



HARBOUR PLACE

Declaration

Articles

By Laws

and

Amendments



I certify that to the best of my knowledge and belief, the attached copy of the recorded Declaration of Condominium for Harbour Place, a Condominium, together with the attached Seven Original Amendments, comprise the entire Declaration of Condominium for Harbour Place, a Condominium.

HARBOUR PLACE DEVELOPMENT,
INC., A FLORIDA CORPORATION

BY: _____


KENNETH D. REED
VICE-PRESIDENT

Dated: November 5, 1993

DECLARATION OF CONDOMINIUM

ESTABLISHING

HARBOUR PLACE, A CONDOMINIUM

HARBOUR PLACE DEVELOPMENT, INC., a Florida corporation ("Developer"), does hereby declare as follows:

ARTICLE I
CREATION OF CONDOMINIUM

Developer hereby submits to condominium ownership the Condominium Property situate in the County of Monroe, State of Florida, as more particularly described in Exhibit A-I attached hereto, including all appurtenant improvements, and hereby declares the same to be a Condominium pursuant to Chapter 718 of the Florida Statutes, as it exists on the date hereof.

ARTICLE II
NAME

The name by which this Condominium is to be identified is: HARBOUR PLACE, A CONDOMINIUM.

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ARTICLE III
HISTORICAL PREFACE

Dating back as far as 1822, the Truman Annex Community was part of the United States Naval Station in Key West, Florida. The Navy recognized this portion of the island of Key West as a strategic location for defense operations. Many of the buildings now located in the Truman Annex Community, including the Administration Building which is part of this Condominium, were constructed during World War II. Three of these buildings are included in the National Register of Historical Places. These buildings are the "Little White House," a summer residence used primarily by former President Harry S. Truman, the Customs House, a red brick landmark designed by William Kerr, and the Coast Guard Headquarters, the only surviving building from the earliest Naval Station. Additional buildings within the Truman Annex Community, including the Administration Building, are eligible for the National Register.

While the greatest concentration of activity at the Naval Station occurred during World War II, the Truman Annex Community served as a defense base for the United States as early as Nineteenth Century confrontations with pirates from the Gulf and the Caribbean. In 1898, Key West, and The Truman Annex in particular, received national attention during the Spanish-American War when the Naval Station at Key West harbored the entire U.S. Atlantic fleet, including the doomed battleship, The Maine.

After World War II, the Naval Station retained much of its personnel and became a training base. During the Cuban Missile Crisis, President John F. Kennedy utilized this strategic location, including his personal office at the Administration Building, to plan the naval blockade of Cuba.

On March 31, 1974, the United States decommissioned the Naval Station which was later dedicated as the Harry S. Truman Annex.

This Instrument Prepared By:
John R. Allison, III
Keith, Mack, Lewis, Allison & Cohen
111 Northeast First Street
Miami, Florida 33132-2596

ARTICLE IV
DEFINITIONS

The following terms when used in this Declaration and its exhibits, and as they may hereafter be amended, shall have the meanings stated as follows, except where the context requires otherwise:

A. "Act" means the Florida Condominium Act (Chapter 718, Florida Statutes), as it exists on the date hereof.

B. "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as same may be amended from time to time.

C. "Assessment" means a share of the funds required for payment of Common expenses, which from time to time is charged to the Unit Owner(s).

D. "Assigns" means any person to whom some or all rights of a Unit Owner have been validly transferred by sale, lease, mortgage or otherwise.

E. "Association" or "Condominium Association" means Harbour Place Condominium Association, Inc., a not-for-profit Florida corporation, which is the entity responsible for the operation of the Condominium.

F. "Association Property" means that property, real or personal, the title or ownership of which is vested in the Association for the use and benefit of its Members.

G. "Board of Administration" or "Board" or "Directors" means the board of directors responsible for administration of the Association.

H. "By-Laws" means the by-laws of the Association, as they exist from time to time.

I. "Common Elements" means the portions of the Condominium Property which are not included in the Units, and includes without limitation the following:

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

2. an easement of support in every portion of a Unit which contributes to the support of a building;

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

4. any other parts of the Condominium Property designated as Common Elements in this Declaration.

J. "Common Expenses" means all expenses and assessments properly incurred by the Association for the Condominium, including without limitation:

1. expenses of operation, maintenance, repair or replacement of Common Elements;

2. costs of carrying out the powers and duties of the Association;
and

3. costs and expenses of capital improvements and betterments, and additions, or both, to the Common Elements and to the Association Property;

4. any other expenses designated as Common by the Condominium Act, this Declaration or the By-Laws.

K. "Common Interest" means the proportionate undivided interest in fee simple in the Common Elements and the Common Surplus appurtenant to a Unit as expressed in the Declaration.

L. "Common Properties" means those certain properties which may be owned, operated and maintained by TAMPOA (which exclude the Condominium Property.)

M. "Common Receipts" means the following items collected by the Association on behalf of the Condominium:

1. rent and other charges derived from leasing or licensing the use of the Common Elements or Condominium Property;

2. funds collected from Unit Owners for payment of Common Expenses or otherwise; and

3. receipts designated as Common by law, this Declaration or the By-Laws.

N. "Common Surplus" means the excess of all Common Receipts over Common Expenses.

O. "Condominium" means Harbour Place, a Condominium, which is a form of ownership of real property created pursuant to the Act and under this Declaration providing for ownership by one or more persons or entities of improvements together with an undivided interest in Common Elements appurtenant to each such Unit.

P. "Condominium Parcel" means a part of the Condominium Property subject to exclusive ownership, together with the undivided share in the Common Elements which is appurtenant to such parcel.

Q. "Condominium Property" means the land and personal property that are subject to Condominium ownership under this Declaration, all improvements on the land, and all easements and rights appurtenant thereto which are intended for use in connection with the Condominium.

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

S. "Developer" means Harbour Place Development, Inc., a Florida corporation, and those of its successors and assigns who shall create or offer for sale or lease, Condominium Parcels in the Condominium in the ordinary course of business, but expressly excluding all Owners and lessees acquiring Units for their own or their families' own occupancy.

T. "Institutional Lender" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, agency of the United States Government, mortgage banker or any other lender generally recognized as an institutional type lender, or Developer or other entity affiliated with Developer which holds a mortgage on a Unit.

U. "Limited Common Elements" means those Common Elements which are for the use of one or more specified Units to the exclusion of other Units.

V. "Member of the Association" means the owner or co-owner of a Unit.

W. "Owner" means a Unit Owner.

X. "Person" means an individual, firm, corporation, partnership, association, trust or other legal entity, or any combination thereof.

Y. "Phase I" means the initial land as described in Exhibit A-I attached hereto and personal property hereby submitted to condominium ownership, which land shall include the Administration Building and the Annex, as more particularly described in Exhibit B attached hereto.

Z. "Phase II" means that additional land described in Exhibit A-II attached hereto as "Proposed Phase II" which Developer may add to this Condominium by Amendment to this Declaration.

AA. "Rules and Regulations" means guidelines adopted by the Association concerning the use of the Condominium, as they may be amended from time to time.

BB. "Special Assessment" means any assessment levied against any Unit Owner(s) other than the assessments provided for in the annual budget.

CC. "The Truman Annex Master Property Owners' Association, Inc." or "TAMPOA" means that certain Florida not-for-profit corporation (its successors and assigns), which has been established to administer and enforce certain covenants and restrictions all of which run with title to the real property constituting the Truman Annex Community.

DD. "Truman Annex Community" means not only the Condominium Property, but any and all real property which may, from time to time, be subject to the Truman Annex Covenants.

EE. "Truman Annex Covenants" means collectively the Declaration of Covenants, Restrictions and Easements for The Truman Annex recorded in Official Records Book 1028 at Page 1052 of the Public Records of Monroe County, Florida, and the First Amendment to Declaration of Covenants, Restrictions and Easements for The Truman Annex recorded in Official Records Book 1029 at Page 2357 of the Public Records of Monroe County, Florida, the Second Amendment to Declaration of Covenants, Restrictions and Easements for The Truman Annex recorded in Official Records Book 1033 at Page 0987 of the Public Records of Monroe County, Florida, the Third Amendment to Declaration of Covenants, Restrictions and Easements for The Truman Annex recorded in Official Records Book 1042 at Page 1035 of the Public Records of Monroe County, Florida, the Fourth Amendment to Declaration of Covenants, Restrictions and Easements for The Truman Annex recorded in Official Records Book 1048 at Page 547 of the Public Records of Monroe County, Florida, all of which were amended and restated in the Amended and Restated Declaration of Covenants, Restrictions and Easements for The Truman Annex as recorded in Official Records Book 1128 at Page 272-437 of the Public Records of Monroe County, Florida, as the same may be amended from time to time.

FF. "Unit" means a Condominium Parcel.

GG. "Unit Deed" or "Warranty Deed" means a deed of conveyance of a Unit in recordable form.

HH. "Unit Owner" means the person(s) owning a Unit in fee simple.

II. "Utility Services" means, but shall not be limited to, cable television, electric power, garbage and sewage disposal, water, pest control service (both Units and Common Elements) and all other public service and convenience facilities.

JJ. "Voting Certificate" means a document which designates one of the record title owners or the corporate partnership or entity representative who is authorized to vote on behalf of a Unit owned by more than one owner or by any entity.

KK. "Voting Interest" means the voting rights distributed to the Members of the Association pursuant to the Act.

ARTICLE V
PHASE DEVELOPMENT PLAN

A. General. Developer is the fee owner of Phase I and Phase II. The Condominium initially shall consist of only Phase I. Developer has the right, but not the obligation, to add Phase II to the Condominium.

B. Phase I. Phase I shall consist of one (1) existing building, "the Administration Building," containing twenty-four (24) Units, and one (1) building to be constructed to conform to Exhibit B, "the Annex," containing thirty-eight (38) Units, and attendant parking spaces. The recreation area for Phase I (and Phase II if added to the Condominium) shall consist of a swimming pool, located within the Phase I land.

C. Future Development.

1. Developer reserves unto itself, its grantees, successors and assigns, the right to develop Phase II of Harbour Place, a Condominium. Phase II of the Condominium, as currently contemplated, would consist of one (1) residential building, "the Foundry," containing thirteen (13) units.

2. The Phase II property is contiguous to the Phase I property. In the event Developer shall elect to complete Phase II and elect to submit said lands to the condominium form of ownership by the recording of an amendment to this Declaration, such condominium building created thereby shall be operated by the Association. Anything in this Declaration and the exhibits hereto to the contrary notwithstanding, Developer is not hereby obligating itself to construct any additional condominium buildings as part of this Condominium.

3. It is intended that Phase I shall be completed by June 1, 1990. It is intended that Phase II, if added to the Condominium, shall be completed by June 1, 1995. If Phase II shall not be added to the Condominium on or before June 1, 1995, Developer's right to add Phase II to this Condominium shall expire.

D. Impact. If Phase II shall be added, Phase I will be adversely affected as a result of additional vehicular and pedestrian traffic on the roads within the Condominium Property. More people will use the facilities located within the Condominium, including the pool and poolside area, but the cost per Unit Owner may be less since the overall cost will be divided among a greater number of Unit Owners. Unit Owners in Phase II would be obligated to pay for repairs to the Common Elements located in Phase I. The Foundry in Phase II is a previously occupied building which will be substantially renovated by Developer. Although the remaining useful life of the structure has been estimated to be fifty (50) years, any cost associated with future repairs or replacement of such existing structure (after Developer's renovation) will be the obligation of all Unit Owners, including Phase I Unit Owners.

E. Withdrawal of Land from Phase. At any time prior to submitting Phase II to condominium ownership in this Condominium, Developer may withdraw same from this regime by filing an amendment to this Declaration withdrawing said land and by giving the proper notice under the Act. Thereafter, Developer shall be free to use such real property for any lawful purpose subject to easements and restrictions of record. Developer is under no obligation whatsoever to submit Phase II into condominium ownership as part of this Condominium.

F. Time-Share Estates. No time-share estates shall be created with respect to any Units in Phase I or Phase II.

G. No Obligation. Developer is not required to convey any additional lands or to create and construct any additional facilities or any additional phase in this Condominium. Developer reserves the right to cease developing this Condominium in phases and to thereafter continue to develop the lands comprising the proposed additional phase with one (1) or more additional condominiums or any other residential usage consistent with the present development plans.

ARTICLE VI
DESCRIPTION OF CONDOMINIUM

A. Survey Graphic Description and Plot Plan.

1. Phase I. A survey of the lands constituting Phase I which shows all existing easements and a graphic description of the Condominium buildings in which Units in Phase I are located and a plot plan thereof that, together with this Declaration, are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, is attached hereto and by reference made a part hereof, as Exhibit B. The construction of the Annex of Phase I of the Condominium is not substantially completed. Upon substantial completion

of construction of the same, Developer shall cause to be recorded an amendment to this Declaration to include the surveyor's certificate required by Section 718.104(4)(3), Florida Statutes, as from time to time amended.

2. Phase II. A survey of the land constituting Phase II property and a graphic description of the Condominium building in which Units in Phase II are located and plot plans thereof that, together with this Declaration, shall be in sufficient detail to identify the Common Elements and each Unit in Phase II and their relative locations and approximate dimensions are attached hereto and by reference made a part hereof as Exhibit B. Developer hereby reserves the right to make nonmaterial change(s) to the legal description of Phase II, which change(s) may result in a nonmaterial increase or decrease in land area for Phase II.

B. Amendment of Declaration to Add Phase II. Notwithstanding any other provision of this Declaration, the following provisions shall apply to the addition to Phase II to the Condominium:

1. Generally. Notwithstanding the provisions of Section 718.110, Florida Statutes, Developer, pursuant to Section 718.403(6), Florida Statutes, expressly reserves unto itself, its grantees, successors and assigns, the right to amend this Declaration so as to submit to the condominium form of ownership Phase II of the Condominium, together with the improvements thereon, without the execution of such amendments or consents thereto by the Association, Unit Owners other than Developer, or lienors or mortgagees of units in the Condominium, whether or not elsewhere required for amendments.

C. Floor Plans. The floor plans for the Units in Phase I are attached hereto as a part of Exhibit B. There are twenty-eight (28) Unit types in Phase I of the Condominium. Unit types in Phase I vary in square footage from a minimum of one thousand two hundred ten (1,210) square feet in area to maximum of two thousand six hundred ten (2,610) square feet in area. The proposed floor plans for Units in Phase II are attached hereto as a part of Exhibit B. There are four (4) proposed Unit types in Phase II, each with a square footage of one thousand three hundred twenty (1,320) square feet in area. Developer reserves the right to modify said floor plans and Unit types.

D. Description of Buildings and Units. Phase I of the Condominium shall include two (2) buildings containing a total of sixty-two (62) residential Units. The buildings and Units are more particularly shown and described in the floor plans which are attached hereto as part of Exhibit B.

E. Description of Other Improvements. In addition to the previously described residential buildings and previously defined Common Elements, the Condominium Property shall include paved automobile parking areas, walkways, sodded and landscaped areas.

F. Unit Boundaries. Each Unit shall include that area within a building having boundaries as follows:

1. Upper and Lower Boundaries: The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(a) Upper Boundaries: The horizontal plane established by the lowest point of the unfinished ceiling.

(b) Lower Boundaries: The horizontal plane established by the highest point of the unfinished floor.

2. Perimetrical Boundaries: The perimetrical boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries.

G. Description of Appurtenances. Each Unit shall be deemed to include the following items (even though all or a portion thereof may not be located within the Unit):

1. all interior walls and partitions which are not load-bearing;
2. the inner decorated or finished surfaces of all walls, floors and ceilings including plaster, gypsum board, ceramic tile, marble, paint, wallpaper, floor covering;
3. all appliances and built-in features;
4. air-conditioning and heating systems;
5. plumbing system;
6. all utility meters not owned by the public utility or agency supplying service; and
7. all electrical wires and fixtures.

No Unit shall be deemed to include any pipes, wires, conduits, security systems, lines, television cables, or other utility lines running through such Unit which are utilized for more than one Unit, the same being deemed Common Elements.

H. Limited Common Elements.

1. Designated by Survey. Limited Common Elements include those portions of the Condominium Property which are designated as Limited Common Elements on the survey of the Condominium Property. A copy of the survey of the Condominium Property is attached hereto as Exhibit B. The Unit Owner whose Unit abuts said designated Limited Common Elements shall have the exclusive right to use same.

2. Automobile Parking Spaces. Limited Common Elements include those parking spaces initially assigned to Unit Owners by Developer. The right to the exclusive use of the designated parking space shall pass as an appurtenance to the Unit owned by the Unit Owner to whom such space is initially assigned. The Association shall not thereafter reassign or change such Unit Owner's parking space without the Unit Owner's prior written consent and no Unit Owner shall transfer or assign the use of a parking space except in connection with sale of the Unit or with the Association's prior written consent. Designation of a parking space assigned to a Unit Owner may be made in the deed of conveyance or by a separate instrument. Nothing herein shall be interpreted to prohibit Developer from assigning more than one (1) parking space as an appurtenance to a Unit. It is expressly acknowledged that Developer may make an additional charge or increase the purchase price of a Unit in consideration for designating one (1) or more parking spaces as a Limited Common Element appurtenant to the Unit. The Association shall be responsible for maintaining all parking spaces on the Condominium Property.

3. Windows, Screens and Doors. Limited Common Elements include all windows, screens and doors not otherwise located within the Unit being serviced thereby.

4. Balconies, Decks and Enclosures. Limited Common Elements include those balconies and decks and the stairways to said areas which have been designated as Limited Common Elements appurtenant to a particular Unit on the survey attached hereto as Exhibit B. Some of the balconies and decks may extend along the exterior of more than one (1) Unit. The Unit Owner's exclusive right to use the balcony/deck associated with the Unit shall relate only to that section of the balcony/deck to which the Unit Owner has unimpeded access from his Unit. Limited Common Elements also include the enclosures of patio areas designated as Limited Common Elements appurtenant to a Unit and any and all stairways leading to or from said patio areas. No other goods, materials, awnings, fixtures, paraphernalia or the like are to be affixed, placed or stored on said decks or balconies except with the Board's prior approval.

I. Surveyor's Certificate. As of the date hereof, the construction of the building identified on the survey as "The Annex" is not substantially completed. Upon substantial completion of construction, Developer shall amend

this Declaration to include a Surveyor's Certificate prepared pursuant to the provisions of Section 718.104(4)(e), Florida Statutes.

J. Developer's Right to Alter. Developer reserves the right:

1. to change the interior design and arrangement of any Unit so long as Developer shall own the Unit so changed and altered;

2. to alter the boundaries between Units, so long as Developer shall own the Units so altered;

3. to alter the boundaries of the Common Elements, so long as Developer shall own the Units abutting the Common Elements where the boundaries shall be altered; provided that: (a) no such change shall materially adversely affect the value or ordinary use of Units owned by Unit Owners other than Developer; and (b) no such change shall be made without amendment of this Declaration, which amendment need be executed and acknowledged only by Developer and any affected institutional lender and need not be approved by the Association or the Unit Owners; and

4. to make minor alterations to the Common Elements and designate certain Common Elements as Limited Common Elements so long as Developer shall own any interest in the Condominium, provided such change shall be reflected by an amendment to this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by Developer and need not be approved by the Association nor by Unit Owners, whether or not elsewhere required for an amendment. The cost of any such alteration to the Common Elements shall be the responsibility of Developer. The cost of maintaining any such designated Limited Common Element shall be the responsibility of the Owner of the Unit to whom the exclusive right to use of same shall have been designated.

K. Combination of Units. Anything in this Declaration to the contrary notwithstanding, Developer shall have the right to combine adjoining Units under the same ownership. In the event that any Units are so combined, the same still shall be treated as separate and distinct Units for assessments, voting and all other purposes. Such combined Units may later be severed upon approval by the Board of an application from the Owner of the combined Units, in which event the Board shall require the severed Units to be restored to their original configuration as shown in Exhibit B.

ARTICLE VII OWNERSHIP OF UNITS AND COMMON ELEMENTS

A. Fee Simple. Each Unit shall be conveyed as individual property in fee simple ownership. Included in fee title to each Unit shall be an undivided interest in the Common Elements and in the Common Surplus. Each Unit's share of ownership and obligation shall be as shown in Exhibit C-I annexed hereto. In the event that Phase II shall become a part of the Condominium, each Unit's share shall be decreased as shown in Exhibit C-II annexed hereto.

B. Ownership and Conveyance of Undivided Interest in the Common Elements and in the Common Surplus. The undivided interest of each Unit in the Common Elements and in the Common Surplus is 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 fee title to the Unit.

C. Change of Undivided Interest. Except as provided in Section A above with respect to Phases, the undivided interest appurtenant to each Unit shall not be changed except with the unanimous consent of the Unit Owners and Institutional Lenders.

D. Voting Rights of Unit Owners. On all matters on which the Unit Owners shall be entitled to vote, there shall be only one (1) voting interest (or vote) for each Unit in the Condominium, which vote may be cast by the owner of each Unit or the person designated in the Voting Certificate for the Unit. Should any person own more than one Unit, such person shall be entitled to cast one (1) vote for each Unit owned.

E. Distribution of Common Surplus. The Common Surplus shall be held and distributed by the Association in the manner and subject to the terms, provisions and conditions thereof. Except for distribution of any insurance indemnity herein provided or termination of the Condominium, any distribution of Common Surplus which may be made from time to time shall be made to the then Unit Owners in accordance with their respective Common Interests.

ARTICLE VIII
THE TRUMAN ANNEX COMMUNITY

A. Truman Annex Covenants. The Condominium Property is part of the Truman Annex Community. As such, the Condominium Property is subject to the Truman Annex Covenants. Pursuant to the Truman Annex Covenants, each Unit Owner shall be a Member of TAMPOA, pursuant to its articles of incorporation and by-laws. In the event of a conflict between the provisions of this Declaration, and the provisions of the Truman Annex Covenants, the Truman Annex Covenants shall prevail.

B. Membership: Common Properties. Each Unit Owner shall become a Member of TAMPOA which shall operate and maintain the Common Properties in the Truman Annex Community in accordance with the Truman Annex Covenants. The Unit Owners shall have the non-exclusive use of such Common Properties and shall contribute to the costs and expenses of operating and maintaining same in accordance with the provisions of the Truman Annex Covenants. All rights, privileges, benefits, liabilities and obligations set forth in the Truman Annex Covenants are incorporated herein by reference and each Unit Owner shall be bound thereby in all respects. The Condominium Association and TAMPOA shall perform or cause to be performed all duties and obligations imposed upon them in the Truman Annex Covenants.

C. Dues and Assessments. Every Member of TAMPOA shall be responsible for the payment of all dues and assessments levied against him by TAMPOA which shall be a lien against such Member's Unit in accordance with the provisions of the Truman Annex Covenants.

D. Remedies. Nothing herein shall restrict TAMPOA's remedies against a defaulting Member.

ARTICLE IX
UTILIZATION: RESTRICTIONS

A. Residential Purposes. All Units shall be used for single-family residential purposes only. Occupancy for 2-, 3- and 4-bedroom Units shall be limited to not more than 5, 7 and 8 persons, respectively, or such lesser number as provided in the Rules and Regulations adopted by the Board from time to time.

B. Ownership by Individuals. Where title to a Unit shall be held in the name of an individual (with or without spouse) jointly with another individual (with or without spouse), the Unit Owners shall, by certificate delivered to the Secretary of TAMPOA and to the Secretary of the Association, designate one (1) family as the occupants entitled to use the Unit.

C. Ownership by Corporations or Other Business Entities. Whenever any Unit is owned by a corporation or other business entity (hereinafter generically referred to as "corporation" or "corporate member"), such corporation shall permit use thereof only by its principal officers, directors or other guests; provided, however, that such corporation shall deliver to the Association a written statement designating the name of the person(s) entitled to use such Unit together with a written covenant by such person(s) to the Association, agreeing to comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, and acknowledging that the right of such person(s) to use such Unit shall exist only so long as the corporation shall continue to be a Member of the Association. Upon demand by the Association to any corporate member to remove any person(s) using such corporation's Unit for failure of such user to comply with the provisions of this Declaration, the By-Laws and/or the Rules and Regulations or for any other reason, the corporate member shall forthwith cause such user to be removed; failing which, the Association, as agent of the corporate member, may take such action as it may deem appropriate to accomplish such removal. All such action by the Association shall be at the cost and

expense of such corporation which shall reimburse the Association therefor upon demand, together with any attorneys' fees the Association may have incurred for such removal. Anything stated herein to the contrary notwithstanding, the provisions of this Section do not apply to Developer.

D. Children. Children shall be allowed to occupy a Unit as permanent residents.

E. Temporary Gratuitous Guests. A Unit Owner who shall desire to allow a temporary gratuitous guest to reside within his Unit during periods of time wherein the Unit Owner shall not be present shall furnish to the Secretary of TAMPOA and to the Secretary of the Association, advance written notice of said guest, said notice to include the name(s) of the guests and their arrival and departure dates.

F. Pets. All pets are prohibited generally from the Condominium notwithstanding less restrictive provisions in the Truman Annex Covenants. The keeping of pets may be authorized by the Board of Directors as a conditional license and not a right, subject to the rules and regulations adopted by the Association with respect to same, revocable upon a finding by the Association or by TAMPOA that such pet is an unreasonable source of annoyance or danger to others. Consistent with the foregoing, no animals or pets of any kind shall be kept in any Unit or any part of the Condominium Property, except for those animals or pets as may be authorized with the Board's prior written consent.

G. Leasing. Units may only be leased in accordance with the by-laws and rules and regulations of TAMPOA.

H. General Restrictions. The Units and the Common Elements (including Limited Common Elements) shall be subject to the restrictions, easements, conditions and covenants prescribed and established in this Declaration, the By-Laws and the Rules and Regulations, governing the use of the Units and Common Elements and setting forth the obligations and responsibilities incident to ownership of each Unit. The Units and the Common Elements further shall be subject to the Truman Annex Covenants and all laws, zoning ordinances and regulations of governmental authorities having jurisdiction over the Condominium.

I. Prohibited Uses. No immoral, improper, offensive or unlawful use shall be made of any Unit or of the Common Elements, or any part thereof. No Unit Owner shall permit or suffer anything to be done or kept in his Unit or the Common Elements which would: (1) increase the rate of insurance on the condominium; (2) obstruct or interfere with the rights of other occupants of the condominium; (3) annoy other occupants by unreasonable noises or otherwise create a nuisance; (4) interfere with the peaceful possession and proper use of any other Unit or of the Common Elements; or (5) violate any governmental law, ordinance or regulation. No item of any kind shall be affixed or attached to or permanently placed on the Common Elements (including Limited Common Elements) without the prior written consent of the Board. No boats or trailers, trucks, uncovered motorcycles, mobile homes, campers, recreation vehicles or commercial vehicles may be parked in the Condominium Property except for commercial vehicles at the Condominium for service calls or owned by the Association or Developer.

J. Prohibition of Subdivision of Units. No Unit shall be subdivided or broken into smaller parts than as shown in Exhibit B, nor shall any Unit or portion thereof be added to or incorporated into any other Unit, except as provided in Article VI, Section K.

K. Time-Share Estates. No time-share estates shall be created with respect to any Unit.

L. Prohibition of Separation of Common Elements, Common Interests or Easements from Unit. Any attempt to separate the fee title to a Unit from the undivided interest in the Common Elements and/or in the Common Surplus appurtenant to such Unit or from the easements appurtenant to such Unit shall be null and void. No Unit Owner may assign, hypothecate or transfer in any manner his share in the funds and assets of the Association as an appurtenance to his Unit.

M. Window Coverings. No Unit Owner shall install or affix any curtains, drapes, film or any other type window covering without first obtaining the written approval of the Association.

N. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on the Condominium Property, except that Developer specifically reserves the right to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit it may from time to time own.

O. Zoning Restrictions. Notwithstanding anything contained herein to the contrary, the provisions of this Declaration are subject to all zoning ordinances applicable to the Condominium Property. Reconstruction of Units may be limited to applicable zoning laws which apply or have applied to the Condominium Property.

P. Interference with Developer. Until Developer shall have closed the sale of all Units in the Condominium, neither the Unit Owners nor the Association shall interfere with the sale of the Units. Developer may make any use of the Condominium Property as may facilitate such sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs.

ARTICLE X EASEMENTS

A. Easement in Common Elements. Except for those portions which are reserved for exclusive use as Limited Common Elements, the Common Elements shall be subject to a non-exclusive easement in favor of each Unit Owner for his use and the use of his immediate family, guests and invitees for all proper and normal purposes, including the furnishing of services and facilities. Such easement shall run with each Unit. A non-exclusive easement shall exist for ingress and egress over, through and across streets, common parking areas and walkways for the purpose of going from one portion of the Condominium Property to another. Anything herein to the contrary notwithstanding, the Common Elements also shall be subject to a non-exclusive easement for ingress and egress in favor of each owner of a dwelling unit in the Truman Annex Community, his immediate family, guests and invitees for all proper and normal purposes. Nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above. Under no circumstances shall such traffic be allowed through any Unit.

B. Utility Services; Drainage; Maintenance. Easements are reserved under, through and over the Condominium Property as may be required for utility services and drainage serving the Condominium. The Board (and its designees) shall have the right of access to each Unit and its Limited Common Elements to inspect, install, maintain, repair or replace all equipment, pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing the utility services or easements herein reserved. Developer, so long as it owns any Units, and the Association each shall have the following rights, provided that such rights shall not prevent or unreasonably interfere with use of the Units for proper purposes: (1) to establish, grant or create additional electric, gas, water, sewer, telephone, burglar alarm, drainage, cable television, master antenna and/or other utility easements; (2) to relocate any access easements concerning such utility easements; (3) to install, maintain and inspect lines and appurtenances for public or private water, sewer, telephone, burglar alarm, drainage, cable television, master antenna and/or other utility services; (4) to tap into or connect with and make use of wires, pipes, conduits, flues, ducts, television cables, master antenna, sewers, burglar alarm lines, water lines, drainage lines and/or other utility lines located in the Condominium Property; and (5) to dedicate any or all of such utility easements to any governmental body, public benefit corporation or utility company if Developer or the Association shall deem it necessary or desirable for the proper operation and maintenance of the Condominium Property or any portion thereof, or for the general health or welfare of any Unit Owner, or in connection with the development of the Condominium Property or any other portions of the Truman Annex Community, provided that such additional utilities or the relocation of existing utilities will not prevent

or unreasonably interfere with the proper use of any Unit. No Unit Owner shall commit or allow to be committed any act within or without his Unit which would interfere with or impair any of the utility services using the easements granted herein. Easements expressly are reserved under, through and over the Condominium Property in favor of TAMPOA with regard to maintenance, repair and reconstruction of the Common Properties, including, without limitation, the walls and fences for the Truman Annex Community.

C. Encroachment Easements. In the event that any Unit shall encroach upon any portion of the Common Elements for any reason not caused by the purposeful or negligent act of the Unit Owner(s) or agent(s) of such owner(s), then an easement appurtenant to such Unit shall exist for the continuance of such encroachment for so long as such encroachment naturally shall exist. In the event that any portion of the Common Elements shall encroach upon any Unit, then an easement appurtenant to the Common Elements shall exist for the continuance of such encroachment for so long as such encroachment naturally shall exist.

D. Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

E. Developer's Reservation. Developer reserves (for itself, its assignees and/or its designees) easements, rights and licenses in, through, over, under and across the Common Elements for the following purposes: (1) to complete construction and sale of Units and facilities in the Condominium Property and/or in the other portions of the Truman Annex Community; (2) to repair, replace and maintain the Condominium Property where the Association shall have failed in performing its duties for same; (3) to develop other projects in the vicinity of the Condominium Property; (4) to use unassigned parking spaces; and (5) to erect, maintain, repair and replace, from time to time, signs on the Condominium Property advertising the sale and/or leasing of Units in the Condominium or in the vicinity of the Condominium Property.

F. Employees' Easements. Easements of ingress, egress, passage and entry for the Condominium Property are granted to employees of the Association, of Developer and of Developer's assignees and/or designees. Any utility company or public benefit corporation furnishing services to the Condominium Property or to other projects(s) developed in the vicinity of the Condominium Property, and the employees and agents of any such company or corporation, shall have the right to access to all Units and the Common Elements, provided such rights shall be exercised in a manner not to unreasonably interfere with the use of any Unit or the Common Elements.

G. Airspace Easements. Each Unit Owner shall have an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any airspace which is vacated.

ARTICLE XI CONDOMINIUM ASSOCIATION

A. Incorporation; Operation. Developer shall create a Condominium Association to be known as Harbour Place Condominium Association, Inc., which shall be a not-for-profit Florida corporation and which shall operate the Condominium and undertake and perform all acts and duties incident thereto in accordance with the terms of the Articles of Incorporation and By-Laws (copies of which are annexed hereto as Exhibits D and E, respectively), the Declaration and the Act. In the event of conflict concerning the powers and duties of the Association as set forth in the Act, the Declaration, Articles of Incorporation and By-Laws, the act shall control the Declaration, the Declaration shall control

the Articles of Incorporation and By-Laws and the Articles of Incorporation shall control the By-Laws.

B. Automatic Membership. Every Unit Owner automatically shall be a Member of the Association upon becoming the owner of such Unit and shall remain a Member until his ownership shall cease for any reason, at which time his membership shall cease automatically. Other than as an incident to a transfer of title to a Unit, membership in the Association shall not be transferable and any attempted transfer shall be null and void. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any Unit shall be entitled, by virtue of such lien, mortgage or other encumbrance to membership in the Association, or to any of the rights or privileges of such membership.

C. Limitation Upon Liability of the Association. Notwithstanding its duty to maintain and repair the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair caused by latent conditions of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements made by or on behalf of any Unit Owner(s).

D. Developer's Representation on the Board and Voting Rights. Developer shall have the right to elect Directors to the Board and to remove and replace any person(s) elected by it, as is set forth in the Articles of Incorporation and By-Laws. The Directors elected by Developer need not reside in the Condominium. No Director selected by Developer shall be required to disqualify himself for voting upon any contract or lease between Developer and the Association where Developer may have a pecuniary or other interest. Developer shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any contract or lease between Developer and the Association where Developer may have a pecuniary or other interest. All rights in favor of Developer reserved in this Declaration, the Articles of Incorporation and the By-Laws are assignable to and may be exercised by Developer's successors and assigns.

E. Emergency Entry. In case of any emergency originating in or threatening any Unit, regardless of whether the Unit Owner is present at the time of such emergency, the Board or any other person authorized by it, or the management company or Developer or their employees shall have the immediate right to enter such Unit for the purpose of remedying or abating the cause of such emergency. To facilitate entry in the event of any such emergency, each Unit Owner, if required by the Association, shall deposit a key to such Unit with the Association. Neither the Developer, the Association nor the authorized person, as the case may be, shall have any liability from such entry.

ARTICLE XII ASSESSMENTS, BUDGET, COLLECTION

A. Assessments. The Board shall have the power to fix, determine and collect from all Unit Owners, as provided in the By-Laws, the sums necessary and adequate to provide for the Common Expenses of the Condominium and such other expenses as are specifically provided for in this Declaration and the By-Laws. The Board shall furnish prompt notice to Unit Owners of all assessments payable.

1. Allocation. All assessments shall be levied in proportion to each Unit Owner's Common Interest. Should the Association be the owner of any Unit(s), the assessment which otherwise would be due and payable to the Association on such Unit(s), shall be levied ratably among all of the Unit Owners excluding the Association, based upon their Common Interests, reduced by any income derived from the leasing of such Unit(s) by the Association.

2. Special Assessments. Should the assessments prove to be insufficient to pay the costs of operation of the Condominium, or should any emergency arise, the Board shall have the authority to levy such additional assessment(s) as it may deem necessary, subject to obtaining the Association membership's approval of such Special Assessment by majority vote at a duly called meeting of the Association at which a quorum is present. The specific purpose(s) of any Special Assessment shall be

set forth in a written notice of such assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose(s) set forth in such notice or returned to the Unit Owners; provided, however, that upon completion of such specific purpose(s), any excess funds shall be considered Common Surplus. Anything herein to the contrary notwithstanding, so long as Developer owns at least two (2) Units in the Condominium, no Special Assessment shall be authorized without Developer's prior written approval.

3. Certificate of Unpaid Assessments. Within fifteen (15) days after request by a Unit Owner or Unit mortgagee, the Association shall provide a certificate stating all assessments and other monies owed to the Association by the Unit Owner with respect to the Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

4. Payment: Default. The assessments levied against each Unit Owner shall be payable at the main office of the Association in such installments and at such time as may be determined by the Board of Administration as provided in the By-Laws. The payment of any such assessment shall be in default if it is not paid to the Association on or before its due date.

5. Application of Proceeds in Event of Default. In the event that a Unit is to be sold, leased or mortgaged at a time when payment of any assessment by the Unit Owner shall be in default (whether or not a notice of lien has been recorded by the Association), then the rent or proceeds of such purchase or mortgage shall be applied by the lessee, purchaser or mortgagee first to payments of any then delinquent assessment or installments thereof due to the Association before the payment to the Unit Owner in default.

6. Liens: Enforcement.

(a) The assessments shall be levied against each Unit Owner who is bound to pay them. Common Expenses and assessments shall constitute a lien against each Unit and shall have the priority afforded by law. Actions to enforce such claims shall be in conformity with law. Each Unit Owner also shall be liable personally to the Association for the payment of all such assessments and for interest on any delinquent payment and for all costs of collecting such payment and interest thereon, including reasonable attorneys' fees. No Unit Owner may exempt himself from liability for any assessment levied against him by waiver of the use or enjoyment of any of the Common Elements, or by abandonment of the Unit or in any other way. Assessments which are unpaid after the due date shall bear interest at the maximum rate of interest chargeable to an individual as permitted by the laws of the State of Florida. Once interest has accrued, any subsequent payment shall be applied first to payment of interest and collection costs and then to the payment of the assessment first due.

(b) Each such lien shall secure: (i) all advances for taxes, payments on account or superior mortgages, liens or encumbrances and any other payments which the Association may pay in order to preserve and protect its lien; and (ii) all costs and expenses, including reasonable attorneys' fees, which may be incurred by the Association in enforcing the lien upon the Unit.

(c) Each lien herein granted to the Association shall be effective upon recording a notice of lien in the Public Records of Monroe County, Florida. A notice of lien shall state the description of the Unit encumbered thereby, the name of the record owner, the amount due and the date when due. No lien shall continue for a period longer than one (1) year after the claim of lien shall have been recorded, unless within that time an action to enforce the lien shall be commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment

of foreclosure. Such claim of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such lien, the same shall be satisfied of record.

(d) The Association, acting through the Board, shall have the right to assign to Developer or to any Unit Owner(s) or third party its lien rights for the recovery of any unpaid assessments.

(e) A lien granted to the Association may be foreclosed. No foreclosure action may be filed until at least thirty (30) days after the Condominium Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid assessments. If this notice is not given at least thirty (30) days before the foreclosure action is filed and if the unpaid assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be delivered personally to the Unit Owner or mailed and delivered by registered or certified mail, return receipt requested. If, after diligent search and inquiry, the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the notice shall be given as required by law. The notice requirements of this subsection are satisfied if the Unit records a notice of contest of lien as provided in the Act.

(f) If the Unit Owner remains in possession of the Unit and the claim of lien is foreclosed, the court, in its discretion, may require the Unit Owner to pay taxes and prior encumbrances and interest thereon, all as provided above. Such notice of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such lien, the same shall be satisfied of record.

(g) Institution of a suit at law to collect payment of any delinquent assessment shall not prevent the Association from thereafter seeking enforcement of the collection by foreclosure of any sums then owing to it. Proceeding by foreclosure to effect such collection shall not preclude the institution of a suit at law to collect any sum then owing to it.

(h) A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the Unit Owner and shall be subject to all of the provisions of this Declaration, the By-Laws, the Rules and Regulations and applicable law. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the Common Expenses up to the time of the conveyance, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by grantee. Any person who acquires an interest in a Unit (except through a foreclosure of a recorded first mortgage or acceptance of a deed in lieu thereof) shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments and other charges due and owing by the former owner have been paid.

(i) When an Institutional Lender of record, or other purchaser, of a Unit shall obtain title to a Unit by a purchase at the public sale resulting from the Institutional Lender's foreclosure judgment in a foreclosure suit in which the Association shall have been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such acquirer of title, its successors and assigns shall not be liable for the share of Common Expenses or assessments attributable to the Unit or chargeable to the former Unit Owner of the Unit which became due prior to such acquisition of title unless the share shall be secured by a claim of lien for assessments recorded prior to the recording of the foreclosed mortgage. The unpaid share of Common Expenses or assessments shall be Common Expenses collectible from all of the Unit Owners, including such acquirer, its successors and assigns.

An Institutional Lender acquiring title to a Unit by foreclosure or deed in lieu of foreclosure shall not, during the period of its ownership of the Unit, whether or not the Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership.

B. Budget and Accounting. The Board shall adopt a budget for each fiscal year. A copy of the Estimated Operating Budget for First Year of Operation for Harbour Place Condominium is attached hereto as Exhibit F. Such budget shall contain estimates of all costs and expenses for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves, and shall take into account the projected income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Common Expenses also shall include the cost of maintaining leaseholds, memberships and other possessory or use interests in lands and facilities to provide enjoyment, recreation or other use or benefit to Unit Owners, all as acquired by lease or agreement in form and content, satisfactory to the Board, including amounts which the Association may agree to pay to Developer for services or availability of service, including management. Assessments shall be established based upon such budget. Upon adoption of the budget, a copy of same shall be delivered to each Unit Owner, although failure to deliver a copy of the budget to each Unit Owner shall not affect the liability of any Unit Owner for such assessment. The Association shall maintain accounting records which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times. Written summaries of such accounting records shall be furnished to Unit Owners or their representatives at least annually.

C. Reserves.

1. Reserves for Capital Expenditures and Deferred Maintenance. Each annual budget shall include sums to be collected and maintained as reserves to be used for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount to be reserved shall be computed by the Board by means of a formula based upon estimated life and estimated replacement cost of each reserve item. Such reserves may be waived or reduced for a fiscal year by the affirmative vote of at least one-half (1/2) of the Voting Interests of the Association at a duly called meeting of the Association. If such a meeting shall have been called and the necessary vote for waiver or reduction shall not have been attained or a quorum shall not have been obtained, the reserves as set forth in the budget shall go into effect.

2. General Operating Reserve. Each annual budget may include a sum to be collected and maintained as a general operating reserve, which sum may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owners or as a result of emergencies or to pay other costs or expenses placing financial stress upon the Association. The amount to be allocated to such operating reserve and collected therefor shall not exceed ten percent (10%) of the current annual assessment levied against all of the Unit Owners. Upon accrual in the operating reserve of a sum equal to thirty percent (30%) of the current annual assessment, no further payments shall be collected, unless such operating reserve shall be reduced below the thirty percent (30%) level, in which event, contributions to such operating reserve shall be included in the annual assessment so as to restore the operating reserve to thirty percent (30%) of the current annual assessment.

D. Collections. All monies collected by the Association shall be treated as the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating the Condominium, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles of Incorporation and the By-Laws. Monies for any assessment paid to the Association by any Unit Owner may be commingled with monies paid to the Association by the other Unit Owners. Although all funds and the Common Surplus shall be held for the benefit of the Members of the Association, no Member shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. When a Unit Owner shall cease to be a Member of the Association, the

Association shall not be required to account to him for any share of the funds or assets of the Association, or for any sums which he may have paid to the Association.

ARTICLE XIII
ALTERATIONS, MAINTENANCE, REPAIR

A. Alterations.

1. By Unit Owners. No Unit Owner shall make or cause to be made any structural alteration, addition or improvement to his Unit or any structural or non-structural alterations, additions or improvements to the Common Elements, including Limited Common Elements ("alterations") without the Association's prior written consent. Anything herein to the contrary notwithstanding, no structural alterations may be made by a Unit Owner in or to any Units or Limited Common Elements until the expiration of six (6) years from the date of recording of this Declaration. If the alteration sought by the Unit Owner shall involve the removal of any permanent interior partition, the Association shall have the right to permit such removal so long as such partition shall not be load-bearing and its removal would not affect or interfere with the furnishing of utility or other services. The Board shall have the obligation to answer (i.e., approve, disapprove or request further information) any written request sent certified mail, return receipt requested, by a Unit Owner for approval of a proposed alteration in such Unit Owner's Unit or appurtenant Limited Common Element(s) within thirty (30) days after such request is received. All alterations by the Unit Owners shall be made in compliance with all applicable laws, rules and ordinances and regulations and this Declaration. A Unit Owner making or causing to be made any alterations agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom.

2. By the Association. The Association shall have the right, with Board approval, to make or cause to be made alterations to the Common Elements costing in the aggregate not more than \$10,000* in a calendar year without the approval of the Unit Owners or institutional lenders. Alterations to the Common Elements costing in excess of \$10,000 for a calendar year shall require the prior approval of both: (a) a majority of Unit Owners voting at a meeting at which a quorum is present; and (b) the institutional lender holding the greatest dollar volume of mortgages on Units. No alterations shall prejudice the rights of any Unit Owner in the use and enjoyment of his Unit. The cost of alterations shall be a Common Expense, except where any alterations or improvements are exclusively, or substantially exclusively, for the benefit of those Unit Owner(s) requesting same, in which event the cost thereof shall be assessed against and collected solely from such Unit Owner(s) in the proportion as may be determined by the Board.

B. Maintenance and Repair.

1. By Unit Owners. Each Unit Owner agrees to: (a) maintain in good condition and repair his Unit, except those portions to be maintained by the Association, including interior surfaces such as walls, ceilings and floors, and screens, windows and doors, and to replace such items, when necessary; and (b) maintain, repair and replace, if necessary, the fixtures and equipment within the Unit. The Association shall have the right, at its discretion, to make such maintenance or repair, if the Unit Owner fails to do so following ten (10) days' written notice, or written or oral notice of a shorter duration in the event of an emergency situation, and to charge the Unit Owner for the costs of same. If the Association shall charge a Unit Owner for such repairs or maintenance, and the Unit Owner shall fail to make prompt payment, the Association shall be entitled to place a lien against that Unit Owner's Unit and proceed as provided in Article XII, Section A(6). A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his act or negligence or by that of any Member of his family or his or their guests, invitees, employees, agents or lessees, but only to the extent that expense is not met by the proceeds of insurance carried by the Association and then,

conditioned on the extent of the right of subrogation of the Association's insurer.

2. By the Association. The Association shall be responsible for the maintenance, repair and replacement of all of the Common Elements including those portions which contribute to the support of the building, and all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services. Should any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any Common Elements, the Association, shall, at its expense, repair such incidental damage. The costs of such maintenance on the Common Elements (including Limited Common Elements) shall be apportioned in equal shares among the Unit Owners affected. However, to the extent such maintenance, repairs or replacements are necessitated by the negligence, misuse or neglect of a Unit Owner, his family, guests or invitees, such costs shall be assessed against his Unit and paid by the Unit Owner. In the event of any dispute among the Unit Owners regarding the costs of repair, maintenance or restoration of the Common Elements the Unit Owner hereby designates the Administration as arbiters of such dispute, whose decision shall be binding and conclusive upon them. In the event that one of such Unit Owners is an Director, he shall stand down from such office during the hearing and decision on the dispute. Whenever it is necessary to enter any Unit for maintenance, alteration or repair to any portion of the Common Elements, each Unit Owner shall permit other Unit Owners or their representatives, or the Association's duly constituted and authorized agent, to enter such Unit for such purpose, provided that such entry shall be made only at reasonable times and with reasonable notice.

ARTICLE XIV

RIGHTS TO SELL, LEASE AND MORTGAGE

No Unit Owner may sell or lease his Unit or any interest therein, except by complying with the following provisions:

A. Restrictions on Sale. Restrictions on the sale of Units are set forth in the Truman Annex Covenants. Within ten (10) days of a transfer of title to a Unit, the transferee shall deliver to the Association: (1) a copy of the Unit Deed conveying title to such transferee; (2) notice of transferee's permanent mailing address; and (3) a copy of the Certificate of Termination of Right of First Refusal executed by TAMPOA, if applicable.

B. Application of Condominium Documents to Lessee. Every lease of a Unit shall provide that: (1) the lessee shall comply with and abide by all of the provisions of this Declaration, the By-Laws, the Rules and Regulations and the Truman Annex Covenants; and (2) the Association shall have power to terminate such lease or to bring summary proceedings to evict the tenant in the Unit Owner's name, in the event of default by the lessee in the performance of such lease. The lease shall be for a term of not less than the minimum term permitted under the Truman Annex Covenants. Should any lease not comply with such covenants, then the Association, in addition to any rights TAMPOA may have, shall have the right to cancel and terminate such lease, all without incurring any obligation to the Unit Owner, and in such respect, the Association shall be regarded as the Unit Owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease. A copy of any such lease shall be delivered by the Unit Owner to the Association within ten (10) days of execution of same by the Unit Owner and the tenant.

C. Unit Owner's Continuing Liability on Lease. The Unit Owner's liability under this Declaration shall continue, notwithstanding the fact that he may have entered into a lease as provided herein.

D. Unauthorized Transactions. Any lease not authorized pursuant to the terms of this article shall be null and void unless subsequently approved by the Association.

E. Mortgage of Units. Each Unit Owner shall have the right to mortgage his Unit without restriction.

ARTICLE XV
INSURANCE AND RECONSTRUCTION

A. Unit Owner's Casualty Insurance. Each Unit Owner shall bear the risk of loss and damage to his Unit and any and all furniture, personal effects and other personal property belonging to him or carried on his person which property is located either in the Unit or in or on the Common Elements. The foregoing shall not apply: (1) to any property constituting a portion of the Common Elements; or (2) to fixtures, installations or additions covered by the Association's casualty policy as described in Article XV, Section E. Each Unit Owner may, at his own expense, obtain insurance coverage for loss of or damage to his Unit and personal property.

B. Unit Owner's Liability Insurance. Each Unit Owner shall be liable for injuries or damages resulting from an accident in his own Unit, to the same extent that a homeowner would be liable for an accident occurring within his house. Each Unit Owner may, at his own expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's Unit or upon the Common Elements. No Unit Owner shall be liable personally for any damages caused by the Association in connection with the use of the Common Elements.

C. Requirements Concerning Unit Owner's Insurance. All such insurance obtained by any Unit Owner shall, wherever available, state that the insurer waives its right of subrogation as to any claims against: (1) other Unit Owners; (2) the Association; and (3) the respective servants, agents and guests of other Unit Owners.

D. Reconstruction of Unit. In the event of loss or damage to a Unit, the Unit Owner, with all due diligence, shall repair, replace and restore such damaged or destroyed portions of the Unit to a condition as good as that before such loss or damage: (1) in accordance with the original plans and specifications for the building; or (2) as the building was last constructed; or (3) in accordance with plans approved by the Board of Administration. If the Unit Owner shall refuse or fail to commence, repair, replace or restore his Unit within thirty (30) days, or to complete such work within six (6) months, the Association may repair, replace or restore the Unit and charge the Unit Owner for the cost of such work. The Association shall have a lien on the Unit to secure such cost.

E. Association's Casualty Insurance. The Association shall maintain casualty insurance covering all buildings, including fixtures, installations or additions comprising parts of the buildings within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, in accordance with the original plans and specifications, together with all service machinery contained therein, in an amount not less than 100% of the replacement value thereof (subject to reasonable deductible clauses), excluding foundation and excavation costs, all as determined annually by the Board. Such coverage shall afford protection against: (1) loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and (2) such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use, including but not limited to vandalism and malicious mischief. Coverage shall not include floor coverings, wall coverings or ceiling coverings. With respect to the coverage provided in this Paragraph, the Unit Owners shall be considered additional insureds under each policy. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any defense based on co-insurance or other insurance or of invalidity arising from any acts of the insured and of pro rata reduction of liability, and shall provide that such policies may not be canceled or substantially modified without at least ten (10) days' prior written notice to all of the insureds, including all mortgagees of Units. Duplicate originals of all policies of physical damage insurance and of all renewals thereof, together with proof of payment of premiums, shall be delivered to all Institutional Lenders at least ten (10) days prior to the expiration of the current policies. Prior to obtaining any policy of fire insurance or any renewal thereof, the Board shall obtain an appraisal from a fire insurance company or otherwise of the full replacement value of the buildings (exclusive of foundation), including all of the Units and all of the

Common Elements therein, without deduction for depreciation, for the purpose of determining the amount of fire insurance to be obtained pursuant to this Article.

F. Association's Liability Insurance. The Association shall maintain comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Condominium Property or adjoining driveways and walkways, or any work, matters or things related to the Condominium Property or to this Declaration and its exhibits, with such coverage as shall be required by the Board, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$300,000 per person and \$50,000 property damage, and with cross liability endorsement to cover liabilities of the Unit Owners as a group to a Unit Owner and vice versa.

G. Association's Workers' Compensation Insurance. The Association shall maintain workers' compensation insurance to meet the requirements of law.

H. Other Types of Insurance. The Association also shall maintain:

1. flood insurance;
2. fidelity insurance covering all officers and employees of the Association and the Management Company;
3. directors' liability insurance, if obtainable, with limits of \$300,000;
4. such other insurance as the Board shall determine from time to time to be necessary and proper.

I. Insurer's Waiver. When appropriate and obtainable each of the foregoing policies shall waive the insurer's right to: (1) subrogation against the Association and against the Unit Owners individually and as a group; (2) the pro rata clause that reserves the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and (3) avoid liability for a loss that is caused by an act of the Board or by an Director or by one or more Unit Owners.

J. Purchase of Association's Insurance. All authorized insurance for the Condominium shall be purchased by the Association. The cost of the insurance shall be a Common Expense, as shall be any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof, except that the amount of increase in any premium occasioned by misuse, occupancy or abandonment of a Unit or its appurtenances by a Unit Owner shall be assessed against such Unit Owner. Each policy shall be issued by an insurance company authorized to do business in Florida and with an office or agent located in Monroe County.

K. Named Insured. The named insured shall be the Condominium Association individually and as agent for Unit Owners and their mortgagees covered by the policy, without naming them.

L. Custody of Policies and Payment of Proceeds. All policies shall provide that the insurer's payments for losses shall be made to the Insurance Trustee, and that all policies and endorsements shall be deposited with the Insurance Trustee.

M. Mortgagees. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee shall be subject to the approval of the Institutional Lender then holding the greatest dollar volume of Unit mortgages. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereon, shall be furnished by the Condominium Association to each mortgagee included in the mortgagee register. Copies or certificates shall be furnished not less than ten (10) days prior to the beginning of the term of the policy or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, whichever date shall occur first.

N. Insurance Trustee; Proceeds. All insurance policies of the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees, as their interests may appear, and shall provide that all

proceeds covering property losses shall be paid to the Insurance Trustee, as designated by the Board, which shall be any bank, savings and loan or trust company in Florida with trust powers and with its principal place of business in Monroe County, Florida. The Insurance Trustee shall not be liable for payment of premiums or for the renewal or the sufficiency of policies, or for the failure to collect any insurance proceeds. The Insurance Trustee's duty shall be to receive such proceeds as are paid and to hold the same in trust for the Unit Owners and their respective mortgagees in the following shares (which shares need not be set forth in the Insurance Trustee's records):

1. Damage to Common Elements. An undivided share of the proceeds shall be held for each Unit Owner in proportion to his Unit's Common Interest.

2. Damage to Units.

(a) When a building is to be restored, an undivided share of the proceeds shall be held for each Unit Owner in such building in the that the cost of repairing the damage sustained by each Unit, as determined by the Association, bears to the total proceeds received.

(b) When a building is not to be restored, an undivided share of the proceeds shall be held for each Unit Owner in proportion to his Unit's Common Interest.

O. Assessments Where Proceeds are Insufficient. If it shall appear that the insurance proceeds covering casualty loss or damage are insufficient to pay for the repair, replacement or reconstruction of the loss or damage sustained by the Common Elements, then the Association shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds, will be sufficient to completely pay for the repair, replacement or reconstruction of such loss or damage. The monies so deposited by the Association may be drawn from the replacements reserve fund. If the sum in such fund is insufficient, then the Association shall levy and collect an assessment proportionally against all the Unit Owners, in the amount needed to pay for such repair, replacement or reconstruction.

P. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed in the following manner:

1. Expenses of the Trust. All expenses of the Insurance Trustee shall be first paid or provision made therefor.

2. Reconstruction or Repair. If the damage shall be repaired or reconstructed, the remaining proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying such costs shall be distributed according to Common Interests to the Unit Owners and their mortgagees, being payable jointly to them.

3. Failure to Reconstruct or Repair. If it is determined that the damage shall not be reconstructed or repaired, the remaining proceeds shall be divided among all the Unit Owners in proportion to their respective Common Interests, provided, however, that no payment shall be made to a Unit Owner until all liens on his Unit have been satisfied from his share of the fund by distributing first to the Institutional Lender in an amount sufficient to satisfy and pay its mortgages in full, and the balance, if any, to the Unit Owner with the proviso that remittances to the Unit Owner and his mortgagee shall be payable jointly to them.

4. Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association executed by its president and secretary as to the names of the Unit Owners, their mortgagees and their respective shares of the distribution.

Q. Mortgagees. Certain provisions in this Article are for the benefit of the mortgagees of Units and may be enforced by such mortgagees. No mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made pursuant to this

Article. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.

R. Association as Agent. The Condominium Association is hereby irrevocably appointed agent for each Unit Owner, mortgagee and owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

S. Determination to Reconstruct or Repair. The Association shall be responsible for reconstruction and repair after casualty loss or damage to the Condominium. Except in the case of termination of the Condominium, the Board shall arrange for necessary repairs and reconstruction either within sixty (60) days from the date the Insurance Trustee notifies the Board that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work or within ninety (90) days after the Insurance Trustee notifies the Board that such proceeds of insurance are insufficient to pay said estimated costs of such work. Such reconstruction and repairs shall apply to all damaged Units and shall include bathroom and kitchen fixtures as initially installed by Developer, but shall not include furniture, furnishings, and other personal property supplied or installed by any Unit Owner or tenant. The Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

T. Termination in Lieu of Reconstruction. In the event of the destruction of at least seventy-five percent (75%) of the total value of the improvements and buildings of the Condominium Property (as determined by the Board), then this Condominium shall be terminated, unless at a meeting of the Association, held within thirty (30) days from the date the damage was sustained, Unit Owners owning at least two-thirds (2/3) of the Units agree that the Condominium shall be reconstructed. If this Condominium is to be terminated, then a certificate of resolution of the Board to such effect and notice of cancellation and termination shall be executed by the president and secretary of the Association in recordable form and recorded in the Public Records of Monroe County, Florida. Upon such termination, all Unit Owners shall be tenants in common as to ownership of the Common Elements and the Common Surplus in the proportions of their Common Interests. The lien of any mortgage or other encumbrance upon each Unit shall attach, in the same order or priority, to the percentage of undivided interest of the Unit Owner. Upon termination of this Declaration and within sixty (60) days from the date of recording of the certificate of resolution, the owner(s) of all Units still habitable shall deliver possession of their respective Unit(s) to the Association. Upon termination of this Declaration, the Insurance Trustee shall distribute the insurance proceeds from any casualty insurance coverage to the Unit Owners and their mortgagees, as their respective interests may appear, in accordance with their Common Interests. The assets of the Association, upon termination shall be distributed to all of the Unit Owners and their mortgagees, as their respective interests may appear, in the same manner as provided for the distribution of any final insurance proceeds. The Insurance Trustee may rely upon a certificate of the Condominium Association executed by its president and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

U. Plans and Specifications. Any reconstruction or repair must either be: (1) substantially in accordance with the original plans and specifications for the original improvements; or (2) according to plans and specifications approved by the Board and the Architectural Control Committee of TAMPOA. If the damaged property is a building containing Units, then the plans and specifications must be approved by the owners owning at least two-thirds (2/3) of the Units, including the owners of all Units (and their respective mortgagee) which are to be altered by virtue of such plans and specifications.

V. Contracts for Repair. The Association shall obtain reliable and detailed estimates of the cost to rebuild or repair damage. The estimate shall be obtained immediately after a determination is made to rebuild or repair. Before they may become binding, all contracts for repair, replacement or reconstruction of loss or damage shall be approved by the Board.

W. The Construction Fund. The construction fund shall consist of: (i) insurance proceeds collected by the Insurance Trustee as a result of casualty loss or damage; and (ii) the Association's assessments and/or reserve funds to be deposited with the Insurance Trustee in the event insurance proceeds are insufficient to cover the cost of necessary repair, replacement and reconstruction. Construction funds shall be disbursed in the following manner and order:

1. Minor Damage. If the amount of the estimated costs of reconstruction, replacement and repair is less than \$10,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board, unless a mortgagee of a damaged Unit notifies the Insurance Trustee of such mortgagee's objection(s), in which case such funds shall be disbursed in the manner provided for disbursements for major damage.

2. Major Damage. If the amount of the estimated costs of reconstruction and repair is more than \$10,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board together with the approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

3. Distribution of Excess Proceeds. If the proceeds in the construction fund are in excess of all paid costs of repair, replacement and reconstruction, then such excess proceeds shall be applied first to the Association's reserve funds to the extent that the Association deposited reserve funds with the Insurance Trustee and the remainder shall be to Unit Owners to the extent of special assessments by the Association and any further amount shall be distributed pursuant to Article X, Section P(2).

4. Certificate. The Insurance Trustee may rely upon a duly executed certificate of the Association as to all of the following matters: (a) whether Association assessment and reserve funds shall be deposited with the Insurance Trustee; (b) whether an architect's approval shall be necessary for disbursement from the construction fund; (c) whether any disbursement shall be made from the construction fund; (d) names of payees and amounts to be paid; and (e) whether all costs have been paid, leaving excess proceeds for distribution.

ARTICLE XVI
CONDEMNATION: EMINENT DOMAIN

A. Deposit of Awards with Insurance Trustee. The taking of Condominium Property by condemnation or eminent domain ("the taking") shall be deemed to be a casualty, and the awards for that taking shall be treated as insurance proceeds and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; in the event any Unit Owner fails to do so, the Board may make a special assessment against the defaulting Unit Owner in the amount of his award and/or the amount of that award shall be set off against the sums thereafter made payable to the Unit Owner.

B. Determination Whether to Continue Condominium. Whether the Condominium will be continued after the taking will be determined in the manner provided in this Declaration for determining whether damaged property will be reconstructed and repaired after casualty.

C. Disbursement of Funds. If the Condominium is terminated after the taking, the proceeds of the awards and special assessments shall be deemed to be Condominium Property and shall be owned and distributed in the manner provided for distribution of insurance proceeds after a casualty. If the Condominium is not so terminated, the size of the Condominium shall be reduced and the owners of taken Units will be made whole and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided in this Declaration for disbursements of funds by the Insurance Trustee after a casualty.

D. Unit(s) Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable, the award for the taking of a portion of the Unit shall be used as follows:

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

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

3. Adjustment of Common Interests. If the floor area of any Unit is reduced by the taking, the Common Interest of all Unit Owners shall be recomputed whereby each Common Interest shall be a fraction whose numerator is the number of square feet of floor space in the Unit and whose denominator is the number of square feet of the aggregate of all of the remaining Units.

E. Uninhabitable Unit(s). If the taking is of the entire Unit or so much of the Unit as to render it uninhabitable, then the award shall be used as follows:

1. Payment of Award. The award shall be divided among those Unit Owners whose Units are uninhabitable in proportion to their Common Interests, provided however, that no payment shall be made to a Unit Owner until all liens upon his Unit have been satisfied from his share of the funds.

2. Addition to Common Elements. The remaining portion of any uninhabitable Unit shall become part of the Common Elements and shall be renovated to be usable by all Unit Owners in a manner approved by the Board.

3. Adjustment of Common Interests. Recomputation of the remaining Unit Owners' Common Interests shall be pursuant to the procedure set forth in Paragraph D(3) of this Article.

F. Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board.

G. Amendment. Changes in the Condominium caused by the taking shall be evidenced in an amendment to the Declaration, which amendment shall require the approval only of a majority of the Board.

ARTICLE XVII
INSTITUTIONAL LENDER PROTECTION

A. Notices. Each Institutional Lender, at its written request, shall be entitled to written notification from the Association of any default by the Owner of a Unit encumbered by Institutional Lender's mortgage in the performance of such Owner's obligations under this Declaration, the Articles of Incorporation or the By-Laws, which default shall not be cured within thirty (30) days after the Association shall learn of such default. Each Institutional Lender which has registered its name with the Association shall be given: (i) thirty (30) days' written notice prior to the effective date of any proposed, material amendment to this Declaration or the Articles of Incorporation or By-Laws and prior to the effective date of the termination of any agreement for professional management of the Common Properties following a decision of the Owners to assume self-management of the Common Properties; and (ii) immediate notice following any damage to the Common Properties whenever the cost of reconstruction shall exceed Ten Thousand Dollars (\$10,000.00), and as soon as the Board shall learn of any threatened condemnation proceeding or proposed acquisition of any portion of the Common Properties.

B. Prior Assessments. Each Institutional Lender which shall obtain title to a Unit pursuant to the remedies provided in its mortgage on the Unit or by foreclosure to the remedies provided in such mortgage or by foreclosure of such mortgage, shall take title to the Unit free and clear of any claims of unpaid assessments or charges against such Unit which accrued prior to the acquisition of title to such Unit by the Institutional Lender.

C. Restriction on Association Authority. The Association shall not be entitled to take the following actions without the prior written approval of at least two-thirds (2/3): (i) of the Institutional Lenders (based upon one vote for each first mortgage owned); and (ii) of the Owners other than Developer (based upon one vote for each Unit):

1. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Properties (the granting of easements for public utilities or for other public purposes consistent with the intended use of such Common Properties shall not be deemed a transfer);

2. Change the method of determining the obligations, assessments, dues or other charges which may be levied against an Owner;

3. By act or omission, change, waive or abandon any scheme of regulations, or enforcement thereof, pertaining to the architectural design or the exterior appearance of Residences, the exterior maintenance of the Units, the maintenance of the Common Properties party walks or common fences and driveways, or the upkeep of lawns and plantings in the Community;

4. Fail to maintain fire and extended coverage on insurable Common Properties on a current replacement cost basis in an amount not less than one hundred percent (100%) of the insurable value (based on current replacement cost);

5. Use hazard insurance proceeds for losses to any Common Properties for other than the repair, replacement or reconstruction of such Common Properties.

D. Inspection of Books and Records. Institutional Lenders shall have the right to examine the Association's books and records during normal business hours.

E. Right to Pay Overdue Charges. Institutional Lenders may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Common Properties facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such property, and Institutional Lenders making such payments shall be owed immediate reimbursement therefor from the Association.

ARTICLE XVIII
COMPLIANCE: DEFAULT

A. Compliance Generally. Each owner, tenant and occupant of a Unit shall comply with the provisions of this Declaration, the Articles of Incorporation and the By-Laws of the Association. Failure to comply therewith shall be grounds for relief sought by the Association which may include an action for damages, injunctive relief, foreclosure of lien or any combination of the foregoing.

B. Unit Owner's Liability. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by the act of any Member of his family, any guest, employee, agent or tenant, but only to the extent that such expense is not met by the insurance proceeds paid to the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances. Nothing herein, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation. The Association shall be entitled to recover its costs where judicial proceedings are involved in establishing liability, including reasonable attorneys' fees. In no event shall any Unit Owner be entitled to attorneys' fees.

C. No Waiver. The failure of the Association or of a Unit Owner to enforce any rights, provisions, covenant or condition which may be granted by this Declaration or other Condominium documents shall not constitute a waiver to enforce such rights, provisions, covenant or condition in the future.

D. Fines. The Association may levy a reasonable fine against a Unit and/or Unit Owner for the failure of the Unit Owner of the Unit, the Unit's occupant, or the Unit Owner's lessee, licensee, or invitee to comply with this Declaration (including its exhibits and amendments) and/or the Rules and Regulations promulgated by the Association from time to time. No such fine levied by the Association shall exceed the maximum amount provided by any applicable Florida law. Each day of violation shall be deemed a separate violation subject to separate fine. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of at least fourteen (14) days, which notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the Declaration of Condominium, By-Laws or Rules and Regulations which have allegedly been violated; and
3. A short and plain statement of the matters asserted by the Association.

The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

E. Cumulative Remedies. All rights, remedies and privileges granted to the Association or the Unit Owners pursuant to any terms, provisions, covenants or conditions of this Declaration or other Condominium documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available at law or in equity. The failure of Developer to enforce any rights, privileges, covenant or condition which may be

granted to Developer by this Declaration or other Condominium documents shall not constitute waiver of the right of Developer thereafter to enforce such right, provision, covenant or condition in the future.

ARTICLE XIX
OFFICIAL RECORDS

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

1. The plans, permits, warranties and other items provided by Developer pursuant to the Act.
2. A photocopy of the recorded Declaration and all amendments thereto.
3. A photocopy of the recorded By-Laws and all amendments thereto.
4. A certified copy of the Articles of Incorporation and all amendments thereto.
5. A copy of the current Rules of the Association.
6. A book or books containing the minutes of all meetings of the Association and the Board, which minutes shall be retained for a period of not less than seven (7) years.
7. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers. In the event of the sale or other transfer of any Unit to a third party, the purchaser or transferee shall notify the Association in writing of his interest in such Unit, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any Unit. Further, each Unit Owner shall immediately notify the Association of each and every mortgage on the Unit, the mortgagee(s), the amount of each mortgage and all pertinent recording information. The mortgagee(s) for any Unit may notify the Association of the existence of any such mortgage(s). Upon receipt of such notice, the Association shall register in its records all pertinent information.
8. All current insurance policies of the Association.
9. A current copy of any management agreement, lease or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility.
10. Bills of sale or transfer for all property owned by the Association.
11. Accounting records of the Association prepared according to good accounting practices, which accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but not be limited to:
 - (a) Accurate, itemized and detailed records of all receipts and expenditures.
 - (b) A current account and a monthly, bimonthly or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid upon the account and the balance due.
 - (c) All audits, reviews, accounting statements and financial reports of the Association.

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

12. Voting proxies, which shall be maintained for a period of one (1) year from the date of the meeting for which the proxy was given.

13. All rental records where the Association is acting as agent for the rental of Units.

B. Inspection. The official records of the Association shall be maintained in Monroe County and shall be open to inspection by any Member or the authorized representative of such Member at all reasonable times.

ARTICLE XX TERMINATION OF CONDOMINIUM

A. Termination Generally. Except in the event of termination as a result of the partial or total destruction or a taking of this Condominium, this Condominium may be terminated only by the unanimous consent of the Unit Owners and the holders of mortgages, liens or other encumbrances against such Units. Such election to terminate shall be executed in writing by all of the aforesaid parties, and such instrument(s) shall be recorded in the Public Records of Monroe County, Florida.

B. Effect. Upon such termination, the Condominium Property shall be owned in Common by the Unit Owners in the same undivided shares as each owner previously owned in the Common Elements, and the Condominium Property shall be subject to an action for partition by any Unit Owner or mortgagee. The net proceeds of such a partition shall be divided among all Unit Owners in proportion to their Common Interests; provided that no payment shall be made to a Unit Owner until all liens against his Unit have been satisfied out of his share of the proceeds in order of their priority.

C. Creation of New Condominium. The termination of this Condominium shall not bar the creation of another condominium affecting all or any portion of the same property.

ARTICLE XXI AMENDMENTS

A. Proposal. Amendment(s) to this Declaration may be proposed by: (1) the Board acting upon a majority vote; or (2) Members owning at least one-third (1/3) of the Voting Interests in the Condominium. Such proposals shall contain the full text of the provision(s) to be amended; new words shall be inserted in the text underlined; and words deleted shall be lined through with hyphens; provided, however, that if the proposed change shall be so extensive that this procedure would hinder, rather than assist, the proposed amendment, it shall not be necessary to use underlinings and hyphens as indicators of words added and deleted, but, instead, a notation shall be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision _____ for present text." Such proposed amendment(s) shall be transmitted to the president of the Association (or other officer in the president's absence) who shall thereupon call a special meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment(s).

B. Notice. The secretary shall give each Member written notice of such special meeting, stating the time and place thereof, and reciting the proposed amendment(s) in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such special meeting. Any Member may waive such notice in writing and such waiver, when filed in the records of the Association, whether before or after the meeting, shall be deemed equivalent to the giving of such notice to such Member.

C. Adoption by Members. At such meeting, an affirmative vote of not less than seventy-five percent (75%) of the Voting Interests shall be required

for the adoption of any proposed amendment(s). Thereupon, such amendment(s) shall be transcribed and certified by the president and secretary as having been duly adopted. The original or an executed copy thereof, certified and executed with the same formalities as a deed, shall be recorded in the Public Records of Monroe County, Florida, within ten (10) days from the effective date of such amendment(s). No provision of this Declaration shall be amended by reference only to its title or number. The certificate of amendment(s) shall set forth the change in the manner provided in Article XVII, Section A and shall refer specifically to the recording data identifying this Declaration. Thereafter, a copy of such amendment(s) in recorded form shall be delivered to all of the Unit Owners, but such delivery shall not be a condition precedent to the effectiveness of such amendment(s). A Member may submit his written vote in lieu of either attending such meeting or being represented by proxy, provided that such written vote is delivered to the secretary of the Association prior to such meeting or at such meeting. Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

D. Adoption by Developer. Without prior approval or participation of any Unit Owners or the Association, Developer may amend the Declaration: (1) to correct omissions or errors; and (2) to make such other changes as provided for in the Act and/or in this Declaration. Amendments by Developer shall require execution only by Developer and shall be recorded in the Public Records of Monroe County, Florida.

E. Prohibition of Certain Amendments.

1. Approval by all Unit Owners. Except as provided in Article XVII, Section D, anything herein to the contrary notwithstanding, the following matters shall not be amended without the prior written consent of all Unit Owners and their respective mortgagees: (a) the Common Interest appurtenant to each Unit; (b) the basis for sharing Common Expenses and other apportionment of assessments which may be levied by the Association; (c) the basis of ownership of Common Surplus; and (d) voting rights. No amendment creating time-share estates shall be permitted without the prior written consent of all Unit Owners and their respective mortgagees.

2. Approval by all Institutional Lenders. Notwithstanding anything herein to the contrary, the rights and privileges granted and reserved hereunder in favor of Institutional Lenders shall not be amended without the prior written consent of all Institutional Lenders holding mortgages on Units.

3. Approval by Developer. Notwithstanding anything herein to the contrary, Developer's rights and privileges granted and reserved hereunder in favor of Developer shall not be amended without Developer's prior written approval.

4. No Amendment. The provisions of this Paragraph E shall not be amended.

ARTICLE XXII MISCELLANEOUS PROVISIONS

A. Covenants Running with the Land. The restrictions and burdens imposed by this Declaration shall constitute covenants running with the land, and shall constitute an equitable servitude upon each Unit. This Declaration shall be binding upon Developer and all parties who become Unit Owners in the Condominium, and their respective heirs, legal representatives, successors and assigns.

B. Limitation on Warranties and Representations. Other than as set forth in Section 718.203, Florida Statutes, Developer specifically disclaims any intent to have made any warranty or representation in connection with the Condominium Property or the Condominium documents, except as specifically set forth therein, and no person shall rely upon any warranty or representation not so specifically made therein. Any estimates of Common Expenses, taxes or other charges are deemed accurate, but no warranty or guaranty is made or intended, nor may one be relied on.

C. Developer's Miscellaneous Rights. For as long as there are any unsold Units, Developer shall have the right: (1) to use any such Units and portions of the Common Elements for model Units and sales and re-sales offices or for any other purpose; (2) to display model Units and the Common Elements to prospective purchasers; and (3) to erect signs and other promotional materials upon the Condominium Property. Until Developer has conveyed the last residential Unit in the Condominium, Developer shall not be subject to the use or other restrictions contained in any of the provisions of this Declaration and exhibits attached hereto. No representative of Developer serving on the Board shall be required to disqualify himself from voting upon any management contract, lease, or other matter involving Developer or a management company where Developer has a pecuniary interest in management company. As a Unit Owner, Developer shall not be required to disqualify itself from voting in any matter which may come before the membership of the Association, nor shall any alleged conflict of interest be a cause of partial or total invalidity of the matter voted upon, whether or not Developer's vote(s) was necessary for the adoption, ratification or execution of the same.

D. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or the rules and regulations, such dispute or litigation shall be governed by the laws of the State of Florida and all litigation shall originate in the appropriate court in Monroe County, Florida.

E. No Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

F. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law, or otherwise) shall be deemed to have agreed that all the provisions of this Declaration, and the exhibits attached hereto, as they may be amended, are fair and reasonable in all material respects.

G. Severability. In the event that any of the terms, provisions or covenants of this Declaration are held to be invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants.

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

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

J. Notices. Unless otherwise provided, whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, addressed to such Unit Owners at their places of residence in the Condominium Property. Proof of such mailing or personal delivery by the Association shall be given by the affidavit of the person mailing or delivering said notices. Notices to the Association shall be sent by certified mail, return receipt requested, to the office of the Association as may be designated from time to time. All notices shall be deemed given when mailed. Any party may change his mailing address by written notice duly received for. Notices required to be given to the personal representative of a deceased owner, or devisee when there is not a personal representative, may be delivered either personally or by mail to such party at his or its address appearing in the records of the court wherein the estate of such deceased owner is being administered.

K. Schedule of Exhibits. Exhibits attached hereto and made a part hereof are the following:

- Exhibit A-I - Legal Description of Phase I;
- Exhibit A-II - Legal Description of Phase II;
- Exhibit B - Survey, Graphic Description and Plot Plans and Floor Plans;
- Exhibit C-I - Phase I - Percentage Interests;
- Exhibit C-II - Phases I and II - Percentage Interests;
- Exhibit D - Articles of Incorporation of Harbour Place Condominium Association, Inc.;
- Exhibit E - By-Laws of Harbour Place Condominium Association, Inc.; and
- Exhibit F - Estimated Operating Budget for First Year of Operation for Harbour Place Condominium.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed this 11th day of April 1990.

Attest:

HARBOUR PLACE DEVELOPMENT, INC., a Florida corporation

Jacqueline E. Creath

 JACQUELINE E. CREATH, Secretary
 (Corporate Seal)

By: *Pritam Singh*

 PRITAM SINGH, President

STATE OF FLORIDA)
) SS:
 COUNTY OF MONROE)

Before me personally appeared PRITAM SINGH and JACQUELINE E. CREATH, to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of HARBOUR PLACE DEVELOPMENT, INC., a Florida corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS, my hand and official seal, this 11th day of April 1990.

[Signature]

 Notary Public
 State of Florida at Large

My commission expires:

Notary Public, State of Florida
 My Commission Expires April 26, 1991
 Bonded thru Year 2000; Insurance Inc.

CONSENT OF CONDOMINIUM ASSOCIATION

Harbour Place Condominium Association, Inc., a Florida not-for-profit corporation, having a vested interest in the parcel of real property described in the foregoing Declaration of Condominium, hereby consents to and joins in the filing of the Declaration of Condominium of Harbour Place Condominium.

This Consent of Condominium Association is executed at Miami, Florida, this 11th day of April 1990.

ATTEST:

HARBOUR PLACE CONDOMINIUM ASSOCIATION, INC., a Florida Not-for-Profit Corporation

Jacqueline E. Creath
(Corporate Seal) Secretary

By: *Pritam Singh* President

STATE OF FLORIDA)
) SS:
COUNTY OF MONROE)

Before me personally appeared Jacqueline E. Creath and Pritam Singh to me well known and known to me to be the individuals described in and who executed the foregoing instrument as President and Secretary of Harbour Place Condominium Association, a Florida not-for-profit corporation, and severally acknowledged to and before me that they executed such instrument as such President and Secretary, respectively, of said corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that it was affixed to said instrument by due and regular corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS, my hand and official seal, this 11th day of April 1990.

[Signature]
Notary Public
State of Florida at Large
My commission expires:

Notary Public, State of Florida
My Commission Expires April 26, 1991
Bond No. 100-100-Insurance Inc.

EXHIBIT A-1

HANCOCK PLACE CONDO
PHASE I
ITEM DESCRIPTION

A parcel of land on the Island of Key West, Monroe County, Florida, being portions of Lots 2 and 3 Block 20, Lot 4, Block 17 (unnumbered) Caroline Street, Eaton Street, and filled submerged lands as shown on the unrecorded "Map of the Town of Key West together with the Islands as surveyed and delineated February 1629 by W.A. Whitehead" and being more particularly described as follows:

Commence at the intersection of the Southwesterly right of way line of Whitehead Street and the Southeastery right of way line of Greene Street; said point marked by an aluminum disc stamped #928; thence run along the Southwesterly right of way line of Whitehead Street, S34°04'40" E - 401.57 feet to a point of intersection with the centerline of Caroline Street; thence along the said centerline of Caroline Street S 55°51'43" W - 383.47 feet to a point of intersection with the centerline of Front Street; thence run along the centerline of Front Street S 1°56'59" E - 29.40 feet; thence run S 88°02'26" W - 29.00 feet to a point on the Westerly right of way line of Front Street and a corner of the "Little Whitehouse Property", said point also being the POINT OF BEGINNING of the following described parcel of land; thence along the Northerly, Northwesterly, Westerly, Southwesterly and Southerly boundary of the "Little Whitehouse Property", the following seven (7) courses:

- 1). S 86°02'24" W - 126.42 feet
- 2). S 47°58'48" W - 45.48 feet
- 3). S 1°53'02" E - 166.35 feet to a point of curvature with a circular curve concave to the Northeast having for its elements a central angle of 80°13'43" and a radius of 15.19 feet; thence run:
- 4). along the arc of said curve 23.92 feet to a point of tangency; thence
- 5). N 47°53'15" E - 18.54 feet
- 6). S 1°52'45" E - 14.55 feet
- 7). N 88°16'45" E - 24.45 feet; thence leaving said boundary run S 1°42'41" E - 6.50 feet; thence N 88°17'19" E - 18.00 feet; thence S 1°42'41" E - 46.00 feet; thence S 88°17'19" W - 18.00 feet; thence S 1°42'41" E - 10.74 feet; thence S 88°17'19" W - 20.00 feet; thence S 34°11'19" W - 66.45 feet; thence S 1°42'41" E - 45.00 feet; thence S 18°40'30" E - 227.19 feet; thence run S 33°56'45" E - 25.00 feet to a point of intersection with the centerline of Eaton Street; thence along the centerline of Eaton Street, S 56°03'15" W - 119.48 feet to a point on the boundary of the Key West Naval Air Station Property; thence run along said boundary N 19°55'07" W - 451.93 feet; thence run S 88°11'56" W - 122.46 feet to a point of intersection with the Southerly prolongation of a line that is 25.00 feet landward of, as measured at right angles and parallel with the outermost face of a bulkhead cap, said point of intersection being a point on submerged land in what is known as the Commodore Slip; thence run along the said Southerly prolongation, and the line that is 25.00 feet landward of, as measured at right angles, and parallel with the outermost face of a bulkhead cap N 1°53'20" W - 55.00 feet; thence run N 88°06'40" E - 4.00 feet to a point of intersection with a line that is 20.00 feet landward of, as measured at right angles, and parallel with the outermost face of a bulkhead cap; thence run along said line W 1°53'20" W - 238.36 feet; thence run N 88°02'26" E - 362.85 feet; to a point on the aforementioned Westerly right of way line of Front Street; thence along said right of way line S 1°56'59" E - 20.00 feet to the POINT OF BEGINNING, containing 2.7448 acres, more or less. All the above described land lying in Section 6, Township 48 South, Range 25 East, Monroe County, Florida. Subject to a portion of a 20.00 foot wide fuel line easement recorded in Official Record Book 1005 at Page 0098 of the Public Records of Monroe County, Florida, and being more particularly described as follows:

Commence at the previously described POINT OF BEGINNING; thence N 1°46'59" W - 20.00 feet; thence S 88°02'26" W - 345.53 feet to a point on the Easterly boundary line of the herein described easement, said point also being the POINT OF BEGINNING of the following described parcel of land; thence continue S 88°02'26" W - 17.32 feet to a point of intersection with a line 20.00 feet landward of, as measured at right angles, and parallel with the outermost face of a bulkhead cap; thence run along said line S 1°53'20" E - 822.07 feet; thence S 46°52'00" E - 69.97 feet; thence S 1°52'00" E - 26.01 feet to a point of intersection with the boundary of the Key West Naval Air Station Property; thence along said boundary line N 88°11'56" E - 2.26 feet; thence continue along said boundary S 19°55'07" E - 56.93 feet; thence N 1°52'00" W - 38.42 feet; thence N 46°52'00" W - 51.86 feet; thence N 1°52'00" W - 811.03 feet to the POINT OF BEGINNING. Containing 0.1392 acres, more or less.

Also subject to a portion of a 20.00 foot wide electrical and communication line easement as recorded in Official Record Book 1005 at Page 0113 and 0114 of the Public Records of Monroe County, Florida and being more particularly described as follows:

Commence at the centerline intersection of Caroline and Front Streets; thence run along the centerline of Front Street S 1°56'59" E - 400.57 feet; to a point of intersection with the centerline of Eaton Street; thence along the centerline of Eaton Street S 56°03'15" W - 129.42 feet to a point of intersection with the Northwesterly boundary line of the previously described parcel of land; said point also being the POINT OF BEGINNING of the following described parcel; thence continue along said centerline of Eaton Street S 56°03'15" W - 119.48 feet to a point on the boundary line of the U.S. Naval Property; thence along said boundary S 19°55'07" W - 20.61 feet to a point on a line lying 20.00 feet, as measured at right angles, Northwesterly of and parallel to the centerline of Eaton Street; thence leaving said boundary line run along the centerline of Eaton Street, N 56°03'15" E - 118.48 feet to a point of intersection with the aforementioned Northwesterly boundary of the previously described parcel of land; thence along said Northwesterly boundary S 33°56'45" E - 20.00 feet to the POINT OF BEGINNING. Containing 0.0337 acres, more or less.

EXHIBIT A-11

IMPROVED PLAT, CONVO
 PROPOSED PHASE II
 LEGAL DESCRIPTION

A parcel of land on the Island of Key West, Monroe County, Florida being portions of Lots 2 and 3, Block 28, Eaton Street, and filled submerged lands as shown on the unrecorded "Map of the Town of Key West together with the Island as surveyed and delineated February 1829 by W.A. Whitehead" and being more particularly described as follows:

Commence at the intersection of the Southwesterly right of way line of Whitehead Street and the Southeasterly right of way line of Green Street; said point marked by an aluminum disc stamped #228; thence run along the Southwesterly right of way line of Whitehead Street, S 34°04'40" E - 401.57 feet to a point of intersection with the centerline of Caroline Street; thence along the said centerline of Caroline Street S 55°51'43" W - 383.47 feet to a point of intersection with the centerline of Front Street; thence run along the centerline of Front Street S 1°56'59" E - 393.45 feet; thence run S 88°11'42" W - 25.00 feet to a point on the Westerly right of way line of Front Street and the POINT OF BEGINNING of the following described parcel of lands; thence run along the said right of way line of Front Street S 1°56'59" E - 232.84 feet to a point on the centerline of Eaton Street; thence run along the centerline of Eaton Street; S 56°03'15" W - 99.94 feet; thence run N 33°56'45" W - 25.00 feet; thence run N 18°40'30" W - 222.19 feet; thence run N 1°42'11" W - 65.00 feet; thence run N 31°17'10" E - 64.65 feet; thence run N 88°17'19" E - 20.00 feet; thence run S 1°42'41" E - 65.00 feet; thence run W 88°11'42" E - 103.73 feet to the POINT OF BEGINNING, containing 0.8043 acres, more or less, subject to a 20 foot wide access, fuel line, and electrical and communication line easement, being more particularly described as follows:

Commence at the centerline intersection of Caroline and Fennel Streets; thence run along the centerline of Front Street, S 1°56'59" E - 400.57 feet to a point of intersection with the centerline of Eaton Street; thence run S 56°03'15" W - 29.48 feet to a point on the Westerly right of way line of Front Street and the POINT OF BEGINNING of the following described parcel of lands; thence continue along the said centerline of Eaton Street S 56°03'15" W - 99.94 feet; thence run N 33°56'45" W - 20.00 feet to a point on a line lying 20.00 feet as measured at right angles and parallel with the centerline of Eaton Street; thence run along said line N 56°03'15" E - 112.44 feet to a point on the Westerly right of way line of Front Street; thence run along said right of way line S 1°56'59" E - 21.58 feet to the POINT OF BEGINNING, containing 0.0406 acres, more or less. All the above described land lying in Section 8, Township 68 South, Range 25 East, Monroe County, Florida.

636438

OFF REC 1129 PAGE 446

EXHIBIT B

Survey, Graphic Description and Plot Plans
and Floor Plans

636438 DEF 1129 PAGE 449

636438 REC 1129 PAGE 0450

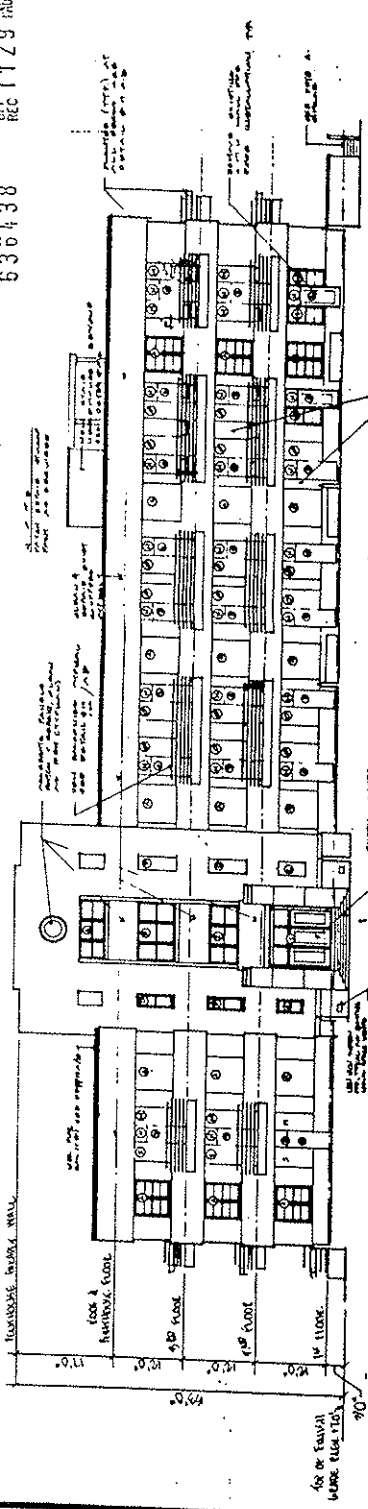
NO.	DATE	REVISION
1		
2		
3		
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7		
8		
9		
10		

DATE: 11/29/50
BY: W.W.S.

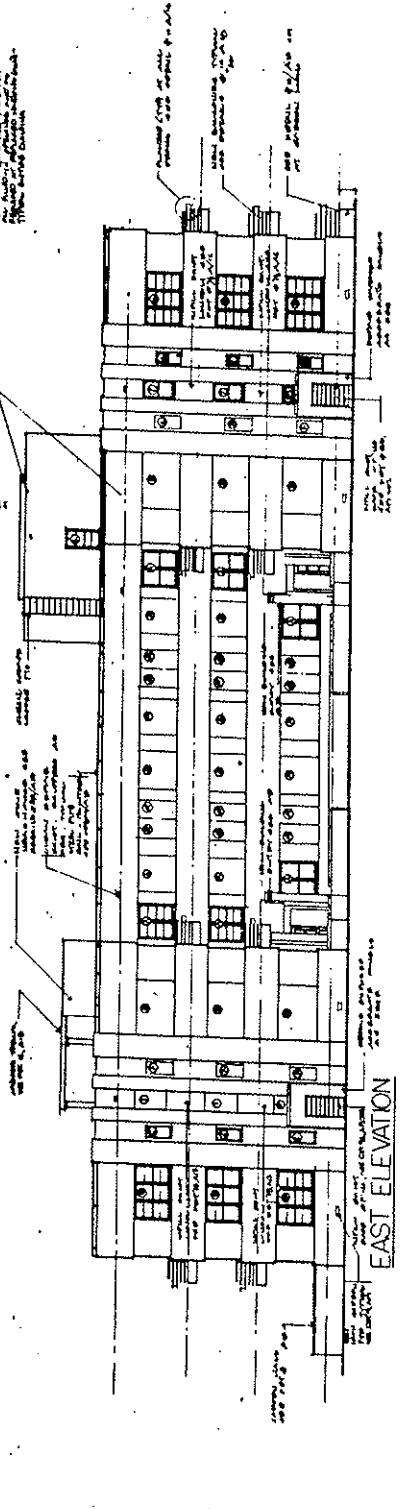
GRASSI, TULLIS - ARCHITECTS
1700 WEST BOSTON STREET, BOSTON, MASS. 02116

PROJECT: HARBOUR FRONT - BUILDING #2A
LOCATION: TRENKLE AVENUE, WEST BOSTON, MA
SCALE: 1/8" = 1'-0"

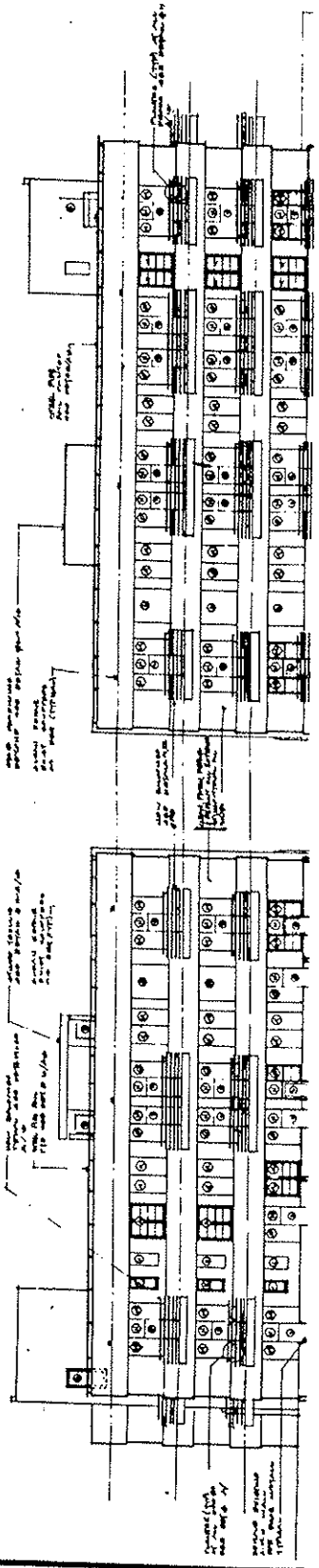
ELEVATIONS

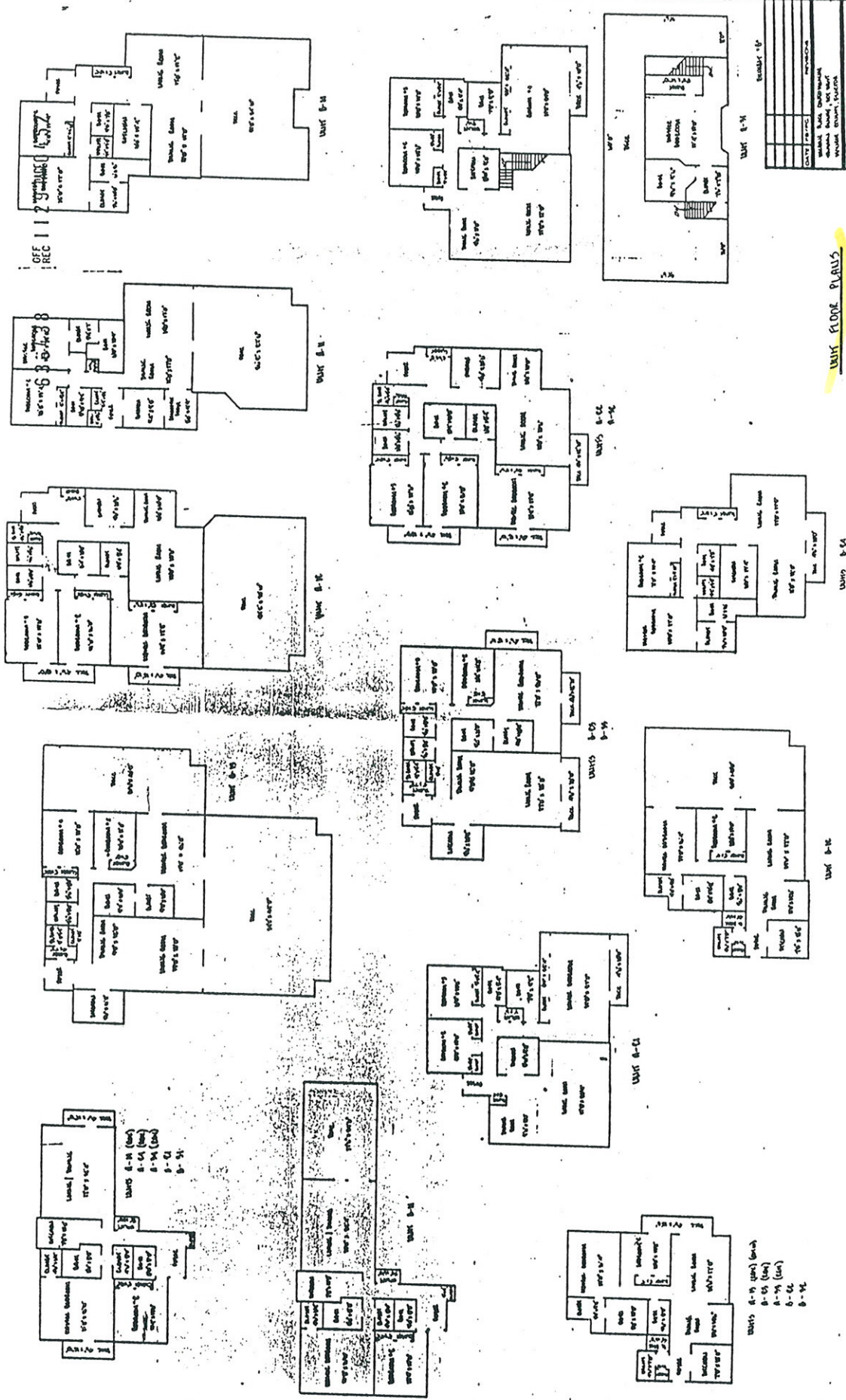


WEST ELEVATION



EAST ELEVATION

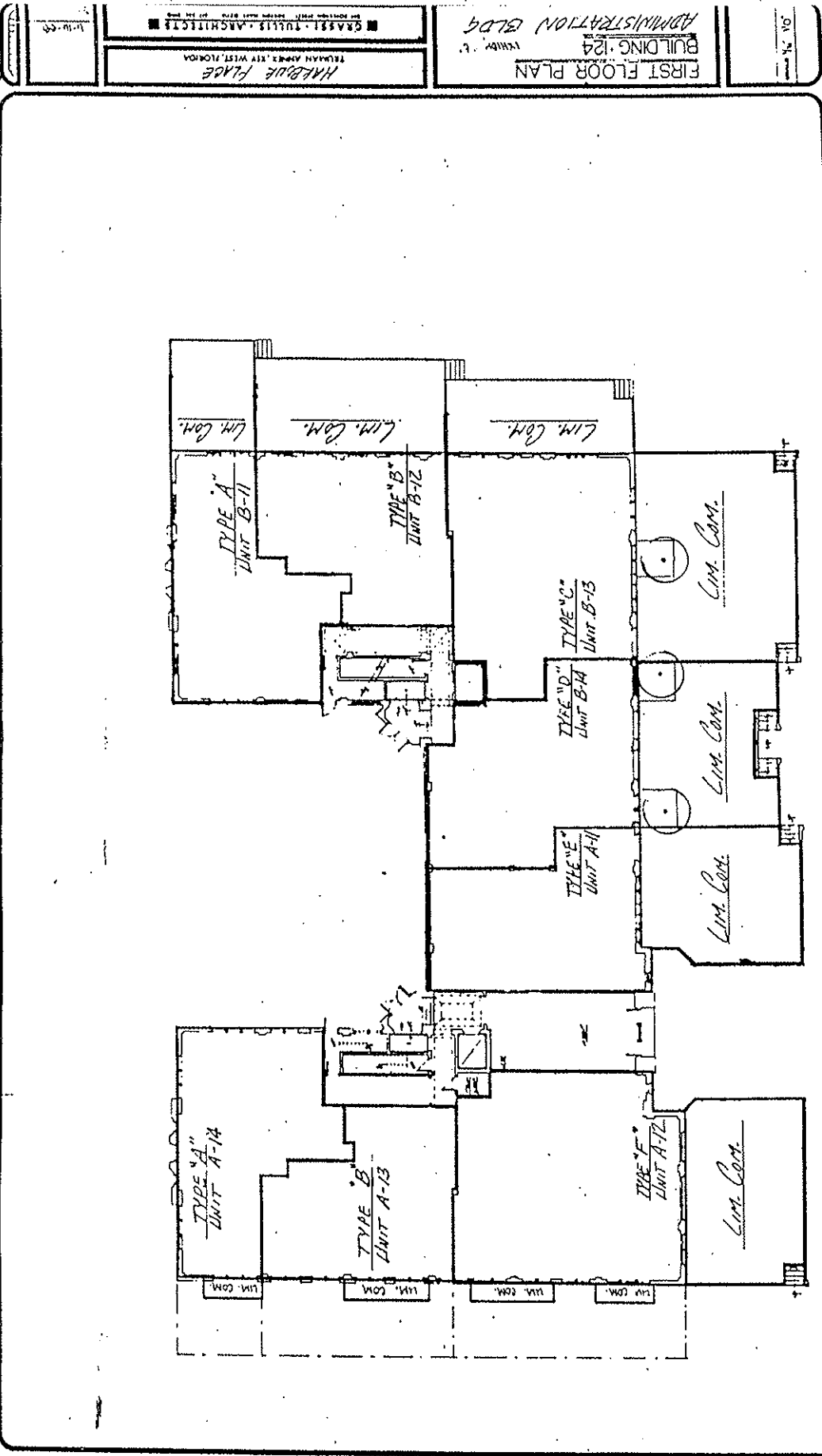




UNIT FLOOR PLANS

636438 REC 1129 JUN 04 53

636438 REC 1129 JUN 04 54



HARBOR PLACE
 TALLAHASSEE, FLORIDA
 GRASSI - TULLIS - ARCHITECTS

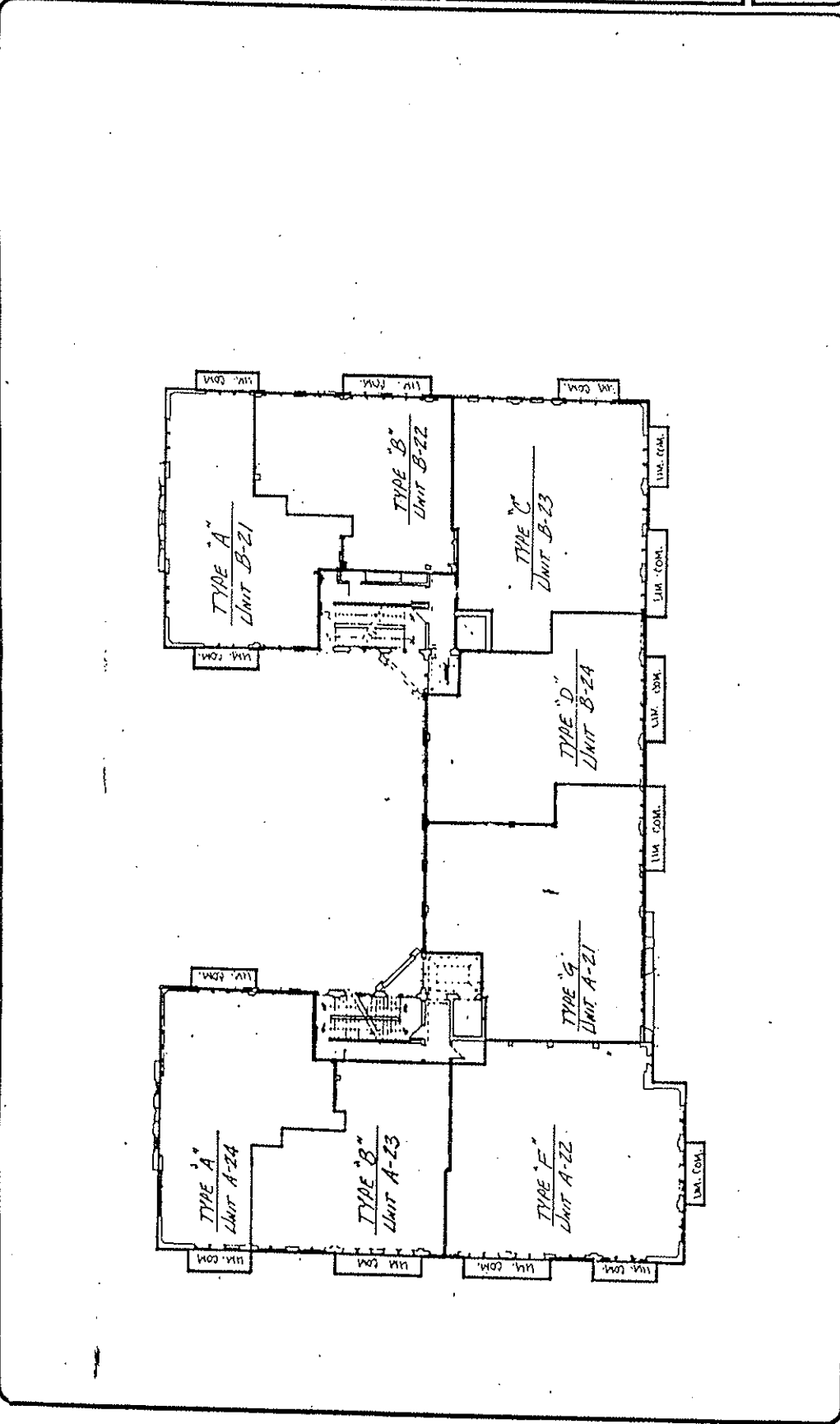
FIRST FLOOR PLAN
 BUILDING - 124
 ADMINISTRATION BLDG

Sheet No. 107

636438 REC 1129 7500455

636438 REC 1129 7500456

GRASSI, TULLIS, ARCHITECTS 1500 SOUTH MIAMI AVENUE, SUITE 100 MIAMI, FLORIDA 33134	SECOND FLOOR PLAN BUILDING 124 ADMINISTRATION BLDG.
	HARBOR PLACE 12000 BAYVIEW BLVD., SUITE 100 MIAMI BEACH, FLORIDA 33588

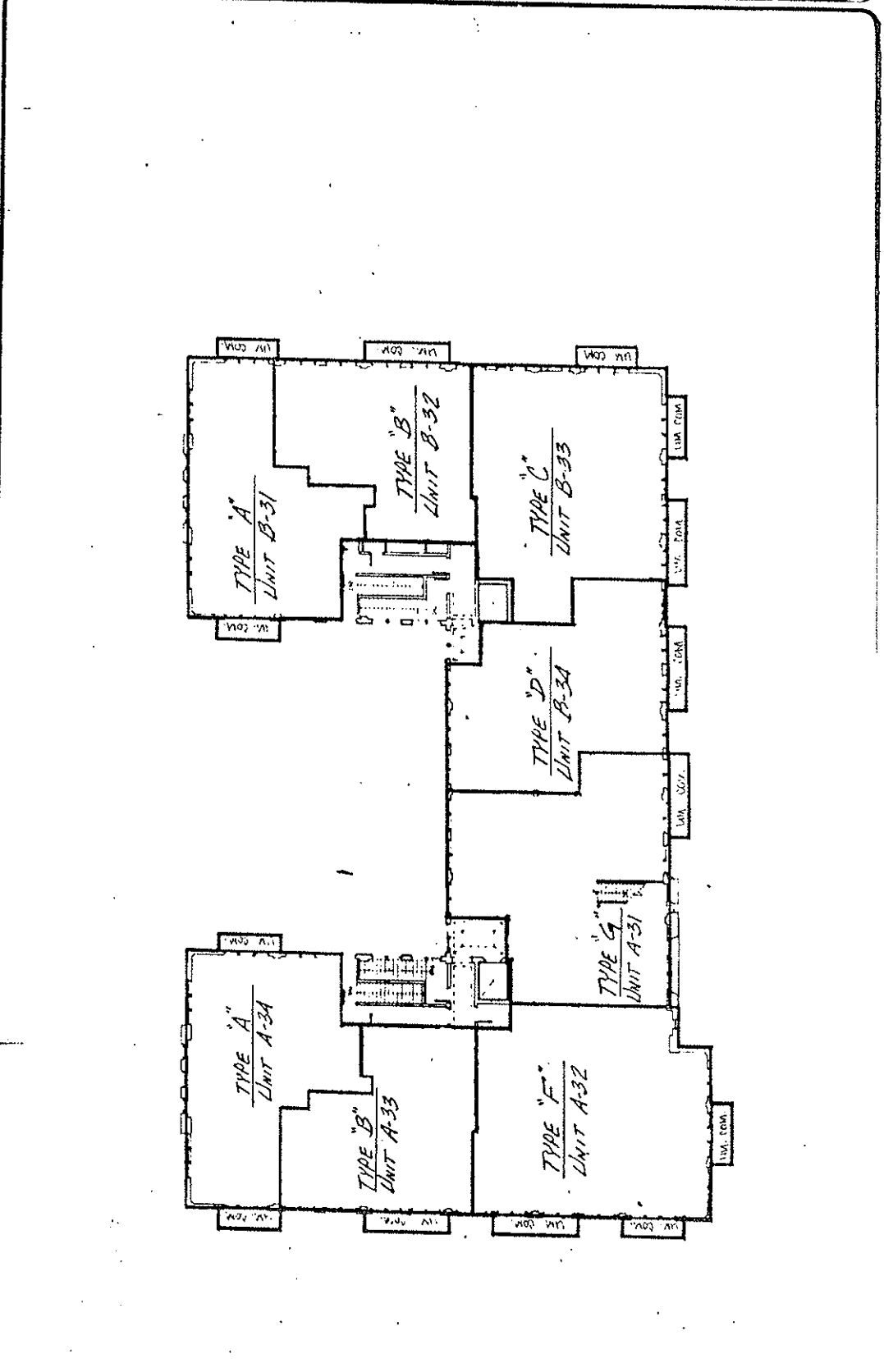


636438 REC 1129 PAGE 0457

636438

REC 1129 PAGE 0458


11-10-68	HARBOR PLACE TULSA, OKLA. 74104 GRASSI, TULLIS, ARCHITECTS 1100 NORTH THIRD STREET, SUITE 1000, TULSA, OKLA. 74104	THIRD FLOOR PLAN BUILDING 124 TRIMBLE # 6 ADMINISTRATION BLDG	SHEET NO. 105
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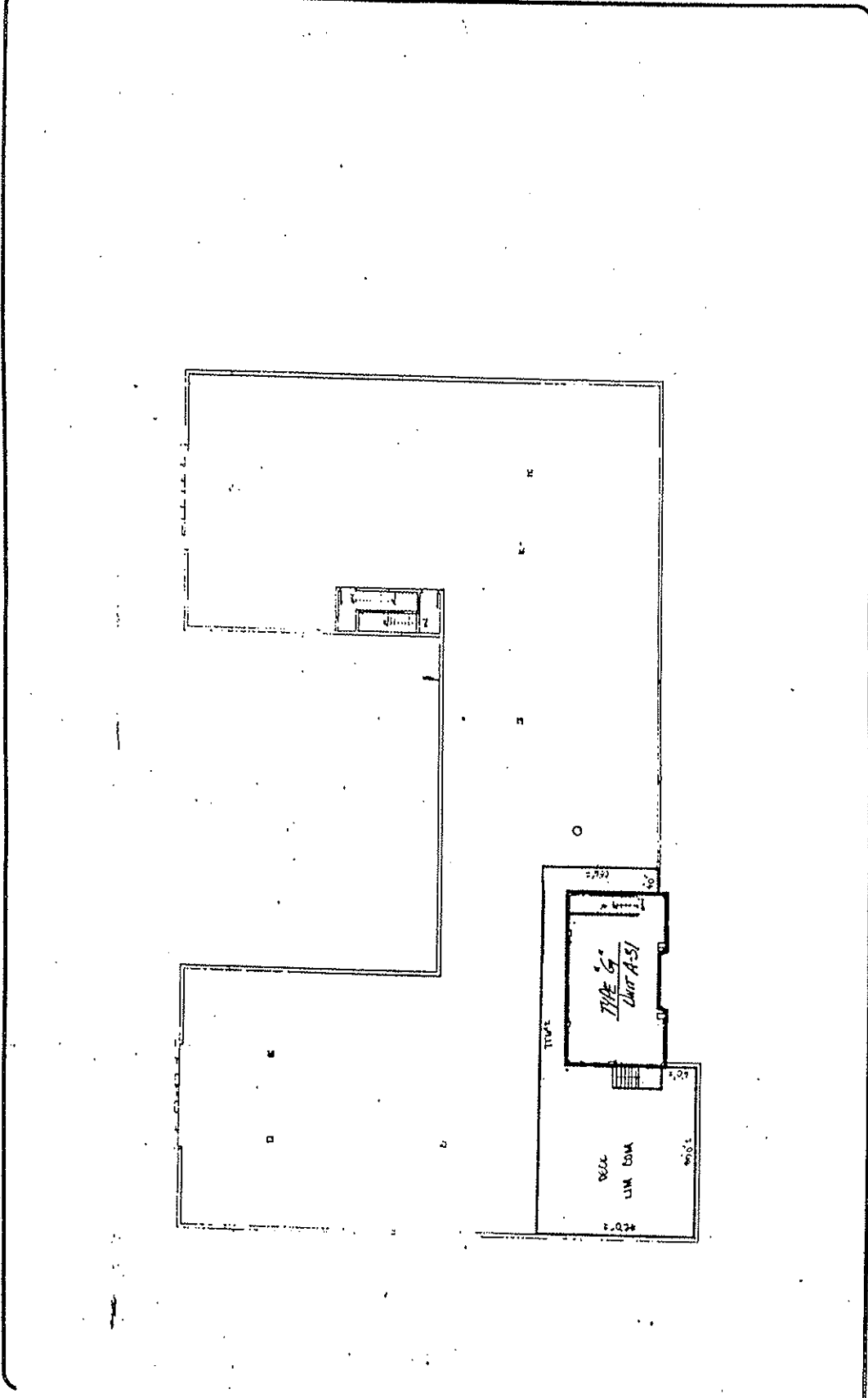


636438 REC 1129 PHOTO 460

636438 REC 1129 PHOTO 459

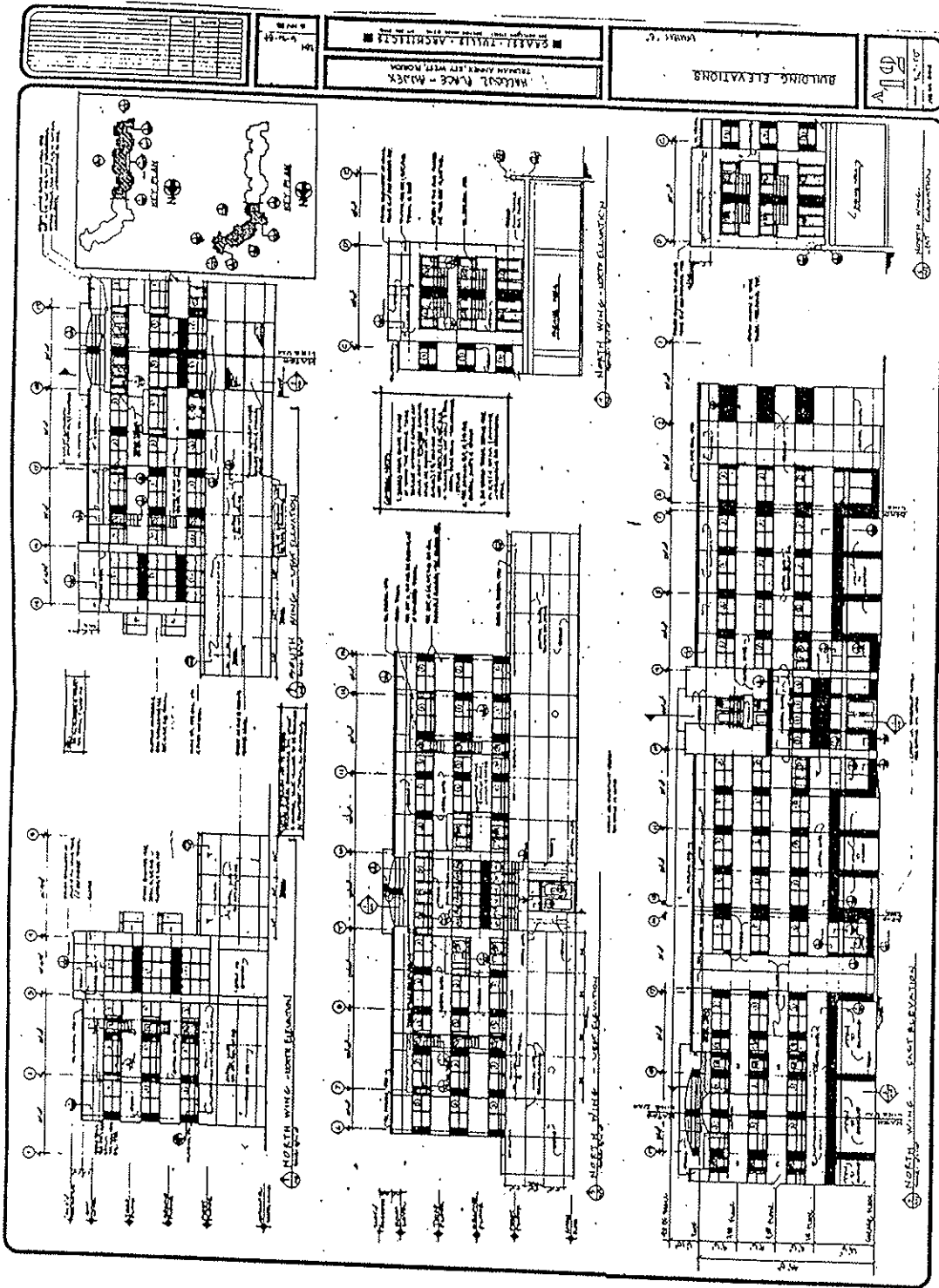
636438

	U-10-46	HARBOUR PLACE TALLMAN AVENUE, ELY WEST, FLORIDA	ROOF PENT HOUSE PLAN BUILDING 124 DRAWING 'A' ADMINISTRATION BLDG.	No. 16
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630438
630438

REC 1129-110464

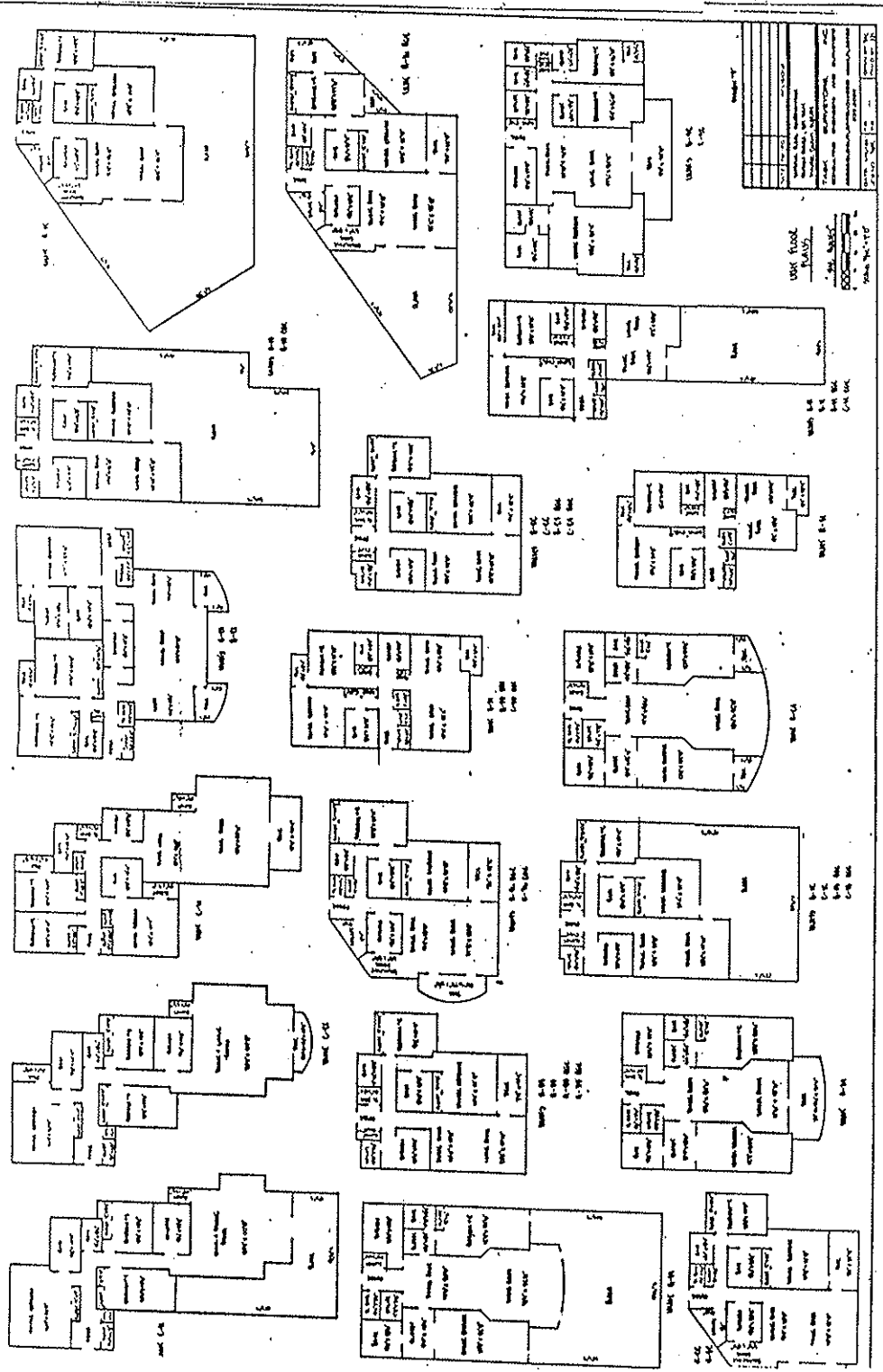


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REC 1129-110464

636438 REC-4 1129-010465

636438 REC-4 1129-010465

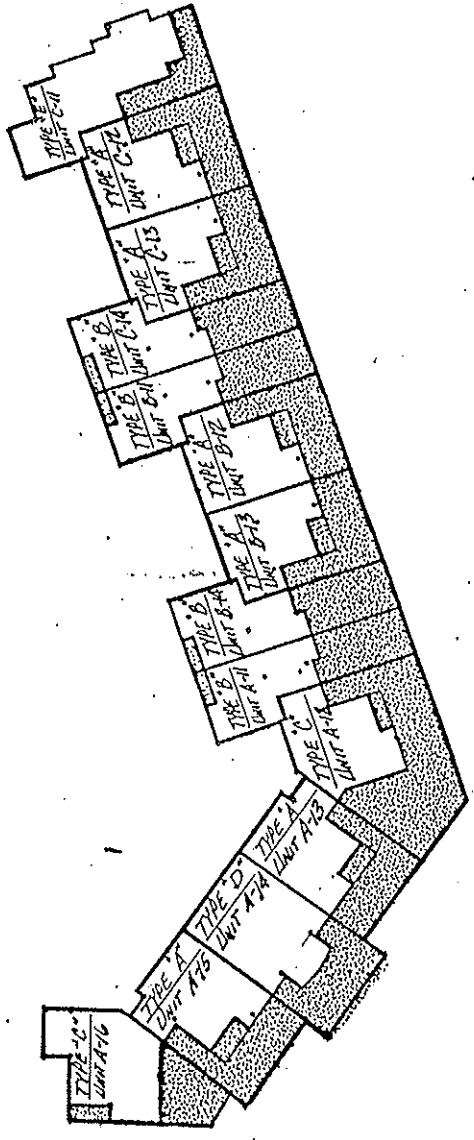


635438 SEE 1129 RUC0467

635438

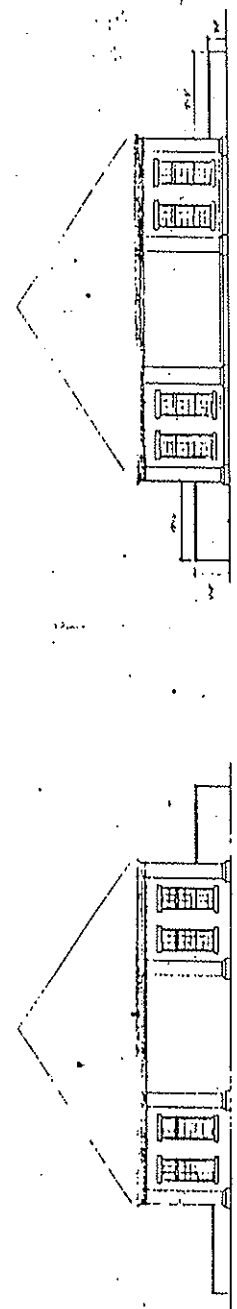
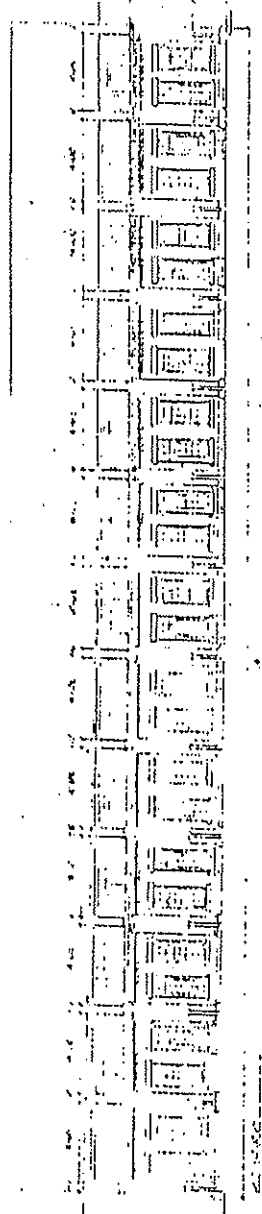
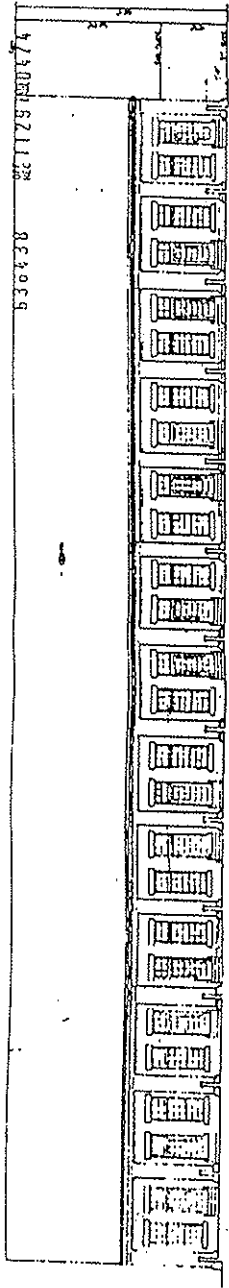
SEE 1129 RUC0468

HARBOUR PLACE
 TRUMAN BROS. REALTY WITH HOMERAY
 CASSELL, TOLLETT & ARCHITECTS
 1111 BROADWAY, NEW YORK 17, N.Y.
 FIRST FLOOR PLAN
 THE ANNEX
 No. 110
 Date: 11-1-58



LEGEND
 □ UNIT
 ▨ LIMITED COMMON AREA

536438 SEE 1129 DRAWINGS



SOUTH ELEVATION

NORTH ELEVATION

JOHN WHIPPLE ARCHITECT
 44 OAK ST., PORTLAND, MAINE - 779 2596

REVISIONS

DRAWN BY

CHECKED BY

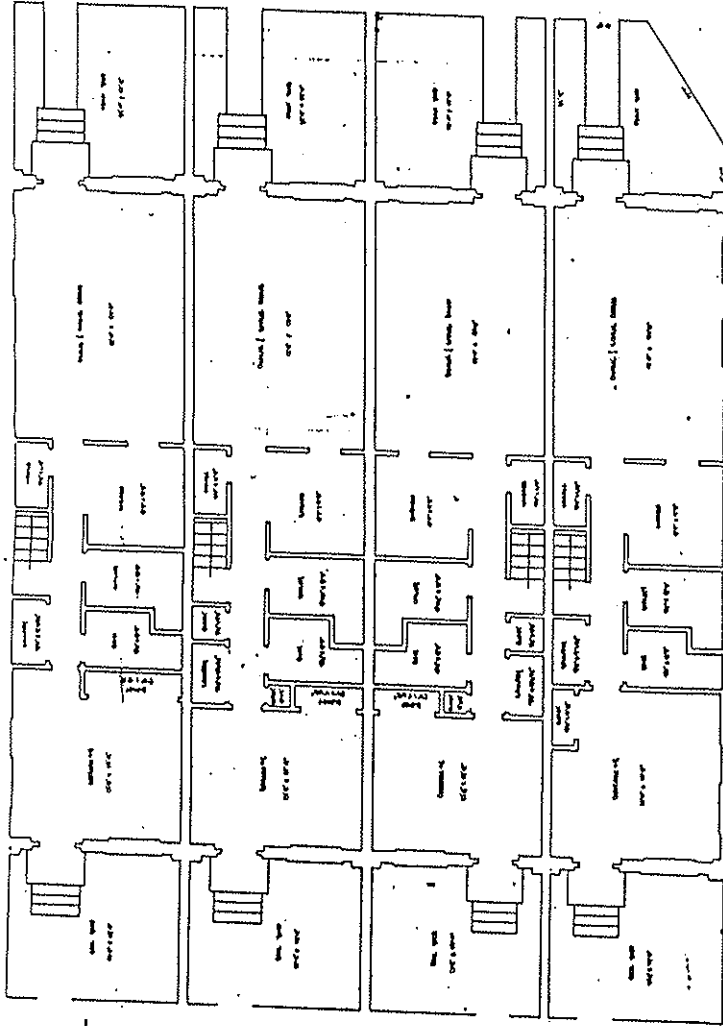
THE FOUNDRY
 1000 BROADWAY
 PORTLAND, MAINE

SHEET

636438 REC 1129 080477

636438

REC 1129 080478



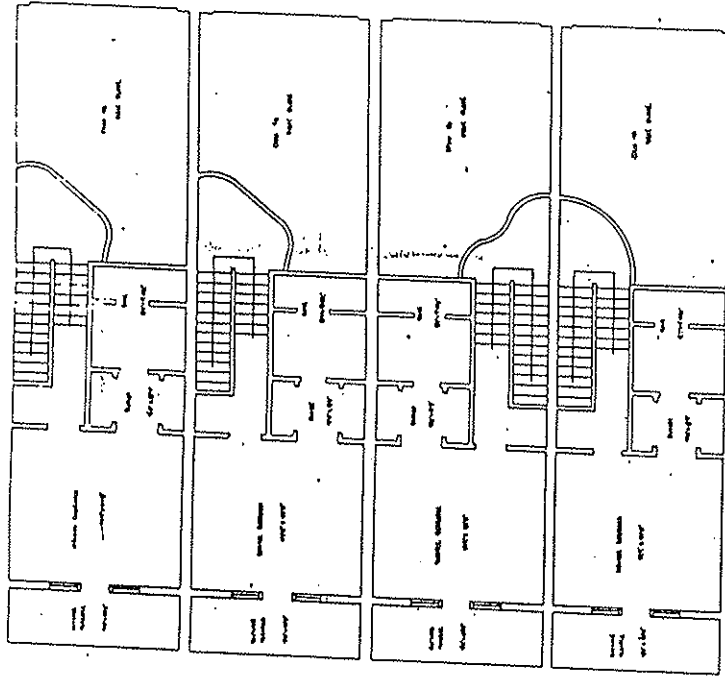
3RD FLOOR OFFICE PLAN
 11/29/77
 11/29/77

Scale: 1/4" = 1'-0"

Room No.	Room Name	Area (sq. ft.)
301	Office	120
302	Office	120
303	Office	120
304	Office	120
305	Office	120
306	Office	120
307	Office	120
308	Office	120
309	Office	120
310	Office	120
311	Office	120
312	Office	120
313	Office	120
314	Office	120
315	Office	120
316	Office	120
317	Office	120
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319	Office	120
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400	Office	120

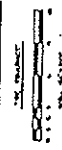
636438 RE 1129 250479

636438 RE 1129 250480



1. 1st floor
 2. 2nd floor
 3. 3rd floor
 4. 4th floor

4008 STATE AVENUE, BUNDS



4008 STATE AVENUE, BUNDS

NO.	DATE	REVISION
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		

EXHIBIT C-I

PHASE I - PERCENTAGE INTERESTS

<u>UNIT</u> <u>DESIGNATION</u>	<u>PERCENTAGE</u> <u>INTERESTS</u>
Admin Buid 101	1.38%
Admin Buid 102	1.32%
Admin Buid 103	2.11%
Admin Buid 104	1.40%
Admin Buid 105	1.60%
Admin Buid 106	1.89%
Admin Buid 107	1.32%
Admin Buid 108	1.39%
Admin Buid 201	1.39%
Admin Buid 202	1.32%
Admin Buid 203	2.11%
Admin Buid 204	2.04%
Admin Buid 205	1.60%
Admin Buid 206	1.09%
Admin Buid 207	1.32%
Admin Buid 208	1.39%
Admin Buid 301	1.39%
Admin Buid 302	1.32%
Admin Buid 303	2.11%
Admin Buid 304	2.74%
Admin Buid 305	1.60%
Admin Buid 306	1.89%
Admin Buid 307	1.32%
Admin Buid 308	1.38%
Annex Buid 109	1.57%
Annex Buid 110	1.41%
Annex Buid 111	1.94%
Annex Buid 112	1.41%
Annex Buid 113	1.57%
Annex Buid 114	1.27%
Annex Buid 115	1.27%
Annex Buid 116	1.41%
Annex Buid 117	1.41%
Annex Buid 118	1.27%
Annex Buid 119	1.27%
Annex Buid 120	1.41%
Annex Buid 121	1.41%
Annex Buid 122	2.00%
Annex Buid 209	1.57%
Annex Buid 210	1.41%
Annex Buid 211	1.94%
Annex Buid 212	1.41%
Annex Buid 213	1.57%
Annex Buid 214	2.54%
Annex Buid 215	1.41%
Annex Buid 216	1.41%
Annex Buid 217	2.54%
Annex Buid 218	1.41%
Annex Buid 219	1.41%
Annex Buid 220	1.41%
Annex Buid 221	2.04%
Annex Buid 222	1.57%
Annex Buid 310	1.41%
Annex Buid 311	1.76%
Annex Buid 312	1.41%
Annex Buid 313	1.57%
Annex Buid 314	1.22%
Annex Buid 315	1.35%
Annex Buid 316	2.19%
Annex Buid 317	1.35%
Annex Buid 318	1.35%
Annex Buid 319	2.19%
Annex Buid 320	2.09%

	100.00%

EXHIBIT C-II

PHASE I AND PHASE II
PERCENTAGE INTERESTS

REC 1129 PAGE 0482

636438

UNIT DESIGNATION	PERCENTAGE INTERESTS
Admin Buid 101	1.18X
Admin Buid 102	1.12X
Admin Buid 103	1.79X
Admin Buid 104	1.19X
Admin Buid 105	1.35X
Admin Buid 106	1.60X
Admin Buid 107	1.12X
Admin Buid 108	1.18X
Admin Buid 201	1.18X
Admin Buid 202	1.12X
Admin Buid 203	1.79X
Admin Buid 204	1.19X
Admin Buid 205	1.35X
Admin Buid 206	1.60X
Admin Buid 207	1.12X
Admin Buid 208	1.18X
Admin Buid 301	1.18X
Admin Buid 302	1.12X
Admin Buid 303	1.79X
Admin Buid 304	1.19X
Admin Buid 305	2.32X
Admin Buid 306	1.35X
Admin Buid 307	1.60X
Admin Buid 308	1.12X
Admin Buid 309	1.18X
Annex Buid 109	1.33X
Annex Buid 110	1.20X
Annex Buid 111	1.64X
Annex Buid 112	1.20X
Annex Buid 113	1.33X
Annex Buid 114	1.07X
Annex Buid 115	1.07X
Annex Buid 116	1.20X
Annex Buid 117	1.20X
Annex Buid 118	1.07X
Annex Buid 119	1.07X
Annex Buid 120	1.20X
Annex Buid 121	1.20X
Annex Buid 122	1.69X
Annex Buid 209	1.33X
Annex Buid 210	1.20X
Annex Buid 211	1.64X
Annex Buid 212	1.20X
Annex Buid 213	1.20X
Annex Buid 214	1.33X
Annex Buid 215	2.15X
Annex Buid 216	1.20X
Annex Buid 217	1.20X
Annex Buid 218	2.15X
Annex Buid 219	1.20X
Annex Buid 220	1.20X
Annex Buid 221	1.73X
Annex Buid 309	1.33X
Annex Buid 310	1.20X
Annex Buid 311	1.48X
Annex Buid 312	1.20X
Annex Buid 313	1.33X
Annex Buid 314	1.03X
Annex Buid 315	1.15X
Annex Buid 316	1.05X
Annex Buid 317	1.15X
Annex Buid 318	1.15X
Annex Buid 319	1.15X
Annex Buid 320	1.86X
Annex Buid 321	1.77X
The Foundry 1	1.17X
The Foundry 2	1.17X
The Foundry 3	1.17X
The Foundry 4	1.17X
The Foundry 5	1.17X
The Foundry 6	1.17X
The Foundry 7	1.17X
The Foundry 8	1.17X
The Foundry 9	1.17X
The Foundry 10	1.17X
The Foundry 11	1.17X
The Foundry 12	1.17X
The Foundry 13	1.17X
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EXHIBIT D

ARTICLES OF INCORPORATION OF
HARBOUR PLACE CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION

OF

HARBOUR PLACE CONDOMINIUM ASSOCIATION, INC.

The undersigned, by these Articles, hereby form this corporation not for profit under the laws of the State of Florida, pursuant to Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I

NAME

The name of the corporation shall be Harbour Place Condominium Association, Inc. For convenience, the Corporation shall be referred to in this instrument as "the Association."

ARTICLE II

PURPOSES AND POWERS

The Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes for which it is formed are to provide for maintenance, preservation and architectural control of the residential lots and Common Properties within that certain Community more particularly described in the Declaration of Covenants and Restrictions for Harbour Place Condominium (hereinafter "the Declaration of Covenants"), and to promote the health, safety and welfare of the residents within the Community and any additions. In order to effectuate these purposes, the Association shall have the power to exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants, which powers and privileges include but are not limited to the following:

1. to fix, levy, collect and enforce payment by any lawful means all appropriate charges or assessments;
2. to pay all expenses incident to the conduct of the business of the Association, including all licenses, taxes and governmental charges levied or imposed against the Common Properties;
3. to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of the Common Properties on behalf of the membership of the Association;
4. to borrow money and mortgage, pledge or hypothecate any or all of the Common Properties as security for money borrowed or debts incurred;
5. to participate in mergers and consolidations with other non-profit corporations organized for the same purposes; and
6. to have and to exercise any and all powers, rights and privileges which a corporation organized under the Florida Non-Profit Corporation Law may now or hereafter have or exercise.

ARTICLE III

MEMBERSHIP AND VOTING

A. Membership. Every person or entity who is a record owner of any Unit in the Community shall be a member of the Association. The foregoing does not include persons or entities who hold an interest merely as security for the performance of an obligation. Change of membership in the Association shall be established by recording in the Public Records of Florida, a deed or other instrument establishing a record title to any Unit in a transferee and the delivery to the Association of a certified copy of such instrument. Upon such delivery, the transferee designated by such instrument shall become a member of the Association and the membership of the transferee shall be terminated.

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B. Appurtenance to Unit. The share of a member in the funds and assets of the Association shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

C. Voting Rights. Subject to Developer's reservation of voting rights in the Declaration of Covenants, each Owner shall be entitled to one vote for each Unit owned. When more than one person holds an interest or interests in any Unit, the vote for such Unit shall be limited to one vote as the Owners among themselves determine. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

D. Meetings. The By-Laws shall provide for meetings of the members.

ARTICLE IV
BOARD OF DIRECTORS

A. Membership of Board. The affairs of this Association shall be managed by a Board consisting of the number of Directors determined by the By-Laws, but not fewer than three (3) Directors.

B. Election and Removal. Directors shall be elected at the annual meeting of the members in the manner determined by the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the By-Laws.

C. First Board of Directors. The names and addresses of the persons who shall act in the capacity of Directors until their successors shall be elected and qualified are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Pritam Singh	328 Whitehead Street Key West, Florida 33041
Robert D. Raphael	45 Madison Avenue Newtonville, Massachusetts 02116
Edward J. Faneuil	Two Oliver Street Boston, Massachusetts 02109

The Directors named above shall serve until the first election of Directors, as determined by the By-Laws and any vacancies in their number occurring before the first election of Directors shall be filled by act of the remaining Directors.

ARTICLE V
OFFICERS

The affairs of the Association shall be administered by the Officers designated in the By-Laws. After the first election of Directors, the Officers shall be elected by the Board at the first Board meeting following the annual meeting; Directors shall serve at the pleasure of the Board. The names and addresses of the officers who shall serve until their successors are designated by the Board are as follows:

Pritam Singh	President;
Robert D. Raphael	Vice President;
Jacqueline E. Creath	Secretary;
Edward J. Faneuil	Treasurer.

ARTICLE VI
INDEMNIFICATION

Every Director and every Officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel

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fees, reasonably incurred by or imposed upon him in connection with any proceeding or any settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he is a Director or Officer of the Association at the time such expenses are incurred, except when the Director or Officer is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE VII
BY-LAWS

The first By-Laws of the Association shall be adopted by the Board and may be thereafter altered, amended or rescinded in the manner provided in such By-Laws.

ARTICLE VIII
AMENDMENTS

Amendments to the Articles of Incorporation may be considered at any regular or special meeting of the members and may be adopted in the following manner:

1. Notice of the subject matter of a proposed amendment and of the meeting at which a proposed amendment is considered, and said notice shall be made as required by the By-Laws.

2. A resolution for the adoption of a proposed amendment may be proposed either by the Board or by a majority of the voting members. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Such amendments must be approved by not less than sixty-six (66%) percent of the votes of the voting members.

ARTICLE IX
TERM

The term of the Association shall be perpetual.

ARTICLE X
DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than seventy-five percent (75%) of the voting members. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event that such dedication shall be refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes.

ARTICLE XI
SUBSCRIBERS

The names and addresses of the subscribers of these Articles of Incorporation are as follows:

Robert D. Raphael

45 Madison Avenue
Newtonville, Massachusetts 02116;

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Edward J. Faneuil

Two Oliver Street
Boston, Massachusetts 02109

ARTICLE XII
MISCELLANEOUS

A. Developer's Rights. No amendment of these Articles of Incorporation or the By-Laws shall change Developer's rights and privileges as set forth in the Declaration of Covenants without Developer's prior written approval so long as Developer owns any Unit.

B. Stock. The Association shall issue no shares of stock of any kind or nature whatsoever.

C. Severability. Invalidation of any one or more of the provisions hereof shall in no way affect any other provisions, which shall remain in full force and effect.

D. The initial registered office of the Association shall be Building 124, Front Street, Key West, Florida 33041. The initial registered agent at that address shall be ROBERT D. RAPHEL.

IN WITNESS WHEREOF, the subscribers have affixed their signatures this 12th day of April, 1990.

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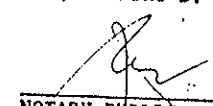
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ROBERT D. RAPHEL


EDWARD J. FANEUIL

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

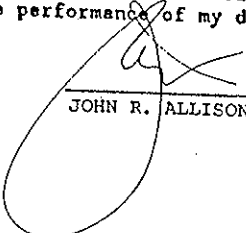
The foregoing instrument was acknowledged before me this 12th day of April 1990, by FANEUIL, ROBERT D. RAPHEL and EDWARD J.


NOTARY PUBLIC, State of Florida
at Large

My Commission Expires:

ACKNOWLEDGMENT:

Having been named to accept service of process for the above-named corporation at the place designated in these Articles, I hereby agree to act in such capacity and agree to comply with the provisions of all applicable statutes concerning the proper and complete performance of my duties.


JOHN R. ALLISON, III

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EXHIBIT E

BY-LAWS
HARBOUR PLACE CONDOMINIUM ASSOCIATION, INC.

BY-LAWS
OF
HARBOUR PLACE CONDOMINIUM
ASSOCIATION, INC.

ARTICLE I: IDENTITY

A. Scope.

These By-Laws shall apply to Harbour Place Condominium Association, Inc. ("the Association"), a corporation not for profit under the laws of the State of Florida, organized for the purpose of administering that certain condominium located in Monroe County, Florida, and known as Harbour Place Condominium ("the Condominium"). These By-Laws expressly are subject to the terms, provisions, conditions and authorizations contained in the Articles of Incorporation and in the Declaration of Condominium ("the Declaration"). All of the terms used in these By-Laws shall have the same definitions and meanings as those set forth in the Declaration, unless herein provided to the contrary, or unless the context otherwise requires. Whenever the context so permits, the singular shall include the plural, the plural shall include the singular and the use of any gender shall be deemed to include all genders.

B. Compliance.

Each present and future owner and tenant, guest, licensee, servant, agent, employee and any other person who shall be permitted to use the facilities of the Condominium or a unit shall comply strictly with these By-Laws and the Rules and Regulations issued by the Association and with the covenants, conditions and restrictions set forth in the Declaration and the deed to the unit. Ownership, rental or occupancy of any unit conclusively shall be deemed to mean that the owner, tenant or occupant has accepted and ratified these By-Laws and the Rules and Regulations of the Association and will comply with them. Failure to comply with any of the same shall be grounds for a civil action to recover sums due for damages or injunctive relief, or both, maintainable by the Association on behalf of the unit owners.

C. Principal Office.

The principal office of the Association shall be Building 124, Front Street, Key West, Florida 33041, or at such other place as may be subsequently designated by the Board of Administration. All books and records of the Association shall be kept at its principal office.

D. Seal.

The seal of the Association shall bear the name of the Association, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation. An impression of the Seal is as follows:

E. Fiscal Year.

The fiscal year of the Association shall be the calendar year.

ARTICLE II: MEMBERS

A. In General.

The requirements and procedures for admission, voting and termination of membership set forth in the Articles of Incorporation are incorporated herein by reference.

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B. Voting.

1. Number of Votes. In any meeting of members, the members shall be entitled to cast one voting interest ("vote") for each unit owned. The vote of a unit shall not be divisible. Should two (2) or more units be used by a single owner as one (1) dwelling unit, by combining the same in a manner approved by the Board or as otherwise provided in the Declaration, such use shall not in any manner affect or destroy the separateness of such units for voting purposes.

2. Majority Vote. The acts approved by a majority of the votes at a meeting at which a quorum shall be present, shall be binding upon all members for all purposes except where otherwise provided by law, the Declaration, the Articles or these By-Laws. The terms "majority of the members" or "majority of the Voting Interests" shall mean those members having more than fifty percent (50%) of the total authorized votes of all members voting at any meeting of the members at which a quorum shall be present.

3. Designation of Voting Member. If a unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the unit shall be designated by a Voting Certificate signed by all of the record owners of that unit according to the roster of members and filed with the Secretary of the Association. If a unit is owned by a corporation, the person entitled to cast the vote for the unit shall be designated by a Voting Certificate signed by the president or vice president and attested by the secretary or assistant secretary of the corporation and filed with the secretary of the Association. The person so designated to cast the vote of the unit shall be known as the "voting member." If such a Voting Certificate is not on file with the secretary for a unit owned by more than one person or one business entity, the vote of the unit concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the unit, except to such unit as owned by a husband and wife. Such Voting Certificate shall be valid until revoked or superseded by a subsequent Voting Certificate, or until a change in the ownership of the unit concerned.

A husband and wife owning a unit jointly shall have the following options:

a. They may designate a voting member.

b. If they do not designate a voting member and both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

c. If they do not designate a voting member and only one is present at a meeting, the spouse who is present may cast the unit vote without establishing the concurrence of the absent spouse.

d. If both spouses are present at a meeting and concur, either one may cast the unit vote.

4. Quorum. Members holding the voting interests for at least forty percent (40%) of the units shall constitute a quorum.

5. Proxies. Votes may be cast in person or by proxy. A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. No proxy shall be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. A proxy must be written, signed by the voting member generating the proxy and filed with the secretary before the appointed time of the meeting.

C. Meetings.

1. Annual Meetings. The annual meetings of the members shall be held on the second Tuesday of February of each year or on the date as

determined by the Board from time to time, provided that there shall be an annual meeting every calendar year and not later than thirteen (13) months after the last preceding annual meeting; The purpose of the meeting shall be to elect Administrators and to transact any other business which properly comes before the meeting.

2. Special Meetings. Special meetings of the members shall be held whenever called by the president or by a majority of the Board. A special meeting must be called by the president if a majority of the members file a written request with the secretary. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting.

3. Location of Meetings. All annual and special meetings shall be held at the principal office of the Association or at such other suitable and convenient place as may from time to time be fixed by the Board and designated in the notices of such meetings.

4. Notices of Meetings. Notices of meetings of members stating the time and place and the objects for which the meeting is called shall be given by the president or secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property and a copy shall be delivered or mailed to each member entitled to attend the meeting. The notice of the annual meeting shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) days but not more than sixty (60) days prior to the annual meeting and also shall be sent by mail to each member unless the member waives the right to receive such notice, in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The secretary shall provide an affidavit, to be included in the Official Records of the Association, affirming that notices of meetings were mailed or hand-delivered as required herein to each unit owner at the address appearing on the roster. Any member may waive in writing notice of any specific meeting; such waiver, when filed in the records of the Association, shall be deemed equivalent to the receipt of such notice by such member. If any meeting cannot be organized because a quorum has not attended, or because the greater percentage of the membership required to constitute a quorum for particular purposes has not attended (whenever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration), the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

D. Conduct of Meetings.

1. The president, or in his absence, the vice president, shall preside at all meetings; in the absence of both of them, the presiding officer shall be the officer designated by the Board.

2. The order of business at annual meetings and, as far as practical, at other meetings shall be:

- a. Called to order by the president;
- b. Election of chairman of the meeting;
- c. Calling of the roll and certifying of proxies;
- d. Proof of notice of the meeting or waiver of notice;
- e. Reading and disposal of any unapproved minutes;
- f. Reports of officers;
- g. Reports of committees;
- h. Appointment of inspectors of election;
- i. Determination of number of Administrators;
- j. Election of Administrators;
- k. Unfinished business;

- l. New business;
- m. Adjournment.

E. Limitations of Membership.

Except as otherwise provided, membership in the Association shall be limited to the unit owners or co-owners. In the event that a member shall lease or permit another to occupy his unit, the tenant or occupant shall not vote in the affairs of the Association except as the member shall permit the tenant or occupant to exercise the proxy vote of the member. Every transfer of title to the member's unit, in accordance with the Declaration and the Condominium Act, shall include membership in the Association, and upon making such transfer, the previous owner's membership shall terminate automatically. Except as herein provided, membership in the Association may not be assigned or transferred and any attempted assignment or transfer thereof shall be void and of no effect.

ARTICLE III: BOARD OF ADMINISTRATION

A. Authority and Composition.

The affairs of the Association shall be governed by a Board of Administration consisting of three (3) persons, at least two (2) of whom shall be members of the Association.

B. Representation.

When members other than Developer own fifteen percent (15%) or more of the units in the Condominium, such members shall be entitled to elect not fewer than one-third (1/3) of the persons on the Board of Administration. Unit owners shall be entitled to elect not fewer than a majority of the Administrators upon the occurrence of the first of the following events:

1. Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;
2. Three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;
3. When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others is being offered for sale by Developer in the ordinary course of business; or
4. When some of the units have been conveyed to purchasers and none of the others is being constructed or offered for sale by Developer in the ordinary course of business.

Developer shall have the right to elect a majority of the Administrators until the occurrence of any of the above events. Developer shall be entitled to elect at least one (1) Administrator as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the Condominium.

The rights reserved to Developer to elect and maintain Administrators may be assigned to and exercised by Developer's successor(s) in interest.

C. Election Procedures, Generally.

All Administrators not chosen by Developer shall be elected at the annual meeting of the members of the Association immediately following Developer's election of Administrators. Member-elected Administrators shall be elected in the following manner:

1. A nominating committee of three (3) members shall be appointed by the Board not less than thirty (30) days prior to the annual meeting of the members. The committee may nominate one or more persons for each available position. Members also may be nominated from the floor at the annual meeting.

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

D. Vacancies.

Vacancies in the Board may be filled, until the date of the next annual meeting, by selections by the remaining Administrators except that should any vacancy in the Board be created in any position previously filled by a person elected by Developer, such vacancy shall be filled by Developer electing by written instrument delivered to any officer of the Association.

E. Terms of Office.

The term of office of each Administrator, whether elected by Developer or by the membership, shall be for one (1) year, expiring at the next annual meeting of the membership, or when successors are duly elected and qualified, or any shorter period in the event of removal in the manner provided herein or by law.

F. Removals.

Any Administrator elected by the membership may be removed, with or without cause, at any time by a vote of a majority of the members at any special meeting called for such purpose by at least ten percent (10%) of the Voting Interests. If the recall is approved, the recall shall be effective immediately, and the recalled Administrator(s) shall turn over to the Board any and all records of the Association in his (their) possession within seventy-two (72) hours after the meeting. Only Developer shall have the right to remove an Administrator appointed by it. Developer shall have the absolute right to replace any Administrator(s) chosen by it. Such replacement of Administrators shall be made by written instrument delivered to any officer of the Association, specifying the name of each person designated as successor to each Administrator so removed.

G. Meetings.

1. Organizational Meeting. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such time and at such place as shall be fixed at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

2. Regular Meetings. 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 the Board. Notice of regular meetings shall be given to each Administrator personally or by mail, telephone or telegram, at least three (3) days prior to the day specified for such meeting.

3. Special Meetings. Special meetings of the Board may be called by the president, and must be called by the secretary at the written request of any two (2) Administrators. Not less than three (3) days' notice of any meeting shall be given to each Administrator, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting.

4. Waiver of Notice. Any Administrator may waive notice of a meeting and such waiver shall be deemed equivalent to the receipt of notice by each such Administrator. Attendance by an Administrator at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

5. Meetings Open to Members. All meetings of the Board, whether regular or special, shall be open to members. Adequate notice of all meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours in advance of each meeting, except in an emergency. Notice of any meeting in which assessments against members are to be considered for any reason shall specifically contain a statement

that assessments will be considered and the nature of any such assessments.

6. Quorum. A quorum at a Board meeting shall consist of the Administrators entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the votes present at a meeting in which a quorum is present shall constitute acts of the Board, except as specifically provided otherwise in the Articles of Incorporation, these By-Laws or the Declaration. If any meeting cannot be organized because a quorum has not attended, the Administrators who are present may adjourn the meeting from time to time until a quorum is present. At any adjourned meeting, business which might have been transacted at the meeting as originally called may be transacted without further notice. Administrators may join by written concurrence in any action taken at a meeting of the Board, but such concurrence may not be used for the purposes of creating a quorum.

7. Conduct of Meetings. The Chairman of the Board, if one has been elected, shall preside over all Board meetings; otherwise the president shall preside. In the absence of the presiding officer, the Administrators present shall designate one of their number to preside. The order of business at Board meetings shall be:

- a. Calling of roll;
- b. Proof of due notice of meeting;
- c. Reading and disposal of any unapproved minutes;
- d. Reports of officers and committees;
- e. Election of officers;
- f. Unfinished business;
- g. New business;
- h. Adjournment.

H. Compensation.

Compensation of the Administrators, if any, shall be determined by the members of the Association.

I. Powers and Duties.

All of the powers and duties of the Association shall be exercised by the Board, including those existing under the common law and statutes, the Articles of Incorporation of the Association, these By-Laws and the Declaration. Such powers and duties shall include the following:

1. To determine, make, levy and collect assessments from members to defray the costs of the Condominium, and to use the proceeds of such assessments in the exercise of the powers and duties granted to the Association;
2. To maintain, repair, replace, operate and manage the Condominium and the Condominium Property wherever the same is required to be done and accomplished by the Association for the benefit of its members;
3. To reconstruct improvements after any casualty, and to further improve the property, real and personal;
4. To make, amend and enforce regulations governing the use of the property, real and personal, in the Condominium, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations placed upon the use of such property under the terms of the Articles of Incorporation and the Declaration;
5. To maintain bank accounts for the Association;
6. To purchase, sell, lease or otherwise acquire or convey units in the name of the Association or its designee(s);

7. To obtain and review insurance for the Association;

8. To acquire and enter into leases and agreements of every nature, whereby the Association acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including recreational and communal facilities, whether or not contiguous to the lands of the Condominium, to provide enjoyment, recreation, or other use or benefit to the members, or as may be deemed by the Board to be in the best interests of the Association, and further including any and all contracts with Developer and/or its successors in interest furnishing services to the Condominium and its members for compensation, subject to such conditions and limitations as the Association and Developer shall deem appropriate.

J. First Board of Administration.

The first Board shall be comprised of three (3) persons designated to act and serve as Administrators in the Articles of Incorporation, who shall serve until their successors are elected at the first annual meeting of the members of the Association called after the Declaration has been duly recorded. The undertakings and contracts authorized by the first Board shall be binding upon the Association in the same manner as though such had been authorized by the first duly elected Board, so long as such undertakings and contracts are within the scope, powers and duties which may be exercised by the Board in accordance with all applicable Condominium documents. Should any member of the first Board be unable to serve for any reason, the remaining members of the Board shall have the right to designate a party to act and serve as Administrator for the unexpired term of the Administrator unable to serve.

ARTICLE IV: OFFICERS

A. Enumeration.

The Board shall elect a president, secretary and treasurer, and as many vice presidents, assistant secretaries and assistant treasurers as the Board shall determine. The president shall be elected from among the membership of the Board and shall be an Administrator, but no other officer need be a member or Administrator. The same person may hold two offices, except for the following combinations: (1) president and vice president; (2) president and secretary or assistant secretary.

B. Election.

The officers shall be elected annually by the Board at the organizational meeting of each new Board and shall hold office until their successors have been elected and qualified.

C. The President.

The president shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association.

D. The Vice President.

The vice president shall, in the absence or disability of the president, exercise the powers and perform the duties of president. He also generally shall assist the president and exercise such other powers and perform such other duties as shall be prescribed by the Board.

E. The Secretary and Assistant Secretary.

The secretary shall: (1) keep the minutes of all proceedings of the Administrators and the members; (2) attend to the giving and serving of all notices to the members and Administrators, and such other notices required by law; (3) maintain custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed; (4) keep the records of the Association, except those of the treasurer; and (5) perform all other duties incident

to the office of secretary and as may be required by the Administrators or president. The assistant secretary shall perform the duties of secretary when the secretary is absent. The minutes of all meetings of members and the Board shall be kept by the secretary in a book which shall be available for inspection by members (or their authorized representatives), and the Administrators at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

F. The Treasurer.

The treasurer shall: (1) have custody of all of the property of the Association, including funds, securities and evidences of indebtedness; (2) keep the assessment rolls and accounts of the members; (3) keep the books of the Association in accordance with good accounting practices; and (4) perform all other duties incident to the office of the treasurer.

G. Compensation.

The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing an Administrator as an employee or from contracting with Administrators for the management of the Condominium.

H. Removal.

Any officer may be removed from office at any time, with or without cause, by a majority vote of the Board.

ARTICLE V: FINANCE

A. Bank Accounts.

The depository of the Association shall be such bank as is designated from time to time by the Board. Withdrawal of monies from accounts shall be only by checks signed by such persons as are authorized by the Board.

B. Fiscal Year.

The fiscal year shall be the calendar year.

C. Budget.

The Board shall adopt a budget for each fiscal year which shall contain cost estimates, including without limitation the following items: (1) maintenance and operation of the Common Elements; (2) landscaping streets and walkways; (3) office expenses; (4) management and administration; (5) utility services; (6) casualty and liability insurance; (7) operating and replacement reserves; (8) leaseholds, membership and other interests in lands or facilities to provide enjoyment, recreation or other use or benefit to unit owners; and (9) reserve accounts for capital expenditures and deferred maintenance. A copy of the proposed budget, together with proposed assessments payable by each member, and written notice of the time and place of the meeting to consider the budget shall be submitted to each member at least fourteen (14) days prior to the meeting at which the budget will be considered. The meeting shall be open to all members. As long as Developer is in control of the Board, the Board shall not impose an assessment for any year greater than one hundred fifteen percent (115%) of the prior fiscal year's assessment without the approval of a majority of all unit owners. If the budget is amended before the assessments are made, a copy of the amended budget shall be furnished to each member. Failure to deliver a copy of any budget or amended budget to each member shall not affect the liability of any member for any such assessment, nor shall delivery be a condition precedent to the effectiveness of the budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as restricting the right of the Board, at any time, in its sole discretion, to levy any additional assessment if the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management or if required by any emergencies.

D. Reviews.

A review of the accounts of the Association shall be made annually. If the Board so designates, such review shall be made by a certified public accountant, and a copy of such accountant's report shall be furnished to each member not later than March 15th of the year following the year for which the report is made.

E. Assessments.

Assessments against the members for their share of the items of the budget shall be made for the calendar year annually in advance on or before December 20th, preceding the year for which the assessments are made. Such assessments shall be due in equal monthly installments, payable in advance on the first day of each month of the applicable year. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and monthly installments on such assessments shall be due upon each installment date until changed by an amended assessment. In the event the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board. Charges by the Association against members for other than common expenses also shall be payable in advance, and when circumstances permit, such charges shall be added to the assessments for common expenses. Charges for other than common expenses may be made only after approval of the members or when expressly provided for in the Declaration or Exhibits annexed thereto. Such charges may include charges for the use of the Condominium Property or recreation area, maintenance services furnished at the expense of a member and other services furnished for the benefit of a member. Assessments for common expenses or emergencies that cannot be paid from the annual assessment shall be due only after thirty (30) days' notice is given to the members concerned, and shall be paid in such manner as the Board may require.

If a member shall be in default in the payment of an installment upon an assessment, the Board may accelerate the remaining installments of the assessments upon notice to the member, and the then unpaid balance of the assessment shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the member, or not less than ten (10) days after the mailing of such notice to him by certified mail or certificate of mailing, whichever shall first occur.

F. Fidelity Bonds.

Fidelity bonds shall be required by the Board for all officers and employees of the Association and for any contractor handling or responsible for Association funds. The amount of each such bond shall be determined by the Board but shall be at least the amount of the total annual assessments against members for common expenses. The premiums on such bonds shall be paid by the Association.

ARTICLE VI: INDEMNIFICATION OF ADMINISTRATORS AND OFFICERS

Every Administrator and every officer shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved by reason of his being or having been an officer or Administrator, or any settlement thereof, whether or not he is an Administrator or officer at the time of incurring such expenses or liabilities, except in such cases wherein the Administrator or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to all other rights to which such officer or Administrator may be entitled.

ARTICLE VII: ARBITRATION

Voluntary binding arbitration of internal disputes arising from the operation of the Condominium among the unit owners, Association, their agents and

assigns, shall be provided in accordance with Section 718.112(4), Florida Statutes, and the rules promulgated pursuant thereto.

ARTICLE VIII: PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the laws of the State of Florida.

ARTICLE IX: RULES AND REGULATIONS

Annexed hereto and made a part hereof are rules and regulations concerning the use of the Condominium. The Board may from time to time modify, amend or add to such rules and regulations, except that owners of a majority of the units present and voting at a meeting at which a quorum is present may overrule the Board with respect to any such modification, amendment or addition. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board to each member at least thirty (30) days prior to the effective date hereof.

ARTICLE X: AMENDMENTS

A. Proposal.

Amendments to these By-Laws may be proposed by the Board acting upon majority vote or by members owning at least one-third (1/3) of the Voting Interests in the Condominium, whether meeting as members or by a writing signed by them.

B. Text of Proposed Amendments.

No By-Law shall be amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full text of the By-Laws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law _____ for present text."

C. Special Meeting.

Such proposed amendment(s) shall be transmitted to the president (or other officer in the absence of the president) who shall thereupon call a special joint meeting of the Board and the membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt of such officer of the proposed amendment(s). The secretary shall give to each member written notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth.

D. Approval and Recordation.

In order for such amendment(s) to become effective, the same must be approved by an affirmative vote of at least two-thirds (2/3) of the Voting Interests in the Condominium. Thereupon such amendment(s) shall be transcribed, certified by the president and Secretary, and a copy thereof recorded in the Public Records of Monroe County, Florida, within ten (10) days from the date of approval of such amendment(s) by the members.

E. Written Votes.

At any meeting held to consider such amendment(s), the written vote of any member shall be recognized even if such member is neither in attendance nor represented by proxy, provided that such written vote is delivered to the secretary at or prior to such meeting.

F. Writing in Lieu of Meeting.

In the event that the members holding the Voting Interests necessary to pass any amendment(s) shall execute any instrument amending these By-Laws, the same shall constitute a valid amendment and it shall not be necessary for the meeting otherwise prescribed above to be held. A copy of such amendment(s), bearing the signature of the member(s), and certified by the president and the secretary as being the amendment(s) so adopted by such members, shall be recorded in the Public Records of Monroe County, Florida, within ten (10) days from the date of approval of such amendment(s).

G. Nonmaterial Errors.

Non-material errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

H. Developer's Rights.

Notwithstanding the foregoing provisions, no amendment to these By-Laws to abridge, amend or alter Developer's rights herein may be adopted or become effective without Developer's prior written consent.

THE FOREGOING was adopted as the By-Laws of Harbour Place Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida on the 12th day of APRIL, 1990.

ATTEST:

APPROVED:

Jeanelle E. Cross
Secretary

Pat Sp
President



RULES AND REGULATIONS
FOR
HARBOUR PLACE CONDOMINIUM

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REC 1129 PAGE 0500

1. The sidewalks, entrances, passages, fire exits, patios, stairways, and like portions of the Common Elements or Limited Common Elements shall not be obstructed and shall not be used for any purpose other than ingress and egress; nor shall carts, carriages, bicycles, chairs, tables or any other similar objects be stored therein. Children shall not be permitted to play or loiter in stairways, sidewalks or other Common Areas.
2. Children of guests shall at all times be supervised by their parents or the Unit Owner they are visiting.
3. The personal property of Unit Owners must be stored in their respective Units.
4. No garbage cans, supplies or other articles shall be placed in or on the patios, balconies or staircase landings, nor shall any linens, blankets, clothing, curtains, rugs, mops or laundry of any kind or other articles, be shaken or hung from any of the windows, doors, patios or balconies. No visible clothes lines or other outside facility for drying or airing clothes shall be erected.
5. No Unit Owner shall permit anything to fall from a window or balcony of a Unit, or sweep or throw from the Unit any dirt or other substance into any of the sidewalks, patios or Common Elements.
6. All garbage must be deposited in bags with all other refuse in areas designated for such purpose.
7. No skateboarding or bicycle riding shall be permitted in the parking areas.
8. Employees of the Association may not be sent by Unit Owners for personal errands. The Board shall be solely responsible for supervising Association employees.
9. Parking:
 - (a) No motor vehicle which cannot operate on its own power shall remain on the Condominium Property for more than forty-eight (48) hours;
 - (b) No vehicle shall be repaired on the Condominium Property;
 - (c) No trucks, trailers, mobile homes, vans, campers, buses or similar vehicles shall be parked on the Condominium Property;
 - (d) No boats, rafts, canoes or other similar craft shall be allowed on the Condominium Property; and
 - (e) All parking facilities shall be used in accordance with regulations adopted by the Board.
10. All balconies and decks shall be kept in an orderly, clean and sanitary fashion at all times. Consistent with the foregoing, the placement of any chairs, benches and tables on same shall be of such a number, nature and type as are customarily used for leisure purposes and in all cases subject to the Board's prior written approval. No other goods, materials, awnings, fixtures, paraphernalia or the like are to be affixed, placed or stored on said decks or balconies except with the Board's prior approval. No trash, rubbish, garbage or debris shall be kept or placed in any patio or deck area.
11. No Unit Owner shall make or permit any disruptive noises or noxious fumes in the buildings, or permit any conduct of any persons that will interfere with the rights, comforts or conveniences of other residents. No Unit Owner shall play or permit to be played any musical instrument, or operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit, porch, balcony or patio in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time which disturbs other residents.

23. No drilling of floors, patios, exterior walls, or ceilings is allowed for attachment or hanging of any material, including without limitation planters and hammocks without the Board's prior written approval.

24. No door mats may be placed outside of a Unit and no ornaments or decorations may be hung on the exterior walls, gates or fences of the patios or balconies.

25. No commercial or business purpose shall be conducted or solicited in any Unit.

26. No Unit Owner may install or permit to be installed any window air-conditioning unit in his Unit or in the Common Elements.

27. No Unit Owner may schedule the moving of furniture or furnishings into or out of the Condominium unless the move has been scheduled with Developer or the Management Company, as the case may be, in order to assure availability of parking and access.

28. No Unit Owner shall attach any film or sun-reflective device or matter to the glass windows and glass doors of a Unit, except with the Board's prior written approval.

29. No plantings in a balcony or patio which can be observed over the horizontal or vertical planes of patio walls, fences and gates is permitted.

30. Those Unit Owners who violate these rules shall be responsible for all costs incurred by the Association, including court costs and a reasonable attorney's fee, in the process of rectifying the non-compliance. These costs shall also include the removal of all articles, vehicles and substances from the Condominium Property which were placed thereon in violation of these rules.

31. All Unit Owners shall comply with all covenants, rules and regulations in the Truman Annex Covenants.

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 '91 JAN 3 AM 10 56

FIRST AMENDMENT TO THE
 DECLARATION OF CONDOMINIUM OF
 HARBOUR PLACE, A CONDOMINIUM

1894 24.00

DANNY L. BOLHAGE
 CLK. CIR. CT.
 MONROE COUNTY, FLA.

THIS FIRST AMENDMENT TO DECLARATION, made by HARBOUR PLACE DEVELOPMENT, INC., a Florida corporation, ("Developer").

W I T N E S S E T H:

WHEREAS, Developer is the sole owner of all of that certain real property ("the Property") more particularly described in Exhibit A, annexed hereto; and

WHEREAS, the Declaration of Condominium of HARBOUR PLACE, A CONDOMINIUM, covering the Property, was executed on the 11th day of April, 1990, and recorded on the 25th day of April, 1990, in Official Records Book 1129 at Page 0412 of the Public Records of Monroe County, Florida, ("the Declaration") wherein and whereby Phase I of the Condominium was submitted to condominium form of ownership; and

WHEREAS, the construction of Phase I which was initially submitted to condominium form of ownership by the Declaration was not substantially complete in accordance with Article V of the Declaration upon the substantial completion of the improvements to be contained within each phase, an amendment to the Declaration would be filed and would contain a certificate prepared by a Florida registered land surveyor required by Section 718.104(4)(3), Florida Statutes; and

WHEREAS, the construction of Units 104, 105, 106, 112, 114, 116, 201, 202, 205, 210, 213, 218, 304, 307, 308, 309, 313, 314, 317, 318, 319 and 320 of the condominium have been substantially completed and the surveying firm of Task Surveyors, Inc., has completed Exhibit "B" to this Amendment, which is annexed hereto and made a part hereof, which relates to the condominium and consists of the legal description, certification and plot plan for said phase and a typical floor plan pertaining to said units contained therein, in statutory compliance with Section 718.104(4)(3), Florida Statutes.

NOW, THEREFORE, the Developer, in consideration of the premises does hereby amend the Declaration in accordance with the authority reserved by the Developer in said Declaration as provided in the appropriate sections of Chapter 718, Florida Statutes, as follows:

1. The above and foregoing premises are incorporated herein by reference.
2. Exhibit "B" to this Amendment, annexed hereto and made a part hereof, contains a legal description plot plan and certification for said condominium, and a floor plan relating to each unit contained therein. Units 104, 105, 106, 112, 114, 116, 201, 202, 205, 210, 213, 218, 304, 307, 308, 309, 313, 314, 317, 318, 319 and 320 have been substantially completed so that the survey exhibit, together with the provisions of the Declaration describing the condominium property is an accurate representation of the location and dimensions of the improvements, and the identification, location and dimensions of the common elements and of each unit can be determined from said materials.
3. The subscription hereof by the President and the Secretary of the Developer, and in accordance with requirements of the Declaration, shall constitute the Developer's execution of the same as if this Amendment, together with Exhibit "A" and "B", were incorporated and then filed with the Declaration in the first instance.

4. This Amendment, when filed for record in the Public Records of Monroe County, Florida, shall be incorporated by reference and made a part of the Declaration with like effect and to the same extent as if the matters set forth herein and set forth in Exhibit "A" and "B", attached hereto, had originally constituted a part of the Declaration.

IN WITNESS WHEREOF, the Developer, by its respective officers, has executed this First Amendment to the Declaration of Condominium of Harbour Place, a Condominium, this _____ day of _____, 1990, and caused its seal to be affixed thereto.

Signed, sealed and delivered in the presence of:

HARBOUR PLACE DEVELOPMENT, INC., a Florida corporation

Witness

[Signature]
by: vice, President

Witness

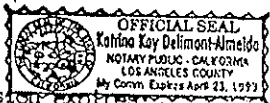
ATTEST;
[Signature]
by: _____, Secretary

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES)

BEFORE ME, the undersigned authority, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared ~~KENNETH~~ KENNETH D. REED and RONALD M. GRIFFITH, as VICE President and _____ Secretary, respectively, of HARBOUR PLACE DEVELOPMENT, INC., a Florida corporation, to me well known to be the individuals who executed the foregoing instrument, and they acknowledged before me that they did execute same, freely and voluntarily, under authority duly vested in them by said corporation, and that the seal affixed to said instrument is the true corporate seal of said corporation.

WITNESS my hand and official seal this 20th day of ~~DECEMBER~~ December, 1990.

(SEAL)



My Commission Expires:

[Signature]
Notary Public, State of California

April 23, 1993



RECORDS PLACED ON FILE
PAGE 1
LEGAL DESCRIPTION

7/1/88

Revised 7/28/88, Rev. 1/25/88

Corrected 9/16/88, Rev. 11/22/88

Revised 10/22/88

A parcel of land on the Island of Key West, Monroe County, Florida, being portions of Lots 2 and 3, Block 28, Lot 4, Block 17 (unnumbered) Caroline Street, Eaton Street, and filled submerged lands as shown on the unrecorded "Map of the Town of Key West together with the Island as surveyed and delineated February 1829 by M.A. Whitbread" and being more particularly described as follows:

Commence at the intersection of the Southwesterly right of way line of Whitbread Street and the Southeastly right of way line of Greene Street; said point marked by an aluminum disc stamped P928; thence run along the Southeastly right of way line of Whitbread Street; S 34°04'40"E - 426.57 feet to a point of intersection with the centerline of Caroline Street; thence along the centerline of Caroline Street S 95°51'43" W - 283.47 feet to a point of intersection with the centerline of Front Street; thence run along the centerline of Front Street S 1°56'59" E - 29.60 feet; thence run S 88°07'24" W - 25.00 feet to a point on the Westerly right of way line of Front Street and a corner of the "Little Whitehouse Property", said point also being the POINT OF BEGINNING of the following described parcel of land; thence along the Northerly, Northwesterly, Westerly, Southwesterly and Southerly boundary of the "Little Whitehouse Property", the following seven (7) courses:

- 1). S 88°07'26" W - 126.42 feet
- 2). S 47°56'08" W - 46.40 feet
- 3). S 1°53'02" E - 164.35 feet to a point of curvature with a circular curve concave to the Northeast having for its elements a central angle of 90°13'43" and a radius of 15.19 feet; thence run:
- 4). along the arc of said curve 23.92 feet to a point of tangency;
- 5). N 87°53'15" E - 18.54 feet
- 6). S 1°52'46" E - 14.56 feet
- 7). N 88°14'46" E - 24.45 feet; thence leaving said boundary run

S 1°42'41" E - 6.50 feet; thence N 88°17'19" E - 18.00 feet; thence S 1°42'41" E - 46.00 feet; thence S 88°17'19" W - 18.00 feet; thence S 1°42'41" E - 10.76 feet; thence S 88°17'19" W - 20.00 feet; thence S 34°17'19" W - 64.66 feet; thence S 1°42'41" E - 85.00 feet; thence S 18°40'30" E - 222.19 feet; thence run S 33°56'45" E - 5.00 feet to a point of intersection with a line lying 20.00 feet, as measured at right angles, Northwesterly of, and parallel with the centerline of Eaton Street; thence along the last described line N 56°03'15" E - 112.44 feet to a point on the Westerly right of way line of Front Street, thence along said right of way line S 1°56'59" E - 23.56 feet to a point of intersection with the centerline of Eaton Street; thence along said centerline S 54°03'15" W - 219.42 feet to a point on the boundary of the Key West Naval Air Station Property; thence run along said boundary N 19°55'07" W - 451.93 feet; thence run S 88°11'56" W - 20.02 feet to a point on the face of a bulkhead known as the "Commodore's Slip", thence along the face of said bulkhead cap the following two courses:

- 1). N 1°52'58" W - 47.95 feet
- 2). S 88°04'02" W - 17.65 feet to a point on a line 30.00 feet, landward of, as measured at right angles, and parallel with the outermost face of a bulkhead cap, thence run along said line N 1°53'20" W - 246.45 feet; thence run N 88°07'26" E - 362.85 feet; to a point on the aforementioned Westerly right of way line of Front Street; thence along said right of way line S 1°56'59" E - 20.00 feet to the POINT OF BEGINNING, containing 2.7679 acres, more or less. All the above described land lying in Section 6, Township 58 South, Range 25 East, Monroe County, Florida. Subject to a portion of a 20.00 foot wide, fuel line easement recorded in Official Record Book 1005 at Page 0098 of the Public Records of Monroe County, Florida, and being more particularly described as follows:

Commence at the previously described POINT OF BEGINNING; thence N 1°56'59" W - 20.00 feet; thence S 88°07'26" W - 345.53 feet to a point on the Easterly boundary line of the herein described easement, said point also being the POINT OF BEGINNING of the following described parcel of land; thence continue S 88°07'26" W - 17.38 feet to a point of intersection with a line 30.00 foot landward of, as measured at right angles, and parallel with the outermost face of a bulkhead cap; thence run along said line S 1°53'20" E - 222.07 feet; thence S 46°52'00" E - 49.97 feet; thence S 1°52'00" E - 26.01 feet; to a point of intersection with the boundary of the Key West Naval Air Station Property; thence along said boundary line N 88°11'56" E - 2.36 feet, thence continue along said boundary S 19°55'07" E - 56.93 feet; thence N 1°52'00" W - 98.42 feet; thence N 46°52'00" W - 53.84 feet; thence N 1°52'00" W - 211.03 feet to the POINT OF BEGINNING, containing 0.1292 acres, more or less.

Also subject to a portion of a 20.00 foot wide electrical and communication line easement as recorded in Official Record Book 1005 at Page 0113 and 0114 of the Public Records of Monroe County, Florida and being more particularly described as follows:

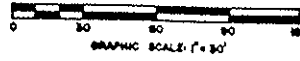
Commence at the centerline intersection of Caroline and Front Streets; thence run along the centerline of Front Street S 1°56'59" E - 800.57 feet; to a point of intersection with the centerline of Eaton Street; thence along the centerline of Eaton Street S 56°03'15" W - 29.46 feet to a point of intersection with the Westerly right of way line of Front Street; said point also being the POINT OF BEGINNING of the following described easement; thence continue along said centerline of Eaton Street S 56°03'15" W - 219.42 feet to a point on the boundary line of the U.S. Naval Property; thence along said boundary N 19°55'07" W - 20.61 feet to a point on a line lying 20.00 feet, as measured at right angles, Northwesterly of and parallel to the centerline of Eaton Street; thence leaving said boundary line run along said line, lying 20.00 feet Northwesterly of, as measured at right angles, and parallel with the centerline of Eaton Street N 54°03'15" E - 225.92 feet to a point of intersection with the aforementioned Westerly right of way line of Front Street; thence along said right of way line S 1°56'59" E - 23.56 feet to the POINT OF BEGINNING. Containing 0.1825 acres, more or less.

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HARBOUR PLACE CONDOMINIUM EXHIBIT-B

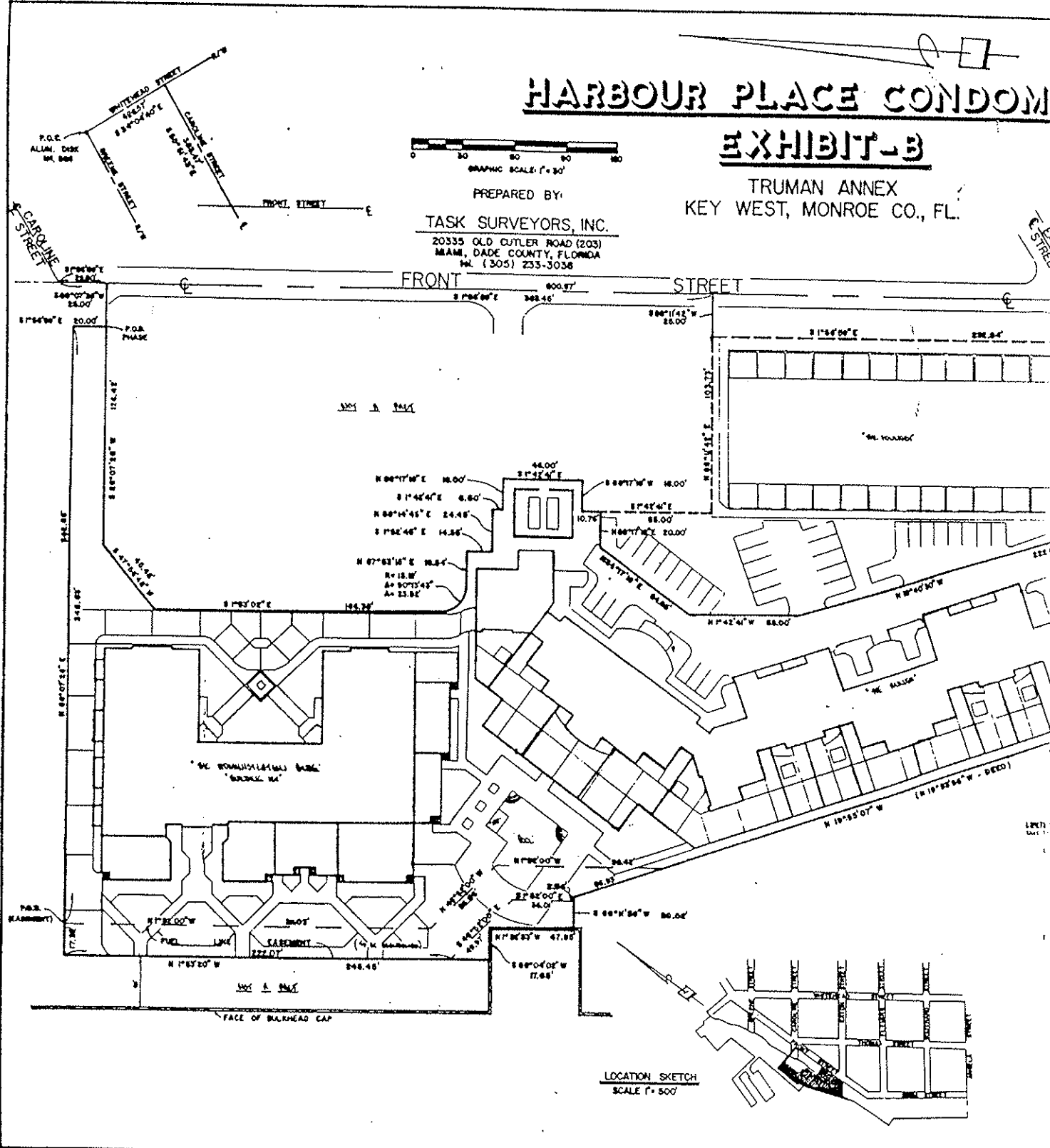
TRUMAN ANNEX
KEY WEST, MONROE CO., FL.



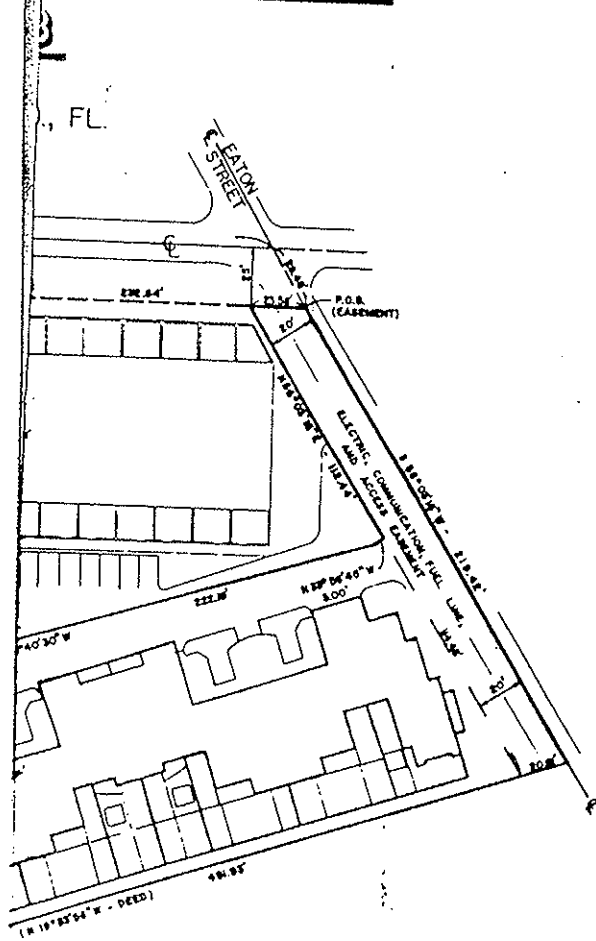
PREPARED BY:

TASK SURVEYORS, INC.

20335 OLD CUTLER ROAD (203)
MIAMI, DADE COUNTY, FLORIDA
TEL. (305) 233-3038



CONDOMINIUM



HARBOUR PLACE CONDO
 [P.L.]
 LEGAL DESCRIPTION

7/1/98
 Revised 7/26/98, Rev. 1/25/99
 Corrected 9/24/99, Rev. 11/26/99
 Revised 04/28/00

A parcel of land on the island of Key West, Monroe County, Florida, being portions of Lots 2 and 3, Block 20, Lot 4, Block 17 (Commonwealth) Caroline Street, Eaton Street, and 11000 submerged lands as shown on the unrecorded 'Map of the Town of Key West' together with the island as surveyed and delineated February 1829 by U.S. 'Whitehead' and being more particularly described as follows:

Commence at the intersection of the southerly right of way line of Whitehead Street and the southerly right of way line of Green Street; said point marked by an aluminum pipe stamped 'P20'; thence run along the southerly right of way line of Whitehead Street; 52'00" to a point of intersection with the centerline of Caroline Street; thence along the centerline of Caroline Street; 205.27 feet to a point of intersection with the centerline of Front Street; thence run along the centerline of Front Street; 17'54"19" E - 79.40 feet; thence run S 00°07'24" W - 29.00 feet to a point on the westerly right of way line of Front Street and a corner of the 'Little Whitehouse Property'; said point also being the POINT OF BEGINNING of the following described parcel of land; thence along the northerly, northwesterly, westerly, southerly and easterly boundary of the 'Little Whitehouse Property'; the following curve (1) courses:

- 1) S 00°07'24" W - 120.42 feet
- 2) S 07°07'00" E - 49.00 feet
- 3) S 71°02'00" E - 140.70 feet to a point of curvature with a circular curve concave to the Northwest having for its elements a central angle of 90°17'42" and a radius of 11.11 feet; thence run:
- 4) along the arc of said curve 23.92 feet to a point of tangency;
- 5) S 07°02'15" E - 14.54 feet
- 6) S 17°02'40" E - 14.50 feet
- 7) S 00°07'45" E - 24.00 feet; thence leaving said boundary line S 00°17'19" W - 10.00 feet; thence S 00°17'19" E - 46.00 feet; thence S 00°17'19" W - 10.00 feet; thence S 17°02'15" E - 10.70 feet; thence S 00°17'19" W - 20.00 feet; thence S 17°02'15" E - 44.00 feet; thence S 17°02'15" E - 66.00 feet; thence with a line 17'00" long, 00 measured at right angles, northerly of, and parallel with the centerline of Eaton Street; thence along the east description line S 04°03'11" E - 112.44 feet to a point on the westerly right of way line of Front Street; thence along said right of way thence along said centerline S 04°03'11" E - 219.42 feet to a point on the boundary of the Key West Naval Air Station Property; thence run along said boundary S 19°55'00" E - 461.81 feet; thence run S 00°11'54" W - 30.02 feet to a point on the face of a railroad known as the 'Commonwealth Strip'; thence along the face of said railroad the following ten courses:
- 8) S 07°04'40" W - 17.00 feet to a point on a line 30.00 feet long; thence run along said line S 71°02'00" E - 246.44 feet; thence run S 00°07'24" E - 302.00 feet; to a point on the aforementioned westerly right of way line of Front Street; thence along said right of way line S 17°02'15" E - 30.00 feet to the POINT OF BEGINNING, containing 2.7673 acres, more or less. All the above described land lying in Section 4, Township 48 South, Range 25 West, Monroe County, Florida. Subject to a portion of a 1.00 acre tract, Full Title amount Florida, and being more particularly described as follows:

Commence at the northerly described POINT OF BEGINNING; thence S 17°02'00" E - 30.00 feet; thence S 00°07'24" W - 305.52 feet to a point on the easterly boundary line of the heretofore described parcel; said point also being the POINT OF BEGINNING of the following described parcel of land; thence thence S 00°07'24" W - 17.00 feet to a point of intersection with a line 30.00 feet long; thence run along said line S 71°02'00" E - 222.87 feet; thence S 00°07'24" E - 40.37 feet; thence S 17°02'00" E - 36.03 feet to a point of intersection with the boundary of the Key West Naval Air Station Property; thence along said boundary line S 00°11'54" W - 2.20 feet; thence thence along said boundary S 19°55'00" E - 16.92 feet; thence S 17°02'00" E - 60.42 feet; thence S 00°07'24" W - 33.00 feet; thence S 17°02'00" E - 211.82 feet to the POINT OF BEGINNING, containing 0.1262 acres, more or less.

Also subject to a portion of a 20.00 acre tract with electrical and communication line easement as reserved in Official Record Book 5006 at Page 0112 and 0114 of the Public Records of Monroe County, Florida and being more particularly described as follows:

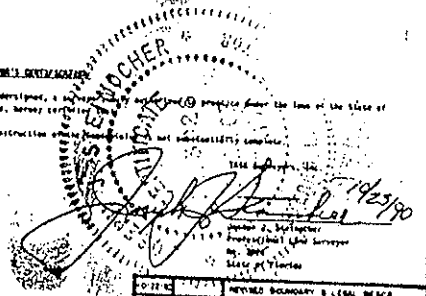
Commence at the northerly intersection of Caroline and Front Streets; thence run along the centerline of Front Street; 17'54"19" E - 500.57 feet to a point of intersection with the centerline of Eaton Street; thence along the centerline of Eaton Street; 50'00" E - 21.00 feet to a point of intersection with the westerly right of way line of Front Street; said point also being the POINT OF BEGINNING of the following described easement; thence thence along said centerline of Eaton Street; 17'54"19" E - 219.42 feet to a point on the boundary line of the Key West Naval Air Station Property; thence along said boundary line S 04°03'11" E - 20.41 feet to a point on a line of 17'00" long, 00 measured at right angles, northerly of, and parallel with the centerline of Eaton Street; thence along said line; 17'00" long, 00 measured at right angles, northerly of, and parallel with the centerline of Eaton Street; 50'00" E - 222.87 feet to a point of intersection with the centerline of Eaton Street; 17'54"19" E - 112.44 feet to a point on the westerly right of way line of Front Street; thence along said right of way line S 17°02'15" E - 22.50 feet to the POINT OF BEGINNING, containing 0.1262 acres, more or less.

NOTES BY SURVEYOR
 1. **WALLS:** Each unit shall include the part of the building constituting the unit and the walls of the unit, which boundaries are as follows:

1. **UPPER AND LOWER BOUNDARIES:** The upper and lower boundaries of the unit shall be the following boundaries obtained at an intersection with the horizontal boundaries:
 - A). **UPPER BOUNDARIES:** - The horizontal plane established by the lowest point of the unfinished ceiling.
 - B). **LOWER BOUNDARIES:** - The horizontal plane established by the highest point of the unfinished floor.
2. **EXTERIOR BOUNDARIES:** The horizontal boundaries of the unit shall be the vertical planes established by the unfinished exterior of the walls, doors and windows bounding the unit adjoining to the intersections with each other and with the upper and lower boundaries.

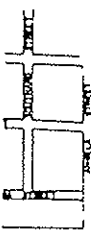
SURVEYOR'S CERTIFICATE

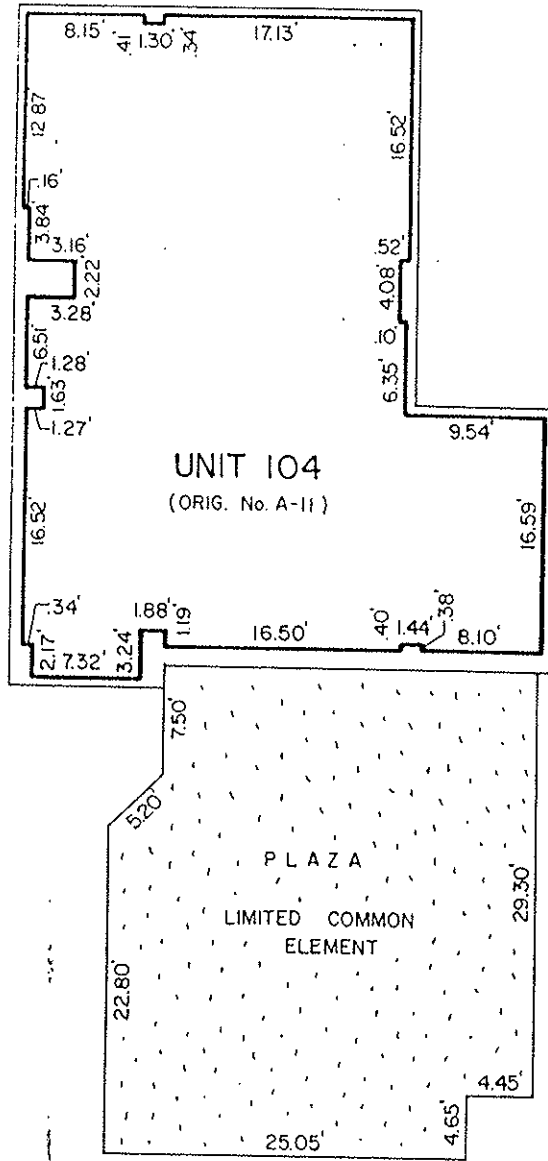
The undersigned, a duly licensed and qualified professional engineer under the laws of the State of Florida, hereby certifies that the foregoing is a true and correct copy of the original survey and that the construction of the same is not substantially complete.



4-22-98	REVISED BOUNDARY & LEGAL DESC
4-29-98	RE-FILED CORRECTION
5-25-98	REVISED BOUNDARY & LEGAL DESC
5-26-98	REVISED EASEMENT & DISTANCE & P.O.B.
6-1-98	REVISED 'E' IN 'W' NOTATION
6-1-98	ADDED PHOTO'S BUILDING & PARAPET
DATE PRINTED	11/2/00

HARBOUR PLACE CONDOMINIUM	
TRUMAN ANNEX, KEY WEST	
MONROE COUNTY, FLORIDA	
TASK SURVEYORS, INC.	
CONSULTING ENGINEERS AND SURVEYORS	
3800 S.W. 95th AVE	MIAMI, FLORIDA 33155
3057 S.W. 8th St	MIAMI, FLORIDA 33135
DATE 07-10-98	BY [Signature]
BY [Signature]	DATE 07-10-98





PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +20.19'
LOWER BOUNDARY = ELEV. +10.36'

ELEVATIONS REFER TO NATIONAL
GEODETIC VERTICAL DATUM, 1929.

CERTIFICATE OF SURVEYOR

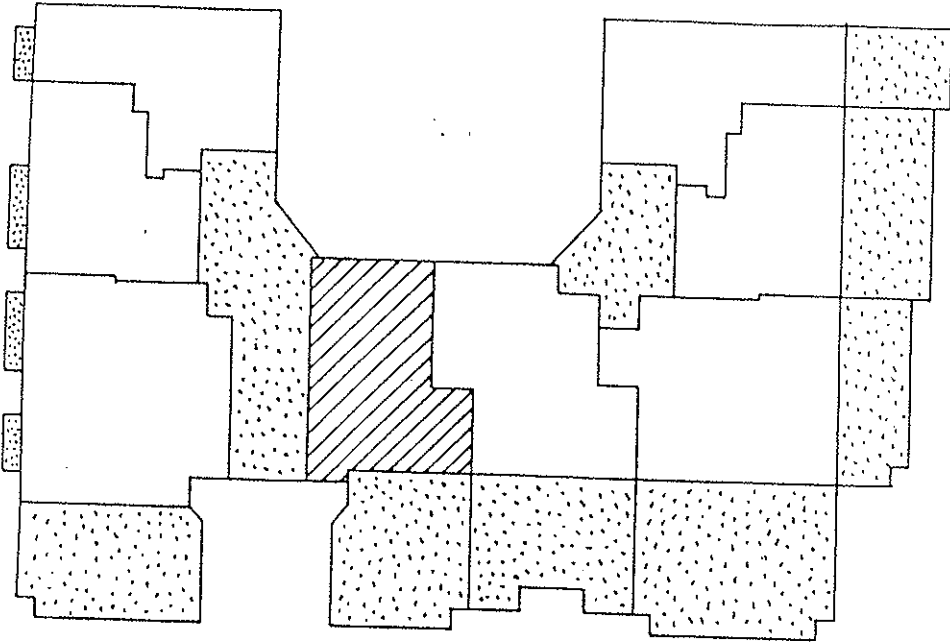
UNIT NO. 104 (ORIG. A-11), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PL

The undersigned, being a Registered Land Surveyor authorized to practice in the State of Florida, states as follows:

That all planned improvements, including, but not limited to, and access to the unit, and common element facilities serving the unit located have been substantially completed.

(Signature)
Joseph V. Seyer
Professional Land Surveyor
State of Florida

668830
SET 155 FIG 2018



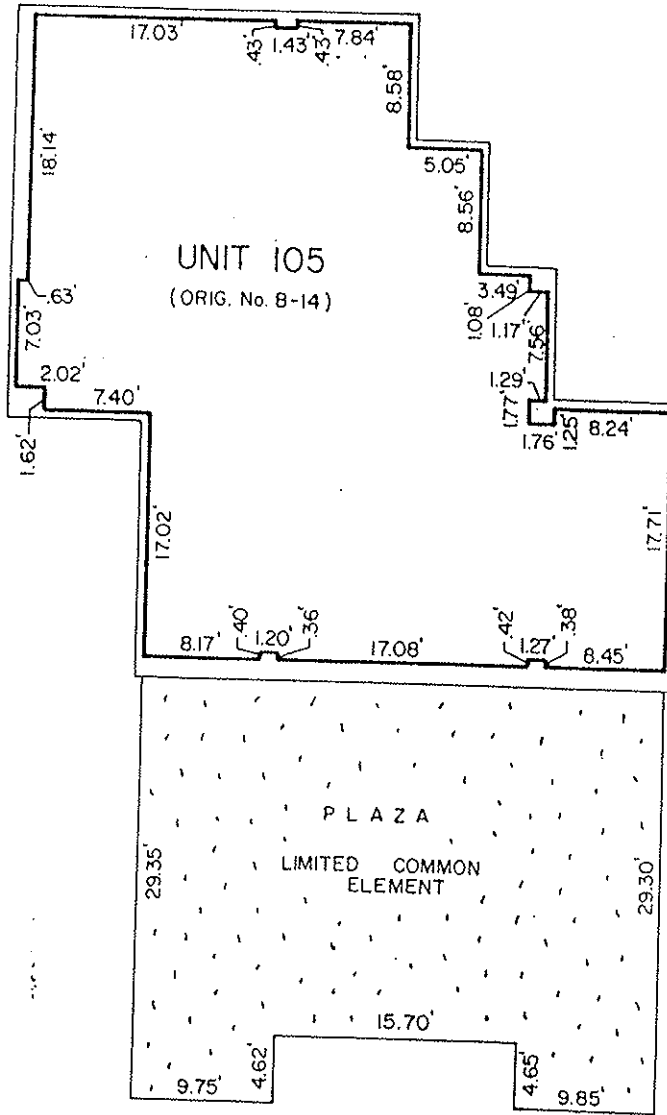
"HARBOUR PLACE CONDOMINIUM"
FIRST FLOOR
(N.T.S.)

BOUNDARY

LEGAL DESCRIPTION
Harbour Place Condominium, AKA
Harbour Place, A Condominium
Unit No. 104(Orig. A-II)
Truman Annex, Key West,
Monroe County, Florida

CERTIFICATE OF SURVEYOR
CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM
Surveyor authorized to perform land surveys in the State of Florida, but not limited to, landscaping, utility devices, and facilities serving the building in which the units are located.
Joseph J. Szeinoc
Joseph J. Szeinoc
Professional Engineer No. 40792
Professional Land Surveyor No. 3026
State of Florida

DATE	FB/PG	REVISIONS
UNIT No. 104 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS 20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE: 5-9-90	F.B. —	DRWN. BY: GAS
JOB NO: 3012.104	P.G. —	CHKD. BY: JJS



PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +20.11'
 LOWER BOUNDARY = ELEV. +10.36'
 ELEVATIONS REFER TO NATIONAL
 GEODETIC VERTICAL DATUM, 1929.

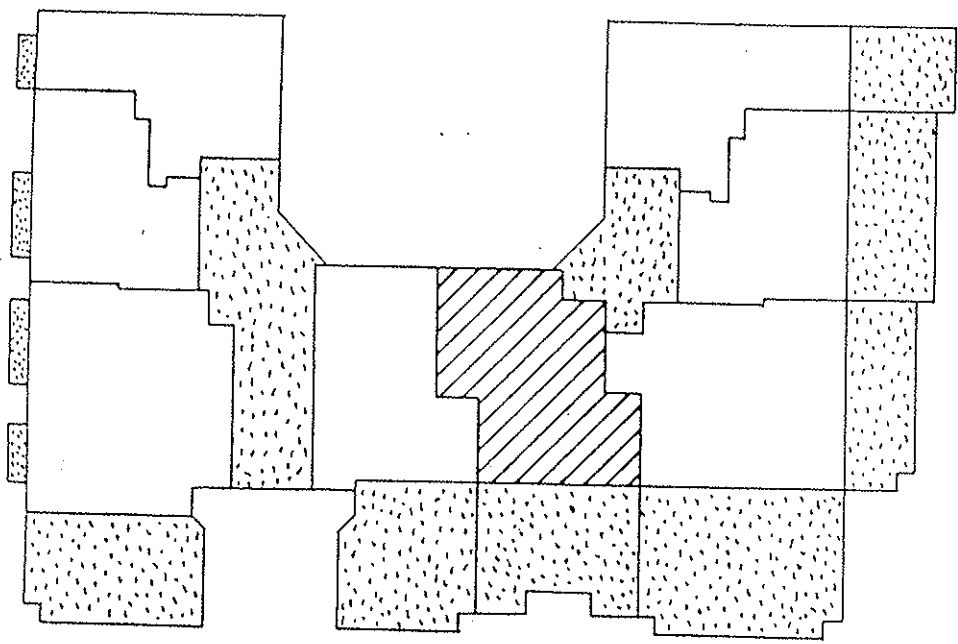
CERTIFICATE OF SURVEYOR

UNIT NO. 105 (ORIG. B-14), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PLACE

The undersigned, being a Registered Land Surveyor authorized to practice in the State of Florida, states as follows:
 That all planned improvements, including, but not limited to, the construction of the unit and access to the unit, and common element facilities serving the unit, located have been substantially completed.

Joseph J. [Signature]
 Joseph J. [Name]
 Professional
 Professional
 State of Florida

668830
 OFF 155 FIG 2020



"HARBOUR PLACE CONDOMINIUM"
 FIRST FLOOR
 (N.T.S.)

ORIGINAL BOUNDARY
 SCALE: 1" = 10'

LEGAL DESCRIPTION

Harbour Place Condominium, AKA
 Harbour Place, A Condominium
 Unit No. 105 (Orig. B-14)
 Truman Annex, Key West,
 Monroe County, Florida

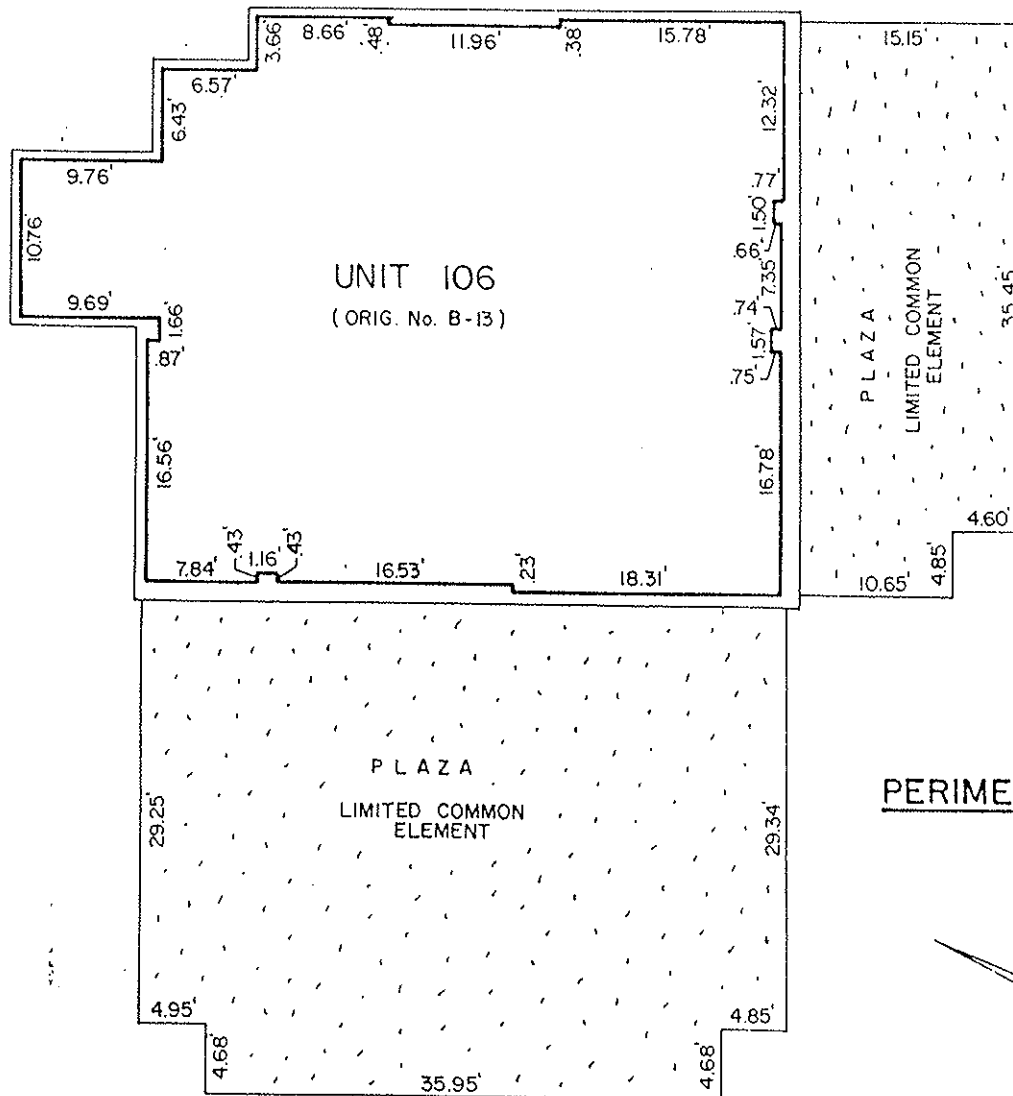
CERTIFICATE OF SURVEYOR

CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

Surveyor authorized to perform land surveys in the State of Florida, but not limited to landscaping utility services at facilities serving the building in which the unit is located.

Joseph J. Steinacher 5/11/90
 Joseph J. Steinacher
 Professional Engineer No. 10702
 Professional Land Surveyor No. 3026
 State of Florida

DATE	FB/PG	REVISIONS
UNIT No. 105 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS		
20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE 5-9-90	F.B. —	DRWN. BY: GAS
JOB NO: 3012.105	P.G. —	CHKD. BY: J.J.S.



PERIMETRICAL BOUNDARIES
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +20.07'
LOWER BOUNDARY = ELEV. +10.33'

ELEVATIONS REFER TO NATIONAL
GEODETTIC VERTICAL DATUM, 1929.

CERTIFICATE OF SURVEYOR

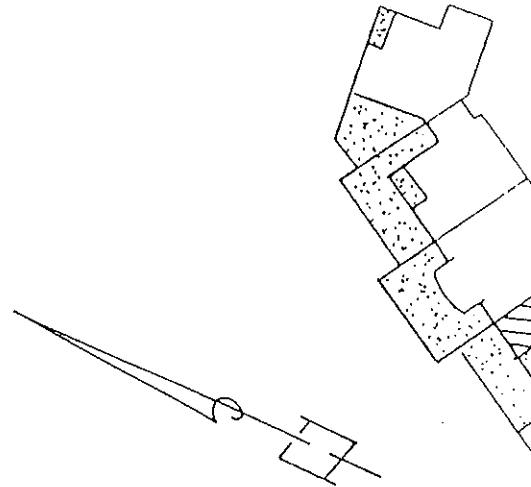
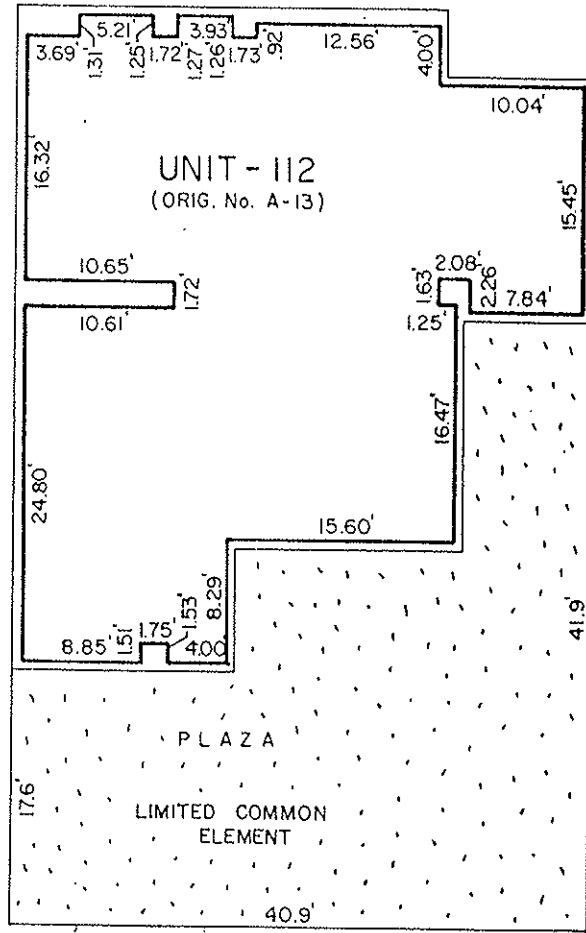
UNIT NO. 106 (ORIG. B-13), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PLACE

The undersigned, being a Registered Land Surveyor authorized to practice in the State of Florida, states as follows:

That all planned improvements, including, but not limited to, the construction of the unit and access to the unit, and common element facilities serving the unit, located have been substantially completed.

Joseph J. Sletten
Joseph J. Sletten
Professional Land Surveyor
State of Florida

668830 RECEIVED 155 MAR 2023



PERIMETRICAL BOUNDARY
 SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +26.96'
 LOWER BOUNDARY = ELEV. +18.57'

ELEVATIONS REFER TO NATIONAL
 GEODETIC VERTICAL DATUM, 1929.

CERTIFICATE OF SURVEYOR

UNIT NO. 112 (ORIG. A-13), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR

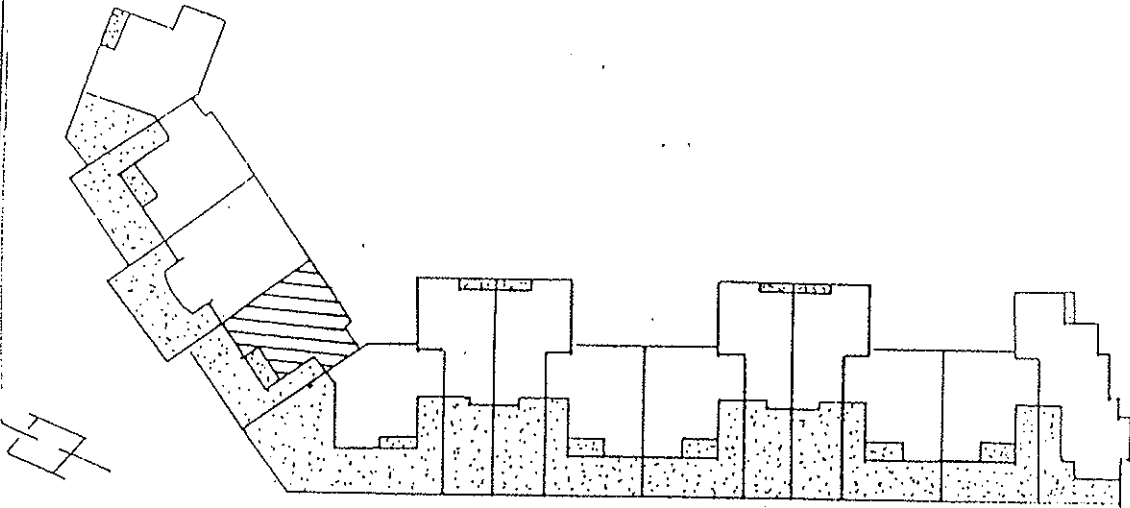
The undersigned, being a Registered Land Surveyor authorized to practice in the State of Florida, states as follows:

That all planned improvements, including, but not limited to, the construction of the unit and access to the unit, and common element facilities serving the unit, located have been substantially completed.

Joseph J. ...
 Joseph J. ...
 Professional
 Professional
 State of Florida

668830

REC'D 155 MAR 2024



" HARBOUR PLACE CONDOMINIUM "

FIRST FLOOR
(N.T.S.)

BOUNDARY

= 10'

LEGAL DESCRIPTION

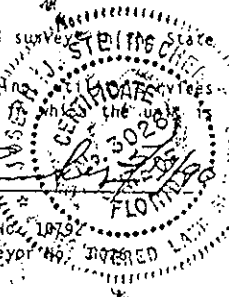
Harbour Place Condominium, AKA
Harbour Place, A Condominium
Unit No. 112 (Orig. A-13)
Truman Annex, Key West,
Monroe County, Florida

CERTIFICATE OF SURVEYOR

CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

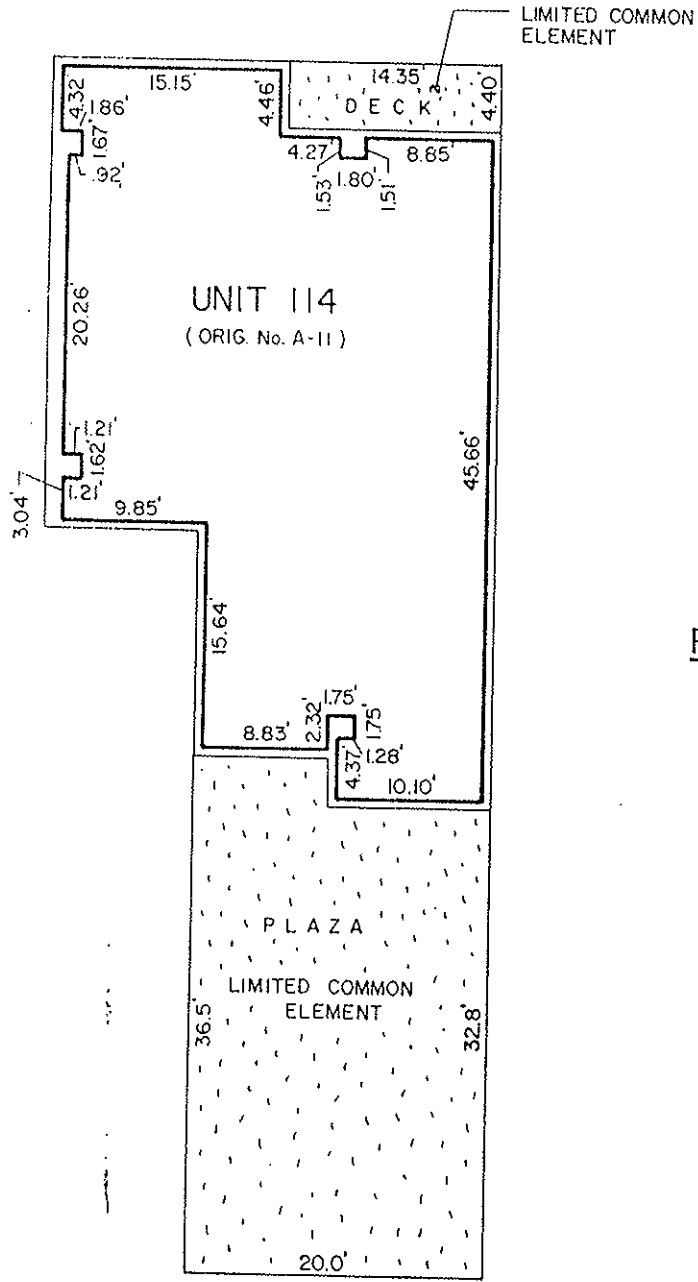
Surveyor authorized to perform land surveying, including, but not limited to, landscaping and maintenance facilities serving the building.

Joseph J. Steinocher
 Joseph J. Steinocher
 Professional Engineer No. 10792
 Professional Land Surveyor No. 30281
 State of Florida



DATE	FB/PG	REVISIONS
UNIT No. 112 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS 20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE 5-16-90	F.B. —	DRWN. BY: GAS
JOB NO: 3012.112	P.G. —	CHKD. BY: J.J.S.

668830 REC 155 FEB 2025



PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +26.94'
 LOWER BOUNDARY = ELEV. +18.57'
 ELEVATIONS REFER TO NATIONAL
 GEODETIC VERTICAL DATUM, 1929.

CERTIFICATE OF SURVEYOR

UNIT NO. 114 (ORIG. A-11), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PLACE

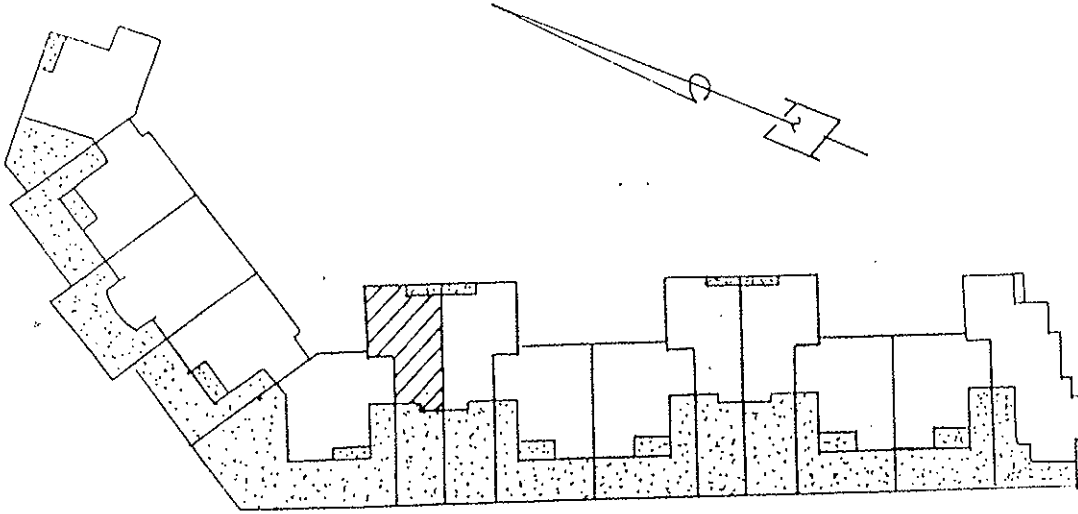
The undersigned, being a Registered Land Surveyor authorized to perform surveys in the State of Florida, states as follows:

That all planned improvements, including, but not limited to, the construction of the unit, and common element facilities serving the unit, and access to the unit, and common element facilities serving the unit, located have been substantially completed.

Joseph J. Steggo
 Joseph J. Steggo
 Professional Engineer
 Professional Land Surveyor
 State of Florida

668830

REF 155 FIG 2026



" HARBOUR PLACE CONDOMINIUM "
 FIRST FLOOR
 (N.T.S.)

BOUNDARY

LEGAL DESCRIPTION

Harbour Place Condominium, AKA
 Harbour Place, A Condominium
 Unit No. 114 (Orig. A-11)
 Truman Annex, Key West,
 Monroe County, Florida

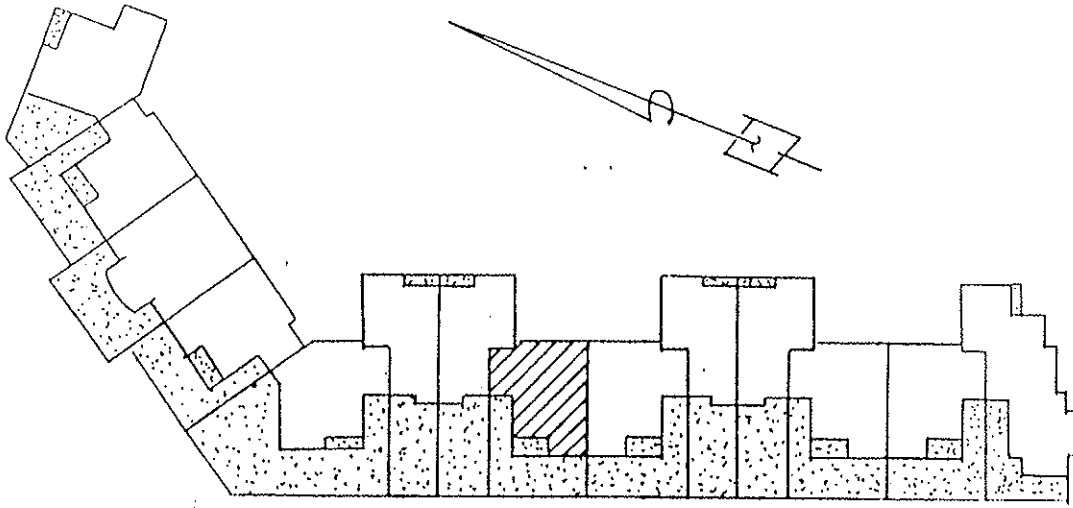
CERTIFICATE OF SURVEYOR

CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

Surveyor authorized to perform land surveys in the State of Florida, but not limited to, cadastral, utility services and facilitating serving the building in which the unit is located.

Joseph J. Steinhilber 5/11/90
 Joseph J. Steinhilber
 Professional Engineer No. 10792
 Professional Land Surveyor No. 3026
 State of Florida

DATE	FB/PG	REVISIONS
UNIT No. 114 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA.		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS 20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE: 5-8-90	F.B. —	DRWN. BY: GAS
JOB NO. 3012.114	P.G. —	CHKD. BY: JJS



"HARBOUR PLACE CONDOMINIUM"

FIRST FLOOR
(N.T.S.)

BOUNDARY

10'

LEGAL DESCRIPTION

Harbour Place Condominium, AKA
Harbour Place, A Condominium
Unit No. 116 (Orig. B-13)
Truman Annex, Key West,
Monroe County, Florida

CERTIFICATE OF SURVEYOR

CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

Surveyor authorized to perform land surveys in the State of Florida, but not limited to, laying out utility services and facilities serving the building in which the unit is located.

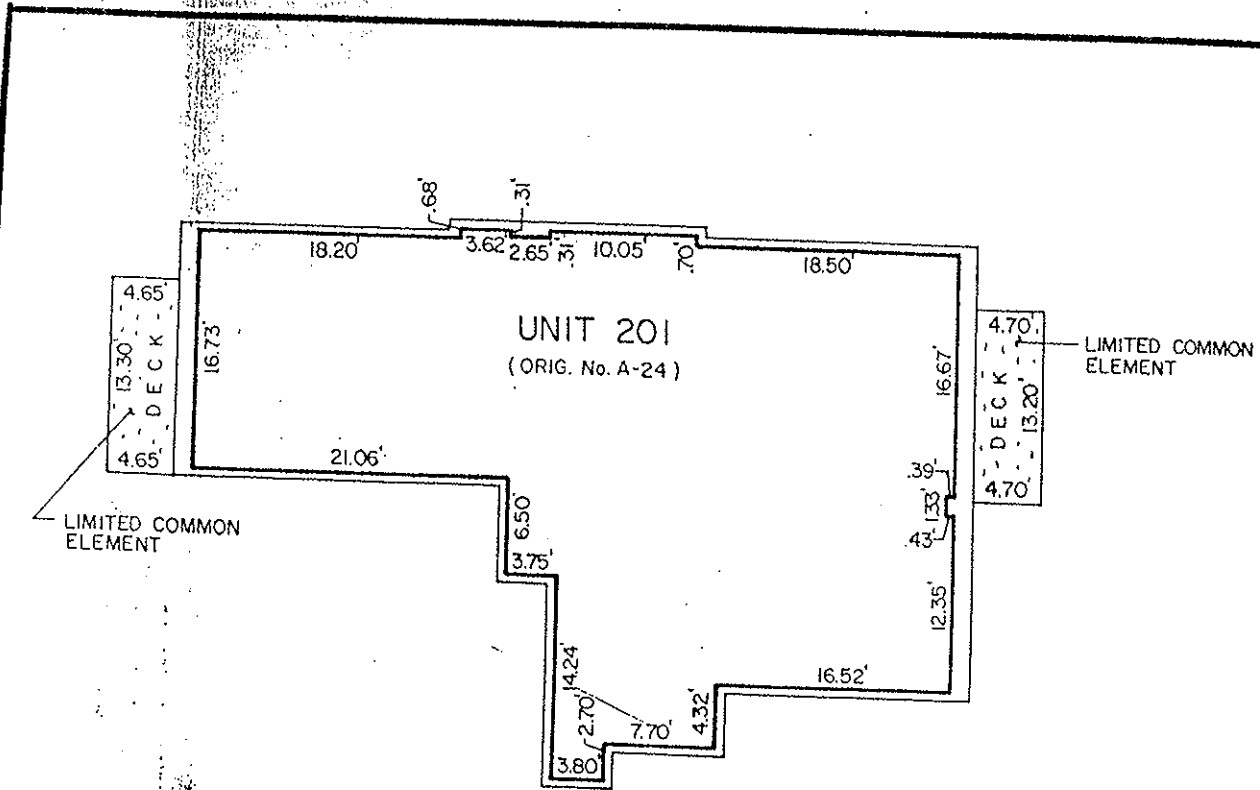
Joseph J. Steinhilber
Professional Engineer No. 10792
Professional Land Surveyor No. 3026
State of Florida

5/4/90

DATE	FB/PG	REVISIONS
UNIT No. 116 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS 20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE 5-3-90	F.B. —	DRWN. BY: GAS
JOB NO: 3012.116	P.G. —	CHKD. BY: J.J.S.

668830

REC 1155 PAGE 2028



PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +32.10'
LOWER BOUNDARY = ELEV. +22.32'

ELEVATIONS REFER TO NATIONAL
GEODETIC VERTICAL DATUM, 1929.

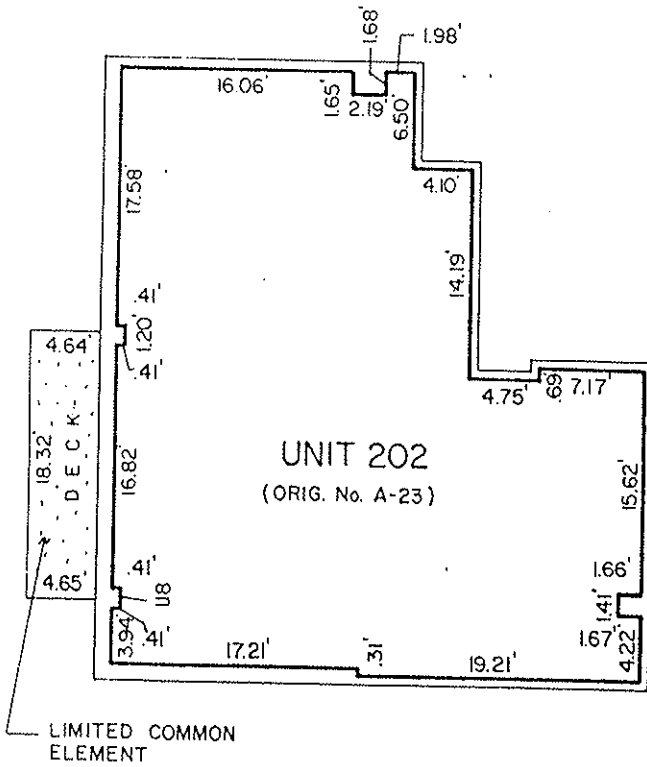
CERTIFICATE OF SURVEYOR

UNIT NO. 201 (ORIG. A-24), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PI

The undersigned, being a Registered Land Surveyor authorized to practice in the State of Florida, states as follows:

That all planned improvements, including, but not limited to, the installation of and access to the unit, and common element facilities serving the unit, located have been substantially completed.

Joseph J. ...
Joseph J. ...
Professional
Surveyor
State of Florida



PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +31.82'
LOWER BOUNDARY = ELEV. +22.32'

ELEVATIONS REFER TO NATIONAL
GEODETIC VERTICAL DATUM, 1929.

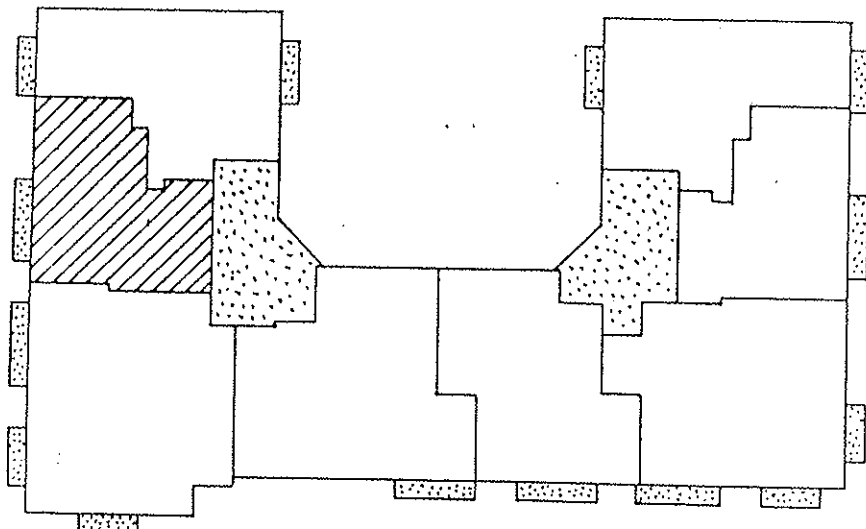
CERTIFICATE OF SURVEYOR

UNIT NO. 202 (ORIG. A-23), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PL

The undersigned, being a Registered Land Surveyor authorized to per
of Florida, states as follows:

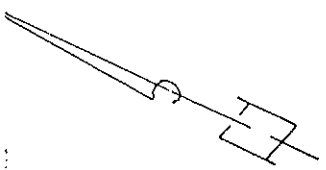
That all planned improvements, including, but not limited to,
and access to the unit, and common element facilities serving the
located have been substantially completed.

Joseph J. Sles
Joseph J. Sles
Professional
Professional
State of Flor



" HARBOUR PLACE CONDOMINIUM "
 SECOND FLOOR
 (N.T.S.)

668830
 SET 155 DATE 2032



LEGAL DESCRIPTION

Harbour Place Condominium, AKA
 Harbour Place, A Condominium
 Unit No.202(Orig.A-23)
 Truman Annex, Key West,
 Monroe County, Florida

CERTIFICATE OF SURVEYOR

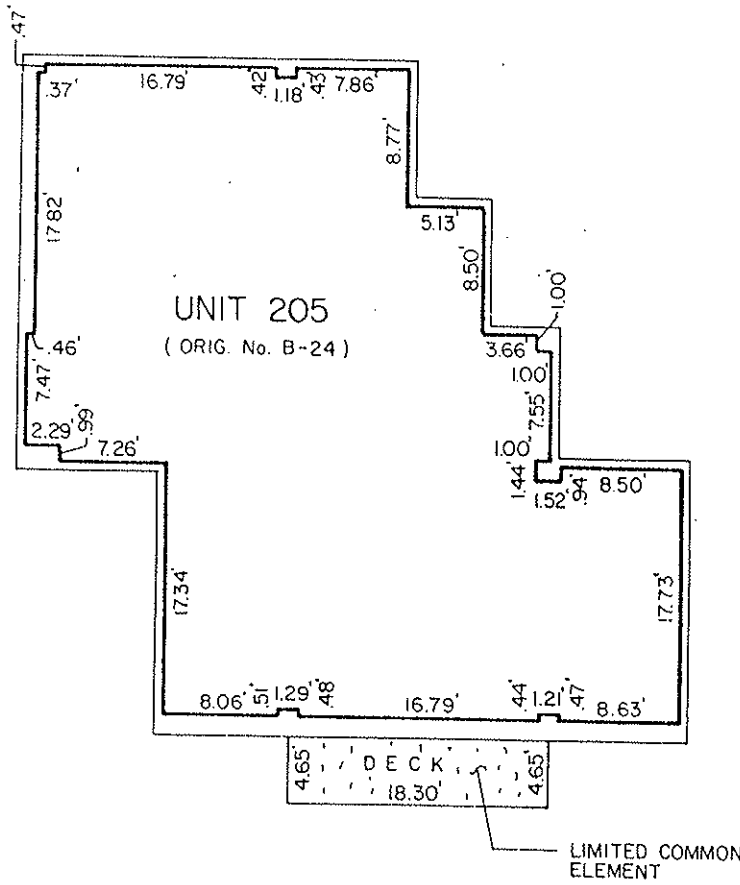
CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

Surveyor authorized to perform land surveying, including, but not limited to, landscaping, site plan, and facilities serving the building in which the unit is located.

Joseph J. Szeinócher
 Joseph J. Szeinócher
 Professional Engineer, No. 10792
 Professional Land Surveyor, No. 3026
 State of Florida



DATE	FB/PG	REVISIONS
UNIT No. 202 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS		
20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE 5-7-90	F.B. —	DRWN. BY: GAS
JOB NO: 3012.202	P.G. —	CHKD. BY: J.J.S.



PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +32.10'
LOWER BOUNDARY = ELEV. +22.35'

ELEVATIONS REFER TO NATIONAL
GEODETIC VERTICAL DATUM, 1929.

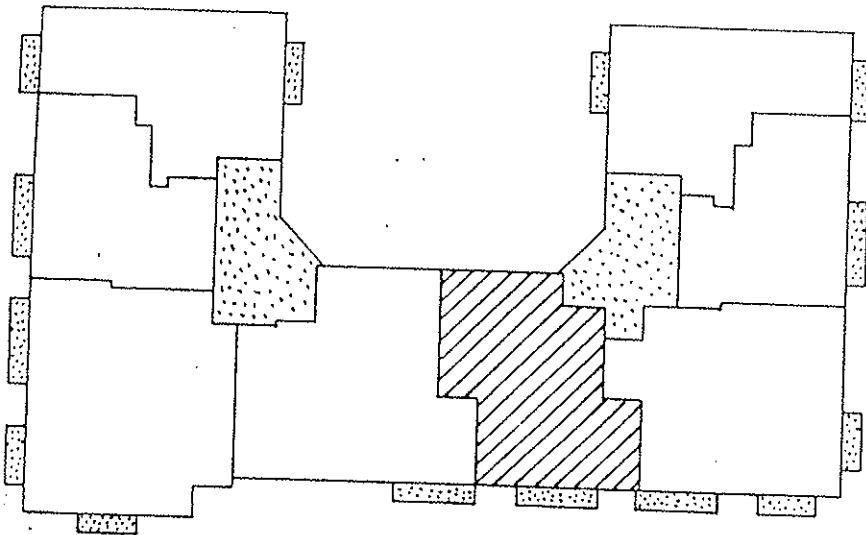
CERTIFICATE OF SURVEYOR

UNIT NO. 205 (ORIG. B-24), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR

The undersigned, being a Registered Land Surveyor authorized to practice in the State of Florida, states as follows:

That all planned improvements, including, but not limited to, the construction of the unit and access to the unit, and common element facilities serving the unit, located have been substantially completed.

Joseph J. S.
Joseph J. S.
Professional
Professional
State of Fl.



" HARBOUR PLACE CONDOMINIUM "
SECOND FLOOR
(N.T.S.)

668830
 REC 1155 PAR 2034

LEGAL DESCRIPTION

Harbour Place Condominium, AKA
 Harbour Place, A Condominium
 Unit No. 205 (Orig. B-24)
 Truman Annex, Key West,
 Monroe County, Florida

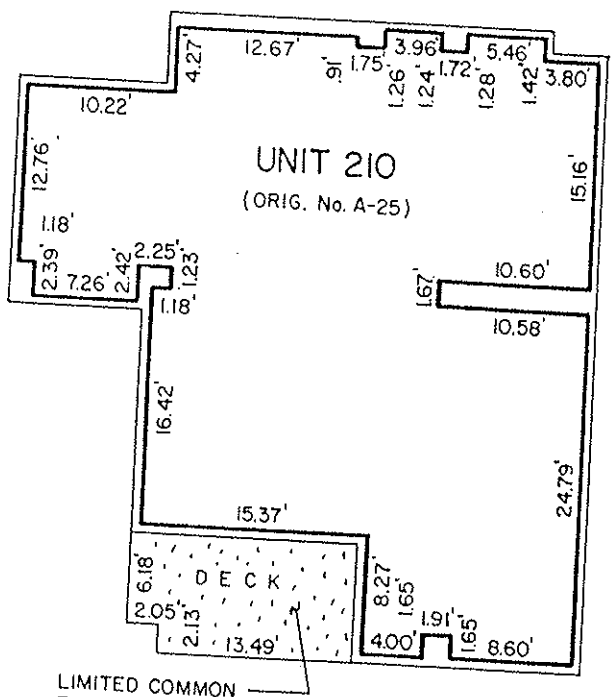
CERTIFICATE OF SURVEYOR

CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

Surveyor authorized to perform land surveying in the State of Florida, but not limited to, measuring, utility services and facilities serving the building in which the unit is located.

Joseph J. Steinocher
 Joseph J. Steinocher
 Professional Engineer No. 10702
 Professional Land Surveyor No. 3026
 State of Florida

DATE	FB/PG	REVISIONS
UNIT No. 205 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS 20335 OLD CUTLER ROAD (#203) MIAMI, FL. 33189 233-3038		
DATE: 5-11-90	F.B. —	DRWN. BY: GAS
JOB NO: 3012.205	P.G. —	CHKD. BY: J.J.S.



LIMITED COMMON ELEMENT

PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

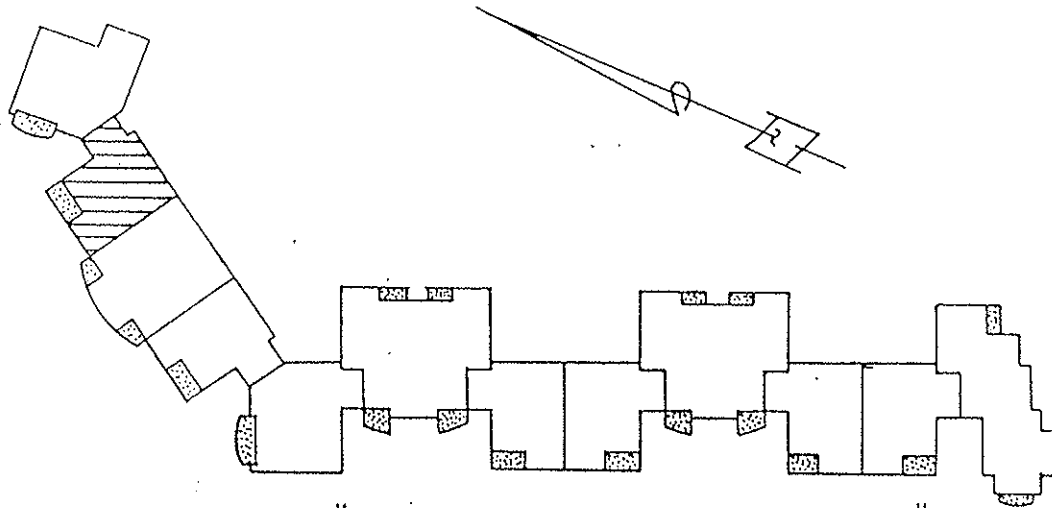
UPPER BOUNDARY = ELEV. +36.46'
LOWER BOUNDARY = ELEV. +28.07'
ELEVATIONS REFER TO NATIONAL
GEODETTIC VERTICAL DATUM, 1929.

CERTIFICATE OF SURVEYOR

UNIT NO. 210 (ORIG. A-25), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PLACE,

The undersigned, being a Registered Land Surveyor authorized to perform of Florida, states as follows:
That all planned improvements, including, but not limited to, and access to the unit, and common element facilities serving the unit located have been substantially completed.

Joseph D. Stepien
Joseph D. Stepien
Professional Engineer
Professional Land
Surveyor
State of Florida



"HARBOUR PLACE CONDOMINIUM"

SECOND FLOOR
(N.T.S.)

668830
OFF 1155 PAGE 2036

LEGAL DESCRIPTION

Harbour Place Condominium, AKA
Harbour Place, A Condominium
Unit No. 210 (Orig. A-25)
Truman Annex, Key West,
Monroe County, Florida.

CIFICATE OF SURVEYOR

NDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

urveyor authorized to perform land surveys in the State-

ing, but not limited to, delineating utility services,
t facilities serving the building in which the unit is

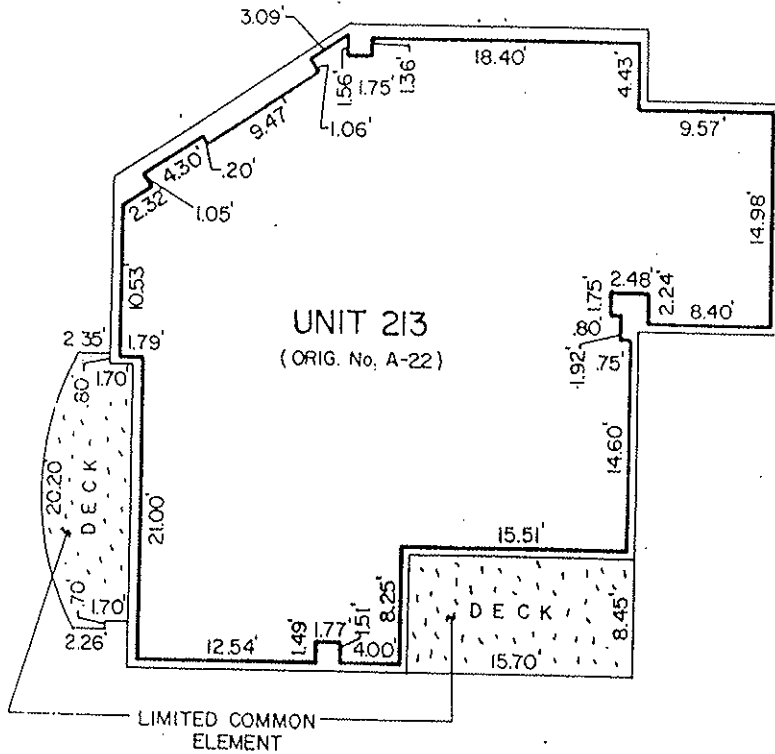
DATE	FB/PG	REVISIONS
UNIT No. 210 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS 20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE 4-26-90	F.B. —	DRWN. BY: GAS
JOB NO. 3012.210	P.G. —	CHKD. BY: J.J.S.

Professional Engineer, No. 10792
Professional Land Surveyor, No. 5026
State of Florida

Joseph J. Stepocher
4/29/90

REC 1155 PAGE 2037

000000



PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +36.54'
LOWER BOUNDARY = ELEV. +28.07'

ELEVATIONS REFER TO NATIONAL
GEODETIC VERTICAL DATUM, 1929.

CERTIFICATE OF SURVEYOR

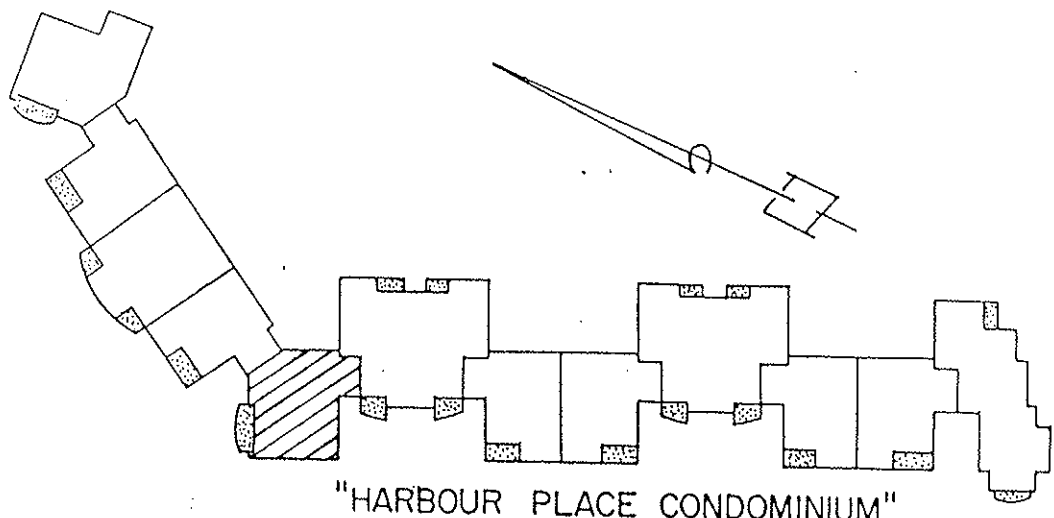
UNIT NO. 213 (ORIG. A-22), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PL

The undersigned, being a Registered Land Surveyor authorized to per
of Florida, states as follows:

That all planned improvements, including, but not limited to
and access to the unit, and common element facilities serving the
located have been substantially completed.

[Signature]
Joseph E. Ste...
Professional S...
Professional S...
State of Flori...

668830 REF 155 PAGE 2038



"HARBOUR PLACE CONDOMINIUM"
SECOND FLOOR
(N.T.S.)

LEGAL DESCRIPTION
Harbour Place Condominium, AKA
Harbour Place, A Condominium
Unit No. 213 (Orig. A-22)
Truman Annex, Key West,
Monroe County, Florida

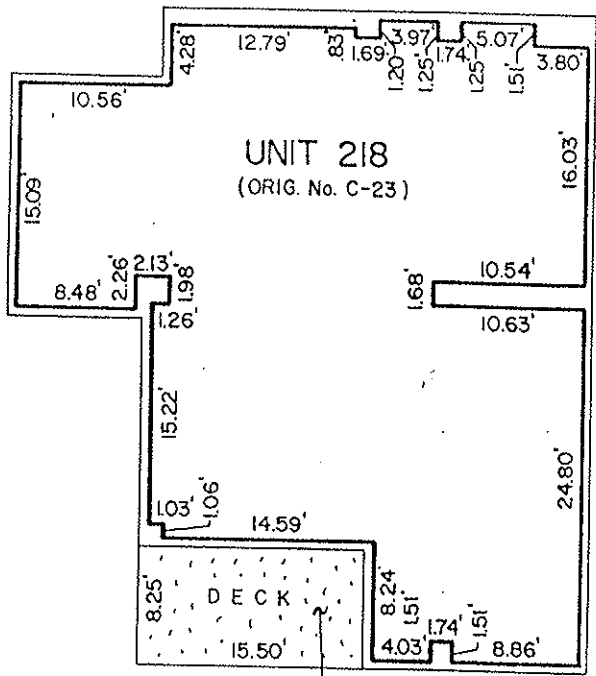
CERTIFICATE OF SURVEYOR

CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

Surveyor authorized to perform and conduct all surveying in the State of Florida, including but not limited to, mapping, utility services and boundary surveys, which the unit is

Joseph S. Stachour
Professional Engineer No. 10792
Professional Land Surveyor No. 3026
State of Florida

DATE	FB/PG	REVISIONS
UNIT No. 213 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS		
20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE: 5-2-90	F.B. —	DRWN. BY: GAS
JOB NO: 3012.213	P.G. —	CHKD. BY: JJS



LIMITED COMMON ELEMENT

PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +36.47'
 LOWER BOUNDARY = ELEV. +28.07'
 ELEVATIONS REFER TO NATIONAL
 GEODETIC VERTICAL DATUM, 1929.

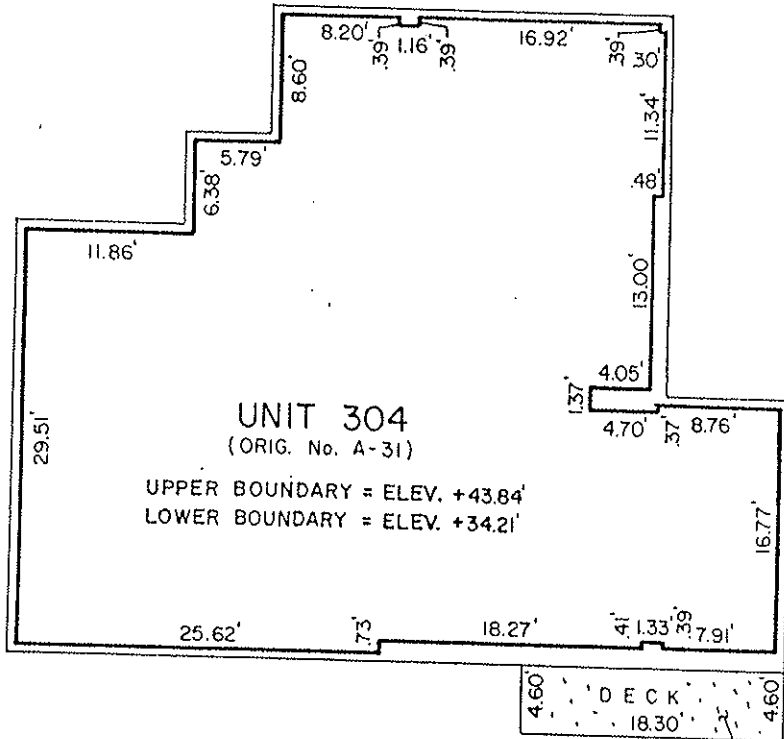
CERTIFICATE OF SURVEYOR

UNIT NO. 218 (ORIG. C-23), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR

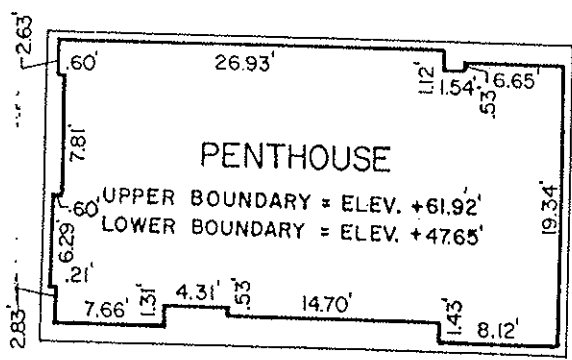
The undersigned, being a Registered Land Surveyor authorized to practice in the State of Florida, states as follows:

That all planned improvements, including, but not limited to, common element facilities serving the unit, and access to the unit, and common element facilities serving the unit, and access to the unit, and common element facilities serving the unit, located have been substantially completed.

Joseph J. ...
 Joseph J.
 Professor
 Professor
 State of Florida

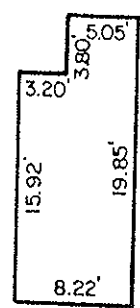


LIMITED COMMON ELEMENT



PERIMETRICAL BOUNDARY
 SCALE: 1" = 10'

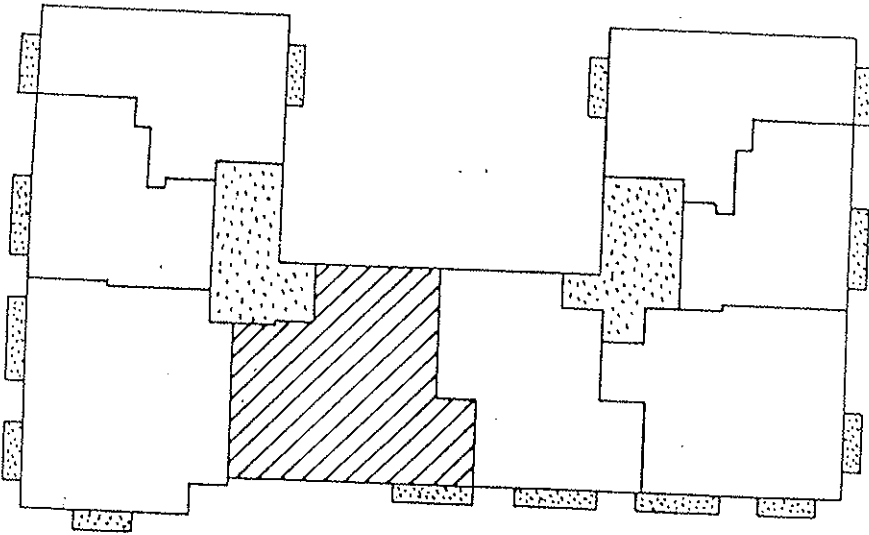
LOFT
 UPPER BOUNDARY = ELEV. +61.92
 LOWER BOUNDARY = ELEV. +54.92'



CERTIFICATE OF SURVEYOR

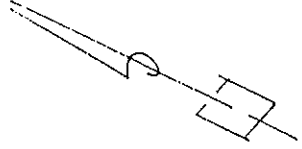
UNIT NO. 304 (ORIG. A-31), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR
 The undersigned, being a Registered Land Surveyor authorized to practice in the State of Florida, states as follows:
 That all planned improvements, including, but not limited to, the construction of the unit, and access to the unit, and common element facilities serving the unit, located have been substantially completed.

Joseph J. ...
 Joseph J.
 Professional
 Surveyor
 State of Florida



"HARBOUR PLACE CONDOMINIUM"
THIRD FLOOR
(N.T.S.)

668830
REVISED 155 FROM 2042



BOUNDARY
10

LEGAL DESCRIPTION

Harbour Place Condominium, AKA
Harbour Place, A Condominium
Unit No. 304 (Orig. A-31).
Truman Annex, Key West,
Monroe County, Florida

LEGEND:

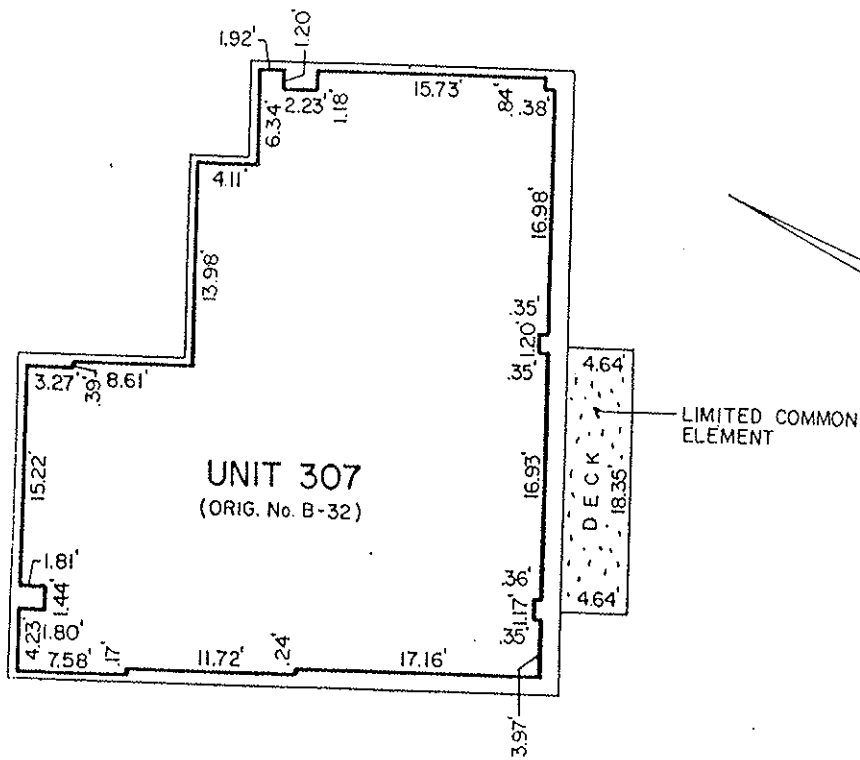
- UNIT
 - LIMITED COMMON ELEMENT
- ELEVATIONS REFER TO NATIONAL
GEODETIC VERTICAL DATUM, 1929.

DATE OF SURVEYOR

MINIMUM, AKA HARBOUR PLACE, A CONDOMINIUM
I am authorized to perform land surveys in the State
of Florida, but not limited to, and to provide surveying services
in connection with the development of the unit is
shown on the attached plan.

Joseph J. Steinhilber
Professional Engineer, No. 10792
Professional Land Surveyor, No. 3026
State of Florida

DATE	FB/PG	REVISIONS
UNIT No. 304 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS 20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 293-3038		
DATE: 5-10-90	F.B. —	DRWN. BY: GAS
JOB NO: 3012.304	P.G. —	CHKD. BY: J.J.S.



PERIMETRICAL BOUNDARY
SCALE 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +43.87'
LOWER BOUNDARY = ELEV. +34.30'

ELEVATIONS REFER TO NATIONAL
GEODETIC VERTICAL DATUM, 1929.

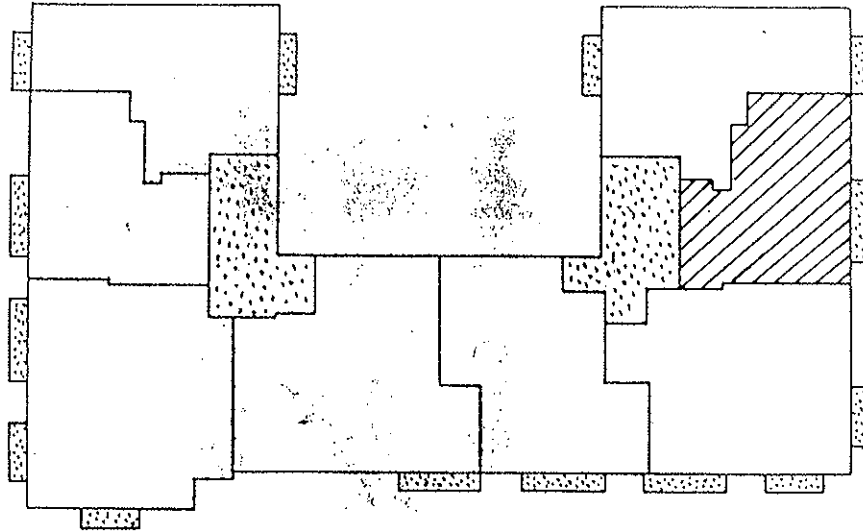
CERTIFICATE OF SURVEYOR

UNIT NO. 307 (ORIG. B-32), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PLACE

The undersigned, being a Registered Land Surveyor authorized to perform surveys in the State of Florida, states as follows:

That all planned improvements, including, but not limited to, the construction of the unit and access to the unit, and common element facilities serving the unit, located have been substantially completed.

Joseph J. Steiner
Joseph J. Steiner
Professional Engineer
Professional Land Surveyor
State of Florida



"HARBOUR PLACE CONDOMINIUM"

THIRD FLOOR
(N.T.S.)

668830
OFF 155
PAGE 2044

LEGAL DESCRIPTION

Harbour Place Condominium, AKA
Harbour Place, A Condominium
Unit No. 307 (Orig. B-32)
Truman Annex, Key West
Monroe County, Florida

CERTIFICATE OF SURVEYOR

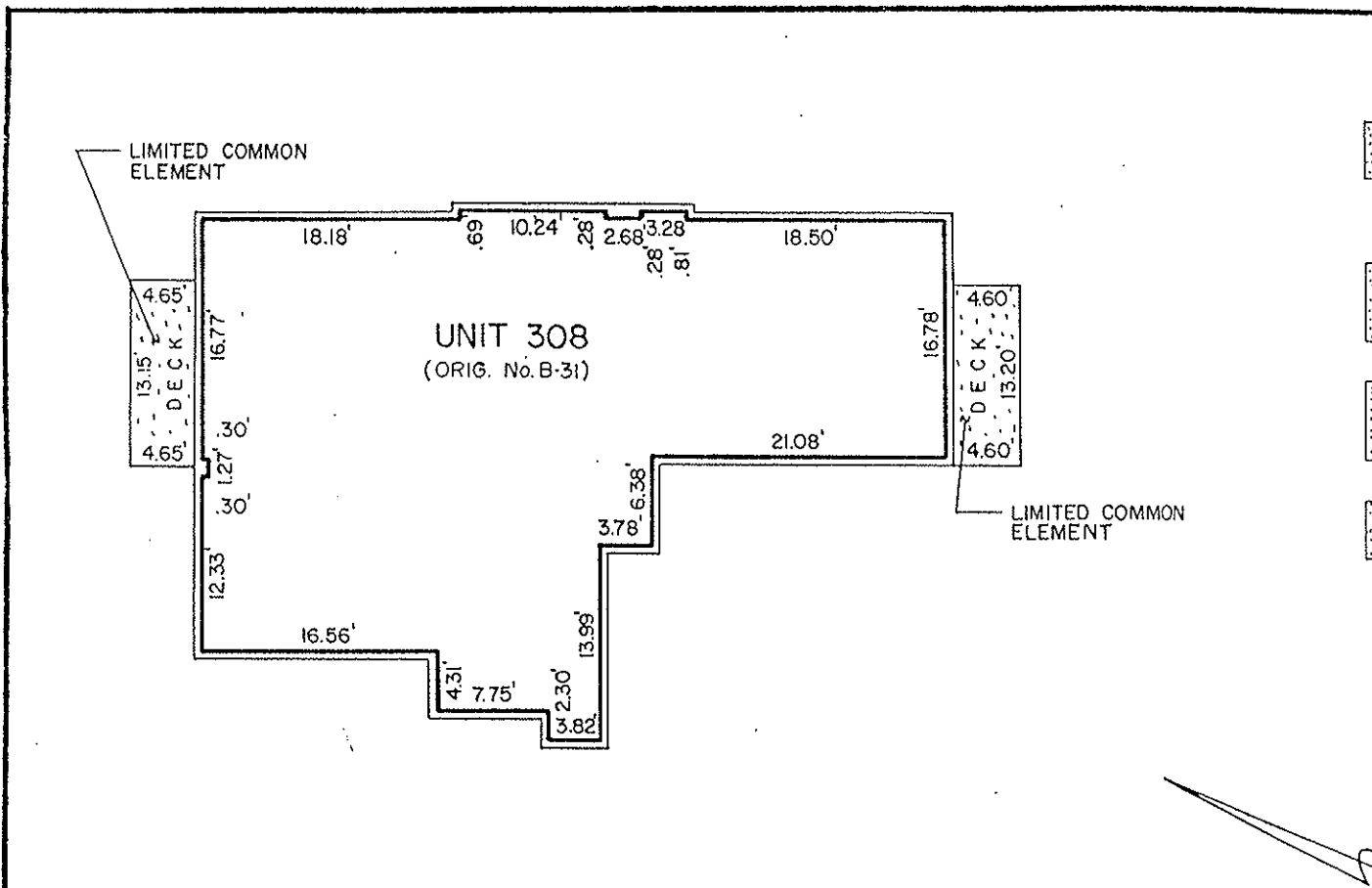
CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

Surveyor authorized to perform land surveys, including, but not limited to, utility services, and other facilities serving the public.

Joseph J. Steinocher
Professional Engineer
Professional Land Surveyor No. 10323
State of Florida

DATE	FB/PG	REVISIONS
UNIT No. 307, HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA.		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS 20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE: 5-16-90	F.B. —	DRWN. BY: GAS
JOB NO. 3012307	P.G. —	CHKD. BY: J.J.S.

668830 REC 155 PAUF2045



PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:
 □ UNIT
 ▨ LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +44.03'
 LOWER BOUNDARY = ELEV. +34.30'
 ELEVATIONS REFER TO NATIONAL
 GEODETIC VERTICAL DATUM, 1929.

CERTIFICATE OF SURVEYOR

UNIT NO. 308 (ORIG. B-31), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR

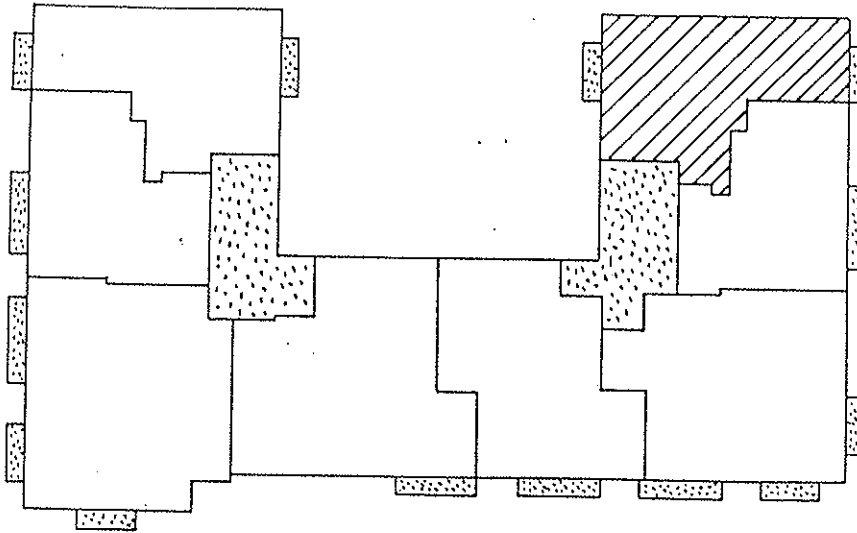
The undersigned, being a Registered Land Surveyor authorized to practice in the State of Florida, states as follows:

That all planned improvements, including, but not limited to, the construction of the unit and access to the unit, and common element facilities serving the unit, located have been substantially completed.

Joseph V. S.
 Joseph V. S.
 Professional
 Professional
 State of FL

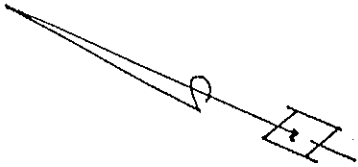
668830

REC 155 APR 20 4 6



"HARBOUR PLACE CONDOMINIUM"

THIRD FLOOR
(N.T.S.)



LEGAL DESCRIPTION

Harbour Place Condominium, AKA
Harbour Place, A Condominium
Unit No. 308 (Orig. B-31)
Truman Annex, Key West,
Monroe County, Florida

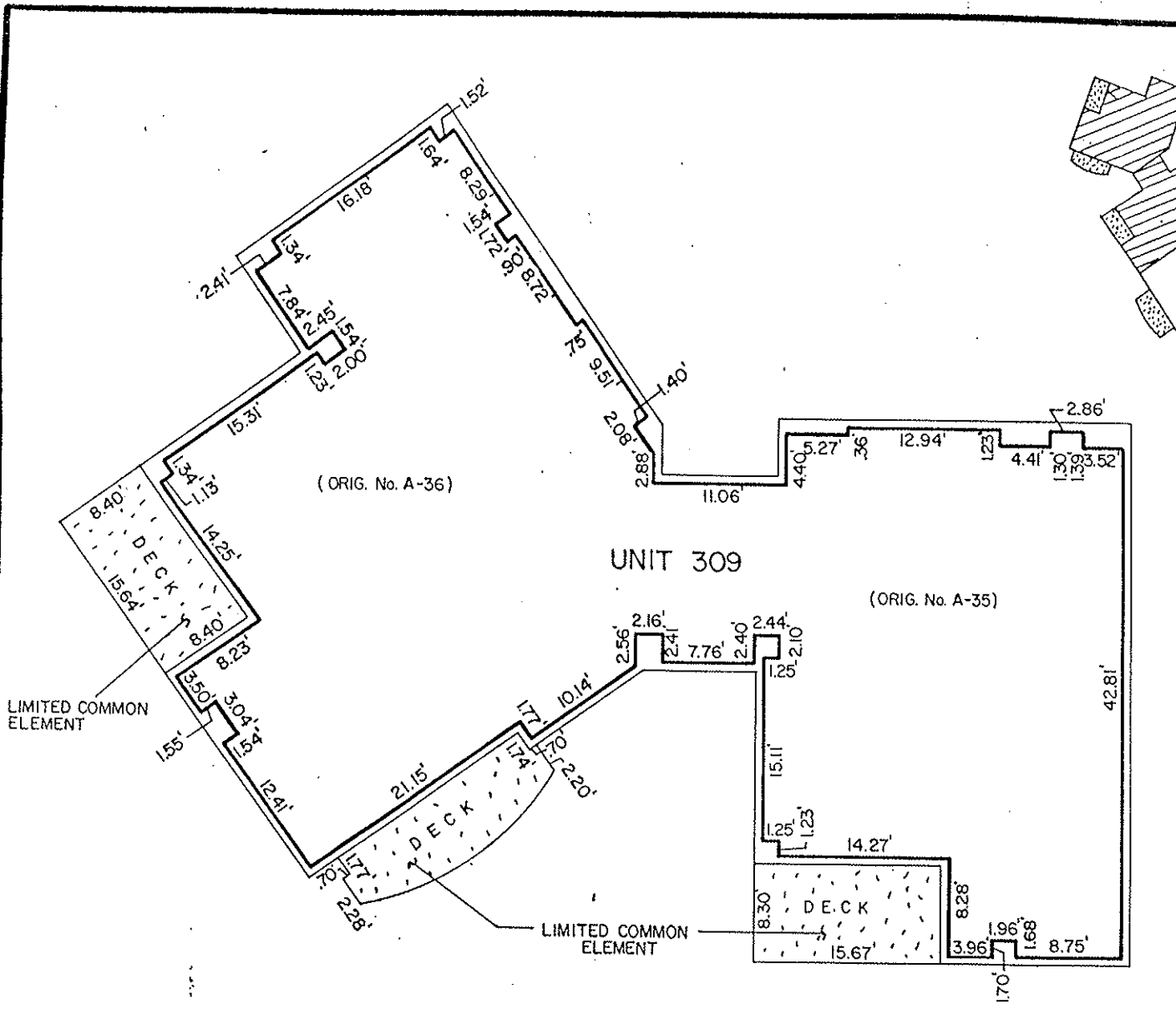
DATE OF SURVEYOR

CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

Surveyor authorized to perform land surveying in the State of Florida, but not limited to, conducting, utility services facilities serving the building, in which the unit is

Joseph A. Steinhilber 5/4/90
 Joseph A. Steinhilber
 Professional Engineer No. 10792
 Professional Land Surveyor No. 3026
 State of Florida

DATE	FB/PG	REVISIONS
UNIT No. 308 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS 20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE: 4-28-90	F.B. —	DRWN. BY: GAS
JOB NO: 3012308	P.G. —	CHKD. BY: J.J.S.



PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +46.11'
 LOWER BOUNDARY = ELEV. +37.56'
 ELEVATIONS REFER TO NATIONAL
 GEODETIC VERTICAL DATUM, 1929.

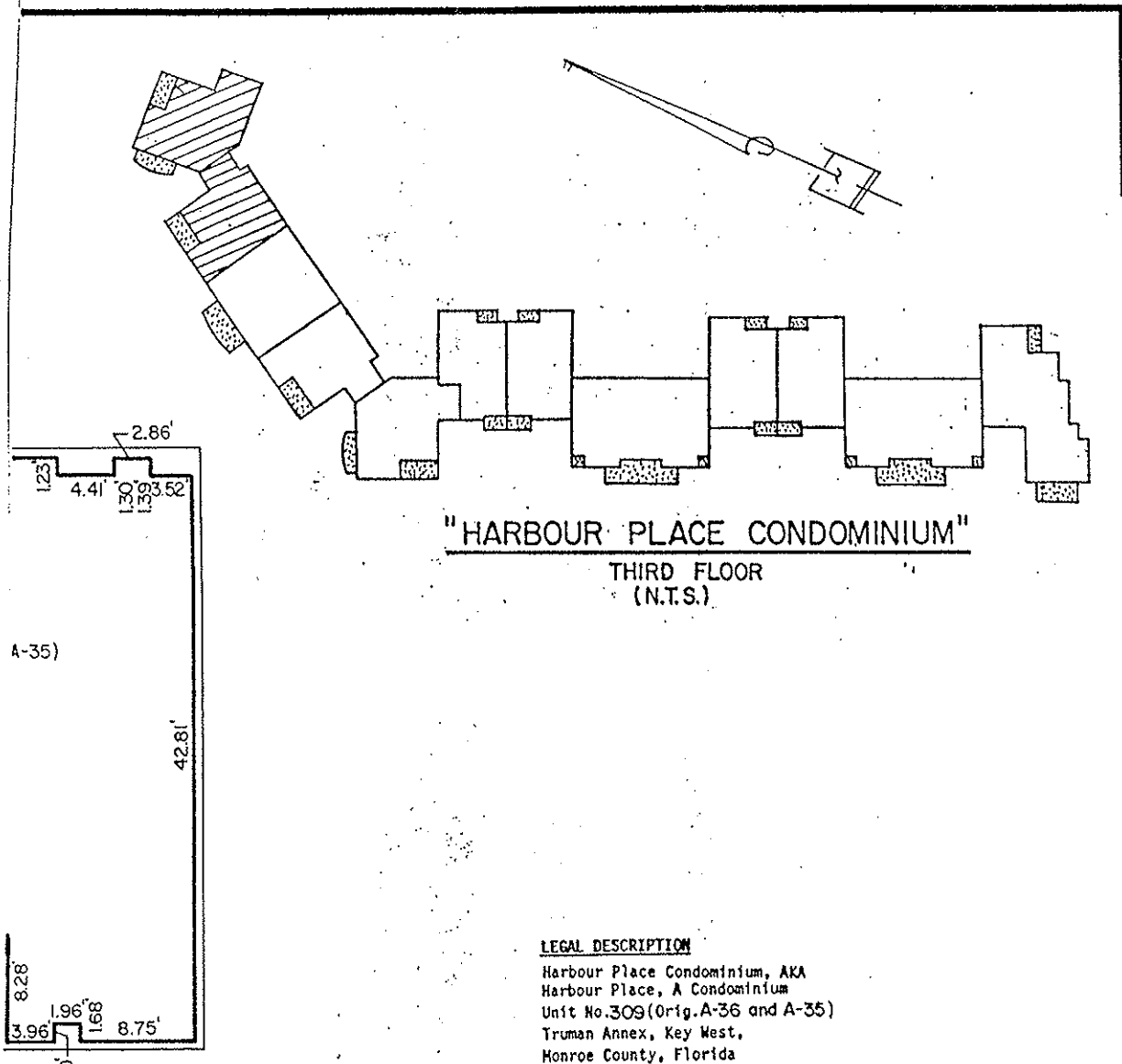
CERTIFICATE OF SURVEYOR

UNIT NO. 309 (ORIG. A-36 and A-35), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR

The undersigned, being a Registered Land Surveyor authorized to perform in the State of Florida, states as follows:

That all planned improvements, including, but not limited to, lands and access to the unit, and common element facilities serving the building located have been substantially completed.

Joseph J. Szeinbocher
 Joseph J. Szeinbocher
 Professional Engineer
 Professional Land Surveyor
 State of Florida



"HARBOUR PLACE CONDOMINIUM"
THIRD FLOOR
(N.T.S.)

LEGAL DESCRIPTION
 Harbour Place Condominium, AKA
 Harbour Place, A Condominium
 Unit No.309(Orig.A-36 and A-35)
 Truman Annex, Key West,
 Monroe County, Florida

668830
 REC 155 MAR 20 48

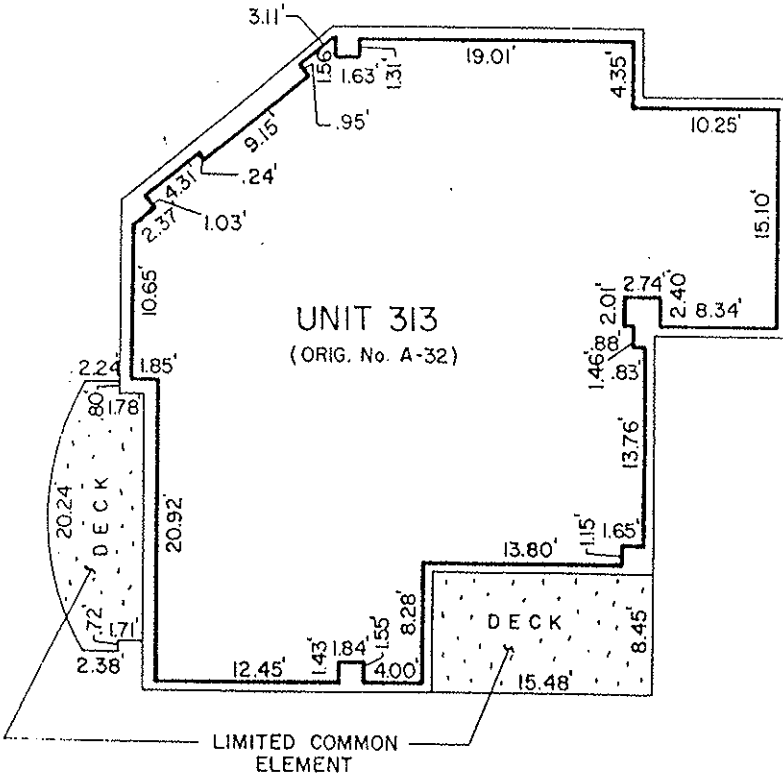
DATE OF SURVEYOR

PLACE CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

Surveyor authorized to perform land surveys in the State of Florida, but not limited to, landscaping, utility services and facilities serving the building in which the unit is located.

Joseph J. Steinbocher
 Joseph J. Steinbocher
 Professional Engineer No. 10792
 Professional Land Surveyor No. 3026
 State of Florida

DATE	FB/PG	REVISIONS
UNIT No. 309 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS 20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE: 5-24-90	FB. —	DRWN. BY: GAS
JOB NO: 3012.309	PG. —	CHKD. BY: J.J.S.



PERIMETRICAL BOUNDARY

SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +45.94'
 LOWER BOUNDARY = ELEV. +37.56'

ELEVATIONS REFER TO NATIONAL
 GEODETIC VERTICAL DATUM, 1929.

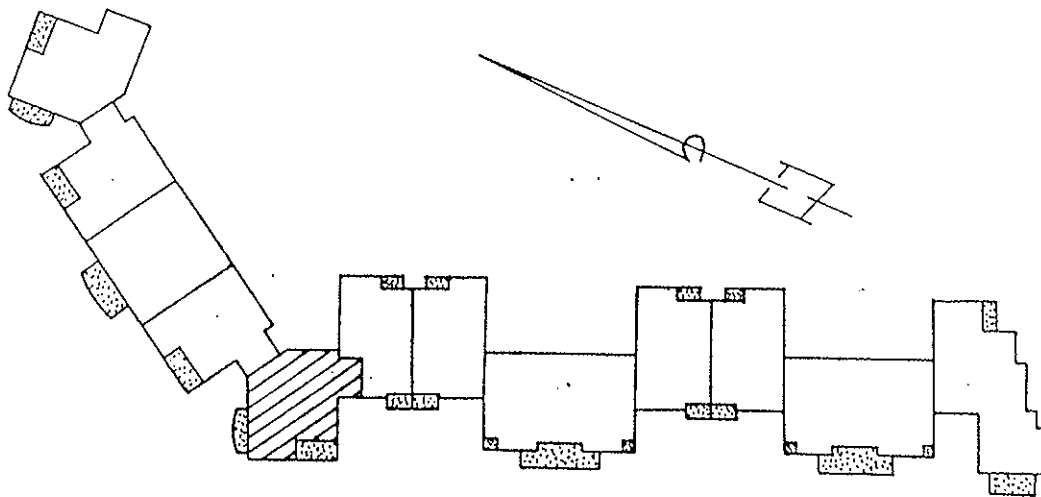
CERTIFICATE OF SURVEYOR

UNIT NO. 313 (ORIG. A-32), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PL

The undersigned, being a Registered Land Surveyor authorized to per of Florida, states as follows:

That all planned improvements, including, but not limited to, and access to the unit, and common element facilities serving the located have been substantially completed.

Joseph J. ...
 Joseph J. ...
 Professional E...
 Professional L...
 State of Flori...



"HARBOUR PLACE CONDOMINIUM"
 THIRD FLOOR
 (N.T.S.)

668830
 011155 1987-2050

LEGAL DESCRIPTION

Harbour Place Condominium, AKA
 Harbour Place, A Condominium
 Unit No. 313 (Orig. A-32)
 Truman Annex, Key West,
 Monroe County, Florida

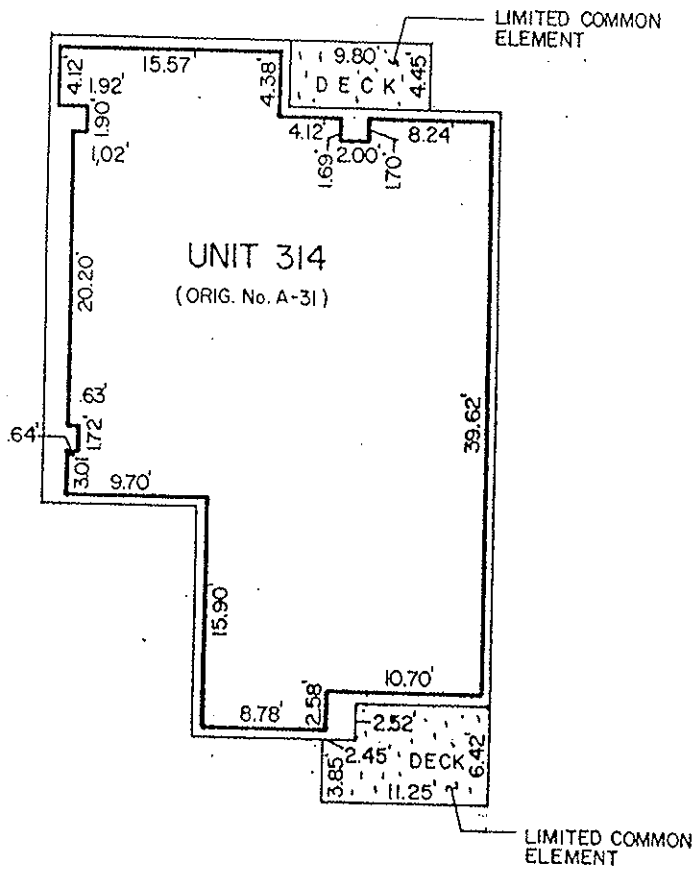
FIGATE OF SURVEYOR

ONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

urveyor authorized to perform Land Surveys in the State
 ing, but not limited to, Land Surveying, Utility Services
 t facilities serving the business in which the unit is

Joseph J. Sacher
 Professional Engineer No. 10792
 Professional Land Surveyor No. 3029
 State of Florida

DATE	FB/PG	REVISIONS
UNIT No. 313 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS		
20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 293-3038		
DATE 5-7-90	F.B. —	DRWN. BY: GAS
JOB NO: 3012.313	P.G. —	CHKD. BY: J.J.S



PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

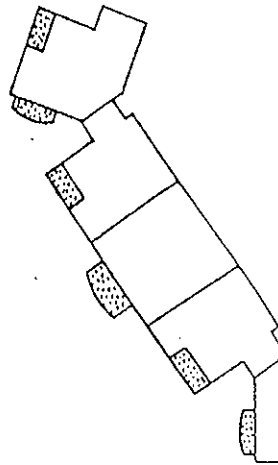
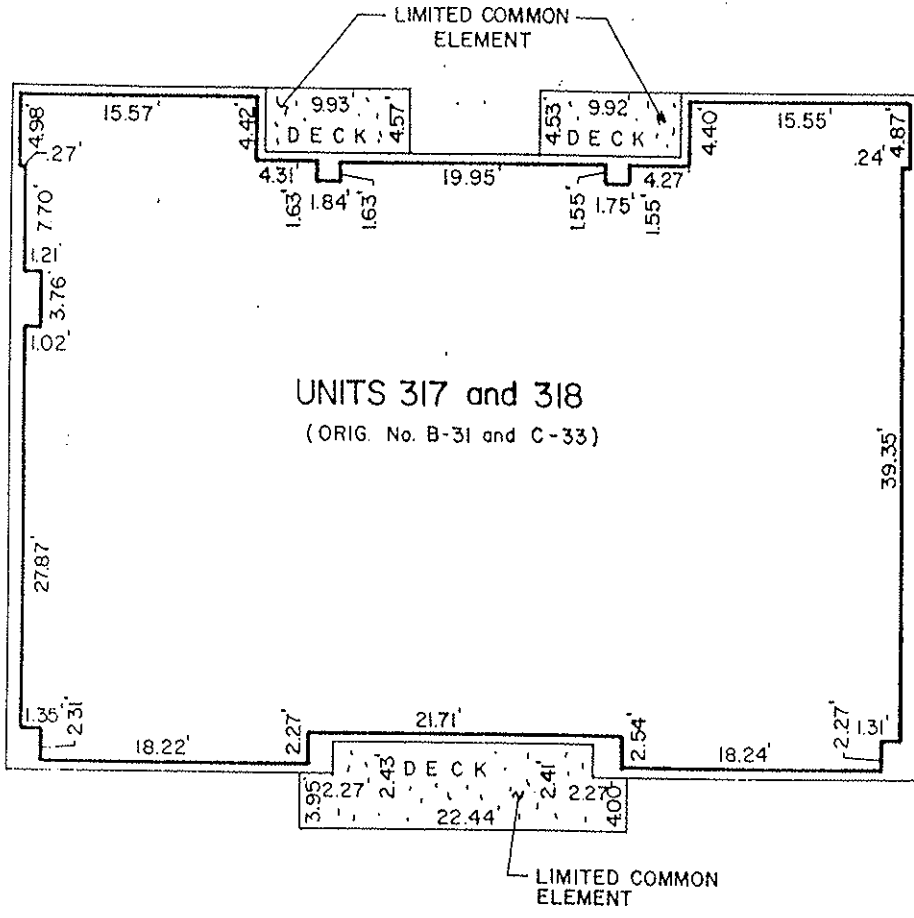
UPPER BOUNDARY = ELEV. +45.91'
 LOWER BOUNDARY = ELEV. +37.56'
 ELEVATIONS REFER TO NATIONAL
 GEODETIC VERTICAL DATUM, 1929.

CERTIFICATE OF SURVEYOR

UNIT NO. 314 (ORIG. A-31), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PLACE
 The undersigned, being a Registered Land Surveyor authorized to practice in the State of Florida, states as follows:
 That all planned improvements, including, but not limited to, the construction of the unit and access to the unit, and common element facilities serving the unit located have been substantially completed.

Joseph J. S...
 Joseph J. S...
 Professional
 Professional
 State of Florida

668830 OFF REC 1155 PAGE 2053



PERIMETRICAL BOUNDARY
SCALE 1" = 10'

LEGEND:
 □ UNIT
 ▨ LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +45.87'
 LOWER BOUNDARY = ELEV. +37.56'

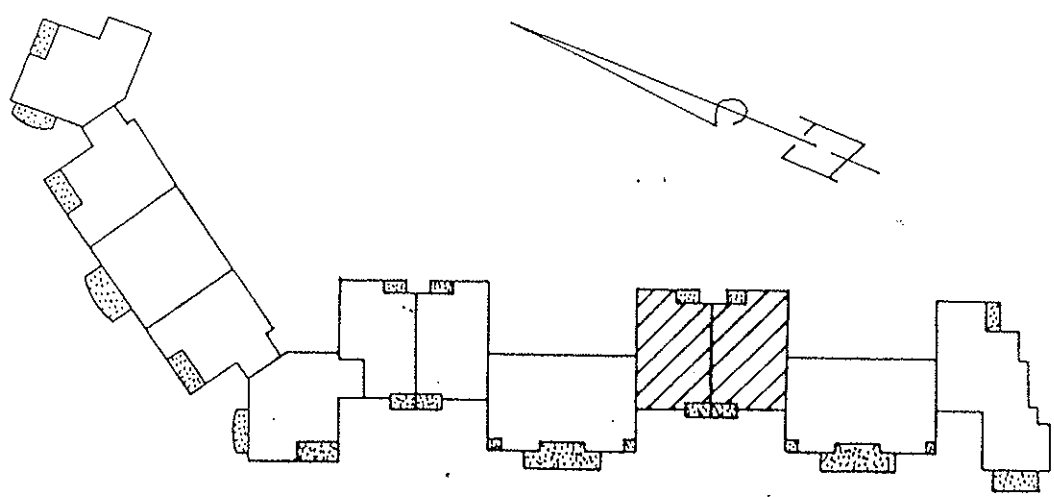
ELEVATIONS REFER TO NATIONAL
 GEODETIC VERTICAL DATUM, 1929.

CERTIFICATE OF SURVEYOR
 UNIT NO. 317 and 318
 (ORIG. B-31 and C-33), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PLACE

The undersigned, being a Registered Land Surveyor authorized to perform
 of Florida, states as follows:
 That all planned improvements, including, but not limited to,
 and access to the unit, and common element facilities serving the
 located have been substantially completed.

[Signature]
 Joseph S. Stein
 Professional L.S.
 State of Florida

668830
 REC 1155 APR 20 54



"HARBOUR PLACE CONDOMINIUM"
 THIRD FLOOR
 (N.T.S.)

LEGAL DESCRIPTION
 Harbour Place Condominium, AKA
 Harbour Place, A Condominium
 Unit No. 317 and 318 (Orig. B-31 and C-33)
 Truman Annex, Key West,
 Monroe County, Florida

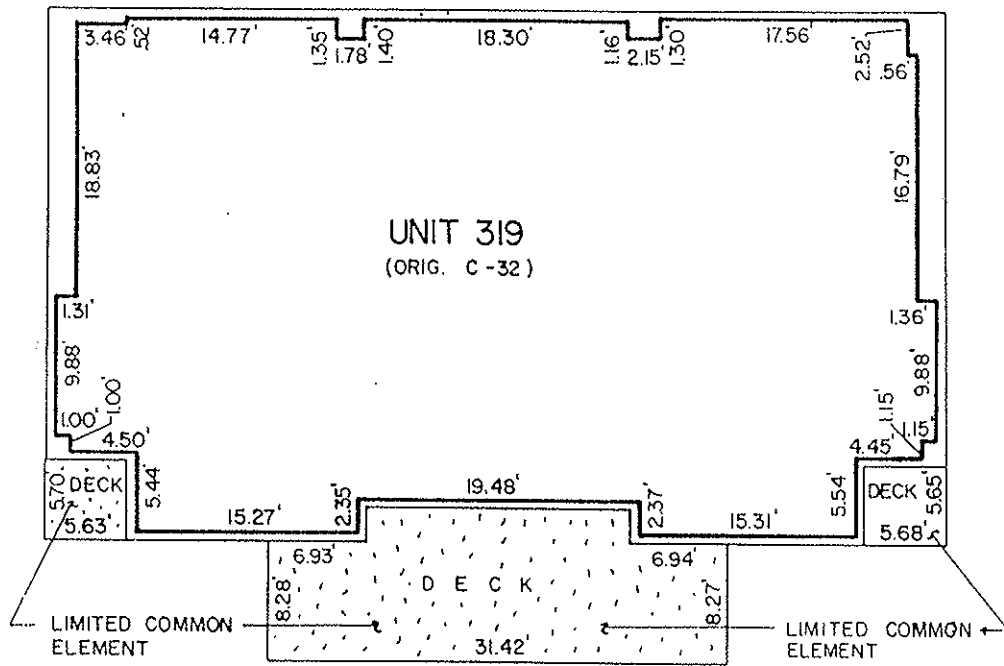
CERTIFICATE OF SURVEYOR

CE CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

and Surveyor authorized to perform land surveys in the State.
 including, but not limited to, locating utility services
 and other facilities serving the building in which the unit is
 located.

Joseph S. Innocent 5/7/90
 Joseph S. Innocent
 Professional Engineer No. 30292
 Professional Land Surveyor No. 3026
 State of Florida

DATE	FB/PG	REVISIONS
UNIT No. 317 and 318 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA.		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS 20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE 4-28-90	F.B. —	DRWN. BY: GAS
JOB NO. 3012.318	P.G. —	CHKD. BY: JJS



PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. +45.96'
LOWER BOUNDARY = ELEV. +37.56'

ELEVATIONS REFER TO NATIONAL
GEODETTIC VERTICAL DATUM, 1929.

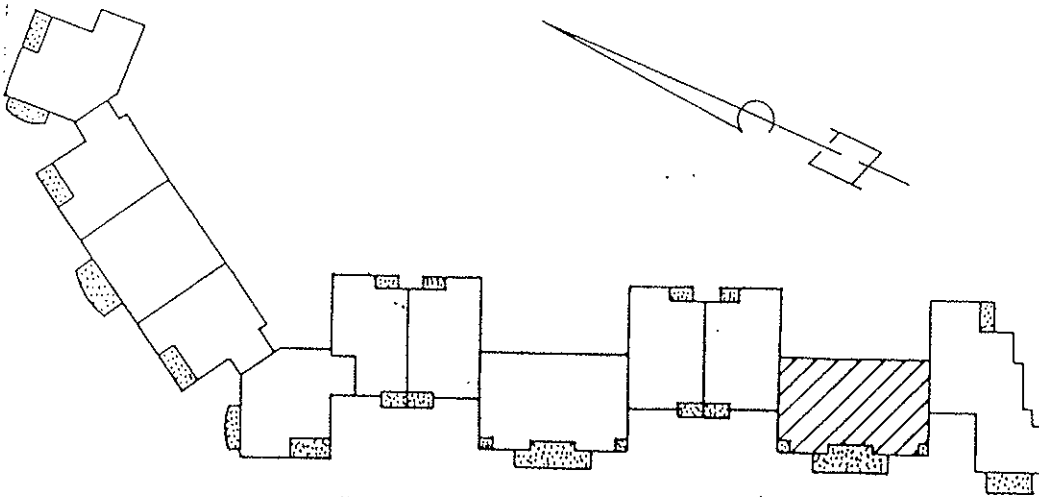
CERTIFICATE OF SURVEYOR

UNIT NO. 319 (ORIG. C-32), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR PL

The undersigned, being a Registered Land Surveyor authorized to per
of Florida, states as follows:

That all planned improvements, including, but not limited to,
and access to the unit, and common element facilities serving the
located have been substantially completed.

(Signature)
Joseph S. St.
Professional
Professional
State of Flor



"HARBOUR PLACE CONDOMINIUM"
 THIRD FLOOR
 (N.T.S.)

568830
 REC 1155 AM 2056

LEGAL DESCRIPTION

Harbour Place Condominium, AKA
 Harbour Place, A Condominium
 Unit No. 319 (Orig. C-32)
 Truman Annex, Key West,
 Monroe County, Florida

DATE	FB/PG	REVISIONS

UNIT No. 319 HAROUR PLACE CONDOMINIUM
 TRUMAN ANNEX, KEY WEST,
 MONROE COUNTY, FLORIDA

TASK SURVEYORS, INC.
 CONSULTING ENGINEERS AND SURVEYORS

20335 OLD CUTLER ROAD (#203) MIAMI, FL 33189
 233-3038

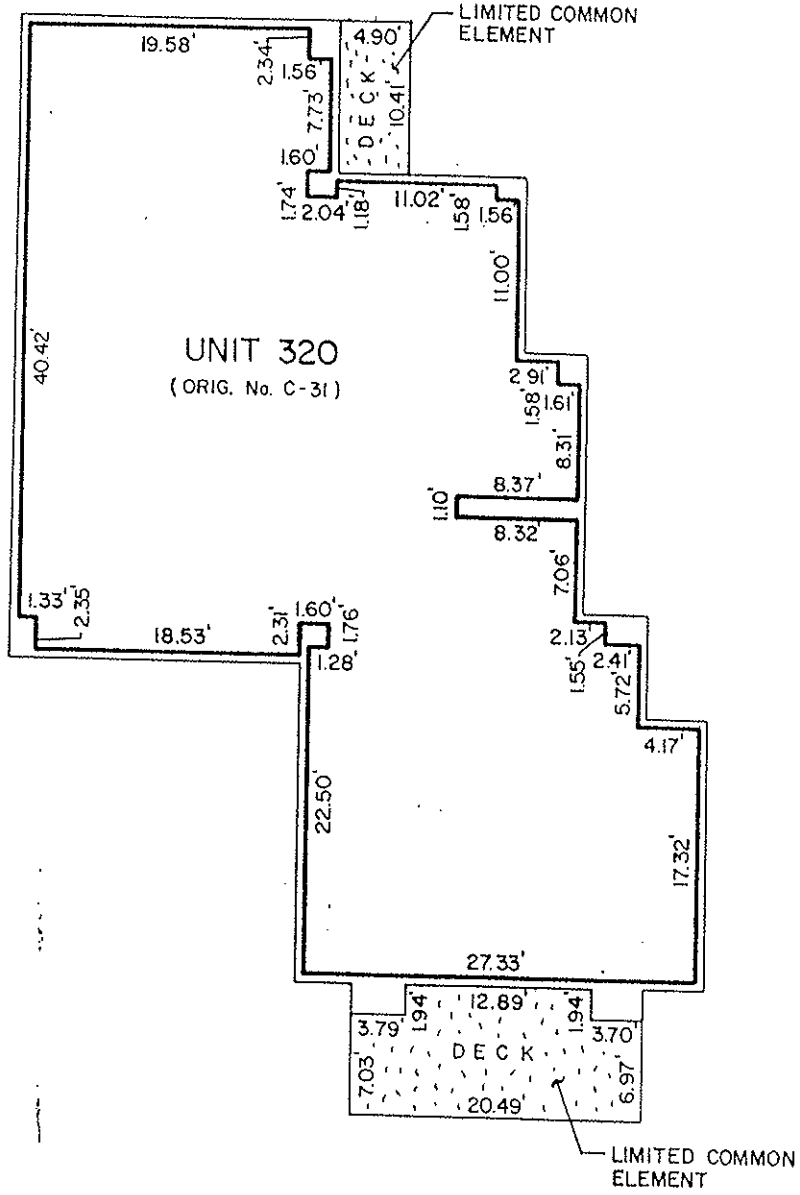
DATE: 4-30-90	F.B. —	DRWN. BY: GAS
JOB NO: 3012.319	P.G. —	CHKD. BY: J.J.S.

DATE OF SURVEYOR

DOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM.

veyor authorized to perform land surveys in the State
 g, but not limited to, land, utility services
 facilities serving the building in which the unit is

Joseph J. Stefocher 3/4/90
 Joseph J. Stefocher
 Professional Engineer No. 1079
 Professional Land Surveyor No. 3026
 State of Florida



PERIMETRICAL BOUNDARY
SCALE: 1" = 10'

LEGEND:

- UNIT
- LIMITED COMMON ELEMENT

UPPER BOUNDARY = ELEV. + 45.97'
 LOWER BOUNDARY = ELEV. + 37.56'
 ELEVATIONS REFER TO NATIONAL
 GEODETIC VERTICAL DATUM, 1929.

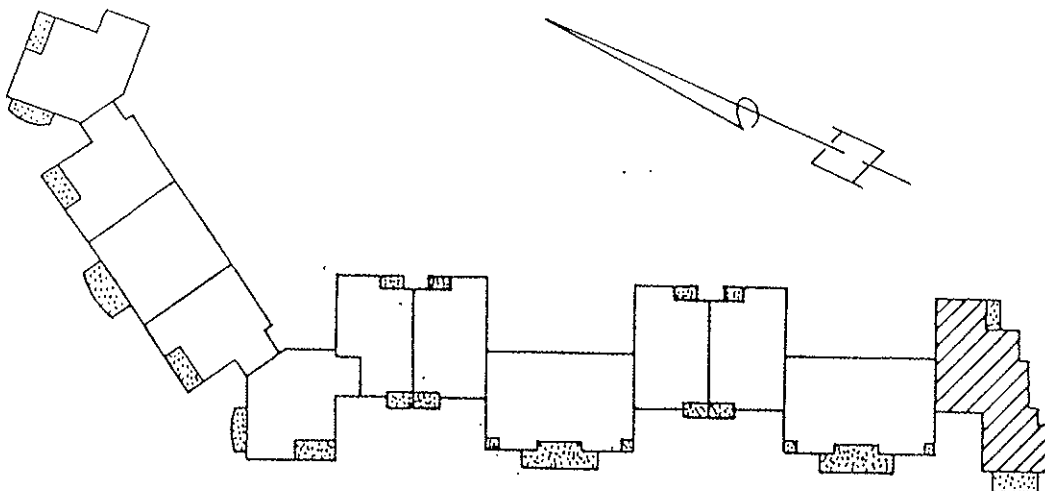
CERTIFICATE OF SURVEYOR

UNIT NO. 320 (ORIG. C-31), HARBOUR PLACE CONDOMINIUM, AKA HARBOUR

The undersigned, being a Registered Land Surveyor authorized to practice in the State of Florida, states as follows:
 That all planned improvements, including, but not limited to, common element facilities serving the unit, and access to the unit, and common element facilities serving the unit, located have been substantially completed.

(Signature)
 Joseph S. [Name]
 Registered Professional
 Land Surveyor
 State of Florida

668830
 821155 PART 2058



"HARBOUR PLACE CONDOMINIUM"
 THIRD FLOOR
 (N.T.S.)

METRICAL BOUNDARY
 SCALE: 1" = 10'

LEGAL DESCRIPTION

Harbour Place Condominium, AKA
 Harbour Place, A Condominium
 Unit No. 320 (Orig. C-31)
 Truman Annex, Key West,
 Monroe County, Florida

Recorded in Official Records Book
 in Monroe County, Florida
 Record Verified

DANNY L. KOLHAGE
 Clerk Circuit Court

CERTIFICATE OF SURVEYOR

UNIT No. 320 CONDOMINIUM, AKA HARBOUR PLACE, A CONDOMINIUM

I, the undersigned, a duly licensed and authorized Surveyor, authorized to perform land surveys in the State of Florida, including, but not limited to, laying out, utility services, and other facilities serving the building in which the unit is located.

Joseph D. Steinhilber 5/4/90
 Joseph D. Steinhilber, L.O.
 Professional Engineer No. 10792
 Professional Land Surveyor No. 3026
 State of Florida

DATE	FB/PG	REVISIONS
UNIT No. 320 HARBOUR PLACE CONDOMINIUM TRUMAN ANNEX, KEY WEST, MONROE COUNTY, FLORIDA		
TASK SURVEYORS, INC. CONSULTING ENGINEERS AND SURVEYORS 20395 OLD CUTLER ROAD (#203) MIAMI, FL 33189 233-3038		
DATE 4-27-90	F.B. —	DRWN. BY: GAS
JOB NO: 3012.320	P.G. —	CHKD. BY: J.J.S.

Policies and Procedures

Harbour Place Condominium Association, Inc.
PO Box 1329
Key West, Florida 33041

Procedure for Providing the Renter Acknowledgment of receiving Rules, Regulations, and Restrictions an to abide by them.

1. Unit Owners are responsible to provide their rental agents with a copy of the Renter Acknowledgment and the excerpts from the Condominiums Rules, Regulations, and Restrictions.
2. Unit Owners are responsible to inform their rental agents that they must have all renters sign the Acknowledgment and provide it to the Association prior to the renter occupying their unit.

Copy of Acknowledgment and Excerpts are attached.

Enacted Board Meeting, September 2, 1994

**Harbour Place Condominium
Key West, Florida**

ACKNOWLEDGMENT

The undersigned, being a renter or lessor of a unit owner in the Harbour Place Condominiums, does hereby acknowledge the receipt of a copy of the **Rules and Regulations, Information to Renters**

Further the undersigned acknowledges his or her understanding of the above mentioned documents, and thereby agrees to adhere to these Restrictions and Rules and Regulations of the Harbour Place Condominium.

Names of Renter or Lessor _____

Address of Renter or Lessor _____

Unit rented or leased: _____ Number of Occupants: _____

Dates of Rental or Lease: _____

Name of Agent and Firm: _____

Signed by: _____ Dated: _____
Renter or Lessor

Printed Name

**This document must be sent to:
Harbour Place Condominium Association
PO Box 6063
Key West, Florida 33041**

or

FAX Number 305-296-4460

Harbour Place Condominium Key West, Florida

Rules and Regulations, Information to Renters

These are excerpts for the Documents of Harbour Place Condominium, and Truman Annex, and the Rules and Regulations of Harbour Place Condominium and Truman Annex.

- 1) Occupancy of units are limited to the following:

Number of Bedrooms	Maximum Number of Occupants
2	5
3	7
4	8

- 2) No immoral, improper, offensive or unlawful use shall be made. of any Unit or of the Common Elements, or any part thereof, No Unit Owner shall permit or suffer anything to be done or kept in his Unit or the Common Elements which would: (1) increase the rate of insurance on the Condominium; (2) obstruct or interfere with the rights of other occupants of the Condominium; (3) annoy other occupants by unreasonable noises or otherwise create a nuisance; (4) interfere with the peaceful possession and proper use of any other Unit or of the Common Elements; or (5) violate any governmental law, ordinance or regulation, No item of any kind shall be affixed or attached to or permanently placed on the Common Elements (including Limited Common Elements) without the prior written consent of the Board, No boat, or trailers, trucks, uncovered motorcycles, mobile homes, campers, recreation vehicles or commercial vehicles may be parked in the Condominium Property except for commercial vehicles at the Condominium for service calls or owned by the Association or Developer.
- 3) Parking
- (a) No motor vehicles which cannot operate on its own power shall remain on the Condominium Property for more than forty-eight (48) hours;
 - (b) No vehicle shall be repaired on the Condominium Property;
 - (c) No trucks, trailers, mobile homes, vans, campers, buses, or similar vehicles shall be parked on the Condominium Property;
 - (d) No boats, rafts, canoes or other similar craft shall be allowed on the Condominium Property; and
 - (e) Unit owners and their guests must park in the parking places assigned to that particular Unit
 - (f) All parking facilities shall be used in accordance with regulations adopted by the Board.

Harbour Place Condominium Key West, Florida

- 4) No one will annoy other occupants by unreasonable noises or otherwise create a nuisance. All noise will be held at a subdued level between 10:00 PM and 7:00 AM
- 5) No Unit Owner shall make or permit any disruptive noises or noxious fumes in the buildings, or permit any conduct of any persons that will interfere with the rights, comforts or convenience of other residents. No Unit Owner shall play or permit to be played any musical instrument, or operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit, porch, balcony or patio in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time which disturbs other residents. All noise will be held at a subdued level between 10:00 PM and 7:00 AM.
- 6) No one will interfere with the proper use of any other Unit or of the Common Elements.
7. No garbage cans, supplies, or other articles shall be placed in or on the patios, balconies, or staircase landings nor shall any linens, blankets, clothing, curtains, rug's, mops, or laundry of any kind or other articles, be shaken or hung from any of the windows doors, patios, or balconies. No visible clothes lines or other outside facility for drying or airing clothes shall be erected.
8. No Unit Owner shall permit anything to fall from a window or balcony of a Unit, or sweep or throw from the Unit any dirt or other substance into any of the sidewalks, patios, or Common Elements.
9. All trash must be deposited in bags with all other refuse in areas designated for such purpose. Any bags with garbage or any other refuse that will cause an odor must be carried to the dumpster are for deposit. When units are cleaned by housekeepers all trash must be brought to the dumpster for disposal.
- 10) No skateboarding or bicycle riding shall be permitted in the parking areas.
- 11) The keeping of pet may be authorized by the Board of Directors as a conditional license and not a right, subject to the rules and regulations adopted by the Association with respect to same, revocable upon a finding by the Association that such pet is an unreasonable source of annoyance or danger to others. No animal. or pets of any kind shall be kept in any Unit or any part of the Condominium Property, except for those animals or pets as may be authorized with the Board's prior written consent. In all circumstances, such pets must have the Association's conditional license. No pet shall be allowed to make unreasonable amount of noise that would constitute a nuisance. No structure for the care, housing of confinement of any such animal shall be maintained so as to be visible front any neighboring property. Those animals which may be expressly authorized by the Association shall be kept as a conditional license, and not by right, revocable upon a finding, which finding by the Association shall be final, that such animal is an unreasonable source of annoyance or

Harbour Place Condominium Key West, Florida

danger. In no event shall and animal be permitted in any portion of the Common Elements unless carried or on a leash under any circumstances. Dogs and cats, if permitted, may be walked only in designated areas.

- 12) Children of guests shall at all times be supervised by their parents or the Unit Owner they are visiting.
- 13) Food and beverages may not be consumed outside of a Unit and its appurtenant patio(s) or balcony except in designated areas.
- 14) The pool area is limited to Unit owners of Harbour Place Condominium, their guests, and their renters. The number of invited guests are limited to 4 per Unit.
- 15) All Unit Owners shall comply with all covenants, rules and regulations in the Truman Annex Covenants.

Policies and Procedures

Harbour Place Condominium Association, Inc.
PO Box 1329
Key West, Florida 33041

Procedure for the Imposition of Fines against Unit Owners for Violations of the Rules and Regulations, the Declaration, the By-Laws and the Articles of Incorporation of the Association

Every Owner and occupant shall comply with these rules and regulations as set forth herein, any and all rules and regulations which from time to time may be adopted, and the provisions of the Declaration, By-Laws and Articles of Incorporation of the Association, as amended from time to time, to the extent applicable. Failure of an Owner or occupant to so comply shall be grounds for action which may include without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or assessments may be imposed upon an Owners for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with the rules and regulations as set forth herein or in the Declaration, or Articles of Incorporation or By-Laws, provided the following procedures are adhered to:

1. **Violation:** The Board must be notified in writing of a violation of the Rules and Regulations, the Declaration, the Articles of Incorporation or the By-Laws. The following items must be included:
 - a) The Violation in as much detail as possible.
 - b) The Date of the Violation.
 - c) The Unit Number of the people involved in the violation.
 - d) The name or names of who is reporting the violation.
2. **Notice:** The Association shall notify the Owner of the infraction or infractions. Included in the notice shall be a date and time of the next Board of Directors meeting at which time the Owner shall present reasons why penalties should not be imposed.
3. **Hearing:** The non-compliance shall be presented to the Board of Directors after which the Board of Directors shall hear reasons why

penalties should not be imposed. A written decision of the Board of Directors shall be submitted to the Owner by not later than twenty-one (21) days after the Board of Directors' meeting. The Unit Owner may bring an attorney or appear on his own behalf at this hearing.

4. **Penalties:** The Board of Directors may impose fines against the applicable Unit, in compliance with F.S.S. 718.303(3), for non-compliance or violation a fine not in excess of One Hundred Dollars (\$100.00) per day with a maximum of One Thousand Dollars (\$1,000.00) per occurrence.
5. **Payment of Penalties:** The Fine shall be paid not later than thirty (30) days after notice of the imposition of the penalties.
6. **Application of Penalties:** All monies received from these penalties shall be allocated as directed by the Board of Directors.
7. **Non-exclusive Remedy:** These fines shall not be construed to be exclusive and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner.

Enacted at September 2, 1994 Board Meeting.

RULES AND REGULATIONS
FOR
HARBOUR PLACE CONDOMINIUM ASSOCIATION

1. The sidewalks, entrances, passages, fire exits, patios, stairways, and like portions of the Common Elements or Limited Common Elements shall not be obstructed and shall not be used for any purpose other than ingress and egress; nor shall carriages, bicycles, chairs, tables or any other similar objects be stored therein. Children shall not be permitted to play or loiter in stairways, sidewalks or other Common Areas.
2. Children of guests shall at all times be supervised by their parents or the Unit Owner they are visiting.
3. The personal property of Unit Owners must be stored in their respective units.
4. No garbage cans, supplies, or other articles shall be placed in or on the patios, balconies, or staircase landings nor shall any linens, blankets, clothing, curtains, rug's, mops, or laundry of any kind or other articles, be shaken or hung from any of the windows doors, patios, or balconies. No visible clothes lines or other outside facility for drying or airing clothes shall be erected.
5. No Unit Owner shall permit anything to fall from a window or balcony of a Unit, or sweep or throw from the Unit any dirt or other substance into any of the sidewalks, patios, or Common Elements.
6. All trash must be deposited in bags with all other refuse in areas designated for such purpose. Any bags with garbage or any other refuse that will cause an odor must be carried to the dumpster are for deposit. When units are cleaned by housekeepers all trash must be brought to the dumpster for disposal.
7. No skateboarding or bicycle riding shall be permitted in the parking areas.
8. Employees of the Association may not be sent by Unit Owners for personal errands. The Board shall be solely responsible for supervising Association employees.
9. Parking
 - (a) No motor vehicles which cannot operate on its own power shall remain on the Condominium Property for more than forty-eight (48) hours;
 - (b) No vehicle shall be repaired on the Condominium Property;
 - (c) No trucks, trailers, mobile homes, vans, campers, buses, or similar vehicles shall be parked on the Condominium Property;
 - (d) No boats, rafts, canoes or other similar craft shall be allowed on the Condominium Property; and
 - (e) Unit owners and their guests must park in the parking places assigned to that particular Unit
 - (f) All parking facilities shall be used in accordance with regulations adopted by the Board.
10. All balconies and decks shall be kept in an orderly, clean, and sanitary fashion at all times. Consistent with the foregoing, the placement of any chairs, benches, and tables on same shall be of such a number, nature and type as are customarily used for leisure purposes and in all cases subject to the Board's prior written approval. No other goods, materials, awnings, fixtures, paraphernalia or the like are to be affixed, placed or stored on said decks or balconies except with

the Board's prior approval. No trash, rubbish, garbage or debris shall be kept or placed in any patio or deck area.

11. No Unit Owner shall make or permit any disruptive noises or noxious fumes in the buildings, or permit any conduct of any persons that will interfere with the rights, comforts or convenience of other residents. No Unit Owner shall play or permit to be played any musical instrument, or operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit, porch, balcony or patio in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time which disturbs other residents. All noise will be held at a subdued level between 10:00 PM and 7:00 AM.
12. No radio or television installation shall be permitted in a Unit, balcony or patio which interferes with the television or patio reception of another Unit. No antenna or aerial may be erected or installed by a Unit owner on the roof or exterior walls of the buildings. If same is erected or installed, it may be removed, without notice, by the Board at the cost of the Unit Owner installing same. Citizens band and ham radio installations shall be prohibited.
13. No sign, advertisement, notice or other lettering, shall be exhibited, displayed, inscribed, printed or affixed in, on or upon any part of a Unit which may be seen from the Common Areas. No awning, canopy, shutter or other projection shall be attached to or placed upon the outside walls, balconies, patios or roof of the buildings unless approved by the Board.
14. Cooking shall be allowed only in the kitchen of each Unit and on those Common Elements of the Condominium Property which are designated by the Board for such use.
15. No signs, pictures, banners, posters or other objects of any nature shall be displayed from, affixed to, or painted upon a Unit or the Common Elements. This rule precludes such types within a Unit which are visible from outside of the Unit. Unit Owners may place their names only in such places outside their Units as may be provided for by the Association.
16. No Unit Owner shall permit any condition to exist which shall induce, breed or harbor plant diseases or noxious insects.
17. No flammable, combustible, or explosive fluid, chemicals or substances shall be kept in any Unit, balcony or patio, except as may be required for normal household or permitted business use.
18. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by:
 - (a) Removing all furniture, plants and other objects from his patio(s) and balcony; and
 - (b) Designating a responsible firm or individual, subject to Association approval, to care for his Unit, porch, balcony, and patio(s), should the Unit and/or its patio(s) or balcony suffer hurricane damage, and furnishing the Association with the name of each such firm or individual, which firm or individual shall contact the Association for permission to install or remove hurricane shutters.
19. Food and beverages may not be consumed outside of a Unit and its appurtenant patio(s) or balcony except in designated areas.
20. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the roofs, exterior walls, patios, patio walls and fences or fence gates, doors, balconies or windows of the buildings, nor shall any Unit Owner screen or otherwise enclose his balcony or patio

21. Nothing other than balcony-type furniture and plants may be kept on patios or balconies.
22. The keeping of pet. may be authorized by the Board of Directors as a conditional license and not a right, subject to the rules and regulations adopted by the Association with respect to same, revocable upon a finding by the Association that such pet is an unreasonable source of annoyance or danger to others. No animal. or pets of any kind shall be kept in any Unit or any part of the Condominium Property, except for those animals or pets as may be authorized with the Board's prior written consent. In all circumstances, such pets must have the Association's conditional license. No pet shall be allowed to make unreasonable amount of noise that would constitute a nuisance. No structure for the care, housing of confinement of any such animal shall be maintained so as to be visible front any neighboring property. Those animals which may be expressly authorized by the Association shall be kept as a conditional license, and not by right, revocable upon a finding, which finding by the Association shall be final, that such animal is an unreasonable source of annoyance or danger. In no event shall and animal be permitted in any portion of the Common Elements unless carried or on a leash under any circumstances. Dogs and cats, if permitted, may be walked only in designated areas.
23. No drilling of floors, patios, exterior walls, or ceilings is allowed for attachment or hanging of any material including without limitation planters and hammocks without the Board's prior written approval.
24. No door mats may be placed outside of a Unit and no ornament or decorations may be hung on the exterior walls, gates or fences of the patios or balconies.
25. No commercial or business purpose shall be conducted or solicited in any Unit
26. No Unit Owner may install or permit to be installed any window air conditioning unit in his Unit or in the Common Elements.
27. No Unit Owner may schedule the moving of furniture or furnishings into or out of the Condominium unless the move has been scheduled with the Management Company, as the case may be, in order to assure availability of parking and access.
28. No Unit Owner shall attach any film or sun-reflective device or matter to the glass windows and glass doors of a Unit, except with the Board's prior. written approval.
29. Pool area is limited to Unit Owners of Harbour Place Condominium, their guests, and their renters. The number of invited guests is limited to 4 per Unit.
30. Those Unit Owners who violate these rules shall be responsible for all costs incurred by the Association, including, court costs and a reasonable attorney's fee, in the process of rectifying the non-compliance and may be fined to the maximum allowable under F.S.S. 718 in compliance with the fining procedure of the Harbour Place Condominium Association. These costs shall also include the removal of all articles, vehicles and substances from the Condominium Property which were placed thereon in violation of these rules.
31. All Unit Owners shall comply with all covenants, rules and regulations in the Truman Annex Covenants.

32. Contractor Regulations

a. Operating Hours

7:30 AM - 5:30 PM, Monday through Friday

No work is to be performed on weekends without prior Board Approval.

All requests must be submitted at least 72 hour's in advance;

Requests must contain:

- proposed working hour's
- names of all workers
- vehicle type
- unit number where work is performed
- description of work to be performed.

B. Restrictions

Vehicles may only be parked in the outer parking lot of the Annex Building.

Workers may load/unload materials and tools in front of lobby areas, 15 minutes maximum time allowed.

No vehicles may be left on property overnight without prior board approval, any vehicle found on property after hours without approval will be towed.

All exterior building doors must be kept closed and secured at all times.

All interior/exterior unit doors must be kept closed during periods of construction.

All Hallways and other Common Areas must be cleaned of all construction debris daily.

Under no circumstances are contractor's allowed to hang out on the Condominium Property.

All workers must wear proper attire at all times.

These guidelines must be adhered to at all times. Any infraction will result in a fine or loss of the right to access the condominium property. The procedure will be as follows:

*1st violation - Verbal warning

*2nd violation -Written warning

*3rd violation -Maximum fine allowed by F.S.S.. 718 and or loss of the right to access the Condominium Property.

Harbour Place Condominium Documents

Declaration of Condominium

Article IX

UTILIZATION; RESTRICTIONS

- A. Residential Purposes. All Units shall be used for single - family residential purposes only. Occupancy for 2-, 3- and 4-bedroom Units shall be limited to not more than 5, 7 and 8 persons, respectively. or such lesser provided in the Rules and Regulations adopted by the Board from time to time.
- B. Ownership by Individuals. where title to a Unit shall be held in the name of an individual (with or without spouse) jointly with another individual (with or without spouse). the Unit Owners shall by certificate delivered to the Secretary of TAMPOA and to the Secretary of the Association, designate one (1) family as the occupant entitled to use the Unit.
- C. Ownership by corporations or Other Business Entities. Whenever any Unit is owned by a corporation or other business entity (hereinafter generically referred to "corporation" or "corporate member"), such corporation shall permit use thereof only by its principal officers, directors or other guests; provided, however, that such corporation shall deliver to the Association in written statement designating the name of the person(s) entitled to use such Unit together with a written covenant by such person(s) to the Association, agreeing to comply with the provisions of this Declaration, the By-Laws and the Rules and Regulations, and acknowledging that the right of such person(s) to use such Unit shall exist only so long as the corporation shall continue to be a Member of the Association. Upon demand by the association to any corporate member to remove any person(s) using such corporation's Unit for failure of such user to comply with the provisions of this Declaration, the By-Laws and/or the Rules and Regulations or for any other reason, the corporate member shall forthwith cause such user to be removed; failing which, the Association, as agent of the corporate member. May take such action at it may deem appropriate to accomplish such removal. All such action by the Association shall be at the cost and expense of such corporation which shall reimburse the Association therefor upon demand, together with any attorney's fees the Association may have incurred for such removal. Anything stated herein to the contrary notwithstanding. The provisions of this section do not apply to Developer.
- D. Children. Children shall be allowed to occupy a Unit as permanent residents.
- E. Temporary Gratuitous Guests. A Unit Owner who shall desire to allow a temporary gratuitous guest to reside within his Unit during periods of time wherein the Unit Owner shall not be present shall furnish to the Secretary of TAMPOA and to the Secretary of the Association, advance written notice of said guest, said notice to include the name(s) of the guests and their arrival and departure date.
- F. Pets. All pets are prohibited generally from the Condominium notwithstanding less restrictive provisions in the Truman Annex Covenant. The keeping of pet. may be authorized by the Board of Directors as a conditional license and not a right, subject to the rules and regulations adopted by the Association with respect to same, revocable upon a finding by the Association or by TAMPOA that such pet is an unreasonable source of annoyance or danger to others. Consistent with the foregoing. no animal. or pets of any kind shall be kept in any Unit or any part of the Condominium

Property, except for those animals or pets as may be authorized with the Board's prior written consent.

- G. Leasing. Units may only be leased in accordance with the By-Laws and rules and regulations of TAMPOA.
- H. General Restrictions, The Units and the Common Element. (Including Limited Common Elements) shall be subject to the restrictions, easements, conditions, and covenants prescribed and established in this Declaration, the By-Laws and the Rules and Regulations, governing the use of the Units and Common Element. and setting forth the obligations and responsibilities incident to ownership of each Unit, The Units and the Common Elements further shall be subject to the Truman Annex Covenants and all laws, zoning ordinances and regulations of governmental authorities having jurisdiction over the Condominium.
- I. Prohibited Uses, No immoral, improper, offensive or unlawful use shall be made. of any Unit or of the Common Elements, or any part thereof, No Unit Owner shall permit or suffer anything to be done or kept in his Unit or the Common Elements which would: (1) increase the rate of insurance on the Condominium; (2) obstruct or interfere with the rights of other occupants of the Condominium; (3) annoy other occupants by unreasonable noises or otherwise create a nuisance; (4) interfere with the peaceful possession and proper use of any other Unit or of the Common Elements; or (5) violate any governmental law, ordinance or regulation, No item of any kind shall be affixed or attached to or permanently placed on the Common Elements (including Limited Common Elements) without the prior written consent of the Board, No boat. or trailers, trucks, uncovered motorcycles, mobile homes, campers, recreation vehicles or commercial vehicles may be parked in the Condominium Property except for commercial vehicles at the Condominium for service calls or owned by the Association or Developer.
- J. Prohibition of Subdivision of Unit, No Unit shall be subdivided or broken into smaller part. than as shown in Exhibit 8, nor shall any Unit or portion thereof be added to or incorporated into any other Unit, except as provided in Article VI, Section 5.
- K. Time-Share Estates, No time-share estates shall be created with respect to any Unit,
- L. Prohibition of Separation of Common Elements, Common Interests or Easement. from Unit. Any attempt to separate the fee title to a Unit from the undivided interest in the Common Elements and/or in the Common Surplus appurtenant to such Unit or from the easements appurtenant to such Unit shall be null and void, No Unit Owner may assign, hypothecate or transfer in any manner his share in the funds and assets of the Association as an appurtenance to his Unit.
- M. Window Coverings, No Unit Owner shall install or affix any curtains, drapes, film or any other type window covering without first obtaining the written approval of the Association,
- N. Sign, No 'For Sale' or "For Rent" signs or other displays or advertising shall be maintained on the Condominium Property, except that Developer specifically reserves the right to place and maintain 'For Sale' or 'For Rent' signs in connection with any unsold or unoccupied Unit it may from time to time own.

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CERTIFICATE OF AMENDMENT
TO
BY-LAWS
OF
HARBOUR PLACE CONDOMINIUM ASSOCIATION, INC.

WHEREAS, the Declaration of Condominium of Harbour Place Condominium Association, Inc. was duly recorded in Official Records Book 1129 at Page 0412 of the Public Records of Monroe County, Florida; and

WHEREAS, Harbour Place Condominium (hereinafter the "Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, at a duly called and convened Annual Meeting of the membership of the Association held on March 25, 1995, the amendment to the By-Laws as set out in Exhibit "A" attached hereto and incorporated herein were duly approved by a vote of the membership in excess of that required by the pertinent provisions of said By-Laws.

NOW, THEREFORE, the undersigned hereby certifies that the amendment to the By-Laws as set out in Exhibit "A" attached hereto and incorporated herein is a true copy of the amendment as approved by the requisite percentage of the membership of the Association.

WITNESS my signature hereto this 1st day of April, 1995 at Key West, Florida.

HARBOUR PLACE CONDOMINIUM ASSOCIATION, INC.

Stephanie Skoko Rains
Witness

BY: Vince Melendy
Vince Melendy, President (Seal)

Delores P. Henry
Witness

ATTEST: James J. [Signature]
Secretary

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 1st day of April, 1995 by Mr. Melendy & Mrs. [Signature] the President & Sec of Harbour Place Condominium Association, Inc. a Florida not-for-profit corporation, on behalf of the corporation. Who is personally known to me or has produced () as identification and who did/did not take an oath.

Stephanie Skoko Rains (SEAL)
NOTARY PUBLIC SIGNATURE
STATE OF FLORIDA AT LARGE

My commission expires:

STEPHANIE SKOKO RAINS
MY COMMISSION # CC265606 EXPIRES
March 14, 1997
BONDED THRU TROY FAIR INSURANCE, INC.

THIS INSTRUMENT PREPARED BY:

DAVID H. ROGEL, ESQUIRE
BECKER & POLIAKOFF, P.A.
6161 BLUE LAGOON DRIVE
SUITE 250
MIAMI, FLORIDA 33126

STEPHANIE SKOKO RAINS
PLEASE PRINT OR TYPE NOTARY SIGNATURE

FILED FOR RECORD
MAY - 2 P 3:52

EXHIBIT "A"

AMENDMENT
TO
THE
BY-LAWS
OF
HARBOUR PLACE CONDOMINIUM ASSOCIATION, INC.

(Additions shown by underlining; deletions shown by "---")

1. Amendment to Article III, Section A of the By-Laws as follows:

"A. Authority and Composition.

The affairs of the Association shall be governed by a Board of Administration consisting of a minimum of three (3) persons and a maximum of five (5) persons, all of whom shall be members of the Association, ~~at least two (2) of whom shall be members of the Association.~~"

B. ~~Representation.~~

~~When members other than Developer own fifteen percent (15%) or more of the units in the condominium, such members shall be entitled to elect not fewer than one third (1/3) of the persons on the Board of Administration. Unit owners shall be entitled to elect not fewer than a majority of the Administrators upon the occurrence of the first of the following events:~~

~~1. Three (3) years after fifty percent (50%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;~~

~~2. Three (3) months after ninety percent (90%) of the units that will be operated ultimately by the Association have been conveyed to purchasers;~~

~~3. When all the units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others is being offered for sale by Developer in the ordinary course of business; or~~

~~4. When some of the units have been conveyed to purchasers and none of the others is being constructed or offered for sale by Developer in the ordinary course of business.~~

~~Developer shall have the right to elect a majority of the Administrators until the occurrence of any of the above events. Developer shall be entitled to elect at least one (1) Administrator as long as Developer holds for sale in the ordinary course of business at least five percent (5%) of the units in the Condominium.~~

~~The rights of reserved to Developer to elect and maintain Administrators may be assigned to and exercised by Developer's successor(s) in interest.~~

C B. Election Procedures, Generally.

All members of the Board of Administration shall be elected annually at the Annual Meeting of the members of the Association. Board members shall be elected in accordance with Chapter 718 Florida Statutes, as amended from time to time. The following procedures shall be

~~followed in connection with any such election: All administrators not chosen by Developer shall be elected at the annual meeting of the members of the Association immediately following Developer's election of Administrators. Member elected Administrators shall be elected in the following manner:~~

~~1. The number of members to be elected to the Board of Administration at any annual meeting shall be determined by a vote of the membership at the last preceding membership meeting (either the preceding annual meeting or any special meeting called for this purpose). A nominating committee of three (3) members shall be appointed by the Board not less than thirty (30) days prior to the annual meeting of the members. The committee may nominate one or more persons for each available position. Members also may be nominated from the floor at the annual meeting.~~

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

Recorded in Official Records,
Dade County, Florida
Record verified
DANIEL L. KOLBACH
Clerk Circuit Court.

HARBOUR PLACE CONDOMINIUM ASSOCIATION, Inc.

201 Front Street, Suite 103 Key West, Florida 33040
305/296-0556 305/293-0251 facsimile e-mail: tampoa@keysdigital.com

REFERENCE: File #636438, OFF REC 1129
PAGE 0412

MONROE COUNTY PUBLIC RECORDS

February 8, 2000

The General Membership approved the following amendments to the Association's By-Laws by unanimous vote at the annual meeting of the Association held on January 29, 2000.

Amend Association By-Laws ARTICLE III Board of Administration, Section A. Authority and Composition:

The affairs of the Association shall be governed by a Board of Administration consisting of a minimum of three (3) persons and a maximum of five (5) persons, all of whom shall be members of the Association.

Amend Association By-Laws ARTICLE III Board of Administration, Section E. Terms of Office, replace entire section as follows:

At the annual meeting in 2001, five Administrators will be elected and the Board will select staggered terms as follows. Thereafter at each annual meeting of the Association, Administrators, equal in number to those whose terms are expiring, will be elected for terms of three years each.

- Two Administrators will be selected for three year terms.
- Two Administrators will be selected for two year terms.
- One Administrator will be selected for a one year term.

Administrators shall serve on the Board until successors are duly elected and qualified, or as provided herein or by law. Any person serving as an Administrator may be re-elected, and there shall be no limitation on the number of terms during which each may serve.

WITNESSES:

Melissa T. Blazevic
P. Alex's Zdanow, PA.

Print Name: Melissa T. Blazevic

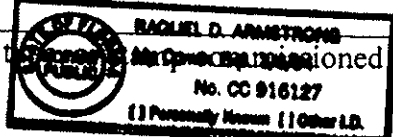
Print Name: P. Alex's Zdanow, PA.

By: *Jane Sweeney*
Name: Jane Sweeney
Title: President
Address: 201 Front St.
Key West, FL 33040

STATE OF FLORIDA
COUNTY OF MONROE

Sworn to or affirmed and signed before me on this the 2nd day of August,
2000, by Joane Sweeney, _____ of HP Condo
_____ a Florida not-for-profit corporation, on behalf of the corporation.

Rachel D. Armstrong
NOTARY PUBLIC, STATE OF FLORIDA

Print, the _____ name of notary

No. CC 916127
 Personally Known Other I.D.

Personally known
 Produced identification
Type of identification produced _____

MONROE COUNTY
OFFICIAL RECORDS

This instrument was prepared by:
DAVID H. ROGEL, ESQUIRE
BECKER & POLIAKOFF, P.A.
121 Alhambra Plaza, 10th Floor
Coral Gables, Florida 33134

Doc# 1744472
BK# 2415 Pg# 797

**CERTIFICATE OF AMENDMENT
TO THE BY-LAWS OF
HARBOUR PLACE CONDOMINIUM ASSOCIATION, INC.**

WHEREAS, the Declaration of Condominium Establishing Harbour Place, a Condominium, was recorded at Official Records Book 1129 at Page 0412, of the Public Records of Monroe County, Florida; and

WHEREAS, Harbour Place Condominium Association, Inc. ("Association") is the entity responsible for the operation of the aforementioned condominium; and

WHEREAS, the By-Laws of the Association were attached to the Declaration as Exhibit E and recorded therewith (the "By-Laws"); and

WHEREAS, at the Annual Meeting of Harbour Place Condominium Association, Inc., held on January 23, 2009, the requisite percentage of the membership approved the amendment to the By-Laws which amendment is attached hereto and made a part hereof as Exhibit "A".

NOW, THEREFORE, the undersigned hereby certifies that the amendment as set out in Exhibit "A" attached hereto and incorporated herein is a true and correct copy of the amendment as approved.

WITNESSETH my hand and signature hereto this 20th day of April, 2009 at Monroe County, Florida.

**HARBOUR PLACE CONDOMINIUM
ASSOCIATION, INC.**

By: Anthony G. Marcussen
Anthony G. Marcussen, President

S. L. Hellstrom
Witness

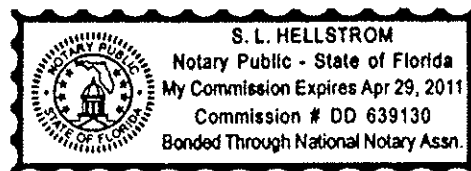
STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 20th day of April, 2009 by Anthony G. Marcussen, as President of Harbour Place Condominium Association, Inc., who is personally known to me or have produced () as identification and who did/did not take an oath.

My commission expires: 4.29.11

S. L. Hellstrom (SEAL)
Notary Public State of Florida at Large

S. L. Hellstrom
PLEASE PRINT OR TYPE NOTARY SIGNATURE



AMENDMENT OF THE BY-LAWS OF
HARBOUR PLACE CONDOMINIUM ASSOCIATION, INC.

(Additions shown by underlining, deletion shown by ~~strike-throughs~~)

Amendment to Article III, Sections B, D and E to modify the method by which Board Members are elected pursuant to a previously adopted amendment and to make the process consistent with changes in Florida law as follows:

ARTICLE III – BOARD OF ADMINISTRATION

* * * * *

B. Election Procedures, Generally.

~~All members of the Board of Administration shall be elected annually at the Annual Meeting of the members of the Association. Board members shall be elected in accordance with Chapter 718 Florida Statutes, as amended from time to time. The following procedures shall be followed in connection with any such election:~~

~~1. The number of members to be elected to the Board of Administration at any annual meeting shall be determined by a vote of the membership at the last preceding membership meeting (either the preceding annual meeting or any special meeting called for this purpose).~~

~~2. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast. Each person voting shall be entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.~~

Election of members of the Board of Administration shall be through the procedure set forth in Chapter 718, Florida Statutes (the Condominium Act) as amended and renumbered from time to time.

* * * * *

D. Vacancies.

~~Vacancies in the Board may be filled, until the date of the next annual meeting for the remaining unexpired term, by selections by the remaining Administrators except that should any vacancy in the Board be created in any position previously filled by a person elected by Developer, such vacancy shall be filled by Developer electing by written instrument delivered to any officer of the Association.~~

E. Terms of Office:

~~At the annual meeting in 2001, five Administrators will be elected and the Board will select staggered terms as follows. Thereafter at each annual meeting of the Association, Administrators, equal in number to those whose terms are expiring, will be elected for terms of three years each.~~

~~Two Administrators will be selected for three year terms.
Two Administrators will be selected for two year terms.
One Administrator will be selected for a one year term.~~

At the Annual Meeting and Election of Directors in 2009, the terms of the two (2) Administrators that expire will be filled by electing two (2) Administrators for a one (1) year term. At the Annual Meeting and Election of Directors in 2010, the terms of the four (4) Administrators that expire will be filled, with the three (3) candidates who receive the highest vote total being elected for a two (2) year term and the candidate with the fourth highest vote total to be elected for a one (1) year term. Thereafter, in 2011 and subsequent years, the terms of Administrators being elected shall be two (2) years. To the extent only four (4) persons desire to be a candidate for the Board of Administration in 2011, there shall nonetheless be a vote of the membership to determine which candidates receive a two (2) year term. If there are three (3) or less candidates, the Administrator shall determine amongst themselves the terms of those offices and fill any vacancies accordingly. Administrators shall serve on the Board until successors are duly elected and qualified, or as provided herein or by law. Any person serving as an Administrator may be re-elected, and there shall be no limitation on the number of terms during which each may serve.

MIA_DB: H11013/35295:1074922_2

STATE OF FLORIDA
COUNTY OF MOROE



This Copy is a True Copy of the Original on File in this Office. Witness my hand and Official Seal.

This 1st day of June

A.D., 20 09
DANNY L. KOLHAGE
Clerk Circuit Court

By [Signature] D.C.

MONROE COUNTY
OFFICIAL RECORDS

Regulations Concerning Pets in Harbour Place Condominium

1. All pets are prohibited generally from the Truman Annex notwithstanding less restrictive provisions in the Association Covenants.
2. The keeping of pets may be authorized by the Board of Directors as a conditional license and not a right, subject to the rules and regulations adopted by the Association with respect to same, revocable upon a finding by the Association that such pet is an unreasonable source of annoyance or danger to others.
3. Consistent with foregoing, no animals or pets of any kind shall be kept in any unit or any part of the Condominium Property, except those animals or pets as may be authorized with Board's prior written consent.
4. No animal or birds, other than those generally recognized as house pets shall be maintained in any unit or any part of the Condominium Property without prior written permission of the association. In all circumstances, such animals and birds must be registered with the Association.
5. Those animals, which may be expressly authorized by the Association, shall be kept as a conditional license, not a right, revocable upon finding, which finding by the Association shall be final, that such an animal is an unreasonable source of annoyance or danger.
6. Only owners are permitted to have pets in the Condominium. Renters, guests and visitors are prohibited from having pets in the Condominium.

May 7, 2012 Board of Directors approved the following:

With approval from the Harbour Place Board of Directors tenants of three months or more may have one cat or one dog. All other regulations concerning pets in Harbour Place Condominium will apply.

7. Owners must provide the Association with proof of current vaccinations against rabies and distemper (dogs), and rabies, distemper and feline leukemia (cats) prior to issuance of license to have the pet within Harbour Place Condominium. Such proof of current vaccinations must be on file in the Condominium office and must be maintained current.
8. Photographs of the pets must be provided to the Association prior to the issuance of the license.
9. Any attack (bite) by a pet on an owner, resident or guest of Harbour Place Condominium, or on a pet of an owner of Harbour Place Condominium must be reported to the Condominium office.
10. The Board will issue a written warning to the owner of a pet committing an attack (bite) on an owner, resident or guest of Harbour Place Condominium. Or a pet of an owner of a unit with Harbour Place Condominiums.

11. The Board may, at the discretion of the Board, require that a pet committing such an attack (bite) on an owner, resident or guest of Harbour Place Condominium or on a pet of an owner of a unit in Harbour Place Condominium be removed from the Condominium or muzzled when in the common elements of the Condominium.
12. No pet shall be allowed to make unreasonable amount of noise that would constitute a nuisance.
13. Pets are not permitted in the pool area.
14. Guide dogs and support dogs of non-owners will be allowed to reside in the Condominium providing that proof of the required training and current vaccinations is provided to the Condominium office at least one week prior to the arrival of the dog on the Condominium property. Such dogs are covered by all of the regulations relative to the presence of pets in the Condominium.
15. Only two (2) pets are permitted in any condominium unit.
16. No structure for the care, housing, or confinement of any such animal shall be maintained so as to be visible from any neighboring property.
17. In no event shall an animal be permitted in any portion of the Common Elements unless carried or on a leash. Leashes are to be no longer than six (6) feet in length.
18. Pets, if permitted, may be walked only in designated areas.
19. Dog waste must be picked up and disposed of properly and promptly.
20. Pets must be regularly treated for fleas.

Violations of these rules will result in \$100.00 fine per day and up to \$1,000.00 per notice.

Owners are encouraged to call Security 294-3995 and/or the Administrative office 296-0556 to report apparent violations.