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and,

WHEREAS, at a duly called and noticed meeting of the membership of Whisper Walk Section A Association, Inc., a Florida not-for-profit corporation, held on **March 21, 2001**, the aforementioned Replat Declaration was amended pursuant to the provisions of said Replat Declaration; and

NOW, THEREFORE, the undersigned hereby certify that the following amendments to the Replat Declaration is a true and correct copy of the amendments as amended by the membership:

(SEE ATTACHED HERETO)

WITNESS my signature hereto this 8th day of May, 2001, at Boca Raton, Palm Beach County, Florida.

WHISPER WALK SECTION A ASSOCIATION, INC.

By: Clare Feldman President

Witness  
LEON SEIGEL  
(PRINT NAME)

Attest: Ruth Furman Secretary

Witness  
SHIRLEY SIMON  
(PRINT NAME)

STATE OF FLORIDA :

COUNTY OF PALM BEACH :

The foregoing instrument was acknowledged before me this 8th day of May, 2001, by Clare Feldman and Ruth Furman, as President and Secretary

respectively, of Whisper Walk Section A Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. They are personally known to me, or have produced \_\_\_\_\_ as identification and did take an oath.

(Signature)

(Print Name)

Notary Public, State of Florida at Large

190126\_1



Joanna Jensen  
MY COMMISSION # CC715626 EXPIRES  
May 1, 2002  
BONDED THRU TROY FAIR INSURANCE, INC.

This is not a certified copy

**AMENDMENTS TO THE  
REPLAT DECLARATION  
FOR  
SECTION A OF WHISPER WALK**

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

**ARTICLE V**

**COVENANT TO PAY ASSESSMENTS FOR SECTION A OPERATING  
EXPENSES; ESTABLISHMENT AND ENFORCEMENT OF LIENS;  
CERTAIN RIGHTS OF DEVELOPER AND MORTGAGEES**

**A. Affirmative Covenant to Pay Section A Operating Expenses**

In order to (i) fulfill the terms, provisions, covenants and conditions contained in this Subject Replat Declaration; and (ii) maintain, operate and preserve the Section A Recreation Area, Grassed Areas, Drives, Parking Areas and any other Association Property for the use, safety, welfare and benefit of the Section A Owners and their guests, invitees, lessees and licensees, there is hereby imposed upon each "Contributing Unit" within Section A ("Section A Contributing Unit") and each owner of a Section A Contributing Unit ("Section A Contributing Unit Owner") the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all "Assessments" (as hereinafter provided) including, but not limited to, the "Individual Assessments", "Guaranteed Assessments" and "Special Assessments" as hereinafter provided. The documents by which a portion of Section A is submitted to the condominium form of ownership ("Condominium Documents") shall recognize that all of the covenants set forth in this Subject Replat Declaration including, but not limited to, the obligations to pay Section A Operating Expenses as herein set forth shall run with the land submitted to such condominium form of ownership with any Assessments made pursuant to this Subject Replat Declaration against any Dwelling Unit constituting part of such condominium being deemed a Common Expense of such condominium and assessable against all of the property so submitted to the condominium form of ownership ("Condominium Property") as a whole and against the Association responsible for the operation thereof. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Dwelling Unit within Section A, whether or not it shall be so expressed in such deed or instrument, shall be personally obligated and agrees to pay to the Association all Assessments for Section A Operating Expenses in accordance with the provisions of the Section A Documents. No Section A Owner may

(Additions shown by "underlining",  
deletions shown by "~~strikeout~~")

exempt himself from personal liability for Assessments or release the Dwelling Unit owned by him from the liens and charges hereof, by waiver of the use of the Condominium Property or by abandonment of his Dwelling Unit. The Association may at any time require Contributing Unit Owners to maintain a minimum balance on deposit with the Association to cover future installments of Assessments.

**B. Establishment of Liens**

Any and all assessments made by the Association in accordance with the provisions of this Subject Replat Declaration or any of the Section A Documents ("Assessments") with interest thereon from the date due at the highest rate allowed by law from time to time and costs of collection, including, but not limited to, reasonable attorneys' fees as hereinafter provided and late charges or fees are hereby declared to be a charge and continuing lien upon the Section A Contributing Units against which each such Assessment is made. Each Assessment against a Section A Contributing Unit, together with interest thereon at the highest rate allowed by law, late fees, and costs of collection thereof, including, but not limited to, reasonable attorneys' fees as hereinafter provided, shall be the personal obligation of the Section A Contributing Unit Owner of such Section A Contributing Unit and such obligation shall not pass as a personal obligation to successors in title. Said lien shall be effective upon the recordation amongst the Public Records of the County of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed and said lien shall be effective from and shall relate back to the date of the recordation and establishment of the Declaration of Condominium for the Condominium within which the Dwelling Unit is located except as otherwise provided in the Condominium Act from time to time with respect to first mortgagees. Successors in title shall take title subject to the continuing lien for Assessments as well as any recorded lien. A Dwelling Unit Owner is jointly and severally liable with the previous Dwelling Unit Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Dwelling Unit Owner may have to recover from the previous Dwelling Unit Owner the amounts paid by such Dwelling Unit Owner. The Dwelling Unit Owner acquiring title to the Dwelling Unit shall pay the amount owed to the Association with respect to such Dwelling Unit which came due prior to transfer of title within thirty (30) days of such transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Dwelling Unit and proceed for the collection of the unpaid assessments. Upon full payment of all sums secured by the Association's lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Where a First Mortgagee of record obtains title to a Section A Contributing Unit as a result of foreclosure of its mortgage or deed in



lieu of foreclosure, such acquirer of title, its successors or assigns, shall be liable for the share of Assessments pertaining to such Section A Contributing Unit or chargeable to the former Section A Contributing Unit Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, except as otherwise provided by the Act. However, this amendment shall not affect the liability or priority of any First Mortgagee of record whose first mortgage was recorded against a Dwelling Unit prior to the effective date of this amendment. The provisions of Chapter 718.116(6), Florida Statutes, with respect to any first mortgagee, may be incorporated in the applicable Condominium Documents establishing the condominium form of ownership in Section A, if any.

### C. Collection of Assessments

Assessments shall be due and payable upon the first day of each quarter of each year, or as otherwise designated by the Association Board (but not less frequently than quarterly), whether or not a bill for such has been sent to each Section A Contributing Unit Owner by the Association. In the event any Section A Contributing Unit Owner shall fail to pay any Assessment, or installment thereof, charged to such Section A Contributing Unit Owner within ten (10) days after the same becomes due, then the Association, through its Association Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

1. To charge interest on such Assessment from the date it becomes due at the highest rate allowed by law from time to time, as well as a late charge of Twenty-Five Dollars (\$25.00) or five percent (5%) of the delinquent assessment installment, whichever is greater, or such greater amount allowed by law from time to time.

2. To accelerate the entire amount of any Assessments for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments, upon notice thereof to the Contributing Unit Owner in default, whereupon, the entire unpaid balance of the Assessment shall become due upon the date stated in the notice (which date shall not be less than ten (10) days after the date of the notice) and which accelerated Assessments shall be secured by the Association's lien. In the event any Assessment, or installment thereof, is not paid within ten (10) days after its respective due date, the Association, through the Association Board, may proceed to enforce and collect the said Assessment against the Contributing Unit Owner owing the same, including, without limitation, accelerating the entire unpaid balance.

3. To advance on behalf of the Section A Contributing Unit Owner(s) in default funds to accomplish the needs of the Association up to and including the full amount for which such Section A Contributing Unit Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof, including, but not limited to, reasonable attorneys' fees and late fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.

4. To file an action in equity to foreclose its lien at any time after the effective date thereof pursuant to the provisions of applicable law. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property..

5. To file an action at law to collect said Assessment plus interest at the highest rate allowed by law from time to time plus court costs, late fees and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Association.

6. Operating Expenses shall at all times be assessed to each Section A Dwelling Unit as more particularly described in the Declaration.

D. Rights of Mortgagees to Pay Assessments and Receive Reimbursement

Any First Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Section A Contributing Units. Further, any First Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Section A Operating Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Any First Mortgagees paying overdue Section A Operating Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus any costs of collection including, but not limited to, reasonable attorneys' fees and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each First Mortgagee who is so entitled to reimbursement.

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## ARTICLE VII

SECTION A OPERATING EXPENSES;  
CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Section A Recreation Area and the Association Property including Grassed Areas, Drives and Parking Areas, and of the Association are hereby declared to be Section A Operating Expenses which the Association is obligated to assess and collect and which the Section A Contributing Unit Owners are obligated to pay as provided herein or as may be otherwise provided in the Section A Documents:

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## J. Costs of Reserves

The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation and/or deferred maintenance of the Section A Recreation Area and the Grassed Areas, Drives, Parking Areas and any other Association Property and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Association Board from time to time shall be a Section A Operating Expense. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Section A Owner shall have any interest, claim or right to such Reserves or any fund composed of same. Pursuant to the provisions of the Act, the membership of the Association may vote annually to waive maintaining Reserves, or to maintain Reserves in an amount less than required by the Act. Notwithstanding the foregoing, with respect to any reserves maintained by the Association with respect to the Common Elements of any Section A Condominium (such reserves being distinguished from the other Reserves described above) a majority of the Unit Owners in the affected Section A Condominium may request, by written consent, that all or any portion thereof be used for another purpose or purposes, or be refunded to such Unit Owners, unless prohibited by applicable law. Such right shall be in addition to, and not in lieu of, any other rights of such Unit Owners under applicable law with respect to such reserve funds.

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## ARTICLE VIII

## INSURANCE AND CONDEMNATION PROCEEDINGS

The Association shall purchase the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Section A Operating Expenses:

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## B. Building Insurance

Insurance for the Condominium Property and all buildings constructed on the Section A Recreation Area or any Association Property in and for the interest of the Association, all Section A Owners and their mortgagees, as their interests may appear, with a company (or companies) acceptable to the standards set by the Association Board in an amount equal to one hundred percent (100%) of the "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs as determined annually by the Association Board exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. The Association shall not be required to insure Dwelling Unit floor coverings, wall coverings or ceiling coverings nor the following equipment if located within a Dwelling Unit and the Unit Owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, or built-in cabinets. The Association Board may determine the kinds of coverage and proper and adequate amount of insurance. Such insurance shall afford protection against at least the following:

1. loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage; and
2. such other risks as shall customarily be covered with respect to areas similar to the Condominium Property, Section A Recreation Area and any Association Property in developments similar to Section A in construction, location and use.

The Association shall also may obtain, provided same is available and in the best interest of the Association as determined by the Board of Directors, flood

insurance sponsored by the federal government on all buildings constructed on the Section A Recreation Area or any Association Property.

Each Section A Owner shall be responsible for the purchase of casualty insurance for all of his personal property and all parts of his Dwelling Unit not insured by the Association.

Should it be required by a mortgagee or other interested party of a Dwelling Unit, the Association shall be responsible for obtaining, provided same is available, adequate flood insurance sponsored by the federal government for the Condominium Building in which the Dwelling Unit is located which cost thereof shall be borne equally by the affected Unit Owners in said Condominium Building as a Special Assessment.

#### C. Conditions of Insurance

All insurance purchased by the Association pursuant to this Article shall be subject to the following provisions:

1. ~~The First Mortgagee holding the highest dollar indebtedness on Dwelling Units in Section A ("Lead First Mortgagee") shall have the right to approve the form of such insurance policies, the amounts thereof, the company or companies which shall be the insurers under such policies, the insurance agent or agents and the designation of an "Insurance Trustee" (as hereinafter defined) and a successor Insurance Trustee, which approval shall not be unreasonably withheld or delayed. The Lead First Mortgagee shall be deemed to have approved the Insurance Trustee unless its written disapproval is received by the Association within thirty (30) days after notice from the Association of the identity of the proposed Insurance Trustee. The Association shall have the right to designate an insurance trustee ("Insurance Trustee") to act as an insurance trustee in the manner provided in this Subject Replat Declaration, which Insurance Trustee shall be a commercial bank or trust company which is authorized to do business in the State of Florida and which has its principal office in Palm Beach County, Broward County or Dade County, Florida, or the Association Board may designate the Association, as administered by the Board of Directors, as the Insurance Trustee, and thereafter, at any time and from time to time, the Association Board shall have the right to change the Insurance Trustee to another such bank or trust company or to the Association.~~

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4. The duty of the Insurance Trustee shall be to receive any and all proceeds from the insurance policies held by it as such Insurance Trustee

and to hold such proceeds in trust for the Association, Section A Owners and mortgagees under the following terms:

~~(a) In the event a loss insured under the policies held by the Insurance Trustee occurs to any improvements insured by the Association within any of the Dwelling Units without any loss to any improvements within the Common Elements, the Insurance Trustee shall immediately pay all insurance proceeds received as a result of such loss directly to the Section A Owners of the Dwelling Units damaged and their mortgagees, if any, as their interests may appear, and it shall be the duty of such Section A Owners to use such proceeds to effect the necessary repairs to the Dwelling Units and to return the Dwelling Units to their prior condition according to the standards required under the Section A Documents. The Insurance Trustee must rely upon the written statement of the Association as to whether a Dwelling Unit or a Common Element or both have suffered damage insured under any policies held by the Insurance Trustee.~~

~~(b)~~(a) In the event that of a an insured loss to any property insured by the Association of Five Thousand Dollars (\$5,000) or less, as determined by detailed estimates or bids for repair and reconstruction obtained by the Association Board, ~~occurs to any Common Elements or to any Dwelling Units and Common Elements which are contiguous,~~ the Insurance Trustee shall pay the proceeds received as a result of such loss to the Association. Upon receipt of such proceeds, the Association shall promptly cause the necessary repairs to be made to the Common Elements and to any such damaged property insured by the Association, ~~within the contiguous Dwelling Units.~~ In such event, should insurance proceeds be sufficient for the repair of the damaged Common Elements but insufficient for the repair of all of the damage to the property insured by the Association within the Dwelling Unit ~~(if any)~~ contiguous thereto, the proceeds shall be applied first to completely repair the Common Elements, and the balance of the funds shall be apportioned by the Association to repair the damage to the Dwelling Unit, which apportionment shall be made to each Dwelling Unit in the affected Section A Condominium in accordance with the proportion of damage sustained by each of such Dwelling Units as estimated by the insurance company or companies whose policies cover such damages. Any deficiency between such proceeds apportioned to a damaged Dwelling Unit and the cost of the repair of such damaged Dwelling Unit shall be made up by a Special Assessment against the Owner of such damaged Dwelling Unit. In the event the insurance proceeds are insufficient to pay for the cost of repair of the Common Elements the Association Board shall hold a special meeting to determine a Special Assessment against all of the Dwelling Units in the affected Section A Condominium to obtain any necessary funds to repair and restore the damaged Common Elements. Such Special Assessment need not be uniform as

to all Dwelling Units, but may be in accordance with such factors as the Association Board shall consider to be fair and equitable under the circumstances. Upon the determination by the Association Board of the amount of such Special Assessment, the Association Board shall immediately levy such Special Assessment against the respective Dwelling Units in the affected Section A Condominium setting forth the date or dates for payment of same. In the event the insurance proceeds are insufficient to pay for the cost of repair or restoration of any Section A Recreation Area or Association Property, the Association Board shall hold a special meeting to determine a Special Assessment against all of the Dwelling Units in all the Section A Condominiums to obtain any necessary funds to repair and restore the damaged Section A Recreation Area or Association Property.

(e)(b) In the event the Insurance Trustee receives proceeds in excess of Five Thousand Dollars (\$5,000) as a result of damages to any property insured by the Association, Common Elements or to any Dwelling Units and Common Elements which are contiguous, then the Insurance Trustee shall hold in trust all insurance proceeds received with respect to such damages, together with any and all other monies paid to the Insurance Trustee pursuant to the following subparagraph (c)(iii) and shall distribute such funds in the following manner:

(i) The Association Board shall obtain detailed estimates or bids for the cost of rebuilding and reconstruction of such damaged property for the purpose of determining whether such insurance proceeds are sufficient to pay for the same.

(ii) In the event the insurance proceeds are sufficient to rebuild and reconstruct all of such damaged improvements or if the insurance proceeds, together with the funds described in subparagraph (e)(i) below are sufficient for such purpose, then such damaged improvements shall be completely repaired and restored. The Association Board shall negotiate for the repair and restoration of such damaged Section A Condominium, and the Association shall negotiate and enter into a construction contract with a contractor to do the work on a fixed price basis or on any other reasonable terms acceptable to the Association Board, which contractor shall post a performance and payment bond with respect to such work. The Insurance Trustee shall disburse the insurance proceeds and other applicable funds held in trust in accordance with provisions for progress payments to be contained in such construction contract; provided, however, prior to any payment of such funds, the payees of such funds shall deliver to the Insurance Trustee any paid bills, waivers and releases of liens under any lien laws and executed affidavits required by law, the Association or any respective mortgagees.

(iii) In the event the insurance proceeds are insufficient to repair and replace all of the damaged improvements, the Association Board shall hold a special meeting to determine a Special Assessment against all of the Dwelling Units in the affected Section A Condominium ("Affected Units") to obtain any necessary funds to repair and to restore such damaged improvements. Such Special Assessment need not be uniform as to all Affected Units but may be in accordance with such factors as the Association Board shall consider to be fair and equitable under the circumstances. Under the determination by the Association Board of the amount of such Special Assessment, the Association Board shall immediately levy such Special Assessment against the respective Affected Units setting forth the date or dates of payment of the same, and any and all funds received from the Owners of the Affected Units pursuant to such Special Assessment shall be delivered to the Insurance Trustee and disbursed as provided in subparagraph (eb)(ii) immediately preceding. In the event the deficiency between the estimated cost of the repair and replacement of the damaged Section A Condominium and the insurance proceeds exceeds the sum of One Hundred Thousand Dollars (\$100,000), and three-fourths (3/4) of the Owners of the Affected Units advise the Association Board in writing on or before the date for the first payment thereof that they are opposed to a Special Assessment, then the Insurance Trustee shall divide the net insurance proceeds into equal shares and shall promptly pay each share of such proceeds to the Owners of the Affected Units and mortgagees of record thereof as their interests may appear (an "Insurance Proceeds Distribution"). In making such Insurance Proceeds Distribution to the Owners of the Affected Units and the mortgagees thereof, the Insurance Trustee may rely upon a certificate of an abstract company as to the names of the then Owners of the Affected Units and their respective mortgagees. In the event the insurance proceeds are insufficient to pay for the cost of repair or restoration of any Section A Recreation Area or Association Property, the Association Board shall hold a special meeting to determine a Special Assessment against all of the Dwelling Units in all the Section A Condominiums to obtain any necessary funds to repair and restore the damaged Section A Recreation Area or Association Property.

(d)(c) In the event that after the completion of and payment for the repair and reconstruction of the damage to the Section A Condominium, and after the payment of the Insurance Trustee's fee (if any) with respect thereto, any excess insurance proceeds remain in the hands of the Insurance Trustee, then such excess shall be disbursed in the manner of the Insurance Proceeds Distribution. However, in the event such repairs and replacements were paid for by any Special Assessment as well as by the insurance proceeds, then it shall be presumed that the monies disbursed in payment of any repair, replacement or reconstruction were first disbursed from insurance proceeds and any remaining



funds held by the Insurance Trustee shall be distributed to the Section A Owners in proportion of their contributions by way of Special Assessment.

(e)(d) In the event the Insurance Trustee has on hand, within ninety (90) days after any casualty or loss, insurance proceeds and, if necessary, funds from any Special Assessment sufficient to pay fully for any required restoration and repair with respect to such casualty or loss, then no mortgagee shall have the right to require the application of any insurance proceeds or Special Assessment to the payment of its loan. Any provision contained herein for the benefit of any mortgagee may be enforced by a mortgagee.

~~(f)(e) The party or parties responsible under this Article to pay any insufficiency of insurance proceeds shall also be responsible to pay the deductible which shall be regarded as part of such insufficiency. recipient of the insurance proceeds, whether the Association or Section A Owners, shall be responsible to pay the deductible.~~

(g)(f) Any repair, rebuilding or reconstruction of damaged Section A Condominiums shall be substantially in accordance with the architectural plans and specifications for (i) the originally constructed Section A Condominium, (ii) a previously reconstructed Section A Condominium, or (iii) new plans and specifications approved by the Association Board; provided, however, any material or substantial change in new plans and specifications approved by the Association Board from the plans and specifications of the previously constructed Section A Condominiums (except such as are required by applicable law or building codes) shall require approval by the Lead First Mortgagee.

(h)(g) The Association Board shall determine, in its sole and absolute discretion, whether damage or loss has occurred to improvements within Dwelling Units alone or to improvements within Common Elements contiguous thereto, or both.

5. The company (or companies) with which the Association shall place its insurance coverage, as provided in this Subject Replat Declaration, must be a good and responsible company (or companies) authorized to do business in the State of Florida. In addition, the insurance agent must be located in the State of Florida.

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## ARTICLE XIII

### SALES, LEASES AND CONVEYANCES

In order to assure a community of congenial and responsible Section A residents and thus protect the value of the Dwelling Units, the sale and leasing of Dwelling Units shall be subject to the following provisions until this Subject Replat Declaration is terminated in accordance with the provisions herein or elsewhere contained, or until this section of the Subject Replat Declaration is amended in the manner herein provided:

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#### C. Rights of First Mortgagee in Event of Foreclosure

Upon becoming the owner of a Dwelling Unit through foreclosure or by deed in lieu of foreclosure, a First Mortgagee, ~~or whomever shall acquire title to a Dwelling Unit as the result of a foreclosure sale by a First Mortgagee,~~ shall not require the approval of the Association as to its ownership of such Dwelling Unit. however, in the event said First Mortgagee which acquires title to a Dwelling Unit shall and shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Dwelling Unit, including the fee ownership thereof, without prior offer to or approval by the Board, and such sale, lease, mortgage or other transfer or transaction shall be subject to the provisions of Paragraphs A. and B. of this Article XIII, shall not apply to such persons. It is the intent hereof to provide that a first mortgagee, upon becoming the owner of a Dwelling Unit under the conditions set forth in the preceding sentence, is not required to have its ownership in a Dwelling Unit approved by the Association but shall be otherwise subject to the and that it is also free from the other restrictions of Paragraphs A. and B. of this Article XIII with regard to any type of sale, lease, mortgage or transfer of any interest in or to the Dwelling Unit. The acquisition of a Dwelling Unit by any other party as a result of any foreclosure sale or deed in lieu of foreclosure shall also be subject to the restrictions of Paragraphs A. and B. of this Article XIII.

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