

**AMENDED AND RESTATED
DECLARATION OF CONDOMINIUM OF
ISLAND DUNES OCEANSIDE I CONDOMINIUM**

The purpose of this Amended and Restated Declaration of Condominium of Island Dunes Oceanside I Condominium is to continue the purpose of the Declaration of Condominium recorded in Official Records Book 634, Page 2331 et seq. and amended at OR Book 653, Page 1705 et seq.; OR Book 717, Page 2457 et seq.; OR Book 727, Page 1285 et seq.; OR Book 857, Page 1657 et seq.; OR Book 889, Page 2697 et seq.; OR Book 955, Page 1175 et seq.; OR Book 1513, Page 2997 et seq.; OR Book 3295, Page 1321 et seq. and OR Book 3744, Page 877 in the official records of St. Lucie County, Florida.

**ARTICLE I
SUBMISSION STATEMENT**

A. SUBMISSION STATEMENT. By this Declaration of Condominium, it is hereby submitted to condominium ownership under and pursuant to the Condominium Act of the State of Florida, Chapter 718, Florida Statutes, as the same may be from time to time amended (the "Condominium Act"), that certain tract of land situated in St. Lucie County, Florida, which is described on Exhibit No. 1 attached hereto and incorporated herein by reference (said tract of land being hereinafter referred to as the "Land") together with all improvements situated thereon (the "Land", together with all improvements situated thereon, being hereinafter referred to as the "Condominium Property"). The Condominium Property contains 134 Units (as said term hereinafter defined) located in a 14 story high rise residential structure.

B. NAME OF CONDOMINIUM. The name by which the condominium created by this Declaration of Condominium (hereinafter referred to as the "Condominium") is to be identified is Island Dunes Oceanside Condominium I.

**ARTICLE II
DEFINITIONS**

When used in this Declaration of Condominium, the following terms (unless the context clearly requires otherwise) shall have the following respective meanings:

A. "Articles of Incorporation" means the Articles of Incorporation of the Condominium Association, a copy of which is attached as Exhibit No. 3 to this Declaration of Condominium and incorporated herein by reference, as the same may be from time to time amended.

B. "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.

C. "Board of Directors" means the Board of Directors of the Condominium Association.

D. "Building" means the residential building containing all of the 134 Units.

E. "By-Laws" means the By-Laws of the Condominium Association, a copy of which is attached as Exhibit No. 4 to this Declaration of Condominium and incorporated herein by reference, as the same may be from time to time amended.

F. "Common Elements" means those portions of the Condominium Property not included in the Units. The Common Elements are described in Article IV of this Declaration of Condominium and delineated in the Survey Exhibits.

G. "Common Expenses" means the expenses for which the Unit Owners are liable to the Condominium Association, as the same are more particularly described in Article VI of this Declaration of Condominium.

H. "Common Property" means that real property which comprises the Island Dunes Country Club, including certain recreational facilities that are used and enjoyed by the Unit Owners of Island Dunes Oceanside Condominium I in common with others.

I. "Common Surplus" means the excess of all receipts of the Condominium Association, collected on behalf of the Condominium including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

J. "Commonly Insured Real Property" means the entirety of the Common Elements and all real property improvements and fixtures located within, installed in, or forming a part of a Unit, including the fixtures, installations or additions comprising that part of the Building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed in accordance with the Survey Exhibits.

K. "Condominium Act" means and refers to the Condominium Act of the State of Florida (Florida Statutes Chapter 718), as the same may be from time to time amended.

L. "Condominium Association" means the ISLAND DUNES OCEANSIDE I CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, which is the entity responsibly for the operation of the Condominium.

M. "Condominium Documents" means this Declaration of Condominium and the exhibits hereto, as the same may be from time to time amended.

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

O. "Condominium Property" means the Land and personal property subjected to condominium ownership and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium. Property owned by the Island Dunes Oceanside Property Owners Association or the Island Dunes Country Club is not Condominium Property.

P. "Country Club Declaration of Covenants" means the certain Declaration of Covenants, Restrictions and Easements for the Island Dunes Country Club, recorded in the Public Records of St. Lucie County, Florida at O.R. Book 573, Page 15 which establishes the development, maintenance and usage of certain recreational and other facilities which

shall be used and enjoyed by the Unit Owners of Island Dunes Oceanside Condominium I, in common with others.

Q. "Declaration of Condominium" means this instrument, as it may be from time to time amended.

R. "Island Dunes Country Club" means the ISLAND DUNES COUNTRY CLUB, INC., a Florida corporation not for profit, which is charged with certain responsibilities by the Country Club Declaration of Covenants.

S. "Island Dunes Oceanside Declaration of Covenants" means that certain Island Dunes Oceanside Declaration of Covenants, Restrictions and Easements, to be recorded in Public Records of the County of St. Lucie and which establishes, in part, the development, maintenance and usage of certain recreational, parking and other facilities which shall be used and enjoyed by the Unit Owners of Island Dunes Oceanside Condominium I, possibly in common with others.

T. "Island Dunes Oceanside Property Owners' Association" means the ISLAND DUNES OCEANSIDE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, which is charged with certain responsibilities by the Island Dunes Oceanside Declaration of Covenants.

U. "Land" means that certain tract of ground, situated in St. Lucie County, Florida, which is described in Exhibit No. 1 attached hereto and incorporated herein by reference.

V. "Limited Common Elements" means those Common Elements which are reserved for the use of certain Unit or Units to the exclusion of all other Units. The Limited Common Elements are described in Article IV of this Declaration of Condominium delineated by the Survey Exhibits.

W. "Occupant" means the person or persons, other than the Unit Owner, in possession of a unit.

X. "Survey Exhibits" means the Surveyor's Certificate, the legal description of and survey of the Land, graphic description, dimensions and locations on an "as built basis" of improvements and plot plan thereof, and floor plans of each type of Unit, all of which are attached as Exhibit No. 1 to this Declaration of Condominium and are incorporated herein by reference.

Y. "Unit" means a part of the Condominium Property which is subject to exclusive ownership. The Units are described in Article III of this Declaration and delineated in the Survey Exhibits.

Z. "Unit Owner" means the owner or owners of a Condominium Parcel.

ARTICLE III UNITS

A. IDENTIFICATION OF UNITS. Each Unit is identified on the Survey Exhibits by a specific three or four digit Arabic number with the exception of Units located on the

fourteenth (14th) or Penthouse floor which are identified by the prefix "PH" and a one or two digit number. No Unit bears the same designation as any other Unit.

The first one or two digits from right to left designate the specific location of the Unit on the relevant floor of the Building. The remaining digits of the Unit number or the prefix "PH" designate on which floor of the building the Unit is located.

Accordingly, the Unit designated "1004" designates the tenth floor at a specific location. The Unit designated "403" designates the fourth floor at a specific location. The Unit designated "PH 4" designates the Penthouse floor at a specific location.

The Building contains five types of Units:

Type "A" Units, called "Spinnaker", are located on the second (2nd) through Penthouse floors of the Building and contain one (1) bedroom and two (2) baths;

Type "B" Units, called "Schooner", are located on the second (2nd) through Penthouse floors of the Building and contain two (2) bedrooms and two (2) baths;

Type "B2" Units, called "Schooner 2", are located on the first (1st) floor of the building and contain two (2) bedrooms and two (2) baths;

Type "C" Units, called "Tradewind", are located on the second (2nd) through Penthouse floors in the corners of the building and contain two (2) bedrooms, one (1) den and two (2) baths; and

Type "D" Units, called "Passport", are located on the second (2nd) through Penthouse floors in the middle of each floor and contain two (2) bedrooms, one (1) den and two (2) baths.

As the Survey Exhibits depict, there are 26 Type "A" Units, 54 Type "B" Units, 2 Type "B2" Units, 26 Type "C" Units and 26 Type "D" Units in the Building.

B. DESCRIPTION OF UNITS. Each Unit is located and bounded as shown on the Survey Exhibits. The intent of the Survey Exhibits is to delineate the following as the precise perimetrical, upper and lower boundaries of Units:

1. Perimetrical Boundaries of Units – The precise perimetrical boundary of all Units is the exterior (i.e. unexposed) surface of all drywall bounding the Unit; the undecorated interior surfaces of any window frames, window sills, doors and door frames bounding the Unit; and the interior surfaces of any window panes or sliding glass door panes bounding the Unit;

2. Lower Boundaries of Units – The precise lower boundary of all Units is the topside of the concrete floor slab bounding the Units; and

3. Upper Boundaries of Units – The precise upper boundary of all Units, is the bottom side of the concrete ceiling bounding the Unit.

ARTICE IV
COMMON ELEMENTS; LIMITED COMMON ELEMENTS

A. COMMON ELEMENTS.

The Common Elements are located and bounded as shown on the Survey Exhibits. Each Unit shall have appurtenant thereto an undivided share in the Common Elements, expressed as a percentage, as set forth in Exhibit No. 2 attached hereto and incorporated herein by reference.

The fee title to each Unit shall include both the Unit and the undivided share in the Common Elements appurtenant to such Unit and such undivided share in the Common Elements shall be deemed to be conveyed or encumbered with its respective Unit, even though the description in the instrument of conveyance or encumbrance may refer only to the Unit. Any attempt to separate the fee title to a Unit from the undivided share in the Common Elements appurtenant to such Unit shall be null and void.

The Board of Directors of the Island Dunes Oceanside I Condominium Association, Inc., shall have the authority to adopt rules and regulations respecting the use and enjoyment of the Common Elements.

B. LIMITED COMMON ELEMENTS.

1. Certain of the Common Elements, including, but not limited to, certain air conditioning compressors, balconies, storage lockers, one roof sun deck and access thereto, have been designated as Limited Common Elements. The owner of the Unit to which the particular Limited Common Elements are appurtenant shall have the exclusive right to use and enjoy such Limited Common Elements, subject, inter alia, to the provisions hereinafter set forth. The Limited Common Elements are located and bounded as shown on the Survey Exhibits.

Appurtenant to every Unit is a Limited Common Element which is a storage locker (said Limited Common Element being hereinafter referred to as a "Storage Locker"). The owner of the Unit to which a Storage Locker is appurtenant shall be responsible for maintaining the Storage Locker in a clean and orderly manner and for the maintenance, repair and replacement of all improvements of such area.

Appurtenant to every Unit is a Limited Common Element which is a balcony (said Limited Common Element being hereinafter referred to as a "Balcony"). The owner of the Unit to which a Balcony is appurtenant shall be responsible for maintaining the Balcony in a clean and orderly manner and for the maintenance, repair and replacement of all improvements of such area, including, but not limited to, the balcony railings and floor coverings.

Appurtenant to the Tradewind Unit PH 10, situated on the Penthouse floor of the Building, is a Limited Common Element consisting of a roof sun deck with access thereto (said Limited Common Element being hereinafter referred to as the "Roof Sun Deck"). The owner of the Unit on the Penthouse floor to which the Roof Sun Deck is appurtenant shall be responsible for maintaining the Roof Sun Deck in a clean and orderly manner and for the maintenance, repair and replacement of all improvements of such area.

Appurtenant to every Type "C" (Tradewind) Unit is a Limited Common Element which is a storage room (said Limited Common Element being hereinafter referred to as a "Storage Room"). The owner of the Tradewind Unit to which a Storage Room is appurtenant shall be responsible for maintaining the Storage Room in a clean and orderly manner and for the maintenance, repair and replacement of all improvements of such area.

Appurtenant to every Type "D" (Passport) Unit is a Limited Common Element which is an entrance way (said Limited Common Element being hereinafter referred to as an "Entrance Way"). The owner of the Passport Unit to which an Entrance Way is appurtenant shall be responsible for maintaining the Entrance Way in a clean and orderly manner and for the maintenance, repair and replacement of all improvements of such area.

2. The owner of the Unit to which each particular Limited Common Element is appurtenant shall indemnify, hold harmless and defend the Condominium Association and all other Unit Owners from and against all claims, liabilities, losses and expenses (including reasonable attorneys' fees) for personal injuries or death or damage to property arising out of the ownership and/or use of such Limited Common Element.

3. For purposes of this Declaration of Condominium, the term "Limited Common Element Change" shall mean and refer to: (i) any physical addition, alteration or modification to or upon a Limited Common Element; (ii) any painting of a Limited Common Element or portion thereof (except repainting to any original or previously approved color); and (iii) the placing or installation of any drapes, shades, curtains, rollups or other similar materials in or on a Limited Common Element. There shall be no Limited Common Element Change with respect to such Limited Common Element unless the Board of Directors has given its prior written approval to the particular Limited Common Element Change for the particular Limited Common Element. All applications to the Board of Directors for such approval shall be in writing and the Board of Directors shall have the right to require the Unit Owner to submit plans and specifications, evidence of compliance with applicable building and zoning laws, and such other items as the Board of Directors shall reasonably request before considering any application for approval. The Board of Directors shall have the right to determine, in the Board's sole and absolute discretion, whether any such application for a Limited Common Element Change should be granted or denied, and the decision of the Board of Directors shall be final.

If any Unit Owner shall make or permit any Limited Common Element Change without the prior written approval of the Board of Directors, the Condominium Association shall have the right, in addition to all other available rights or remedies, to enter upon the Limited Common Element, and, without liability to the Unit Owner for so doing, to remove or otherwise eliminate the non-approved Limited Common Element Change, and the offending Unit Owner shall reimburse the Condominium Association, upon demand, for all costs and expenses incurred by the Condominium Association in so doing.

ARTICLE V EASEMENTS

A. The Units and Common Elements shall be and hereby are made subject to an easement for such utility services as are desirable or necessary to serve adequately the Condominium Property, and any other property, including the right to install, lay, maintain,

repair, relocate and/or replace any utility lines and/or equipment over, under, or along the Condominium Property; provided that any such easement through a Unit shall not be enlarged or extended beyond its extent on the date of the first conveyance of said Unit after this Declaration of Condominium is recorded without the consent of the Unit Owner.

B. Each Unit Owner shall have an easement for structural support over every other Unit and portion of the Common Elements supporting such Unit, and each portion of the Common Elements shall have an easement for support over all Units and all portions of the Common Elements supporting such portion of the Common Elements.

C. Each Unit shall be and hereby is made subject to an easement in favor of the Condominium Association for entrance to the Unit to maintain, repair or replace the Common Elements.

D. All of the Condominium Property shall be and hereby is made subject to easements for encroachments which now or hereafter exist caused by settlement or movement of any improvements upon the Condominium Property or caused by minor inaccuracies in the construction, repair or alteration of such improvements, and such easements shall continue until such encroachments no longer exist.

E. An easement has been reserved to install and maintain upon, through and under the Common Elements such electric, water, sewer, telephone, radio, television, drainage and utility lines, mains, cables, systems and necessary or desirable to be used in connection with the Island Dunes Oceanside Property Owners' Association, the Island Dunes Country Club, or any other real property, provided only that the maintenance of such lines, mains, cables, systems and facilities does not materially and permanently interfere with the uses for which the Common Elements or any portion thereof are intended.

F. Each Unit Owner, for himself, his family members, agents, guests and invitees, shall have a non-exclusive easement for ingress and egress to and from the public ways over such streets, walks, and rights-of-way which are part of the Common Elements and which serve the Units of the Condominium. All easements for ingress and egress shall not be encumbered except as provided in the Condominium Act.

G. The Unit on the Penthouse floor with a Roof Sun Deck as an appurtenance shall have an easement for ingress and egress to and from the Roof Sun Deck appurtenant to such Unit.

H. The easements set forth in Article V A, B, C, D, E, F and G supra, shall run with the Land and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns.

ARTICLE VI COMMON EXPENSES AND COMMON SURPLUS

A. The following are hereby designated as Common Expenses:

1. Expenses for the operation, maintenance, repair and/or replacement of the Common Elements, including such amounts, if any, as the Board of Directors shall deem necessary to establish reserves for replacement of the Common Elements;

2. Expenses of the Condominium Association in carrying out its powers and duties;

3. Expenses of obtaining trash removal service for all Unit Owners;

4. Expenses of obtaining services for use in connection with the operation and maintenance of the Common Elements, including but not limited to, the following: electric service, water service, sewer service, trash removal service, pest control service, and security service, if any;

5. Premiums on all policies of insurance maintained by the Board of Directors pursuant to the Article XII hereof;

6. Fees or compensation due to any manager retained by the Condominium Association;

7. All assessments duly imposed by the Island Dunes Oceanside Property Owners Association against all Unit Owners which the Island Dunes Oceanside Property Owners Association has requested to be collected as a Common Expense;

8. All assessments duly imposed by the Island Dunes Country Club against all Unit Owners which the Island Dunes Country Club has requested to be collected as a Common Expense;

9. Such amounts as the Board of Directors deems appropriate for working capital, general operating reserves, reserves for contingencies and those reserves necessary to make up any uncollectible delinquencies in the payment of Assessments;

10. Fees payable by the Unit Owners to the Division of Florida Land Sales and Condominiums;

11. Any expense designated as a Common Expense by the provisions of the Condominium Act, this Declaration of Condominium or the By-Laws; and

12. Expenses agreed upon as Common Expenses by all Unit Owners.

13. Expenses of obtaining services from a certified operator for pest control as defined by Florida Statute 428.021(15) for each individual unit.

B. The Common Expenses shall be shared by, and the Common Surplus shall be owned by, each of the Unit Owners in proportion to each Unit Owner's undivided share in the Common Elements. Assessments payable to Unit Owners by reason of their ownership of a Limited Common Element appurtenant to their Unit shall be treated as an Assessment for Common Expenses.

No Unit Owner may avoid liability for Assessments by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made or otherwise.

ARTICLE VII
AMENDMENT OF DECLARATION OF CONDOMINIUM

A. Except as to matters described in Paragraphs B and C, of this Article VII, this Declaration of Condominium may be amended by the affirmative vote of not less than two-thirds (2/3) of the Unit Owners at any regular or special meeting of the Unit Owners called and held in accordance with the By-Laws or by written consent in lieu of a meeting. Such amendment shall be evidenced by a certificate executed by the Condominium Association in recordable form in accordance with the Condominium Act, and a true and correct copy of such amendment shall be mailed by certified mail to all holders of Approved Mortgages (as said term is defined in Article XI B hereof). The amendment shall become effective upon the recording of such certificate in the Public Records of St. Lucie County, Florida.

B. No amendment to this Declaration of Condominium shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the undivided share in the Common Elements appurtenant to any Unit, or change the proportion or percentage by which any Unit Owner shares the Common Expenses or owns the Common Surplus, or change any Unit Owner's voting rights in the Condominium Association unless the Owners of all such Units and the holders of all Approved Mortgages (as said term is defined in Article XI B hereof) which are liens upon such Units shall consent in writing thereto.

C. No amendment to this Declaration of Condominium shall be made which shall materially impair or prejudice the rights, priorities or security of the holder of any Approved Mortgage (as said term is defined in Article XI B hereof) unless two thirds (2/3) of all holders of Approved Mortgages which are liens upon Units in the Condominium on the date sixty (60) days prior to the date that such amendment is adopted by the Unit Owners shall consent in writing to such amendment.

ARTICLE VIII
VOTING RIGHTS OF UNIT OWNERS

A. Each Owner or the Owners collectively of a Unit shall be members of the Condominium Association and shall be entitled to one (1) vote with respect to all matters on which a vote by Unit Owners is to be taken under the Condominium Documents or the Condominium Act.

B. Subject to the provisions of Article VIII C hereof, the vote of the Owners of a Unit owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Unit or, if appropriate, by duly authorized officers, partners or principals of the respective legal entity, and filed with the Secretary of the Condominium Association. Such certificate shall be valid until revoked by a subsequent certificate. If such certificate is not filed with the Secretary of the Condominium Association, the vote of the Owners of such Unit shall not be considered for any purpose.

C. Unless a certificate is filed with the Secretary of the Condominium Association, pursuant to Section VIII B hereof, any vote of the Owners of a Unit owned solely by a husband and wife shall be cast by either the husband or the wife, and any vote so cast shall be binding on the Owners of such Unit.

ARTICLE IX
THE CONDOMINIUM ASSOCIATION

The entity responsible for the operation of the Condominium is the Island Dunes Oceanside I Condominium Association, Inc., a Florida corporation not for profit. A copy of the Articles of Incorporation of the Island Dunes Oceanside I Condominium Association, Inc. is attached as Exhibit No. 3 to this Declaration of Condominium and incorporated herein by reference. A copy of the By-Laws of the Island Dunes Oceanside I Condominium Association, Inc. is attached as Exhibit 4 to this Declaration of Condominium and incorporated herein by reference.

ARTICLE X
ASSESSMENTS

The Condominium Association, acting through its Board of Directors in accordance with the By-Laws, shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the Common Expenses, including, but not limited to, such amounts as are necessary for uncollectible Assessments, budget deficits, such reserves for maintenance, repairs and replacement of those portions of the Common Elements that may be replaced on a periodic basis as the Board shall deem necessary or prudent, and such other expenses as are specifically provided for in the Condominium Act, this Declaration of Condominium or the By-Laws. Assessments sufficient to provide for the Common Expenses shall be made from time to time against each Unit Owner in accordance with Article VI of this Declaration of Condominium.

Assessments that are unpaid for over fifteen (15) days after the due date shall bear interest at a rate equal to the maximum legal rate permitted under controlling law, from the due date until paid. Additionally, the Association may charge a late fee of twenty-five (\$25.00) dollars on any delinquent assessment or installment thereof. Regular Assessments shall be due and payable quarterly on the first (1st) day of each January, April, July and October, unless the Board of Directors shall otherwise determine.

The Condominium Association shall have a lien on each Unit for any unpaid Assessments, together with interest and late charges thereon, owed by the Unit Owner of such Unit. Attorney's fees (including fees in appellate proceedings) incurred by the Condominium Association incident to the collection of any Assessment or the enforcement of such lien, together with sums advanced or paid by the Condominium Association in order to preserve and protect its lien, shall be payable by the Unit Owner upon demand and shall be 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 it shall so determine. Said lien shall be effective from and after the recording of a claim of a lien as and in the manner provided by the Condominium Act, and shall have the priorities established by said Act. The Condominium 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 the Condominium Association covered by the lien enforced.

Where the holder of a mortgage of record or other purchaser of a Unit obtains title to a Unit as a result of foreclosure or by deed in lieu of foreclosure, such acquirer of title, its successors and assigns, shall only be liable for the share of Common Expenses or Assessments by the Condominium Association pertaining to such Unit, or chargeable to the former Unit Owner of such Unit, which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure as provided by Florida Statute 718.116(2019) as amended from time to time, unless such share or Assessment is secured by a claim of lien for Assessments that is recorded prior to the recording of the foreclosed mortgage. Any unpaid share of Common Expenses or Assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, its successors and assigns.

ARTICLE XI MORTGAGES OF UNITS

A. Any mortgage which is a lien against a Unit and which is recorded after the recording of this Declaration of Condominium shall be subject to the terms and conditions of this Declaration of Condominium and the exhibits hereto, as the same may be from time to time amended, and the holder of any such mortgage and the obligation secured thereby shall have no right:

1. to participate in the adjustment of losses with insurers or in the decision whether to repair or restore damage to or destruction of the Commonly Insured Real Property; or

2. to receive or apply the proceeds of insurance to the reduction of the mortgage debt or otherwise, except in the event of a termination pursuant to Article XIII B hereof or in the event and to the extent that insurance proceeds in excess of the cost of repair or restoration are distributed to Unit Owners pursuant to Article XIII A hereof.

B. Upon written request to the Secretary of the Condominium Association by the holder of any mortgage which is a lien upon a Unit setting forth the name of such holder, the address of such holder, the date of such mortgage and the Unit upon which such mortgage is a lien, the Secretary of the Condominium Association shall place such information in a register to be maintained for such purposes and such mortgage shall thereupon constitute an "Approved Mortgage" for purposes of this Declaration of Condominium.

C. The Condominium Association shall have the power to enter into agreements with some or all of the holders of Approved Mortgages. In addition, the Condominium Association shall, upon request, give written notice to the holder of an Approved Mortgage of any default in the performance of the Unit Owner under the Declaration of Condominium whose Unit is covered by such Approved Mortgage and which default is not cured within sixty (60) days from its accrual.

ARTICLE XII INSURANCE

A. INSURANCE TO BE MAINTAINED. The Board of Directors shall obtain and continuously maintain insurance in accordance with Florida Statute 718(111)(11)(2019) as amended from time to time as follows:

1. (a) Insurance against loss by damage to or destruction of the Commonly Insured Real Property by fire or by such other risks as may be covered by an endorsement for multi-peril extended coverage and which are commonly required to be insured by private institutional mortgage investors for condominium projects similar in construction, location and use as Island Dunes Oceanside Condominium I, in an amount equal to the full insurable replacement value thereof, without deduction for depreciation, and a "blanket" policy of flood insurance in an amount equal to the lesser of: (i) the aggregate of the outstanding principal balances of the Approved Mortgages on all Units, or (ii) the maximum limit coverage available under the National Flood Insurance Act of 1968, as amended. Such policies shall insure the Condominium Association for the use and benefit of the Unit Owners and the holders of all Approved Mortgages, as their interests may appear, pursuant to a standard mortgagee clause commonly accepted by private institutional mortgage investors in the area in which the Condominium Property is located. Said mortgagee clause shall further provide that the insurance carrier shall notify the holder of Approved Mortgages named in the clause at least ten (10) days in advance of the effective date of any reduction in or cancellation of any of the policies.

(b) The policies herein shall provide that any proceeds shall be paid, on behalf of the Unit Owners and the holders of all Approved Mortgages, as their interests may appear, to the Board of Directors, to be held and/or disbursed by the Board of Directors pursuant to the provisions of Articles XIII hereof.

2. Comprehensive liability insurance, insuring the Unit Owners, the Condominium Association, the officers and directors of the Condominium Association and any Manager, against liability relating in any way to ownership and/or use of the Common Elements. The scope of coverage shall include, but not be limited to, the kinds required by private institutional mortgage investors for condominium projects similar in construction, location and use as Island Dunes Oceanside Condominium I. Limits of liability shall be at least \$1,000,000 for any injuries or death sustained in any single occurrence, and at least \$1,000,000 for property damage resulting from each occurrence. Such insurance shall not insure any Unit Owner against liability for injuries to persons or property occurring within his Unit, but shall contain a "severability of interest" endorsement which shall preclude the insurer from denying the claim of a Unit Owner because of negligent acts of the Condominium Association and other Unit Owners.

3. Insurance against lost by damage to or destruction of any personal property of the Condominium Association, in such amounts as the Board of Directors shall determine. The Board of Directors shall not obtain insurance against loss by damage to or destruction of the personal property of individual Unit Owners.

4. Policies of fidelity and liability insurance, insuring the Condominium Association against personal liability of the directors, officers, managers, trustees, employees or volunteers of the Condominium Association arising in connection with the performance of their duties including dishonesty in connection with the funds of the Condominium Association, in an amount no less than one and one-half times the estimated annual operating expenses and revenues.

5. Such workmen's compensation insurance as is required by law.

B. ADDITIONAL REQUIREMENTS.

1. The insurance to be maintained by the Board of Directors pursuant to Article XII A hereof shall comply with the following requirements:

(a) All policies shall be issued by a company licensed to do business in the State of Florida which has a current financial rating by Best's Insurance Reports of Class V, provided it has a general policy holder's rating of "A" or better, or an equivalent rating if Best's ratings are discontinued.

(b) Exclusive authority to adjust losses under said policies shall be vested in the Board of Directors or its authorized representative.

(c) In no event shall coverage under said policies exclude policies of individual Unit Owners from consideration.

(d) Neither the policies, by-laws nor charter of an insurance carrier used by the Board of Directors herein shall provide for any of the following:

(i) Contributions or assessments permitted against the Condominium Association, Unit Owner or the holder of any Approved Mortgage;

(ii) Loss payments being contingent upon any action by the insurance carrier's board of directors, policyholders, or members;

(iii) Any limiting clauses (other than insurance conditions) which could prevent the Condominium Association, any Unit Owner or the holder of any Approved Mortgage from collecting insurance proceeds.

(e) Each policy shall name the insured in form and substance similar to the following:

"Island Dunes Oceanside
Condominium I, for the use and
benefit of the individual Unit
Owners."

C. ANNUAL REVIEW OF COVERAGE. The Board of Directors shall review annually the adequacy of the coverage afforded by the policies maintained pursuant to Article XII A hereof, and the President of the Condominium Association shall report the results of said review at each annual meeting of the Unit Owners.

D. INSURANCE PREMIUMS A COMMON EXPENSE. All premiums for the policies of insurance to be maintained by the Board of Directors pursuant to Article XII A hereof shall be a Common Expense.

E. INSURANCE OF INDIVIDUAL UNIT OWNERS. Each individual Unit Owner may obtain additional insurance at his own expense; provided, however, that:

1. Such policies shall contain waivers of subrogation by the insurer as to any claims against the other Unit Owners (and members of their households), the Condominium Association, the officers and directors of the Condominium Association, the

officers and directors of the Condominium Association, and any Manager and their respective servants, agents and guests; and

2. No Unit Owner shall be entitled to exercise his right to maintain insurance coverage in such a way as to decrease the amount which the Board of Directors, on behalf of the Unit Owners, may realize under any insurance policy to be maintained pursuant to Article XII A hereof, or which would otherwise adversely affect the coverage maintained pursuant to Article XII A and B hereof.

ARTICLE XIII DAMAGE, DESTRUCTION OR CONDEMNATION

A. REPAIR; INSURANCE PROCEEDS OR CONDEMNATION AWARDS. Except as provided by Article XIII B hereof, any damage to or destruction of any of the Commonly Insured Real Property shall be promptly repaired and restored by the Board of Directors using the proceeds of Insurance held by the Board of Directors for that purpose, and the Unit Owners shall be liable for assessment for any deficiency in such proceeds in proportion to their respective undivided shares in the Common Elements. Unit Owners may apply the proceeds from their individual fire insurance policies, if any, to the share of such Common Expense as may be assessed to them. The Board of Directors shall restore the damaged Commonly Insured Real Property to substantially the same condition as it was immediately prior to the damage. If there is any excess of insurance proceeds over the cost of such repair or restoration, or in the event of any award due to condemnation or other act of eminent domain, such excess or award, as the case may be, shall be distributed to the Unit Owners in proportion to their respective undivided shares in the Common Elements; provided however, that nothing contained in this Declaration of Condominium shall give an Owner of a particular Unit, or any other person or entity, a right to such excess proceeds or award prior to that of the holder of an Approved Mortgage of such Unit.

B. TERMINATION, ABANDONMENT OR PARTITION. Notwithstanding anything to the contrary contained in Article XIII A hereof, if:

1. There is "Very Substantial Damage" to the Commonly insured Real Property, which for purposes of this Article XIII shall mean damage or loss due to casualty, condemnation or other act of eminent domain whereby two-thirds (2/3) of the total Units of the Condominium are rendered untenable and/or two-thirds (2/3) of the total Common Elements are rendered unusable; and

2. Unit Owners entitled to cast seventy-five (75%) percent of the votes of all Unit Owners or the holders of two-thirds (2/3) of all Approved Mortgages duly resolve any of the following actions, then, and in those events only, the actions so resolved shall be effective:

- (i) within sixty (60) days after receipt of at least three (3) contractors' bids and the final insurance adjustment, not to proceed with repair or restoration, whereupon, the salvage value of the entire Condominium Property shall be subject to partition at the suit of any Unit Owner, and the net proceeds of sale of the entire Condominium Property, together with the net proceeds of insurance policies held by the Board of Directors or

the Insurance Trustee, shall be considered as one fund and shall be divided among all Unit Owners in proportion to their respective undivided shares in the Common Elements, after discharging out of the respective share of each Unit Owner, to the extent sufficient for the purpose, all mortgages against the Unit of such Unit Owner, and the Condominium shall be terminated.

- (ii) Otherwise abandon, partition, subdivide, encumber, sell or transfer the Condominium Property or the Common Elements; provided nothing herein shall impair the ability of the Condominium Association to enter into easement agreements for public utilities or for other public purposes consistent with the intended use of the Common Elements.

ARTICLE XIV USE AND OCCUPANCY RESTRICTIONS

A. Each Unit shall be used only as a single family residence. No separate part of a Unit may be rented and no short term tenants (i.e. tenants for less than 60 days) may be accommodated therein. The term "Family" shall include individuals related by blood, marriage or adoption and up to two unrelated individuals living in the same Unit as one housekeeping unit.

B. Only one (1) dog or cat shall be permitted to reside in any one (1) Unit. Any dog or cat which when fully grown is reasonably anticipated to weigh more than thirty (30) pounds is prohibited. Provided, however, any Unit Owner which has two dogs or cats as of the effective date of this Amended and Restated Declaration, may continue to keep both in the Unit until said dogs or cats die or are otherwise disposed of. Thereafter, the Unit Owner may only keep one dog or cat in the Unit. If any pet becomes annoying to other Unit Owners by barking or otherwise, the Unit Owner in whose Unit the pet is kept shall immediately cause the problem to be corrected, and if the problem is not corrected after written notice from the Condominium Association, the Unit Owner shall no longer be able to keep the pet in his Unit or shall be required to take such other steps as the Condominium Association may direct. No pet shall be permitted in any portion of the Common Elements within the Building unless it is carried and no pet shall be permitted upon any portion of the Common Elements outside of the Building at any time except under leash. Pets shall be "curbed" only in those portions of the Common Elements specifically designated by the Condominium Association for such purposes.

C. No use or practice shall be permitted in any Unit which: (i) is determined by the Board of Directors to be a source of undue annoyance to the Owners or Occupants of other Units or interferes with the peaceful possession and proper use of the Condominium Property by such other Owners or Occupants; or (ii) will materially increase the rate of insurance on the Condominium Property beyond that to be anticipated from the proper and accepted conduct of otherwise permitted uses hereunder.

D. No Unit may be combined with any other Unit without the prior written consent of the Board of Directors, which consent shall not be withheld in the event that the Board of Directors determines that said combination will not adversely affect the structural

soundness of the Common Elements or the use and enjoyment of the Condominium Property by any other Unit Owner.

E. No Unit may be divided nor may any separate portion thereof be sold or otherwise transferred.

F. No Unit Owner may erect or permit the erection of any sign, banner or notice in or on his Unit which is visible from outside his Unit, nor shall any radio or television antenna or aerial, clothesline or other objects be attached to or placed upon any portion of the Common Elements without the prior written consent in each instance of the Board of Directors. Notwithstanding the foregoing, a Unit Owner may install an antennae or satellite dish less than one meter in diameter in an area designated for the exclusive use of the Unit Owner in accordance with the rules and regulations of the Federal Communications Commission as amended from time to time. No Unit Owners shall cover or block any window or sliding glass door, except with permanent drapes, shades, blinds or roll-ups which consist of other than aluminum foil or other light-reflecting material and which are approved by the Condominium Association. Window treatments and drapery materials shall be of a light pastel, or neutral color, or lined in white.

G. There shall be no obstruction of the walkways, hallways, stairways, parking areas or other Common Elements, including the placing of chairs or other furniture, bicycles or any other objects, without the prior written consent of the Board of Directors of the Condominium Association. Chairs, other furniture and decorative items may be placed in the recessed areas of the walkways, upon written consent of the Board of Directors.

H. Except as permitted by the rules and regulations of the Condominium Association, there shall be no sunbathing on any portion of the Common Elements.

I. No person shall use the Condominium Property or any portion thereof in any manner not in accordance with the rules and regulations that are from time to time promulgated by the Board of Directors.

J. Due to the number of limited facilities at Island Dunes Oceanside I, when an owner is not in residence, he may not permit the use of his condominium unit by a non-family guest more than three times in any one calendar year.

K. Any storm shutter installed by a unit owner must be of such design, color and installation as approved by the Board of Directors, and although affixed to common elements, shall be the responsibility of the unit owner to maintain, repair and replace. Installation of floor to ceiling storm shutters on the balconies of all units and installation of storm shutters on the windows on the street side of the building is mandatory. The Board of Directors may also establish rules and regulations concerning maintenance, operation and use of storm shutters.

Notwithstanding the foregoing, the painting of all storm shutters shall be an expense of the Association. Storm shutter painting may be completed with the building painting on a schedule to be established by the Board of Directors.

ARTICLE XV
 MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS AND
 LIMITED COMMON ELEMENTS; IMPROVEMENTS, ADDITIONS AND
ALTERATIONS TO COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

A. MAINTENANCE AND REPLACEMENT OF COMMON ELEMENTS AND
 LIMITED COMMON ELEMENTS.

1. Except as specifically provided in Article IV and Article XV A2 hereof, the Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) and the duty and responsibility to maintain all portions of the Common Elements and Limited Common Elements in good order and repair and to make all replacements and renewals necessary to so maintain all portions of the Common elements and Limited Common Elements.

2. Each Unit Owner shall have the sole and exclusive authority and the duty and responsibility to maintain in good order and repair and to make all replacements and renewals necessary to so maintain any piping; balcony glass panels and sliding glass doors (including frame, glass and locking mechanisms); door knobs, knockers, and locksets on front entry doors; ducts, wiring, cables, conduits and utility lines; windows (including frame, glass and locking mechanisms); or air-conditioning compressors located inside or outside the boundaries of his Unit which service only his Unit.

B. IMPROVEMENTS, ADDITIONS AND ALTERATIONS TO THE COMMON
 ELEMENTS AND LIMITED COMMON ELEMENTS.

1. The Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) to make improvements, additions or alterations to the Common Elements (including, but not limited to, landscaping or fencing) and no Unit Owner shall make or contract for any improvements, additions or alterations to any portion of the Common Elements except with the prior written consent of the Condominium Association and upon such terms, conditions and provisions as the Condominium Association shall determine in its sole and absolute discretion. If any Unit Owner shall make or contract for any improvement, alteration or addition, the Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.

Prior to making or contracting to make any material improvements, additions or alterations to the Common Elements (including but not limited to landscaping, painting, and interior furnishings) the Condominium Association shall appoint an Architectural Review Committee consisting of not less than 3 people. The Architectural Review Committee shall consult with professionals in the appropriate field and make recommendations to the Condominium Association. Additions or alterations to signage on the Condominium Property require the prior approval of a majority of the Unit Owners present at a regular or special meeting of the Condominium Association.

2. No improvement, addition or alteration to the Common Elements shall be made by the Condominium Association if the cost thereof is in excess of ten (10%)

percent of the annual budget of the Condominium for Common Expenses (excluding for these purposes, the budgeted cost of such improvement, addition or alteration) unless authorized by the Board of Directors and ratified by: (i) not less than sixty-seven (67%) percent of the total vote of all Unit Owners. If authorized as aforesaid, the cost of the foregoing shall be assessed as Common Expense. Where any alterations or additions as aforescribed are exclusively or substantially exclusively for the benefit of the Unit Owner requesting same, the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owner exclusively or substantially exclusively benefiting therefrom and, if more than one Unit Owner requesting such work is benefited thereby, the assessment shall be levied in such proportion as may be determined to be fair and equitable by the Board of Directors. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and ratified by the affirmative vote of not less than seventy-five (75%) percent of the Unit Owners exclusively or substantially exclusively benefiting therefrom; provided, however, that where said Unit Owners are ten or less, the approval of all but one shall be required.

3. No person or entity, other than the Owner of the Unit to which a particular Limited Common Element is appurtenant, shall make or contract for any improvement, alteration or addition to such Limited Common Element. Moreover, the Owner of the Unit to which a particular Limited Common Element is appurtenant shall not make or contract for any improvement, alteration or addition to such Limited Common Element without the prior written consent of the Condominium Association and upon such terms and provisions as the Condominium Association shall determine in its sole and absolute discretion. In addition, any storm shutters added shall be consistent in design and color with the balcony railings and shall be installed in such fashion that they do not vibrate or rattle to be audible in the neighboring Units. If any Unit Owner shall make or contract for any improvement, alteration or addition to any Limited Common Element without the prior written consent of the Condominium Association or violate any term, condition or provision of the authority which was the basis of the granting of approval to make such improvement, alteration or addition, the Condominium Association may, in addition to all other remedies to which it may be entitled, and without liability to the Unit Owner, immediately remove the particular improvement, alteration or addition, and such Unit Owner shall, upon demand, reimburse the Condominium Association for the entire cost of such removal.

ARTICLE XVI MAINTENANCE AND REPLACEMENT OF UNITS; STRUCTURAL MODIFICATIONS OR ALTERATIONS TO UNITS

A. MAINTENANCE AND REPLACEMENT OF UNITS.

1. Except as provided in Article XVI A2 hereof, each Unit Owner shall have the sole and exclusive authority and the duty and responsibility to maintain in good order and repair and to make all replacements and renewals necessary to so maintain all portions of his Unit except to the extent that any portion of his Unit is damaged or destroyed and insurance coverage against said damage or destruction is available pursuant to policies of insurance maintained by the Board of Directors.

2. The Condominium Association shall have the sole and exclusive authority (provided that the Condominium Association may delegate said authority) and the

duty and responsibility to maintain in good order and repair and to make all replacements necessary to so maintain all piping, ducts, wiring, cables, conduits or public utility lines within a particular Unit which serve Units other than the particular Unit. The Condominium Association shall also have the authority to require Unit Owners to replace hot water heaters and hoses on washing machines within the Units, subject to such terms and conditions as the Board of Directors may require.

B. STRUCTURAL MODIFICATIONS OR ALTERATIONS TO UNITS. No Unit Owner shall make any structural modifications or alterations to or within his Unit without the prior written consent of the Condominium Association, which consent shall not be withheld if the Condominium Association determines that the proposed structural modification or alteration does not jeopardize or tend to jeopardize the soundness or safety, or adversely affect the appearance of the Condominium Property or any portion thereof or impair or tend to impair any easement or hereditament.

ARTICLE XVII DAMAGE TO COMMON ELEMENTS BY INDIVIDUAL UNIT OWNERS

Should the Condominium Association be required to make any expenditure for the repair or replacement of any portion of the Common Elements because of any damage, destruction or injury thereto (other than ordinary wear and tear) caused by one or more Unit Owners, or the family members, animals, guests, tenants, agents or employees of one or more Unit Owners, the Unit Owner or Unit Owners responsible for such damage, destruction or injury, or whose family members, animals, guests, tenants, agents or employees are responsible for such damage, destruction or injury shall, to the extent that the Condominium Association is not required to maintain insurance to cover the particular damage, destruction or injury, reimburse the Condominium Association for such expenditure.

ARTICLE XVIII TERMINATION OF CONDOMINIUM

The Condominium may be terminated at any time in the manner provided in Florida Statute Section 718.117(2019) as amended from time to time or in accordance with the provisions of Article XIII B hereof.

ARTICLE XIX THE ISLAND DUNES COUNTRY CLUB, INC.

A. In accordance with the provisions of the Country Club Declaration of Covenants, the Condominium Association shall be a voting member and each Unit Owner shall be a non-voting member of the Island Dunes Country Club, which corporation is charged by the Country Club Declaration of Covenants with certain responsibilities including, but not limited to, the development, operation, maintenance and usage of certain recreational facilities, including golf course, tennis courts and a club house facility and certain utility services and facilities which are to serve or be for the benefit of the Condominium and others, all more particularly described in the Country Club Declaration of Covenants. The real property and facilities that comprise the Island Dunes Country Club is and shall remain Common Property. A Unit Owner's membership in the Island Dunes Country Club shall be effective immediately upon becoming the owner of a Unit and such

membership shall pass immediately with title to the Unit in question as an appurtenance thereto with no membership or right arising therefrom being transferable in any manner except as an appurtenance to such Unit. Each Unit Owner shall have the rights and obligations with respect to such facilities as provided in the Country Club Declaration of Covenants. Property and facilities owned by the Island Dunes Country Club are not Common Elements. The Island Dunes Country Club has the right to assess each Unit Owner for a share of the costs and expenses incurred by the Island Dunes Country Club in the performance of its functions, and will have a lien right against each Unit to secure the payment of the assessments it imposes.

B. The Condominium Association shall be bound by the applicable provisions of the Country Club Declaration of Covenants. In this regard, and in addition to those powers elsewhere provided in this Declaration, the Condominium Association shall have the power to fix and collect Assessments, and shall have a lien for any unpaid Assessments, covering any obligation contained in the Country Club Declaration of Covenants which the Island Dunes Country Club requests the Condominium Association to treat as a Common Expense, pursuant to Section J of Article III of said Country Club Declaration of Covenants.

ARTICLE XX

THE ISLAND DUNES OCEANSIDE PROPERTY OWNERS' ASSOCIATION, INC.

A. In accordance with the requirements of the Island Dunes Oceanside Declaration of Covenants, each Unit Owner shall automatically become a member of the Island Dunes Oceanside Property Owners' Association, Inc., a Florida corporation not for profit (the "Island Dunes Oceanside Property Owners' Association"), which corporation is charged by the Island Dunes Oceanside Declaration of Covenants with certain responsibilities, including, but not limited to, the development, maintenance and usage of certain recreational, parking and other facilities which may be located on or affect, in part, the Condominium Property. Moreover, the Island Dunes Oceanside Property Owners' Association has the right to assess each Unit Owner for a share of the cost and expenses incurred by the Island Dunes Oceanside Property Owners' Association in performance of its functions and will have a lien right against each Unit to secure the payment of the assessments it imposes. Property and facilities owned by the Island Dunes Oceanside Property Owners' Association, Inc. are not Common Elements.

B. The Condominium Association shall be bound by the applicable provisions of the Island Dunes Oceanside Declaration of Covenants. In this regard and in addition to those powers elsewhere provided in this Declaration, the Condominium Association shall have the power to fix and collect Assessments and shall have a lien for any unpaid Assessments, covering any obligation contained in the Island Dunes Oceanside Declaration of Covenants which the Island Dunes Oceanside Property Owners' Association requests the Condominium Association to treat as a Common Expense, pursuant to Section 7 of Article V of said Island Dunes Oceanside Declaration of Covenants.

ARTICLE XXI

SALE, TRANSFER, LEASE OR OCCUPATION OF UNIT

A. In recognition of the close proximity of the Units, the mutual utilization and sharing of the Common Elements and other recreational facilities, and the compatibility and congeniality which must exist among the Unit Owners and Occupants in order to make an

undertaking of this nature satisfactory and enjoyable for all parties in interest, it shall be necessary for the Board of Directors of the Condominium Association to approve in writing all sales, transfers, leases or occupations of a Unit before any sale, transfer, lease or occupation shall be valid and effective. Written application for the approval shall contain such information as may be required by application forms promulgated by the Board of Directors and shall be accompanied by a transfer fee as required by regulation of the Board. When considering the application, consideration shall be given to good moral character, social compatibility, personal habits, and financial responsibility of the proposed purchaser, transferee, lessee or Occupant. A waiver of this provision or the failure to enforce it in any particular instance shall not constitute a waiver or estop the Condominium Association from enforcing this provision in any other instance.

B. In the event a lease or occupation of a Unit is disapproved, the Unit shall not be so leased or occupied. In the event a sale or transfer is disapproved or no action is taken by the Board within 15 days after receipt of said application, and the Unit Owner intends to close the proposed transaction in spite of the disapproval or inaction, the Unit Owner shall give the Board an additional 30 days' written notice of his intent prior to closing. In that event, the Condominium Association, or any other Unit Owner, shall have the right of first refusal to purchase the Unit for the identical price, terms and conditions, which right shall be exercised in writing delivered to the proposed seller or mailed to his address as shown on the Condominium Association records. In the event the Condominium Association is of the opinion that the price is not a bona fide sales price, then the sales price for purposes of the right of first refusal shall be the fair market value of the Unit determined by the average of the values assigned by the written appraisals of three recognized real estate appraisers, one of whom shall be selected by the Condominium Association, one by the proposed seller and the third by the first two appraisers. The cost of the appraisals shall be divided between the Condominium Association and the proposed seller. If the right of first refusal is exercised by more than one, priority shall be given to the one who delivers in person or has his acceptance postmarked first. If no one exercises his right of first refusal by delivering or mailing his acceptance prior to three days before the proposed closing date or within ten days after the sales price is determined by appraisal, whichever is later, the transfer may be closed pursuant to the price and terms stated in the notice. Failure of a transferor to comply with these provisions for sale or transfer shall give the Condominium Association or any other Unit Owner a right to redeem the unit involved from the transferee at any time before the closing of the transfer and for a period of six months after the recording of the conveyance in the Public Records of St. Lucie County, or 60 days after the Board of Directors is given formal written notice of the transfer, whichever period is shorter. The only condition to the exercise of the right of redemption shall be that the transferee be reimbursed for that portion of the purchase price he has paid to that date. Immediately upon the tender of these sums the transferee shall convey all his right, title and interest to the one making the redemption. In addition to all other available remedies, the right of redemption may be enforced by suit for specific performance. In the event legal proceedings are commenced by the Condominium Association or any Unit Owner to enforce the provisions of this paragraph against a Unit Owner or transferee who fails to comply with it, the party bringing the proceedings shall be entitled to his costs and attorneys' fees, including appellate proceedings, if that party prevails. A Certificate of the Secretary of the Condominium Association in recordable form, stating that the transfer, sale, lease or occupation of the Unit to certain persons was approved shall be conclusive evidence of the fact and from the day of approval stated in the Certificate, the right of first refusal of the

Condominium Association and other Unit Owners shall terminate with respect to that transfer or sale.

C. The preceding provisions shall not be applicable to transfers by a Unit Owner to his spouse, purchasers at foreclosure sales of mortgages held by savings and loan associations, banks and insurance companies, or their subsidiaries or affiliates, or to conveyances or leases to or from such institutional first mortgagees.

ARTICLE XXII NOTICES

A. All notices and other communications required or permitted to be given under or in connection with this Declaration of Condominium shall be in writing and shall be deemed given when delivered in person or on the second business day after the day on which mailed, by certified mail, return receipt requested, addressed as follows:

To any Unit Owner –

At his place of residence on the Condominium Property, or to such other address as any Unit Owner shall designate by notice to the Condominium Association in accordance with this Article;

To the Condominium Association –

8880 South Ocean Drive
Jensen Beach, Florida 33457

or to such other address as the Condominium Association shall designate by notice in accordance with this Article to all Unit Owners.

B. The Secretary of the Condominium Association shall maintain a register of current addresses established for notice purposes pursuant to this Article, which register shall be made available for inspection, upon request, to all Unit Owners.

ARTICLE XXIII GENERAL PROVISIONS

A. COVENANTS RUNNING WITH THE LAND. All provisions of this Declaration of Condominium, as the same may be from time to time amended, shall be construed to be covenants running with the Land, and shall be binding upon every Unit Owner and every claimant of the Condominium Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors and assigns.

B. CAPTIONS. The captions used in this Declaration of Condominium are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration of Condominium.

C. SEVERABILITY. The provisions of this Declaration of Condominium shall be deemed independent and severable, and the invalidity or unenforceability of any provision or portion thereof shall not affect the validity or enforceability of any other provision or

portion thereof unless such invalidity or unenforceability shall destroy the uniform plan which this Declaration of Condominium is intended to create for the operation of the Condominium.

D. APPLICABLE LAW. This Declaration of Condominium shall be governed by and construed according to the laws of the State of Florida.

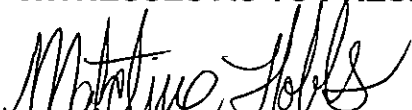
E. ASSOCIATION NOTICE TO CORRECT. Should any Unit Owner fail to properly discharge his/her maintenance, repair and replacement obligations as provided for in Article XV and Article XVI above; and in the judgment of the Board of Directors, same shall result in a condition of unsightliness or tending to adversely affect the value or enjoyment of neighboring Owners and residents; then the Board of Directors may (but shall not be required to) provide notice of such condition to the Unit Owner, demanding that the conditions be corrected within thirty (30) days from the date the notice was sent. In the event that the Unit Owner does not rectify the condition at the end of this period, then the Condominium Association shall be entitled to contract to have the necessary work performed (and entry onto the Unit), whereupon the cost of this work shall be levied as an Individual Assessment against the Unit Owner and Unit concerned and collectible in the same manner as Assessments are collected under Article X of this Declaration. Notwithstanding the foregoing, the thirty (30) day notice period may be shortened or eliminated if the Board of Directors determines that an emergency exists to effect correction.

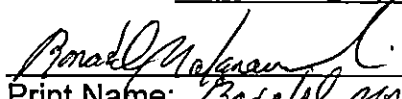
This Amended and Restated Declaration of Condominium of Island Dunes Oceanside Condominium I has been approved by at least two-thirds (2/3) of the Unit Owners, which vote was sufficient for approval. Said approval occurred at the Member's Meeting held on December 5, 2020.

The undersigned, Island Dunes Oceanside I Condominium Association, Inc., hereby consents to the terms and conditions contained in the foregoing Declaration and hereby assumes the duties and obligations imposed upon the undersigned thereunder.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 27 day of December, 2020

WITNESSES AS TO PRESIDENT:


Print Name: Mateline Hobbs


Print Name: Ronald Makana

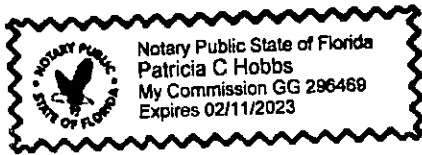
ISLAND DUNES OCEANSIDE I
CONDOMINIUM ASSOCIATION, INC.

By: 
Leonard Amato, President

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Leonard Amato, as President of Island Dunes Oceanside I Condominium Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on December 27, 2020.

Notarial Seal



Patricia C. Hobbs
Notary Public
Print Name: Patricia C. Hobbs
My Commission Expires: 02/11/2023

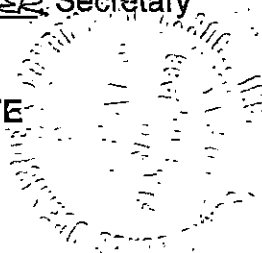
WITNESSES AS TO SECRETARY:

Martine Hobbs
Print Name: Martine Hobbs
Ronald Matrangola
Print Name: Ronald Matrangola

ISLAND DUNES OCEANSIDE I
CONDOMNIUM ASSOCIATION, INC.

By: James C. Schneider
JAMES C. SCHNEIDER Secretary

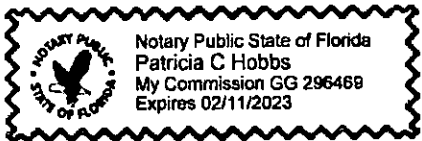
CORPORATE
SEAL



STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by James C. Schneider, as Secretary of Island Dunes Oceanside I Condominium Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on December 27, 2020.

Notarial Seal



Patricia C. Hobbs
Notary Public
Print Name: Patricia C. Hobbs
My Commission Expires: 02/11/2023

ISLAND DUNES OCEANSIDE CONDOMINIUM I

Commence at the Point of Intersection of the North line of the South 2577.66 feet of the North 2858.86 feet of aforesaid Sections 34 and 35 and the centerline of State Road A-1-A; thence North $89^{\circ} 59' 38''$ East a distance of 53.34 feet to the Easterly right-of-way line of aforementioned State Road A-1-A; thence South $20^{\circ} 23' 08''$ East along said Easterly right-of-way line a distance of 2269.63 feet to a point; thence North $69^{\circ} 36' 52''$ East perpendicular to the aforesaid right-of-way line a distance of 152.00 feet to the Point of Beginning.

From the Point of Beginning thence continue North $69^{\circ} 36' 52''$ East a distance of 53.00 feet; thence South $65^{\circ} 23' 08''$ East a distance of 143.70 feet to a point on the Coastal Construction Control Line as recorded in Plat Book 19, Page 8 of the Public Records of St. Lucie County, Florida; thence South $21^{\circ} 41' 17''$ East along the aforesaid Coastal Construction Control Line a distance of 54.59 feet; thence South $24^{\circ} 36' 52''$ West a distance of 145.45 feet; thence South $69^{\circ} 36' 52''$ West a distance of 53.00 feet; thence North $20^{\circ} 23' 08''$ West a distance of 14.52 feet; thence South $69^{\circ} 36' 52''$ West a distance of 26.00 feet; thence North $20^{\circ} 23' 08''$ West a distance of 226.00 feet; thence North $69^{\circ} 36' 52''$ East a distance of 26.00 feet; thence North $20^{\circ} 23' 08''$ West a distance of 18.52 feet to the Point of Beginning.

The above-described Parcel contains 0.818 acres, more or less.

Exhibit 1 to Declaration
Page 1 of 2

O. R. 634 PAGE 2352
BOOK

SURVEYOR'S CERTIFICATE

The undersigned, being a registered land surveyor authorized to practice in the State of Florida, hereby certifies that the construction of the improvements comprising Island Dunes Oceanside Condominium I, is substantially completed as shown on attached survey Exhibit 1 Sheets 3 of 21 through 21 of 21, so that said survey related Exhibit 1 Sheets 3 of 21 through 21 of 21 to the Declaration of Condominium, together with the provisions of the Declaration of Condominium describing the condominium property, is an accurate representation of the location and dimensions of the improvements shown on said survey Exhibit 1 Sheets 3 of 21 through 21 of 21, and that the identification of each unit together with the location and dimensions of each unit and the common elements shown on said survey exhibits can be determined from these materials.

Brett Culpepper, P.L.S.
Professional Land Surveyor, No. 3333
State of Florida

Date: April 21, 1989

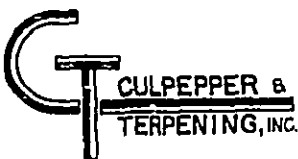


Handwritten initials or signature

ISLAND DUNES OCEANSIDE CONDOMINIUM I

LOCATED ON A-I-A

ST. LUCIE COUNTY, FLORIDA



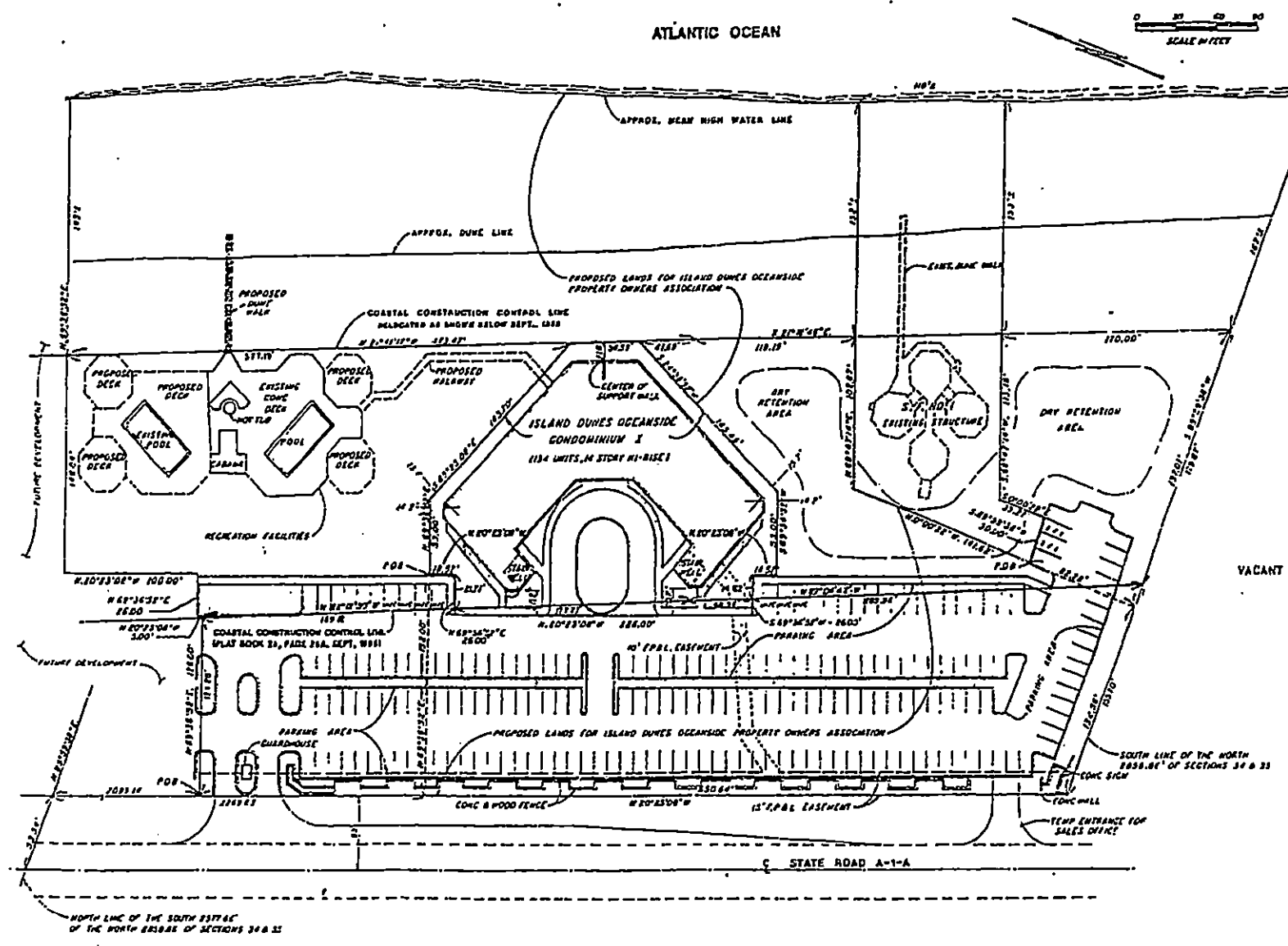
**CULPEPPER &
TERPENING, INC.**

Consulting Engineers • Land Surveyors

805 Virginia Avenue, Suite 15 • P.O. Box 1448
FL Pierce, FL 34954 • (407) 464-3337

EXHIBIT 1 SHEET 2 OF 21

D.P. 634 PAGE 2353



GULPEPPER & TERPENO, INC.
Consulting Engineers & Land Surveyors

ISLAND DUNES OCEANSIDE CONDOMINIUM I
PLOT PLAN

BOOK 653 PAGE 1706

EXHIBIT 1
Sheet 4 of 21

REV. 1-21-80
REV. 2-21-80
REV. 3-21-80
REV. 4-21-80

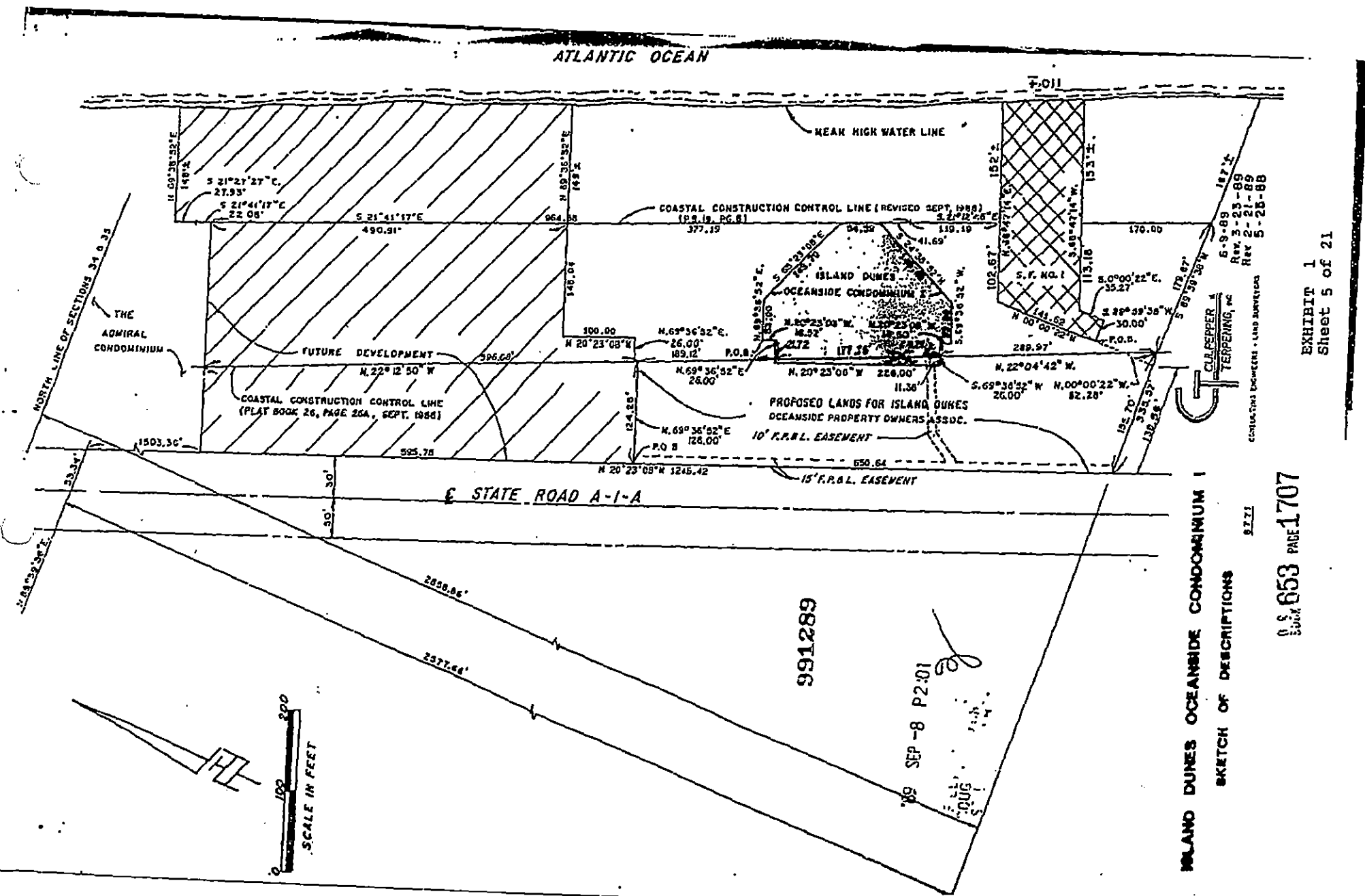


EXHIBIT 1
Sheet 5 of 21

ISLAND DUNES OCEANSIDE CONDOMINIUM I
SKETCH OF DESCRIPTIONS

BOOK 653 PAGE 1707

			FLOOR ELEVATION
			151.90
ELEVATOR PARAPET			
			139.80
PARAPET ROOF SLAB			133.10
131.51 CEILING ELEV. (TYP.)	14 TH. FLOOR		122.70
122.10	13 TH FLOOR		114.10
113.50	12 TH FLOOR		105.50
104.90	11 TH FLOOR		96.90
96.30	10 TH. FLOOR		88.30
87.70	9 TH FLOOR		79.70
79.10	8 TH FLOOR		71.10
70.50	7 TH FLOOR		62.50
61.90	6 TH FLOOR		53.90
53.30	5 TH FLOOR		45.30
44.70	4 TH FLOOR		36.70
36.10	3 RD FLOOR		28.10
27.50	2 ND FLOOR		19.50
18.90	1 ST FLOOR	LOBBY	10.90
			8.98 (LOBBY)

FLOOR AND CEILING ELEVATIONS

ISLAND DUNES OCEANSIDE CONDOMINIUM I

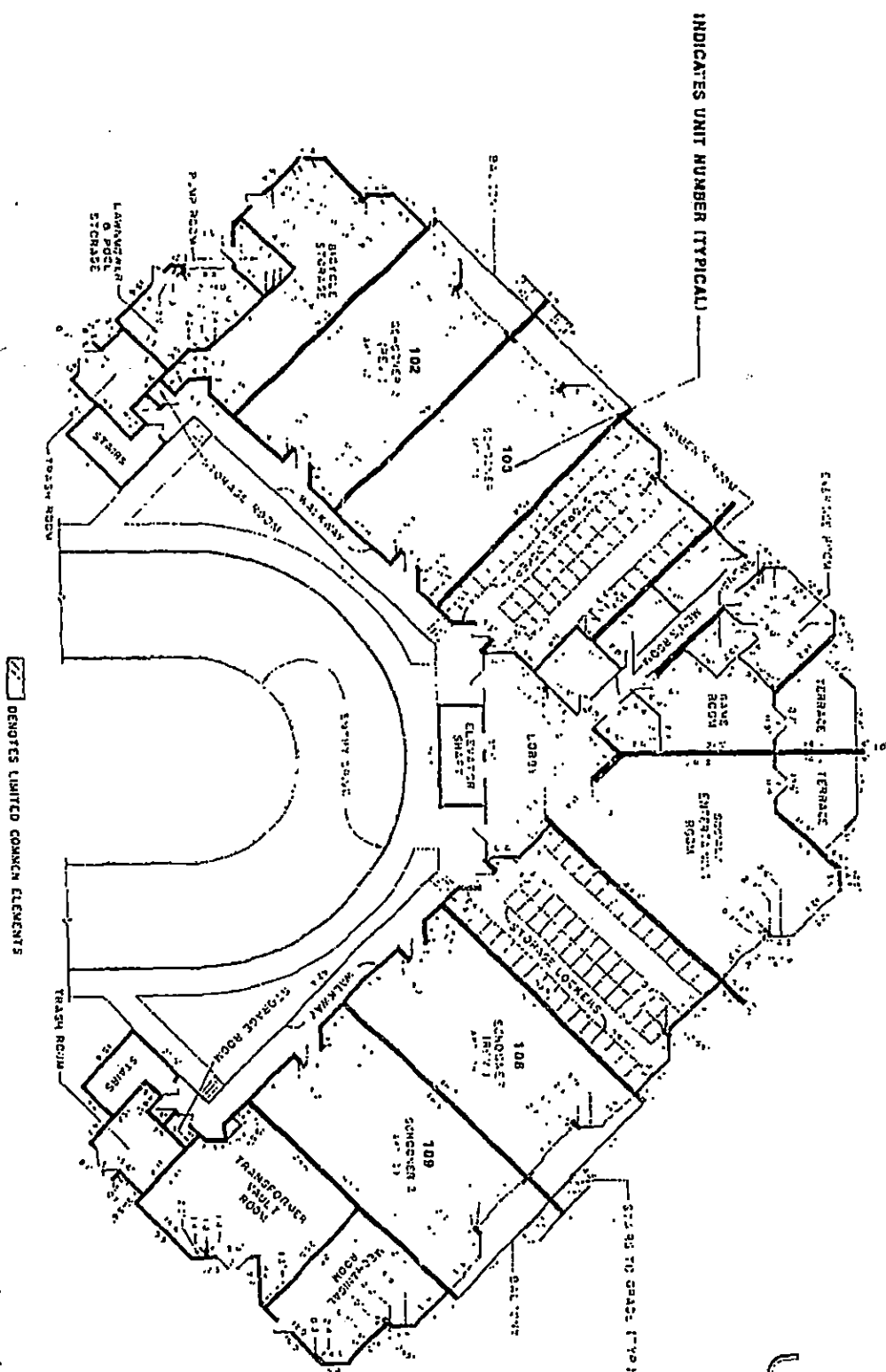


CULPEPPER &
TERPENING, INC.

D.E. 634 PAGE 2357

CONSULTING ENGINEERS • LAND SURVEYORS

EXHIBIT I SHEET 6 OF 21



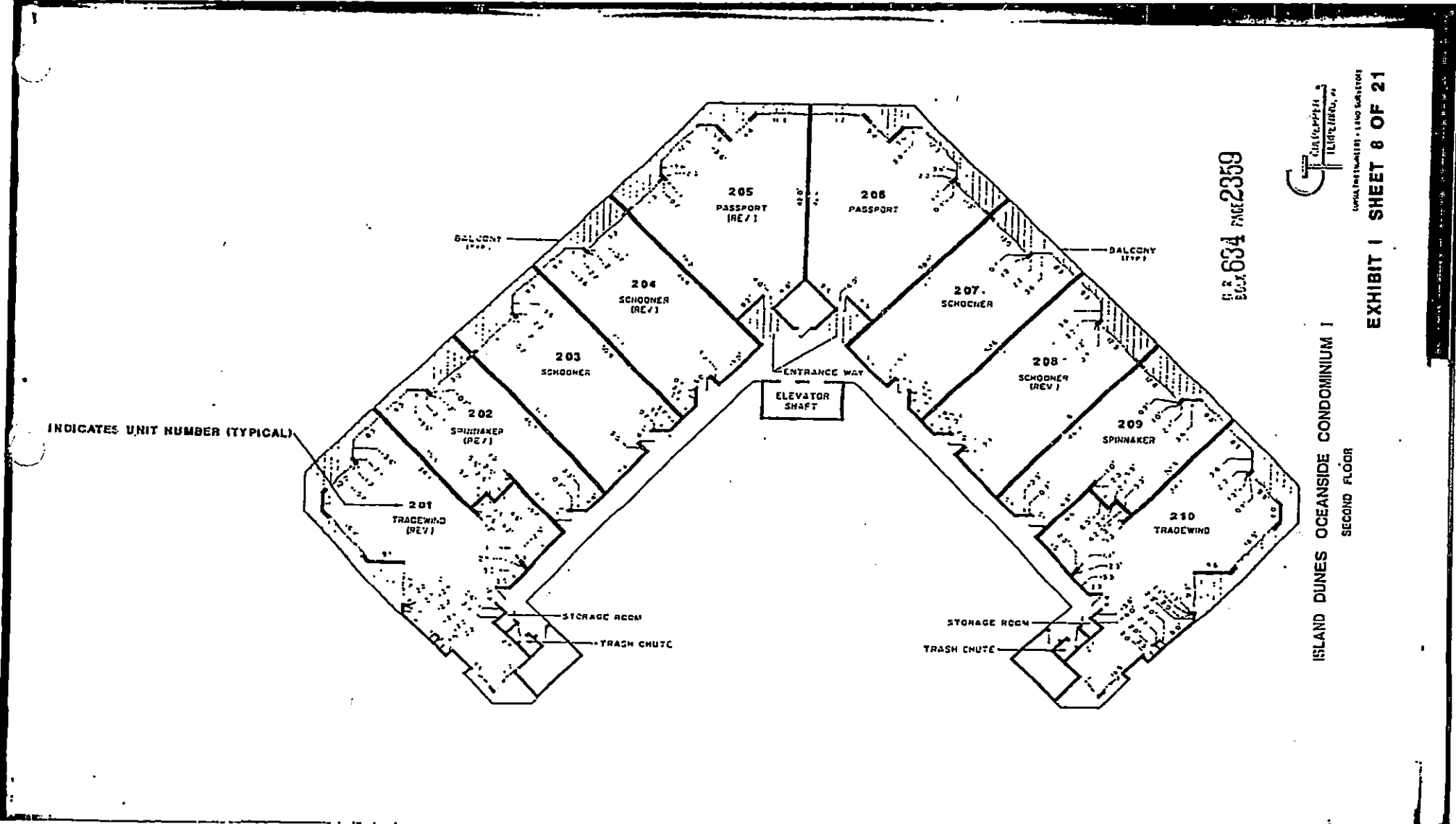
ISLAND DUNES OCEANSIDE CONDOMINIUM I
GROUND FLOOR

G CH. PEPPER
TERRELL, INC.

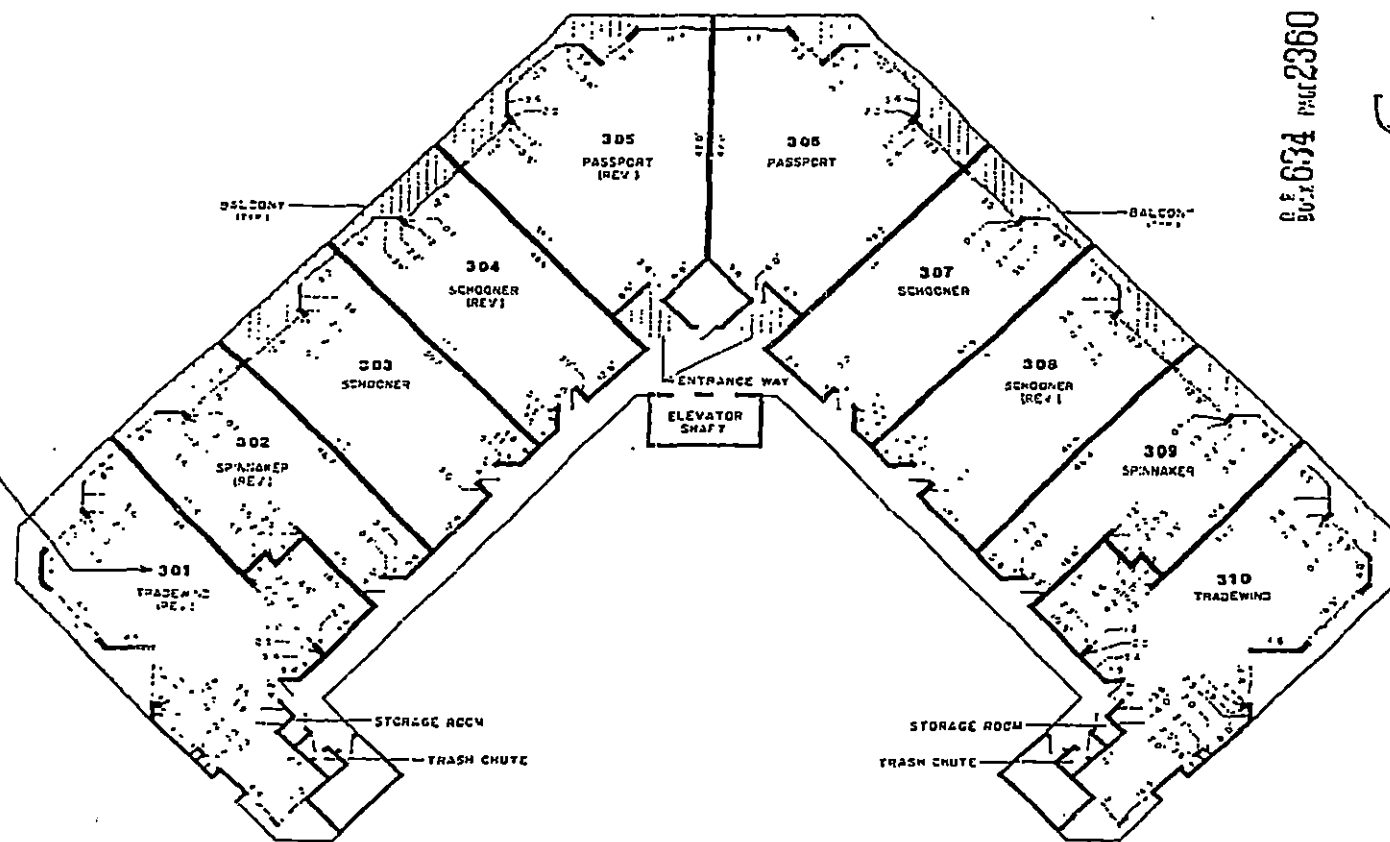
CONTINUED FROM PAGE 1

09-634 PAGE 2358

EXHIBIT 1 SHEET 7 OF 21



INDICATES UNIT NUMBER (TYPICAL)



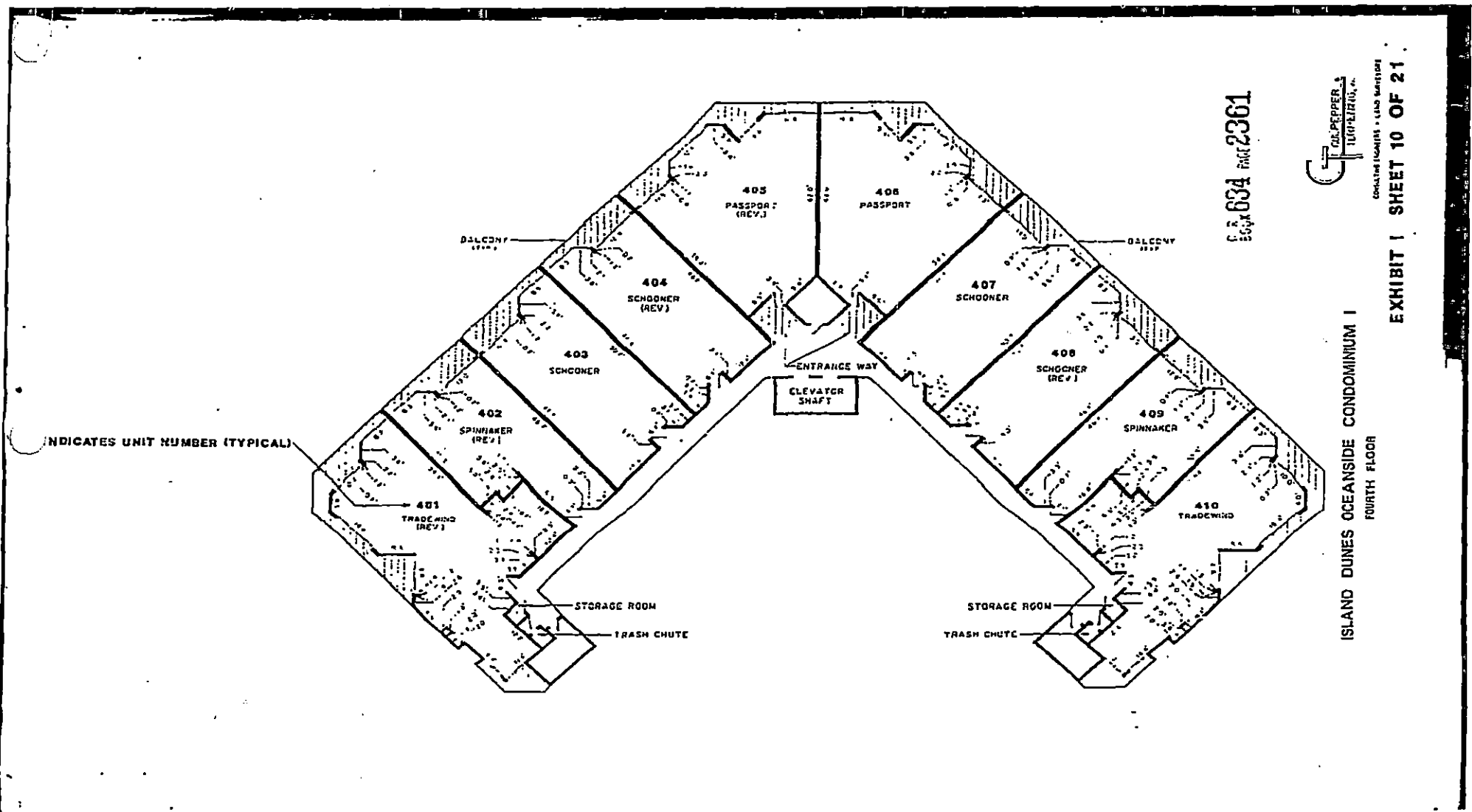
05-634 Rev 2360

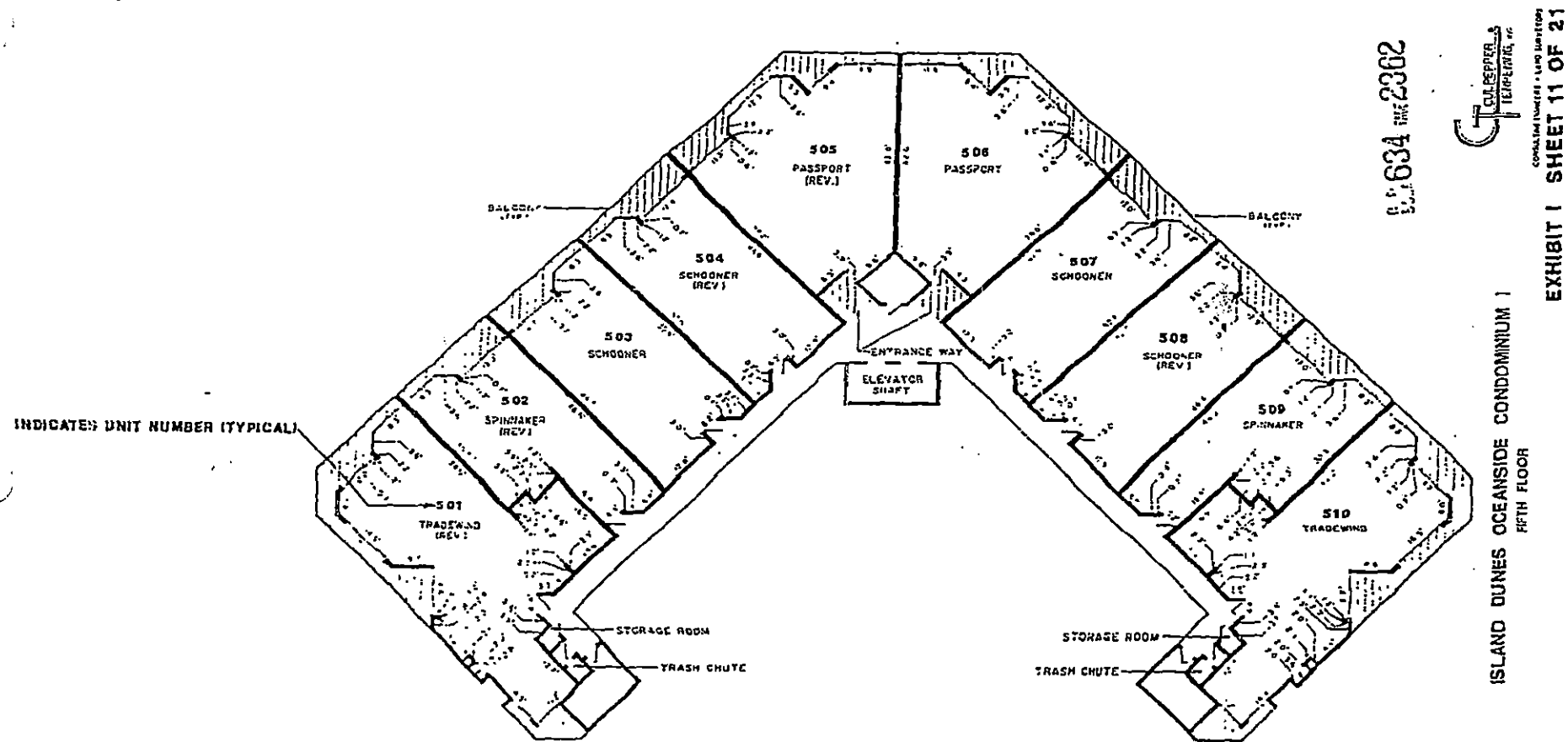


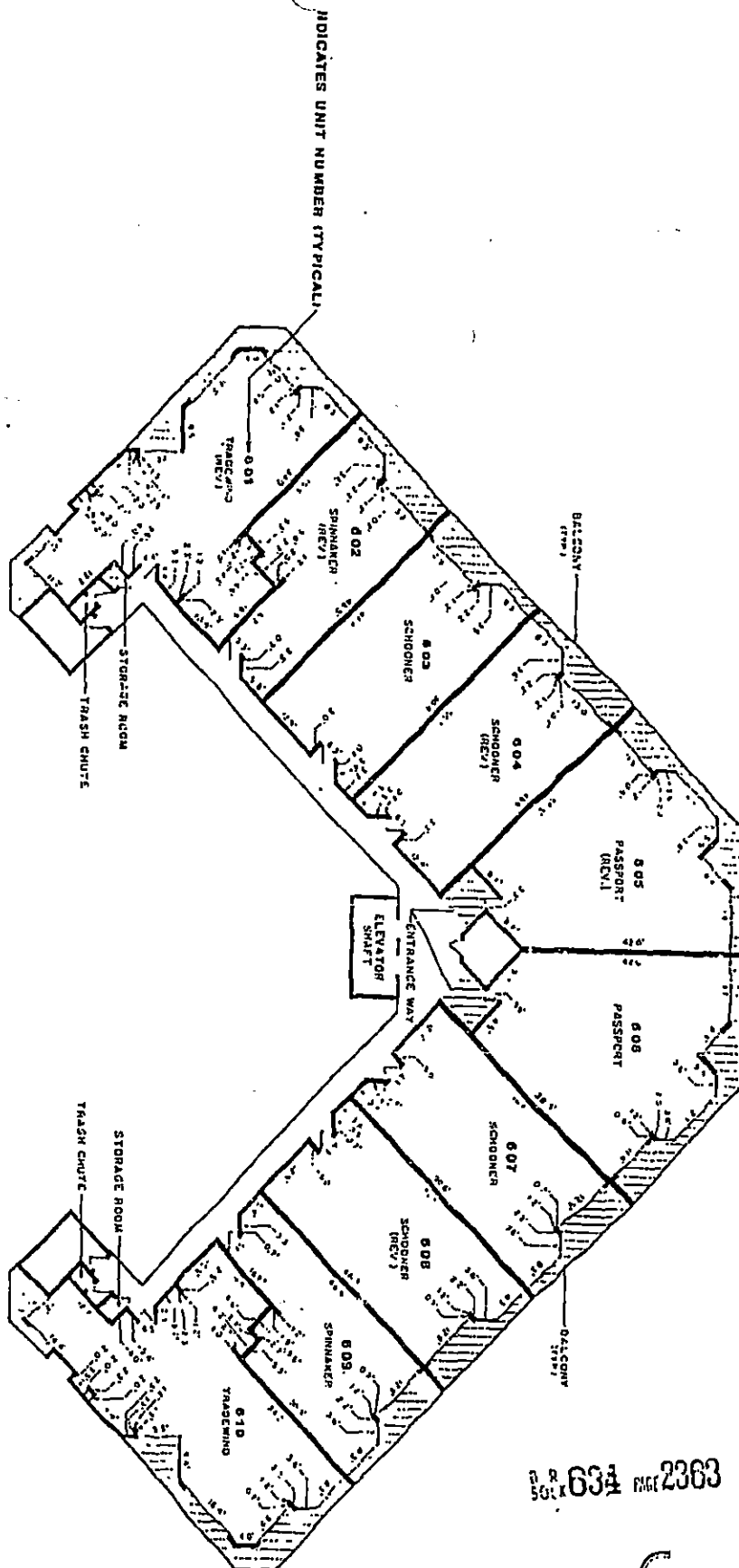
CONSTRUCTION - L&L BARTON

ISLAND DUNES OCEANSIDE CONDOMINIUM I
THIRD FLOOR

EXHIBIT I SHEET 9 OF 21







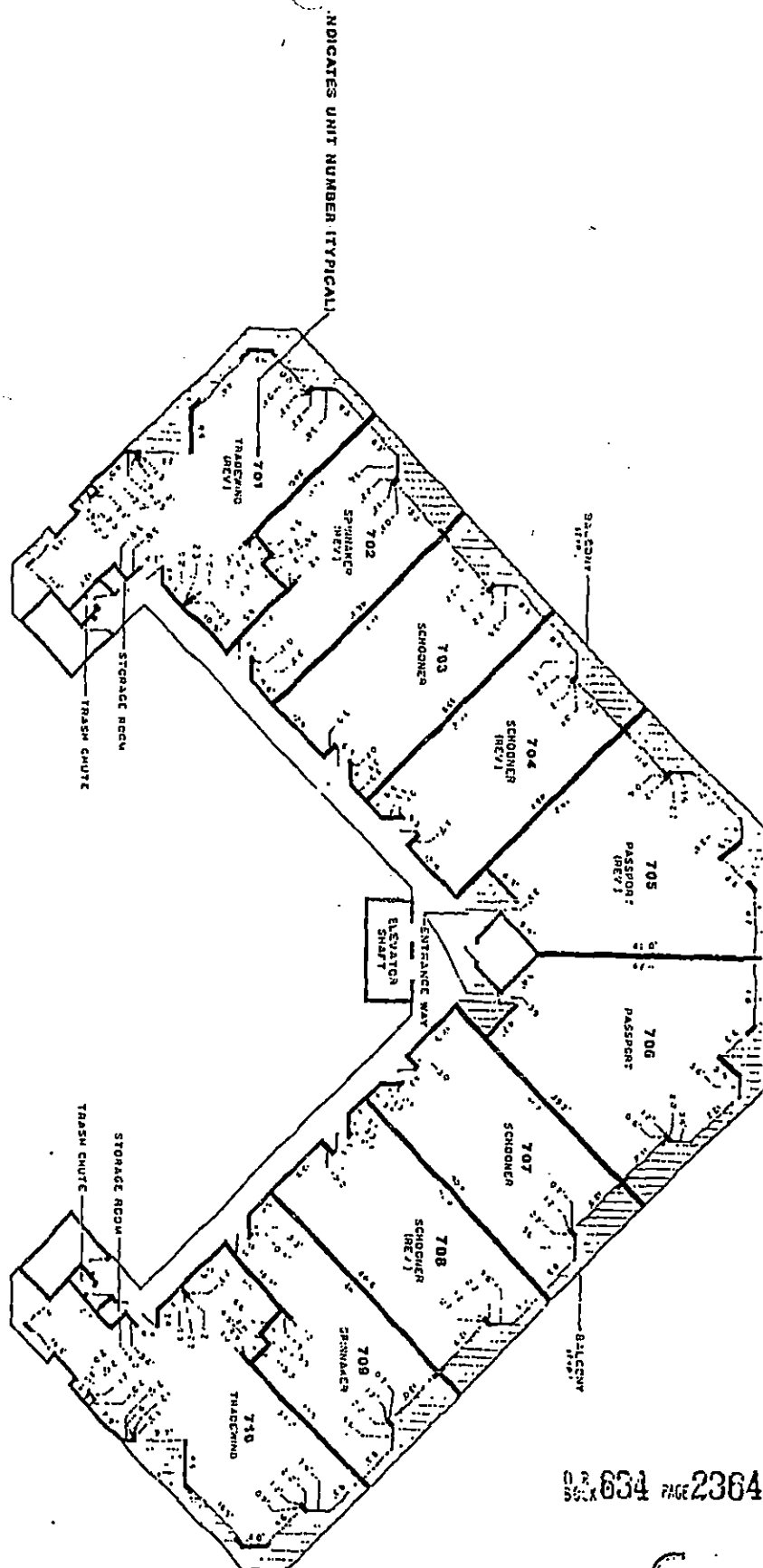
50' x 63' 4" PAGE 2363

ISLAND DUNES OCEANSIDE CONDOMINIUM I
SIXTH FLOOR



CONSULTING ENGINEERS • LAND SURVEYORS

EXHIBIT I SHEET 12 OF 21



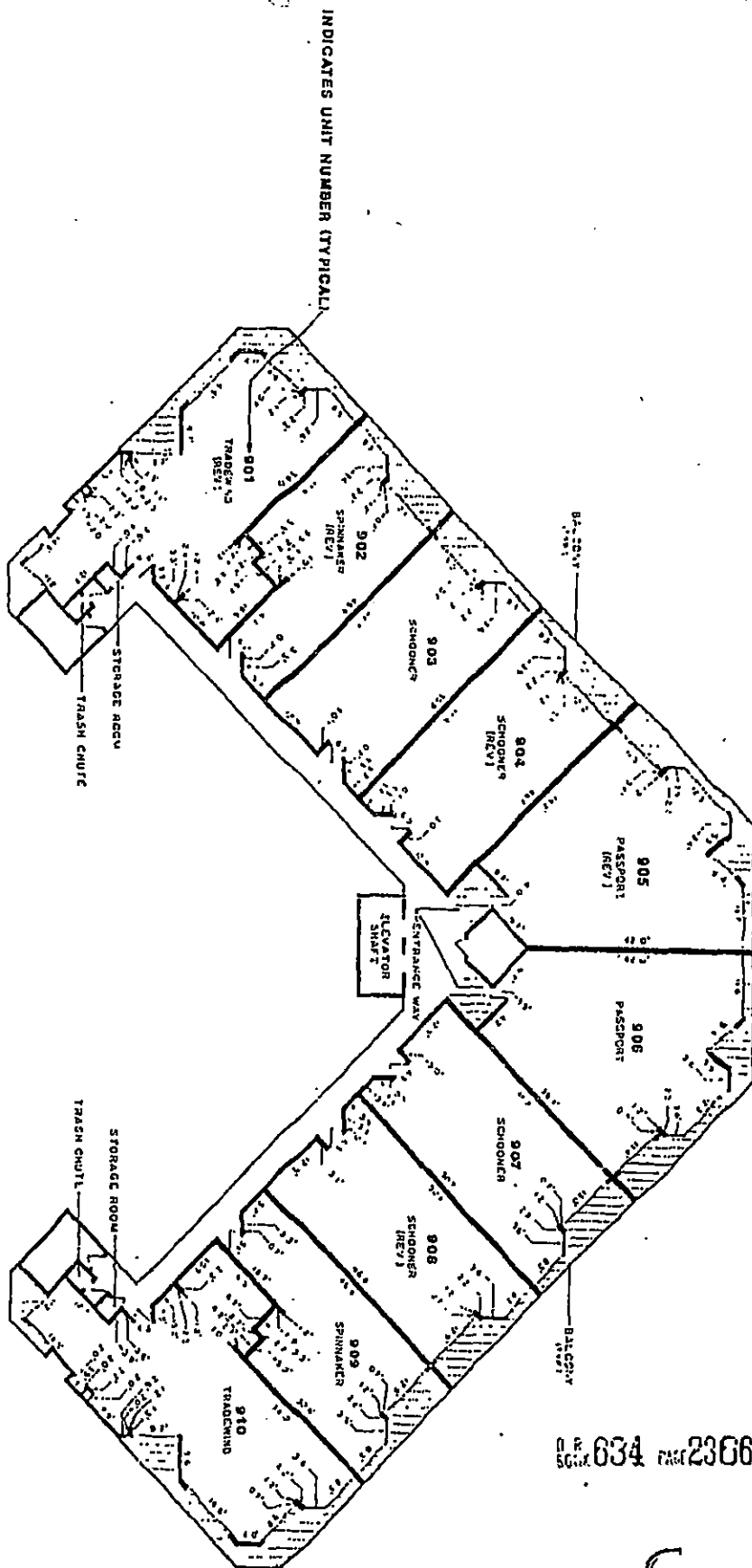
03-634 PAGE 2364

ISLAND DUNES OCEANSIDE CONDOMINIUM 1
SEVENTH FLOOR



CIVIL ENGINEERS & LAND SURVEYORS

EXHIBIT I SHEET 13 OF 21

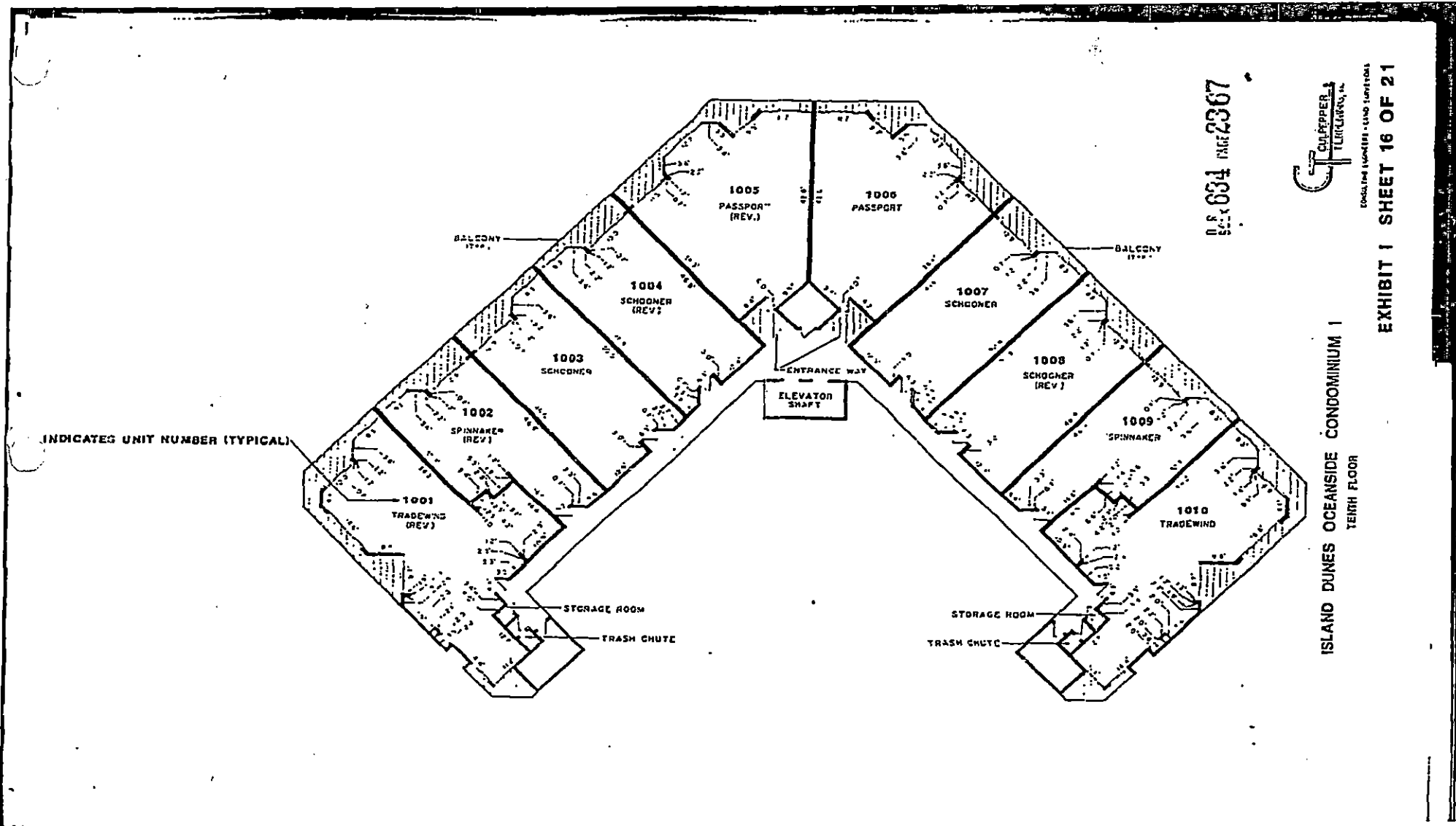


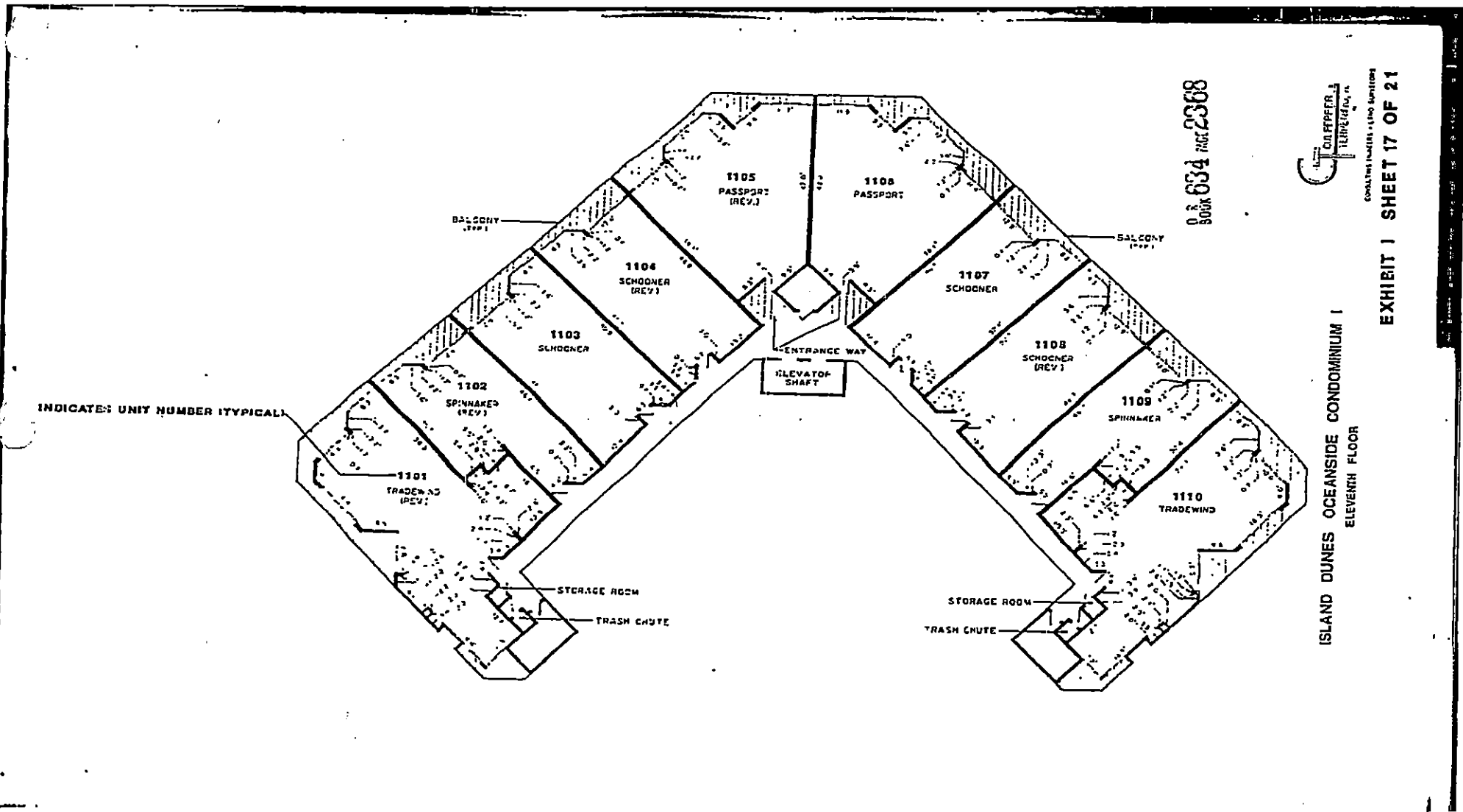
D.R. 634 PAGE 2306

ISLAND DUNES OCEANSIDE CONDOMINIUM I
NINTH FLOOR

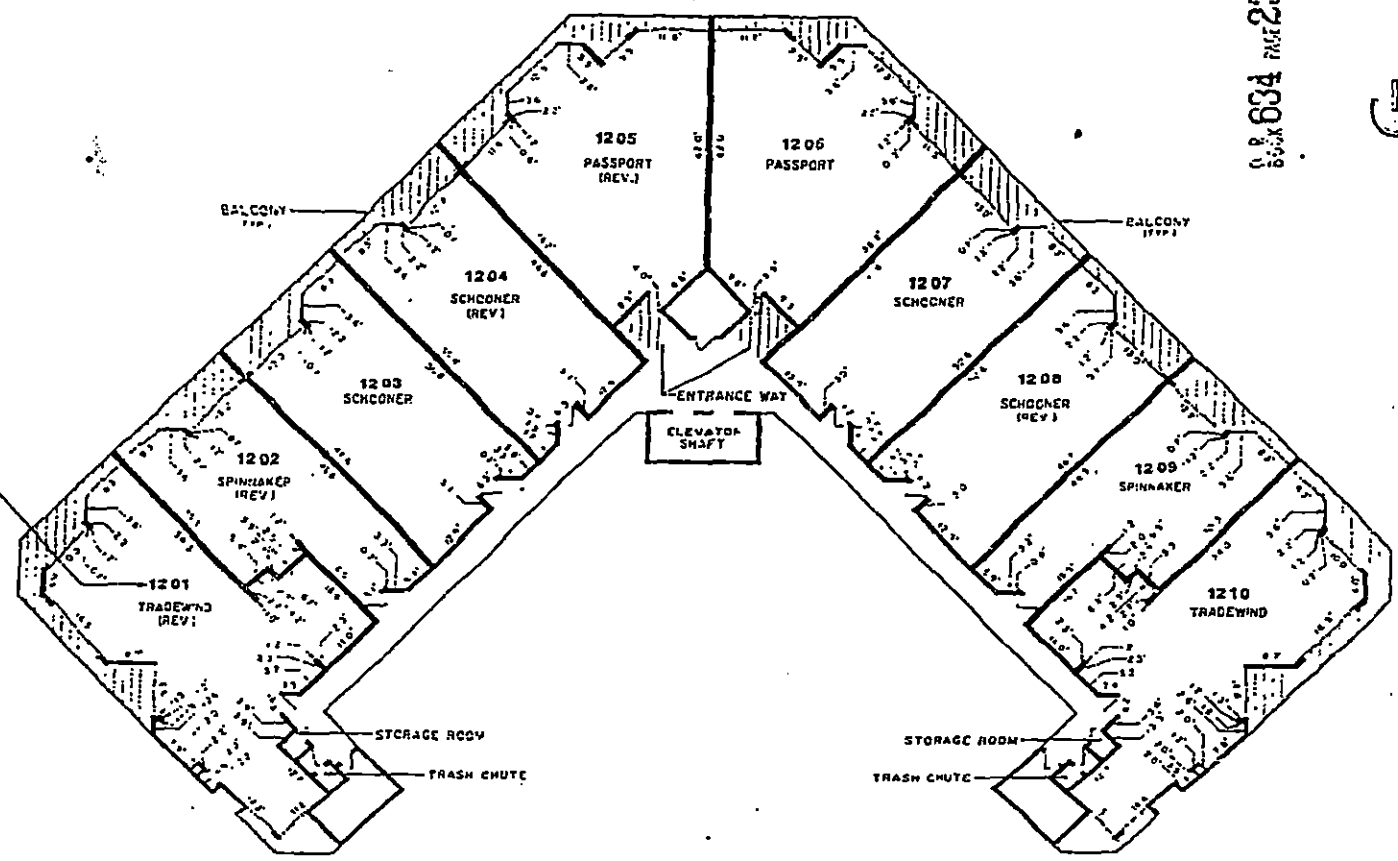


EXHIBIT I SHEET 15 IF 21

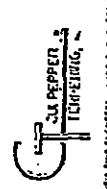




INDICATES UNIT NUMBER (TYPICAL)



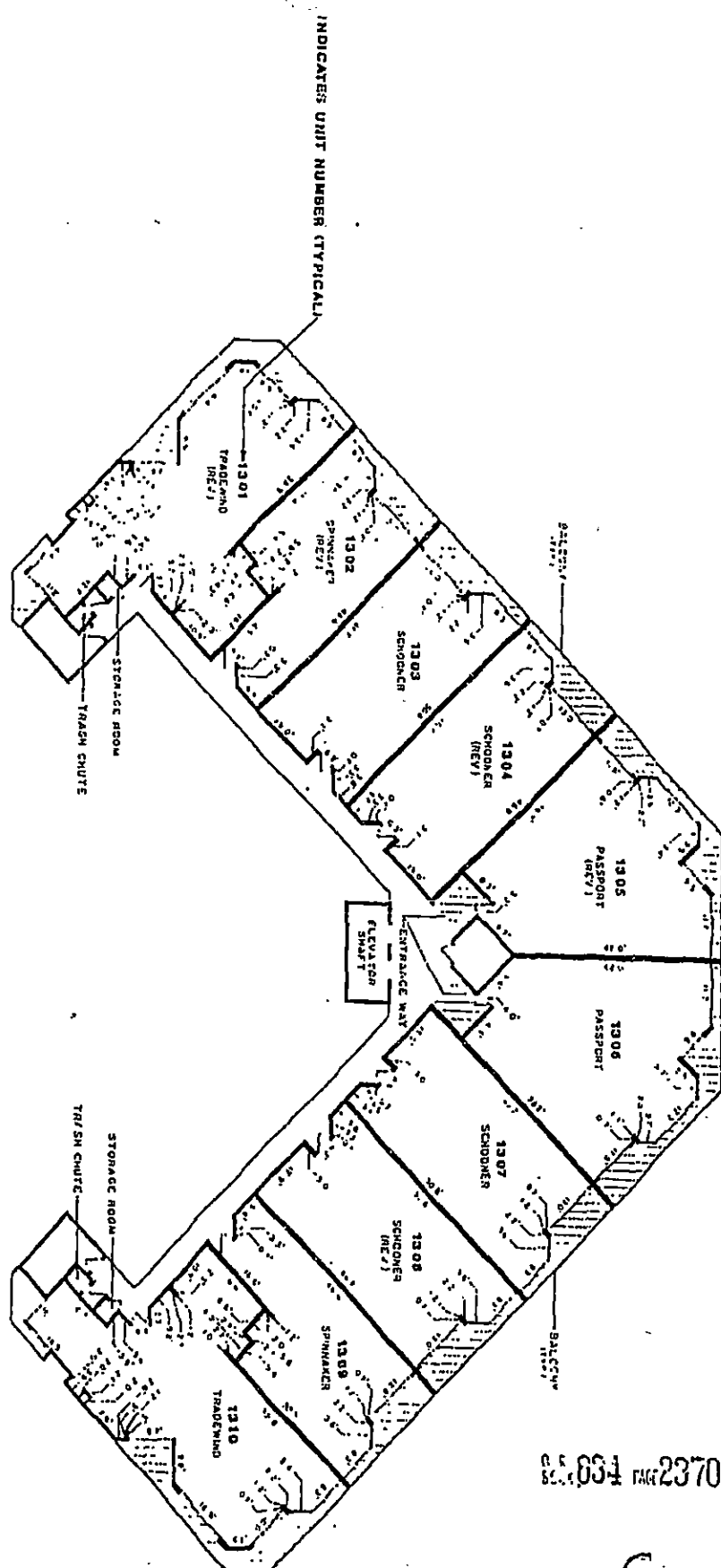
684 2369



CONSTRUCTION

ISLAND DUNES OCEANSIDE CONDOMINIUM I
TWELFTH FLOOR

EXHIBIT 1 SHEET 18 OF 21



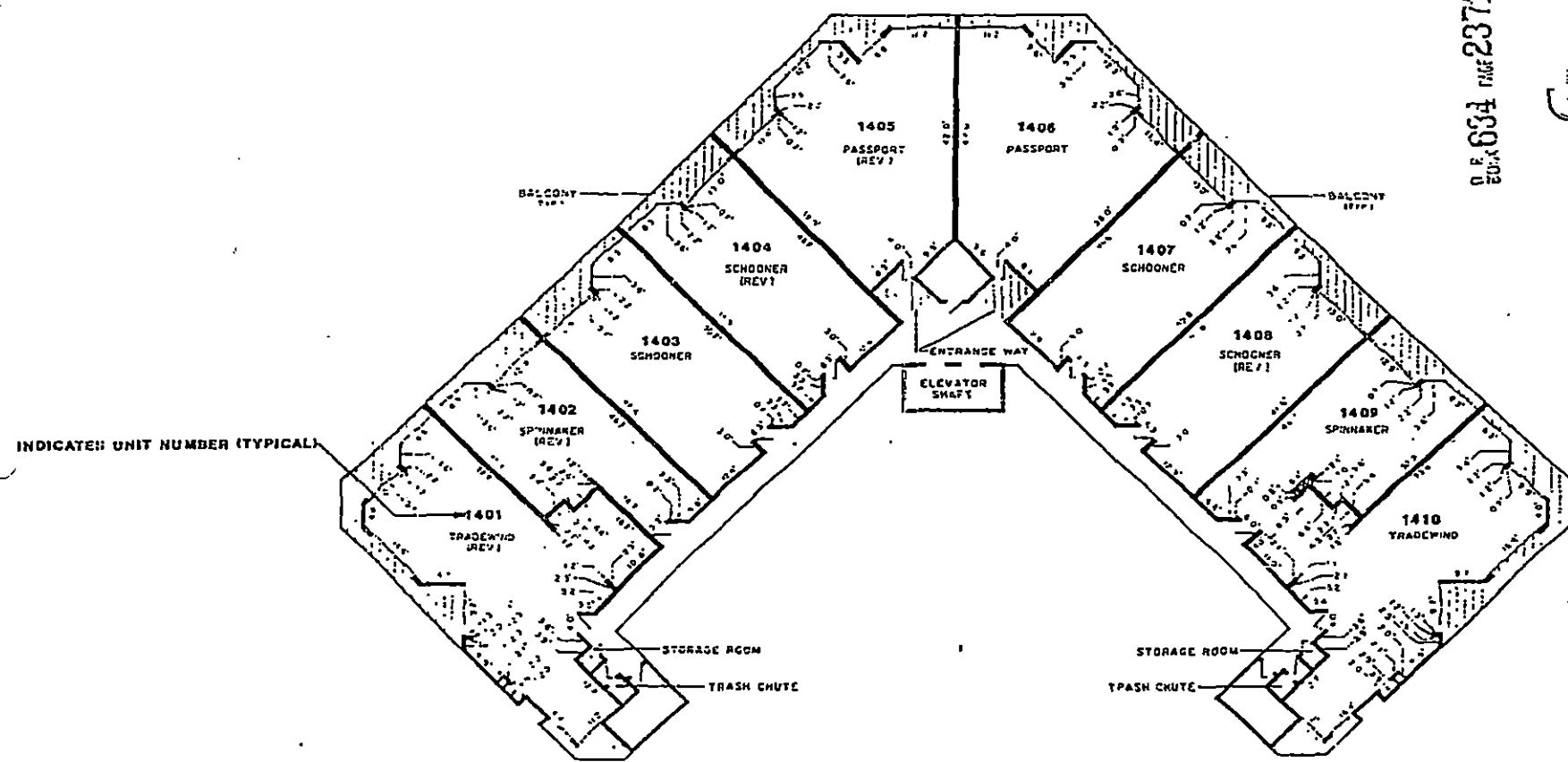
85.034 PAGE 2370

ISLAND DUNES OCEANSIDE CONDOMINIUM 1
THIRTEENTH FLOOR

CULPEPPER, R.
11. HIEBOLD, W.

CONSULTING • LEADERSHIP

EXHIBIT I SHEET 19 OF 21

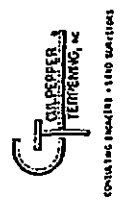
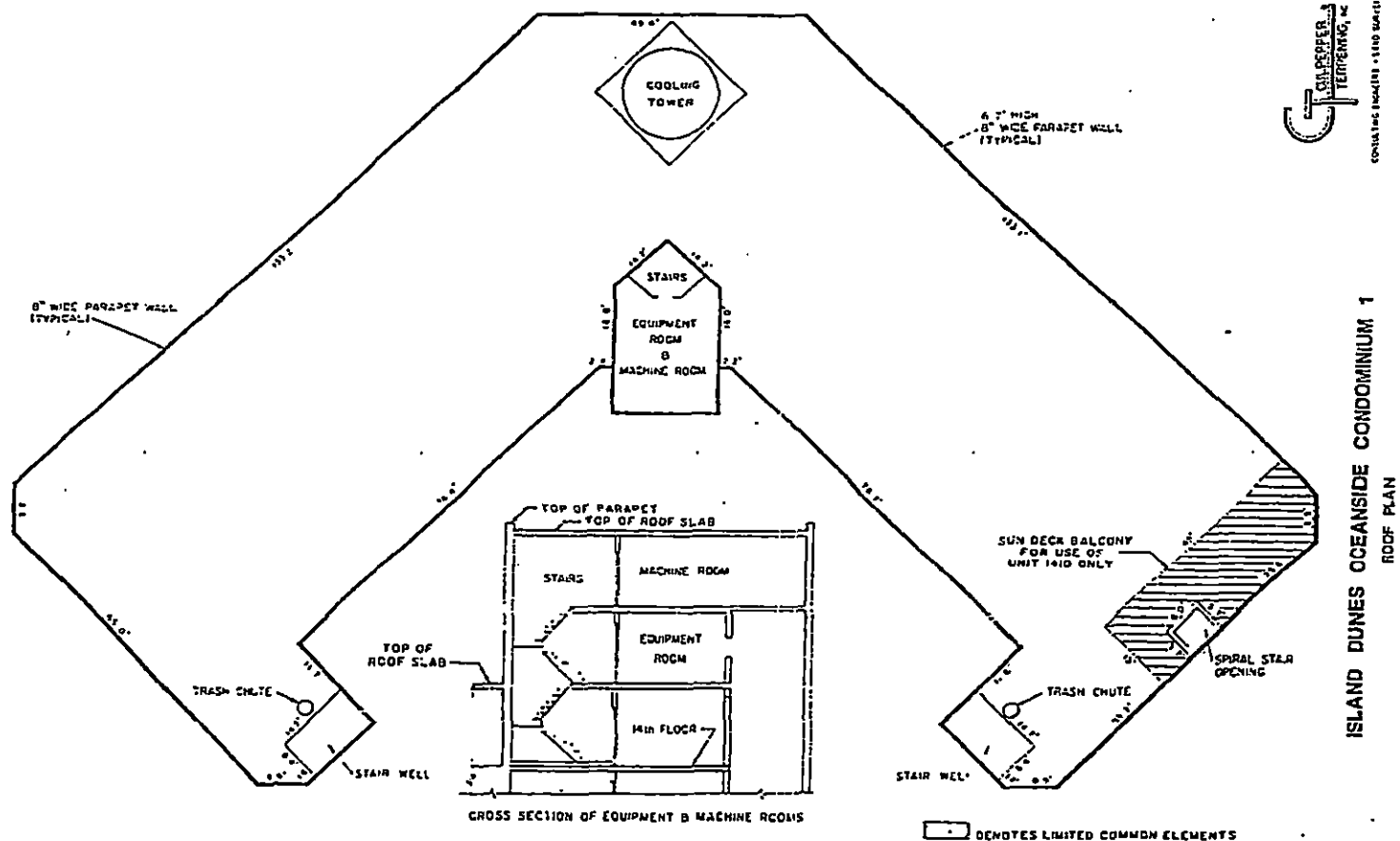


U. S. 634 2371

CLIPPER
Laid Out, 4

**ISLAND DUNES OCEANSIDE CONDOMINIUM I
FOURTEENTH FLOOR**

EXHIBIT 1 SHEET 20. OF 21



ISLAND DUNES OCEANSIDE CONDOMINIUM 1
ROOF PLAN

EXHIBIT I SHEET 21 OF 21

D.R. 634 PAGE 2372
BOOK

**EXHIBIT NO. 2 TO DECLARATION OF CONDOMINIUM
OF ISLAND DUNES OCEANSIDE CONDOMINIUM I**

Undivided shares in Common Elements
Percentage Ownership in Common Surplus
Percentage Obligations of Common Expenses

<u>Unit No.</u>	<u>Percentage</u>
102	.006852268
103	.006852268
108	.006852268
109	.006852268
201	.009495268
202	.005604268
203	.006852268
204	.006852268
205	.008603268
206	.008603268
207	.006852268
208	.006852268
209	.005604268
210	.009495268
301	.009495268
302	.005604268
303	.006852268
304	.006852268
305	.008603268
306	.008603268
307	.006852268
308	.006852268
309	.005604268
310	.009495268
401	.009495268
402	.005604268
403	.006852268
404	.006852268
405	.008603268
406	.008603268
407	.006852268
408	.006852268
409	.005604268
410	.009495268
501	.009495268
502	.005604268
503	.006852268
504	.006852268
505	.008603268
506	.008603268
507	.006852268
508	.006852268
509	.005604268
510	.009495268
601	.009495268
602	.005604268
603	.006852268
604	.006852268
605	.008603268
606	.008603268
607	.006852268
608	.006852268
609	.005604268

BOOK 834 PAGE 2373

EXHIBIT 2 TO DECLARATION
PAGE 1 OF 3

DOC/Exhibit2/890424

<u>Unit No.</u>	<u>Percentage</u>
610	.009495268
701	.009495268
702	.005604268
703	.006852268
704	.006852268
705	.008603268
706	.008603268
707	.006852268
708	.006852268
709	.005604268
710	.009495268
801	.009495268
802	.005604268
803	.006852268
804	.006852268
805	.008603268
806	.008603268
807	.006852268
808	.006852268
809	.005604268
810	.009495268
901	.009495268
902	.005604268
903	.006852268
904	.006852268
905	.008603268
906	.008603268
907	.006852268
908	.006852268
909	.005604268
910	.009495268
1001	.009495268
1002	.005604268
1003	.006852268
1004	.006852268
1005	.008603268
1006	.008603268
1007	.006852268
1008	.006852268
1009	.005604268
1010	.009495268
1101	.009495268
1102	.005604268
1103	.006852268
1104	.006852268
1105	.008603268
1106	.008603268
1107	.006852268
1108	.006852268
1109	.005604268
1110	.009495268
1201	.009495268
1202	.005604268
1203	.006852268
1204	.006852268
1205	.008603268
1206	.008603268
1207	.006852268
1208	.006852268
1209	.005604268
1210	.009495268
1301	.009495268
1302	.005604268
1303	.006852268

OR BOOK 634 PAGE 2374

EXHIBIT 2 TO DECLARATION
PAGE 2 OF 3

DOC/Exhibit 2/890424

Unit No.

1304
1305
1306
1307
1308
1309
1310
PH 1
PH 2
PH 3
PH 4
PH 5
PH 6
PH 7
PH 8
PH 9
PH 10

Percentage

.006852268
.008603268
.008603268
.006852268
.006852268
.005604268
.009495268
.009495268
.005604268
.006852268
.006852268
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.005604268
.009495268

EXHIBIT "3"

**AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
ISLAND DUNES OCEANSIDE I
CONDOMINIUM ASSOCIATION, INC.**

(A Florida Corporation Not For Profit)

The purpose of this Amended and Restated Articles of Incorporation is to continue the purposes of the Articles of Incorporation as originally filed with the Department of State on December 14, 1988 and amended on February 21, 1991.

I.

NAME OF CORPORATION

The name of this Corporation shall be "ISLAND DUNES OCEANSIDE I CONDOMINIUM ASSOCIATION, INC." (hereinafter referred to as the "Condominium Association")

II.

PURPOSE

The purpose of the Condominium Association shall be to be the "Association," as said term is defined in the Florida Condominium Act, Florida Statutes, Chapter 718 (the "Condominium Act") as amended from time to time, for ISLAND DUNES OCEANSIDE CONDOMINIUM I (the "Condominium"), which Condominium is situate in St. Lucie County, Florida, and which Condominium was created by the recordation of a certain Declaration of Condominium of ISLAND DUNES OCEANSIDE CONDOMINIUM I (the "Declaration of Condominium"), and as such the Condominium Association shall operate the Condominium and perform all of the functions assigned to the Condominium Association by the Condominium Act and the Declaration of Condominium.

III.

POWERS

The Condominium Association shall have all of the common law and statutory powers of a corporation not for profit which are reasonably necessary to implement the purposes of the Association, including, but not limited to, the power to engage from time to time a manager or management firm or other agent to assist the Condominium Association in carrying out its duties and responsibilities.

IV.

MEMBERSHIP

The qualification of members of the Condominium Association (the "Members"), the manner of their admission to membership, the manner of the termination of such membership and voting by Members shall be as follows:

1. All owners of condominium units in the Condominium ("Units") shall be Members and no other persons or entities shall be entitled to membership in the Condominium Association.

2. Membership in the Condominium Association shall be established automatically and without further action upon the acquisition of ownership of fee title to or fee interest in a Unit, whether by conveyance, devise, or judicial decree, whereupon the membership in the Condominium Association of the prior owner of such Unit shall terminate automatically and without further action.

3. The share of a Member in the funds and assets of the Condominium Association and membership in the Condominium Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Unit.

4. Voting by the Members in the affairs of the Condominium Association shall be in accordance with the provisions of the Declaration of Condominium and of the By-Laws of the Condominium Association (the "By-Laws") pertaining hereto.

V.

TERM

The term for which the Association is to exist shall be perpetual.

VI.

OFFICERS

The affairs of the Association shall be managed by a President, Vice President, Secretary, Treasurer and such other officers as may be authorized by the Board of Directors. Said officers shall be elected annually by the Board of Directors as provided in the By-Laws.

VII.

DIRECTORS

1. The affairs of the Association shall be directed by a Board of Directors. The number of Directors shall be five (5).

VIII.

INDEMNIFICATION

Every Director and every officer of the Condominium Association (and the Directors and/or officers as a group) shall be indemnified by the Condominium Association against all expenses and liabilities, including counsel fees (at all trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding or litigation or settlement in which he may become involved by reason of his being or having been a Director or officer of the Condominium Association. The foregoing provisions for indemnification shall apply whether or not he is a Director or officer at the time such expenses are incurred. Notwithstanding the above, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board of Directors approves such settlement and authorizes reimbursement for the costs and expenses of the settlement as in the best interest of the Condominium Association, and in instances where a Director or officer admits or is adjudged guilty of gross misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled, whether by statute or common law.

IX.

BY-LAWS

The By-Laws may be altered, amended or rescinded by the affirmative vote of not less than a majority of the total votes of all Members cast at a regular or special meeting of the Membership and the affirmative approval of a majority of the Board of Directors at a regular or special meeting of the Board of Directors. The right to modify, amend or rescind may be restricted in the manner provided for in the By-Laws.

X.

REGISTERED OFFICE AND AGENT

The street address of the registered office of this Corporation shall be as designated by the Board of Directors from time to time, and the name of the registered agent of this Corporation shall be designated by the Board of Directors from time to time.

XI.

AMENDMENTS

1. Subject to the provisions of Article XI 2 hereof, these Articles of Incorporation may be amended at any meeting of the Members by the affirmative vote of two-thirds (2/3) of the total votes of all Members.

2. No amendment shall be made to these Articles of Incorporation which would in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration of Condominium.

These Amended and Restated Articles of Incorporation for Island Dunes Oceanside I Condominium Association, Inc., were approved by two-thirds (2/3) of the Members, which vote was sufficient for approval. Said approval occurred at the Members Meeting held on December 5, 2020.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name, by its President and Secretary, and its corporate seal affixed on this 27th day of December, 2020.

WITNESSES AS TO PRESIDENT:

ISLAND DUNES OCEANSIDE I
CONDOMINIUM ASSOCIATION, INC.

Mateline Hobbs
Print Name: Mateline Hobbs

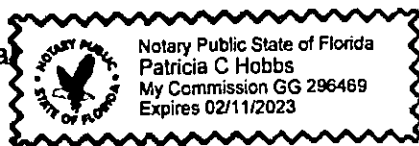
By: Leonard Amato, President

Borislav Matenowski
Print Name: Borislav Matenowski

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Leonard Amato, as President of Island Dunes Oceanside I Condominium Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on December 27, 2020.

Notarial Seal



Patricia C. Hobbs
Notary Public
Print Name: Patricia C. Hobbs
My Commission Expires: 02/11/2023

WITNESSES AS TO SECRETARY:

ISLAND DUNES OCEANSIDE I
CONDOMINIUM ASSOCIATION, INC.

Mateline Hobbs
Print Name: Mateline Hobbs

By: James C. Schneider, Secretary

Borislav Matenowski
Print Name: Borislav Matenowski

CORPORATE
SEAL

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Leonard Amato, as Secretary of Island Dunes Oceanside I Condominium Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on December 27, 2020.

Notarial Seal

Patricia C. Hobbs
Notary Public
Print Name: Patricia C. Hobbs
My Commission Expires: 02/11/2023

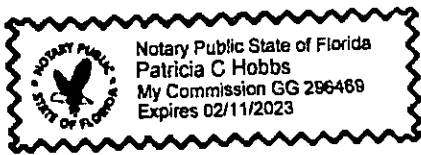


EXHIBIT "4"

**AMENDED AND RESTATED
BY-LAWS
OF
ISLAND DUNES OCEANSIDE I CONDOMINIUM ASSOCIATION, INC.**

(A Florida Corporation Not For Profit)

The purpose of these Amended and Restated Bylaws is to continue the purpose of the original Bylaws recorded in the St. Lucie County public records at Official Records Book 634, Page 2385, et. seq., and amended at OR Book 717, Page 2455, et. seq., OR Book 727, Page 1283, et. seq., OR Book 1052, Page 2938, et. seq. and OR Book 3744, Page 881, et. seq.

In cases of any conflict between the Articles of Incorporation of the Association and these By-Laws, the Articles of Incorporation shall govern and control. In case of any conflict between the Declaration of Condominium and these By-Laws, the said Declaration shall govern and control.

Section 1. Identification of Association.

These are the By-Laws of ISLAND DUNES OCEANSIDE I CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Condominium Association", as duly adopted by its Board of Directors. The Condominium Association is a corporation not for profit organized pursuant to and under Chapter 617 of the Florida Statutes for the purposes of being the "Association" as said term is defined in the Florida Condominium Act, Florida Statutes, Chapter 718, as the same may be from time to time amended (the "Condominium Act"), for Island Dunes Oceanside Condominium I (the "Condominium"), which Condominium is situate in St. Lucie County, Florida, and which Condominium has been created by the recordation of a certain "Declaration of Condominium of Island Dunes Oceanside Condominium I" (the "Declaration of Condominium"), and as such Association to operate the Condominium and to exercise all of the rights and duties delegated to the Condominium Association by the Condominium Act and the Declaration of Condominium.

1.1 The office of the Condominium Association shall be as designated by the Board of Directors from time to time.

1.2 The fiscal year of the Condominium Association shall be from January 1 through December 31, unless the Board of Directors shall determine otherwise.

1.3 The seal of the Condominium Association shall bear the name of the Condominium Association, the word "Florida", and the words "Corporation Not For Profit".

Section 2. Definitions.

2.1 When used in these By-Laws, the following terms (unless the context clearly requires otherwise) shall have the same meanings respectively ascribed to them in the Declaration of Condominium:

Approved Mortgage
Assessments
Common Expenses
Condominium Documents
Condominium Property

2.2 "Articles" means the Articles of Incorporation of the Condominium Association.

2.3 "Board" means the Board of Directors of the Condominium Association.

2.4 "Director" means a member of the Board.

2.5 "Members" means each and every member of the Condominium Association, and the "Membership" means all of the Members.

2.6 "Address Register" means the register of addresses and email addresses to be maintained by the Secretary of the Condominium Association.

Section 3. Membership, Members' Meetings, Voting and Proxies.

3.1 The qualifications of Members, the manner of their admission to membership in the Condominium Association and the manner of the termination of such membership shall be as set forth in Article IV of the Articles.

3.2 The Members shall meet annually at the office of the Condominium Association or at such other place in St. Lucie County, Florida, as determined by the Board and as designated in the notice of such meeting at a time designated by the Board on the third Wednesday in the month of January of each year (the "Annual Members' Meeting"); provided, however, that if that day is a legal holiday, then the meeting shall be held at the same hour on the next succeeding Wednesday which is not a legal holiday. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board, and to transact any other business authorized to be transacted by the Members.

3.3 Special meetings of the Members shall be held at any place within St. Lucie County, Florida, whenever called by the President, or in his absence, the Vice President, or a majority of the Board. A special meeting must be called by the President or Vice President of the Condominium Association upon receipt of a written request from one-third (1/3) of the Membership.

3.4 A notice of all meetings of Members (whether the Annual Members' Meeting or a special meeting of the Members) shall be mailed, hand delivered or sent

by electronic transmission to each Member entitled to vote at the address as it appears in the Address Register not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting. Proof of such delivery shall be given by affidavit of an officer of the Condominium Association, which affidavit shall be kept in the official records of the Condominium Association, the notice shall state the time and place of such meeting and the object for which the meeting is called and shall be signed by an officer of the Condominium Association. Notice of all meetings of Members shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days prior to any such meeting. Any provision herein to the contrary notwithstanding, notice of any meeting may be waived by any Member before, during or after such meeting, which waiver shall be in writing.

3.5 The membership may, at the discretion of the Board, act by written agreement in lieu of a meeting provided that written notice of the matter or matters to be determined by such Members is given to the Membership at the addresses and within the time periods set forth in Section 3.4 hereof or is duly waived in accordance with such Section. Any determination as to the matter or matters to be determined pursuant to such notice by the number of persons that would be able to determine the subject matter at a meeting shall be binding on the Membership. Any such notice shall set forth a time period during which time a response may be made thereto.

3.6 A quorum of the Membership shall consist of persons entitled to cast a majority of the votes of the entire Membership. A Member may join in the action of a meeting by signing and concurring in the minutes thereof, however such a signing shall not constitute the presence of such parties for the purpose of determining a quorum. When a quorum is present at any meeting and a question is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if such question is one which by express provisions of the Condominium Act as amended from time to time or the Condominium Documents requires a vote other than such majority vote, then such express provision shall govern and control the required vote on the decision of such question.

3.7 If any meeting of the Membership cannot be organized because a quorum is not in attendance, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. In the case of the adjournment of a meeting, notice to the Members of such adjournment shall, subject to the Condominium Act as amended from time to time, be in the manner determined by the Board.

3.8 Minutes of all meetings shall be kept in a businesslike manner and shall be available for inspection by the Members, their authorized representatives, and Directors at all reasonable times. The Association shall retain these minutes commencing with the inception of the Association.

3.9 Voting rights of Members shall be as stated in the Declaration of Condominium and the Articles. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is

substituted by a Member to vote for him and in his place and stead. Proxies shall be in writing and shall be valid only for the particular meeting designated therein and any adjournments thereof if so stated. A proxy must be filled with the Secretary of the Condominium Association before the appointed time of the meeting in order to be effective. Any proxy may be revoked at any time at the pleasure of the Member executing the proxy. In no event shall any proxy be valid for a period of longer than 90 days after the date of the first meeting for which such proxy was given.

Section 4. Board of Directors; Directors' Meetings.

4.1 The form of administration of the Condominium Association shall be by a Board of Directors. The Board shall consist of five (5) Directors.

4.2 The election and, if applicable, designation of Directors, shall be conducted in accordance with the Articles and the Condominium Act, as amended from time to time.

4.3 Vacancies in the Board shall be filled by persons elected by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations of a Director elected at an Annual Members' Meeting and shall serve until the expiration of the term.

4.4 The term of each Director's service shall extend for a period of two years and/or until his successor is duly elected and qualified, or until he is removed in the manner elsewhere provided herein. The terms of the directors shall be staggered.

4.5 The organizational meeting of a newly elected Board 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. No further notice of the organizational meeting shall be necessary.

4.6 Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President, or in his absence, the Vice President. Special meetings must be called by the Secretary at the written request of one-third (1/3) of the Directors.

4.7 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or electronic transmission at least three (3) days prior to the day named for such meeting. Except in an emergency, notice of a Board meeting shall be posted conspicuously on the Condominium Property for the attention of Members as provided in the Condominium Act, as amended from time to time. Any Director may waive notice of a meeting before, during or after such meeting, and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.8 A quorum of the Board of Directors shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall

constitute the official acts of the Board, except as specifically otherwise provided in the Declaration of Condominium, Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted so long as a quorum is present at such adjourned meeting. In the case of the adjournment of a meeting, notice to the Directors of such adjournment shall, subject to the Condominium Act, as amended from time to time, be as determined by the Board.

4.9 The presiding officer at Board meetings shall be the President.

4.10 Directors shall not receive any compensation by virtue of their service as Directors.

4.11 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.12 The Board shall have the power to appoint Executive Committees of the Board consisting of not less than three (3) Directors. An Executive Committee shall have and exercise such powers of the Board as may be delegated to such Executive Committee by the Board.

4.13 Meetings of the Board shall be open to all Members as provided in the Condominium Act, as amended from time to time.

Section 5. Powers and Duties of the Board of Directors.

5.1 All of the powers and duties of the Condominium Association, including those existing under the Condominium Act as amended from time to time and the Condominium Documents, shall be exercised by the Board of Directors unless otherwise specifically delegated therein to the Members. Such powers and duties of the Board shall be exercised in accordance with the provisions of the Condominium Act as amended from time to time, and the Condominium Documents.

5.2 The Board of Directors shall have the power to fix and determine, from time to time, the sum or sums necessary and adequate to provide for the Common Expenses. Assessments sufficient to provide for the Common Expenses shall be mailed or delivered to each Member at his address as it appears in the Address Register in such frequency as determined by the Board of Directors, but in no event shall Assessments be sent less frequently than on a quarterly basis. The Board of Directors shall collect overdue Assessments in the manner provided in the Declaration of Condominium.

5.3 The Board of Directors shall have the power to levy reasonable fines as prescribed by law against a Unit for the failure of the Owner of the Unit or its occupant, licensee or invitee to comply with any provisions of the Declaration of Condominium, these By-Laws or reasonable rules and regulations of the Association.

Section 6. Officers of the Condominium Association.

6.1 The officers of the Condominium Association shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary, and such other officers as may be authorized by the Board, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by a vote of the Directors at any meeting of the Board.

6.2 The President shall be the chief executive officer of the Condominium Association. He shall have all the powers and duties which are usually vested in the office of the President of a Condominium Association, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Condominium Association. The President shall preside at all meetings of the Board.

6.3 In the absence or disability of the President, the Vice President shall exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board.

6.4 The Secretary shall keep the minutes of all meetings of the Board and the Membership, which minutes shall be kept in a businesslike manner and shall be available for inspection by Members and Directors as required by the Condominium Act, as amended from time to time. He shall have custody of the seal of the Condominium Association and shall affix the same to instruments requiring such seal when duly authorized and directed by the Board to do so. He shall keep the records of the Condominium Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Condominium Association as may be required by the Board or the President.

6.5 The Treasurer shall have custody of all of the property of the Condominium Association, including funds, securities and evidences of indebtedness. He shall keep the Assessment rolls and accounts of the Members; he shall keep the books of the Condominium Association in accordance with good accounting practices; and he shall perform all of the duties incident to the office of a Treasurer.

6.6 Officers of the Condominium Association shall not receive any compensation by virtue of their service as officers.

6.7 All officers and directors of the Condominium Association who control or disburse funds of the Condominium Association shall be bonded. The cost of bonding shall be borne by the Condominium Association.

Section 7. Accounting Records; Fiscal Management.

7.1 The Condominium Association shall maintain accounting records in accordance with good accounting practices which shall be open to inspection by Members or their authorized representatives in accordance with the Condominium Act,

as amended from time to time. Such authorization as a representative of a Member must be in writing and be signed by the Member giving such authorization and dated within sixty (60) days of the date of any such inspection. Written summaries of the accounting records shall be supplied at least annually to the Members. Such records shall include (i) a record of all receipts and expenditures; and (ii) an account for each Member which shall designate the name of the Member, the amount of each Assessment charged to the Member, the amounts and due dates for each Assessment, the amounts paid upon such account and the balance due.

7.2 (a) The Board of Directors shall adopt a budget of the Common Expenses of the Condominium Association for each forthcoming fiscal year (the "Budget") at a special meeting of the Board of Directors ("Budget Meeting") called for that purpose to be held during the first two weeks of December of each year. Prior to the Budget Meeting a proposed Budget shall be prepared by or on behalf of the Board, which Budget shall be detailed and shall show the amounts budgeted by accounts and expense classification, including, if applicable, the following items of expenses:

- (i) Salary and other Administration expenses of the Condominium Association;
- (ii) Management Fees;
- (iii) Fees payable to the Division of Florida Land Sales and Condominiums, and other professional services;
- (iv) Expenses for refuse collection, lawn care, utilities, building maintenance and repair, and other expenses for maintenance.
- (v) Rent and other use costs of recreational and other commonly used facilities;
- (vi) Taxes upon the Common Elements, leased areas, property owned by the Condominium Association, and other commonly used property;
- (vii) Taxes on areas leased by the Association for the common use and enjoyment of the Unit Owners;
- (viii) Insurance costs;
- (ix) Costs for security;
- (x) Operating Capital; materials and supplies;
- (xi) Reserves for capital expenditures, deferred maintenance, and general reserves
- (xii) Other expenses;

- (xiii) Expenses of obtaining services from a certified operator for pest control as defined by Florida Statute 428.021 (15) for each individual unit.

Reserve accounts, shall include but not be limited to roof replacement, building painting, pavement resurfacing, and such other reserves for the maintenance, repair and replacement of those portions of the Common Elements for which the deferred maintenance expense or replacement cost is greater than \$10,000. The amounts so reserved shall be computed by means of a formula based upon estimated life and estimated replacement costs of each reserve item. Such a reserve account in a particular Budget may, upon a majority vote of the Members present at a duly called meeting of the Condominium Association, be in an amount less than otherwise herein provided. The method of accounting for Association reserves will be the "pooled" or "cash flow" method.

Copies of the proposed budget and notice of the exact time and place of the Budget Meeting shall be provided to each Member at the Member's address as it appears in the Address Register not less than thirty (30) days prior to said Budget Meeting, and the Budget Meeting shall be open to the Membership.

(b) Subject to the requirements of Article XV B of the Declaration of Condominium, the Board may also include in any such proposed Budget a sum of money as an Assessment for the making of improvements, additions or alterations of the Condominium Property either annually or from time to time as the Board of Directors shall determine the same to be necessary.

(c) The depository of the Condominium Association shall be such bank or banks as shall be designated from time to time by the Board. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

(d) A review of the accounts of the Condominium Association shall be made annually by an auditor, accountant, or Certified Public Accountant designated by the Board and a copy of a report of such review shall be furnished to each Member not later than one hundred (100) days following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his last known address shown on the Address Register.

7.3 Within ninety (90) days following the end of the fiscal year, the Board of Directors shall supply to all Members a complete financial report for the previous twelve (12) months prepared in accordance with the Condominium Act, as amended from time to time. The report shall 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, those accounts and expense classifications set forth in Section 7.2(a) hereof.

7.4 Until the provisions of Section 718.112(2)(e) of the Condominium Act are declared invalid by the Courts, or until amended by the Legislature, the following shall be applicable:

(a) Should the Budget adopted by the Board at the Budget Meeting require Assessments against the Membership of an amount less than 115% of such Assessments for the prior year, the Budget shall be deemed approved by all Members. If, however, the Assessments required to meet the Budget exceed 115% of such Assessments for the preceding year (an "Excess Assessment"), then the provisions of subsections 7.4(b) and (c) hereof shall be applicable. There shall be excluded in the computation of the Excess Assessment the following expenses (the "Excluded Expenses"):

- (i) Reasonable reserves in respect of repair or replacement of the Condominium Property;
- (ii) Anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular or annual basis; and
- (iii) Assessments for betterments to the Condominium Property.

(b) Should a Budget requiring Excess Assessment be adopted by the Board, then upon written application requesting a special meeting signed by ten percent (10%) or more of the Members and delivered to the Board within twenty-one (21) days after the Budget Meeting, the Board shall call a special meeting to be held upon not less than fourteen (14) days' written notice to each Member, but within sixty (60) days of the adoption of the budget. At said special meeting, the Members may consider and enact a revision of the Budget. The enactment of a revision of the Budget shall require approval of not less than two-thirds (2/3) of the Membership. If such a revised Budget is enacted at said special meeting, then the revised Budget shall be the final Budget, or if a revised Budget is not enacted at such special meeting, then the Budget originally adopted by the Board shall be the final Budget. If no written application is delivered, as provided herein, then the Budget originally adopted by the Board shall be the final Budget.

(c) No Board of Directors shall be required to anticipate revenue from Assessments or expend funds to pay for Common Expenses not included in the Budget or which shall exceed budgeted items, and no Board of Directors shall be required to engage in deficit spending. Should there exist any deficiency which results from there being greater Common Expenses than income from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of a special Assessment to be levied by the Board as otherwise provided in the Declaration of Condominium.

Section 8. Rules and Regulations.

The Board may adopt rules and regulations or amend or rescind existing rules and regulations for the operations of the Condominium Association and the use of Condominium Property at any meeting of the Board; provided, however, that such rules and regulations are not inconsistent with the Condominium Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be provided to all members at their last known address as shown on the Address Register and shall not take effect until forty-eight (48) hours after such mailing.

Section 9. Parliamentary Rules.

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of the Condominium Association; provided, however, if such Rules are in conflict with the Articles, these By-Laws, the Declaration of Condominium or the Condominium Act, as amended from time to time, then the Articles, these By-Laws, the Declaration of Condominium or Condominium Act, as amended from time to time, as the case may be, shall apply and govern.

Section 10. Amendment of the By-Laws.

10.1 These By-Laws may be amended by the affirmative vote of not less than a majority of the Members present at a regular or special meeting of the Membership and the affirmative approval of a majority of the Board of Directors at a regular or special meeting of the Board of Directors. An amendment may be approved at the same meeting of the Board of Directors and/or Membership at which such amendment is proposed and may be proposed by either the Board of Directors or by the Membership.

10.2 No modification or amendment to the By-Laws shall be made by reference to its title or number only. Proposals to amend these By-Laws shall contain the full text of the By-Law to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens, unless doing so would hinder understanding of the proposed amendment. Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment to these By-Laws.

10.3 No modification or amendment to these By-Laws shall be adopted which would affect or impair the priority or validity of any Approved Mortgage.

WE HEREBY CERTIFY that the foregoing Amended and Restated By-Laws of Island Dunes Oceanside I Condominium Association, Inc. were duly adopted by a majority of the members present at the Members Meeting held on December 5, 2020, and by a majority of the Board of Directors at the Board Meeting held on December 5, 2020.

IN WITNESS WHEREOF, the undersigned has caused these presents to be signed in its name by its President, its Secretary and its corporate seal affixed this 27th day of December, 2020.

WITNESSES AS TO PRESIDENT:

Mateline Hobbs
Print Name: Mateline Hobbs

Ronald M. Lamm
Print Name: Ronald M. Lamm

ISLAND DUNES OCEANSIDE I
CONDOMINIUM ASSOCIATION, INC.

By: Leonard Amato, President

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Leonard Amato, as President of Island Dunes Oceanside I Condominium Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on December 27, 2020.

Notarial Seal



Patricia C. Hobbs
Notary Public
Print Name: Patricia C. Hobbs
My Commission Expires: 02/11/2023

WITNESSES AS TO SECRETARY:

Mateline Hobbs
Print Name: Mateline Hobbs

Ronald M. Lamm
Print Name: Ronald M. Lamm

ISLAND DUNES OCEANSIDE I
CONDOMINIUM ASSOCIATION, INC.

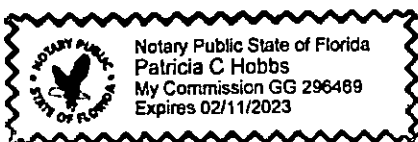
By: James C. Schneider
JAMES C. SCHNEIDER, Secretary

CORPORATE
SEAL

STATE OF FLORIDA
COUNTY OF St. Lucie

The foregoing instrument was subscribed, sworn, and acknowledged before me by means of ☒ physical presence or ☐ online notarization, by Leonard Amato, as Secretary of Island Dunes Oceanside I Condominium Association, Inc., ☒ who is personally known to me, or ☐ who has produced _____ as identification on December 27, 2020.

Notarial Seal



Patricia C. Hobbs
Notary Public
Print Name: Patricia C. Hobbs
My Commission Expires: 02/11/2023