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OFF. REC. 5670:1568

AMENDMENT OF CLARIFICATION TO DECLARATION OF CONDOMINIUM OF LAKE PLACE, A CONDOMINIUM

THIS AMENDMENT OF CLARIFICATION to that certain Declaration of Condominium of Lake Place, a Condominium, is executed this 16<sup>th</sup> day of November, 1988, by LAKE PLACE CONDOMINIUM ASSOCIATION, INC. ("Association") and THE SAVANNAHS, INC., successor in interest to the hereinafter described original developer of Lake Place, a Condominium (hereinafter referred to as the "Savannahs").

W I T N E S S E T H:

WHEREAS, on October 11, 1985, LAKESIDE HOMES, INC. (hereinafter referred to as "Lakeside"), as the original developer of the hereinafter described project, created a Phase Condominium by executing that certain Declaration of Lake Place, a Condominium (hereinafter referred to as the "Declaration"), as recorded October 24, 1985 in Official Records Book 4667, Page 918, and in Condominium Plat ("Plat") recorded in Plat Book 8, Pages 34-1 through 34-11, both in the Public Records of Hillsborough County, Florida, which said Declaration recites that Phases 1-5 (Units 1, 2, 3, 4 and 29-34) are submitted by said Declaration (the development contemplated by said Declaration is hereinafter referred to as the "Project"); and

WHEREAS, pursuant to Section 3.1(d) of the Declaration, Lakeside subsequently modified said Declaration to add additional phases and units of the Project to condominium ownership by virtue of the following described instruments, all recorded in the Public Records of Hillsborough County, Florida:

<u>OFFICIAL RECORDS BOOK</u>	<u>PAGE</u>	<u>Phase</u>	<u>Units</u>
4669	637	1-5	1,2,3,4, and 29-34
4692	1452	14,16,17 & 21	13,14, 17-20 27 and 28
4699	514	1,4,5,14, 16,17,21	1,2,31-34, 13,14,17-20, 27, and 28
4715	526	2,3	3,4,29 and 30
4730	1375	12 and 13	9-12

RICHARD AKE  
CLERK OF CIRCUIT COURT  
HILLSBOROUGH COUNTY

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OFFICE TO SWANEY AND MADDOCK, P.A.  
One Baywood Drive, Suite 1100  
200 North Orange Avenue  
Orlando, Florida 32801

2. Section 1.1 is amended to read as follows:

1.1 The Land. The Developer owns fee title to certain land located in Hillsborough County, Florida, as more particularly described in Exhibit 1 annexed hereto (the "Land") (the "Real Estate") and Phases 1 through and including 5 and the Parcel A Ingress-egress utility easement are hereinafter referred to as the "Land".

3. Section 1.3 is amended to read as follows:

1.3 Submission Statement. The Developer hereby submits the Land, the areas shown on Condominium Plat recorded in Plat Book 8, Pages 34-8, 34-9, and 34-10 labeled as (i) "Common Area No. 1", (ii) Common Area No. 2", and (iii) "Landscaped Area" and all easements, rights and appurtenances belonging thereto to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date hereof, subject to the exceptions listed in Exhibit 1 and subject to the easements, restrictions, reservations, conditions and limitations of recorded, record, and those permitted and excluded, under the terms of this Declaration, and the non-exclusive perpetual right and easement of the unsubmitted Phases to Use Common Area No. 1, Common Area No. 2, the Landscaped Area, the Parcel A Ingress, egress and utility easement, and other common areas in common with the submitted phases, for underground utilities and such other purposes and uses for which said areas were designed, said non-exclusive right and easement being hereby granted and reserved to be appurtenant to and run with the unsubmitted Phases.

4. Section 3.1(a) is amended to read as follows:

3.1 Identification of Units

3.1 (a) The development of the condominium shall occur in forty-five (45) phases. Graphic description of the phases and their relative locations is contained in Exhibit 3 attached hereto, but Exhibit 3 misnumbers the Phases and the Condominium Plat recorded in Book 8, Pages 34-8, 34-9, and 34-10, Public Records of Hillsborough County, Florida correctly identifies the Phases and shall control over Exhibit 3 and Exhibit 1 is amended to conform to said Plat Book Pages to the extent Exhibit 3 conflicts with same. Any reference to Exhibit 3 shall refer to Exhibit 1, as so modified whether the reference is herein, in the Declaration or in any other document. Each phase shall consist of approximately two (2) units. A unit may have a maximum of 4410 square feet and a minimum of 1707 square feet of land. The improvements on each unit shall consist of a two (2) story structure of approximately 1220 to 1340 square feet having two (2) or three (3) bedrooms and two and one half (2 1/2) bathrooms. The phases shall be completed submitted, if at all, in accordance with the following schedule:

Proposed Phases 1-5 Completed March 17 1985 are submitted herewith, Phases 6-45 shall be completed submitted, if at all, over a seven (7) year period beginning May 1 October 24, 1985 and ending April 30 October 23, 1988 1992.

526, Official Records Book 4730, Page 1375, Official Records Book 4741, Page 289, Official Records Book 4835, page 455, Official Records Book 4890, Page 1921, Official Records Book 4983, Page 434, and Official Records Book 4943, page 1750, Public Records of Hillsborough County, Florida and any other amendments by Developer adding phases which are recorded before the recording of this instrument. Said Amendment has been duly executed by the Association under the authority of and after compliance with Paragraph 6 of the Declaration and the Condominium Act, as defined in the Declaration, on the day and year first above written.

IN WITNESS WHEREOF, the undersigned execute this instrument on the day and year first above written.

WITNESSES:

LAKE PLACE CONDOMINIUM ASSOCIATION, INC.

Robert R. Hasty  
Grant J. Brunna  
Barbara Roberts  
Kathy Sheerin  
Barbara Roberts  
Kathy Sheerin

By: Kathy Sheerin, President and Director

Sandra B. Colodney, Secretary and Director

Lamond Colodney, Director

THE SAVANNAHS INC.

Kenneth H. Miller III  
Ray Caldwell

By: Jim Priddy  
Its: Jim Priddy

STATE OF FLORIDA )  
COUNTY OF Hillsborough ) S.S.: 263-98-7299

The execution of the foregoing instrument was acknowledged before me, this 15<sup>th</sup> day of November, 1988, by Kathy Sheerin, as President and Director of LAKE PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation.



Nancy Elvira Straub  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires Oct. 14, 1991  
Bound This Day Jan - Normal Inc.

STATE OF FLORIDA )  
COUNTY OF ~~HILLSBOROUGH~~ ) S.S.: 013-54-5587

The execution of the foregoing instrument was acknowledged before me, this 15 day of Nov, 1988, by SANDRA COLDDNY, as Secretary and Director of LAKE PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation.

Kathy Sherrin  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires July 6, 1991

STATE OF FLORIDA )  
COUNTY OF ~~HILLSBOROUGH~~ ) S.S.: 093-54-5589

The execution of the foregoing instrument was acknowledged before me, this 15 day of Nov, 1988, by LEONARD COLDDNY, as Director of LAKE PLACE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation.

Kathy Sherrin  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida  
My Commission Expires July 6, 1991

STATE OF FLORIDA )  
COUNTY OF Orange ) S.S.:

The execution of the foregoing instrument was acknowledged before me, this 8th day of December, 1988, by James H. Fort, as Vice President of THE SAVANNAHS, INC., on behalf of said corporation.

Jennifer H. Dorat  
NOTARY PUBLIC

My Commission Expires:  
Notary Public, State of Florida  
My Commission expires March 19, 1992

This Instrument Prepared By:

Robert A. Savill, Esquire  
SMANN AND HADDOCK, P.A.  
One duPont Centre  
390 N. Orange Ave.  
Orlando, Florida 32801

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DECLARATION  
OF  
LAKE PLACE,  
A CONDOMINIUM

LAKESIDE HOMES, INC., a Florida corporation (hereinafter together with its successors and assigns called the "Developer"), does hereby declare as follows:

1. Introduction and Submission.

1.1 The Land. The Developer owns the fee title to certain land located in Hillsborough County, Florida, as more particularly described in Exhibit 1 annexed hereto (the "Land").

1.2 The Condominium. This Condominium is a phase condominium which will contain a maximum of ninety (90) units. Constructed on the units will be a maximum of forty-five (45) duplex-type buildings each occupying portions of two (2) units. The minimum number of bathrooms will be one hundred eighty (180) and the maximum number of bathrooms will be two hundred seventy (270). The minimum number of bedrooms will be one hundred thirty-five (135) and the maximum number of bedrooms will be two hundred seventy (270).

1.3 Submission Statement. The Developer hereby submits the Land and all easements, rights and appurtenances belonging thereto to the condominium form of ownership and use in the manner provided by the Florida Condominium Act as it exists on the date hereof, subject to the exceptions listed in Exhibit 1 and subject to the easements, restrictions, reservations, conditions and limitations of record and those permitted and excluded, under the terms of this Declaration.

REC. FEE	377.00
James F. Taylor, Jr.	
CLERK CIRCUIT COURT	
HILLSBOROUGH CO.	
TOTAL	377.00
REC. CLK.	<i>[Signature]</i>

1.4 Name. The name by which this condominium is to be identified is LAKE PLACE, A CONDOMINIUM (hereinafter called the "Condominium").

1.5 No Time-Share Estates. There will be no time-share estates created with respect to any Units in any phase.

2. Definitions. The following terms when used in this Declaration and in its exhibits, and as they may hereafter be amended, shall have the meaning ascribed to them in this Section, except where the context clearly indicates a different meaning:

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

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

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.4 "Association" means LAKE PLACE CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

*James F. Taylor, Jr.* - 2 Page 34

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WALTER EDWARDS AYC P A

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- 2.5 "Building" means the structure or structures located on the Units.
- 2.6 "By-Laws" means the By-Laws of the Association.
- 2.7 "Common Elements", sometimes herein referred to as "Common Areas", means and includes:
  - (a) The portions of the Condominium Property which are not included within the Units.
  - (b) Easements through Units for facilities for the furnishing of utility and other services to Units and the Common Elements.
  - (c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
  - (d) Any other parts of the Condominium Property designated as Common Elements in this Declaration.
- 2.8 "Common Expenses" means all expenses incurred by the Association for the Condominium.
- 2.9 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 2.10 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit, and when the context permits, the term includes all other appurtenances to the Unit.
- 2.11 "Condominium Property" means the Land and personal property that are subjected to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium, and all other property, real, personal and mixed, which is made subject to this Declaration.
- 2.12 "County" means the County of Hillsborough, State of Florida.
- 2.13 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.
- 2.14 "Improvements" means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.
- 2.15 "Institutional First Mortgage" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, a mortgage banker, or any other lender generally recognized as an institutional-type lender, or the Developer or any lender related to the Developer, holding a first mortgage on a Unit or Units, or any entity holding a construction mortgage given by the Developer on the Condominium Property.
- 2.16 "Limited Common Elements" means those Common Elements the use of which reserved to a certain Unit or Units to the exclusion of other Units, as specified in this

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Declaration (See Exhibit 3 hereto). Reference herein to Common Elements shall include also all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided. .

2.17 "Primary Institutional First Mortgage" means the Institutional First Mortgage which owns at any time Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgage.

2.18 "Unit" means a part of the Condominium Property which is subject to exclusive ownership.

2.19 "Unit Owner" or "Owner of a Unit" or "Owner" means the Owner of a Condominium Parcel.

### 3. Description of Condominium

#### 3.1 Identification of Units.

(a) The development of the condominium shall occur in forty-five (45) phases. Graphic description of the phases and their relative locations is contained in Exhibit 3 attached hereto. Each phase shall consist of approximately two (2) units. A unit may have a maximum of 4410 square feet and a minimum of 1707 square feet of land. The improvements on each unit shall consist of a two (2) story structure of approximately 1220 to 1340 square feet having two (2) or three (3) bedrooms and two and one half (2½) bathrooms. The phases shall be completed in accordance with the following schedule:

Proposed Phases 1-5 Completed March 1, 1985  
Phases 6-45 shall be completed over a three (3) year period beginning May 1, 1985 and ending April 30, 1988.

(b) Each such Unit is identified by numerical designation as shown on Exhibit 2 attached hereto and made a part hereof. The designation of Units are set forth on Exhibit 2 attached hereto and made a part hereof. Exhibit 3 consists of a survey of the Land, a graphic description of the improvements located thereon, including, but not limited to, the Buildings located on the Units and plot plans thereof. Exhibit 3, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. The following shall pass with a Unit as appurtenances thereto (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portions of the Common Elements as may be provided in this Declaration; and (c) membership in the Association; and (d) other appurtenances as may be provided in this Declaration.

(c) Each unit shall have as its ownership in the common elements a proportionate part of the common elements determined by dividing the number one (1) by that number which equals all of the total units in all of the submitted phases. As each phase is submitted, each unit's percentage ownership in the common elements will be reduced in accordance with

this formula. Common expenses shall be determined on a like basis.

- (d) At the time each proposed additional phase is placed into condominium ownership, an amendment shall be executed by the Developer without the necessity of joinder by any other persons, which amendment shall amend this Declaration without the amendment procedures as elsewhere provided being complied with, and which amendment shall be made in conformance with the Condominium Act.
- (e) At any time prior to the time a proposed additional phase is placed into condominium ownership in this Condominium, Developer reserves the right not to submit any additional phase or phases, and, lands not submitted by the Developer by amendment to this Declaration are not subject to this Declaration withdrawing said land by giving the proper statutory notice. Developer is under no obligation whatsoever to place any of the proposed additional phases into condominium ownership.
- (f) Developer reserves the right to cease developing this Condominium in phases and to thereafter continue to develop the lands comprising the proposed additional phases with one (1) or more additional condominiums or any other residential usage consistent with the present development plans.
- (g) If one (1) or more of the proposed additional phases is not added, the Units which are built are entitled to one hundred percent (100%) ownership of all of the Common Elements and Common Surplus within the phases actually developed and added as a part of this Condominium.
- (h) Developer is not required to convey any additional lands or to create and construct any additional facilities or any additional phases in this Condominium.
- (i) There shall be two (2) Units in Phase I of the Condominium. The number of Units shall be two (2) in each of the proposed additional Phases of the Condominium.
- (j) Developer hereby reserves an easement in favor of itself to enter upon the real property dedicated to condominium ownership in order to construct the proposed additional Phases of the Condominium and the recreation facilities of the Condominium.
- (k) The recreation areas and facilities set forth in Exhibit C to the Prospectus, to be owned, as common elements by all unit owners, will be added to the condominium with and upon this submission of phases 1-5.
- (l) The developer reserves the right to add the following additional common element recreational facilities to the condominium: As an addition to the recreation facilities, Developer may convey, by quit claim deed, all of his right, title and interest in and to the shoreline which adjoins the Condominium and the contiguous or any portion of the adjacent body of water and its bottom. This



Conveyance will not include rights, titles and interests as the Developer hereafter convey, prior to any conveyance to the Association, to other persons or entities.

This conveyance will occur, if at all, upon completion of all phases and a determination by the Developer, in the Developer's sole discretion, that such a conveyance will not interfere with any other development plans of the Developer.

In the event of the foregoing conveyance to the Association and to the extent thereof, the Association shall release and agrees to hold harmless the Developer with respect to all causes, matters and things connected with the ownership and use of the lake, water bottom and shoreline; and, further agrees that any reliction of the shoreline may be restored in whole and in part by the Developer but and in any event shall not in any way entitle a unit owner or the Association to any interest in the water body, lake bottom or shoreline prior to their conveyance by deed to the Association by the Developer.

3.2 Unit Boundaries. Each Unit shall include that part of the Condominium Property that lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper boundary shall be a horizontal plane 300 feet above the mean sea level of +23<sup>o</sup> and the lower boundary shall be a horizontal plane 25 feet below the mean sea level of +23<sup>o</sup>.

(b) Perimetrical Boundaries. The perimetrical boundaries of each Unit shall be shown on the plat survey attached hereto as Exhibit 3 and which shall be the vertical planes of the property.

3.3 Easements. The following easements are hereby created (in additions to any easements created under the Act):

(a) Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utility and Other Services; Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility and other services and drainage in order to serve the Condominium. A Unit Owner shall do nothing within or outside his unit that interferes with or impairs, or may interfere with or impair, the provision of such utility or other services or drainage facilities or the use of these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit and Limited Common Element for inspection and for the purposes of maintenance, repair, and/or replacement of pipes, wires, cables, conduits and other utility, service and drainage facilities, and to the Common Elements encompassed by the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing such

facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit and Limited Common Element, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice.

(c) Encroachments. If (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as result of (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association, or (iv) any repair or restoration of the Improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain in proceedings of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same [so long as the Improvements shall stand.]

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their employees and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as are designated and appropriate for such easement and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for vehicular or pedestrian traffic. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) shall automatically be subordinate to the rights of Unit Owners with respect to such easements.

(e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, and for repair, replacement and/or maintenance purposes where the Association fails to do so, provided such activity does not prevent or unreasonably interfere with the use or enjoyment by the Unit Owners of the Condominium Property.

(f) Sales Activity. For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units or parts of the Common Elements for model Units and sales offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other

promotional material to advertise Units and appurtenant Limited Common Elements for sale or lease.

- (g) Access to Lake. Unit Owners are granted an easement over the shoreline property adjacent to the Condominium Property and Units to provide access by the Unit Owners to the body of water adjacent to the Condominium Property. In addition, each unit owner, upon purchase of a Unit, shall be granted an easement to use the body of water for recreational purposes.
- (h) Additional Easements. The Developer (so long as it owns any Units.) and the Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints the Developer and the Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, other utility or service or other easements, or relocate any existing easements or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units and Limited Common Elements for dwelling and intended uses.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and, except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere provided to the contrary with respect to extra parking spaces, if any, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.
5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.
- 5.1 Percentage Ownership and Shares. The undivided percentage interest in the Common Element and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is set forth in Exhibit 2 annexed hereto.
- 5.2 Voting. Each Unit shall be entitled to one vote to be cast by its Owner in accordance with the provisions of the By-Laws and Articles of Incorporation of the

Association. Each Unit Owner shall be a member of the Association.

6. Amendments. Except as elsewhere provided herein, amendments may be affected as follows:

6.1 By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the members of the Association. 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. Except as elsewhere provided, approvals must be by affirmative vote of:

- (a) Unit Owners owning in excess of 50% of the Units represented at any meeting at which a quorum has been attained and by not less than 66 2/3% of the Board of Directors of the Association; or
- (b) Unit Owners owning not less than 80% of the Units represented at any meeting at which a quorum has been attained; or
- (c) 100% of the Board of Directors; or
- (d) Not less than 50% of the entire membership of the Board of Directors in the case of amendments to the section hereof entitled "Insurance" or other sections that are reasonably required by insurers or the Primary Institutional First Mortgagee.

6.2 By The Developer. The Developer, during the time it is in control of the Board of Directors of the Association, may amend the Declaration, the Articles of Incorporation or the By-Laws of the Association to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, adversely or materially affect property rights of Unit Owners, unless the affected Unit Owners consent in writing. The execution and recording of any amendment by the Developer pursuant hereto shall be conclusive evidence that the amendment does not materially adversely affect property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided below unless subsequently rescinded.

6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed in the form required for the execution of a deed. Amendments by the Developer must be evidenced in writing, in recordable form, but a certificate of the Association is not required. An amendment of the Declaration is effective when properly recorded in the public records of the County.

6.4 Proviso. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer or mortgagees of Units without the consent of said Developer and mortgagees in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless all Institutional First Mortgagees whose mortgages are of record shall join in the amendment.

7. Party Walls, Maintenance and Repairs.

7.1 Party Walls. Each wall, from the bottom surface of its foundation to the top and exterior surface of the roof, and utilities within it which is built as a part of the original construction of the buildings upon the Units and placed on the dividing line between the Units shall constitute a party wall; and, the general rules of law regarding party walls and liabilities for property damage due to negligence or willful acts or omissions shall apply thereto. The cost of reasonable repair and maintenance of a party wall shall be shared by Unit Owners who make use of the wall, in proportion to such use. Further, if a party wall is destroyed or damaged by fire or other casualty, other than act of God, the Unit Owner from whose Unit the source of the casualty emanated shall restore it; provided, however, that without prejudice of the right of a Unit Owner to call for a contribution from the other owner under any rule of law regarding liability for negligence or willful act or omission.

7.2 Units. Subject to the foregoing Section 7.1, all maintenance, repairs and replacements of, in or to any Unit, including, without limitation, maintenance, repair and replacement of screens, glass, windows, with respect to improvements thereon entrance doors and all doors within or affording access to a Unit, and the electrical, plumbing, heating and air-condition equipment, fixtures and outlets, if any, within the Unit shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein, and shall be made in accordance with the original plans and specifications therefor or as otherwise directed by the Association.

7.3 Unit. The right to any Owner to contribution from any other Owner under this subsection 7.2, hereinafter, shall be appurtenant to the land and shall pass to such Unit Owner's successor in title.

7.4 a. Notwithstanding any other provisions of this article, an Owner who by his or her negligence or willful act causes the party wall and/or utilities located therein to be exposed to the elements shall

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bear the whole cost of furnishing the necessary protection against such elements.

b. In the event an Owner of any Unit shall fail to maintain the Unit and the improvements situated thereon in a manner satisfactory to the Board of Directors, after approval of two-thirds (2/3) vote of the Board of Directors, shall have a right, through its agents and employees, to enter and restore the Unit and the exterior of the improvements thereon. The cost of such repair, maintenance and restoration shall be added to and become part of the Assessments against the Unit Owner.

c. Each Unit Owner shall maintain casualty insurance for the full insurable value of the building located on his Unit. Such insurance shall specifically provide for the restoration or reconstruction of the building and any damage to it.

7.5 Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements and Limited Common Elements (other than Limited Common Elements as provided above) shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

8. Additions, Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of \$10,000 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements shall have been approved by a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$10,000 or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses.

9. Additions, Alterations or Improvements by Unit Owners.

Consent of the Board of Directors. No Unit Owner (other than the Developer) shall make any addition, alteration or improvement in or to the Common Elements, his Unit or any Limited Common Element without the prior written consent of the Association. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Element within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. All additions, alterations and improvements by the Unit Owners, whether or not consent of the Board of Directors is required, shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities

having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. A Unit Owner making or causing to be made any such additions, alterations or improvements shall agree and be deemed to have agreed, for itself, and its heirs, personal representatives, successors and assigns, as appropriate, to hold the Association and all other Unit Owners harmless from any liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof, as may be required by the Association.

10. Changes in Developer-Owned Units. The restrictions of paragraph 9 above, shall not apply to the Developer with respect to Developer owned Units. The Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer and the Common Elements appurtenant thereto whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size or number pursuant to the preceding clause (iii) their appurtenant interest in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common elements adjacent to such Units, provided that such relocation and alteration does not materially or adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by actions taken pursuant to this paragraph 10 may be effected by the Developer alone and if an amendment to the Declaration is required to effect such change, only the Developer need execute such amendment to effect such change upon the recording thereof. Without limiting the generality of Section 6.4 hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.
11. Operation of the Condominium by the Association; Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth the By-Laws and Articles of Incorporation of the Association (respectively, Exhibits 5 and 4 annexed hereto), as amended from time to time. In addition, the Association shall have all powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

- (a) The irrevocable right to have access to each Unit from time to time during reasonable hours as may be



necessary for the maintenance, repair or replacement of any Common Elements therein, or at any time, and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units, or to determine compliance with the terms and provisions of the Declaration, the exhibits annexed hereto, and the rules and regulations adopted pursuant to such documents, as the same may be amended from time to time.

- (b) The power to make and collect Assessments and other charges and surcharges against Unit Owners and to lease, maintain, repair and replace the Common Elements.
- (c) The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.
- (d) The power to enter into contract with others (whether or not affiliated with the Association or Developer), for a valuable consideration, for maintenance and management of the Condominium Property, and, in connection therewith, to delegate the powers and rights herein contained, including, without limitation, the making and collection of Assessments and other charges against Unit Owners, and perfecting liens for non-payment thereof.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board of Directors and of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing.
- (f) Subsequent to the recording of this Declaration, the Association, when authorized by a majority of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships, and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium, intended to provide for the use or benefit of the Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership, rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.
- (g) The power to adopt and amend rules and regulations covering the details of the operation and use of the Condominium Property.

In the event of conflict between the powers and duties of the Association or otherwise, the Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence



over applicable rules and regulations, all as amended from time to time.

11.1 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property nor shall the Association be liable for injury or loss of Unit Owner property in Units or Limited Common Elements.

11.2 Restraint Upon Assignment of Shares in Assets. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit which shall be automatic upon transfer of the Unit.

11.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of record Owners is specifically required by this Declaration or by law.

11.4 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

12. Determination of Common Expenses and Fixing of Assessments Therefor. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessment payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of each budget, on which such Assessments are based, to all Unit Owners and (if required in writing) to their respective mortgagees. The Common Expenses shall include the expenses of the operation, maintenance, repair and the replacement of the Common Elements, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations or by the Association. Except as provided by law, any reserve funds or special assessments

may be used as the Board shall determine from time to time and need not be restricted to replacements or other expenditures except that such funds shall be kept in accounts segregated from general maintenance collection if required to assure non-taxability of such funds. Any Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws.

13. Collection of Assessments.

13.1 Liability for Assessments. Except as provided in paragraph 13.5 hereof regarding Institutional First Mortgagees, 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. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the grantor 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 the grantee. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or by any other method.

13.2 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at the highest lawful rate in effect in the State of Florida at the time for the lending of money, from the due date until paid. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Parcel, with interest and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is effective from and after recording a claim of lien in the Public Records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the amount due and the due dates. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure all unpaid assessments, interest, costs, and attorney's 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. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien.

13.3 Notice of Intention to Foreclose Lien. No foreclosure of judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments unless a shorter period is permitted by law. If this notice is not given at least thirty (30) days or such shorter period allowed by law, 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 attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. 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 court may proceed with the foreclosure action and may award attorney's fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

- 13.4 Appointment of Receiver to Collect Rental. 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 a reasonable rental for the Unit and the Association is entitled to the appointment of a receiver to collect the rent.
- 13.5 Institutional First Mortgagee. In the event an Institutional First Mortgagee or other purchaser at foreclosure sale shall obtain title to the Unit as a result of foreclosure of an Institutional First Mortgage in a foreclosure suit in which the Association has been properly named as a defendant junior lienholder, or as a result of a deed given in lieu of foreclosure, such Institutional First Mortgagee, or purchaser, shall not be liable for the share of Common Expenses or Assessments or other charges attributable to such Condominium Parcel or chargeable to the former Unit Owner of such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure sale or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or Assessments or other charges shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.
- 13.6 Developer's Liability for Assessments. The Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale, for a period beginning with the recording of this Declaration and continuing until (i) the expiration of 12 months from and after the date of conveyance of record of the first Unit to be conveyed to a Unit Owner other than the Developer, or (ii) until the date of the first meeting for the election of a Board of Directors by Unit Owners other than the Developer; whichever occurs sooner. During such period Developer will pay to the Association the amount by which the Common Expenses, if any, incurred during that period exceed the assessments against Unit Owners other than the Developer, assessed at the amount indicated in the Estimated Operating Budget for the Association attached hereto as Exhibit 6 and made a part hereof. Thereafter, the Developer shall be obligated to pay the share of Common Expenses and Assessments attributable to Units it owns.
- 13.7 Possession of Unit. Any person who acquires an interest in a Unit (except Institutional First Mortgagees or

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purchasers through foreclosure of a first mortgage of record (or deed in lieu thereof) including without limitation, persons acquiring title by operation of law, 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 Unit Owner, if any, have been paid.

13.8 Certificate of Unpaid Assessments. Any Unit Owner and mortgagee of a Unit has the right to require from the Association a certificate showing the amount of unpaid Assessments with respect to the Unit Owned by such Unit Owner or mortgaged to such mortgagee.

14. Insurance. Insurance covering portions of the Common Elements shall be governed by the following provisions:

14.1 Purchase, Custody and Payment.

(a) Purchase. All insurance policies described herein covering portions of the Common Elements shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

(b) Named Insured. The named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insurers.

(c) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. 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, as appropriate.

(e) Property, Personal Property and Liability. Unit Owners may obtain insurance coverage at their own expense and at their own discretion upon the property lying within the boundaries of their Unit, and the Common Elements appurtenant to that Unit, including, but not limited to, their personal property, fire, extended coverage and for their personal liability and living expenses and for any other risks.

14.2 Coverage. The Association shall maintain insurance covering the following:

(a) Casualty. The Association, the Association property and all improvements located on the Common Elements from time to time, together with all service machinery contained therein

(collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against.

- (b) Liability. 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 Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000 and \$100,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.
- (c) Workmen's Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance, if required by the Primary Institutional First Mortgagee or if the Association so elects.
- (e) Fidelity Insurance covering all directors, officers and employees of the Association and managing agents who handle Association funds.
- (f) Such Other Insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association and against the Unit Owners individually and as a group, (ii) the clause that reserves to the insurer the right to pay only a fraction of any loss in the event of co-insurance or if other insurance carriers have issued coverage upon the same risk, and (iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more Unit Owners.

14.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to all of the named insurers, including all mortgagees of units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

14.4 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

OCT 27 1985

14.5 Insurance Trustee; Share of Proceeds. All insurance policies obtained by the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors and which, if so appointed, shall be a bank, or trust company in Florida with trust powers, with its principal place of business in the County. The Insurance Trustee (if appointed) shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee (if appointed) shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee:

(a) Mortgagees. 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, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee (if appointed) shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

(a) Expenses of the Trust. All expenses of the Insurance Trustee (if appointed) shall be first paid or provision shall be made therefor.

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein.

14.7 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Common Elements adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

14.8 Unit Owners Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

14.9 Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the

OCT 24 1985

Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration.

15. Reconstruction or Repair After Fire or Other Casualty.

15.1 Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) as a result of casualty the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments except that (i) if 75% or more of the Insured Property is destroyed or substantially damaged and (ii) Unit Owners owning 80% or more of the applicable interests in the Common Elements elect not to proceed with repairs or restoration and (iii) the Primary Institutional first Mortgagee approves such election; then the repair and restoration shall not take place. If (i) 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and (ii) if Unit Owners owning 80% of the applicable interest in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and (iii) the Primary Institutional First Mortgagee approves such resolution, then the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens. Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (60) days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance and special assessment proceeds if required on account of such damage or destruction sufficient to pay the estimated cost of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and secretary to determine whether or not the damaged property is to be reconstructed or repaired.

15.2 Construction Funds. The funds for payment of the costs of reconstruction and repair, which shall consist of



proceeds of insurance, held by the Insurance Trustee (if appointed) and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

- (a) Association. If the total Assessments made by the Association in order to provide funds for payment of the costs of reconstruction and repair which are the responsibility of the Association are more than \$10,000.00, then the sums paid upon such Assessments shall be deposited by the Association with the Insurance Trustee (if appointed). In all other cases, the Association shall hold the sums paid upon such Assessments and disburse the same in payment of the costs of reconstruction and repair.
- (b) Disbursement. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
- (i) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.
- (ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.
- (iii) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repairs shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

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Certificate. Notwithstanding (provisions herein, the Insurance Trustee (appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee (if appointed) may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

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16. Condemnation.

16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Common Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee.

16.2 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.

16.3 Unit Reduced but Buildable. If the taking immaterially reduces the size of a Unit and the remaining portion of the Unit can be made buildable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium.

(a) Restoration of Unit. The Unit shall be made buildable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each

mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

16.4 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

16.5 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking and shall be evidenced by an amendment to this Declaration of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

17.1 Occupancy. Each Unit shall be used as a residence only, except as otherwise herein expressly provided. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Persons in possession of a Unit under an approved lease or sublease must be the following persons, and such persons' families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside on a Unit at one time. "Families" or words of similar import used herein shall be deemed to include spouses, parents, parents-in-law, brothers, sisters, children and grandchildren. The provisions of this subdivision 17.1 shall not be applicable to buildings on Units used by the Developer for model apartments, sales offices, other offices or management services. (6 mo min lease)

17.2 Pets. Except for small domestic birds or fish, each Unit Owner (regardless of the number of joint owners) may maintain one (1) household pet in his Unit, to be limited to a dog (not to exceed eight (8) pounds at maturity), or a domestic cat or one (1) other household

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pet (as defined by the Association), provided they are not kept, bred or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be leashed at all times when outside the Unit. Without limiting the generality of Section 18 hereof, violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. No one other than the Owner of the Unit is permitted to keep any pets,

- 17.3 Alterations. Except as therein provided and without limiting the generality of Section 9.1 hereof, no Unit Owner shall cause or allow improvements or changes to any Unit or Common Elements, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring; television antenna, machinery or air-conditioning units or in any manner changing the appearance of any portion of the Buildings, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof).
- 17.4 Use of Common Elements. The Common Elements shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units;
- 17.5 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.
- 17.6 Personal Property. All toys and recreational equipment, when not in use, shall be placed in and restricted to the service yard in the rear of each unit. Parking or storage of trucks, trailers, motor homes, campers, recreational vehicles, boats, boat trailers and inoperable vehicles of any type on any of the condominium Common Elements or the Unit, except within an enclosed space, is prohibited.
- 17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth.
- 17.8 Exterior Improvements; Landscaping. Without limiting the generality of Sections 9.1 or 17.3 hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, fences or windows of any Unit (including, but

not limited to awnings, and signs), without the prior written consent of the Association.

17.9 Exterior Improvements; Utilities. All trash, garbage and sanitation facilities shall be maintained solely in the service yard in the rear of each Unit; except that, covered containers, in good condition, appropriate for sanitation pick-up, may be placed to the front of a Unit on the day designated by sanitation pick-up service for pick-up. All gas and/or oil utility containers, including drums and other utility fuel storage receptacles shall be placed underground in the service yard to the rear of each Unit and only in accordance with the rules and specifications of the Association.

17.10 Effect on Developer; Association. The restrictions and limitations set forth in this Section 17 shall not apply to the Developer or to Units owned by the Developer. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.

17.11 Developer's Unit Leasing. It is understood and agreed by all parties hereto and all Unit Owners that for such period of time as Developer deems appropriate, Developer may actively undertake a leasing and/or lease with option to purchase campaign with respect to Units owned by it. Accordingly, certain Units may be occupied by tenants of the Developer under lease agreements or month to month tenancies or other types of tenancies heretofore or hereinafter consummated and agreed upon. Such tenants of Developer shall have the full right and authority to continue to occupy said premises in accordance with their lease agreements, rental agreements or other tenancy agreements and to use and enjoy on a non-exclusive basis all Common Elements of the Condominium and the recreational facilities without any cost or expense. Developer reserves the right to maintain a leasing as well as sales office within the Condominium during the period in which such leasing activities are undertaken.

17.12 Shoreline. Any reliction of the shoreline may be restored in whole or in part by the Developer but, and in any event and shall not in any way entitle a unit owner or the Association to any interest in the water body, lake bottom or shoreline prior to their conveyance, if any, by deed to the Association by the Developer.

17.13 The use of watercraft on water areas adjacent to the Condominium Property shall be restricted to wind, human or electric power and craft having a gross length of 16 feet or less.

18. Compliance and Default. Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

18.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made

necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

18.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or the Limited Common Elements as required in this Declaration, or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles or Incorporation of the Association, applicable rules and regulations or any other agreement, document or instrument affecting the Condominium Property or administered by the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to sue in a court of law for damages, to assess the Unit Owner and the Unit for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance and to collect such Assessment and have a lien therefor as elsewhere provided. In addition, the Association shall have the right, for itself and its employees and agents, to enter the Unit and perform the necessary work to enforce compliance with the above provisions (by force, if necessary), without having committed a trespass or incurred any other liability to the Unit Owner.

18.3 Costs and Attorneys' Fees. In any proceeding arising because of an Alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees) as may be awarded by the court.

18.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

19. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements (after 20% of the Units have been sold to Unit Owners other than the Developer, the Developer will not vote the Units owned by it for such withdrawal unless the Owners of at least 80% of all other applicable interests in the Common Elements so elect for such withdrawal), at which time Developer may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit), and provided withdrawal is authorized by the Primary Institutional First Mortgagee. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by or Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their

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respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. This Section may not be amended without the consent of all Institutional First Mortgagees and the Developer so long as it owns any Unit.

20. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer, its successors and assigns, deemed to be developers under the Florida Condominium Act but no subsequent Developer shall be deemed to have assumed the obligations of a prior Developer. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, by such Unit Owner, tenant or occupant.

21. Maintenance of Community Interests. In order to maintain a community of congenial residents, protect the value of the Units and to assure the financial ability of each Unit Owner to pay assessments made against him, the transfer of Units by an Owner other than the Owner/Developer shall be subject to the following provisions which each Unit Owner covenants to observe.

21.1 Transfers Subject to Approval.

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- (a) Sale and Gift. A Unit Owner may not sell, convey or transfer a Unit, or any interest therein without the approval of the Association.
- (b) Lease. A Unit Owner may not lease a Unit or any interest therein for a term of less than six (6) months and shall use only the lease form provided by the Association. The Association shall adopt a uniform lease.

21.2 Transfers Not Subject to Approval.

- (a) Devise or Inheritance. If any Unit Owner shall acquire his title by devise or inheritance, the same shall not be subject to the approval of the Association.
- (b) Family Transfers. Any transfer of a Unit to the Unit Owner's spouse, or children shall not be subject to the approval of the Association.



- (c) Mortgages. A Unit Owner may freely mortgage or encumber his Unit without the approval of the Association.
- (d) Institutional Mortgagees. If any institutional mortgagee acquires title by foreclosure or other form in lieu of foreclosure, the acquisition shall not be subject to approval and upon subsequent resale by such institutional mortgagee by the Association.

24-3 Approvals. The approvals when required for the transfer of ownership of a Unit shall be obtained in the following manner:

(a) Notice to Association.

(i) Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association, notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell which contract shall be executed by the purchaser and seller and is to contain a provision reciting that the contract is subject to the approval of the Association as provided in the Declaration of Condominium, or words of similar effect.

(ii) Lease. A Unit Owner intending to make a bona fide lease of his Unit shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. The proposed lease shall be and conform to the form provided by the Association.

(iii) Gift. A Unit Owner intending to make a gift or other transfer of his Unit or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended grantee, such other information concerning the intended grantee as the Association may reasonably require, and an executed copy of the proposed documents of conveyance.

If the notice to the Association herein required is not given, then at any time after receiving knowledge of the transaction or event transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the transaction, ownership or right to possession. If the Association disapproves the transaction, ownership or right to possession, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval. Within ten (10) days

after receipt if notice to the Association as required above and receipt of required documents, the Association shall either approve or disapprove the proposed transaction. All approvals shall be evidence by certificates executed by the President or Secretary of the Association which certificates shall be in recordable form, delivered to the seller, and recorded in the Public Records of Hillsborough County, Florida, except that the certificates of approval relating to the creation of a lease are to be in non-recordable form. If the prospective transferee of a Unit or an interest therein is a corporation, trust or other non-personal entity, the approval may be conditioned upon the requirement that all persons occupying the Unit be approved by the Association.

22.4 Disapproval by Association. If the Association shall disapprove of the sale, lease, conveyance or transfer of a Unit, which transaction is subject to the approval of the Association, the following provisions shall be applicable to the transaction:

(a) Sale. Within thirty (30) days after receipt by the Association of the documents described in Section 22.3(a)(i) hereof (assuming the Unit Owner has requested a purchaser if the proposed sale is disapproved), the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase duly executed by a purchaser, who may be the Association or a purchaser approved by the Association. The Unit Owner shall sell the Unit upon the following terms:

(i) The price to be paid shall be that stated in the disapproved contract of sale. The terms, conditions and provisions of the contract of sale shall be as stated in the disapproved contract except that the purchaser may elect to pay all cash at the time of closing. The duty and obligation of the Unit Owner to sell the Unit in compliance with the provisions contained herein is enforceable by the Association or the purchaser by specific performance in any court of competent jurisdiction upon the Unit Owner executing the contract of sale with a purchaser disapproved by the Association whether or not the Unit Owner executes a contract of sale with the purchaser approved by the Association.

(ii) The sale shall be closed within thirty days after the delivery or mailing to the Unit Owner of the agreement to purchase, or upon the date set forth in the contract of sale in which the purchaser was disapproved by the Association, whichever is the later.

(iii) If the Association shall fail to purchase or provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser provided by the Association shall default in the agreement to purchase or fail to obtain



financing as provided in the Agreement, the proposed transaction shall be deemed to have been approved by the Association and the Association shall forthwith furnish a certificate of approval as elsewhere provided.

(b) Gift. Within thirty (30) days after receipt by the Association of the documents described in Section 22.3(a)(iii) hereof, the Association shall deliver or mail by certified mail to the Unit Owner, an agreement to purchase executed by either the Association or a person approved by the Association. The Unit Owner shall sell the Unit upon the following terms:

(i) The sale price shall be the fair market value determined by agreement between the seller and purchaser and if no agreement is reached then the fair market value shall be determined by the decision of three arbitrators, one selected by each party and the third selected by the two arbitrators. The procedure for arbitration shall be determined by the Association but the price shall be reached within thirty days. If the seller disagrees with the price, he may withdraw his request for approval and thereby not be obligated to sell his Unit.

(ii) The purchase price shall be paid in cash at closing and the closing shall be within thirty days following the determination of the sale price.

(iii) If the Association shall fail to purchase or provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the approval, such ownership shall be deemed to have been approved by the Association and the Association shall furnish a certificate of approval as elsewhere provided.

22.5 Separation of Interests. A transfer of a Unit shall include all appurtenances and appurtenances may not be separated, hypothecated, or subject to partition.

22.6 Construction Mortgagee. Developer's Construction Mortgage shall have the same rights, duties and obligations as the Owner/Developer regarding transfers.

23. Additional Provisions.

23.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the

Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address, as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

- 23.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association if not unreasonable shall conclusively establish the validity of such interpretation for the purposes of actions of the Association.
- 23.3 Mortgagees. The Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 23.4 Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be part of the Declaration.
- 23.5 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 23.6 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 applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 23.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.
- 23.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

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intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice may include a demand by the Unit Owner that the Association furnish a purchaser if the proposed purchaser is not approved and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell which contract shall be executed by the purchaser and seller and is to contain a provision reciting that the contract is subject to the approval of the Association as provided in the Declaration of Condominium, or words of similar effect.

(ii) Lease. A Unit Owner intending to make a bona fide lease of his Unit shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease. The proposed lease shall be and conform to the form provided by the Association.

(iii) Gift. A Unit Owner intending to make a gift or other transfer of his Unit or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended grantee, such other information concerning the intended grantee as the Association may reasonably require, and an executed copy of the proposed documents of conveyance.

If the notice to the Association herein required is not given, then at any time after receiving knowledge of the transaction or event transferring ownership or possession of a Unit, the Association, at its election and without notice, may approve or disapprove the transaction, ownership or right to possession. If the Association disapproves the transaction, ownership or right to possession, the Association shall proceed as if it had received the required notice on the date of such disapproval.

(b) Certificate of Approval. Within ten (10) days after receipt of notice to the Association as required above and receipt of required documents, the Association shall either approve or disapprove the proposed transaction. All approvals shall be evidence by certificates executed by the President or Secretary of the Association which certificates shall be in recordable form, delivered to the seller, and recorded in the Public Records of Hillsborough County, Florida, except that the certificates of approval relating to the creation of a lease are to be in non-recordable form. If the prospective transferee of a Unit or an interest therein is a corporation, trust or other non-personal entity, the approval may be conditioned upon the requirement that all persons occupying the Unit be approved by the Association.

22.6 Disapproval by Association. If the Association shall disapprove of the sale, lease, conveyance or transfer of a Unit, which transaction is subject to the approval of the Association, the following provisions shall be applicable to the transaction:

(a) Sale. Within thirty (30) days after receipt by the Association of the documents described in

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Section 22.3(a)(1) hereof (assuming the Unit Owner has requested a purchaser if the proposed sale is disapproved), the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase duly executed by a purchaser, who may be the Association or a purchaser approved by the Association. The Unit Owner shall sell the Unit upon the following terms:

- (i) The price to be paid shall be that stated in the disapproved contract of sale. The terms, conditions and provisions of the contract of sale shall be as stated in the disapproved contract except that the purchaser may elect to pay all cash at the time of closing. The duty and obligation of the Unit Owner to sell the Unit in compliance with the provisions contained herein is enforceable by the Association or the purchaser by specific performance in any court of competent jurisdiction upon the Unit Owner executing the contract of sale with a purchaser disapproved by the Association whether or not the Unit Owner executes a contract of sale with the purchaser approved by the Association.
- (ii) The sale shall be closed within thirty days after the delivery or mailing to the Unit Owner of the agreement to purchase, or upon the date set forth in the contract of sale in which the purchaser was disapproved by the Association, whichever is the later.
- (iii) If the Association shall fail to purchase or provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser provided by the Association shall default in the agreement to purchase or fail to obtain financing as provided in the Agreement, the proposed transaction shall be deemed to have been approved by the Association and the Association shall forthwith furnish a certificate of approval as elsewhere provided.

(b) Gift. Within thirty (30) days after receipt by the Association of the documents described in Section 22.3(a)(iii) hereof, the Association shall deliver or mail by certified mail to the Unit Owner, an agreement to purchase executed by either the Association or a person approved by the Association. The Unit Owner shall sell the Unit upon the following terms:

- (i) The sale price shall be the fair market value determined by agreement between the seller and purchaser; and if no agreement is reached then the fair market value shall be determined by the decision of three arbitrators, one selected by each party and the third selected by the two arbitrators. The procedure for arbitration shall be determined by the Association but the price shall be reached within thirty days. If the seller disagrees with the price, he may withdraw his request for approval and thereby not be obligated to sell his Unit.

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(ii) The purchase price shall be paid in cash at closing and the closing shall be within thirty days following the determination of the sale price.

(iii) If the Association shall fail to purchase or provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the approval, such ownership shall be deemed to have been approved by the Association and the Association shall furnish a certificate of approval as elsewhere provided.

22.5 Separation of Interests. A transfer of a Unit shall include all appurtenances and appurtenances may not be separated, hypothecated, or subject to partition.

22.6 Construction Mortgage. Developer's Construction Mortgage shall have the same rights, duties and obligations as the Owner/Developer regarding transfers.

23. Additional Provisions.

23.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) to the Association c/o its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him from time to time, in writing to the Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address, as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

23.2 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by the Association if not unreasonable shall conclusively establish the validity of such interpretation for the purposes of actions of the Association.

23.3 Mortgages. The Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

23.4 Exhibits. There is hereby incorporated in this Declaration any materials contained in the Exhibits annexed hereto which under the Act are required to be part of the Declaration.

23.5 Signature of President and Secretary. Wherever the signature of the President of the Association is

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required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

23.6 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 applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.

23.7 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the Exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

23.8 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

23.9 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

23.10 Gender; Plurality. Wherever 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 or not genders.

23.11 Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 11th day of July, 1984.

Signed, Sealed & Delivered in the presence of:

LAKESIDE HOMES, INC.

Donald J. Blunt  
John F. Warner

BY [Signature]  
(CORPORATE SEAL)

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STATE OF )  
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COUNTY OF )

The foregoing Declaration of Condominium was acknowledged before me this 11th day of October, 1985, by R. Stewart, III, as V. President, of Lakeside Homes, Inc., a Florida corporation, on behalf of said corporation, and General Partner of Lakeside Homes, Inc., a Florida corporation.

[Signature]  
NOTARY PUBLIC



My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires April 17, 1988  
Issued by SWFL Insurance Company of America

REC 4667 0955

EXHIBIT  
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EE 667 0954

# LAKE PLACE

SECTION 24, TOWNSHIP 28 SOUTH, RAN

LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
A CONDOMINIUM

**LEGAL DESCRIPTION: BOUNDARY**

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida, more particularly described as follows:  
Commencing at the Northwest corner of the aforesaid Southeast 1/4; thence along the northerly line of the aforesaid Southeast 1/4 South 83°51'50" East, 25.00 feet to the POINT OF BEGINNING; thence continue along said northerly line South 89°51'50" East, 642.35 feet; thence depart from said northerly line South 0°03'47" East, 387.02 feet; thence South 89°51'13" West, 63.29 feet; thence North 83°12'18" West, 109.94 feet; thence North 15°44'18" East, 172.19 feet; thence North 0°10'31" West, 45.00 feet; thence South 89°49'29" West, 56.57 feet; thence South 22°23'07" West, 114.29 feet; thence South 89°49'29" West, 113.34 feet; thence North 82°08'24" West, 57.23 feet; thence North 0°10'31" West, 7.00 feet; thence South 89°09'02" West, 170.00 feet; thence South 0°03'25" East, 123.34 feet; thence North 82°42'19" East, 270.25 feet; thence South 51°36'56" East, 78.00 feet; thence South 0°10'31" East, 142.58 feet; thence South 43°10'40" West, 44.09 feet; thence North 87°34'25" West, 72.79 feet; thence North 82°38'47" West, 167.99 feet; thence South 88°40'29" West, 77.80 feet; thence South 0°10'31" East, 123.10 feet; thence South 88°54'08" East, 311.19 feet; thence North 54°56'28" East, 100.95 feet; thence South 81°10'03" East, 107.18 feet; thence South 0°10'31" East, 127.00 feet; thence South 38°49'36" West, 42.00 feet; thence South 0°05'48" East, 45.16 feet; thence South 33°14'21" West, 30.00 feet; thence North 87°35'41" West, 188.51 feet; thence North 89°41'36" West, 141.65 feet; thence South 51°39'28" West, 83.61 feet; thence South 2°16'46" East, 282.99 feet; thence South 72°22'45" West, 82.00 feet; thence North 81°28'41" West, 35.54 feet to a point on the Easterly right of way line of Mulsey Road; thence along the said Easterly right of way line North 0°10'31" West 1039.63 feet to the POINT OF BEGINNING, containing 7.239 acres more or less.

**DEDICATION**

Know all men by these presents that Lester Strutridge, President of LAKESIDE HOMES, INC., a Florida corporation, owner of the above described land has caused the land embraced in this plat to be surveyed, laid out, and platted as Lake Place, a condominium, pursuant to Florida Statute 718.104 and the ingress and egress easement, shown as Parcel "A" and other easements shown hereon, are dedicated for the common use and benefit of the condominium units of Lake Place, a condominium, and any future condominium units of Lake Place which may be herein after platted and for the use of utility companies as they may require.

LAKESIDE HOMES, INC.

Lester Strutridge  
President  
Lester Strutridge

Bradley Dault  
Witness

**ACKNOWLEDGEMENT**

I, the undersigned Notary Public, hereby certify that on the 19th day of March, 1985 A.D., before me personally appeared Lester Strutridge, President of Lakeside Homes, Inc., a Florida corporation, to be known and known to me to be the individual who is executing the foregoing dedication, and acknowledge the execution thereof to be of his own free act and deed as President on behalf of the said corporation, for the uses and purposes therein expressed. Witness my hand and official seal in the County of Hillsborough, State of Florida.

Wanda Chubb  
Notary Public  
State of Florida

March 1985  
My Commission Expires  
Notary Public, State of Florida At Large  
My Commission Expires April 17, 1988  
Renewed By SALLOR in Hillsborough County, Florida

**SURVEYOR'S CERTIFICATE**

I, J.R. Brandenburg, the undersigned surveyor, being duly authorized to practice in the State of Florida, states that this survey, together with the provisions of the declaration describing the condominium property, is an accurate representation thereof, and that the identification, location, and dimensions of the common elements of each unit (pertaining to land) can be determined from these materials. The construction of the condominium is not substantially complete.

J.R. Brandenburg  
J.R. Brandenburg, P.E. J. Cert. No. 2893. 3/15/85

1000 47 1985

# A CONDOMINIUM

0955

17 EAST, HILLSBOROUGH COUNTY, FLORIDA

LEGAL DESCRIPTION: INGRESS - EGRESS AND UTILITY EASEMENT, PARCEL "A"

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida, more particularly described as follows:

Commencing at the Northwest corner of the aforesaid Southeast 1/4; thence along the easterly line of the said Southeast 1/4, South 0°10'31" East, 13.14 feet; thence departing said Westerly line North 89°49'29" East, 25.00 feet to a point on the Easterly right of way line of Hulsay Road, said point also being the POINT OF BEGINNING; thence continue North 89°49'29" East, 167.50 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 503.63 feet, a central angle of 8°08'39", an arc length of 71.50 feet, the chord for which bears South 86°06'12" East, a chord distance of 71.53 feet to the point of tangency of the said curve; thence South 82°01'52" East, 50.00 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 232.57 feet, a central angle of 16°17'19", an arc length of 68.12 feet, the chord for which bears North 89°49'29" East, a chord distance of 65.90 feet to the point of tangency of the said curve; thence North 81°40'50" East, 50.00 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 503.63 feet, a central angle of 8°08'39", an arc length of 71.59 feet, the chord for which bears North 85°55'10" East, a chord distance of 71.53 feet to the point of tangency of the said curve; thence North 89°49'29" East, 117.89 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 47.07 feet, a central angle of 90°01'44", an arc length of 73.85 feet, the chord for which bears South 45°09'39" East, a chord distance of 66.49 feet to the point of tangency of the said curve; thence South 0°08'47" East, 237.98 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 32.00 feet, a central angle of 270°00'00", an arc length of 150.83 feet, the chord for which bears North 45°08'47" West, a chord distance of 45.26 feet to the point of reverse curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 8.00 feet, a central angle of 90°00'00", an arc length of 13.57 feet, the chord for which bears North 44°51'13" East, a chord distance of 11.31 feet to the point of tangency of the said curve; thence North 0°08'47" West, 197.98 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 23.00 feet, a central angle of 90°01'44", an arc length of 36.14 feet, the chord for which bears North 45°09'39" West, a chord distance of 32.54 feet to the point of tangency of the said curve; thence South 89°49'29" West, 117.89 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 479.63 feet, a central angle of 8°08'39", an arc length of 68.18 feet, the chord for which bears South 85°55'10" West, a chord distance of 68.12 feet to the point of tangency of the said curve; thence South 81°40'50" West, 50.00 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 256.57 feet, a central angle of 16°17'19", an arc length of 72.94 feet, the chord for which bears South 89°49'29" West, a chord distance of 72.70 feet to the point of tangency of the said curve; thence North 82°01'52" West, 50.00 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 479.63 feet, a central angle of 8°08'39", an arc length of 68.18 feet, the chord for which bears North 86°06'12" West, 68.12 feet to the point of tangency of the said curve; thence South 89°49'29" West, 97.50 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 38.00 feet, a central angle of 97°02'37", an arc length of 64.36 feet, the chord for which bears South 41°18'11" West, a chord distance of 56.94 feet; thence South 7°13'23" East, 39.46 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 92.00 feet, a central angle of 14°39'11", an arc length of 27.53 feet, the chord for which bears South 0°05'12" West, a chord distance of 27.46 feet, to the point of tangency of the said curve; thence South 7°25'07" West, 24.17 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 60.00 feet, a central angle of 7°35'58", an arc length of 3.02 feet, the chord for which bears South 1°17'28" West, a chord distance of 9.01 feet to the point of tangency of the said curve; thence South 0°10'31" East, 102.69 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 20.00 feet, a central angle of 90°00'00", an arc length of 31.42 feet, the chord for which bears South 45°10'31" East, a chord distance of 28.28 feet to the point of tangency of the said curve; thence North 89°49'29" East, 163.00 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 69.00 feet, a central angle of 29°39'33", an arc length of 35.52 feet, the chord for which bears South 75°25'45" East, a chord distance of 35.13 feet to the point of tangency of the said curve; thence South 60°43'13" East, 10.00 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a

Cont. on next page!

LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
A CONDOMINIUM

PREPARED BY

WEST CENTRAL FLORIDA SURVEYORS, INC.  
3706 SWANN AVENUE TAMPA, FLORIDA 33609

SHEET 1 OF 11 SHEETS

LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
A CONDOMINIUM

(Cont from preceding page)

radius of 8.00 feet, a central angle of 90°00'00", an arc length of 12.57 feet, the chord for which bears North 74°19'02" East, a chord distance of 11.31 feet to the point of reverse curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 22.00 feet, a central angle of 270°00'00", an arc length of 150.00 feet, the chord for which bears South 15°40'58" East, a chord distance of 45.26 feet to the point of tangency of the said curve; thence North 60°40'58" West, 50.00 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 45.00 feet, a central angle of 29°29'33", an arc length of 23.16 feet the chord for which bears North 75°25'45" West, a chord distance of 22.91 feet to the point of tangency of the said curve; thence South 89°49'29" West, 183.00 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 20.00 feet, central angle of 90°00'00", an arc length of 31.42 feet, the chord for which bears South 44°49'29" West, a chord distance of 28.28 feet to the point of tangency of the said curve; thence South 0°10'31" East, 15.35 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 68.00 feet, a central angle of 3°32'16", an arc length of 4.20 feet, the chord for which bears South 1°56'39" East, a chord distance of 4.20 feet to the point of tangency of the said curve; thence South 3°37'22" East, 46.06 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 92.00 feet, a central angle of 3°32'16", an arc length of 5.68 feet, the chord for which bears South 1°56'39" East, 5.68 feet to the point of tangency of the said curve; thence South 0°10'31" East, 83.06 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 92.00 feet, a central angle of 3°32'16", an arc length of 5.68 feet, the chord for which bears South 1°35'37" West, a chord distance of 5.68 feet to the point of tangency of the said curve; thence South 3°21'45" West, 45.81 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 38.00 feet, a central angle of 93°32'16", an arc length of 62.04 feet, the chord for which bears South 43°24'23" East, a chord distance of 55.37 feet to the point of tangency of the said curve; thence North 89°49'29" East, 105.00 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 510.75 feet, a central angle of 5°44'21", an arc length of 51.16 feet, the chord for which bears South 87°18'21" East, a chord distance of 51.14 feet to the point of tangency of the said curve; thence South 64°26'10" East, 50.00 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 486.75 feet, a central angle of 5°44'21", an arc length of 48.76 feet, the chord for which bears South 87°18'21" East, a chord distance of 48.74 feet to the point of tangency of the said curve; thence North 89°49'29" East, 41.00 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 42.60 feet, a central angle of 74°59'57", an arc length of 55.76 feet, the chord for which bears North 52°19'11" East, a chord distance of 51.87 feet to the point of reverse curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 37.00 feet, a central angle of 165°00'10", an arc length of 106.55 feet, the chord for which bears South 82°40'36" East, a chord distance of 73.37 feet to the point of tangency of the said curve; thence South 0°10'31" East, 22.00 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 37.00 feet, a central angle of 19°53'54", an arc length of 12.85 feet, the chord for which bears South 9°46'22" West, a chord distance of 12.79 feet to a point; thence South 89°04'08" East, 57.26 feet; thence South 38°49'36" West, 30.41 feet; thence North 89°04'04" West, 82.49 feet; thence North 75°10'31" West, 21.86 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 178.50 feet, a central angle of 15°00'00", an arc length of 46.73 feet, the chord for which bears North 82°40'31" West, a chord distance of 46.60 feet to the point of tangency of the said curve; thence South 89°49'29" West, 41.00 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 510.75 feet, a central angle of 5°44'21", an arc length of 51.16 feet, the chord for which bears North 87°18'21" West, a chord distance of 51.14 feet to the point of tangency of the said curve; thence North 84°26'10" West, 50.00 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 486.75 feet, a central angle of 5°44'21", an arc length of 48.76 feet, the chord for which bears North 87°18'21" West, a chord distance of 48.74 feet to the point of tangency of the said curve; thence South 89°49'29" West, 105.00 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 38.00 feet, a central angle of 90°00'00", an arc length of 59.69 feet, the chord for which bears South 44°49'29" West, a chord distance of 53.74 feet to the point of tangency of the said curve; thence South 0°10'31" East, 62.35 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 68.00 feet, a central angle of 9°43'36", an arc length of 11.54 feet, the chord for which bears South 5°02'19" East, a chord distance of 11.51 feet to the point of reverse curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 92.00 feet, a central angle of 19°27'12", an arc length of 13.24 feet, the chord for which bears South 0°10'31" East, a chord distance of 11.09 feet to the point of reverse curvature

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of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 68.00 feet; a central angle of  $9^{\circ}43'36''$ , an arc length of 11.54 feet, the chord for which bears South  $4^{\circ}41'17''$  West, a chord distance of 11.53 feet to the point of tangency of the said curve; thence South  $0^{\circ}3'31''$  East, 93.67 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 188.00 feet, a central angle of  $8^{\circ}11'58''$ , an arc length of 28.00 feet, the chord for which bears South  $4^{\circ}26'21''$  East, a chord distance of 27.97 feet to the point of tangency of the said curve; thence South  $8^{\circ}42'22''$  East, 56.66 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 212.94 feet, a central angle of  $17^{\circ}03'41''$ , an arc length of 63.41 feet, the chord for which bears South  $0^{\circ}10'31''$  East, a chord distance of 63.14 feet to the point of tangency of the said curve; thence South  $8^{\circ}21'19''$  West, 68.86 feet; thence North  $81^{\circ}38'41''$  West, 35.54 feet to a point on the Easterly right of way line of Hulsey Road; thence along the said Easterly right of way line North  $0^{\circ}10'31''$  West, 1026.63 feet to the POINT OF BEGINNING, containing 1.918 acres more or less.

## PHASE LEGAL DESCRIPTIONS

## LEGAL DESCRIPTION: PHASE 1

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South  $0^{\circ}10'31''$  East, 578.14 feet; thence departing the said Westerly line North  $89^{\circ}49'29''$  East, 151.17 feet to the POINT OF BEGINNING; thence South  $89^{\circ}49'29''$  West, 56.17 feet; thence North  $0^{\circ}10'31''$  West, 73.94 feet; thence South  $88^{\circ}54'08''$  East, 56.68 feet; thence South  $0^{\circ}10'31''$  East, 72.68 feet to the POINT OF BEGINNING, containing 0.095 acres more or less.

## LEGAL DESCRIPTION: PHASE 2

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South  $0^{\circ}10'31''$  East, 578.20 feet; thence departing the said Westerly line North  $89^{\circ}49'29''$  East, 207.87 feet to a point on the arc of a non-tangent circular curve concave to the Southwest; thence along the arc of said curve having a radius of 110.75 feet; a central angle of  $0^{\circ}52'44''$ , an arc length of 7.84 feet, the chord for which bears North  $89^{\circ}44'09''$  West, a chord distance of 7.84 feet to the point of tangency of the said curve; thence South  $89^{\circ}49'29''$  West, 48.83 feet; thence North  $0^{\circ}10'31''$  West, 72.68 feet; thence South  $88^{\circ}54'08''$  East, 56.68 feet; thence South  $0^{\circ}10'31''$  East, 71.48 feet to the POINT OF BEGINNING, containing 0.094 acres more or less.

## LEGAL DESCRIPTION: PHASE 3

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South  $0^{\circ}10'31''$  East, 604.75 feet; thence departing the said Westerly line North  $89^{\circ}49'29''$  East, 250.39 feet to the POINT OF BEGINNING; thence South  $0^{\circ}3'31''$  East, 81.72 feet; thence North  $32^{\circ}41'35''$  West, 56.66 feet; thence North  $0^{\circ}10'31''$  West, 83.86 feet; thence North  $89^{\circ}49'29''$  East, 6.28 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 486.75 feet; a central angle of  $5^{\circ}44'21''$ , an arc length of 48.76 feet, the chord for which bears South  $87^{\circ}3'21''$  East, a chord distance of 48.74 feet to the point of tangency of the said curve; thence South  $84^{\circ}26'10''$  East, 1.72 feet to the POINT OF BEGINNING, containing 0.180 acres more or less.

## LEGAL DESCRIPTION: PHASE 4

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South  $0^{\circ}10'31''$  East, 602.14 feet; thence departing the said Westerly line North  $89^{\circ}49'29''$  East, 193.72 feet to the POINT OF BEGINNING; thence South  $0^{\circ}10'31''$  East, 65.86 feet; thence South  $89^{\circ}49'29''$  West, 56.66 feet; thence North  $0^{\circ}10'31''$  West, 63.86 feet; thence North  $89^{\circ}49'29''$  East, 56.66 feet to the POINT OF BEGINNING, containing 0.086 acres more or less.

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 661

LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
A CONDOMINIUM

LEGAL DESCRIPTION: PHASE 3

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 793.97 feet; thence departing the said Westerly line South 89°54'13" East, 57.00 feet to the POINT OF BEGINNING; thence North 0°10'31" West, 37.69 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 68.00 feet, a central angle of 09°43'36", an arc length of 11.54 feet, the chord for which bears North 04°41'17" East, a chord distance of 13.53 feet to the point of reverse curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 92.00 feet, a central angle of 04°51'11", an arc length of 7.79 feet, the chord for which bears North 07°07'29" East, a chord distance of 7.79 feet to a point; thence departing the said arc South 89°54'13" East, 69.02 feet; thence South 02°16'46" East, 56.96 feet; thence North 89°54'13" West, 73.08 feet; the the POINT OF BEGINNING, containing 0.094 acres more or less.

LEGAL DESCRIPTION: PHASE 6

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 793.97 feet; thence departing the said Westerly line North 89°54'13" East, 57.00 feet to the POINT OF BEGINNING; thence South 89°54'13" East, 73.08 feet; thence South 02°16'46" East, 56.71 feet; thence North 89°54'13" West, 75.16 feet to a point on the arc of a non-tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 188.00 feet, a central angle of 0°12'27", an arc length of 0.68 feet; the chord for which bears North 0°16'38" West a chord distance of 0.68 feet to the point of tangency of the said curve; thence North 0°10'31" West, 55.98 feet to the POINT OF BEGINNING, containing 0.096 acres more or less.

LEGAL DESCRIPTION: PHASE 7

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 907.28 feet; thence departing the said Westerly line South 89°54'13" East, 63.50 feet to the POINT OF BEGINNING; thence North 08°42'22" West, 29.80 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 188.00 feet, a central angle of 08°19'11", an arc length of 27.32 feet, the chord for which bears North 04°32'37" West, a chord distance of 27.29 feet; thence departing said arc South 89°54'13" East, 75.16 feet; thence South 02°16'46" East, 56.70 feet; thence North 89°54'13" West, 70.74 feet to the POINT OF BEGINNING, containing 0.096 acres more or less.

LEGAL DESCRIPTION: PHASE 8

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 907.28 feet; thence departing the said Westerly line North 89°54'13" East, 63.50 feet to the POINT OF BEGINNING; thence South 89°54'13" East, 70.74 feet; thence South 02°16'46" East, 56.82 feet; thence North 89°54'13" West, 66.57 feet to a point on the arc of a non-tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 212.94 feet, a central angle of 08°17'21", an arc length of 10.81 feet, the chord for which bears North 04°33'41" West, a chord distance of 10.78 feet to the point of tangency of the said curve; thence North 08°42'22" West, 35.25 feet to the POINT OF BEGINNING, containing 0.088 acres more or less.

LEGAL DESCRIPTION: PHASE 9

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida, more particularly described as follows: (Cont on next paragraph)

1000-24-177-1985

LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
A CONDOMINIUM

(Cont. from last paragraph)  
Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 963.91 feet; thence departing the said Westerly line South 89°54'13" East, 89.76 feet to a point on the arc of a non-tangent circular curve concave to the Northwest, also being the POINT OF BEGINNING; thence departing said arc South 89°54'13" East, 66.57 feet; thence South 02°16'46" East, 55.94 feet; thence South 72°22'55" West, 82.00 feet; thence North 08°21'19" East, 48.86 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 212.94 feet, a central angle of 08°46'18", an arc length of 32.60 feet, the chord for which bears North 03°58'10" East, a chord distance of 32.57 feet to the POINT OF BEGINNING, containing 0.111 acres more or less.

LEGAL DESCRIPTION: PHASE 10

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 578.20 feet; thence departing the said Westerly line North 89°49'29" East, 207.83 feet to a point on the arc of a non-tangent circular curve concave to the Southwest; also being the POINT OF BEGINNING; thence departing said arc North 0°10'31" West, 71.48 feet; thence South 88°54'08" East, 56.68 feet; thence South 0°10'31" East, 74.07 feet; thence North 84°26'10" West, 13.49 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 510.75 feet, a central angle of 4°51'37", an arc length of 43.32 feet the chord for which bears North 86°51'59" West a chord distance of 43.31 feet to the POINT OF BEGINNING, containing 0.094 acres more or less.

LEGAL DESCRIPTION: PHASE 11

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 587.31 feet; thence departing the said Westerly line North 89°49'29" East, 321.19 feet to a point on the arc of a non-tangent circular curve concave to the Northeast said point also being the POINT OF BEGINNING; thence along the arc of the said curve having a radius of 486.75 feet, a central angle of 2°24'16", an arc length of 20.43 feet, the chord for which bears North 85°30'18" West a chord distance of 20.43 feet to the point of tangency of the said curve; thence North 84°26'10" West, 16.51 feet; thence North 0°10'31" West, 74.07 feet; thence South 88°54'08" East, 56.70 feet; thence South 0°10'31" East, 78.08 feet to the POINT OF BEGINNING, containing 0.099 acres more or less.

LEGAL DESCRIPTION: PHASE 12

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 587.31 feet; thence departing the said Westerly line North 89°49'29" East, 321.19 feet to a point on the arc of a non-tangent circular curve concave to the Northeast also being the POINT OF BEGINNING; thence departing said curve North 0°10'31" West, 79.08 feet; thence South 88°54'08" East, 56.56 feet; thence North 84°26'10" East, 0.39 feet; thence South 0°10'31" East, 77.87 feet; thence South 89°49'29" West, 28.35 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 486.75 feet, a central angle of 3°20'05", an arc length of 28.13 feet, the chord for which bears North 88°30'29" West a chord distance of 28.13 feet to the POINT OF BEGINNING, containing 0.102 acres more or less.

LEGAL DESCRIPTION: PHASE 13

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 556.56 feet; thence departing the said Westerly line North 89°49'29" East, 431.65 feet to the POINT OF BEGINNING also being the point of curvature of a non-tangent circular curve concave to the Northwest;

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thence along the arc of the said curve having a radius of 42.60 feet,  
a central angle of 74°59'57", an arc length of 55.76 feet, the chord  
for which bears South 52°19'31" West a chord distance of 51.87 feet to  
the point of tangency of the said curve; thence South 89°49'29" West,  
12.65 feet; thence North 0°10'31" West, 77.07 feet; thence North 54°56'  
28" East, 69.00 feet; thence South 0°10'31" East, 71.00 feet; thence  
South 10°46'10" West, 15.08 feet to the POINT OF BEGINNING, containing  
0.117 Acres more or less.

LEGAL DESCRIPTION: PHASE 14

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4  
of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian,  
Hillsborough County, Florida; more particularly described as follows:  
Commencing at the Northwest corner of the said Southeast 1/4; thence  
along the westerly line of the said Southeast 1/4 South 0°10'31" East,  
556.56 feet; thence departing the said westerly line North 89°49'29"  
East, 431.65 feet to the POINT OF BEGINNING; thence North 10°46'10"  
East, 15.08 feet; thence North 0°10'31" West, 71.00 feet; thence North  
54°56'28" East, 31.48 feet; thence South 83°10'03" East, 31.05 feet;  
thence South 0°10'31" East, 81.25 feet to a point on the arc of a non-  
tangent circular curve concave to the Southeast; thence along the arc  
of the said curve having a radius of 37.00 feet, a central angle of 114°  
59'53", an arc length of 74.26 feet, the chord for which bears South  
72°19'16" West, a chord distance of 62.41 feet to the POINT OF BEGINNING,  
containing 0.099 acres more or less.

LEGAL DESCRIPTION: PHASE 15

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4  
of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian,  
Hillsborough County, Florida; more particularly described as follows:  
Commencing at the Northwest corner of the said Southeast 1/4; thence  
along the westerly line of the said Southeast 1/4 South 0°10'31" East,  
554.13 feet; thence departing the said westerly line North 89°49'29"  
East, 502.39 feet to a point on the arc of a non-tangent circular curve  
concave to the Southwest also being the POINT OF BEGINNING; thence along  
the arc of the said curve having a radius of 37.00 feet, a central angle  
of 31°03'57", an arc length of 20.06 feet, the chord for which bears  
North 34°38'50" West a chord distance of 19.82 feet to a point; thence  
departing said arc North 0°10'31" West 81.25 feet; thence South 83°  
10'03" East, 76.12 feet; thence South 0°10'31" East, 73.98 feet; thence  
South 89°49'29" West, 60.40 feet; thence South 15°11'24" West, 14.85  
feet to the POINT OF BEGINNING, containing 0.138 acres more or less.

LEGAL DESCRIPTION: PHASE 16

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4  
of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian,  
Hillsborough County, Florida; more particularly described as follows:  
Commencing at the Northwest corner of the said Southeast 1/4; thence  
along the westerly line of the said Southeast 1/4 South 0°10'31" East,  
554.13 feet; thence departing the said westerly line North 89°49'29"  
East, 502.39 feet to a point on the arc of a non-tangent circular  
curve concave to the Southwest also being the POINT OF BEGINNING;  
thence departing said curve North 15°11'24" East, 14.85 feet; thence  
North 89°49'29" East, 60.40 feet; thence South 0°10'31" East, 53.02  
feet; thence South 38°49'36" West, 11.59 feet; thence North 89°04'06"  
West, 57.26 feet to a point on the arc of a non-tangent circular curve  
concave to the Northwest; thence along the arc of the said curve having  
radius of 37.00 feet, a central angle of 19°53'54", an arc length of  
12.85 feet, the chord for which bears North 09°46'22" East, a chord  
distance of 12.79 feet to the point of tangency of the said curve;  
thence North 0°10'31" West, 22.00 feet, to the point of curvature of  
a tangent circular curve concave to the Southwest; thence along the arc  
of the said curve having a radius of 37.00 feet, a central angle of  
18°56'20", an arc length of 12.21 feet the chord for which bears North  
09°38'31" West, a chord distance of 12.18 feet to the POINT OF BEGINNING,  
containing 0.088 acres more or less.

LEGAL DESCRIPTION: PHASE 17

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4  
of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian,  
Hillsborough County, Florida, more particularly described as follows:  
Commencing at the Northwest corner of the said Southeast 1/4; thence  
along the westerly line of the said Southeast 1/4 South 0°10'31" East,  
624.25 feet; thence departing the said westerly line North 89°49'29"  
East, 431.65 feet to the POINT OF BEGINNING; thence South 89°04'06"  
East, 83.11 feet; thence South 0°05'48" East, 45.16 feet; thence South  
33°14'31" West, 10.00 feet; thence North 81°75'41" West 46.66 feet;  
thence North 0°10'31" West, 59.33 to the POINT OF BEGINNING, containing  
0.097 acres more or less.

LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
A CONDOMINIUM

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A CONDOMINIUM

7 EAST, HILLSBOROUGH COUNTY, FLORIDA

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LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
A CONDOMINIUM

LEGAL DESCRIPTION: PHASE 18

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 624.25 feet; thence departing the said Westerly line North 89°49'29" East, 477.10 feet to the POINT OF BEGINNING; thence South 0°10'31" East, 69.33 feet; thence North 87°35'41" West, 56.74 feet; thence North 0°10'31" West, 76.36 feet to a point on the arc of a non-tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 178.50 feet a central angle of 5°21'10" an arc length of 16.68 feet, the chord for which bears South 77°51'06" East, a chord distance of 16.67 feet to the point of tangency of the said curve; thence South 75°10'31" East, 21.86 feet; thence South 89°04'04" East, 19.28 feet to the POINT OF BEGINNING, containing 0.0932 acres more or less.

LEGAL DESCRIPTION: PHASE 19

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 612.14 feet; thence departing the said Westerly line North 89°49'29" East, 363.73 feet to the POINT OF BEGINNING; thence North 89°49'29" East, 26.77 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 178.50 feet, a central angle of 09°38'50", an arc length of 30.05 feet, the chord for which bears South 85°21'06" East a chord distance of 30.02 feet; thence departing said curve South 0°10'31" East, 76.36 feet; thence North 87°35'41" West, 56.74 feet; thence North 0°10'31" West, 76.33 feet to the POINT OF BEGINNING, containing 0.100 acres more or less.

LEGAL DESCRIPTION: PHASE 20

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 612.14 feet; thence departing the said Westerly line North 89°49'29" East, 363.73 feet to the POINT OF BEGINNING; thence South 0°10'31" East, 76.33 feet; thence North 87°35'41" West, 28.37 feet; thence North 89°41'36" West, 28.33 feet; thence North 0°10'31" West, 76.58 feet to a point on the arc of a non-tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 510.75 feet, a central angle of 04°46'02" an arc length of 42.50 feet, the chord for which bears South 87°47'30" East a chord distance of 42.48 feet to the point of tangency of the said curve; thence North 89°49'29" East, 14.23 feet to the POINT OF BEGINNING, containing 0.099 acres more or less.

LEGAL DESCRIPTION: PHASE 21

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 504.75 feet; thence departing the said Westerly line North 89°49'29" East, 250.39 feet to the POINT OF BEGINNING; thence South 84°26'10" East, 48.28 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 510.75 feet, a central angle of 0°58'19", an arc length of 8.56 feet, the chord for which bears South 84°55'20" East, a chord distance of 8.56 feet; thence departing said arc South 0°10'31" East, 76.58 feet; thence North 89°41'36" West, 56.56 feet; thence North 0°10'31" West, 91.72 feet to the POINT OF BEGINNING, containing 0.103 acres more or less.

LEGAL DESCRIPTION: PHASE 22

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4, thence

LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH.

LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
A CONDOMINIUM

(Cont. from preceding page)  
along the westerly line of the said Southeast 1/4 South 0°10'31" East, 312.14 feet; thence departing the said westerly line North 89°49'29" East, 123.08 feet to the POINT OF BEGINNING; thence South 0°10'31" East, 68.33 feet; thence South 89°49'29" West, 64.22 feet; thence North 03°37'22" West, 28.84 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 68.00 feet, a central angle of 03°32'16", an arc length of 4.20 feet, the chord for which bears North 01°56'39" West, a chord distance of 4.20 feet to the point of tangency of the said curve; thence North 0°10'31" West, 15.35 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 20.00 feet, a central angle of 90°00'00", an arc length of 31.42 feet, the chord for which bears North 44°42'29" East, a chord distance of 28.28 feet to the point of tangency of the said curve, thence North 89°49'29" East, 46.08 feet to the POINT OF BEGINNING, containing 0.101 acres more or less.

LEGAL DESCRIPTION: PHASE 23

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the westerly line of the said Southeast 1/4 South 0°10'31" East, 312.14 feet; thence departing the said westerly line North 89°49'29" East, 123.08 feet to the POINT OF BEGINNING; thence North 89°49'29" East, 56.67 feet; thence South 0°10'31" East, 73.03 feet; thence North 82°38'47" West, 35.83 feet; thence South 89°49'29" West, 21.14 feet; thence North 0°10'31" West, 68.33 feet to the POINT OF BEGINNING, containing 0.091 acres more or less.

LEGAL DESCRIPTION: PHASE 24

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the westerly line of the said Southeast 1/4 South 0°10'31" East, 312.14 feet; thence departing the said westerly line North 89°49'29" East, 236.43 feet to the POINT OF BEGINNING; thence South 0°10'31" East, 80.52 feet; thence North 82°38'47" West, 57.16 feet; thence North 0°10'31" West, 73.03 feet; thence North 89°49'29" East, 56.67 feet to the POINT OF BEGINNING, containing 0.100 acres more or less.

LEGAL DESCRIPTION: PHASE 25

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the westerly line of the said Southeast 1/4 South 0°10'31" East, 312.14 feet; thence departing the said westerly line North 89°49'29" East, 236.43 feet to the POINT OF BEGINNING; thence North 89°49'29" East, 3.58 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 45.00 feet, a central angle of 29°29'33", an arc length of 23.16 feet, the chord for which bears South 75°25'45" East, a chord distance of 22.41 feet to the point of tangency of the said curve; thence South 80°40'58" East, 35.54 feet; thence South 0°10'31" East, 64.68 feet; thence North 82°38'47" West, 57.16 feet; thence North 0°10'31" West, 80.52 feet to the POINT OF BEGINNING, containing 0.098 acres more or less.

LEGAL DESCRIPTION: PHASE 26

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4, thence along westerly line of the said Southeast 1/4 South 0°10'31" East, 334.74 feet; thence departing the said westerly line North 89°49'29" East, 346.46 feet to a point on the arc of a non-tangent circular curve concave to the Northwest also being the POINT OF BEGINNING; thence departing said curve South 45°03'38" East, 15.06 feet; thence North 89°49'29" East, 56.70 feet; thence South 0°10'31" East, 28.33 feet; thence South 43°10'40" West, 44.09 feet; thence North 87°34'25" West, 72.79 feet; thence North 82°38'47" West, 17.84 feet; thence North 0°10'31" West, 64.68 feet; thence South 80°40'58" East, 14.46 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 32.00 feet, a central angle of 29°29'33", an arc length of 45.33 feet, the chord for which bears North 01°56'39" West, a chord distance of 45.33 feet to the POINT OF BEGINNING.

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bears North 78°55'12" East a chord distance of 41.48 feet to the POINT OF BEGINNING, containing 0.156 acres more or less.

LEGAL DESCRIPTION: PHASE 27

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the westerly line of the said Southeast 1/4 South 0°10'31" East, 134.74 feet; thence departing the said westerly line North 89°49'29" East, 146.40 feet to a point on the arc of a non-tangent circular curve concave to the Southwest also being the POINT OF BEGINNING; thence departing said curve North 47°40'04" East, 92.54; thence South 0°10'31" East, 114.25; thence South 89°49'29" West, 56.70 feet; thence North 45°09'38" West, 15.06 to a point on the arc of a non-tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 32.00 feet, a central angle of 80°51'18", an arc length of 45.16 feet the chord for which bears North 01°54'17" West, a chord distance of 41.50 to the POINT OF BEGINNING, containing 0.124 acres more or less.

LEGAL DESCRIPTION: PHASE 28

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the westerly line of the said Southeast 1/4 South 0°10'31" East, 298.98 feet; thence departing the said westerly line North 89°49'29" East, 293.58 feet to the POINT OF BEGINNING; thence North 02°51'49" West, 10.00 feet; thence North 0°10'31" West, 68.60 feet; thence North 88°42'19" East, 43.52 feet; thence South 81°36'56" East, 78.00 feet; thence South 47°40'04" West, 92.54 feet to a point on the arc of a non-tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 32.00 feet, a central angle of 108°21'02", an arc length of 60.51 feet, the chord for which bears South 83°29'33" West, a chord distance of 51.89 feet to the POINT OF BEGINNING, containing 0.137 acres more or less.

LEGAL DESCRIPTION: PHASE 29

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the westerly line of the said Southeast 1/4 South 0°10'31" East, 298.98 feet; thence departing the said westerly line North 89°49'29" East, 293.58 feet to the point of curvature of a non-tangent circular curve concave to the Northwest also being the POINT OF BEGINNING; thence along the arc of the said curve having a radius of 8.00 feet, a central angle of 70°00'00", an arc length of 12.57 feet, the chord for which bears South 74°19'02" West, a chord distance of 11.31 feet to the point of tangency of the said curve; thence North 60°40'58" West, 10.00 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 69.00 feet, a central angle of 29°29'33", an arc length of 35.52 feet, the chord for which bears North 75°25'45" West chord distance of 35.13 feet to the point of tangency of the said curve; thence South 89°49'29" West, 3.57 feet; thence North 0°10'31" West, 66.65 feet; thence North 88°42'19" East, 50.68 feet; thence South 0°10'31" West, 68.60 feet; thence South 02°51'49" East, 10.00 feet to the POINT OF BEGINNING, containing 0.095 acres more or less.

LEGAL DESCRIPTION: PHASE 30

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the westerly line of the said Southeast 1/4 South 0°10'31" East, 288.14 feet; thence departing the said westerly line North 89°49'29" East, 179.76 feet to the POINT OF BEGINNING; thence North 0°10'31" West, 65.54 feet; thence North 88°42'19" East, 56.68 feet; thence South 0°10'31" East, 66.55 feet; thence South 89°49'29" West, 56.68 feet to the POINT OF BEGINNING, containing 0.086 acres more or less.

LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
A CONDOMINIUM

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LAKE PLACE SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA A CONDOMINIUM

LEGAL DESCRIPTION: PHASE 31

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 288.14 feet; thence departing the said Westerly line North 89°49'29" East, 179.76 feet to the POINT OF BEGINNING; thence South 89°49'29" East, 56.67 feet; thence North 0°10'31" West, 64.43 feet; thence North 88°42'19" East, 56.69 feet; thence South 0°10'31" East, 65.54 feet to the POINT OF BEGINNING, containing 0.085 acres more or less.

LEGAL DESCRIPTION: PHASE 32

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida, more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 288.14 feet; thence departing the said Westerly line North 89°49'29" East, 123.08 feet to the POINT OF BEGINNING; thence South 89°49'29" West, 46.08 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 20.00 feet, a central angle of 31°57'12", an arc length of 11.15 feet, the chord for which bears North 74°11'55" West, a chord distance of 11.01 feet; thence departing said arc North 0°10'31" West, 60.29 feet; thence North 88°42'19" East, 56.68 feet; thence South 0°10'31" East, 64.43 feet to the POINT OF BEGINNING, containing 0.083 acres more or less.

LEGAL DESCRIPTION: PHASE 33

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 37.14 feet; thence departing the said Westerly line North 89°49'29" East, 123.33 feet to the POINT OF BEGINNING; thence South 0°10'31" East, 63.66 feet; thence South 89°09'02" West, 56.66 feet; thence North 0°10'31" West, 51.66 feet to a point on the arc of a non-tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 38.00, a central angle of 48°12'16", an arc length of 31.97 feet the chord for which bears North 65°43'21" East a chord distance of 31.04 feet to the point of tangency of the said curve; thence North 89°49'29" East, 28.33 feet to the POINT OF BEGINNING, containing 0.081 acres more or less.

LEGAL DESCRIPTION: PHASE 34

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 37.14 feet; thence departing the said Westerly line North 89°49'29" East, 123.33 feet to the POINT OF BEGINNING; thence North 89°49'29" East, 56.66 feet; thence South 0°10'31" East, 63.00 feet; thence South 89°09'02" West, 56.66 feet; thence North 0°10'31" West, 63.66 feet to the POINT OF BEGINNING, containing 0.082 acres more or less.

LEGAL DESCRIPTION: PHASE 35

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 39.17 feet; thence departing the said Westerly line North 89°49'29" East, 236.67 feet to a point on the arc of a non-tangent circular curve concave to the Southwest also being the POINT OF BEGINNING; thence departing said curve South 0°10'31" East, 60.29 feet; thence South 89°09'02" West, 56.68 feet; thence North 0°10'31" West, 63.00 feet; thence North 89°49'29" East, 12.51 feet to the point of curvature of a tangent circular curve concave to the Southwest; thence along the arc of the said curve having a radius of 479.63 feet, a central angle of 5°17'02", an arc length of 44.32 feet, the chord for which bears South 87°12'00" East, a chord distance of 44.22 feet to the POINT OF BEGINNING, containing 0.081 acres more or less.

177-1000

## LEGAL DESCRIPTION: PHASE 36

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the westerly line of the said Southeast 1/4 South 0°10'31" East, 39.17 feet; thence departing the said westerly line North 89°49'29" East, 236.67 feet to a point on the arc of a non-tangent circular curve concave to the Southwest, also being the POINT OF BEGINNING; thence along the arc of the said curve having a radius of 479.63 feet, a central angle of 2°51'37", an arc length of 23.94 feet, the chord for which bears South 83°27'41" East, a chord distance of 23.94 feet to the point of tangency of the said curve; thence South 82°01'52" East, 33.23 feet; thence South 0°10'31" East, 67.79 feet; thence North 82°08'24" West, 57.23 feet; thence North 0°10'31" West, 67.29 feet to the POINT OF BEGINNING, containing 0.088 acres more or less.

## LEGAL DESCRIPTION: PHASE 37

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the westerly line of the said Southeast 1/4 South 0°10'31" East, 51.62 feet; thence departing the said westerly line North 89°49'29" East, 350.02 feet to a point on the arc of a non-tangent circular curve concave to the Northeast, also being the POINT OF BEGINNING; thence departing the said curve South 0°10'31" East, 62.85 feet; thence South 89°49'29" West, 56.68 feet; thence North 0°10'31" West, 67.79 feet; thence South 82°01'52" East, 16.77 feet to the point of curvature of a tangent circular curve concave to the Northeast; thence along the arc of the said curve having a radius of 256.57 feet, a central angle of 8°58'39", an arc length of 40.20 feet, the chord for which bears South 86°31'12" East, a chord distance of 40.16 to the POINT OF BEGINNING, containing 0.084 acres more or less.

## LEGAL DESCRIPTION: PHASE 38

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the westerly line of the said Southeast 1/4 South 0°10'31" East, 51.62 feet; thence departing the said westerly line North 89°49'29" East, 350.02 feet to a point on the arc of a non-tangent circular curve concave to the Northwest being the POINT OF BEGINNING; thence along the arc of the said curve having a radius of 256.57 feet, a central angle of 7°18'40", an arc length of 32.74 feet, the chord for which bears North 85°20'39" East, a chord distance of 32.72 feet to the point of tangency of the said curve; thence North 81°40'50" East, 24.29 feet; thence South 0°10'31" East, 68.85 feet; thence South 89°49'29" West, 56.66 feet; thence North 0°10'31" West, 62.85 feet to the POINT OF BEGINNING, containing 0.085 acres more or less.

## LEGAL DESCRIPTION: PHASE 39

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 29 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the westerly line of the said Southeast 1/4 South 0°10'31" East, 19.64 feet; thence departing the said westerly line North 89°49'29" East, 463.35 feet to a point on the arc of a non-tangent circular curve concave to the Southeast also being the POINT OF BEGINNING; thence departing the said curve South 0°10'31" East, 66.43 feet; thence South 82°23'07" West, 57.15 feet; thence North 0°10'31" West, 68.85 feet; thence North 81°40'50" East, 25.68 feet to the point of curvature of a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 479.63 feet, a central angle of 3°45'19", an arc length of 31.42 feet, the chord for which bears North 83°43'30" East, a chord distance of 31.41 feet to the POINT OF BEGINNING, containing 0.090 acres more or less.

## LEGAL DESCRIPTION: PHASE 40

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 29 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence

(Cont on next page)

A CONDOMINIUM

SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

LAKE PLACE

LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
A CONDOMINIUM

(Cont. from preceding page)  
along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 38.64 feet; thence departing the said Westerly line North 89°49'29" East, 463.35 feet to a point on the arc of a non-tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 479.63 feet, a central angle of 4°23'20", an arc length of 36.74 feet, the chord for which bears North 87°47'49" East, a chord distance of 36.73 feet to the point of tangency of the said curve; thence North 89°49'29" East, 19.94 feet; thence South 0°10'31" East, 62.33 feet; thence South 82°23'07" West, 57.13 feet; thence North 0°10'31" West, 68.43 feet to the POINT OF BEGINNING, containing 0.086 acres more or less.

LEGAL DESCRIPTION: PHASE 41

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 37.34 feet; thence departing the said Westerly line North 89°49'29" East, 520.00 feet to the POINT OF BEGINNING; thence North 89°49'29" East, 56.67 feet; thence South 0°10'31" East, 62.33 feet; thence South 89°49'29" West, 56.67 feet; thence North 0°10'31" West, 62.33 feet to the POINT OF BEGINNING, containing 0.081 acres more or less.

LEGAL DESCRIPTION: PHASE 42

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 213.07 feet; thence departing the said Westerly line North 89°51'13" East, 640.91 feet to the POINT OF BEGINNING; thence South 89°51'13" West, 83.80 feet; thence North 15°44'18" East, 58.92 feet; thence North 89°51'13" East, 67.67 feet; thence South 0°08'47" East, 56.67 feet to the POINT OF BEGINNING, containing 0.099 acres more or less.

LEGAL DESCRIPTION: PHASE 43

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 213.01 feet; thence departing the said Westerly line North 89°51'13" East, 640.91 feet to the POINT OF BEGINNING; thence South 0°08'47" East, 45.00 feet to the point of curvature of a tangent circular curve concave to the Northwest; thence along the arc of the said curve having a radius of 8.00 feet, a central angle of 90°00'00", an arc length of 12.57 feet, the chord for which bears South 44°51'13" West, a chord distance of 11.31 feet to the point of reverse curvature with a tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 32.00 feet, a central angle of 27°40'21", an arc length of 15.46 feet, the chord for which bears South 76°01'03" West, a chord distance of 15.31 feet to a point; thence departing said curve South 89°51'13" West, 77.06 feet; thence North 15°44'18" East, 58.92 feet; thence North 89°51'13" East, 83.80 feet to the POINT OF BEGINNING containing 0.113 acres more or less.

REC 4667 60966

LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
A CONDOMINIUM

LEGAL DESCRIPTION: PHASE 44

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of the said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 317.87 feet; thence departing said Westerly line North 89°57'13" East, 607.76 feet to a point on the arc of a non-tangent circular curve concave to the Southeast, also being the POINT OF BEGINNING; thence departing said curve South 51°29'05" West, 52.01 feet; thence North 43°12'18" West, 54.97 feet; thence North 15°44'18" East, 41.92 feet; thence North 89°51'13" East, 77.06 feet to a point on the arc of a non-tangent circular curve concave to the Southeast; thence along the arc of the said curve having a radius of 32.00 feet a central angle of 100°41'47", an arc length of 56.24 feet, the chord for which bears South 11°49'59" West a chord distance of 49.28 feet to the POINT OF BEGINNING, containing 0.104 acres more or less.

LEGAL DESCRIPTION: PHASE 45

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 28 South, Range 17 East, Tallahassee Meridian, Hillsborough County, Florida; more particularly described as follows: Commencing at the Northwest corner of said Southeast 1/4; thence along the Westerly line of the said Southeast 1/4 South 0°10'31" East, 317.87 feet; thence departing the said Westerly line North 89°51'13" East, 607.76 feet to a point on the arc of a non-tangent circular curve concave to the Northwest, also being the POINT OF BEGINNING; thence along the arc of the said curve having a radius of 32.00 feet, a central angle of 141°37'52", an arc length of 79.11 feet, the chord for which bears North 70°40'09" East, a chord distance of 60.45 feet to the end of the said curve; thence North 89°51'13" East, 2.96 feet to a point on the Easterly line of the Northwest Quarter of the Northwest Quarter of the Southeast Quarter of said Section 24; thence along said Easterly line South 0°08'47" East, 92.31 feet; thence departing said Easterly line South 89°51'13" West, 63.29 feet; thence North 43°12'18" West, 54.97 feet; thence North 51°29'05" East, 51.01 feet to the POINT OF BEGINNING, containing 0.125 acres more or less.



LAKE PLACE

SECTION 24, TOWNSHIP 28 S, RANGE 17 E, HILLSBOROUGH COUNTY, FLORIDA

REC 4667 0968

LAKE PLACE  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
A CONDOMINIUM

CURVE TABLE

NO	DELTA	RADIUS	ARC	CHORD	CHORD BRG	TAN
1	08° 04' 39"	502.63	71.59	71.59	S. 86° 06' 12" E.	35.85
2	16° 17' 19"	256.57	46.12	46.50	N. 69° 49' 29" E.	22.28
3	08° 08' 39"	502.63	71.59	71.59	N. 85° 55' 10" E.	35.85
4	30° 01' 44"	47.00	78.85	64.49	S. 45° 09' 39" E.	47.02
5	270° 00' 00"	32.00	150.80	45.26	N. 45° 08' 47" W.	32.00
5-A	27° 46' 21"	32.00	15.44	15.31	S. 76° 01' 05" W.	7.68
5-B	62° 19' 39"	32.00	34.61	33.12	S. 31° 01' 03" W.	19.35
5-C	36° 22' 08"	32.00	21.43	21.03	S. 19° 19' 31" E.	11.15
5-D	51° 37' 52"	32.00	28.84	27.87	S. 64° 19' 51" E.	15.48
5-E	30° 03' 00"	32.00	50.27	45.26	N. 44° 51' 15" E.	32.00
6	30° 01' 44"	6.00	12.57	11.31	N. 44° 51' 15" E.	8.00
7	30° 01' 44"	23.00	26.14	32.54	N. 45° 09' 39" W.	23.01
8	08° 04' 39"	479.63	68.18	68.12	S. 85° 55' 10" W.	34.15
9	08° 45' 19"	479.63	31.44	31.43	N. 85° 43' 30" E.	15.72
10	04° 23' 20"	479.63	26.74	26.73	N. 87° 47' 49" E.	16.38
10-A	03° 23' 17"	479.63	28.57	28.56	N. 87° 17' 47" E.	14.19
10-B	01° 00' 03"	479.63	8.38	8.58	N. 89° 25' 20" E.	4.19
11	16° 17' 19"	256.57	72.94	72.70	S. 69° 49' 29" W.	36.72
11-A	02° 38' 25"	256.57	11.82	11.82	S. 85° 21' 05" E.	5.91
11-B	02° 20' 14"	256.57	28.38	28.36	S. 87° 50' 24" E.	14.20
11-C	02° 20' 50"	256.57	28.42	28.41	N. 85° 49' 04" E.	14.23
11-D	00° 57' 50"	256.57	4.32	4.32	N. 82° 09' 44" E.	2.16
12	08° 08' 39"	479.63	68.18	68.12	N. 86° 06' 12" W.	34.15
12-A	01° 53' 25"	479.63	15.82	15.82	S. 89° 13' 49" E.	7.91
12-B	03° 23' 37"	479.63	28.41	28.40	S. 86° 35' 18" E.	14.21
12-C	02° 31' 37"	479.63	23.94	23.94	S. 83° 27' 41" E.	11.97
13	97° 02' 37"	38.00	64.36	56.94	S. 41° 18' 11" W.	42.98
13-A	48° 12' 16"	38.00	31.97	31.04	N. 65° 48' 21" E.	17.00
14	14° 33' 11"	92.00	23.83	23.46	S. 00° 05' 32" W.	11.83
15	07° 35' 58"	68.00	9.02	9.01	S. 03° 37' 28" W.	4.52
16	30° 00' 00"	20.00	31.42	28.28	S. 45° 10' 31" E.	20.00
16-A	31° 57' 12"	20.00	11.15	11.01	N. 74° 11' 58" W.	5.73
17	29° 29' 33"	69.00	35.52	35.12	S. 75° 25' 45" E.	18.16
17-A	08° 27' 17"	69.00	10.18	10.17	N. 64° 54' 57" W.	5.10
17-B	21° 02' 16"	69.00	25.34	25.19	N. 79° 39' 23" W.	12.81
18	30° 00' 00"	8.00	12.57	11.31	N. 74° 19' 02" E.	8.00
19	270° 00' 00"	32.00	150.80	45.26	S. 15° 40' 58" E.	32.00
20	16° 17' 38' 58"	32.00	90.25	68.18	N. 58° 29' 33" E.	198.12
20-A	52° 08' 43"	32.00	29.12	28.13	S. 86° 45' 20" E.	15.66
20-B	28° 38' 57"	32.00	16.00	15.64	N. 52° 50' 51" E.	8.17
20-C	34° 32' 24"	32.00	19.29	19.00	N. 21° 15' 10" E.	9.95
20-D	46° 0' 34"	32.00	25.87	25.17	N. 19° 10' 29" W.	13.69
21	108° 2' 02"	32.00	68.31	51.89	S. 83° 29' 53" W.	44.33
21-A	47° 49' 14"	32.00	26.71	25.94	N. 66° 14' 28" W.	14.77
21-B	60° 31' 58"	32.00	37.31	32.26	S. 59° 35' 01" W.	18.67
22	27° 23' 38"	45.00	23.16	22.91	N. 75° 25' 43" W.	11.84
23	30° 00' 00"	20.00	31.42	28.28	S. 44° 49' 29" W.	20.00
24	03° 32' 16"	68.00	4.20	4.20	S. 01° 50' 39" E.	2.10
25	03° 32' 16"	92.00	5.68	5.68	S. 01° 36' 39" E.	2.84
26	03° 32' 16"	92.00	5.68	5.68	S. 01° 36' 37" W.	2.84

PHASE

PLAN

NO	DELTA	RADIUS	ARC	CHORD	CHORD BRG	TAN
42	08° 04' 39"	212.94	32.60	32.57	N. 69° 58' 10" E.	14.33
43	08° 17' 23"	212.94	50.81	50.78	N. 04° 33' 41" W.	16.43
44	14° 33' 00"	32.00	23.86	23.46	N. 22° 36' 27" W.	11.79
45	04° 23' 20"	510.75	42.50	42.48	S. 87° 17' 30" E.	2.20
46	28° 38' 50"	78.50	30.05	30.02	S. 85° 2' 06" E.	15.06
47	31° 03' 57"	37.00	20.04	19.82	N. 34° 38' 50" W.	10.26
48	14° 59' 53"	37.00	74.26	62.41	S. 72° 19' 16" W.	58.08
49	28° 5' 37"	510.75	43.32	43.31	N. 84° 5' 59" W.	2.68

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CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD	CHORD BRG.	TAN
27	03° 52' 16"	50.00	62.04	55.37	S. 43° 24' 23" E.	40.42
28	05° 44' 21"	50.75	51.16	51.14	S. 67° 18' 21" E.	23.60
28-A	00° 52' 44"	50.75	7.84	7.84	S. 09° 44' 09" E.	3.92
28-B	03° 10' 54"	50.75	28.36	28.36	S. 67° 42' 20" E.	14.19
28-C	01° 40' 45"	50.75	14.96	14.96	S. 65° 16' 32" E.	7.48
29	05° 44' 21"	46.75	48.76	48.74	S. 67° 18' 21" E.	24.40
29-A	01° 34' 15"	46.75	28.43	20.43	S. 65° 30' 18" E.	10.22
29-B	03° 20' 05"	46.75	28.33	28.33	S. 66° 30' 29" E.	14.17
30	07° 57' 57"	42.60	55.76	51.87	N. 52° 19' 31" E.	32.65
30-A	21° 55' 53"	42.60	16.06	15.96	N. 77° 01' 38" E.	6.13
30-B	03° 26' 04"	42.60	33.70	36.28	N. 41° 31' 34" E.	21.43
31	163° 00' 10"	37.00	106.55	73.37	S. 62° 40' 36" E.	281.10
31-A	47° 56' 28"	37.00	43.87	41.35	N. 48° 47' 32" E.	24.93
31-B	47° 03' 28"	37.00	30.39	23.54	S. 73° 42' 32" E.	16.11
31-C	15° 31' 59"	37.00	10.03	10.00	S. 42° 24' 43" E.	5.05
31-D	15° 31' 58"	37.00	10.03	10.00	S. 21° 52' 50" E.	5.05
31-E	18° 56' 20"	37.00	12.23	12.18	S. 09° 36' 41" E.	6.17
32	19° 53' 54"	37.00	12.65	12.79	S. 09° 46' 22" W.	6.48
33	15° 00' 00"	178.50	44.73	24.60	N. 62° 40' 31" W.	23.50
33-A	05° 21' 10"	178.50	16.68	16.47	S. 77° 31' 04" E.	8.34
33-B	07° 08' 34"	178.50	28.48	28.45	S. 85° 03' 28" E.	14.27
33-C	00° 30' 16"	178.50	1.57	1.57	S. 89° 55' 25" E.	0.79
34	05° 44' 21"	50.75	51.16	51.14	N. 67° 18' 21" W.	23.60
34-A	01° 33' 01"	50.75	14.12	14.12	S. 69° 23' 01" E.	7.06
34-B	05° 11' 01"	50.75	28.38	28.38	S. 67° 00' 00" E.	14.19
34-C	00° 56' 19"	50.75	8.66	8.66	S. 84° 58' 20" E.	4.33
35	05° 44' 21"	46.75	48.76	48.74	N. 67° 18' 21" W.	24.40
35-A	03° 06' 35"	46.75	26.70	26.69	S. 86° 00' 27" E.	13.35
35-B	02° 35' 48"	46.75	22.06	22.04	S. 88° 52' 37" E.	11.03
36	50° 00' 00"	38.00	59.69	33.74	S. 44° 49' 29" W.	38.00
37	03° 43' 36"	68.00	11.54	11.53	S. 08° 02' 19" E.	5.79
38	19° 27' 12"	92.00	31.24	51.09	S. 00° 10' 31" E.	15.77
38-A	04° 31' 11"	92.00	7.79	7.79	N. 07° 07' 29" E.	3.90
39	09° 43' 36"	68.00	11.54	11.53	S. 00° 41' 17" W.	5.79
40	08° 51' 50"	188.00	28.00	27.97	S. 04° 24' 23" E.	14.03
40-A	00° 12' 27"	188.00	0.68	0.68	N. 00° 16' 38" W.	0.34
40-B	08° 19' 31"	188.00	27.32	27.29	N. 04° 32' 37" W.	13.68
41	17° 03' 41"	212.94	43.41	43.18	S. 00° 10' 31" E.	31.94
41-A	00° 58' 26"	212.94	2.38	2.38	N. 08° 23' 09" W.	1.19
41-B	07° 38' 57"	212.94	28.43	28.41	N. 04° 14' 28" W.	16.24
41-C	07° 38' 24"	212.94	28.39	28.37	N. 03° 24' 13" E.	14.22
41-D	01° 07' 54"	212.94	4.21	4.21	N. 07° 47' 22" E.	2.10
41-A	00° 21' 08"	479.63	2.95	2.95	N. 62° 01' 24" E.	1.47
41-B	03° 24' 11"	479.63	28.45	28.48	N. 83° 54' 04" E.	14.23

LAKE PLACE A CONDOMINIUM SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

CURVE TABLE

NO.	DELTA	RADIUS	ARC	CHORD	CHORD BRG.	TAN
50	80° 47' 40"	32.00	45.12	41.48	N. 78° 59' 12" E.	27.23
51	80° 51' 18"	32.00	45.16	41.50	N. 81° 54' 17" W.	27.26
52	09° 17' 02"	479.63	44.23	44.22	S. 87° 32' 00" E.	22.13
53	08° 58' 39"	296.57	40.20	40.16	S. 86° 31' 12" E.	20.14
53	07° 18' 40"	296.57	32.74	32.72	N. 83° 20' 09" W.	16.39
54	100° 41' 47"	32.00	56.24	49.28	S. 11° 49' 59" W.	38.61
55	141° 37' 52"	32.00	79.11	60.45	N. 70° 40' 09" E.	91.97

DEF 4667 0970  
REG

EXHIBIT  
2

OCT 24 1985

SEE 4667 0971

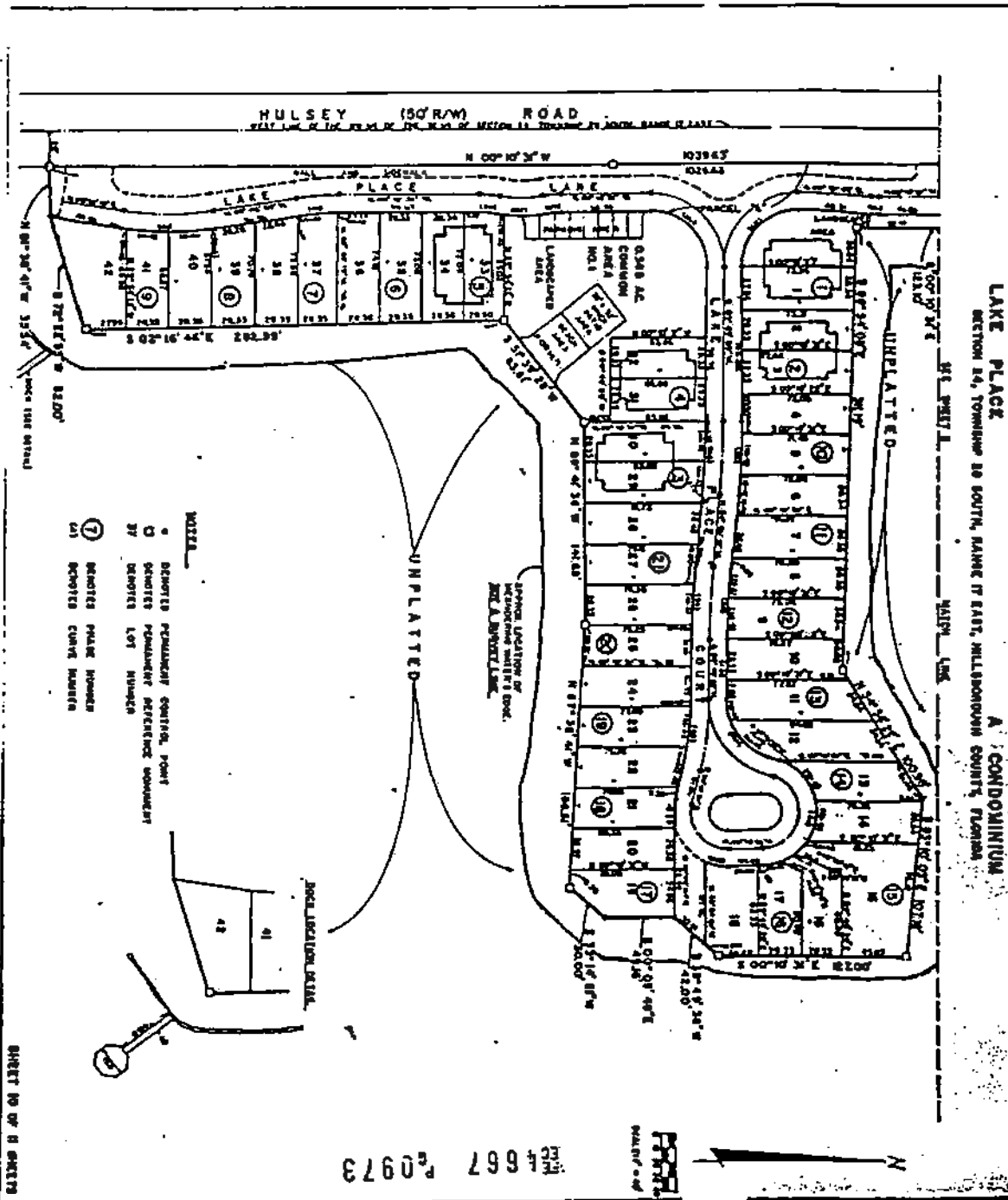
Percentage Shares of Common Elements, Common Expenses And Common Surplus. The Number of Bathrooms and Bedrooms in Each Unit.

Each Unit shall have as its percentage share of the common elements, common expenses and common surplus that share equal to one Unit divided by the total number of Units in the condominium.

Each building on a Unit shall have two or three bedrooms and two and one-half (2½) bathrooms.

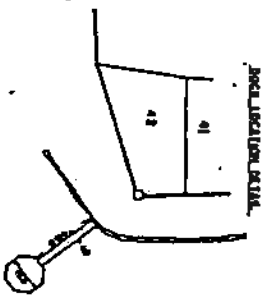
REC 4667 70972

EXHIBIT  
3



LAKE PLACE  
 SECTION 24, TOWNSHIP 20 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA  
 A CONDOMINIUM

- DEMONSTRATED PERMANENT CONTROL POINT
- DEMONSTRATED PERMANENT REFERENCE CORNER
- DEMONSTRATED LOT NUMBER
- DEMONSTRATED PLANE NUMBER
- DEMONSTRATED CURVE NUMBER



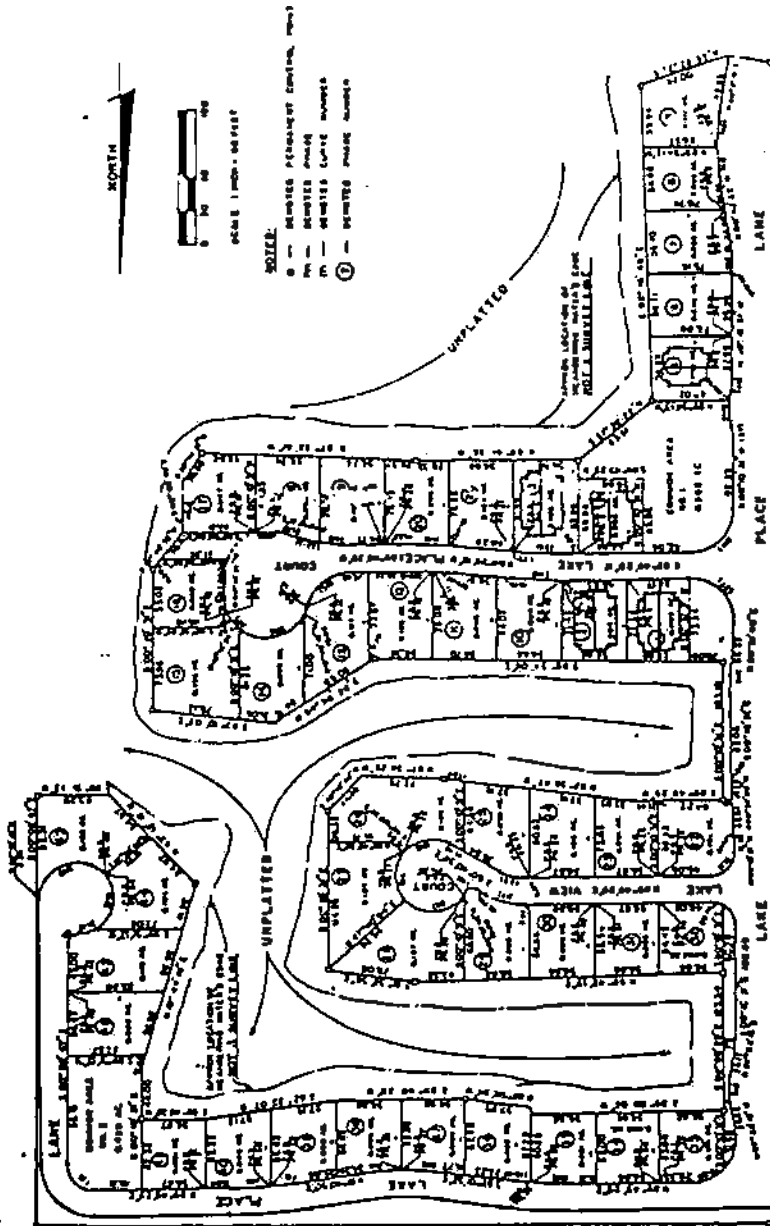
SCALE 1" = 200'

DATE 04/28/73

PLANNING

**LAKE PLACE**  
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA

**PHASE PLAN**



MULSEY ROAD

16915  
16916

16915  
16916

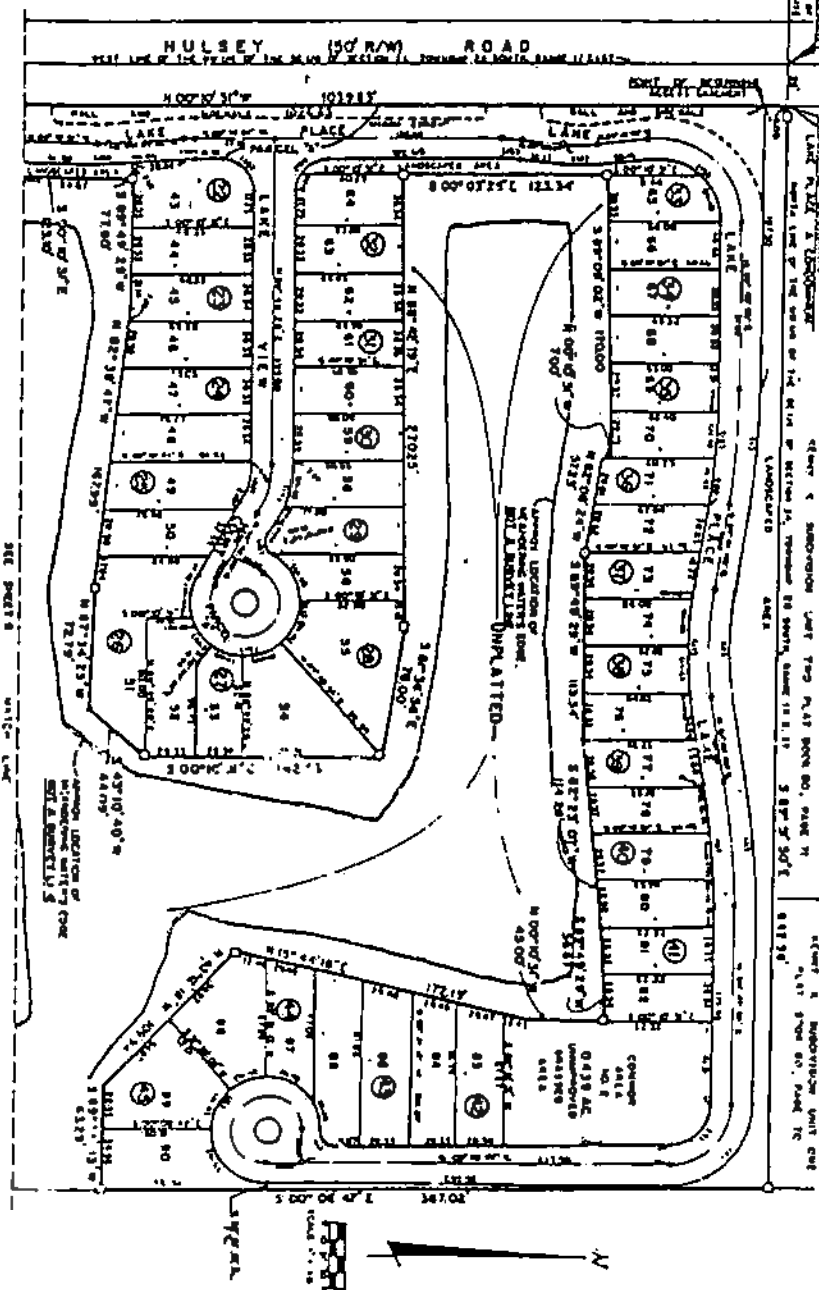


OCT 24 1985

LAKE PLACE

A CONDOMINIUM

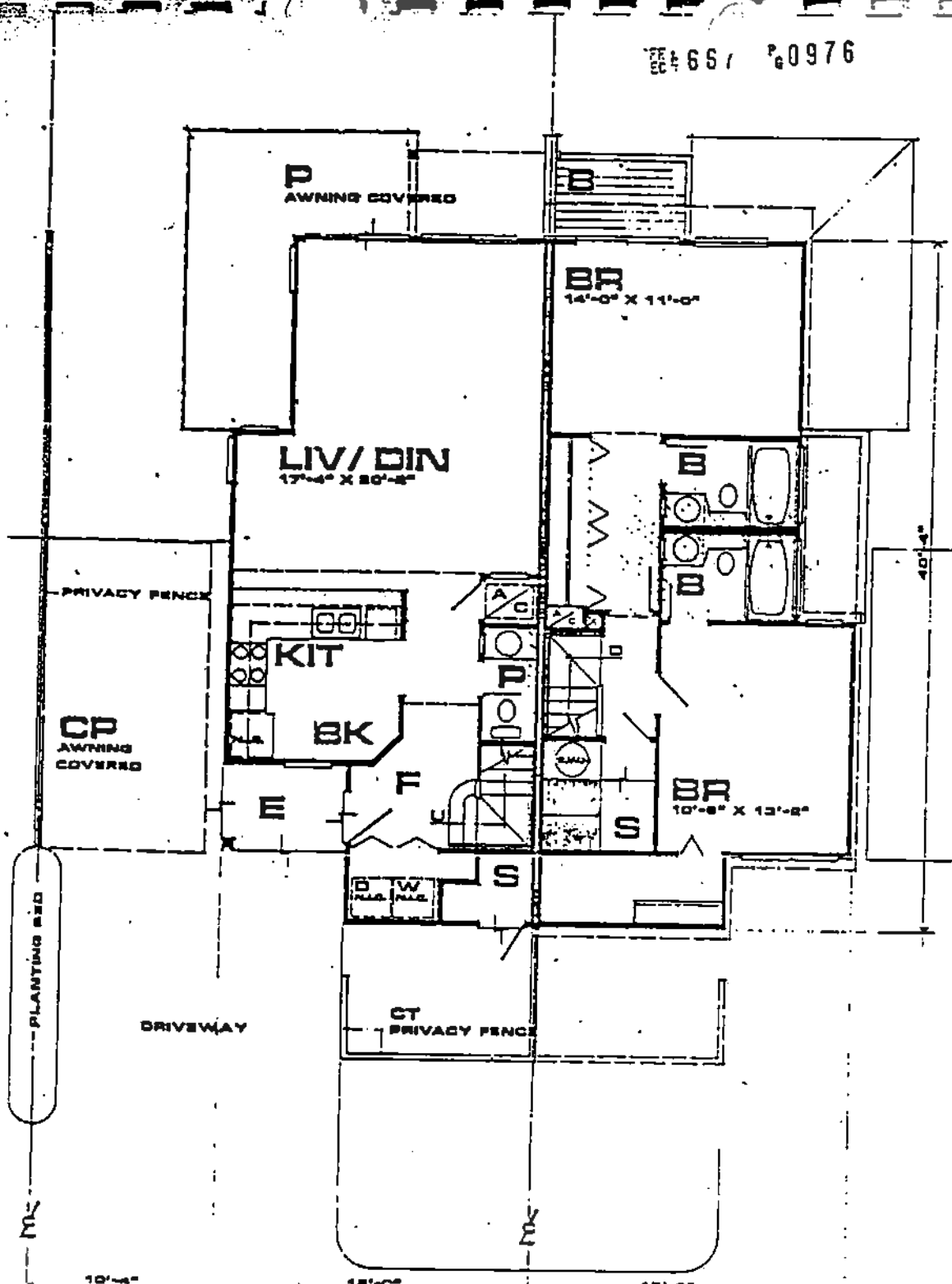
SECTION 24, TOWNSHIP 28 SOUTH, RANGE 17 EAST, HILLSBOROUGH COUNTY, FLORIDA



- NOTES:
- - UNITS REMOVED FROM PLAN
  - - UNITS REMOVED FROM REFERENCE NUMBER
  - 47 - REMOVED LOT NUMBER

- ① - UNITS MADE AVAILABLE
- ② - UNITS MADE AVAILABLE

EE 667 P 0976

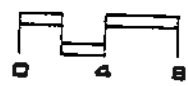


FIRST FLOOR      SECOND FLOOR

2 BR - 2 1/2 B

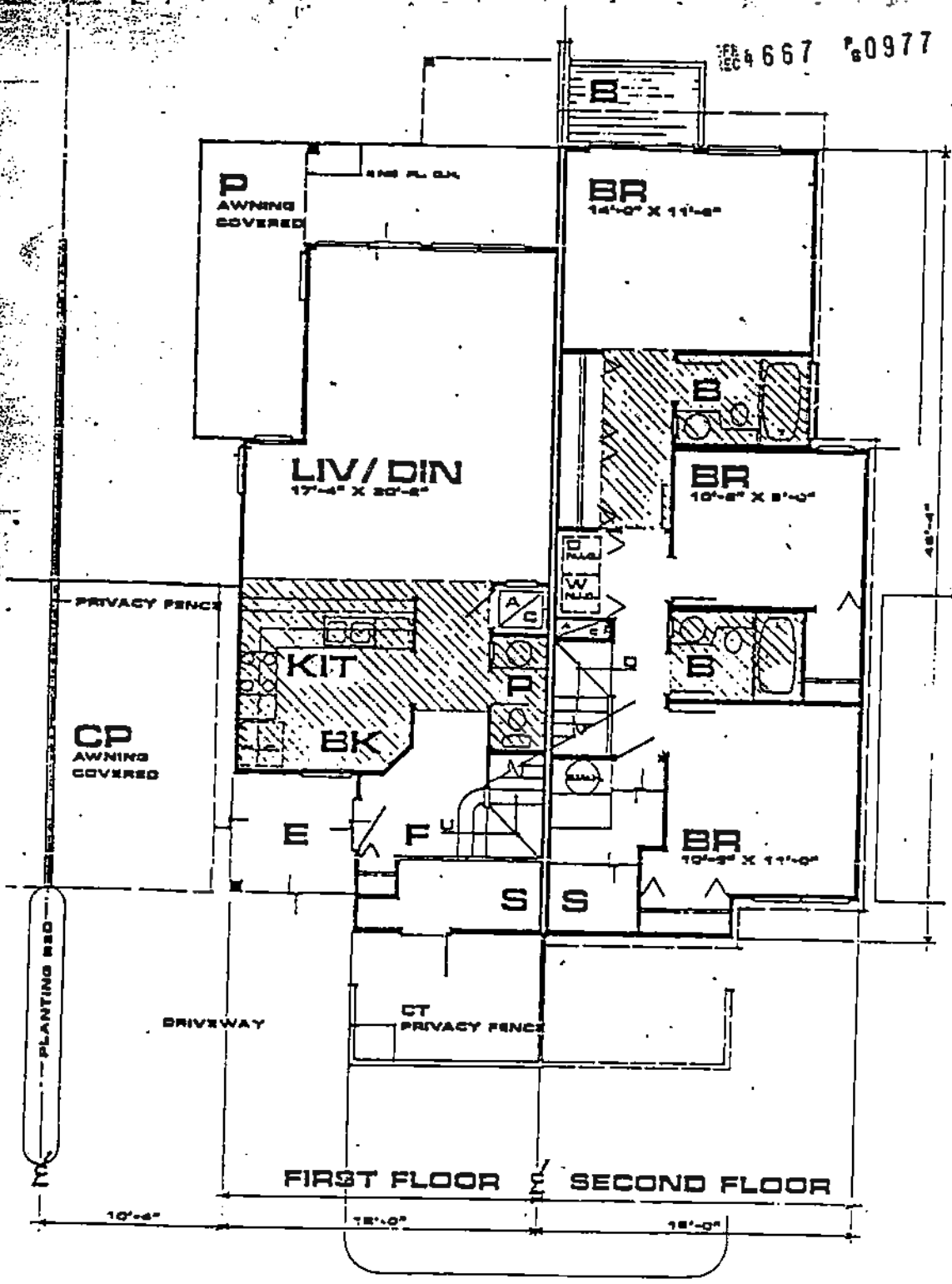
# FLOOR PLANS

TOTAL AIR CONDITIONED SPACE 1224 S.F.

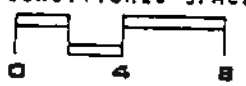


*Lake Place*

REC 4667 0977



3 BR - 2 1/2 B  
**OPT. FLOOR PLAN**  
 TOTAL AIR CONDITIONED SPACE 1340 S.F.



*Lake Place*

REC-4667 P.0978

EXHIBIT  
4

9861 17 100  
27  
1985

ADOPTED AMENDMENT TO DECLARATION OF CONDOMINIUM  
OF LAKE PLACE, A CONDOMINIUM

The Board of Directors has determined that, due to the presence of dogs weighing over eight pounds at maturity, which are currently allowed by our documents, the documents be amended to prohibit dogs of any type whatsoever. Dogs otherwise properly residing in the community as of the date of the amendment will be allowed to stay. However, no other dogs will be allowed to be kept within the community after this amendment is approved.

(Additions indicated by underlining; deletions indicated by striking through; unchanged language indicated by ellipsis)

- 17.2. Pets. Except for small domestic birds or fish, each Unit Owner (regardless of the number of joint owners) may maintain one (1) household pet in his Unit, to be limited to ~~a dog (not to exceed eight (8) pounds at maturity)~~ a domestic cat or one (1) other household pet (as defined by the Association), provided they are not kept, bred or maintained for any commercial purpose and do not become a nuisance or annoyance to neighbors. Any dog which is properly being kept within the community as of the effective date of this provision may continue to be kept. Thereafter, no dogs of any type whatsoever may be kept or harbored upon the Condominium Property....