

Section 1

Power and Authority of the Association

The association shall have all of the powers that are specified elsewhere in this Declaration of Condominium, the By-Laws of the corporation and the Articles of Incorporation. In addition, the association shall have all of the powers and authorities conferred by the Condominium Act of the State of Florida.

Section 2

Duties of the Association

The association shall perform all of the duties and shall have all of the responsibilities as are elsewhere specified in this Declaration of Condominium, the Articles of Incorporation, the By-Laws and under the Condominium Act of the State of Florida.

Section 3

Compliance

The association shall at all times comply with all of the provisions elsewhere contained in this Declaration of Condominium, the Articles of Incorporation, the By-Laws of the association and the laws of the State of Florida.

Section 4

Rights to Retain Control of the Board of

Administration Directors and Provisions with Reference
to Transfer of Control

A. Control: When unit owners other than the developer own fifteen percent (15%) or more of the units that will be operated ultimately by the association, the unit owners other than the developer shall be entitled to elect not less than one-third of the members of the Board of the association. Unit owners other

than the developer shall be entitled to elect not less than a majority of the members of the Board: (A) 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 (b) 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 (c) when all of 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, or (d) when some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever shall first occur. The developer shall be entitled to elect not less than one member of the Board of the association as long as the developer holds for sale in the ordinary course of business not less than five percent (5%) of the units in the condominium operated by the association.

B. Notice: Within sixty (60) days after the unit owners other than the developer are entitled to elect a member of members of the Board, the association shall call and give not less than thirty (30) days' nor more than forty (40) days' notice of a meeting of the unit owners to elect members of the Board. The meeting may be called and the notice given by any unit owner if the association fails to do so.

XIX.

Parking

Section 1

Assignment of Parking Spaces

The developer shall establish the parking plan and in connection therewith shall allocate and assign one (1) parking

space to each unit. Guest parking spaces shall be common elements.

All parking assignments made by the developer applicable to a unit shall be noted on the books of the association. The interest of the unit owner in an assigned space may be assigned only to a subsequent transferee of a unit.

Section 2

Compliance with Parking Plan

When the developer has completed the parking plan, unit owners agree that they will park in their respective allocated space and that such plan shall not be changed or amended except upon the affirmative vote of seventy-five percent (75%) of the unit owners and consent of the unit owners affected. The parking plan shall not be recorded in the Public Records, but the association shall keep said plan in its records and make the same available to unit owners at all times.

XX.

General use Regulations and Restrictions

All unit owners, in addition to any other obligation, duty, right and limitation imposed upon them by this Declaration, the Articles of Incorporation, the By-Laws of the association and the Condominium Act shall be subject to and each owner does agree to abide by the following restrictive covenants and regulations which shall be applicable to all unit owners, their families, guests, servants, invitees, tenants and licensees, to wit:

Section 1

Residential Use

No unit shall be used for any purpose other than for

residential purposes except that the developer may use any unsold unit or units as an aid in selling units or as its sales office.

Section 2

Maintenance

All unit owners shall keep and maintain their respective units in good condition and repair and shall promptly pay for all utilities which are separately metered to the unit.

Section 3

Signs, Advertisements, Etc.

No signs, advertisements or posters of any kind shall be displayed anywhere within the limits of the condominium property without the written consent of the association

Section 4

Conduct of Residents

Unit owners, their families, guests, invitees or licensees shall in no way deface, mar, alter, repair or replace any part of the common elements or any balcony or terrace. Unit owners shall be liable to the association for damages caused by any violation of this section.

Section 5

Compliance with Laws

No immoral, improper, offensive or unlawful use shall be made of the condominium property, or of any unit or part thereof. All valid laws, zoning ordinances and regulations of governmental bodies having jurisdiction thereof shall be observed. Responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the condominium property shall be that of the person(s) or entity

responsible for the maintenance and repair of the property concerned.

Section 6

Taxes

Real estate taxes on any unit and personal property taxes payable by the unit owners, if any, shall be paid separately by the owner when the same become due and payable.

Section 7

Regulations may be Promulgated by the Association

Reasonable regulations concerning the use of the condominium property may be made and amended from time to time by the Board of Directors of the association. All such regulations and amendments thereto shall be approved by a vote of not less than seventy-five percent (75%) of all unit owners. Copies of such regulations and amendments thereto shall be furnished by the association to all unit owners and residents of the condominium upon request.

Section 8

Reservation of Developer's Rights

Notwithstanding anything to the contrary contained anywhere in this Declaration, the developer, until the condominium is completed and all units therein are sold, shall have the right to lease any such unsold units without approval of the association. Such leases shall be for not less than ninety (90) days nor longer than one (1) year. Further, developer may make such use of the unsold units and common areas as may facilitate such sales, including, but not limited to, the maintenance of the sales office, the showing of the property and the display of signs.

Section 9

Fireworks and Solicitation Prohibited

Fireworks are strictly forbidden anywhere within the condominium project.

Solicitation of any kind on the condominium property is strictly forbidden.

Section 10

Roadways, Speed Limit and Parking

All vehicles of owners regularly driven or parked on the premises must be registered with the manager and properly identified by condominium tag or decal to be furnished by the association.

Lessees will receive a temporary tag on arrival valid for the duration of their lease.

The maximum speed throughout the condominium project is ten (10) miles per hour.

Parking shall not be permitted anywhere upon any of the common elements within the complex except the designated parking area. Parking shall be limited to marked-off parking spaces only.

As has heretofore been stated, each condominium unit shall be assigned one (1) parking space. Guest parking spaces may not be used for parking cars on a permanent basis.

Use of other owners' parking spaces without their consent is forbidden. Violators will be responsible for any costs involved in moving their vehicle.

Vehicles will be parked inside the marked white lines in such manner as to avoid blocking or restricting the ingress or egress of vehicles to other parking spaces. While away from the premises, the owner's car may be left only in his own assigned parking space. All automobiles must be kept in respectable condition. Such automobiles not kept in a reasonably respectable

condition may be removed from the premises at the owner's expense by the Directors of the association. No vehicle which cannot operate under its own power shall remain on the condominium premises longer than twenty-four (24) hours.

No repairs may be made to any vehicle on the condominium premises except for limited emergency repairs.

No commercial vehicles shall be parked on condominium property overnight.

Guest and invitees of all unit owners must be instructed by their unit hosts to park in the assigned guest parking spaces provided that this shall not prohibit a guest or invitee to park in the space assigned to a unit owner when permission is granted by the unit owner. Handicapped parking has been designated.

Boat trailers, recreational vehicles, all other types of trailers, and all such other like vehicles shall not be parked on condominium property overnight.

Condominium premises, roadways and parking spaces shall not be used for the purpose of storing, cleaning or repairing boats or other watercraft.

The association and the Board of Directors thereof will not be responsible for any damage to vehicles while on the premises.

Any vehicle parked or used in violation of the rules and regulations hereby established may be towed away at the direction of the Board of Directors of the Association at the owner's expense.

Section 11

Sidewalks and Entrances

The sidewalks and entrances and all of the other common elements shall not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises. No bicycles, wagons, chairs, benches, tables, garbage cans, supplies or any other object of similar type or nature shall be

permitted to be stored or placed thereon. The association may remove such items or articles immediately without notice to the unit owner or the owner of any such item or article. Violators shall be liable for any costs involved in removing or correcting any of the conditions that may exist that violate these provisions.

Section 12

Buildings, Exterior

Painting, altering or otherwise changing the exterior of any unit or common element without complying with other provisions herein contained and without the prior written consent of the Board of Directors is prohibited.

Nothing shall be affixed to or attached to or hung or displayed or placed upon the exterior of the building (including awnings and storm shutters) without the written consent of the Board of Directors.

Nothing shall be hung from the windows or from any other part of the building or exterior stone walls or trees. No clothesline or other similar devices shall be allowed on any portion of the condominium property. The cleaning of rugs, mops or other articles from windows or the cleaning of rugs by beating them on the exterior part of the building is prohibited.

The unit owner shall not grow any type of plant, trees, shrubbery or vine outside his unit or on any condominium property without written consent of the Board of Directors. This prohibition shall not preclude unit owners from maintaining house plants. The Board of Directors may from time to time amend or change the basic landscaping designs in its direction. Any and all unauthorized plantings will be removed and corrected where necessary.

The unit owner shall not place any furniture or equipment outside of his unit.

Showing or posting of signs, advertisements or notices of any kind is forbidden. Special permission may be given by the Board of Directors for the posting of signs or notices pertaining to the operation of the condominium and social activities and other related activities pertaining to the condominium.

No television antenna, radio antenna or other like aerials shall be erected outside or on top of any building for any purpose whatsoever.

Owners shall be responsible for the replacement of bulbs and light fixtures that operate from within each unit.

Section 13

Buildings, Interior

Units shall be used only as single-family private dwellings by the owners, family members, social guests and tenants of the owner.

Structural additions or alterations to the interior of the unit without prior consent of the Board of Directors and compliance with the other provisions of this Declaration are prohibited.

Drapes, curtains and light colored liners are permitted on the interior of windows and doors. Under no circumstances shall such lining material as aluminum foil, cardboard, or similar material be permitted on the interior or exterior of windows.

The unit owner shall not permit or suffer anything to be done or kept in the units which will obstruct with the rights of the other unit owners.

Residents shall exercise extreme care in the use of their unit so that other residents are not disturbed. The use of musical instruments, radios, televisions or other sound equipment shall be kept at moderate levels so that other residents will not be disturbed.

The unit owner shall not permit or suffer anything to be done or kept in the unit which will increase the rate of insurance upon the condominium property.

The unit owner shall not commit or permit any nuisance, immoral or illegal acts to be maintained or committed in or about his unit or any other condominium property.

The personal property of the unit owner shall be stored within his respective condominium units or storage area and shall not be stored in any halls, breezeways or upon any of the common elements.

Owner shall be held strictly responsible for notifying guests and renters as to the house rules in effect, and violations by guests and lessees and invitees of the owner which cause additional cost to the association shall be assessed to the unit owner.

Section 14

Pets

Pets shall at all times, when outside of the owner's unit, be on a leash not exceeding six (6) feet maximum length. Pets shall be walked and exercised only along the roadway or in the isolated sections of the condominium property away from the common elements, lawn areas, plants and shrub beds. Any excrement accidentally dropped in the common elements must be picked up, bagged and moved by the pet owner. The term "pets" shall be construed to be limited to mean cats and dogs not to exceed two (2) "pets" per unit. A pet shall not exceed twenty-five pounds nor twenty-five inches in length.

Any pet causing a nuisance or unreasonable disturbance shall be permanently removed promptly upon written notice given by the Board of Directors.

Failure to obey the rules contained within this section may subject the owner, his guests and lessees to legal action and the

costs and attorneys' fees incurred by the association shall be assessed against the offending unit(s).

Section 15

Refuse Disposal

All waste material and refuse that is not disposable in individual units must be bagged and contained securely.

The unit owner shall contact the association for special handling and instructions with reference to disposal of the same. A commercial dumpster shall be provided by the association.

Section 16

Employees or Independent Contractors

Employees or independent contractors of the association are not permitted to perform personal services for owners during working hours.

Employees or independent contractors are to be instructed, directed and disciplined by the manager of the employee's immediate superior only. Owners must not issue orders or directions to the employees or independent contractors.

Reports concerning the conduct, activities or work habits of an employee or independent contractor should be filed with the manager in writing.

Section 17

Rentals and Guests During Owner's Absence

All provisions of the Declaration of Condominium, By-Laws and policies set out in these condominium papers relating to the rental of units will be strictly enforced.

A lessee may not sublet units.

Section 18

Resale

Prior to finalizing a resale, the owner of the unit to be sold must submit to the association notice of an intent to resell his unit. At that time, there shall be furnished to the association a copy of the sales contract and a membership application for the prospective purchaser. At least thirty (30) days before closing the prospective sale, all purchasers may be interviewed by the Board of Directors of the association.

All provisions of the Declaration of Condominium relating to the resale of units will be strictly enforced. Reference should be made to paragraph XXI of this Declaration of Condominium for provisions pertaining to conveyance of ownership of units.

Section 19

Complaints

All complaints of any nature whatsoever are to be made in writing to the management office.

Section 20

Children

No one under eighteen years of age shall own a condominium unit.

All visiting children shall be supervised by a parent or other responsible adult at all times and shall not be permitted to conduct themselves so as to create a nuisance or disturb other residents of the condominium.

The intent of the regulations listed above is to assure maximum use of the facilities for the benefit of all owners, and exceptions will be made only in keeping with that spirit. These rules are made for the benefit of the condominium community as a whole, and any violation of them may result in a loss of privileges or other penalties at the discretion of the Board of Directors.

XXI.

Transfer of Condominium Units or Parcels

Leasing, Time Share Prohibited

Section 1

Sales and Conveyances

Prior to the sale or transfer of a condominium unit or parcel, any member desiring to sell or transfer shall first submit the name of the proposed purchaser and the contract of sale to the Board of Directors for their approval or disapproval. The Board of Directors shall give its approval or disapproval within thirty (30) days from the date of the submission of the contract of sale. If approved, the approval of the Board shall be in writing and shall be executed in such manner as to entitle it to be recorded in the Public Records of St. Lucie County, Florida. If no action is taken by the Board of Directors within thirty (30) days, the transfer shall be deemed to have been approved by the Board of Directors, and the Board shall provide its written consent upon request of the seller or purchaser, which consent shall be executed in such manner as to entitle it to be recorded in the Public Records of St. Lucie County, Florida.

If the transfer be disapproved, the association shall have thirty (30) days from the date of disapproval within which to purchase the condominium parcel upon the same terms and

conditions as are contained in the contract of sale submitted by the owner. If the association fails to exercise its option to purchase within thirty (30) days, or has not provided an approved purchaser who executes a contract of sale upon the same terms and conditions within said time, then the unit owner shall be free to sell and convey to the intended purchaser.

The provisions of this section shall not be applicable to any sale made by the developer or its assigns nor to any sale or transfer made by an institutional mortgagee acquiring title as the result of its foreclosure or by voluntary acceptance of the transfer of title in lieu of such foreclosure nor to a purchaser acquiring title through such foreclosure proceedings, nor to any person accepting title in lieu of such foreclosure, nor to sales made pursuant to order or decree of court in connection with the foreclosure of an institutional first mortgage.

Section 2

Leasing

No unit shall be leased or rented by the respective unit owner thereof for transient or hotel purposes which are hereby defined as (A) rentals for less than thirty (30) days or (B) rentals where the occupants of the unit are to be provided services such as room service for food and beverage, maid service, furnishing of laundry, linens and bellboy service. Other than the foregoing, the owner or owners of the respective unit shall have the right to lease the same provided that all such leases are first approved by the association and are made subject to this Declaration, the Articles of Incorporation of the association and the By-Laws of the association. The leasing of a unit shall not relieve the owner thereof from paying his share of assessments.

Section 3

Exceptions

The provisions of this paragraph XXI shall not apply to:

- A. The surviving spouse, lineal descendants, or heirs at law of a unit owner or his devisees under the unit owner's Last Will and Testament who acquire title to the unit of the deceased owner by intestacy or under the Will of the unit owner. Any person acquiring title in either manner shall furnish to the Board of Directors in recordable form such evidence as will legally show the acquisition of title by such person. Such papers or evidence shall be recorded in the Public Records of St. Lucie County, Florida, at the expense of any such person acquiring ownership in the manner herein stated.
- B. The restrictions on transfer shall not apply to the surviving spouse of any deceased unit owner where the title to the unit is held by the spouses as tenants by the entirety.
- C. These restrictions shall not apply where title to a unit has passed to a joint tenant by right of survivorship where such surviving tenant has previously been approved as an owner. Nor shall the restrictions apply where a joint owner transfers his interest to any other joint owner of a unit who has been previously approved as an owner.
- D. The prohibitions against transfer shall not apply to the owner of another unit in the condominium.

Section 4

Time Sharing or Interval Ownership

No time sharing ownership nor interval ownership of any apartment shall be permitted.

XXII.

EQUITABLE SERVITUDES RUNNING WITH THE LAND

All provisions of this Declaration are enforceable equitable

servitudes running with the land and are effective until the condominium is terminated.

XXIII.

OFFICIAL RECORDS

A. From the inception of the association, the association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the association.

1. The plans, permits, warranties, and other items provided by the developer pursuant to F.S. 718.301(4);
2. A photocopy of the recorded declaration of each condominium operated by the association and all amendments thereto;
3. A photocopy of the recorded bylaws of the association and all amendments thereto;
4. A certified copy of the articles of incorporation of the association or other documents creating the association and all amendments thereto;
5. A copy of the current rules of the association;
6. A book or books containing the minutes of all meetings of the association of the board of directors, and of unit owners, which minutes shall be retained for a period of not less than 7 years.
7. A current roster of all unit owners, their mailing addresses, unit identifications, voting certifications, and if known, telephone numbers;
8. All current insurance policies of the association and condominiums operated by the association;
9. A current copy of any management agreement, lease, or other contract to which the association is a party or under which the association or the unit owners have an obligation or responsibility;

10. Bills of sale or transfer for all property owned by the association;

11. Accounting records for the association and separate accounting records for each condominium it operates, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but are not limited to:

a. Accurate, itemized, and detailed records of all receipts and expenditures.

b. A current account and a monthly, bimonthly, or quarterly statement of the account for each unit designating the name of the unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

c. All audits, reviews, accounting statements, and financial reports of the association or condominium.

d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;

12. Ballots, sign-in sheets, voting proxies, and all other papers relating to elections which shall be maintained for a period of 1 year from the date of the meeting to which the document relates;

13. All rental records where the association is acting as agent for the rental of condominium units.

XXIV.

ARBITRATION

Voluntary arbitration of disputes is recommended and, if initiated, will follow the procedures and rules and employ the arbitrators of the Division of Florida Land Sales, Condominiums, and Mobile Homes of the Department of Business Regulation. The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in

this provision shall be construed to foreclose parties from proceeding in a trial de novo; if such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence. Any party may seek enforcement of the final decision of an arbitrator in a court of competent jurisdiction.

XXV.

GENDER

The use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

XXVI.

CAPTION LINES

Caption lines are inserted in this Declaration of Condominium for convenience and reference only and shall not be taken in any way to limit or describe the scope of this Declaration of Condominium or any provision thereof.

XXVII.

SUBMISSION TO CONDOMINIUM

CARLTON VILLAS OF HUTCHINSON ISLAND, a venture of MARTIN-BROWNE INVESTMENTS, INC., the owner in fee simple of the lands described in this Declaration of Condominium does hereby submit said lands to condominium pursuant to the provisions herein contained and exhibits hereto.

XXVIII.

THE CONDOMINIUM ACT OF FLORIDA

All references to the Condominium Act of Florida are to Chapter 718 of the Florida Statutes as it is presently drafted and adopted on the date of this Declaration and does not

incorporate future amendments by reference. This Declaration shall only be amended according to its terms.

EXECUTED this 30 day of June A.D., 1987.

Signed, sealed and delivered in the presence of:

[Signature]
[Signature]

CARLTON VILLAS OF HUTCHINSON ISLAND, a venture of MARTIN-BROWNE INVESTMENTS, INC.

By: [Signature]
Stuart Martin, President

STATE OF FLORIDA
COUNTY OF ST. LUCIE

BEFORE ME, an officer duly authorized to take acknowledgments, personally appeared STUART MARTIN, known to me to be the President of MARTIN-BROWNE INVESTMENTS, INC., and I certify that he acknowledged executing the foregoing in the presence of two subscribing witnesses as an act of said corporation under authority duly vested in him by said corporation for and on behalf of corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of June A.D., 1987.

[Signature]
Notary Public
State of Florida at Large

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: NOV. 1, 1990.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.