEMENTS.



BUILDING F SECOND FLOOR LAYOUT

DESIGNED	DRAWN <i>DX ROME</i>	HARMONY ISLAND CONDO DOCUMENTS
DATE <i>8-31-1988</i>	SCALE <i>1"=30'</i>	
McQUEEN & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS (305) 569-1322 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960		

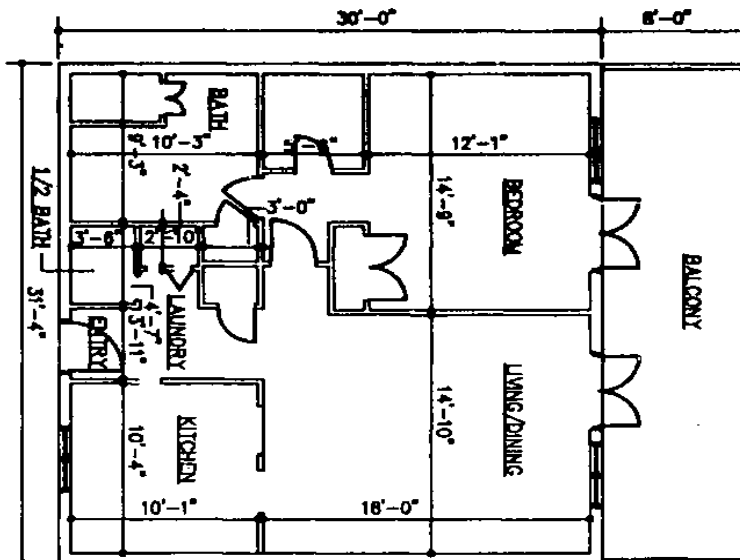
EXHIBIT "A", PAGE 10

O.R. 796 PG 0398

EXHIBIT "A", PAGE 11

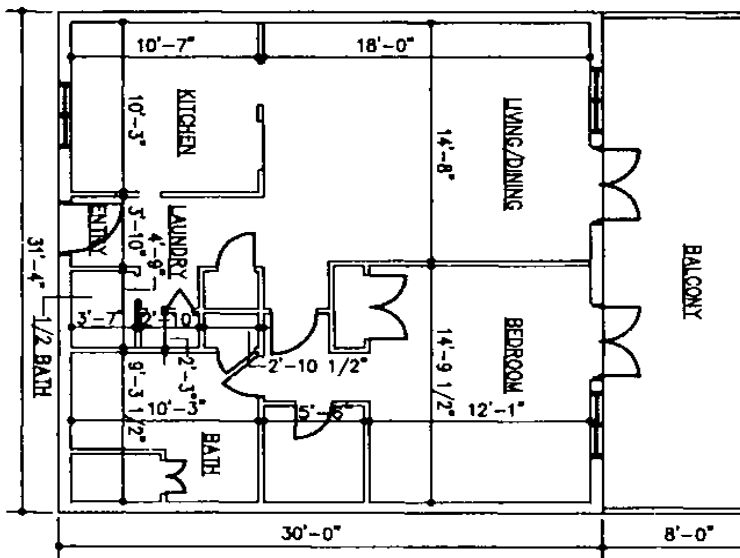
1 BEDROOM UNIT FLOOR PLAN
1/8"-1'-0"

BUILDING NO. F
UNIT NO. 13, 23



1 BEDROOM UNIT FLOOR PLAN
1/8"-1'-0"

BUILDING NO. F
UNIT NO. 16, 26, 36

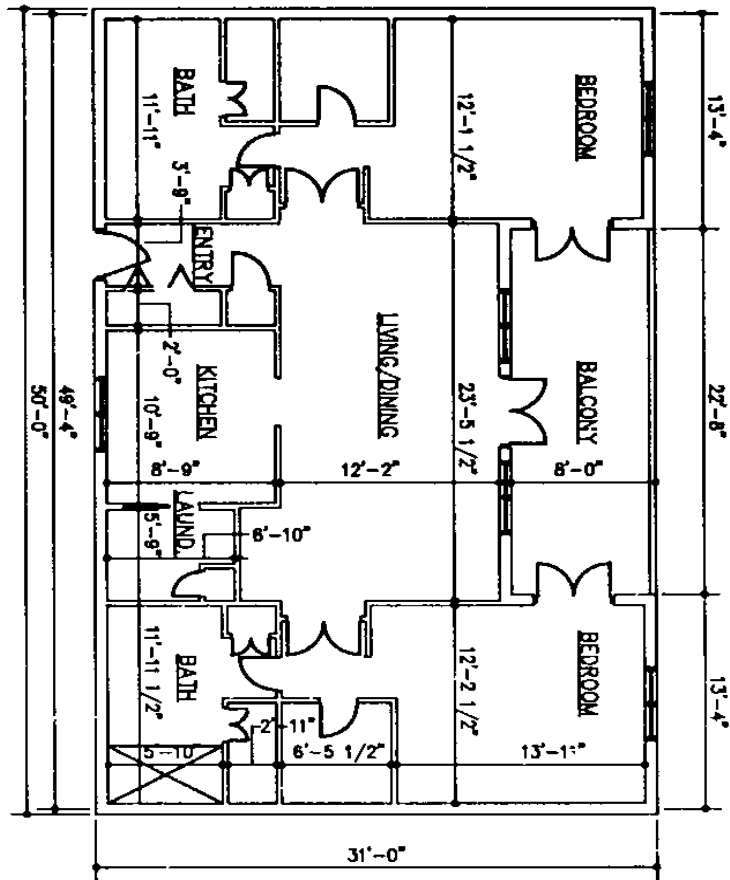


O.R. 796 PG 0400

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
4-6-1988	As Shown	McQUEEN & ASSOCIATES, INC.	
ENGINEERS		SURVEYORS LAND PLANNERS	
		(305) 569-1322	
		700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA	
		32960	

EXHIBIT "A", PAGE 12

O.R. 796 PG 0401



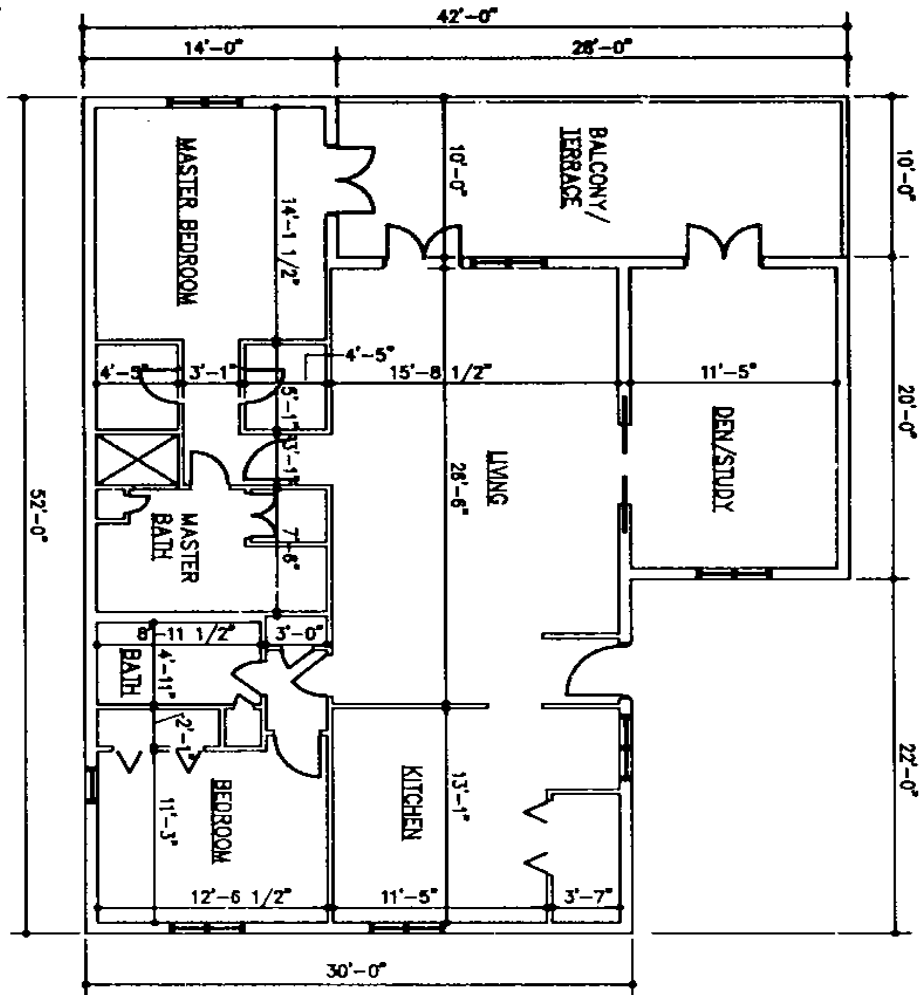
2 BEDROOM UNIT FLOOR PLAN
1/8"=1'-0"

BUILDING NO. F
UNIT NO. 14, 24

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
4-6-1988	As Shown		
McQUEEN & ASSOCIATES, INC.			
ENGINEERS		SURVEYORS LAND PLANNERS	
(305) 568-1322			
700 22ND PLACE, SUITE 201, VERO BEACH, FLORIDA 32960			

2 PLUS BEDROOM UNIT FLOOR PLAN
1/8"=1'-0"

BUILDING NO. F
UNIT NO. 11, 15, 17, 21, 25



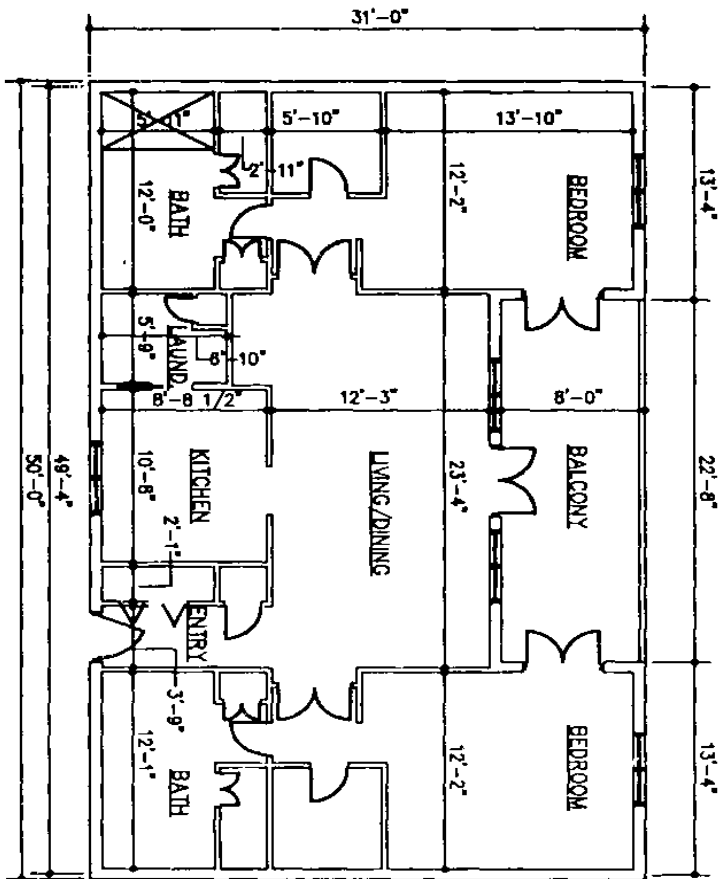
O.R. 796 PG 0402

DESIGNED	DRAWN <i>BB/DE</i>	HARMONY ISLAND CONDO DOCUMENTS
DATE <i>4-6-1988</i>	SCALE <i>As Shown</i>	
McQUEEN & ASSOCIATES, INC.		
ENGINEERS	SURVEYORS	LAND PLANNERS
(305) 588-1322		
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32980		

EXHIBIT "A", PAGE 14

2 BEDROOM UNIT FLOOR PLAN
1/8"=1'-0"

BUILDING NO. F
UNIT NO. 12.22



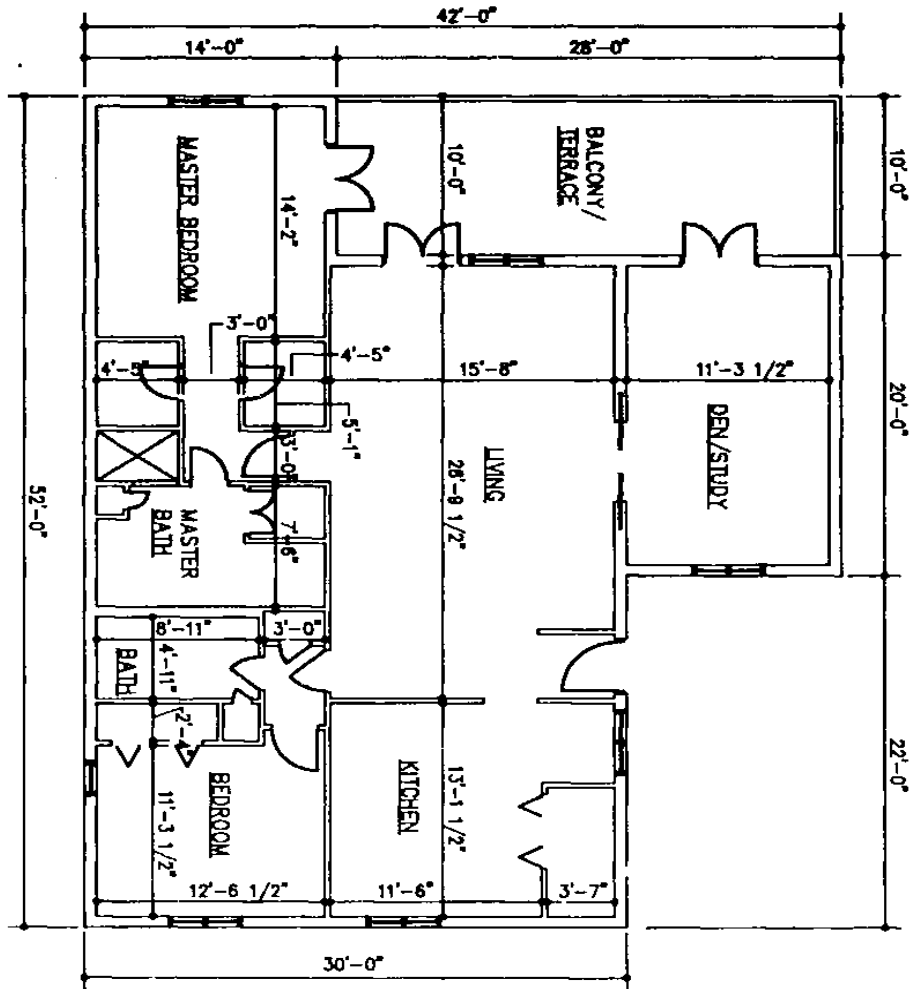
O.R. 796 PG 0403

DESIGNED	DRAWN <i>BA/DLE</i>	HARMONY ISLAND CONDO DOCUMENTS	
DATE <i>4-6-88</i>	SCALE <i>As Shown</i>		
McQUEEN & ASSOCIATES, INC.			
ENGINEERS		SURVEYORS LAND PLANNERS	
(305) 569-1322			
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960			

EXHIBIT "A," PAGE 15

2 PLUS BEDROOM UNIT FLOOR PLAN
1/8"=1'-0"

BUILDING NO. F
UNIT NO. 27, 35, 37



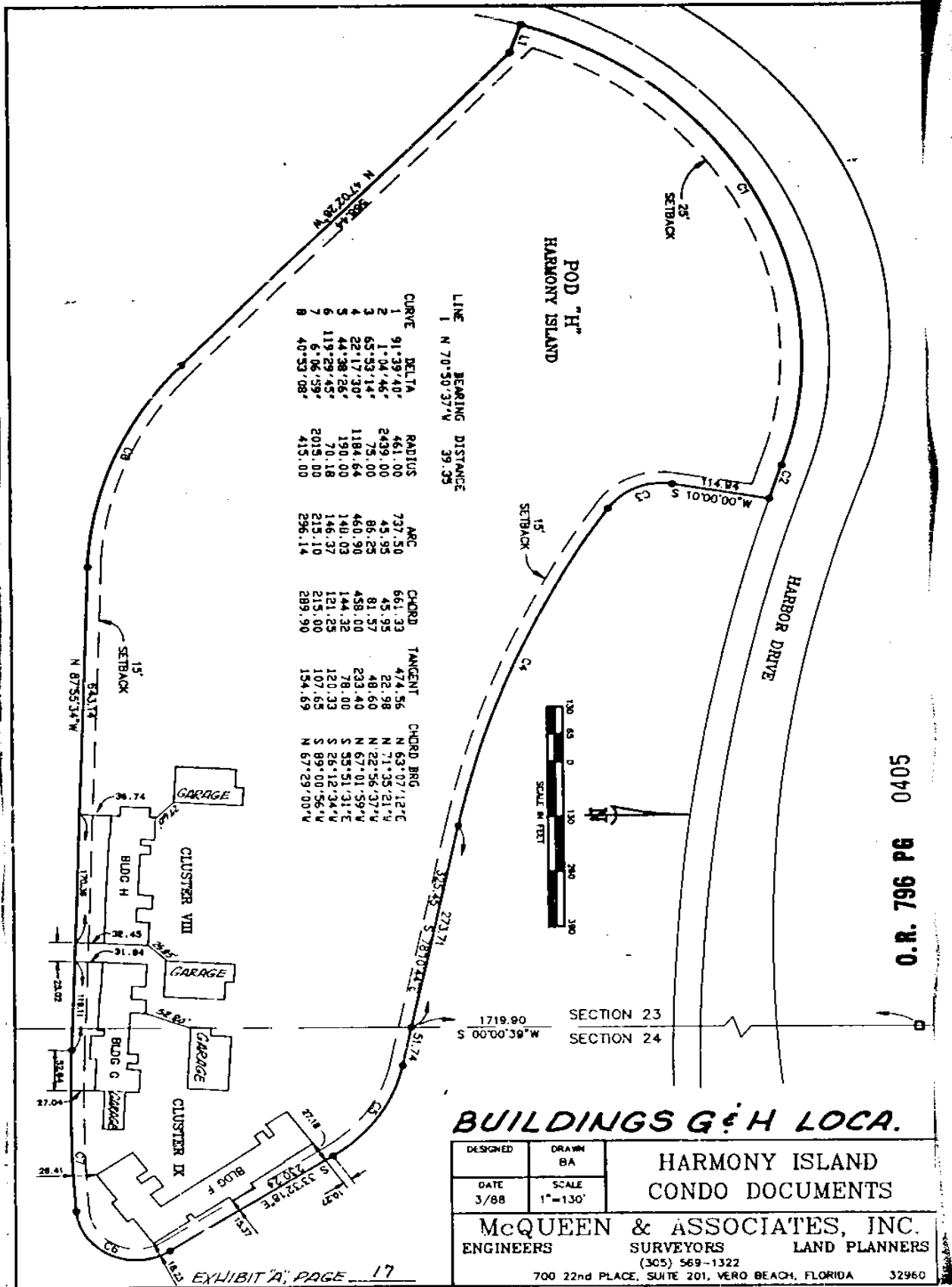
O.R. 796 PG 0404

DESIGNED	DRAWN
DATE	SCALE
4/6/1988	As Shown

HARMONY ISLAND
CONDO DOCUMENTS

McQUEEN & ASSOCIATES, INC.
ENGINEERS SURVEYORS LAND PLANNERS
(305) 589-1322
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960

EXHIBIT A, PAGE 16



O.R. 796 PG 0405

BUILDINGS G & H LOCA.

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	BA		
3/88	1"	McQUEEN & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS (305) 569-1322 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960	
	130'		

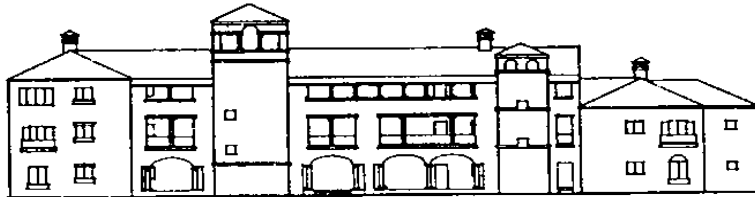


3rd FLOOR ELEV. = 28.77

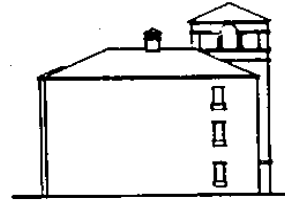
2nd FLOOR ELEV. = 18.67

1st FLOOR ELEV. = 8.03

CLUSTER VIII



CLUSTER VIII

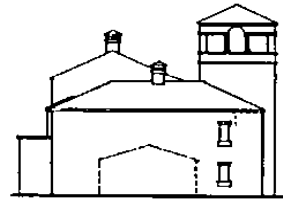


CLUSTER VIII

BUILDING "H" ELEVATION



CLUSTER VIII



CLUSTER VIII



3rd FLOOR ELEV. = 28.26

2nd FLOOR ELEV. = 18.18

1st FLOOR ELEV. = 7.52

CLUSTER VIII

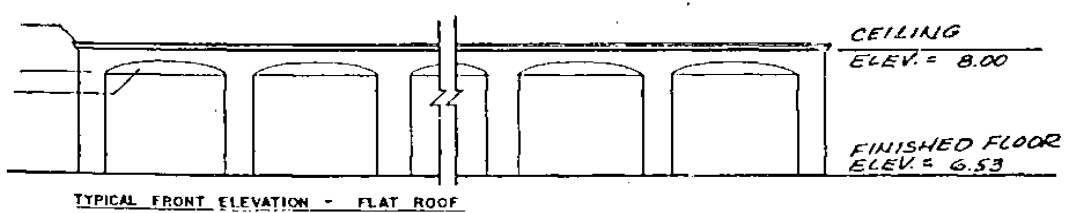
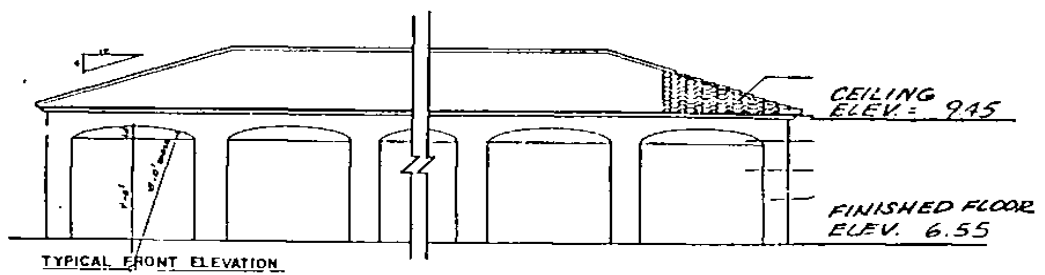
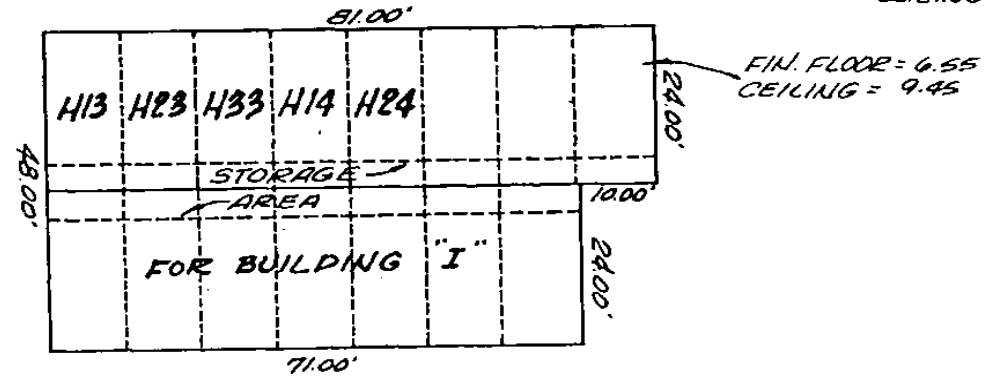
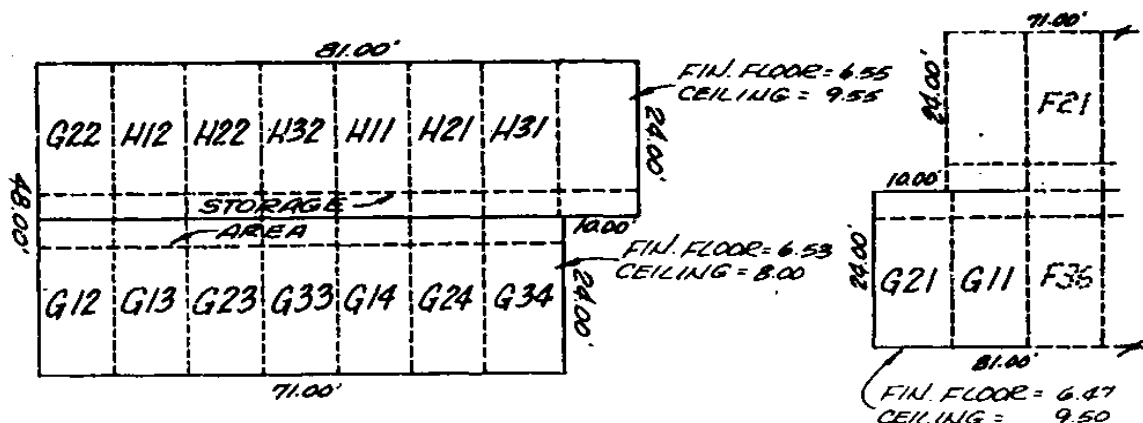
BUILDING "G" ELEVATION

NOTE: ELEVATION ARE PER N.G.V.D.

EXHIBIT "A", PAGE 17a

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
4-13-1988	N.T.S.	McQUEEN & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS (305) 569-1322 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960	

O.R. 796 PG 0406



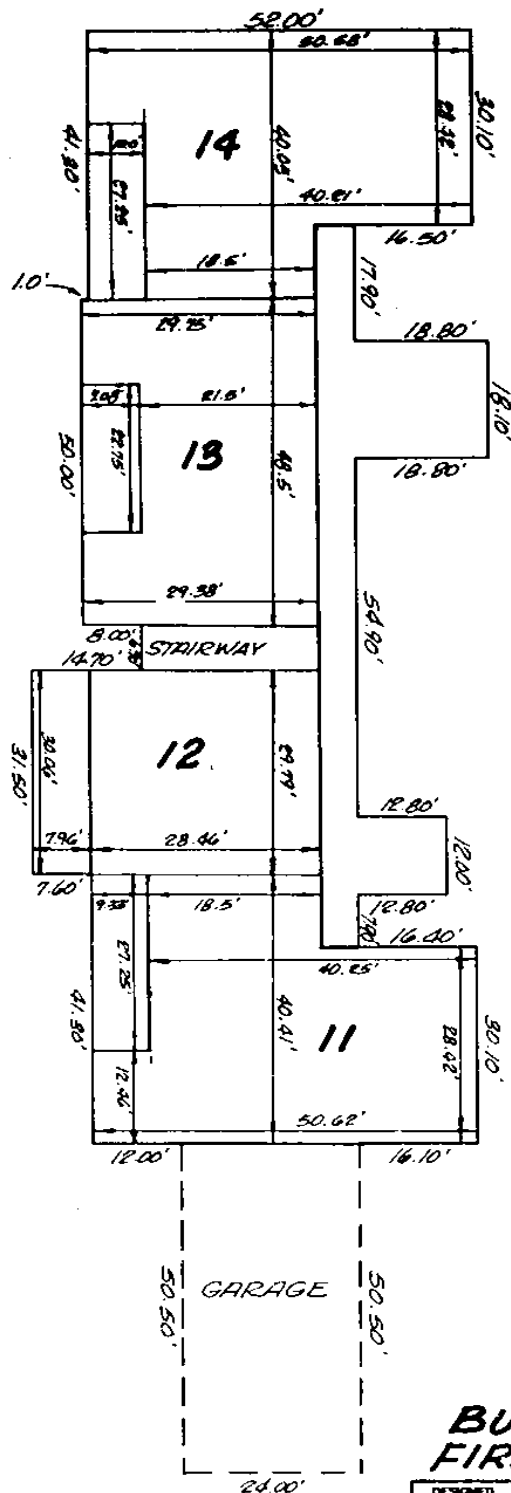
All garages and parking spaces are common elements and may be assigned to particular units by the Board of Directors of the Association.

BUILDINGS "G" & "H" **GARAGE LAYOUTS**

EXHIBIT "A", PAGE 19

DESIGNED	DRAWN DL ROBE	HARMONY ISLAND CONDO DOCUMENTS	
DATE 4-1988	SCALE 1"=20'		
McQUEEN & ASSOCIATES, INC. ENGINEERS		SURVEYORS LAND PLANNERS	
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960 (305) 569-1322			

O.R. 796 PG 0407



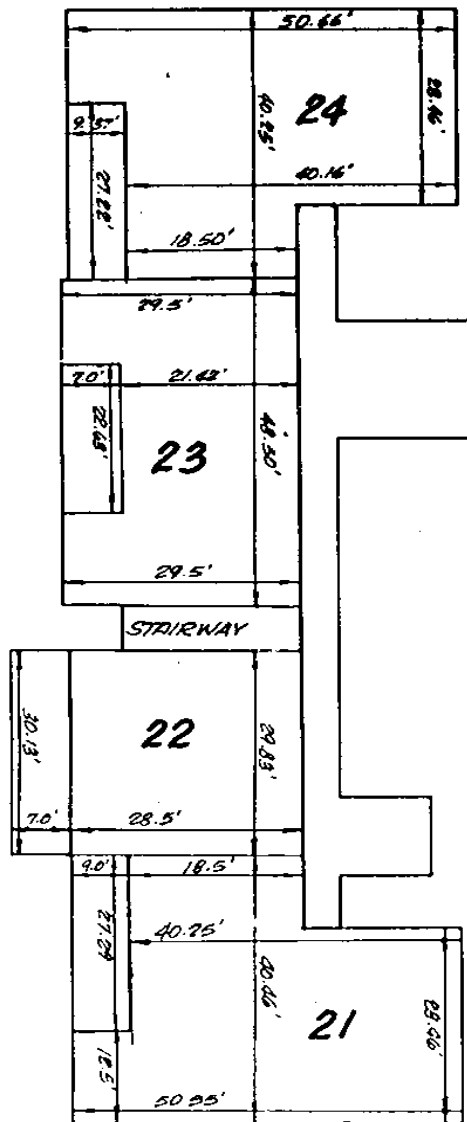
Areas not identified as units
are common elements.

EXHIBIT 'A', PAGE 19

BUILDING 'G' FIRST FLOOR LAYOUT

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
4-8-1988	1" = 20'	McQUEEN & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS (305) 589-1322 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960	

O.R. 796 PG 0408



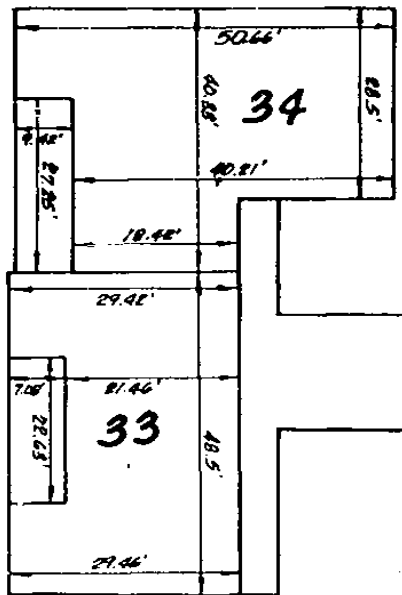
O.R. 796 PG 0409

BUILDING "G" **SECOND FLOOR LAYOUT**

Areas not identified as units are common elements.

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
18-1988	1"=20'	McQUEEN & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS (305) 569-1322 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960	

EXHIBIT "A", PAGE 20



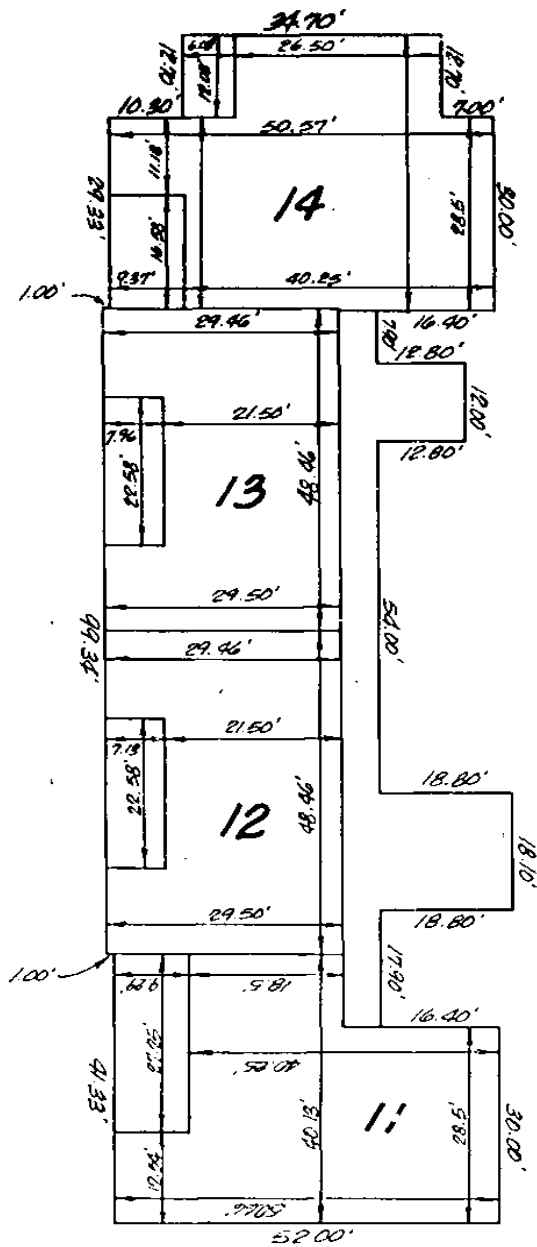
Areas not identified as units are common elements.

EXHIBIT "A", PAGE 21

BUILDING "G" THIRD FLOOR LAYOUT

DESIGNED	DRAWN <i>DP</i>	HARMONY ISLAND CONDO DOCUMENTS	
DATE 4-8-1988	SCALE 1"=20'	McQUEEN & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS (305) 569-1322	
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA		32960	

O.R. 796 PG 0410



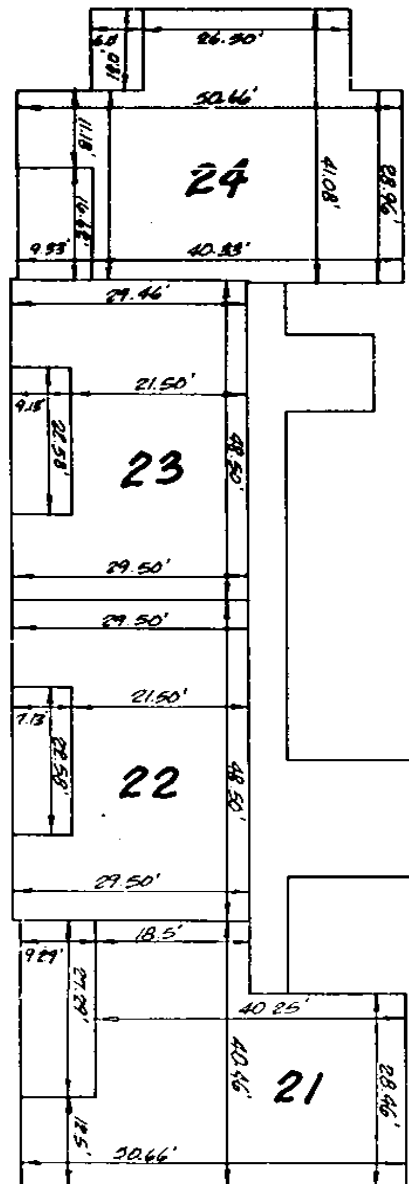
BUILDING "H" FIRST FLOOR LAYOUT

Areas not identified as units are common elements.

EXHIBIT "A", PAGE 22

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
4-8-1988	1" = 20'	McQUEEN & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS	
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA		32960	

O.R. 796 PG 0411



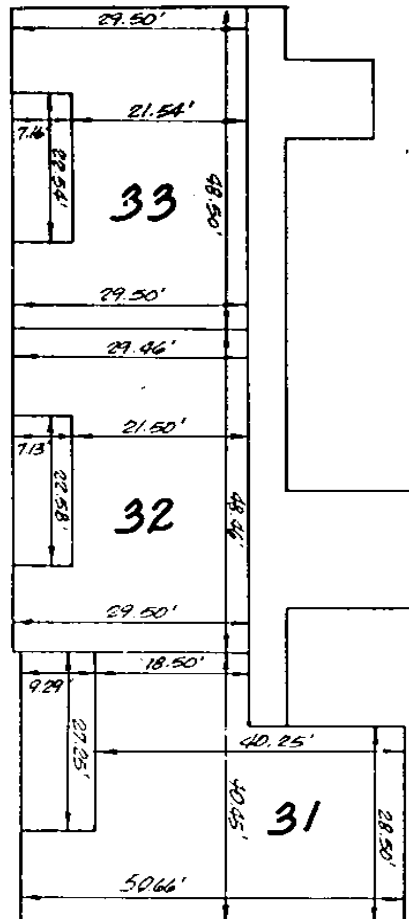
O.R. 796 PG 0412

BUILDING "H" SECOND FLOOR LAYOUT

Areas not identified as units are common elements.

EXHIBIT "A", PAGE 23

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
4-8-1988	1"=20'	McQUEEN & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS (305) 569-1322 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960	



O.R. 796 PG 0413

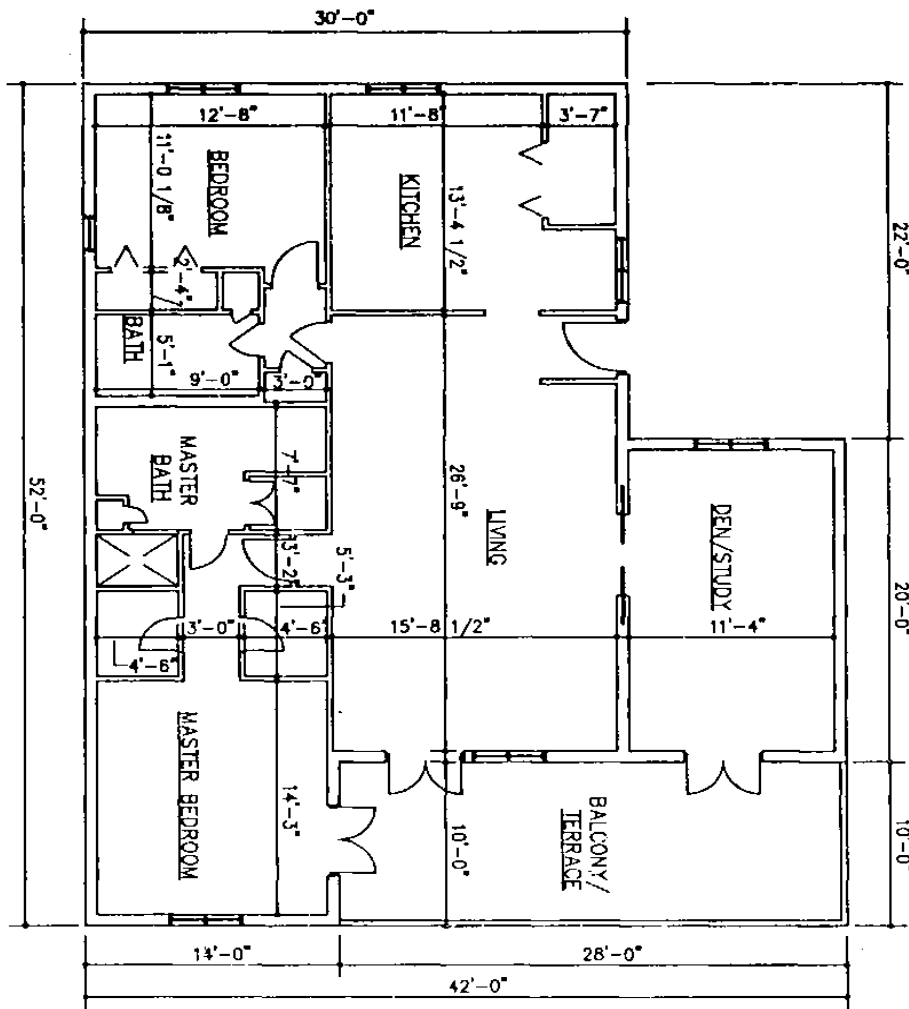
BUILDING "H" THIRD FLOOR LAYOUT

Areas not identified as units are common elements.

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
4-8-1988	1" = 20'	McQUEEN & ASSOCIATES, INC.	
ENGINEERS		SURVEYORS	LAND PLANNERS
(305) 589-1322			
700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960			

EXHIBIT "A", PAGE 24

2 PLUS BEDROOM UNIT FLOOR PLAN - R
 1/8"=1'-0"
 BUILDING "G"
 UNITS 14-24-34



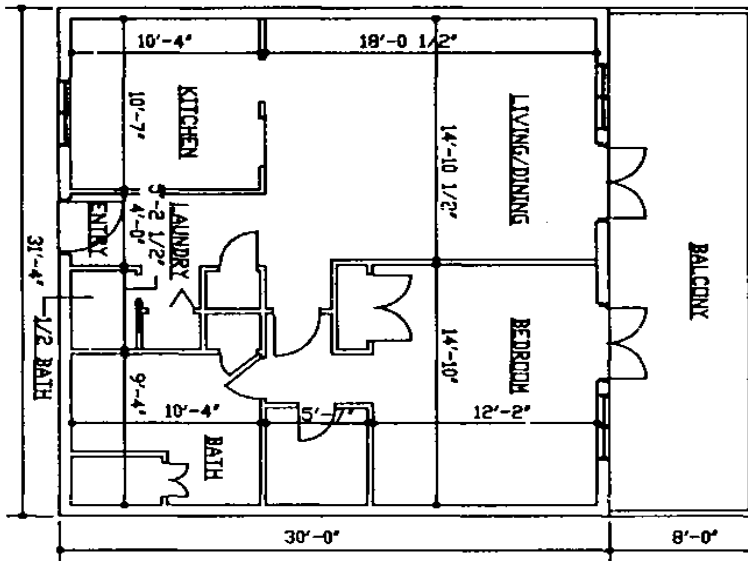
NOTE: DIMENSIONS SHOWN HEREON ARE FROM ARCHITECTURAL PLANS.

O.R. 796 PG 0414

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
4-8-1988	As Shown	McQUEEN & ASSOCIATES, INC.	
ENGINEERS		SURVEYORS LAND PLANNERS	
		(305) 569-1322	
		700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA	
		32960	

EXHIBIT "A", PAGE 25

1/8"=1'-0"
1 BEDROOM UNIT FLOOR PLAN
 BUILDING "G"
 UNITS 12-22

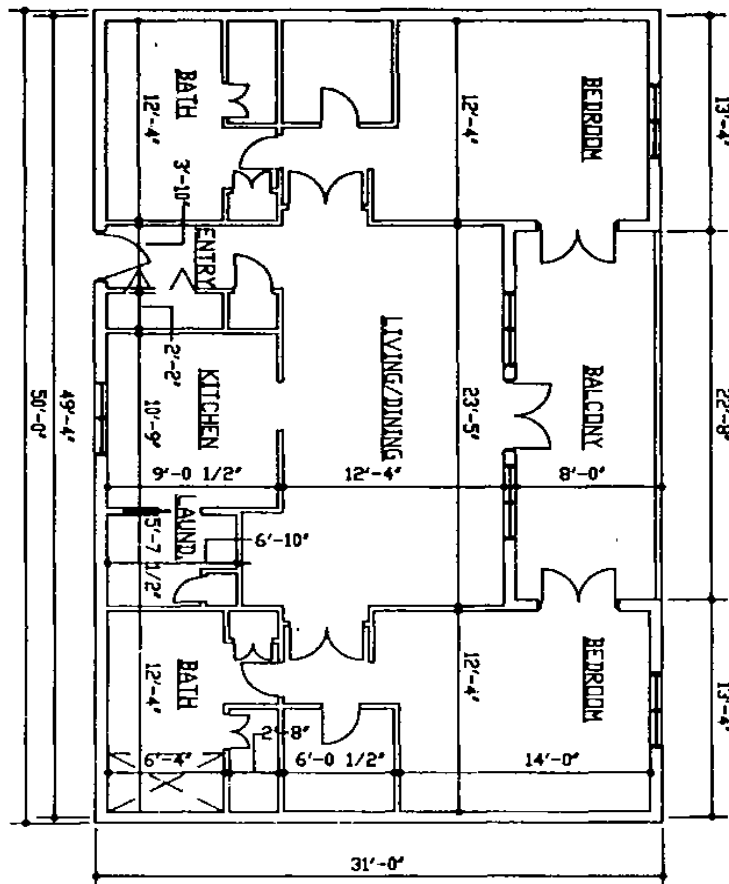


NOTE: DIMENSIONS SHOWN HEREON ARE FROM ARCHITECTURAL PLANS.

O.R. 796 PG 0416

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS
DATE	SCALE	
4-8-1988	As Shown	
McQUEEN & ASSOCIATES, INC.		
ENGINEERS	SURVEYORS	LAND PLANNERS
(305) 589-1322		

2 BEDROOM UNIT FLOOR PLAN
 1/8"-1'-0"
 BUILDING "G"
 UNITS 12-23-25
 BUILDING "H"
 UNITS 12-23-33

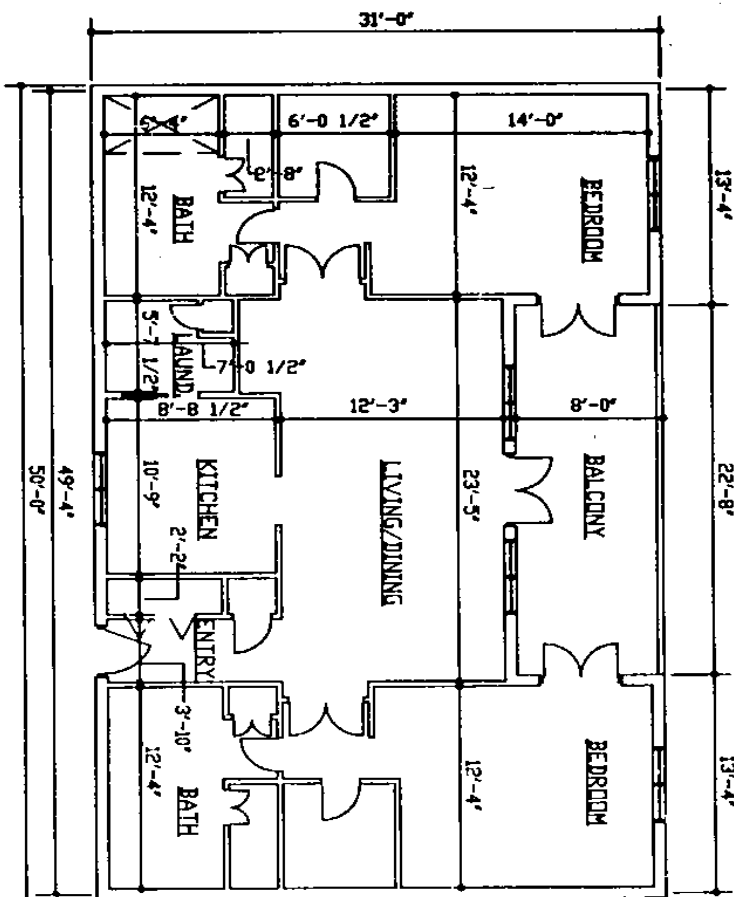


NOTE: DIMENSION SHOWN HEREON ARE
 FROM ARCHITECTURAL PLANS.

O.R. 796 PG 0417

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS
DATE	SCALE	
4-8-1988	As Shown	McQUEEN & ASSOCIATES, INC.
ENGINEERS		SURVEYORS
		LAND PLANNERS
		(305) 568-1322
		700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960

2 BEDROOM UNIT FLOOR PLAN R
 BUILDING "H"
 UNIT 12-22-92



NOTE: DIMENSIONS SHOWN HEREON ARE FROM ARCHITECTURAL PLANS.

O.R. 796 PG 0418

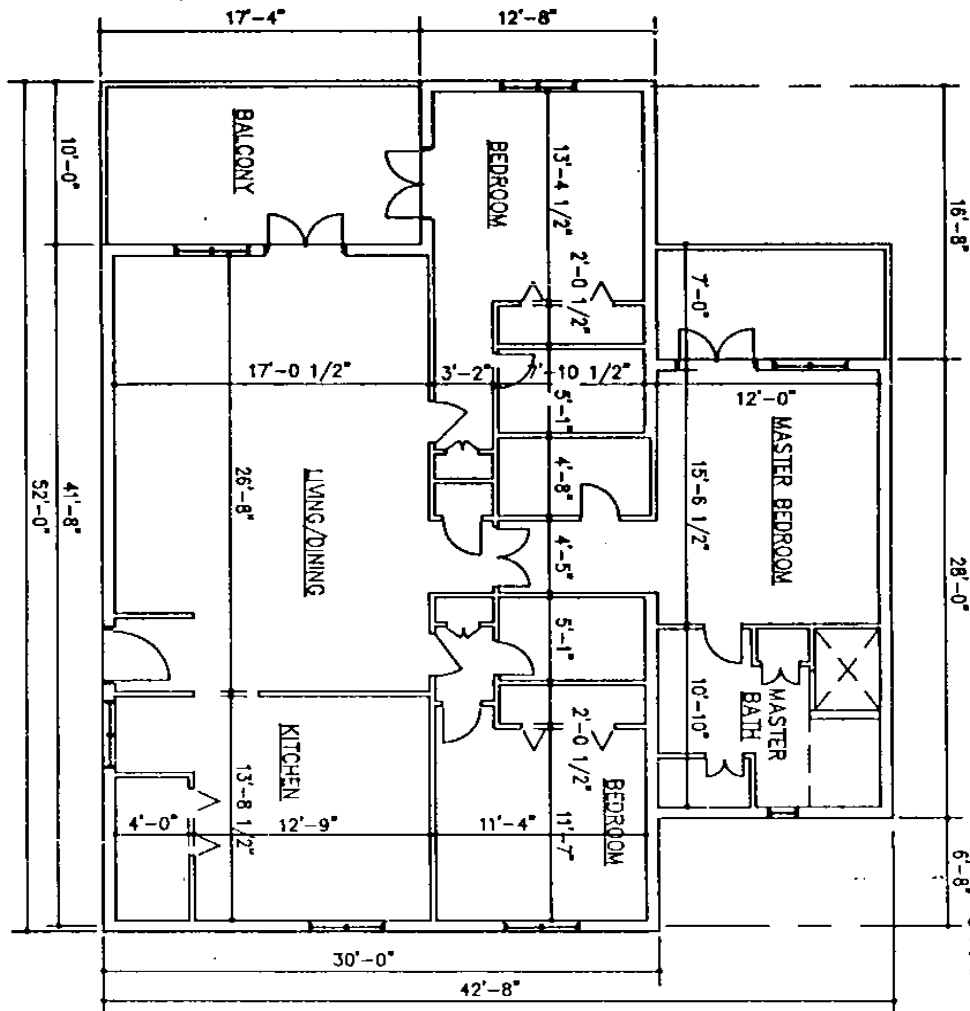
DESIGNED	DRAWN
DATE	SCALE
4-8-1988	As Shown

HARMONY ISLAND
 CONDO DOCUMENTS

McQUEEN & ASSOCIATES, INC.
 ENGINEERS SURVEYORS LAND PLANNERS

(305) 589-1322
 706 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32980

3 BEDROOM UNIT FLOOR PLAN - R
 1/8"=1'-0"
 BUILDING "H"
 UNITS 14-24



NOTE: DIMENSIONS SHOWN HEREON ARE FROM ARCHITECTURAL PLANS.

O.R. 796 PG 0419

DESIGNED	DRAWN	HARMONY ISLAND CONDO DOCUMENTS	
DATE	SCALE		
1-11-1988	As Shown	McQUEEN & ASSOCIATES, INC. ENGINEERS SURVEYORS LAND PLANNERS (305) 569-1322 700 22nd PLACE, SUITE 201, VERO BEACH, FLORIDA 32960	

EXHIBIT "A", PAGE 30

EXHIBIT "B"

HARMONY ISLAND
DISTRIBUTION OF COMMON ELEMENTS AND SHARES OF COMMON EXPENSES

COURT A					COURT B				
Unit No.	Bdrm.	Bth.	Fl.	Undivided Common Interest	Unit No.	Bdrm.	Bth.	Fl.	Undivided Common Interest
A-11	3	3	1	.701	B-11	2+Den	2	1	.644
A-21	3	3	2	.701	B-21	2+Den	2	2	.644
A-12	2	2	1	.532	B-12	1	1+	1	.377
A-22	2	2	2	.532	B-22	1	1+	2	.377
A-13	2+Den	2	1	.644	B-13	2	2	1	.532
A-23	2+Den	2	2	.644	B-23	2	2	2	.532
A-14	2	2	1	.532	B-14	2	2	1	.532
A-24	2	2	2	.532	B-24	2	2	2	.532
A-34	2	2	3	.532	B-34	2	2	3	.532
A-15	1	1+	1	.377	B-15	1	1+	1	.377
A-25	1	1+	2	.377	B-25	1	1+	2	.377
A-35	1	1+	3	.377	B-35	1	1+	3	.377
A-16	2+Den	2	1	.644	B-16	2+Den	2	1	.644
A-26	2+Den	2	2	.644	B-26	2+Den	2	2	.644
A-36	2+Den	2	3	.644	B-36	2+Den	2	3	.644
					B-17	1	1+	1	.377
					B-27	1	1+	2	.377
					B-37	1	1+	3	.377
					B-18	2+Den	2	1	.644
					B-28	2+Den	2	2	.644
					B-38	2+Den	2	3	.644
COURT C					COURT D				
Unit No.	Bdrm.	Bth.	Fl.	Undivided Common Interest	Unit No.	Bdrm.	Bth.	Fl.	Undivided Common Interest
C-11	3	3	1	.701	D-11	2+Den	2	1	.644
C-21	3	3	2	.701	D-21	2+Den	2	2	.644
C-12	1	1+	1	.377	D-31	2+Den	2	3	.644
C-22	1	1+	2	.377	D-12	1	1+	1	.377
C-13	2+Den	2	1	.644	D-22	1	1+	2	.377
C-23	2+Den	2	2	.644	D-32	1	1+	3	.377
C-14	2	2	1	.532	D-13	2	2	1	.532
C-24	2	2	2	.532	D-23	2	2	2	.532
C-15	1	1+	1	.377	D-33	2	2	3	.532
C-25	1	1+	2	.377	D-14	3	3	1	.701
C-35	1	1+	2	.377	D-24	3	3	2	.701
C-16	2	2	1	.532	D-34	3	3	3	.701
C-26	2	2	2	.532					
C-36	2	2	3	.532					
C-17	2+Den	2	1	.644					
C-27	2+Den	2	2	.644					
C-37	2+Den	2	3	.644					
C-18	3	3	1	.701					
C-28	3	3	2	.701					
C-38	3	3	3	.701					

COURT E				Undivided Common Interest
Unit No.	Bdrm.	Bth.	Fl.	
E-11	3	3	1	.701
E-21	3	3	2	.701
E-12	1	1+	1	.377
E-22	1	1+	2	.377
E-13	2	2	1	.532
E-23	2	2	2	.532
E-33	2	2	3	.532
E-14	2+Den	2	1	.644
E-24	2+Den	2	2	.644
E-34	2+Den	2	3	.644

COURT F				Undivided Common Interest
Unit No.	Bdrm.	Bth.	Fl.	
F-11	2+Den	2	1	.644
F-21	2+Den	2	2	.644
F-12	2	2	1	.532
F-22	2	2	2	.532
F-13	1	1+	1	.377
F-23	1	1+	2	.377
F-14	2	2	1	.532
F-24	2	2	2	.532
F-15	2+Den	2	1	.644
F-25	2+Den	2	2	.644
F-35	2+Den	2	3	.644
F-16	1	1+	1	.377
F-26	1	1+	2	.377
F-36	1	1+	3	.377
F-17	2+Den	2	1	.644
F-27	2+Den	2	2	.644
F-37	2+Den	2	3	.644

COURT G				Undivided Common Interest
Unit No.	Bdrm.	Bth.	Fl.	
G-11	2+Den	2	1	.644
G-21	2+Den	2	2	.644
G-12	1	1+	1	.377
G-22	1	1+	2	.377
G-13	2	2	1	.532
G-23	2	2	2	.532
G-33	2	2	3	.532
G-14	2+Den	2	1	.644
G-24	2+Den	2	2	.644
G-34	2+Den	2	3	.644

COURT H				Undivided Common Interest
Unit No.	Bdrm.	Bth.	Fl.	
H-11	2+Den	2	1	.644
H-21	2+Den	2	2	.644
H-31	2+Den	2	3	.644
H-12	2	2	1	.532
H-22	2	2	2	.532
H-32	2	2	3	.532
H-13	2	2	1	.532
H-23	2	2	2	.532
H-33	2	2	3	.532
H-14	3	3	1	.701
H-24	3	3	2	.701

COURT I				Undivided Common Interest	COURT J				Undivided Common Interest
Unit No.	Bdrm.	Bth.	Fl.		Unit No.	Bdrm.	Bth.	Fl.	
I-11	2+Den	2	1	.644	J-11	2+Den	2	1	.644
I-21	2+Den	2	2	.644	J-21	2+Den	2	2	.644
I-12	2	2	1	.532	J-12	2	2	1	.532
I-22	2	2	2	.532	J-22	2	2	2	.532
I-13	1	1+	1	.377	J-13	1	1+	1	.377
I-23	1	1+	2	.377	I-23	1	1+	2	.377
I-33	1	1+	3	.377	I-14	2	2	1	.532
I-14	1	1+	1	.377	J-24	2	2	2	.532
I-24	1	1+	2	.377	J-34	2	2	3	.532
I-34	1	1+	2	.377	J-15	2+Den	2	1	.644
I-15	2	2	1	.532	J-25	2+Den	2	2	.644
I-25	2	2	2	.532	J-35	2+Den	2	3	.644
I-35	2	2	3	.532	J-16	1	1+	1	.377
I-16	2+Den	2	1	.644	J-26	1	1+	2	.377
I-26	2+Den	2	2	.644	J-36	1	1+	3	.377
I-36	2+Den	2	3	.644	J-17	2	2	1	.532
I-17	2+Den	2	1	.644	J-27	2	2	2	.532
I-27	2+Den	2	2	.644	J-37	2	2	3	.532
I-37	2+Den	2	3	.644	J-18	1	1+	1	.377
I-18	1	1+	1	.377	J-28	1	1+	2	.377
I-28	1	1+	2	.377	J-19	3	3	1	.701
I-19	2+Den	2	1	.644	J-29	3	3	2	.701
I-29	2+Den	2	2	.644					

COURT K				Undivided Common Interest	COURT L				Undivided Common Interest
Unit No.	Bdrm.	Bth.	Fl.		Unit No.	Bdrm.	Bth.	Fl.	
K-11	2+Den	2	1	.644	L-11	2+Den	2	1	.644
K-21	2+Den	2	2	.644	L-21	2+Den	2	2	.644
K-31	2+Den	2	3	.644	L-31	2+Den	2	3	.644
K-12	1	1+	1	.377	L-12	2	2	1	.532
K-22	1	1+	2	.377	L-22	2	2	2	.532
K-32	1	1+	3	.377	L-32	2	2	3	.532
K-13	2	2	1	.532	L-13	1	1+	1	.377
K-23	2	2	2	.532	L-23	1	1+	2	.377
K-33	2	2	3	.532	L-14	2+Den	2	1	.644
K-14	2+Den	2	1	.644	L-24	2+Den	2	2	.644
K-24	2+Den	2	2	.644					
K-34	2+Den	2	3	.644					

EXHIBIT C

Guaranteed Assessments

The following assessments for each individual Unit Owner will be guaranteed by the Developer for a period of one year from the date of the first closing of a unit in Harmony Island, a Condominium. Developer shall be assessed for only that portion of the Common Expenses in excess of the sums collected by assessment against Units sold by Developer.

One bedroom, one bath	\$ 100.00 per month \$ 300.00 per quarter \$1,200.00 per year
Two bedroom, two bath	\$ 140.00 per month \$ 420.00 per quarter \$1,680.00 per year
Two bedroom two bath plus den	\$ 170.00 per month \$ 510.00 per quarter \$2,040.00 per year
Three bedroom, three bath	\$ 185.00 per month \$ 555.00 per quarter \$2,220.00 per year

EXHIBIT "D"

AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF HARMONY ISLAND CONDOMINIUM ASSOCIATION, INC.

The Articles of Incorporation for Harmony Island Condominium Association, Inc. ("Current Articles of Incorporation") were filed on November 6, 1986, with the Secretary of State in Tallahassee, Florida.

The Harmony Island Condominium Association, Inc., and the directors and membership thereof, desire to amend and restate the Current Articles of Incorporation.

Pursuant to Subsection 617.017(1) of Chapter 617 of the Florida Statutes, and Article IX of the Current Articles of Incorporation, the Board of Directors have adopted a resolution setting forth the Amended and Restated Articles of Incorporation which has been adopted by a majority of the directors.

NOW, THEREFORE, the Current Articles of Incorporation hereby amended and restated, and the Amended and Restated Articles of Incorporation provides in its entirety as follows:

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF
HARMONY ISLAND CONDOMINIUM ASSOCIATION, INC.

(a corporation not for profit under Chapter 617,
Florida Statutes)

ARTICLE I

Name

The name of this corporation shall be HARMONY ISLAND CONDOMINIUM ASSOCIATION, INC. (hereinafter called the "Corporation").

ARTICLE II

Purpose

This Corporation does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of certain Common Elements within that certain tract of property located in Indian River County, Florida, known as HARMONY ISLAND. To promote the recreation, general

welfare, common benefit and enjoyment of the residents within the above-described property and any additional property as may be brought within the jurisdiction of this Corporation; and the Corporation shall have the proper authority to maintain and administer the community properties and facilities and to administer and enforce the covenants and restrictions as well as the collecting and disbursing of the assessments and charges hereinafter created so that the Corporation shall have the power:

(a) to exercise all of the powers and privileges and to perform all of the duties and obligations of the Harmony Island Condominium Association, Inc. as set forth in that certain Declaration of Condominium for HARMONY ISLAND, A Condominium (hereinafter called the "Declaration"), applicable to the property and recorded or to be recorded in the Office of the Public Records of Indian River County and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length;

(b) to fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Corporation, including all licenses, taxes or governmental charges levied or imposed against the property of the Corporation;

(c) to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Corporation (including Units and other properties within HARMONY ISLAND);

(d) to borrow money, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) to dedicate, sell or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the membership;

(f) to participate in mergers and consolidations with other not for profit corporations organized for the same purposes or annex additional residential property and Common Elements as provided in the Declaration;

(g) to have and to exercise any and all powers rights and privileges which a corporation organized under the Florida

Not for Profit Corporation Act by law may now or hereafter have or exercise;

(h) to contract with third parties to perform the functions of the Corporation;

(i) to manage, control, operate, maintain, repair, and improve property subject to the Declaration or any other property for which the Corporation by rule, regulation, Declaration, or contract has a right or duty to provide such services;

(j) to enforce covenants, conditions, or restrictions affecting any property to the extent the Corporation may be authorized to do so under the Declaration or By-Laws;

(k) to engage in activities which will actively foster, promote, and advance the common interests of owners of Units;

(l) to enter into, make, perform, or enforce contracts of every kind and description, and to do all other acts necessary, appropriate, or advisable in carrying out any purpose of the Corporation, with or in association with any other association, corporation, or other entity or agency, public or private;

(m) to act as agent, trustee, or other representative of other corporations, firms, or individuals, and as such to advance the business or ownership interests in such corporations, firms, or individuals;

(n) to adopt, alter, and amend or repeal such By-Laws as may be necessary or desirable for the property management of the affairs of the Corporation; provided, however, such By-Laws may not be inconsistent with or contrary to any provisions of the Declaration; and

(o) to provide any and all supplemental municipal services as may be necessary or proper.

The foregoing enumeration of powers shall not limit or restrict in any manner the exercise of other and further rights and powers which may now or hereafter be allowed or permitted by law; and the powers specified in each of the paragraphs of this Article II are independent powers, not to be restricted by reference to or inference from the terms of any other paragraph or provision of Article II.

ARTICLE III

Membership

(a) The Corporation shall be a membership corporation without certificates or shares of stock.

(b) The owner of each Unit subject to the Declaration shall be a member of the Corporation and shall be entitled to vote in accordance with the provisions set forth in the Declaration, except there shall be no vote for any Unit owned by the Corporation. The manner of exercising voting rights shall be as set forth in the Declaration and the By-Laws of the Corporation.

(c) Change of membership in the Corporation shall be established by recording in the public records of Indian River County, Florida, a deed or other instrument establishing record title to a Unit subject to the Declaration. Written notice shall be given to the Corporation of such change in title. Upon such recordation, the owner designated by such instrument shall become a member of the Corporation and the membership of the prior owner shall be terminated.

(d) The share of a member in the funds and assets of the Corporation cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance of his Unit.

ARTICLE IV

Term

The existence of the Corporation shall be perpetual unless it is terminated by law or the Declaration which describes the Corporation shall be terminated.

ARTICLE V

Name and Residence of Subscribers

The name of the Subscribers to these Articles of Incorporation are:

James M. Ray
660 Beachland Boulevard
Vero Beach, Florida 32963

Elizabeth C. Pinto
660 Beachland Boulevard
Vero Beach, Florida 32963

ARTICLE VI

Officers

The affairs of the Corporation shall be managed by its Board of Directors, who shall be elected at the annual meeting of the Corporation. The principal Officers of the Corporation shall be a President, Vice President, Secretary, Treasurer, and Assistant Treasurer, and such other Officers as the Board of Directors may from time to time designate, which Officers shall be elected annually by the Board of Directors. The names of the Officers who are to serve until the first election or appointment are as follows:

Elizabeth C. Pinto, President
660 Beachland Boulevard
Vero Beach, Florida 32963

W. Douglas Goff, Vice President
660 Beachland Boulevard
Vero Beach, Florida 32963

James M. Ray, Secretary/Treasurer
660 Beachland Boulevard
Vero Beach, Florida 32963

ARTICLE VII

Board of Directors

The affairs of the Corporation shall be conducted, managed, and controlled by a Board of Directors. The initial Board of Directors shall consist of three (3) directors.

The names and addresses of the members of the initial Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

W. Douglas Goff
660 Beachland Boulevard
Vero Beach, Florida 32963

Elizabeth C. Pinto
660 Beachland Boulevard
Vero Beach, Florida 32963

James M. Ray
660 Beachland Boulevard
Vero Beach, Florida 32963

ARTICLE VIII

By-Laws

The original By-Laws are to be made by the original Board of Directors. The same may thereafter be amended, altered or rescinded only in accordance with the provisions of such By-Laws.

ARTICLE IX

Amendment of Articles

Amendments to the Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if members have been admitted, directing that it be submitted to a vote of the members at either the annual or a special meeting. If no members have been admitted, the amendment shall be adopted by a vote of the majority of directors, and the provisions for adoption by members shall not apply.

(b) Written notice consistent with the By-Laws of the Corporation setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of members entitled to vote thereon.

Any number of amendments may be submitted to the members and voted upon by them at one meeting.

If all of the directors and all of the members eligible to vote sign a written statement manifesting their intention that an amendment to the Articles of Incorporation be adopted, then the amendment shall be adopted as though the above Article IX, Sections (a) through (c) had been satisfied.

The members shall not amend the Articles of Incorporation without an act of the directors.

ARTICLE X

Registered Office

The registered agent for the service of process within this State shall be:

Steve L. Henderson, Esq.
Moss, Henderson & Lloyd, P.A.
817 Beachland Boulevard
Vero Beach, Florida 32963

ARTICLE XI

Definitions

All terms used herein which are not defined shall have the same meaning provided in the Declaration.

IN WITNESS WHEREOF, the Board of Directors have
affixed their signature this 11 day of MARCH, 1988.

W. Douglas Goff
W. DOUGLAS GOFF

Elizabeth C. Pinto
ELIZABETH C. PINTO

James M. Ray
JAMES M. RAY

STATE OF FLORIDA

COUNTY OF INDIAN RIVER

BEFORE ME, a Notary Public, personally appeared
W. Douglas Goff, James M. Ray, and Elizabeth C. Pinto, known to
me who upon oath acknowledged before me that they executed the
foregoing Articles of Incorporation for the purposes therein
expressed.

SWORN TO AND SUBSCRIBED before me this 11 day of
MARCH, 1988.

(NOTARY SEAL)

0998E

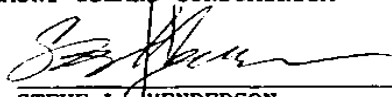
Dulcinea B. Garcia
Notary Public, State of
Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES APRIL 4, 1988

ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT

The undersigned hereby accepts the designation of
registered agent on behalf of HARMONY ISLAND CONDOMINIUM
ASSOCIATION, INC.



STEVE L. HENDERSON

0998E

EXHIBIT E

BY-LAWS OF

HARMONY ISLAND CONDOMINIUM ASSOCIATION, INC.

(AN INCORPORATED NOT-FOR-PROFIT ASSOCIATION)

TABLE OF CONTENTS

I. Identity	1
II. Membership and Voting Rights	1
III. Meeting of the Membership	3
IV. Directors	4
V. Officers	10
VI. Finances and Assessments	12
VII. Additions or Alterations	17
VIII. Compliance and Default	17
IX. Amendment to the By-Laws	20
X. Notices	21
XI. Indemnification	21
XII. Liability Survives Termination of Membership	21
XIII. Limitations of Liability	22
XIV. Parliamentary Rules	22
XV. Liens	22
XVI. Rules and Regulations	22
XVII. Arbitration	26
XVIII. Miscellaneous	26

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EXHIBIT E

BY-LAWS OF

HARMONY ISLAND CONDOMINIUM ASSOCIATION, INC.

(An Incorporated Not-For-Profit Association)

(The definitions provided in the Declaration of Condominium for Harmony Island, A Condominium, shall apply to these By-Laws.)

ARTICLE I
Identity

The following By-Laws shall govern the operation of HARMONY ISLAND CONDOMINIUM ASSOCIATION, INC., a corporation not-for-profit, hereinafter referred to as the Association.

The Association is an incorporated non-profit Association, organized and existing pursuant to Chapters 617 and 718, Florida Statutes, for the purpose of administering HARMONY ISLAND CONDOMINIUM.

Section 1. The office of the Association shall be at the Condominium Property, or at such other place as may be subsequently designated by the Board of Directors of the Association.

Section 2. The seal of the Association will bear the name of the corporation, the word "Florida" and the words "corporation not-for-profit" and the year of the incorporation, an impression of which is as follows:

ARTICLE II
Membership and Voting Provisions

Section 1. Membership in the Association shall be limited to owners of the Units as identified in the Declaration of Condominium to which these By-Laws are attached. Transfer of Unit ownership, either voluntarily or by operation of law, shall terminate membership in the Association and said membership shall become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but as hereinafter indicated, the vote of a Unit shall be cast only by the "representative member." If Unit ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its representative member.

Section 2. Voting.

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

b. A majority of the Unit Owners total votes represented at a meeting at which a quorum is present, subject to Section 5 of this Article II, shall decide any question, unless the Articles of Incorporation or Declaration of Condominium provide otherwise, in which event such other voting percentages shall control.

Section 3. Quorum. Unless otherwise provided in these By-Laws, the presence in person or by proxy of a majority of the Unit Owners' total votes, subject to Section 5 of this Article II, shall constitute a quorum. The term "majority" of the unit owners' total votes shall mean Unit Owners holding 51% of the votes.

Section 4. Proxies. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary prior to the meeting in which they are to be used. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit Owner executing it.

Where a Unit is owned jointly by a husband and wife and they have not designated one of them as a representative member, a proxy must be signed by both husband and wife where a third person is designated as proxy.

Section 5. Designation of Representative Members. If a Unit is owned by one person, his right to vote shall be established by the record title to the Unit. If a Unit is owned by a Corporation, the Corporation must designate a "representative member" to represent the Corporation in all Association meetings either in person or by written consent.

If a Unit is owned by more than one person the following three provisions are applicable thereto:

a. The joint owners may, but they shall not be required to, designate a "representative member" who shall represent the Unit in all Association meetings, either in person or by written consent.

b. If they do not designate a representative member, and if more than one of the owners of the Unit are present at a meeting, either in person or by written consent, and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting. (As previously provided, the vote of a Unit is not divisible.)

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

ARTICLE III Meeting of the Membership

Section 1. Time. The annual member's meeting shall be held in December of each year on a date and at a time set by the Board of Directors for the purpose of electing directors whose terms have expired, and transacting any other business authorized to be transacted by the members.

Section 2. Place. All meetings of the Association membership shall be held at the Condominium Property, or at such other place and at such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting.

Section 3. Notices. It shall be the duty of the Secretary to deliver a notice of each annual or special meeting to each Unit Owner of record and each Mortgagee requesting such notice, stating the time and place thereof, as follows:

a. Written notice of annual meetings shall be provided each Unit Owner and Mortgagee and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to the annual meeting. Unless a Unit Owner or Mortgagee waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by regular mail to each Unit Owner and Mortgagee, at the address of the Unit Owner as it appears on the books of the Association, and at the address of the Mortgagee designated in writing to the Association by such Mortgagee.

b. Written notice of special meetings shall be provided each Unit Owner and Mortgagee and shall be posted in a conspicuous place on the Condominium Property at least forty-eight (48) hours prior to the special meeting for which notice is being given. Unless a Unit Owner or Mortgagee waives in writing the right to receive notice of special meetings by regular mail, notices of special meetings shall be sent by mail

to each Owner at the address of the Unit Owner as it appears on the books of the Association, and at the address of the Mortgagee designated in writing to the Association by such Mortgagee. The notice of any special meeting shall state the purpose thereof.

Section 4. Meetings. Meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, or these By-Laws, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors, or at the request, in writing, of representative members representing twenty-five percent (25%) of the Unit Owners' total votes, which request shall state the purpose of the proposed meeting. Business transacted at all meetings shall be confined to the subjects stated in the notice thereof.

Section 5. Waiver and Consent. Whenever the vote of members at a meeting is required or permitted by a provision of these By-Laws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than three-fourths (3/4) of the members who would have been entitled to vote upon the action, if such meeting were held, consent, in writing, to such action being taken; however, notice of such action shall be given to all members, unless all members approve such action.

Section 6. Adjourned Meeting. If any meeting of members cannot be organized because a quorum of representative members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

Section 7. Action of the Members. Approval or disapproval by Unit Owners upon any matter, whether or not the subject of an Association meeting, shall be by the representative members.

ARTICLE IV Directors

Section 1. Number, Term and Qualification. The affairs of the Association shall be governed by a Board of Directors composed of three (3) to seven (7) persons subject, however, to the provisions of Section 10 of this Article IV. The initial Board of Directors shall be composed of three (3) directors as provided in Section 10 of Article IV. Except as provided in this Section 1 and in Section 10 of this Article IV of these By-Laws, directors must be members of this Association, and for so long as the Developer holds five (5) percent of the Units for sale in the ordinary course of business, it shall be entitled to elect not less than one (1) member, who shall not be required to be a member of the Association, of the Board of Directors. All directors other than those entitled to be elected by Unit Owners as provided in

these By-Laws, shall be designated by the Developer and need not be members nor own any Units. All officers of a corporation owning a Unit shall be deemed to be members of this Association so as to qualify as a director herein. At the first special meeting of the members following turnover of the control as provided in Section 10 hereof, two (2) directors shall be elected by the Unit Owners. Each director elected by the Unit Owners shall serve until the next annual members' meeting, at which time his term shall expire and his successor shall be elected by the Unit Owners. Successive terms for directors shall be for a term of three (3) years.

Section 2. Method of Election. Election of directors shall be conducted in the following manner:

a. Elections of directors shall be held at the annual members' meeting, or at a special meeting called for that purpose.

b. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the meeting of the members at which elections are to be held. The committee shall nominate at least one (1) person for each directorship to be filled. Nominations, in addition to the committee nominations, may be made from the floor.

c. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Section 3. Organizational Meeting. The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of its election, at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present, except that notice shall be posted conspicuously forty-eight (48) hours in advance for the attention of Unit Owners. The meeting shall be open to all Unit Owners.

Section 4. Removal of Directors. At any duly convened regular or special meeting, any one or more of the directors may be removed, with or without cause, by the affirmative vote or agreement in writing of a majority of all Unit Owners, and a successor may then and there be elected to fill the vacancy thus created for the balance of the unexpired term. Should the membership fail to elect said successor, the Board of Directors may fill the vacancy in the manner provided

for in Section 5 below. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by ten percent (10%) of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners and the notice shall state the purpose of the meeting.

Section 5. Vacancies on Directorate. If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office, or otherwise, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors (unless a successor has been chosen pursuant to Section 4 above), who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred, or such vacancy may remain unfilled. The election held for the purpose of filling said vacancy may be held at any meeting of the Board of Directors.

Section 6. Disqualification and Resignation of Directors. Any director may resign at any time by sending a written notice of such resignation to the office of the Association, to the attention of the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Except for directors appointed by the developer, the transfer of title to a director's Unit shall automatically constitute a resignation of such director effective as of the date of transfer.

Section 7. Meetings. Meetings of the Board of Directors may be called by the President, and in his absence by the Vice President, or by a majority of the members of the Board of Directors by giving five (5) days' notice, in writing, to all of the members of the Board of Directors of the time and place of said meeting, except in an emergency. All notices for such meetings shall state the purpose of the meeting. Meetings of the Board of Directors shall be opened to all Unit Owners and notice of the meetings shall be posted conspicuously on the Condominium Property forty-eight (48) hours in advance for the attention of the Unit Owners, except in an emergency. Unit Owners shall be given at least fourteen (14) days' prior written notice of the time and place of the meeting of the Board of Directors wherein a budget will be considered, and such meeting shall be opened to the Unit Owners. Notice of any meeting at which Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

Section 8. Directors' Waiver of Notice. Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director

at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required, and any business may be transacted at such meeting, except as provided in Section 7 of this Article IV, in the case of meetings to consider Assessments.

Section 9. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present shall be the acts of the Board of Directors, except when approval by a greater number of directors is required by the Declaration of Condominium, the Articles of Incorporation or these By-Laws. If at any meeting of the Board of Directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time. At a reconvened meeting, if a quorum is present, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 10. First Board of Directors. The first Board of Directors shall be composed of three (3) members and shall serve until the first special meeting of members following the closing of sales of fifteen percent (15%) of the Units that will be operated ultimately by the Association to Unit Owners other than the Developer. The Developer shall cause one (1) Director to submit his resignation effective as of said meeting. The Unit Owners present at the said meeting (other than the Developer) shall be entitled to elect a Director to fill the vacancy created by a Director who shall have submitted his resignation. The Director elected by the Unit Owners other than the Developer shall serve until the next annual members' meeting, at which time his term shall expire and his successor shall be elected by Unit Owners other than the Developer and shall serve a term of three (3) years. The remaining two (2) directors originally appointed to the Board, or their successors designated by the Developer, who have not resigned, shall continue in office and their terms shall not expire until the first special members' meeting occurring three (3) years after sales by the Developer have been closed on fifty percent (50%) of the Units that will be operated ultimately by the Association, or three (3) months after sales have been closed by the Developer on ninety percent (90%) of the Units that will be operated ultimately by the Association or when all the Units that will be operated ultimately by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. When the terms of the two (2) remaining directors originally appointed to the Board shall expire as hereinabove

specified, the Unit Owners shall be entitled to elect directors in the number specified in Section 1 hereof.

Within sixty (60) days after Unit Owners other than the Developer are entitled to elect a director or directors, the then members of the Board of Directors shall call and give not less than thirty (30) days nor more than forty (40) days' notice of a meeting of the Unit Owners for this purpose. Any such meeting may be called and the notice given by any Unit Owner if the Board of Directors fails to do so.

Section 11. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law, by the Declaration of Condominium, or by these By-Laws directed to be exercised and done by the Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

a. To exercise all powers specifically set forth in the Declaration of Condominium, in these By-Laws, the Condominium Act, and all powers incidental thereto;

b. To make assessments, collect assessments, and use and expend the assessments to carry out the purposes and powers of the Association;

c. To employ, dismiss, and control the personnel necessary for the maintenance and operation of the Condominium Property, including the right and power to employ attorneys, accountants, contractors, and other professionals as the need arises;

d. To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and the use and maintenance of the Units thereon;

e. To contract for the management of the Condominium, and to lease or license portions of the Common Elements subject to the provisions of the Declaration of Condominium;

f. To improve the Condominium Property, real and personal, and to purchase realty and items of furniture, furnishings, fixtures and equipment, and to acquire and enter into agreements pursuant to F.S. 718.114;

g. To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management of the business and affairs of the Association. Such committee shall consist of at least three (3) members of

the Association, one of whom shall be a director. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors as required; and

h. To enter into common management agreements with trusts, condominiums, or other property owners' associations, specifically including, without limitation, Grand Harbor Community Association, Inc. Any and all functions of the Association shall be fully transferable by the Board, in whole or in part, to any other entity.

The foregoing powers shall be exercised by the Board of Directors, subject only to approval by Unit Owners when such is specifically required.

Section 12. Management Agent.

a. The Board of Directors may employ for the Association a professional management agent or agents at a compensation established by the Board of Directors to perform such duties and services as the Board of Directors shall authorize. The Board of Directors may delegate to the managing agent or manager, subject to the Board's supervision, all of the powers granted to the Board of Directors by these By-Laws, other than the powers of:

i. preparation and adoption of an annual budget in which there shall be established the contribution of each Unit Owner to the Common Expenses;

ii. making Assessments to defray the Common Expenses, establishing the means and methods of collecting such Assessments, and establishing the period of installment payments of the annual Assessment;

iii. making and amending use restrictions and rules and regulations;

iv. opening of bank accounts on behalf of the Association and designating the signatories required; and

v. enforcing by legal means the provisions of the Declaration, these By-Laws, and the rules and regulations adopted pursuant thereto, and bringing any proceedings which may be instituted on behalf of or against the Unit Owners concerning the Association.

The Developer or an affiliate of the Developer may be employed as managing agent or manager.

b. During the period in which the Developer is entitled to appoint at least a majority of the members of the Board of Directors, any management contract must permit termination by either party with or without cause and without termination fee upon not less than thirty (30) or more than ninety (90) days' written notice to the other party.

c. Any management agreement entered into by the Association prior to assumption of control of the Association by Unit Owners other than the Developer may be cancelled by the Association when the Unit Owners other than the Developer have assumed control of the Association or when Unit Owners other than the Developer own not less than seventy-five (75%) percent of the voting interest in the Association, by the vote of Owners of not less than seventy-five (75%) percent of the voting interest in the Association, other than voting interests owned by the Developer.

ARTICLE V Officers

Section 1. Elective Officers. The principal officers of the Association shall be a President, Vice President, Secretary and Treasurer, all of whom shall be elected by the Board of Directors. Any two (2) or more offices may be held by the same person, except the offices of President and Secretary. The President and Vice President shall be elected from the members of the Board of Directors.

Section 2. Election. The officers of the Association shall be elected by the Board of Directors at the organizational meeting of each new Board.

Section 3. Appointive Officers. The Board may appoint Assistant Secretaries, Assistant Treasurers, and such other officers as the Board deems necessary in the management of the affairs of the Association.

Section 4. Term and Compensation. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time with or without cause by the Board of Directors; provided, however, that no officer shall be removed except by an affirmative vote for removal by a majority of the entire Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors. No compensation shall be paid to the officers of the Association, although officers may be reimbursed for expenses incurred on behalf of the Association upon majority vote of the remainder of the Board.

Section 5. The President. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts on behalf of the Association and shall perform all of the duties incident to his office which may be delegated to him from time to time by the Board of Directors. In addition, the President shall serve as the Voting Member of the Association, as defined in Article I, Section 31, of the Declaration of Covenants, Conditions, and Restrictions for Grand Harbor Community Association, and shall cast all votes attributable to Units in the Association on all Association matters requiring membership vote, pursuant to Article III, Section 3 of the Declaration of Covenants, Conditions and Restrictions for Grand Harbor Community Association.

Section 6. The Vice President. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors.

Section 7. The Secretary. The Secretary shall issue notice of all of Board of Directors' meetings and all meetings of the Unit Owners and he shall attend and keep the minutes of same; he shall have custody of the seal of the Association and affix it to instruments requiring a seal when duly signed; he shall have charge of all of the Association's books, records, and papers, except those kept by the Treasurer. The Assistant Secretary shall perform the duties of the Secretary when the Secretary is absent. The Secretary shall keep minutes of all meetings of the Association and the Board of Directors in a book which shall be made available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain such minutes for a period of not less than seven (7) years.

Section 8. The Treasurer.

a. The Treasurer shall have custody of the Association's funds and securities, shall keep full and accurate accounts of all receipts and expenditures in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors of the Association. The books shall reflect an account for each Unit in the manner required by F.S. 718.111(12)(a). All accounting records shall be open to inspection by Unit Owners or their authorized representatives and written summaries of same shall be supplied

at least annually to Unit Owners or their authorized representatives.

b. The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all transactions and of the financial condition of the Association.

c. The Treasurer shall collect the assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors of the Association.

d. The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

e. The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

Section 9. The first three (3) members of the Board of Directors shall also be the Association's first officers, with one (1) director as President, one (1) director as Vice President, and one (1) director as Secretary/Treasurer.

ARTICLE VI Finances and Assessments

Section 1. Depositories. The funds of the Association shall be deposited in such banks and depositories as may be determined by resolution of the Board of Directors from time to time, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the said Board of Directors. Obligations of the Association shall be signed by at least two officers of the Association or by such other person or persons as may be designated by the Board of Directors. The Board may authorize execution by any one or more persons of checks for general operating expenses.

Section 2. Fidelity Bonds. The Board of Directors shall obtain as a Common Expense fidelity bonds covering officers, directors, employees, and other persons who handle or are responsible for handling Association funds, if reasonably available. The amount of such bonds shall be the greater of Ten Thousand (\$10,000.00) Dollars or an amount which, in the best business judgment of the Board of Directors, reflects the estimated maximum amount of funds, including reserve funds in the custody of the Association at any time during the term of

the bond. If reasonably available, the amount of the bond shall be not less than three (3) months' aggregate assessments, plus reserves on hand as of the beginning of the fiscal year, and the bond shall contain waivers of any defense based upon the exclusion of persons serving without compensation.

Section 3. Fiscal Year. The fiscal year of the Association shall be determined by resolution of the Board. In the absence of such resolution, the fiscal year shall be the calendar year.

Section 4. Determination of Assessments.

a. The Board of Directors of the Association shall fix and determine, from time to time, the sum or sums necessary and adequate to cover the Common Expenses of the Condominium Property.

Common Expenses shall include expenses for the operation, maintenance, repair, replacement, or taxes of the Common Elements, limited common elements, and land owned by the Association, costs of carrying out the power and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, and any other expenses designated as Common Expenses from time to time by the Board of Directors of the Association or under the provisions of the Declaration of Condominium to which these By-Laws are attached. The Board of Directors is specifically empowered on behalf of the Association to make and collect Assessments and to lease, maintain, repair and replace the Common Elements and limited common elements of the Condominium Property. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the manner provided for sharing Common Expenses in the Declaration of Condominium. Said Assessments shall be payable quarterly in advance, unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular Assessments and shall be payable in the manner determined by the Board of Directors. All funds due under these By-Laws and the Declaration of Condominium are Common Expenses of the Condominium Property.

The Association, on behalf of all Units subject to assessment hereunder, shall pay assessments to Grand Harbor Community Association, Inc., as provided in the Community Declaration. Such assessments shall constitute a Common Expense of the Association and shall be included in the operating budget of the Association, and shall have first priority for payment out of any income of the Association.

This assessment obligation shall be enforceable by Grand Harbor Community Association, Inc., against the Association and each Unit Owner as provided in the Community Declaration.

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

c. The Board of Directors shall prepare a budget for each fiscal year for the estimated funds required to defray the Common Expenses, including without limitation (i) current expenses which shall include all receipts and expenditures within the year for which the budget is made, including a reasonable allowance for contingencies and working funds (except expenditures chargeable to reserves, to additional improvements, or to operations); (ii) reserve for replacement which shall include funds for repair or replacement required because of damage, depreciation or obsolescence; (iii) reserve for deferred maintenance, which shall include funds for maintenance items that occur less frequently than annually; (iv) betterments, which shall include the funds to be used for capital expenditures for additional improvements or additional personal property that will be a part of the common elements; and (v) operations, the amount of which may be to provide working funds or meet losses. The reserve accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be based upon estimated life and estimated replacement cost of each reserve item.

d. Assessments shall be made against Unit Owners no less frequently than quarterly in amounts no less than are required to provide funds in advance for payment of all the anticipated current operating expenses and for all the unpaid operating expenses.

e. A copy of the proposed annual budget of Common Expenses shall be mailed to the Unit Owners not less than fourteen (14) days prior to the meeting at which the budget will be considered by the Board of Directors, together with written notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held, and such meeting shall be open to the Unit Owners. If a budget is adopted by the Board of Directors which requires Assessment against the Unit Owners in any fiscal or calendar year exceeding one hundred fifteen percent (115%) of the Assessments for the preceding year, upon written application of ten percent

(10%) of the Unit Owners, a meeting shall be held upon not less than ten (10) days' written notice to each Unit Owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting Unit Owners may consider and enact a revision of the budget, or recall any and all members of the Board of Directors and elect their successors. In either case, the revision of the budget or the recall of any and all members of the Board of Directors shall require a vote of not less than a majority of the whole number of votes of all Unit Owners. The Board of Directors may in any event propose a budget to the Unit Owners at a meeting of members or by writing, and if such budget or proposed budget be approved by the Unit Owners at the meeting, or by a majority of their whole number by a writing, such budget shall not thereafter be examined by the Unit Owners in the manner hereinbefore set forth. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in prior years, there shall be excluded from the computation increases in insurance premiums, increases in utility costs, costs of repairs and/or replacement of Association property necessitated by acts of God, any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular annual basis and there shall be excluded from such computation, Assessments for betterments to the Condominium Property as the By-Laws so provide or allow the establishment of reserves, and Assessments for betterments to be imposed by the Board of Directors. Provided, however that so long as the Developer remains in control of the Board of Directors, the Board shall not impose an Assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal or calendar year's Assessment without approval of a majority of the Unit Owners.

f. Within sixty (60) days following the end of the fiscal year, the Board of Directors of the Association shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures of the previous twelve (12) months. The report will show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications including, if applicable, but not limited to, the following:

1. cost for security;
2. professional and management fees and expenses;

3. taxes;
4. cost for recreation facilities;
5. expenses for refuse collection and utility services;
6. expenses for lawn care;
7. cost for building maintenance and repair;
8. insurance costs;
9. administrative and salary expenses; and
10. general reserves, maintenance reserves, and depreciation reserves.

Section 5. Application of Payments and Commingling of Funds. All sums collected by the Association from Assessments may be commingled in a single fund or divided into more than one fund as determined by the Board of Directors. All Assessment payments by Unit Owners shall be applied to interest, delinquencies, costs and attorneys' fees, other charges, expenses and advances, as provided herein and in the Declaration of Condominium, and general or special Assessments in such manner and amounts as the Board of Directors shall determine.

Section 6. Acceleration of Assessment Installments Upon Default. If a Unit Owner shall be in default in the payment of any installment of an Assessment, the Board of Directors may accelerate the Assessment for the next quarter upon notice thereof to the Unit Owner and, thereupon, the unpaid balance of the Assessment for the next quarter shall become due upon the date stated in the notice to the Unit Owner. In addition, upon thirty (30) days' default the Association shall give prompt notice to the Unit Owner's Institutional Mortgagee of said default.

Section 7. Guaranteed Assessment. Notwithstanding the foregoing provisions, commencing with the date of the recording of the Declaration of Condominium to which these By-Laws are attached as an exhibit and ending on the date set forth on the Estimated Operating Budget, also attached to the Declaration of Condominium as an exhibit, each Unit shall be subject to assessment only in the respective amount for said Unit set forth in the Estimated Operating Budget attached to the Declaration of Condominium as an exhibit (the "Guaranteed Assessment"), payable quarterly in advance commencing on the

date of the closing of the purchase of such Unit. Developer covenants and guarantees that during the Guaranteed Assessment period, the quarterly installments of the Assessment for Common Expenses levied upon each Unit shall not exceed the Guaranteed Assessment amount set forth in the estimated operating budget, and that it will pay during such period any deficit in the Common Expenses actually incurred during such year. Notwithstanding any provisions in the Declaration to the contrary, during the Guaranteed Assessment period, Developer will not be liable for the payment of any Common Expense or Assessment except for the amount of such deficits, and no Assessment of any kind will be assessed upon any Unit owned by Developer.

Section 8. Capitalization of Association. Upon acquisition of record title to a Unit by the first purchaser thereof other than the Declarant, a contribution shall be made by or on behalf of the purchaser to the working capital of the Association in an amount equal to one-sixth (1/6) of the amount of the annual Assessment per Unit for that year as determined by the Board. This amount shall be deposited into the purchase and sales escrow and disbursed therefrom to the Association.

ARTICLE VII Additions or Alterations

There shall be no substantial additions or material alterations to the Common Elements or limited common elements, if any, of the Condominium Property which this Association operates and maintains, except as specifically provided for in the Declaration of Condominium to which these By-Laws are attached. A Unit Owner shall not make any alteration to his Unit which would remove any portion of, or make any addition to, Common Elements or do anything which would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Property which is to be maintained by the Association.

Any provisions relating to architectural or landscaping control contained in these By-Laws or the Declaration shall be in lieu of the architectural control provisions contained in Article XI of the Declaration of Covenants, Conditions and Restrictions for Grand Harbor Community Association.

ARTICLE VIII Compliance and Default

Section 1. Authority and Enforcement. The Property shall be used only for those uses and purposes set out in the

Declaration. The Board of Directors shall have the authority to make and to enforce reasonable rules and regulations governing the conduct, use, and enjoyment of Units and the Common Elements, provided that copies of all such rules and regulations be furnished to all Owners. The Board shall have the power to impose reasonable fines, which shall constitute a lien upon the Property, and to suspend an Owner's right to use the Common Elements for violation of any duty imposed under the Declaration, these By-Laws, or any rules and regulations duly adopted hereunder; provided, however, nothing herein shall authorize the Association or the Board of Directors to limit ingress and egress to or from a Unit. In the event that any occupant of a Unit violates the Declaration, By-Laws, or a rule or regulation and a fine is imposed, the fine shall first be assessed against such occupant; provided, however, if the fine is not paid by the occupant within the time period set by the Board, the Unit Owner shall pay the fine upon notice from the Association. The failure of the Board to enforce any provision of the Act or of the Declaration, By-Laws, or any rule or regulation shall not be deemed a waiver of the right of the Board to do so thereafter.

Section 2. Procedure. The Board shall not impose a fine or suspend a member's right to use the Common Elements for violation of rules, unless and until the following procedure is followed:

(a) Notice. If any provision of the Declaration or By-Laws or any rule or regulation of the Association is violated, the Board shall serve the violator with written notice sent certified mail, return receipt requested, which shall state: (i) the nature of the alleged violation; (ii) the proposed sanction to be imposed; (iii) a statement that the violator may challenge the fact of the occurrence of a violation, the proposed sanction, or both; (iv) the name, address, and telephone number of a person to contact to challenge the proposed action; and (v) a statement that the proposed sanction shall be imposed as contained in the notice unless a challenge is begun within ten (10) days of receipt of the notice. If a challenge is not made, the sanction shall be imposed ten (10) days from the date of the notice; provided, the Board may, in its discretion, waive any sanction if the violation is cured within such ten (10) day period.

(b) Hearing. If the alleged violator timely challenges the proposed action, a hearing before the Board of Directors or the Covenants Committee, if one has been appointed, shall be held in executive session affording the member a reasonable opportunity to be heard. The hearing shall be set and notice of the time, date (which shall be not less

than ten (10) days from the giving of notice), and place of the hearing and an invitation to attend the hearing and produce any statements, evidence, and witnesses shall be sent to the alleged violator. Prior to the effectiveness of any sanction hereunder, proof of notice shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. This section shall be deemed complied with if a hearing is held and the violator attends and is provided an opportunity to be heard, notwithstanding the fact that the notice requirements contained herein are not technically followed.

(c) Appeal. If a hearing held according to subsection (b), above, was held before the Covenants Committee, the alleged violator shall have a right to appeal the decision to the Board of Directors. To perfect this right, a written notice of appeal must be received by the manager, President, or Secretary of the Association within thirty (30) days after the hearing date. The results of any hearing which is not appealed within the time period shall be conclusively presumed to have been concurred in by all parties.

Section 2. Negligence or Carelessness of Unit Owner, etc. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, employees, agents or lessees, but only to the extent that such expenses are not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Unit or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The expense for any maintenance, repair or replacement required as provided in this section shall be charged to said Unit Owner as a specific lien, which shall be a lien against said Unit with the same force and effect as if the charge were a part of the Common Expense.

Section 3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged breach by a Unit Owner, the prevailing party shall be entitled to recover the costs of the proceedings and such reasonable attorneys' fees as may be determined by the court.

Section 4. No Waiver of Rights. The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

Section 5. No Election of Remedies. All rights, remedies and privileges granted to the Association or Unit Owner, pursuant to 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 thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such other party by the Condominium Documents or at law or in equity.

ARTICLE IX
Amendments to the By-Laws

These By-Laws may be altered, amended or added to by the affirmative vote of all of the directors until a majority of the directors are elected by Unit Owners other than the Developer; thereafter, they may be altered, amended or added to at any duly called meeting or by written consent or any combination thereof of the Unit Owners, provided:

1. Notice of the subject matter of the proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. No by-law shall be revised or amended by reference to its title or number only.

2. A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary at or prior to the meeting. Except as hereinafter provided, approval of a proposed amendment must be either by:

a. Not less than sixty percent (60%) of the entire membership of the Board of Directors and not less than sixty percent (60%) of the votes of the members of the Association voting at the particular meeting; or

b. Not less than two-thirds (2/3) of the votes of the entire membership of the Association.

3. No amendment shall make any changes in the qualifications for membership nor the voting rights of members, without approval in writing by all members and the joinder of all record owners of mortgages upon the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declarations of Condominium.

4. No amendment to these By-Laws which materially affects the rights or interests of Grand Harbor Community Association, Inc. shall be valid unless approved in writing by the Board of Directors of Grand Harbor Community Association, Inc.

5. The provisions of the Declaration applicable to amendment of that instrument which are not inconsistent with the provisions of this Article IX shall also apply to any amendment of the By-Laws.

ARTICLE X Notices

Whatever notices are required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices set forth in the Declaration of Condominium and these By-Laws.

ARTICLE XI Indemnification

The Association shall indemnify every director and every officer, his heirs, executors, and administrators against all loss, cost and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable attorneys' fees to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of misfeasance or malfeasance. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

ARTICLE XII Liability Survives Termination of Membership

The termination of membership in the Association shall not relieve or release any former Unit Owner from any liability or obligation incurred or in any way connected to said Unit Owner's ownership and membership, nor shall such termination impair any rights or remedies which the Association may have against such former Unit Owner and member arising out of, or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

ARTICLE XIII
Limitations of Liability

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage caused by a latent condition in the Properties, nor for injury or damage caused by the elements or by owners or other persons.

ARTICLE XIV
Parliamentary Rules

Roberts Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Condominium Act, the Declaration of Condominium or these By-Laws.

ARTICLE XV
Liens

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

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

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

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

ARTICLE XVI
Rules and Regulations

Section 1. As to Common Elements. The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management and

control of the Common Elements and any facilities or services made available to the Unit Owners. A copy of the rules and regulations adopted from time to time, as herein provided, shall be posted in a conspicuous place and/or copies of the same shall be furnished to each Unit Owner.

Section 2. As to Condominium Units. The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Unit(s); provided, however, that copies of such rules and regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the Condominium Property and/or copies of same shall be furnished to each Unit Owner.

Section 3. Rules and Regulations. The rules and regulations hereinafter enumerated shall be deemed in effect until amended by the Board of Directors, as previously provided, and shall apply to and be binding upon all Unit Owners. The Unit Owners shall at all times obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. The initial rules and regulations are as follows:

(1) The sidewalk, entrances, and all of the Common Elements must not be obstructed, encumbered or used for any purpose other than ingress and egress to and from the buildings; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, chairs, benches, tables, or any other object of a similar type and nature be stored thereon.

(2) The personal property of all Unit Owners shall be stored within their Units, or in designated storage spaces.

(3) No garbage containers, supplies, milk cartons, or other articles shall be placed where visible from the Common Elements nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind or other articles be shaken or hung from any of the windows or doors or be exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.

(4) Refuse and garbage shall be deposited only in the area provided therefor. All garbage must be contained in plastic bags and then deposited in plastic garbage containers.

(5) No trailers, boats, recreational vehicles, habitable vehicles, trucks and/or vans may be kept on, stored, or parked on the Condominium Property, except those vans used for non-commercial or work purposes and service vehicles authorized by the Association.

(6) No Unit Owner or Occupant shall, direct, supervise or in any manner attempt to assert any control over the employees of the Association.

(7) Domestic help of the Unit Owners may not gather or lounge on the Common Elements.

(8) The parking facilities shall be used in accordance with the regulations adopted by the Board of Directors. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours and no repair of vehicles shall be made on the Condominium Property.

(9) No Unit Owner shall make or permit any disturbing noises in his Unit by himself, his family, servants, employees, agents, visitors or licensees, nor do or permit anything to be done by such persons that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be placed upon any musical instrument or operate or suffer to be operated a phonograph, television, radio or sound amplifier in his Unit in such manner as to disturb or annoy other Occupants of the Condominium. No Unit Owner shall conduct or permit to be conducted vocal or instrument instruction at any time.

(10) No antenna, aerial, dish, or any similar device shall be erected or installed on the roof or exterior walls of any Condominium building. Any such installation is liable to removal without notice and at the cost of the Unit Owner for whose benefit the installation was made.

(11) No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Unit or Condominium Property by any Unit Owner or Occupant.

(12) No awning, canopy, shutter or other protection shall be attached to or placed upon the outside walls or roof of a Condominium building without the written consent of the Board of Directors.

(13) No blinds, shades, screens, decorative panels, windows or door coverings, except for draperies with

white, off-white or beige linings or vertical or horizontal blinds in white or light beige, shall be attached to or hung or used in connection with any window or door in a Unit in such a manner as to be visible to the outside without the written consent of the Board of Directors. Storm shutters of a type approved by the Board of Directors may be permitted.

(14) The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit or Units. To that end, the Association may retain a passkey to all Units. In order that the Association may have access to each Unit in case an emergency shall arise while the Unit is unoccupied, no Unit Owner or Occupant shall alter any lock or install a new lock without the written consent of the Board of Directors. Where such consent is given, the Unit Owners shall provide the Association with an additional key for the use of the Association, pursuant to its right of access to the Unit.

(15) Complaints regarding the service to the Unit shall be made in writing to the Board of Directors.

(16) No inflammable, combustible or explosive fluid, chemical or substance shall be kept in any Unit, except such as are required for normal household use.

(17) Each Unit Owner who plans to be absent from his Unit during the summer months for a period seven (7) days or longer must prepare his Unit prior to his departure by (a) removing all furniture and other objects from his balcony or terrace prior to his departure; and (b) designating a responsible firm or individual to care for his Unit should the Unit suffer any damage; and (c) furnishing the Association the name of the said firm or individual. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters, which shutters shall be of a type approved by the Board of Directors.

(18) Food and beverage may not be consumed outside the Unit except in such areas as are designated by the Board of Directors of the Association.

(19) Any type of reflective film or coating of any window, glass door or glazed surface of any structure visible from the outside is prohibited.

(20) There shall be no barbecue grills or barbecuing anywhere on the Condominium Property except in those areas designated by the Board of Directors of the Association.

(21) All Units within Harmony Island above the first floor of the Condominium building must have eighty percent (80%) of the total floor area covered with carpeting, either wall-to-wall or area rugs, or other sound-deadening material. Units on the first floor of the condominium building shall not be required to comply with this provision.

Section 4. Conflict. In the event of any conflict between the rules and regulations contained herein, or as from time to time amended or adopted, and the Condominium Documents or the Condominium Act, the Condominium Act shall prevail where required by the Condominium Act. Any amendment to the rules and regulations herein shall be recorded in the public records of Indian River County, Florida, in the manner required by the Condominium Act.

ARTICLE XVII Arbitration

Internal disputes arising from the operation of the Condominium among Unit Owners, associations, and their agents may be submitted to voluntary binding arbitration.

ARTICLE XVIII Miscellaneous

Pursuant to F.S. 718.301, as long as the Developer holds Units which are or ultimately will be operated by the Association, for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

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

(2) Any action by the Association that would be detrimental to the sales of Units by the Developer.

If any irreconcilable conflict should arise or exist with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of the Declaration of Condominium shall prevail.

APPROVED AND DECLARED AS THE BY-LAWS OF THE
ASSOCIATION NAMED BELOW.

DATED this 11 day of March, A.D. 1988.

HARMONY ISLAND CONDOMINIUM
ASSOCIATION, INC.

By:

Elizabeth C. Pinto
ELIZABETH C. PINTO, President

Attest:

James M. Ray
JAMES M. RAY, Secretary

{CORPORATE SEAL}

1548g - 03/10/88

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

Name of Condominium Association

As of _____

Q: What are my voting rights in the condominium association?

A:

Q: What restrictions exist in the condominium documents on my right to use my unit?

A:

Q: What restrictions exist in the condominium document on the leasing of my unit?

A:

Q: How much are my assessments to the condominium association for my unit type and when are they due?

A:

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A:

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A:

Q: Is the condominium association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A:

Note: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.

GRAND HARBOR COMMUNITY ASSOCIATION

REQUEST FOR APPROVAL FOR ARCHITECTURAL MODIFICATION

FOR: _____ ASSOCIATION

OWNER'S NAME: _____

GRAND HARBOR ADDRESS: _____

MAILING ADDRESS: _____

CELL PHONE: _____ EMAIL: _____

Approval is hereby requested to make the following modification(s), alteration(s), or additions(s) as described and depicted the attached page(s). (Please include such details as the dimensions, materials, color, design, location and other pertinent data.)

COMMUNITY ARC COMMITTEE APPROVAL

DATE RECEIVED: _____ ☐ APPROVED ☐ DISAPPROVED

COMMENTS: _____

COMMUNITY ARC SIGNATURE: _____ DATE: _____

GHCA ARC COMMITTEE APPROVAL

DATE RECEIVED: _____ ☐ APPROVED ☐ DISAPPROVED

COMMENTS: _____

GHCA ARC SIGNATURE: _____ DATE: _____

Please return directly to your management company for processing.

Suzanne@archoice.com

The above approval does not indicate any waiver of any and all obligations the Owner has to satisfy the Florida Building Code, Indian River County Building Code, Indian River County Utilities, Indian River County Fire Department, or any other department of any governmental agency, local, state or federal, who may have jurisdiction to approve, inspect or request modification of said improvement.

Harmony Island at Grand Harbor Condominium Association, Inc.

c/o A.R. Choice Management
100 Vista Royale Blvd. ~ Vero Beach, FL 32960
Phone: (772) 907-5083 ~ Fax (772) 567-2551
Portal.archoice.com ~ Info@archoice.com

APPLICATION FOR UNIT RENTAL

This application form, fully completed, with the rental contract-lease attached, must be received by the Association no less than **fifteen (15) days** (Saturdays, Sundays, Holidays, and the day of receipt excluded) prior to the first day of rental. There is a \$100/day up to \$1,000 penalty for NOT turning in a rental application for approval.

UNIT OWNER:

Owner Name: _____

Unit Address: _____

RENTAL INFORMATION:

Dates of Rental: From: _____ To: _____

Name of Renter/Spouse: _____

Email Address: _____

Home Address (**deposit return**): _____

Phone number where you can be reached for any questions concerning this application: _____

Will there be others that will occupy the unit? ☐ Yes ☐ No How many? _____

If yes, give name/relationship to applicant:

Name: _____ Relationship: _____

Name: _____ Relationship: _____

Provide contact number while in residence:

Landline: _____ Cell: _____

Contact person/information in event of an Emergency:

Contact: _____ Phone: _____

AUTO REGISTRATION:

Vehicle #1 Make/Model/Year: _____

Auto License State & Plate Number: _____

Vehicle #2 Make/Model/Year: _____

Auto License State & Plate Number: _____

Will you have pet(s) in the Unit? ☐ Yes ☐ No If yes, how many _____

Breed _____ Age: _____

Breed _____ Age: _____

(No more than two (2) pets per Unit are permitted in Harmony Island)

If yes, the following items **must** be included with the application information or the application will be denied:

1. Copy of current year Rabies Vaccination
2. Current License Tag Number: State _____ County _____
3. Photo of pet(s)

NOTE: Florida law requires dogs/cats to be vaccinated for Rabies annually. If renting for more than four (4) month, the dog must be licensed in Indian River County. The County requires pets to be on a leash when off private property. A leash law is in effect in Grand Harbor/Harmony Island. In addition, the County as well as Harmony Island requires that pet waste be removed by the owner. Running of dogs on the golf courses and beaches is forbidden.

SECURITY DEPOSIT: A \$500 Association Security Deposit made payable to Harmony Island Condominium Association (refundable). The Security Deposit monies will be held in escrow and returned to renter 30 days after completion of rental providing there are no damages to Association Property.

I hereby certify that all of the above information is correct and I have a copy of and have read, understand and will abide by the Harmony Island Rules and Regulations and the Grand Harbor Community Association Rules and Regulations given to me by the rental agent, unit owner or Management Company.

Applicants Signature _____ Date _____

Owner Signature _____ Date _____

.....
Approval: Date: _____ Balance _____

Deposit: Date _____ Check# _____ Amount: \$500.00

Email to GH Barcode Office: ☐

Approval Signature: _____ Date: _____

HARMONY ISLAND RULES AND REGULATIONS

RENTALS/LEASES

1. Unit owners shall first submit the lease to A.R. Choice Management, Inc., by filling out the appropriate form provided by A.R. Choice Management, Inc., with a deposit of \$500. Failure to follow this procedure will be subject to a fine of \$100 per day up to a maximum of \$1000 (Florida Statutes). If offering the unit to family to use in your absence, notify A.R. Choice Management, Inc.
2. *"No unit shall be leased for a period of less than thirty (30) days or one (1) calendar month, whichever is less."* (An amendment to the Declaration of Harmony Island Condominiums, December 13, 1993.)
3. Units may only be rented and occupied by the individual(s) who have signed or have been specified on the lease.
4. Unit owners may not rent their unit if there are past due quarterly fees, assessments or fines.
5. Unit owners shall inform all renters/lessees, prior to occupancy, of the need to comply with the rules and regulations of the Association and shall include the rules and regulations as part of the rental/lease contract, including those contracts prepared by real estate and/or property management firms.
6. Unit owners shall post the rules and regulations in clear view inside the rented unit.
7. Unit owners shall be responsible for compliance with the rules and regulations by renter/lessees.

NOTE: Harmony Island Condominium Association uses all possible means to enforce the above rules, including but not limited to barring entry to Grand Harbor at the gate.

Harmony Island Condominium Association, Inc.

c/o A.R. Choice Management, Inc.

100 Vista Royale Boulevard

Vero Beach, Florida 32962

Phone (772) 907-5083 ~ Fax (772) 567-2551

portal.archoice.com ~ Info@archoice.com

Dear Prospective Buyer,

So, you are thinking of purchasing property at Harmony Island. We are excited that you have chosen our beautiful community!

Our office is responsible for managing this association. Upon closing we are also responsible for the collection of maintenance assessments, which are due quarterly on the first of January, April, July and October. Once you close, our office will send you an **information sheet with payment options**.

Your management team is Melissa Mallory- Manager; Suzanne Clark – Administrative Assistant to the Manager; Lisa Rule - Accountant. Please contact us with any questions or concerns.

We ask that you complete the enclosed **New Buyer Packet** and return it to us so that we are sure to have the correct closing information on file prior to your purchase. A \$100.00 application processing fee, which includes Community Documents and a \$250.00 estoppel fee will be due to A.R. Choice Management at closing

If there is any information that you feel is missing from this packet, please contact us, as we aim to provide concise information for all your association needs.

Once we receive the Warranty Deed from the closing agent/title company, we can change our association records to reflect the new ownership information. This will prompt our office to send you a Welcome Packet with additional information after closing.

We look forward to meeting you!

Sincerely,

Melissa Mallory

Melissa Mallory

Community Association Manager

AR Choice Management, Inc.

Harmony Island Condominium Association, Inc.

c/o A.R. Choice Management, Inc.

100 Vista Royale Boulevard

Vero Beach, Florida 32962

Phone (772) 907-5083 ~ Fax (772) 567-2551

portal.archoice.com ~ Info@archoice.com

Community & Utility Phone Numbers

Grand Harbor Clubhouse

(772) 778-9000

Grand Harbor Main Gate

(772) 567-3614

Electric Power

Florida Power & Light

www.fpl.com

(800) 226-3545

Telephone

AT&T (800) 222-0300

Comcast

5840 20th Street, Vero Beach FL 32966

(800) 934-6489

Trash and Recycling Collection

Waste Management

(321) 723-4455

Thursday – Trash

Friday - Recycling

Post Office

(772) 567-5206

Main Office, 2050 13th Ave. Vero Beach

Includes re-keying Mailbox

Water & Sewer

Indian River County Utilities

(772) 770-5300

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portal.archoice.com ~ Info@archoice.com

Documents to be provided (please check off each item and return to one of the options below):

- ☐ Copy of Contract
- ☐ Homeowner Questionnaire
- ☐ Electronic Consent form
- ☐ Voters Certificate

Mail/Drop-Off	Email	Fax
A.R. Choice Management, Inc. 100 Vista Royale Boulevard Vero Beach, FL 32962	Melissa@archoice.com Suzanne@archoice.com	(772) 567-2551

Upon receipt of a completed application packet, A.R. Choice will send to the purchaser's email(s) on the application the following documentation:

- ☐ All association documents including Articles of Incorporation, Bylaws, Declaration/CCR.
- ☐ Rules & Regulations
- ☐ Current Budget
- ☐ Wind Mitigation (if applicable)
- ☐ Elevation Certificate (if applicable)

I (we) understand that we are moving into a deed-restricted community and a copy of all documents will be provided to me. I/we hereby agree to abide by all Documents and Rules and Regulations of Harmony Island Condo Assn. Inc., a copy will be received from AR Choice Mgmt.

Buyer Signature_____ Date_____

Buyer Signature_____ Date_____

Harmony Island Condominium Association, Inc.

c/o A.R. Choice Management, Inc.

100 Vista Royale Boulevard

Vero Beach, Florida 32962

Phone (772) 907-5083 ~ Fax (772) 567-2551

portal.archoice.com ~ Info@archoice.com

HOMEOWNER QUESTIONNAIRE

Buyer/Owner Name(s): _____

Property Address #: _____

Local Phone Numbers:

Home: _____ Work: _____ Cell: _____

Email Address: _____

Alternate mailing address (if different from property address):

Phone Numbers at Alternate Address:

Home: _____

Work: _____

Cell: _____

Do you wish to be listed in the resident directory? Yes _____ No _____

Should your email address be included? Yes _____ No _____

Name(s) of person(s) other than homeowner to contact in case of emergency:

Name: _____

Phone Number: _____ Email: _____

INTENDED USE OF UNIT

Are you purchasing this unit for: (____) Personal Housing (____) Rental to others (____) For Relatives

Will the unit be occupied: (____) Year Round (____) Seasonal (____) Other: _____

Do you intend on keeping a pet in your unit? (____) No (____) Yes

**All pets must be kept under control by means of a leash or other restraint control at all times when outside of an enclosure and must not become a nuisance by barking or other activity not permitted to intrude upon the property of others. Pets under leash or other restraint control are permitted on common property. Pet excrement must be removed immediately by the pet's owner from common areas and from the property of others.*

Harmony Island Condominium Association, Inc.

c/o A.R. Choice Management, Inc.

100 Vista Royale Boulevard

Vero Beach, Florida 32962

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CERTIFICATE OF APPOINTMENT OF VOTING REPRESENTATIVE

THIS IS TO CERTIFY that the undersigned, constituting all of the record owners of

(address) _____, in Harmony Island have

designated: _____

(ONLY 1 Owner can be the voting representative. Choose which owner & print name above)

as their representative to cast all votes and to express all approvals that such owners may be entitled to cast or express at all meetings of the membership of the Association and for all other purposes provided by the Declaration, Articles and Bylaws of the Association.

The following **examples** illustrate the proper use of this Certificate:

1. Unit owned by Bill and Mary Rose, husband and wife. Voting Certificate ***required*** designating either Bill or Mary as the voting representative. NOT A THIRD PERSON.
2. Unit owned by John Doe and his brother, Jim Doe. Voting Certificate ***required*** designating either John or Jim as the Voting Representative. NOT A THIRD PERSON.
3. Unit owned by Overseas, Inc., a corporation. Voting Certificate ***required*** designating person entitled to vote, signed by the President or Vice President of Corporation and attested by Secretary or Assistant Secretary of Corporation.
4. Unit owned by John Jones. No Voting Certificate required.

This Certificate is made pursuant to the Declaration and the Bylaws and shall revoke all prior Certificates and be valid until revoked by a subsequent Certificate.

Dated this _____ day of _____, 20____

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Printed Name of Owner

Signature of Owner

Harmony Island Condominium Association, Inc.

c/o A.R. Choice Management, Inc.

100 Vista Royale Boulevard

Vero Beach, Florida 32962

Phone (772) 907-5083 ~ Fax (772) 567-2551

portal.archoice.com ~ Info@archoice.com

Consent to Receive Notices via Electronic Transmission

In order for the Association to send notices via email, that would otherwise require regular postal mailing, the Association must receive and keep in the records this written consent form. Therefore, the Board requests that you sign and date this document and send it via regular mail, certified mail, other commercial delivery service, fax message, email attachment, or hand delivery to:

Harmony Island Condominium Association, Inc.

c/o A.R. Choice Management, Inc.

100 Vista Royale Blvd. Vero Beach, FL 32962

I/we, _____ owner(s)
(Print your name **LEGIBLY**)

of _____
(Print your Association condo & unit address **LEGIBLY**)

consent to receive via electronic transmission **all and any** documents, notices, or invoices that the board of the association may elect to send to me or is otherwise required to send to me as owner. This includes Annual or Board Meeting notices, Violation Notices, ARC Modifications, Statements, etc.

Check only one box below. (If not checked, all correspondence will be mailed.)

- ☐ I request all correspondence **Mailed to the following address.** **DO NOT enter email address below if you choose this option.** Sign, date, and return this form to AR Choice Mgmt.

City: _____ State: _____ Zip: _____

- ☐ I request all correspondence **Emailed.** **Enter email address below if you choose this option.** Sign, date, and return this form to AR Choice Mgmt.

The email address(s) to use for those notices is:

_____ @ _____

_____ @ _____

I/we agree to notify the Association if at any time there is a change in my/our email address, but such notification of a new address shall not constitute a revocation in the electronic consent.

I/we understand that I/we may revoke this consent at any time by delivering in the same manner as this consent my/our written and signed instruction to revoke consent. I/we also understand that should the board of association experience two consecutive unsuccessful attempts to send any notice, that such experience constitutes an automatic revocation of my/our consent.

Signature

Date

Signature

Date

HARMONY ISLAND CONDOMINIUM ASSOCIATION

Maintenance, Repair and Replacement Responsibility Chart

ITEM	Harmony Island Association Responsibility Common Elements	Unit Owner Responsibility	REMARKS
Air Conditioning Equipment & Maintenance		X	All parts servicing system, including condenser/compressor. All pipes, copper refrigerant lines, conduits, wires and air ducts regardless of location. The condensate line to the connection with the main stack drain.
Air Conditioning Condensate Main Stack Drain Line Serving Two Owners or More	X		
Attics	X		Repair and/or Maintenance excludes any electric lines, water pipes, cable lines, etc. serving one unit owner.
Appliances-All		X	Including water supply lines to/from appliances.
Asphalt Paving-Maintenance and Repair	X		Repaving is based on the reserve/sirs schedule useful life calculations and/or the level of reserve funding available for replacement or repairs.
Balconies, Porches and/or Lanais-Cleaning & Washing		X	Unit owners should ensure that their balcony scupper drains remain free of debris, uncovered or unobstructed.
Balconies, Porches and/or Lanais- <u>Structure</u> Repair and Maintenance.	X		The Association applies a waterproof coating to the 2nd and 3rd painted, concrete finish, plywood floors/decks based on the reserve/sirs schedule. 1st floor painted floors are also periodically painted following this reserve schedule. Given the current Balcony and Walkway Restoration Project, repairs and/or maintenance will be closely tied to the construction project timetable for the foreseeable future.

HARMONY ISLAND CONDOMINIUM ASSOCIATION

Maintenance, Repair and Replacement Responsibility Chart

ITEM	Harmony Island Association Responsibility Common Elements	Unit Owner Responsibility	REMARKS
Balconies, Porches and Lanais-Flooring, Tile, etc.		X	All <u>units</u> with installed flooring and/or tile are responsible for regular maintenance, including regrouting and/or caulking as necessary. In addition to maintenance, <u>2nd/3rd-floor balcony owners</u> are responsible for the repair of all installed flooring, including when required due to common element repair and/or maintenance. If the <u>2nd/3rd-floor balcony</u> requires structural repairs resulting in the removal of the installed flooring, no new flooring installation and/or reinstallation will be approved. In addition to maintenance, <u>1st floor owners</u> are responsible for all installed flooring repair, replacement, and installation including when required due to common element repair and/or maintenance. <u>1st floor owners</u> are also responsible for the tiles installed in front of and over the threshold. If <u>any unit owner</u> decides to remove their existing flooring/ tile, they are responsible for repairing the concrete floor and/or stucco threshold. Once removed and repaired, the Association will be responsible for recoating and/or painting based on the reserve/sirs schedule mentioned in the section above.
Balconies, Porches and Lanais-Electric		X	Wiring serves one unit and is tied to the interior. See lighting.
Balconies, Porches and Lanais-Wall Lights, Ceiling Fans, Pergola Ceiling Panels, Hurricane Shutters, Screens, Screen Frames and any other personal items.		X	Owner is responsible for all installation, repair, replacement and reinstallation including when required due to common element repair and/or maintenance. The installation of screen framing and ceiling/roof panels over pergola requires ARC approval. Please be sure to inform your insurance agent regarding any approved modifications you install on the limited common elements balcony, or porches, such as hurricane shutters, to ensure that your HO6 policy is updated appropriately.
Bathtubs		X	
Bathroom Fans		X	

HARMONY ISLAND CONDOMINIUM ASSOCIATION

Maintenance, Repair and Replacement Responsibility Chart

ITEM	Harmony Island Association Responsibility Common Elements	Unit Owner Responsibility	REMARKS
Building Exterior Structure-Maintenance, Repair, Replacement and Painting	X		The Building exteriors are painted based on the reserve/sirs schedule useful life calculations and/or the level of reserve funding available for replacement or repairs.
Cabinets and Cabinetry		X	
Cable and Internet Service	N/A	N/A	Grand Harbor Community Association provides expanded basic and internet services as part of their master association fees. This service is not provided by Harmony Island. Owners should contact Xfinity by Comcast with any service-related questions.
Cable and Internet Equipment and Cable Lines-Interior and Exterior		X	This includes the exterior cable line wiring running from the unit to the main box in each building. Selected equipment is provided as part of the negotiated Grand Harbor service contract. Owners should contact Xfinity by Comcast with any equipment-related questions.
Carport Storage Closet		X	Interior cleaning, general upkeep and painting.
Carport/Garage Structure-Maintenance, Repair, Replacement and Painting	X		The carports/garages are limited common elements <u>assigned</u> to the unit owners. The carports, excluding the storage closets, are painted following the same reserve/sirs schedule as the main building.
Ceilings-Acoustical Finishes and/or Sound Proofing Materials or Any Other Personal Finishes including Paint.		X	Owner is responsible for all installation, repair, replacement and reinstallation including when required due to common element repair and/or maintenance.
Condensate Line Connection to the Main Drain Hookup-Serving One Unit		X	
Condensate Main Drain Line- Serving Two or More Units	X		
Detectors-Carbon Monoxide and Smoke		X	
Door Frames-Exterior Surfaces Painting	X		
Door Frames-Interior Surfaces Painting		X	
Door Frames-All Unit- Installation, Maintenance, Repair, Replacement		X	This includes the door threshold-sill.

HARMONY ISLAND CONDOMINIUM ASSOCIATION

Maintenance, Repair and Replacement Responsibility Chart

ITEM	Harmony Island Association Responsibility Common Elements	Unit Owner Responsibility	REMARKS
Door Hardware, Locks & Keys		X	A passkey must be provided to the Association for access including storm doors.
Door Seals, Insulation & Weatherstripping		X	Unit owners should ensure that all doors are resealed/caulked periodically to ensure they remain watertight.
Doors-All Unit- Installation, Maintenance, Repair, Replacement		X	Architectural approval (ARC) is required prior to the installation of any new doors, <u>including storm doors.</u>
Doors-Interior Painting		X	
Doors-Exterior Painting	X*		The building exteriors are painted based on the reserve/sirs schedule useful life calculations and/or the level of reserve funding available for replacement or repairs. *Requests to paint the front door outside the building's regular reserve schedule will be the unit owner's responsibility (ARC approval required).
Door(s)- Carport	X		
Drainage-Exterior Including Swales	X		
Dryer Vents-Cleaning, Maintenance, Repair, Replacement		X	
Dryer Vents-Exterior Wall Covers Only	X		
Dry Rot & Pest Damage to the Building Structure	X		
Drywall Replacement Due to Damage Caused by Leaks, etc.	X		
Drywall Replacement-Owner Initiated Repairs and/or Renovations		X	
Electric Wiring, Fixtures and Plugs Serving One Unit		X	
Electric Wiring, Fixtures and Plugs Serving Two or More Units	X		
Electric Supply Boxes Serving Two or More Units	X		
Elevators	X		
Elevator Phone lines	X		
Electrical Room Doors	X		
Fans		X	
Fences & Gates including Pool Area	X		
Fire Equipment and Backflow-Exterior	X		
Fire Detection and Suppression-Interior		X	

HARMONY ISLAND CONDOMINIUM ASSOCIATION

Maintenance, Repair and Replacement Responsibility Chart

ITEM	Harmony Island Association Responsibility Common Elements	Unit Owner Responsibility	REMARKS
Firestopping-Serving One Unit including during Repiping		X	
Firestopping-Serving Two or More Units	X		
Flooring-Interior Unit Only		X	Architectural approval (ARC) is required <u>prior</u> to the installation of all interior unit flooring. See Harmony Island Rules and Regulations for more information. See Balconies, Porches and Lanais-Flooring, Tile, etc. for specific information regarding balcony/porch flooring responsibility.
Foundations	X		
Furniture, Furnishings and Personal Items		X	
Garage-Automatic Doors-Maintenance Area	X		See carport for limited common element assigned garages
Garbage Enclosure including Gates, Hardware, Etc.	X		
Grand Harbor Golf and Tennis Club	N/A	N/A	Grand Harbor Golf and Tennis Club is private and self-funded. No unit owner assessments/dues go to the club from Harmony Island or the Grand Harbor Community Association.
Gutters Systems	X		The gutter system is replaced based on the reserve/sirs schedule useful life calculations and/or the level of reserve funding available for replacement or repairs.
Hose Bibs Serving Common Area	X		
Hot Water Heaters		X	
Housing Costs		X	All costs incurred as a result of common element repairs and/or maintenance that require the unit owner to move out of the unit to complete them. (Examples: post-hurricane repairs and/or any other casualty event, common element repairs to the interior subfloor, termite tenting, etc.) Check your HO6 policy for coverages.
Hurricane Shutters-Installation, Repair, Replacement and Removal		X	The unit owner is responsible for hurricane shutter removal and reinstallation when necessary for common element repair and/or maintenance. Hurricane shutter installation and/or reinstallation requires ARC approval. New installations will only be considered for approval over the windows and doors (glazed openings).

HARMONY ISLAND CONDOMINIUM ASSOCIATION

Maintenance, Repair and Replacement Responsibility Chart

ITEM	Harmony Island Association Responsibility Common Elements	Unit Owner Responsibility	REMARKS
Improvements-Upgrades to Home Interiors		X	
Indoor Vents		X	
Insurance-Property, Liability, Flood, Etc. to Insure the Limited Common Elements and Common Elements	X		
Insurance-Unit Owner H06 Policy		X	
Insulation	X		
Interior Doors and Frames		X	
Interior Finished Surfaces		X	Examples-Baseboards, Ceilings, Floors, Floor Coverings, Painted Surfaces, Walls, Crown Molding, etc.
Irrigation Systems	X		
Lampposts	X		
Landscaping	X		The grass is mowed weekly except during the winter months. Landscaping is trimmed and/or pruned monthly based on a set standard by plant type/location. Individual shrubs may be trimmed less frequently. For example, hibiscus are hard pruned in May and then trimmed as necessary until October. Unit owners are not permitted to install and/or plant landscaping anywhere in the common elements.
Landscaping-Damage Replacement.		X	The unit owner will be charged for plant damage caused by repiping, water leaks, or damage caused by any unit owner renovation or repair. All common element landscaping must be installed/replaced/planted by the Association's contracted landscaper.
Lighting Fixtures-Interiors		X	Includes the balcony or porch light which is tied to the interior unit electric which serves one owner. All replacement balcony or porch lights must be black.
Lighting Fixtures-Exterior	X		Excludes the balcony and/or porch light. See comment above.

HARMONY ISLAND CONDOMINIUM ASSOCIATION

Maintenance, Repair and Replacement Responsibility Chart

ITEM	Harmony Island Association Responsibility Common Elements	Unit Owner Responsibility	REMARKS
Other Owner Responsibilities		X	Any damage caused by negligence or willful acts of omission caused by the owner, the owner's family or guests, lessees, tenants, licensees, or contractors. <u>Or</u> any other damage resulting and/or originating from the unit as described in the governing documents or Harmony Island Rules and Regulations, particularly those items maintained exclusively by the Unit Owner.
Owner Modifications, Installations, and Improvements		X	The Unit Owner is responsible for submitting an Architectural Modification Review Form (ARC), if required, prior to any installation and/or modification. If you are uncertain whether approval is necessary, refer to the Harmony Island Rules and Regulations and/or contact A.R. Choice Management. Failure to seek Architectural Modification Review Committee and/or Harmony Board of Directors approval could result in additional owner expenses to remove unapproved installation and/or modifications.
Painting-Interior Surfaces		X	
Parking lots	X		
Personal Property		X	
Pest Control-Indoor	X		Each building is sprayed quarterly based on a communicated schedule. Reapplication spraying is provided by appointment.
Pest Control-Outdoor	X		
Phone lines including lines to the Main Box in Each Building		X	
Plumbing-All Fixtures, Drain Lines and Potable Water Lines that Serve One Unit		X	This includes all potable water lines to the water service (meter) including the underground pipes running through the common elements.
Plumbing-Pipes and/or Drains that Service Two or More Units	X		
Ponds/Lakes	N/A	N/A	Grand Harbor Community Association is responsible for all waterways. Harmony Island has no direct responsibility or control.

HARMONY ISLAND CONDOMINIUM ASSOCIATION

Maintenance, Repair and Replacement Responsibility Chart

ITEM	Harmony Island Association Responsibility Common Elements	Unit Owner Responsibility	REMARKS
Pool & Spa including Tiles, Walkways, Heaters, Electric, Water, Bathrooms, etc.)	X		The pool is resurfaced based on the reserve/sirs schedule useful life calculations and/or the level of reserve funding available for replacement or repairs.
Roadway inside Harmony Island	X		The roadway is paved based on the reserve/sirs schedule useful life calculations and/or the level of reserve funding available for replacement or repairs. GHCA is responsible for the main roadways outside of Harmony Island.
Roof Barrel Tile Replacement/Repairs	X		The roof is replaced based on the reserve/sirs schedule useful life calculations and/or the level of reserve funding available for replacement or repairs.
Roof-Garage Flat Roof-Replacement/Repairs	X		The roof is replaced based on the reserve/sirs schedule useful life calculations and/or the level of reserve funding available for replacement or repairs.
Screens and Screen Frames		X	Owner is responsible for all installation, repair, replacement and reinstallation including when necessary for common element repair or maintenance requirements. Screen frame installation requires ARC approval.
Sewage Systems that Serving Two or More Units	X		
Sidewalks	X		
Sinks, Faucets and Drains including Garbage Disposal Systems		X	
Showers and Shower Pans		X	
Smoke Detectors and Alarms		X	
Stairs-Maintenance, Repair, Replacement	X		The Building exteriors are painted based on the reserve/sirs schedule useful life calculations and/or the level of reserve funding available for replacement or repairs.
Storage Closet Contents		X	
Storm Drain System	X		

HARMONY ISLAND CONDOMINIUM ASSOCIATION

Maintenance, Repair and Replacement Responsibility Chart

ITEM	Harmony Island Association Responsibility Common Elements	Unit Owner Responsibility	REMARKS
Subflooring-Excluding Flooring Materials Such As Carpet, Tile and/or Vinyl located upon the Subflooring	X		Unit owner is responsible for the repair, replacement, reinstallation of all personal finishes in the event a repair and/or replacement of the subfloor.
Toilets in Each Unit including Water Supply Lines		X	
Trash Gates and Enclosure	X		
Trash collection	X		
Trees including Oaks, Palms-Trimming and Maintenance	X		Trimming performed on a schedule-annually for oaks, semi-annual for palms.
Utilities-Servicing One Unit		X	
Utilities-Servicing Two or More Units	X		
Vent Stacks that Service Two or More Units	X		
Walkways	X		The walkways are recoated with a special waterproofing material based on the reserve/sirs schedule useful life calculations and/or the level of reserve funding available for replacement or repair. Given the current Balcony and Walkway Restoration Project, repairs and/or maintenance will be closely tied to the construction project timetable for the foreseeable future.
Water Alarm Sensors		X	
Window Seals, Insulation & Weatherstripping		X	Owners should ensure that all windows are resealed/caulked periodically to ensure they remain watertight.
Window Replacement, Repair, Maintenance, including Frames, Glass, Hardware and Screens.		X	Owners are responsible for all window maintenance, including interior and exterior window washing. Architectural approval (ARC) is required prior to the installation of any new windows.

This document is meant as a guide for the Harmony Island Condominium Association Unit Owners who have questions about responsibility for maintenance, repair, and replacement between the Individual Unit Owner and the Harmony Island Condominium Association to which all Unit Owners belong and share a responsibility for the common elements or limited common elements. This document primarily addresses usual "wear and tear" damage and maintenance situations. It may not address every maintenance situation. The Harmony Island Governing Documents, By- laws, Rules and Regulations, as well as, the Florida 718 Condominium laws, define the specific legal responsibility of the Association and the individual Unit Owner. Refer to the Florida Statutes 718.111(11) for specific information regarding how major storm events may impact responsibility. Please contact A.R. Choice Management if you have any questions.

Harmony Island Screen Frame Installation Requirements

- Screen rails and channels are to be determined and designed by installer/contractor as allowed by state and local building codes.
- Screen framing must be white aluminum consistent with Harmony Island architectural standards.
- Criteria required by Engineer-of-Record for re-screening of individual units by unit owners are as follows:
 - a) all aluminum members fastened to walls shall be pre-drilled and urethane sealant installed into hole drilled prior to the anchor installation through aluminum member into wall substraat. Following screen framing installation, all frame work shall be caulked to industry standards, sealing the frame member to the stucco wall finish, utilizing an acceptable urethane sealant/caulking material.
 - b) Screen frame assembly shall be provided with positive drainage as follows:
Ground floor installations: bottom screen framing member shall be elevated a minimum of 1/8-inch above slab using a composite or aluminum shim acceptable to the screen framing manufacturer with adherence to all state and local building codes. These small gaps are necessary to provide adequate drainage to prevent water back up and damage.
2nd and 3rd floor installations: bottom screen framing member shall be provided with a minimum of 2, 1/4-inch drill holes at each end of the bottom screen framing member to ensure no water accumulation can occur in the screen framing.
- All aluminum screen frame installations require approval by the Architectural Modification Review Committee **prior to installation**.

Submit the following information to A.R. Choice:

- a) Architectural Modification Request forms (ARC)
- b) Installation proposal, from a licensed contractor, specifying adherence to the above-mentioned aluminum screen frame installation requirements.