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RETURN TO: 

RICHARD AKE
CLERK OF CIRCUIT COURT
HILLSBOROUGH COUNTY

DECLARATION OF CONDOMINIUM

OF

LAKE PLACE II, A Condominium

This Declaration of Condominium is made by Lake Place, Inc., a Florida corporation, hereinafter referred to as "Developer," for itself, its successors, grantees and assigns.

WHEREIN, the Developer makes the following declarations:

1. Purpose: The purpose of this Declaration is to submit the land described in Exhibit "A" attached hereto to the Condominium Form of ownership and use pursuant to Chapter 718 of the Florida Statutes, herein referred to as the "Condominium Act." Except where permissive variances therefrom appear in this Declaration, the annexed Articles and/or Bylaws of the Association, or in lawful amendments to these instruments, the provisions of the Condominium Act, are incorporated herein by reference. This Declaration, the Articles, and the Bylaws of the Association, as lawfully amended from time to time, and the Condominium Act as same exists as of the execution of this Declaration, shall govern this Condominium and the rights, duties and responsibilities of Unit Owners therein.

1.1 Name. The name by which this Condominium is to be identified is Lake Place II, a Condominium.

1.2 Submission to a Condominium Form of Ownership.

1.2.1 Developer being the owner of the fee simple title to the property described in Exhibit "A" attached hereto, for itself, its successors, grantees and assigns, hereby submits the property described in Exhibit "A" attached hereto, and all easements, rights, and appurtenances belonging thereto to the Condominium form of ownership and use pursuant to the Condominium Act.

1.2.2 The properties described on Exhibit "C" (Phases 6-9) and Exhibit "D" (Phases 28 and 29 and Phases 32 through 45) attached hereto are not being submitted to Condominium ownership by this Declaration; the same are described herein in order to meet the requirements of Florida Statutes 718.403 of the Condominium Act in the event Developer, at its sole option and discretion, hereafter adds any such properties to this Condominium in accordance with the provisions of this Declaration. (See, Paragraph 27 of this Declaration on Phasing)

1.3 Effect of Declaration. All restrictions, reservations, covenants, conditions and easements contained herein constitute covenants running with the land and shall run perpetually unless terminated or amended as provided herein, and shall be binding upon all Unit Owners as hereinafter defined, and in consideration

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of receiving and by acceptance of grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons agree to be bound by the provisions hereof, and the Articles and Bylaws. Both the burdens imposed and the benefits derived shall run with each Unit as herein defined.

2. Definitions. The terms used in this Declaration and all exhibits attached hereto, and in the Articles and the Bylaws, shall have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires.

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

2.2 "Articles" means the Amended and Restated Articles of Incorporation of the Association, the corporate entity responsible for the operation of Lake Place, a Condominium and Lake Place II, a Condominium, as same may be amended from time to time.

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

2.4 "Association" means Lake Place Condominium Association, Inc., a Florida corporation not-for-profit, which is the corporate entity responsible for the operation of the Condominium and Lake Place, a Condominium.

2.5 "Association Property" means any real property owned by the Association, including any improvements located thereon, and all personal property owned by the Association.

2.6 "Board" means the Board of Directors of the Association.

2.7 "Bylaws" means the Amended and Restated Bylaws of the Association, as same may be amended from time to time.

2.8 "Common Elements" means and includes: The portions of the condominium property which are not included in the Units, including, without limitation, the following items:

- (a) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services and/or heating, cooling, ventilation or other services to more than one (1) Unit or to the Common Elements, together with related property and installations.
- (b) An easement of support in every portion of a Unit which contributes to the support of the structure containing one or more Dwellings (the "Building"), other Units and/or any part of 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 or the Act.

2.9 "Common Expenses" mean all expenses incurred by the Association for the Condominium and charges assessed or imposed against Units in the Condominium by the Association as set forth

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in this Declaration of Condominium and the Condominium Act which shall include but not be limited to the following:

2.9.1 Expenses of administration and management of the Condominium Property and of the Association Property.

2.9.2 Expenses of maintenance, operation, protection, repair or replacement of Common Elements for the Condominium; and this Condominium's share of such expenses for any Association Property or common areas and improvements thereto, ingress, egress areas and recreational facilities of Lake Place, a Condominium, to which the Unit Owners have been granted a non-exclusive perpetual easement which unless otherwise determined by the Board shall be equal to the number of Units in this Condominium divided by the total number of units in all Condominiums operated by the Association.

2.9.3 Expenses declared to be Common Expenses by this Declaration, the Articles and/or the Bylaws.

2.9.4 The portions of units, if any, to be maintained by the Association.

2.9.5 The costs of carrying out the powers and duties of the Association. Common Expenses also include reasonable transportation services, insurance for directors and officers, shared road maintenance and operation expenses, in-house communications, shared security services, and pest control services to the Units and Common Elements, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium, and the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract, but shall not include any other separate obligations of individual Unit Owners.

2.9.6 Any valid charge against the Condominium as a whole.

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

2.11 "Condominium" means Lake Place II, A Condominium, which is formed pursuant to this Declaration.

2.12 "Condominium Act" means the Florida Condominium Act, as it exists on the date of execution of this Declaration, as contained in Chapter 718 of the Florida Statutes.

2.13 "Condominium Form of Ownership" means that form of ownership of real property created pursuant to the Condominium Act and which is comprised of Units that may be owned by one (1) or more persons, and there is, appurtenant to each Unit, an undivided share in the Common Elements.

2.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit and when the context permits, the term includes all other appurtenances to the Unit.

2.15 "Condominium Property" means the lands that are subjected to the Condominium form of ownership by this Declaration or by any amendment hereto, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

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

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2.17 "Developer" means and refers to the person or entity executing this Declaration, its successors, grantees, assigns, nominees, and designees. In the event the holder of any mortgage executed by the Developer obtains title to all or any portion of the Condominium Property by foreclosure, or deed in lieu thereof, such mortgagee shall become the Developer only if it so elects, by written notice to the Board, but in any event such mortgagee may assign its rights as Developer to any third party who acquires title to all or a portion of the Condominium Property from the mortgagee. In any event, any subsequent Developer shall not be liable for any defaults or obligations incurred by any prior Developer, except as same are expressly assumed by the subsequent Developer. The term "Developer" shall not include any person or entity acquiring title only to one or more Unit(s) for which a certificate of occupancy has been issued by the controlling governmental authority, unless Developer specifically assigns its rights as developer to such person or entity.

2.18 "Dwelling" means the improvement(s) placed on the Unit as described in Section 3.4, Dwelling Boundaries, of this Declaration.

2.19 "Institutional Lender" or "Institutional Mortgagee" means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a mortgage on a Unit or Units or any and all investors, or the successors and assigns of such investors (herein referred to as "Lenders") which have loaned money to Developer to acquire, or construct improvements upon the Property and who have a mortgage lien on the Property securing such a loan. A "Majority of Institutional Mortgagees" shall mean and refer to Institutional Mortgagees of Units by which greater than one-half (1/2) of the voting interests of Units subject to mortgages held by Institutional Mortgagees are encumbered.

2.20 "Lake Place, a Condominium" or "Lake Place I" means the condominium project located adjacent to the Condominium Property. Common areas, recreational facilities, security gates and roadways of Lake Place I will be used in common with this Condominium. Easements will be granted for such use.

2.21 "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units, if any. References herein to Common Elements shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided. Limited Common Elements shall include, but not be limited to parking areas, covered carports, air conditioning pads, balconies and porches attached to each Unit.

2.22 "Unit" means a part of the Condominium Property which is subject to exclusive ownership. Each Unit shall be comprised of the land as described in Exhibit "B" attached hereto. Upon the erection and completion of a Dwelling upon the Unit, said Dwelling shall become part of the Unit.

2.23 "Unit Owner" or "Owner" means the record owner(s) of a Condominium Parcel.

3. Condominium Improvements and Units.

3.1 Plot Plan and Survey. A survey of the property comprising the Condominium, a graphic description of the improvements,

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and a plot plan thereof, as well as the floor plans of the Dwellings within the Condominium, are all attached hereto as Exhibit "B." This exhibit, together with this Declaration, is an accurate representation of the location and dimensions of the improvements constituting the Condominium and are in sufficient detail so that the identification, location, and dimensions of the Common Elements and of each Unit can be determined.

3.2 Unit Identification. The legal description of each Unit shall consist of the alphabetical and numerical designation of each Unit, as follows:

Unit 30A
Unit 30B
Unit 31A
Unit 31B

Every deed, lease, mortgage or other instrument may legally describe a Unit and/or Condominium Parcel by its identifying Unit designation as provided, and each and every description shall be deemed good and sufficient for all purposes.

3.3 Unit Boundaries. Each Unit shall be comprised of the land as described in Exhibit "B" attached hereto, and shall include that part of the Condominium Property that lies within the perimetrical boundaries of the land, as shown in Exhibit "B" attached hereto. The upper boundary shall be a horizontal plane 300 feet above the mean sea level of +23° and the lower boundary shall be a horizontal plane 25 feet below the mean sea level of +23°. Moreover, the Unit shall include the Dwelling located upon said Unit, as said Dwelling shall be deemed part of the Unit.

3.4 Dwelling Boundaries. Each Dwelling shall include that part of the Building that lies within the following boundaries:

3.4.1 Upper and Lower Boundaries. The upper and lower boundaries of each Dwelling shall be the following boundaries extended to their planar intersections with the perimetrical boundaries.

3.4.1.1 Upper boundary: The horizontal plane of the undecorated finished ceiling. In a Dwelling containing a room in which the ceiling is raised above the level of the ceiling in the rest of the Dwelling, the term "ceiling" shall include the vertical or diagonal surface connecting the raised ceiling with the ceiling of the remaining portion of the Dwelling, and the upper boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the ceiling.

3.4.1.2 Lower boundary: The horizontal plane of the undecorated finished floor. In a Dwelling containing a room in which the floor is raised above the level of the floor in the rest of the Dwelling, the term "floor" shall include the vertical or diagonal surface connecting the raised floor with the floor of the remaining portion of the Dwelling, and the lower boundary shall include the plane of the undecorated finished vertical or diagonal surface that joins the planes of the undecorated finished horizontal portions of the floor.

3.4.1.3 Interior Divisions: Except as provided in subsections (i) and (ii) above, no part of the floor of the middle or upper floor(s), ceiling of the middle or lower floor(s), stairwell adjoining floors or nonstructural interior walls shall be considered a boundary of the Dwelling.

3.4.2 Perimetrical Boundaries. The perimetrical boundaries of the Dwelling shall be the vertical planes of the

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unfinished interior surfaces of the walls bounding the Dwelling, the vertical planes of finished exterior surfaces of screened or glass walls bounding the Dwelling, and imaginary vertical planes along the lower boundaries of the Dwelling where there is no wall, extended to their planar intersections with each other and with the upper and lower boundaries.

3.4.3 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, skylights and conversation pits, such boundary shall be extended to include the interior unfinished surfaces of such apertures, including all frameworks thereof. Exterior surfaces made of glass, screening, or other transparent material, and all framings and casings therefore, shall be included in the boundaries of the Dwelling.

3.4.4 Boundaries - Further Defined. The boundaries of the Dwelling shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Dwelling and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for utility services to other Dwelling and/or for Common Elements. No part of the interior non-boundary walls within a Dwelling shall be considered a boundary of the Dwelling.

3.5 Exceptions and Conflicts. In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on Exhibit "B," the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the Unit as above described shall control over erroneous dimensions contained in Exhibit "B" attached hereto, and in the event it shall appear that any dimension shown on Exhibit "B" attached hereto is erroneous the Board of Directors or a majority of the voting interest of the Unit Owners shall have the right without a meeting to amend the Declaration to correct such survey, and any such amendment shall not require the joinder of any Institutional Mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case a Unit boundary is not adequately described in this Declaration, then the description of the Unit contained in Exhibit "B" shall be read in conjunction with the description herein in order to adequately describe the Unit.

3.6 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) **Patios, Balconies and Terraces.** Any patio, balcony or terrace (and all improvements thereto and walls facing same) as to which direct and exclusive access shall be afforded to any particular Dwelling to the exclusion of others shall be a Limited Common Element of such Unit(s).
- (b) **Miscellaneous Areas, Equipment.** Any area upon which is located equipment or fixtures (including air conditioning compressors) which are for the exclusive use of any particular Dwelling, and the equipment or fixtures themselves, shall be Limited Common Elements of such Unit(s).
- (c) **Parking Spaces.** There is shown on the site plan attached hereto as Exhibit "B" parking spaces

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("Parking Spaces") on the Common Elements which have been set aside for the exclusive use of the owner of the Unit to which it is appurtenant.

3.7 Automobile Parking Spaces.

3.7.1 The Common Elements may include parking areas for automobiles of the Unit Owners and residents of the Condominium, their guests and invitees. The Association may assign one (1) Parking Space for the exclusive use of the Unit Owner or any resident of each Unit, and their guests and invitees. No Unit Owner or resident of any Unit, and none of their guests and invitees, shall park in a Parking Space assigned to another Unit.

3.7.2 Any transfer of title of a Unit, including a transfer by operation of law, shall operate to transfer the exclusive use of the Unit's then assigned Parking Space(s). In addition, a Unit Owner shall not sell, reassign or otherwise transfer his right to use his then assigned Parking Space(s).

3.8 Party Walls. Each wall built as part of the original construction of the various Buildings and placed on the dividing line between Dwellings on which they are situated shall constitute a party wall, which party wall shall be deemed a Limited Common Element for the exclusive use of each abutting Dwelling. Each Owner shall have a cross-easement of support in the party wall. To the extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply to all such party walls.

3.8.1 Easements. Easements are reserved in favor of all Units sharing a party wall for overhangs or other encroachments resulting from original construction or from restoration that conforms substantially to the original construction.

3.8.2 Sharing Of Repair And Maintenance. The costs of reasonable repair and maintenance of a party wall shall be shared equally by the Owners who make use of the wall.

3.8.3 Destruction By Fire Or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, but no greater dimension of that party wall, or of any extension or restoration thereof, shall be placed upon the Unit of the other Owner who is not extending, constructing or restoring it than that existing prior to the fire or other casualty, unless the written consent of the latter is first obtained. No part of any addition to the dimensions of that party wall (or of any extension thereof already built) that may be made by either one of the Owners who have used it (or by those claiming under them respectively) shall be placed upon the Unit of the other Owner, unless the written consent of the latter is first obtained. If the other Owner thereafter makes use of the wall, he shall contribute to the cost of restoration thereof in proportion to his use, without prejudice, however, to the right of any such Owner to call for a larger contribution from the other owner under any rule of law regarding liability for negligent or willful acts or omissions.

3.8.4 Weather Proofing. Notwithstanding any other provision hereof, any Owner who by his negligent or willful act causes a part of the party wall not previously exposed to the elements to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

3.8.5 Right To Contribution Runs With Land. The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such

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Owners' successors in title. Upon conveyance or other transfer of title, the liability of the prior Owner shall cease.

3.8.6 Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Section generally, each party shall choose one arbiter, those arbiters shall choose one additional arbiter, and the decision of a majority of the three arbiters thus chosen shall be conclusively determinative of the question involved. If a panel cannot be designated in this way, the matter shall be arbitrated pursuant to the rules of the American Arbitration Association (or its successors in function) then obtaining. Any decision made pursuant to this Section 3 shall be conclusive and may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code.

4. Easements and Restrictions. In addition to any easements created under the Condominium Act, each of the following easements are hereby created, all of which shall be nonexclusive easements and shall run with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

4.1 Pedestrian and Vehicular Traffic.

4.1.1 Ingress and egress easements for pedestrian and bicycle traffic over and upon the sidewalks and paths existing from time to time upon the Common Elements, and ingress and egress easements for pedestrian and vehicular traffic over and upon the roads, parking areas, and other paved areas as existing from time to time upon the Common Elements and intended for such purposes, same being in favor of the Unit Owners for their use and benefit and for the use and benefit of their mortgagees, tenants, guests and invitees.

4.2 Service and Utility Easements. Easements in favor of governmental and quasi-governmental authorities, utility companies, cable television companies, ambulance or emergency vehicle companies, and mail carrier companies, over and across all roads existing from time to time within the Condominium, and over, under, on and across the Common Elements, as may be reasonably required to permit the foregoing, and their agents and employees, to provide their respective authorized services to and for the Condominium Property. Also, easements as may be reasonably required for the installation, maintenance, repair, and providing of utility services, equipment and fixtures, in order to adequately serve the Condominium or any Unit or Common Element, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities, and electronic security. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs the utility services using these easements. The Association or its designee shall have a right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry into any Unit shall be made on reasonable notice to the Unit Owner.

4.3 Support. Every portion of a Dwelling contributing to the support of a Building or an adjacent Dwelling shall be burdened with an easement of support for the benefit of the other Dwelling and Common Elements in the Building.

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4.4 Perpetual Nonexclusive Easement in Common Elements.
The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and residents of the Condominium, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended; including, without limitation, for purpose of ingress, egress, repair and maintenance, for use of recreational facilities, if any, for installation of and maintenance of utility lines (such as water and sewer collection and distribution lines, electrical power transmission lines, telephone lines, cable television and other utility services and the like contained within the Common Elements). These perpetual non-exclusive easements granted hereinabove are also created in favor of all the owners of Condominium Units in Lake Place, a Condominium, for the use and benefit of such Condominium Unit Owners and the use and benefit of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which same are reasonably intended, including, without limitation, for purpose of ingress, egress, repair and maintenance, for use of recreational facilities, if any, for installation of and maintenance of utility lines (such as water and sewer collection and distribution lines, electrical power transmission lines, telephone lines, cable television and other utility services and the like contained within the Common Elements). Notwithstanding the foregoing provisions, the Association shall have the right to establish the Rules and Regulations governing the use and enjoyment of all such Common Elements and pursuant to which the Owner or Owners of such Condominium Units may be entitled to utilize same. The Association may impose upon the Common Elements henceforth, and from time to time, such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary for, the uniform and proper operation of the Condominium, the development of the overall plan and the enjoyment of the Common Elements by the Unit Owners.

4.5 Cross-Easement in Common Elements, Common Areas, Roadways and Recreational Facilities of Lake Place, a Condominium.
Pursuant to that certain Easement Agreement and Amendment to Declaration of Lake Place, a Condominium, Lake Place, a Condominium, has established, created and granted to the Unit Owners and residents of the Condominium a perpetual non-exclusive easement in favor of all the Unit Owners and residents of the Condominium and their guests and invitees over, across, under and to the Common Elements of Lake Place, a Condominium, for the use and benefit of such Condominium Unit Owners and the use and benefit of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which same are reasonably intended, including, without limitation, for purpose of ingress, egress, repair and maintenance, for use of recreational facilities, for installation of and maintenance of utility lines (such as water sewer collection and distribution lines, irrigation system, electrical power, transmission lines, telephone lines, cable television and other utility services and the like contained within the Common Elements); a perpetual non-exclusive access easement for automobile and pedestrian ingress and egress over, upon, and across the roadways, driveways, accessways, sidewalks and walkways, exists and entrances as said areas now or hereafter exist within Lake Place, a Condominium; as well as a perpetual non-exclusive easement in favor of all the Unit Owners in residence at the Condominium, and their guests and invitees, into, over, across and upon and to the recreational facilities located within Lake Place, a Condominium.

4.6 Air Space. Each Unit shall have an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered.

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4.7 Encroachments. If any portion of the Common Elements encroaches upon any Unit; if any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvements; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; (iv) any repair or restoration of any improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; or (v) any non-purposeful or non-negligent act of a Unit Owner except as may be authorized by the Board, 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.

4.8 Various Easements. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over the Unit and the Condominium Property.

4.9 Construction; Maintenance. During the period of construction of the improvements, the Developer and Association's Board, through its designees, contractors, successors and assigns shall have the right, in its 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 Dwellings located or to be located thereon.

4.10 Sales Activity. For as long as there are any unsold Units or Units leased to the Developer, the Developer, its designees, nominees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model Units and sales and construction offices, to show model Units and use Units as guest suites and to show and use 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 for sale or lease.

4.11 Additional Easements. The Association, on its behalf and on behalf of all Unit Owners, each shall have the right to (i) grant and declare additional easements over, upon, under, and/or across the Common Elements and the Association Property in favor of any person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Unit Owners or in favor of any person, entity, public or quasi-public authority, or utility company, as the Developer or the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Unit Owners, or for any other reason or purpose. This section does not authorize the Association to modify, relocate, abandon or terminate any easement created in whole or in part for the use or benefit of anyone other than the Unit Owners, or crossing the property of anyone other than the Unit Owners, without their consent or approval or otherwise required by law or by the instrument creating the easement. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of a Unit for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Unit for dwelling purposes, only the joinder of the Unit Owners and Institutional Lenders of the Unit so affected shall be required. To the extent

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required, all Unit Owners hereby irrevocably appoint the Association as their attorney-in-fact for the foregoing purposes.

5. Ownership.

5.1 Type of Ownership. Ownership of each Condominium Parcel may be in fee simple or in any other estate in real property recognized by the law, subject, however, to this Declaration and restrictions, reservations, easements and limitations of record.

5.2 Unit Owner's Rights. Each Unit Owner is entitled to the exclusive use and possession of his Unit. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of other Unit Owners. There shall be a joint use of the Common Elements and a joint and mutual easement for that purpose is hereby created. Unit Owners shall also have a joint and mutual non-exclusive easement for the use and enjoyment of the common areas, recreational areas, irrigation system, and roadways of Lake Place, a Condominium.

6. Restraint Upon Separation and Partition of Common Elements. The fee title of each Condominium Parcel shall include both the Unit and an undivided interest in the Common Elements, said undivided interest in the Common Elements to be deemed to be conveyed or encumbered with its respective Unit, even though the description in the deed or instrument of conveyance may refer only to the fee title to the Unit. Any attempt to separate and/or action to partition the fee title to a Unit from the undivided interest in the Common Elements appurtenant to each Unit shall be null and void, except as otherwise provided herein with respect to termination of the Condominium.

7. Undivided Share in the Common Elements. Each Unit shall have an undivided share in the Common Elements as an appurtenance to the Unit, which undivided share shall be equal to the fraction of one over the total number of units actually submitted to condominium form of ownership, based on an equal fractional basis. If all phases are developed, then the undivided fractional share shall be 1/44. The initial undivided share for the phases being submitted herewith is 1/4 as specifically set forth in Exhibit "H", attached hereto.

8. Common Expense and Common Surplus.

8.1 Unit Owner Share. Each Unit Owner will be responsible for a proportionate share of the Common Expenses, equal to the undivided share in the Common Elements appurtenant to the Unit Owner's Unit as determined above.

8.2 Combined Common Expenses. Each Unit Owner will be responsible for that proportionate share, as shown on Exhibit "H", of the following combined Common Expenses for the common areas of Lake Place, a Condominium, which will be used by the Unit Owners of the Condominium.

(a) Electricity costs, including, but not limited to, the operation of the entry and exist gates, street lights, lift station, pool pumps and pool cabana;

(b) Cost of operating and maintaining the swimming pool area, including the fencing, cabana building and the deck and grounds around said pool;

(c) Cost for operation and maintenance of lift station for sewage disposal;

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(d) Cost of operation and maintenance of the irrigation system for the common areas, as well as the cost of maintenance of all pumps and valves serving either Lake Place Condominium or this Condominium or the common areas;

(e) Cost of lawn care, lawn fertilizing and landscaping maintenance for the combined common areas shown on Exhibit "G";

(f) Cost of liability, directors and officers, and such other insurance coverage as the Association determines to be appropriate in connection with the combined common areas and the exercise of the duties and powers of the Association;

(g) Cost of license and fees required to be paid by the Association in performance of its duties;

(h) Cost of maintenance and repair of the roadways, which costs shall include any reserve accounts that are funded for this purpose;

(i) Cost for legal, accounting, management and other office expenses and services that are related to the overall operation of both this Condominium and Lake Place, a Condominium, or the combined common area expenses;

(j) Cost for water and sewer expenses, provided, however, until such time that Lake Place, a Condominium, converts its system to eliminate the use of the public water supply for irrigation purposes, a pro rata equitable system shall be used to determine what portion of the water bill is being incurred by the Association for irrigation purposes, and this Condominium shall not be required to share in said expense;

(k) Cost for garbage disposal;

(l) Cost of maintenance and repair of the wall along the west-end of the property;

(m) Cost for maintenance and repair of the fence constructed at the north end of the property.

As to all shared costs, said shared costs shall be on a pro rata basis based upon the total number of units sharing the combined Common Expenses. Each Unit Owner in this Condominium shall pay an amount equal to that to be paid by each Unit Owner in Lake Place, a Condominium, once the sharing of the combined Common Expenses has been fully implemented.

8.3 Common Surplus. Any Common Surplus of the Association shall be owned by each Unit Owner in the same proportion as his liability for Common Expenses.

9. Maintenance. The responsibility for maintenance by the Association and by the Unit Owners shall be as follows:

9.1 By the Association. The Association shall operate, maintain, repair, replace and provide as a Common Expense:

9.1.1 All Common Elements except for portions to be maintained by the Unit Owners as set forth in subsection 9.2.1.

9.1.2 All exterior and structural walls, whether inside or outside of a Unit, including painting of exterior walls and exterior doors of a Dwelling.

9.1.3 All roofs, and component parts of roofs, such as shingles, trusses, support beams and roofing substrata.

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9.1.4 All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of a Unit contributing to the support of the Building or to another Unit, or within interior boundary walls, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which such facilities are contained.

9.1.5 Awnings (Limited Common Elements).

9.1.6 All Association Property.

9.1.7 Termite and pest protection to the Dwelling and grass area surrounding same, including fertilization of the grass and shrubbery, mowing, trimming, and repair and replacement of the irrigation system and its component parts located on the Unit.

9.1.8 All concrete drive and parking areas (Limited Common Elements).

9.1.9 Any unimproved property outside of and contiguous to the Condominium or the Association Property (with the consent of the owner of such property except where such property consists of unpaved road right-of-way) which the Board determines to maintain from time to time.

All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

9.2 By the Unit Owner. Each Unit Owner shall operate, maintain, repair and replace, at the Unit Owner's expense:

9.2.1 All portions of the Unit and Limited Common Elements appurtenant thereto except for those Limited Common Elements to be maintained by the Association as set forth above. Included within the responsibility of the Unit Owner shall be windows, window frames, screens, sliding glass doors, and doors on the exterior of his Dwelling or the Limited Common Elements of his Unit, and frame for same. Also included within the responsibility of the Unit Owner shall be the maintenance and painting of exterior building walls within a Unit Owner's screened or enclosed porch, patio or balcony, which shall be painted the same color as the outside exterior building walls. The Unit Owner shall also maintain, repair and replace at his, her or its expense, all portions of a hurricane shutter, including such portion of the Common Elements to which the hurricane shutter is attached, which the Unit Owner installs, which cost and expense shall also include the cost of removal and reinstallation of same if necessary or required in order for the Association to maintain, repair, replace or protect the Common Elements or Association Property. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

9.2.2 The air conditioning and heating systems, electrical and plumbing system serving the Unit Owner's Dwelling, whether inside or outside of his Dwelling.

9.2.3 Within the Unit Owner's Unit, all cabinets, carpeting and other floor coverings, sinks, fans, stoves, refrigerators, washers, dryers, disposals, compactors, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Dwelling, as well as all personal property of the Unit Owner.

All property to be maintained, repaired and/or replaced by a Unit Owner shall be maintained at all times in a first class condition

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and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well kept appearance throughout the Condominium, and no such maintenance, repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Association. All property to be maintained, repaired and/or replaced by a Unit Owner which is inside of the Unit Owner's Dwelling and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner, or any other portion of the Condominium Property.

9.3 Association Maintenance. No Unit Owner shall operate, maintain, repair or replace any portion of the Condominium Property to be operated, maintained, repaired and/or replaced by the Association, or the Association Property, without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance, or replacements, the responsibility for which is that of the Association.

9.4 Right of Access. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, protection, or replacement of any Common Element, Association Property, or of any portion of a Unit to be maintained by the Association pursuant to this Declaration, or as necessary to prevent damage to the Common Elements, Association Property, or to a Unit. This irrevocable right of access shall also extend to the provision of pest control services to the Unit, Common Elements or Association Property. The Board may require, by duly adopted rule and regulation, each Owner, lessee or occupant of a Unit to provide the Association with a key to the Unit for the above purposes.

10. Additions, Alterations or Improvements.

10.1 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 maintenance, 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 only if the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners 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. For purposes of this section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above stated purposes, regardless of whether the payment of any part of that debt is made beyond that year.

10.2 By Unit Owners. No Unit Owner shall make or install any substantial addition, material alteration, improvement or landscaping in or to the exterior of his Unit, or any Limited Common Element or any Common Element, or any Association Property, and no Unit Owner shall make any structural addition, material alteration or improvement in or to his Dwelling, without the prior written consent of the Association. For purposes of this paragraph, a change in flooring, covering, cabinetry, interior wall painting or covering shall not be deemed to constitute a material alteration or improvement of the Dwelling. No permanent

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enclosure of any patio or balcony shall be permitted, except that with the consent of the Association, a Unit Owner may install hurricane shutters. The installation, replacement, and maintenance of hurricane shutters in accordance with the specifications adopted by the Board shall not be deemed a material alteration or substantial addition to the Common Elements, and same shall only require Board approval. The Association shall not refuse to approve the installation or replacement of hurricane shutters conforming to the specifications adopted by the Association pursuant to a duly adopted Board rule.

10.3 Additions, Alterations or Improvements by Developer. The foregoing restrictions of this Section 10 shall not apply to a Developer-owned Dwelling. However, the Developer shall not have the right, without the unanimous consent of Unit Owners, to (i) change the layout or number of rooms in any Developer-owned Dwelling; and (ii) change the size and/or number of Developer-owned Dwellings by combining separate Developer-owned Dwellings into one or more Unit(s).

11. Determination of Common Expenses and Assessments. The Board shall from time to time, and at least annually, prepare and adopt a budget for the Condominium, determine the amount of Assessments for Common Expenses 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 the Condominium Act, this Declaration and the Bylaws. The Association shall notify all Unit Owners promptly, in writing, of the amount and due dates of the Assessments for Common Expenses payable by each of them and shall furnish copies of each budget on which such Assessments are based to all Unit Owners, which due dates shall not be less than ten (10) days from the date of such notification. In the event any Assessments for Common Expenses are made in equal periodic payments as provided in the notice from the Association, such periodic payments shall automatically continue to be due and payable in the same amount and frequency as indicated in the notice, unless and/or until: (i) the notice specifically provides that the periodic payments will terminate upon the occurrence of a specified event or the payment of a specified amount, or (ii) the Association notifies the Unit Owner in writing of a change in the amount and/or frequency of the periodic payments. If requested in writing, copies of all notices of Assessments for Common Expenses shall be given to any Institutional Lender. The Common Expenses shall include the expenses of and reserve for (if required by law) the operation, maintenance, repair and replacement of the Common Elements, the combined shared cost of Common Expenses with Lake Place I, cost of providing a bulk rate cable television service, 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 or Bylaws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. 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 Bylaws.

12. Developer's Liability for Assessments. During the period from the date of recording of this Declaration until the first day of the fourth (4th) calendar month following the month in which the closing of the purchase and sale of the first Unit occurs (the "Guarantee Expiration Date"), the Developer shall not be obligated to pay the share of the Common Expenses and Assessments attributable to Unit it is offering for sale, provided that the regular monthly Assessments for Common Expenses imposed on each

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Unit Owner other than the Developer shall not increase during such period over the amount set forth in the Estimated Operating Budget contained in the applicable Prospectus delivered to such Unit Owner when such Owner contracted to purchase the Unit, if applicable, and provided further that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed level, which is that amount set forth in the Estimated Operating Budget. For purposes of this Section, income to the Association other than Assessments (as defined herein and in the Act) shall not be taken into account when determining the deficits to be funded by the Developer. No funds receivable from Unit purchasers or Owners on behalf of the Association other than regular periodic Assessments for Common Expenses as provided in this Declaration shall be used for the payment of Common Expenses prior to the Guarantee Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions or start-up funds collected from Unit purchasers at closing.

13. Working Capital Contributions. Unless the Developer is excused from payment of its share of the common expenses pursuant to Section 12 above, working capital contributions made to the Association upon the sale of a Unit by the Developer may be used to reimburse the Developer for start-up expenses of the Association, or otherwise as the Association shall determine from time to time and need not be restricted or accumulated. Any budget adopted by the Board shall be subject to change to cover actual expenses at any time, in conformance with applicable provisions of the Bylaws. Other than during the period of developer guarantee as set forth in Section 12, in the event the expenditure of funds by the Association is required that cannot be made from the regular Assessments for Common Expenses, the Association may make special Assessments for Common Expenses, which shall be levied in the same manner as hereinbefore provided for regular Assessments for Common Expenses and shall be payable in the manner determined by the Board as stated in the notice of any special Assessments for Common Expenses. The specific purpose or purposes of any special Assessments for Common Expenses shall be set forth in the written notice of such Assessments sent or delivered to each Unit Owner, and the funds collected pursuant to the special Assessments shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus. Assessments for Common Expenses will commence upon the recording of this Declaration of Condominium by the Developer, and prior to such commencement date the Developer will be responsible for all Common Expenses of the Condominium.

14. Monetary Defaults and Collection of Assessments.

14.1 Liability for Assessments. A Unit Owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all Assessments which come due while he is the Unit Owner. The grantee is jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the Common Expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. However, a first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure shall be liable for the share of Common Expenses or Assessments attributable to the Condominium Parcel or chargeable to the former Unit Owner only to the maximum extent permitted by Florida Statute, Section 718.116(1)(a), as same may be amended or renumbered from time to time. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether

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or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of the Unit for which the Assessments are made.

14.2 Late Charges and Interest. If any Assessments is not paid within ten (10) days after the due date, the Association shall have the right to charge the defaulting Owner an administrative late fee in an amount not to exceed the highest amount provided for in the Act (as the Act may be amended from time to time) on Assessments and installments thereof not paid when due, plus interest at the then highest rate of interest allowable by law, from the due date until paid. If there is no due date applicable to any particular Assessments, then the Assessments shall be due ten (10) days after the written demand by the Association. The Association may waive the payment of any or all late charges or interest in the discretion of the Association.

14.3 Lien for Assessments. The Association has a lien on each Condominium Parcel for any unpaid Assessments or installments thereon, with interest, late fees and for reasonable attorney's fees incurred by the Association which are incident to the collection of the Assessments or enforcement of the lien, whether suit be brought or not. The lien is effective from and shall relate back to the date of recording of this Declaration or the date of recording an amendment to this Declaration creating the subject Condominium Parcel. However, as to first mortgagees of record, the lien is effective from and after recording of a claim of lien. The lien shall secure all unpaid Assessments, interest, late fees, costs and attorney's fees which are due and which may accrue subsequent to the recording of the claim of lien in the Public Records of Hillsborough County, Florida. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

14.4 Collection and Foreclosure. The Association may bring an action in its name to foreclose a lien for Assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien, and the applicable Unit Owner shall be liable to the Association for all costs and expenses incurred by the Association in connection with the collection of any unpaid Assessments, and the filing, enforcement, and/or foreclosure of the Association's lien, including reasonable attorneys' fees, and all sums paid by the Association for taxes and on account of any other mortgage, lien, or encumbrance in order to preserve and protect the Association's lien. However, no foreclosure 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, and other sums secured by the claim of lien. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at his last known address, and upon such mailing, the notice shall be deemed to have been given and the court shall proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. 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 attorneys' fees and costs as permitted by law. The notice

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requirements of this subsection are satisfied if the Unit Owner records a notice of contest of lien as provided by the Condominium Act. The notice requirements of this section shall not apply if an action to foreclose a mortgage on the Unit is pending before any court, if the Association's rights would be affected by such foreclosure, and if actual, constructive, or substitute service of process has been made on the Unit Owner. The Board is authorized to settle and compromise any claims the Association may have against a Unit Owner if the Board deems a settlement or compromise desirable.

14.5 Appointment of Receiver to Collect Rental. If a Unit Owner remains in possession of the Unit and the lien of the Association against the Unit is foreclosed, the Association may request that the court in its discretion, 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.

14.6 Institutional Lender. A first mortgagee acquiring title to a Condominium Parcel as a result of foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during the period of such ownership. In addition, the first mortgagee is liable for the share of Common Expenses or Assessments or other charges imposed by the Association pertaining to such Condominium Parcel which became due prior to acquisition of title as a result of the foreclosure or the acceptance of such deed; provided, however, the mortgagee's liability is limited to the extent required by Florida Statutes, Section 718.116(1)(a) as same may be amended, from time to time, excuse the mortgagee from part or all of the assessments coming due prior to the mortgagee's taking title. If any unpaid share of Common Expenses or Assessments or other charges is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of common expenses or assessments are Common Expenses collectible from all of the unit owners, including such acquirer, and such acquirer's successors and assigns.

14.7 Liability of Purchaser at Lien or Judicial Sale for Assessments. A purchaser, other than a first mortgage holder, who acquires title to a unit at a foreclosure sale or other judicial sale, will be liable for all past due assessments, except as expressly provided by law. Additionally, a purchaser, other than a first mortgage holder who acquires title as stated hereinabove, shall also be subject to the approval provisions of Section 20 of this Declaration.

14.8 Unpaid Assessments - Certificate. Within fifteen (15) days after request by any Unit Owner, or any Institutional Lender of any Unit, or any person or entity intending to purchase a Unit or provide a mortgage loan encumbering a Unit, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Unit Owner with respect to the Condominium Parcel. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

14.9 Application of Payments. All payments upon account shall be first applied to interest, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection and then to the Assessments payment first due. The foregoing method of applying payments shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

14.10 Installments. Regular Assessments may be collected monthly or quarterly, in advance, at the option of the Association from time to time.

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14.11 Use of Common Elements. The Association shall not charge any fee against a Unit Owner for the use of the Common Elements or Association Property unless otherwise provided for in this Declaration or by a majority vote of the Association or unless the charges relate to expenses incurred by a Unit Owner having exclusive use of the Common Elements or Association Property.

15. Association. In order to provide for the administration of this Condominium, the Association has been organized as a not-for-profit corporation under the Laws of the State of Florida, and the Association shall administer the operation and management of the Condominium and undertake and perform all acts and duties incidental thereto in accordance with the terms, provisions and conditions of this Declaration, the Articles, Bylaws, and the rules and regulations promulgated by the Association from time to time.

15.1 Articles. A copy of the Articles is attached as Exhibit "J." No amendment of the Articles shall be deemed an amendment to this Declaration and this Declaration shall not prohibit or restrict amendments to the Articles, except as specifically provided herein.

15.2 Bylaws. A copy of the Bylaws is attached as Exhibit "I." No amendment of the Bylaws shall be deemed an amendment to this Declaration and this Declaration shall not prohibit or restrict amendments to the Bylaws, except as specifically provided herein.

15.3 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other owners or persons. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owner regardless of whether or not same shall have been approved by the Association pursuant hereto. Further, the Association shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where (i) such insurance is not required hereby or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

15.4 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.

15.5 Approval or Disapproval of Matters. Whenever the approval, consent or decision of the Unit Owners is required upon any matter, whether or not the subject of an Association meeting, such 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 all record owners of the Unit is specifically required by this Declaration or by Law.

15.6 Acts of the Association. Unless the approval or action of the Unit Owners, and/or a certain specific percentage of the Board, is specifically required in this Declaration, the Articles or Bylaws, applicable rules and regulations promulgated by the Association or applicable law, all approvals, consents, or

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actions required or permitted to be given or taken by the Association shall be given or taken by the Board, without the consent of the Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. The approval or consent of the Association or the Board shall be evidenced by a written instrument signed by any director or officer of the Association. When an approval, consent or action of the Association is permitted to be given or taken, such approval, consent or action may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such approval, consent or action without the necessity of establishing the reasonableness of such conditions or refusal, except as herein specifically provided to the contrary.

15.7 Management Company. The Association shall have the right to contract for the management and maintenance of the Condominium Property, and to authorize a management agent or company to assist the Association in carrying out its powers and duties as set forth herein. Any management agent or company may be the Developer or an affiliate of the Developer. However, the Association and its officers shall retain at all times the powers and duties granted to it by this Declaration, the Articles, Bylaws and the Condominium Act.

15.8 Membership. The record owner(s) of all Units in the Condominium shall be members of the Association. Membership as to each Unit shall be established and transferred, as provided by the Articles and the Bylaws.

15.9 Voting. On all matters as to which the members of the Association shall be entitled to vote, there shall be only one vote for each Unit. Each Unit shall be entitled to one (1) vote cast by the designated Owner thereof in accordance with the provisions of the respective Bylaws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.

16. Insurance. The insurance other than title insurance which shall be carried upon the Condominium Property and the Association Property and the property of the Unit Owners shall be governed by the following provisions:

16.1 Purchase, Custody and Payment of Policies

16.1.1 Purchase. All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida.

16.1.2 Institutional Lenders. No policy or insurance coverage shall impair the security of the Institutional Lender which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional Lender without its consent.

16.1.3 Named Insured. The named insured on all policies purchased by the Association shall be the Association, individually and as agent for Unit Owners covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

16.1.4 Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer on account of casualty to any portion of the Condominium Property or the Association Property shall be paid to the Insurance Trustee, and all policies and endorsements for casualty losses shall be deposited with the Insurance Trustee, if appointed, or the Association if no Insurance Trustee is appointed.

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16.1.5 Copies to Institutional Lenders. One copy of each insurance policy or a certificate evidencing same, and all endorsements thereto, shall be furnished by the Association to each Institutional Lender who holds a mortgage upon a Unit covered by the policy, and who in writing requests the Association to provide it with such policies. Copies or certificates shall be furnished not less than 10 (ten) days prior to the beginning of the term of the policy, or not less than 10 (ten) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

16.1.6 Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners for obtaining insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith. Unit Owners may obtain insurance at their own expense and at their own discretion for their personal property, personal liability, living expenses, flood damage, and for improvements made to their Unit.

16.2 Coverage. The Association shall use its best efforts to maintain insurance covering the following:

- (a) **Casualty.** The Buildings (including all fixtures, installations or additions comprising that part of the Buildings within the boundaries of the Dwellings and required by the Act to be insured under the Association's policy(ies), but excluding all furniture, furnishings, floor coverings, wall coverings and ceiling coverings or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or owned by the Association (collectively the "Insured Property"), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against:
- (i) Loss or Damage by Fire and Other Hazards covered by a standard extended coverage endorsement; and
 - (ii) Such Other Risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief and all other risks normally covered by a standard "All Risk."

16.2.1.1 Insurance Policy Definitions of "Building". The word "building" in every hazard policy issued to protect a Condominium building does not include Dwelling floor coverings, wall coverings, or ceiling coverings and does not include the following equipment if it is located within a Dwelling and/or the Unit Owner is required to repair or replace such equipment: electrical fixtures, appliances, air conditioner or heating equipment, water heaters, built-in cabinets or any other item,

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personal property, fixture, appliance or equipment permitted to be excluded from the Condominium's insurance policy pursuant to Florida Statute, Section 718.111(11), as same may be amended or renumbered from time to time.

16.2.2 Liability. Comprehensive general public liability insurance and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Condominium Property or the Association Property or adjoining driveways and walkways, or any work, matters or things related to the Condominium Property or the Association Property or this Declaration and its exhibits, with such coverage as shall be required by the Association, but with a combined single limit liability of not less than \$1,000,000.00 for each accident or occurrence, \$300,000 per person and \$100,000 property damage and with cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner and vice versa.

16.2.3 Unit Owner's 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.

16.2.4 Fidelity Bonds. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association in an amount not less than the minimum sum required by law. All persons providing management services to the Association and required to be licensed pursuant to law shall provide the Association with a certificate of insurance covering such persons under a fidelity bond in an amount not less than the minimum sum required by law. The cost of bonding such management persons may be reimbursed by the Association.

16.2.5 Other Insurance. Flood Insurance, Workman's Compensation Insurance, and Such Other Insurance as the Association shall determine from time to time to be desirable, or as may be required by law and as is customarily obtained with respect to Condominiums similar in construction, location, and use to this Condominium, such as, where applicable, contractual and all-written contract insurance, employers' liability insurance, and comprehensive automobile liability insurance.

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) 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, a member of the Board of Directors of the Association, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

16.3 Additional Provisions. All policies of physical damage insurance shall provide that such policies may not be cancelled or substantially modified without at least forty-five days' prior written notice of all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors shall obtain an

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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.

16.4 Premiums. Premiums for 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.

16.5 Insurance Trustee. All insurance policies obtained by or on behalf of 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, but need not, be designated by the Board of Directors. References herein to the Insurance Trustee shall be deemed to apply to the Board of Directors if it elects to serve such functions pursuant to Section 16.11 hereof. The Insurance Trustee 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 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 such shares need not be set forth on the records of the Insurance Trustee:

- (a) **Insured Property.** Proceeds on account of damage to the property insured under this Section ("Insured Property") shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of a specific Unit, that portion of the proceeds allocable to such property shall be held as if that portion of the insured property were Optional Property as described in paragraph (b) below.
- (b) **Optional Property.** Proceeds on account of damage solely to one or more Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any, collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of those Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
- (c) **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.

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16.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee 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 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. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.
- (c) **Failure to Reconstruct or Repair.** If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 16.5 above, and distributed first to all Institutional Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.
- (d) **Certificate.** In making distributions to Unit Owners and their mortgagees, the Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution.

16.7 Damage Not Covered. The cost to repair any damage caused to a Common Element or other property owned by the Association by a Unit Owner or Unit which is not covered by insurance shall be the responsibility of and shall be paid by said Unit Owner. The cost of any damage to a Unit not covered by insurance caused from a source outside the Unit, which source of damage is under the control and management of the Association, and said damage is through no negligence on the part of the Association, shall be borne by the Unit Owner sustaining the damage.

16.8 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 Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

16.9 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.

16.10 Benefit of Mortgagees. Certain provisions in this Section 16 entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

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16.11 Insurance Trustee Optional. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

16.12 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

17. Reconstruction or Repair After Fire or Other Casualty.

17.1 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 fire or other casualty [unless 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is destroyed or substantially damaged and Unit Owners owning 80% or more of the applicable interests in the Common Elements elect not to proceed with repairs or restoration and a Majority of Institutional Mortgagee approve such election], 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.

If 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 if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional Mortgagees approve such resolution, 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 on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than ninety (90) days after the Insurance Trustee, if appointed, notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. In the event no Insurance Trustee is appointed, then the time periods shall run from the date the Association

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receives the proceeds of insurance, or from the date the Association becomes aware that the proceeds are insufficient. The Insurance Trustee, if appointed, or the Association if no Insurance Trustee is 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.

17.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

17.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

(a) **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 \$100,000, 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 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 \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) above, but then only upon

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the further approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

- (iii) Unit Owners. If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.
- (iv) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair 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 jointly to any mortgagee.
- (v) Certificate. Notwithstanding the provisions herein, the Insurance Trustee 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, 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 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

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payable, and stating the names of the payees and the amounts to be paid.

17.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, charges shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such charges on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, and on account of damage to the Optional Property, in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

17.5 Benefit of Mortgagees. Certain provisions in this Section 17 are for the benefit of mortgagees of Unit and may be enforced by any of them.

18. Condemnation and Eminent Domain.

18.1 Representation by Association. The Association shall represent the Unit Owners in any condemnation or eminent domain proceedings or in negotiations, settlements and agreements with the condemning or taking authority for acquisition of the Common Elements or the Association Property, or any part thereof, and for such purpose each Unit Owner appoints the Association as the Unit Owner's attorney-in-fact.

18.2 Deposit of Awards with Insurance Trustee. The taking of any Condominium Property or Association Property by condemnation or eminent domain proceedings 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. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of a failure to do so, in the discretion of the Association, a charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

18.3 Determination Whether to Continue Condominium. Whether the Condominium will be terminated after condemnation or eminent domain proceedings will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

18.4 Disbursement of Funds. If the Condominium is terminated after condemnation the insurance proceeds of the awards, Assessments pursuant to Section 18.6.4 herein, will be deemed to be proceeds and shall be owned and distributed in the manner provided for 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, the Unit Owners of condemned or taken Unit will be made usable in the manner provided below. The proceeds of the awards and special Assessments shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

18.5 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion and discretion of the Association), the award for the taking of a portion of the Unit

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shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

18.5.1 Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Unit Owner of the Unit.

18.5.2 Distribution of Surplus. The balance of the award, if any, shall be distributed to the Unit Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and mortgagee.

18.6 Unit Made Unhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

18.6.1 Payment of Award. The award shall be paid first to all Institutional Lenders in an amount sufficient to pay off their mortgages due from those Units which are not habitable; or second to the Association for any due and unpaid Assessments; and then jointly to the Unit Owners and mortgagees of Units not habitable in an amount equal to the market value of the Unit immediately prior to the taking and with credit being given for payments previously reserved for Institutional Lenders; and the balance, if any, to repairing and replacing the Common Elements.

18.6.2 Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

18.6.3 Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Unit that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements with each owner to have an equal share.

18.6.4 Assessments. If the balance of the award (after payments to the Unit Owners and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

18.6.5 Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any

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court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

18.7 Taking of Common Elements or Association Property.

Awards for the taking of Common Elements or Association Property shall be used to render the remaining portion of the Common Elements or Association Property usable in the manner approved by the Board; provided that if the cost of the 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 of the Common Elements or Association Property. The balance of the awards for the taking of Common Elements or Association Property, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Unit, the distribution shall be paid jointly to the owner and the mortgagee(s) of the Unit.

18.8 Amendment of Declaration. The changes in a Unit, 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 condemnation shall be evidenced by an amendment to the Declaration of Condominium that need be approved only by and executed upon the direction of a majority of all Directors of the Association.

19. Use Restriction. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Unit, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

19.1 Unit.

19.1.1 Residential Use. Each Unit shall be occupied and used only for single-family residential purposes, and not for business, commercial or other purposes.

19.1.2 No Division. No Unit may be divided or subdivided into a smaller Unit or any portion thereof sold or otherwise transferred without first amending this Declaration to reflect the changes in the Unit to be affected thereby.

19.2 Exterior Appearance. Without limiting the provisions of Paragraph 10.2 of this Declaration, except for the installation of hurricane shutters, no Unit Owner shall cause or permit his terrace, balcony, garden area, or patio (except as originally constructed by Developer) to be enclosed nor shall any Unit Owner cause or permit his terrace, balcony, garden area, or patio to be increased in size, the configuration thereof altered, or awnings installed thereon or floor covering placed thereon, or on the exterior of the building. No Unit Owner shall cause or permit any doors, windows or screening on the exterior of his Dwelling to be added, modified or removed, nor shall any Unit Owner in any manner change the exterior appearance of his Dwelling or the building or Common Element, except for purposes of repair or replacement required to be made by the Unit Owner, and any such repair or replacement shall be in substantial conformity with that originally installed by the Developer or last approved by the Association. No Unit Owner shall install or permit to be installed in his Dwelling electrical wiring, television or radio antenna, machines or air conditioning equipment, which may protrude through the roof or walls of his Dwelling or the building. No

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Unit Owner shall place signs or written material on the windows of his Dwelling, or on the exterior of the Condominium Property. No Unit Owner shall install any trees, shrubbery, flowers, or other landscaping on the exterior of any Condominium Property, and no Unit Owner shall remove or alter any such landscaping installed by the Association. This restriction on alterations to exterior appearance does not restrict the Developer from making exterior changes to a Unit and Common Elements in construction of the facilities.

19.3 Pets. Except for small domestic birds, or fish, each Unit Owner (regardless of the number of Owners), may maintain one (1) household pet in a Unit, to be limited to domestic dogs not to exceed eight (8) pounds, or domestic cats, or caged birds, or one (1) fish tank not to exceed 55 gallons, 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 waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be kept in a Limited Common Element. Without limiting the generality of Section 24 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 this Declaration or the Bylaws and/or to require any pet to be permanently removed from the Condominium Property. No one other than a Unit Owner is permitted to keep any pets.

19.4 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 a Unit.

19.5 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 a Unit or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants.

19.6 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 thereover 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. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or Bylaws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section.

19.7 Weight and Sound Restriction. Hard and/or heavy surface floor coverings, such as tile, wood, etc. will be permitted throughout the Dwelling, provided, however, use of a hard and/or heavy surface floor covering in any location within the Dwelling must be submitted to and approved by the Board of Directors of the Association and also meet applicable structural requirements. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board of Directors the Condominium Association, and be compatible with the structural design of the building and be adequately insulated from sound transmission. The Board of Directors of the Condominium Association may require the review of a structural engineer at Unit Owner's expense. All other areas of the Dwelling which do not receive the approved hard and/or heavy surface floor coverings, are to receive sound

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absorbent, less dense floor coverings, such as carpet. Floor coverings on balconies shall be limited to a maximum composite thickness of 1/2" and a maximum composite weight of four pounds per square foot, including setting bed and/or adhesive materials, unless approved otherwise by the Board of Directors of the Condominium Association and compatible with the structural and architectural designs. The Board of Directors of the Condominium Association will have the right to specify the exact material used on balconies. These use guidelines are consistent with good design practices for waterproofing and structural design. Owners will be held strictly liable for violation of these restrictions and for all damages resulting therefrom and the Condominium Association has the right to require immediate removal of violations.

19.8 Rules and Regulations. All Unit Owners shall comply with reasonable rules and regulations concerning the use of the Condominium Property and Association Property, as may be made and amended from time to time by the Association in the manner provided by the Articles or Bylaws.

19.9 Proviso. Provided, however, that until the Developer has completed all of the contemplated improvements and closed the sales of all of the Units within this Condominium, neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the completion of all contemplated improvements and the sale of all Units within the Condominium, and the Developer may make such use of the unsold Units and Common Elements as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, the showing of the Condominium Property and Developer-owned Unit and the display of signs. Developer shall further have the right to use any Unit it owns in connection with the sale of Unit in any other Condominium.

20. Sale and Transfer of Unit. In order to maintain a community of congenial and financially responsible Unit Owners and to protect the value of the Unit within the Condominium, the sale and transfer of Unit shall be subject to the following provisions so long as the Condominium exists and the Buildings in useful condition exists upon the land, which provisions each Unit Owner covenants to observe:

20.1 Notice to Association. The approval of the Association which is required for the transfer of ownership of Units shall be obtained in the following manner:

20.1.1 Approval Fee and Documents. Every request for approval of a proposed sale or other transfer, whether by gift, devise, inheritance or otherwise, shall be accompanied by an approval fee, per applicant, in the highest amount permitted by law, or such lesser amount as the Board may, from time to time, determine by duly adopted rule. The approval fee shall be paid with the giving of the notice of transfer, and the notice of transfer shall not be complete unless and until the approval fee is paid. The approval fee shall be accompanied by an application for approval, in the form approved by the Association, and any other documents reasonably requested by the Association, including, but not limited to, financial and personal reference letters.

20.1.2 Time Frame. The Association shall have fifteen (15) days to review an application for approval. The time frame for approval of the transfer shall not begin to run until all documentation has been received, including any additional documentation or information reasonably requested by the Association, and the approval fee is paid. In the event payment of the approval fee is in a form other than cash, cashier's check, certified check or money order, payment shall not be deemed received unless and until the funds have cleared.

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20.1.3 Developer. The foregoing restrictions shall not apply to Units owned by the Developer or by any Institutional Lender acquiring title by foreclosure or by a deed in lieu of foreclosure or in satisfaction of debt. The Developer and such Institutional Lender shall have the right to sell Units they own without having to first obtain approval from the Association.

20.1.4 Denial of Approval. Notwithstanding anything herein contained to the contrary, the Board of Directors, in exercising its rights as provided in this Section 20, shall not make any decision in a discriminatory manner, and no decision shall be made on the basis of race, gender, religion, national origin or physical or mental handicap; provided, however, the Association shall neither have the duty to provide an alternate purchaser nor shall it assume any responsibility for the denial of approval of the sale if the denial is based upon, including but not limited to, any of the following factors:

(a) The person seeking approval (which shall include all proposed occupants) has been convicted of a felony involving violence to persons or property, or a felony demonstrating dishonesty or moral turpitude, and has not had his civil rights restored;

(b) The application for approval, on its face, or the conduct of the applicant, indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the Condominium Documents, or that the sale, if approved, would result in a violation of the Condominium Documents;

(c) The person seeking approval has a history of disruptive behavior or disregard for the rights and property of others as evidenced by his conduct in other residences, social organizations or associations, or by his conduct in this community as a tenant or occupant of a unit;

(d) The person seeking approval has failed to provide the information required to process the application in a timely manner, or has materially misrepresented any fact or information provided in the application or screening process;

(e) The person seeking to sell the Unit is delinquent in the payment of Assessments or other sums owed to the Association. Nothing herein shall be construed to require the Association to furnish an alternate purchaser in the event the Association disapproves a purchaser.

21. Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be in writing and shall be submitted for approval by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. The Association shall have the right to require of all tenants that they deposit in escrow with the Association a sum not in excess of one (1) month's rent which may be used by the Association to repair any damage to the Common Elements or other property owned by the Association resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Regardless of whether or not expressed in the applicable lease, all Unit Owners shall be jointly and severally liable with their tenants to the Association for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence

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of the tenant or for the acts and omissions of his tenant(s) which constitute a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. This Section shall also apply to subleases and assignments and renewals of leases. No lessee or sublessee shall be permitted occupancy of the Unit prior to Unit Owner receiving written approval of the lease.

In making its determination as to whether to approve a lessee of a Unit, the Association shall not discriminate on the grounds of race, gender, religion, national origin, or physical or mental handicap; provided, however, nothing herein shall be construed to require the Association to furnish an alternate lessee in the event the Association disapproves a lease or lessee.

22. Selling and Mortgaging of Unit.

22.1 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

22.2 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer Unit Owner's Unit by gift, to devise said Unit by will, or to have said Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and said Unit subject to, the provisions of Section 20.

22.3 Mortgage of Unit. No Unit Owner shall have the right to mortgage their Unit without the approval of the Association, except to an Institutional Mortgagee or the seller of a Unit who takes back a purchase money mortgage to secure a portion of the purchase price ("Approved Mortgagees"). The approval of any other mortgagee may be upon conditions determined by the Board and approval may be withheld in the sole discretion of the Board.

23. 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:

23.1 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.

23.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the Bylaws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property in the manner required, 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 take such actions as shall be permitted under this Declaration and in accordance with the provisions of the Condominium Act, which will put the Unit Owner or Unit in

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compliance, and to hire an attorney to make a charge against the Unit Owner and Unit for the costs of such reasonable attorneys' fees incurred in requiring performance and/or compliance of the Unit Owner. In addition, the Association shall have the right, for itself and its employees and agents, of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or of any portion of the Unit to be maintained by the Association pursuant to this Declaration or as necessary to prevent damage to the Common Elements or to a Unit.

23.3 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).

23.4 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.

23.5 Responsibility of Unit Owner for Occupants, Tenants, Guests, and Invitees. Each Unit Owner shall be responsible for the acts and omissions, whether negligent or willful, of any person residing in his Unit, and for all guests and invitees of the Unit Owner or any such resident, and in the event the acts or omissions of any of the foregoing shall result in any damage to the Condominium Property or the Association Property, for any liability to the Association, the Association may recover all costs and expenses associated therewith from the Unit Owner with such recovery limited where applicable to the extent that the expense or liability is not met by the proceeds of insurance carried by the Association. Furthermore, any violation of any of the provisions of this Declaration, of the Articles, the Bylaws, or any rule or regulation, by any resident of any Unit, or any guest or invitee of a Unit Owner or any resident of a Unit, shall also be deemed a violation by the Unit Owner, and shall subject the Unit Owner to the same liability as if such violation was that of the Unit Owner.

23.6 Right of Association to Evict Tenants, Occupants, Guests and Invitees. With respect to any person present in any Unit or any portion of the Condominium Property, other than a Unit Owner and the members of his immediate family permanently residing with him in the Unit, if such person shall materially violate any provision of this Declaration, the Articles, the Bylaws, or the rules and regulations, or shall create a nuisance or an unreasonable and continuous source of annoyance to the residents of the Condominium, or shall damage or destroy any Common Elements or Association Property, then upon written notice by the Association such person shall be required to immediately leave the Condominium Property and if such person does not do so, the Association is authorized to commence an action to compel the person to leave the Condominium Property and, where necessary, to enjoin such person from returning. The expense of any such action, including attorneys' fees, may be recovered from the applicable Unit Owner who such person was visiting, or with whose permission such person was present on the Condominium Property. The foregoing shall not be deemed to limit, modify, or affect any other rights or remedies available to the Association, or any rights or remedies the Association may have with respect to similar actions by a Unit Owner or a member of his immediate family residing with him in the Unit. Any eviction of a tenant shall be accomplished in

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compliance with any applicable provisions of the Florida Landlord and Tenant Act, Florida Statutes, Chapter 83.

23.7 Enforcement by Other Persons. In addition to the foregoing, any Unit Owner shall have the right to commence legal proceedings to enforce this Declaration against any person violating or attempting to violate any provisions herein, to restrain such violation or to require compliance with the provisions contained herein, and the prevailing party in any such action shall be entitled to recover its reasonable attorneys' fees and costs.

23.8 Each owner of a Condominium parcel, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance regardless of the harshness of the remedy utilized by the Association and regardless of the availability of other equally adequate legal procedures. It is the intent of all owners of a Condominium parcel to give to the Association a method and procedure which will enable it at all times to operate on a business-like basis, to collect those monies due and owing it from owners of Condominium parcels and to preserve each others' right to enjoy his Condominium Unit free from unreasonable restraint and nuisance.

24. Amendment of Declaration and Limitations on Amendments to Articles and Bylaws.

24.1 Amendments to Declaration. In addition to amendments elsewhere authorized herein, and subject to limitations contained herein upon amendments, this Declaration may be amended in the following manner:

24.1.1 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 Unit Owners in the Condominium.

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 in excess of 66-2/3% of the Units in the Condominium and by not less than 66 2/3% of the Board of Directors of the Association; or
- (b) Unit Owners in excess of 75% of the Units in the Condominium.

24.1.2 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 with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of Hillsborough County, Florida.

24.1.3 Proviso. Unless required by any governmental entity, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of the Unit shares the Common Expenses and owns the Common Elements and Common Surplus, unless the record Owner(s) of the Unit,

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and all record Owners of mortgages or other liens thereon, shall join in the execution of the amendment and unless all the record Owners of all other Units approve 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 mortgagee of a Unit without the consent of said Developer and mortgagee in each instance; nor shall an amendment make any change in the sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Institutional Lender shall join in the amendment. The provisions of this Section 24.1.3 may not be amended in any manner.

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

24.1.4 Consent. If any provision of this Declaration specifically requires the consent of a certain percentage of the Unit Owners or Institutional Lenders to approve or authorize any action or matter, no amendment may reduce such percentage unless the amendment is approved by at least such specified percentage of the Unit Owners or Institutional Lenders.

25. 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 and by a Majority of Institutional Mortgagees. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any 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 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 the Developer as long as it owns any Unit.

26. Additional Rights of Mortgagees and Others.

26.1 Institutional Mortgagees shall have the right, upon written request to the Association, to: (i) examine the Condominium documents and the Association's books and records, (ii) receive a copy of the Association's financial statement for the immediately preceding fiscal year, (iii) receive notices of and attend Association meetings, (iv) receive notice of any alleged default in any

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obligations hereunder by any Unit Owner, on whose Unit such Mortgagee holds a mortgage, which is not cured within thirty (30) days of notice of default to the Unit Owner, and (v) receive notice of any substantial damage or loss to any portion of the Condominium Property.

26.2 Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing, the right to timely written notice of (i) any condemnation or casualty loss affecting a material portion of the Condominium Property or the affected mortgaged Unit, (ii) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit, (iii) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, (iv) any proposed termination of the Condominium, and (v) any proposed action which requires the consent of a specified number of mortgage holders.

26.3 The approval of a 67% of Institutional Mortgagees shall be required to effect an amendment to the Declaration which materially alters, or adds, a provision relating to: (i) Voting rights; (ii) Assessments and lien rights; (iii) insurance or fidelity bonds; (iv) maintenance and repair responsibilities for the various portions of the Condominium Property; (v) boundaries of any Unit; (vi) convertibility of Unit into Common Elements or Common Elements into Unit; (vii) leasing of Unit; (viii) Reallocation of interest in the common elements or limited common elements, or rights to their use; (ix) expansion or contraction of the project, or annexation, or withdrawal of property to or from the project (x) changes in reserves; (xi) restoration of the condominium in a manner other than as stated herein; (xii) any action to terminate the legal status of the condominium after substantial destruction or condemnation has occurred; (xiii) any other provision benefiting mortgagee holders, insurers or guarantors and (xiv) restrictions on Owners' rights to sell, lease or transfer Unit.

27. Phasing

27.01 Phase Condominium. This Condominium is a phase Condominium as provided for in Section 718.403, Florida Statutes. At Developer's sole option and discretion, additional land and Condominium Units may be added to and become part of this Condominium. Such additions may be made in 20 phases. For the sake of clarity, these phases shall be referred to as "Phase 6, Phase 7, Phase 8, Phase 9, Phase 28, Phase 29, Phase 32, Phase 33, Phase 34, Phase 35, Phase 36, Phase 37, Phase 38, Phase 39, Phase 40, Phase 41, Phase 42, Phase 43, Phase 44, Phase 45" of this Declaration. Subject to the Developer's rights contained in this Declaration to change and/or modify the contents of same, the following exhibits to this Declaration set forth the following items presently contemplated for said phase additions:

- Exhibit "C" - Phase 6 through Phase 9 Legal Descriptions
- Exhibit "D" - Phases 28 and 29 and Phases 32 through 45 Legal Descriptions
- Exhibit "E" - Survey and Plot Plan for Building and Improvements for Phases 6 through 9
- Exhibit "F" - Survey and Plot Plan for Building and Improvements for Phases 28 and 29 and Phases 32 through 45
- Exhibit "G" - Survey and Plot Plan for All Buildings and Improvements (All Phases)

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27.02 Numerical Sequence. The use of the terms in a numerical sequence shall not be interpreted to mean that, if added, Phase 6 will precede Phase 45 in time nor that Phase 28 will precede Phase 29 in time, etc. Developer reserves the right to determine the order of adding land and Units to this Condominium notwithstanding such numerical designations for the Phases. The Developer further reserves the right in its sole option not to add, by way of example, Phase 7, 8 or 9, add Phases 28 and 29, but not add Phases 33-37, etc. The Developer shall have the sole right and option to add or not add any such phases in its sole option that it desires, in its sole discretion, notwithstanding any numerical designation given to said Phases.

27.03 Non-Material Changes. The Developer reserves the right to make non-material changes in the legal descriptions of all Phases and thereby, if done, make and effect non-material changes to the overall size and perimeter boundaries of such lands. In addition, the Developer reserves the right to modify the plot plans for the Phases shown on Exhibits "E", "F" and "G" as to Unit or Building types to the following extent: Size of Building and Dwellings; location and configuration of Building; elevations of lands and Buildings; design of Building and Dwellings; configuration of Dwellings within Building; building materials; height of Buildings; number of Dwellings; number of Dwellings per Building; and number of Buildings; location of easements; changes in parking and landscape areas; price of Units; number of bathrooms and bedrooms in Dwellings.

27.04 Time Period. The time period within which Developer shall have the right (but not the obligation) to add any of the phases to this Condominium and comply with the requirements of Florida Statutes 718.403 to cause such additions shall not be more than seven (7) years from the date of recording of this Declaration.

27.05 Maximum and Minimum. As to any Phase, the minimum number of Units is two, and the maximum number of Units is two.

27.06 Size of Dwellings. The general size of any Dwelling which may be located in any phase shall not be less than 1,356 square feet (minimum), nor more than 1,500 square feet (maximum).

27.07 Addition of Phases. In the event the Developer elects to add Units to this Condominium in accordance with the provisions for such contained in this Declaration, then Developer shall, in each incidence, reallocate each Unit's undivided share, proportion or percentage of ownership in the Common Elements of the Condominium and each Unit's corresponding manner of sharing Common Expenses and owning Common Surplus. The basis for allocating the undivided share, proportion or percentage of ownership of Units and phases being added and reallocating the undivided share, proportion or percentage of ownership of Units, then part of the Condominium shall be consistent with the initial basis for allocation among the Units according to the following formula: Each Unit's undivided share, proportion or percentage of ownership in the Common Elements of the Condominium and each Unit's corresponding manner of sharing Common Expenses and owning Common Surplus shall be that share equal to one Unit divided by the total number of Units in the Condominium.

27.08 All Unit Owners of Units which may be added to this Condominium shall be entitled to share in the use of all common areas, recreation areas and other facilities (including all personal property associated therewith) originally established or used by the Condominium described in Exhibit "G" hereto, pursuant to and in accordance with this Declaration and the easements granted by Lake Place, a Condominium to the Unit Owners, their guests,

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invitees, and tenants of Lake Place II, a Condominium. Such common areas, recreational areas, common areas and facilities (and personal property associated therewith) shall constitute a part of the Common Elements of the Condominium for purposes of shared expenses and for use by all Unit Owners. No additional recreational areas or facilities shall be added to the Condominium upon the adding of the phases to the Condominium.

27.09 Membership Vote. At all times, whether or not any of the phases are added to the Condominium, a Unit Owner shall be entitled to one membership vote in the Association as provided by Section 15, Subsection 15.9 of this Declaration.

27.10 No Time Share Estates. No time share estate shall be created with respect to any phase or Unit added to the Condominium.

27.11 Impact of Phasing. The general scheme of phasing the Condominium is to first submit the land described in Exhibit "A" hereto to Condominium ownership and thereafter submit as additions thereto each individual phase as part and parcel of the Condominium to be governed by the same Condominium Association. It is not anticipated that adding any of the phases to the Condominium will have significant impact on any Unit Owner's right except as set forth in this Declaration. Adding extra Units to the Condominium will reduce the percentage of Common Elements attributable to each previously-created unit in accordance with the formula set forth in Section 27.07 of this Declaration, but will not otherwise affect the voting rights of any Unit Owner as a member of the Association except to the extent that as more Units are added to the Condominium, the relative weight of each Unit Owner's vote shall be reduced proportionately by the number of Units added. Consequently, a Unit Owner shall continue to have one vote (i.e., one vote per Unit) in the Association, however, the total number of Units entitled to be cast will increase by the number of Units and phases which are added to the Condominium. As Units are added to the Condominium, each Unit Owner's share of Common Expenses will be adjusted to coincide with that Unit Owner's revised percentage share of ownership in the Common Elements; the impact expected therefrom is that revisions to the Common Element ownership of existing units in the Condominium should produce a reduction in actual dollar amount Common Expense for such existing Units, however, the significance, extent and degree of such reduction is not known.

27.12 Notwithstanding anything in this Declaration to the contrary, no amendment adding a phase of units to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association, any mortgagee of Units or by any other party other than Developer and any mortgagee of a mortgage or other security interest made and given by Developer.

28. Covenant Running With the Land. All provisions of this Declaration, the Articles, Bylaws 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 property declared condominium hereunder 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 and subsequent owner(s) of the Condominium Property or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of a Unit shall be subject to and shall comply with the provisions

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of this Declaration and such Articles, Bylaws 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, Bylaws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

29. Additional Provisions.

29.1 Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by certified mail (return receipt requested) or registered mail to the Association in care of 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 a Unit 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 five (5) business days after proper mailing, whichever shall first occur.

29.2 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 legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

29.3 Mortgagees. Anything herein to the contrary notwithstanding, 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.

29.4 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

29.5 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.

29.6 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.

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29.7 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.

29.8 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.

29.9 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 Bylaws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

29.10 Execution of Documents; Attorney-in-Fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Community as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

29.11 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 no genders.

29.12 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.

29.13 Access of Developer to Building and Unit. For as long as Developer remains liable to any Unit Owner, or the Condominium Association, under any warranty, whether statutory, express or implied, for act or omission of Developer in the development, sale and marketing of the Condominium, or any Unit therein, then Developer and its agents shall have the right, in Developer's sole discretion, and from time to time, to enter the Condominium or any Unit for the purpose of inspecting, testing and surveying same, to determine the need for repairs, improvements or replacements, so as to permit Developer to fulfill its obligations under such warranties. Failure of the Condominium Association or of a Unit Owner to grant such access shall result in the appropriate warranty being nullified and of no further force or effect.

30. Mandatory Nonbinding Arbitration of Disputes.

- (a) Prior to the institution of court litigation, the parties to a dispute, as "dispute" is defined in Florida Statutes Section 718.1225, as amended from time to time, shall petition the State of Florida, Department of Business Regulation, Division of Florida Land Sales and Condominiums (the "Division") for nonbinding arbitration. Arbitration

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shall be conducted according to rules promulgated by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitations.

- (b) At the request of any party to the arbitration, such arbitrator shall issue subpoenas for the attendance of witnesses and the production of books, records, documents, and other evidence and any party on whose behalf a subpoena is issued may apply to the court for orders compelling such attendance and production. Subpoenas shall be served and shall be enforceable in the manner provided by law.
- (c) The arbitration decision shall be presented to the parties in writing. An arbitration decision shall be final if a complaint for a trial de novo is not filed in a court of competent jurisdiction in which the condominium is located within 30 days. The right to file for a trial de novo entitles the parties to file a complaint in the appropriate trial court for a judicial resolution of the dispute. The prevailing party may be awarded reasonable attorney's fees, the costs of the arbitration, or both, in an amount determined in the discretion of the arbitrator.
- (d) The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, court costs, and other reasonable costs, including attorney's fees, investigation expenses, and expenses for expert or other testimony or evidence incurred after the arbitration hearing if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees.
- (e) The decision of an arbitrator shall be final; however, such a decision shall not be deemed final agency action. Nothing in this provision shall be construed to foreclose parties from proceeding in a trial de novo. If such judicial proceedings are initiated, the final decision of the arbitrator shall be admissible in evidence.
- (f) Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the condominium is located. A petition may not be granted unless the time for appeal by filing of a complaint for trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorney's fees and costs incurred in enforcing the arbitration award.

THIS IS NOT A OFF. REC. 7212PG1421

CERTIFIED COPY

IN WITNESS WHEREOF, the Developer has caused this Declaration to be executed this 6 day of DECEMBER, 1993.

Signed, sealed and delivered in the presence of:

Kathleen H. Farnham
Signature of Witness
KATHLEEN H. FARNHAM
Printed Name of Witness

LAKE PLACE, INC.,
a Florida corporation

By: Frederick A. Geiger
Frederick A. Geiger,
President

Jerry Gottlieb
Signature of Witness
JERRY GOTTLIEB
Printed Name of Witness

STATE OF FLORIDA)
 PINELLAS) SS.
COUNTY OF ~~HILLSBOROUGH~~)

The foregoing instrument was acknowledged before me this 6 day of DECEMBER, 1993, by Frederick A. Geiger, President of LAKE PLACE, INC., a Florida corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.

Jerry Gottlieb
Signature of person taking acknowledgment
JERRY GOTTLIEB
Name typed, printed or stamped
NOTARY PUBLIC
Title or rank



JERRY GOTTLIEB
MY COMMISSION EXPIRES
July 21, 1995

Serial number, if any

My commission expires:

THIS IS NOT A CERTIFIED COPY

OFF. REC. 7212 PG 1422

The Association hereby agrees to this Declaration and does by these presence accept all of the benefits and duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and the exhibits attached hereto.

IN WITNESS WHEREOF, the Association has caused this Declaration to be executed this 6 day of DECEMBER, 1993.

Martin Gottlieb
Signature of Witness
MARTIN GOTTLIEB
Printed Name of Witness
Maria E. Carballo
Signature of Witness
MARIA E. CARBALLO
Printed Name of Witness

Lake Place Condominium
Association, Inc.,
a Florida corporation
not-for-profit
By: Manny Valle
MANNY VALLE, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 6 day of DECEMBER, 1993, by MANNY VALLE, President of Lake Place Condominium Association, Inc., a Florida corporation not-for-profit, on behalf of the corporation. He is personally known to me ~~or who has produced~~ as identification and did take an oath.

Tamara W. Thornton
Notary Public Signature
TAMARA W. THORNTON
Printed Name of Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: OCT. 24, 1994.
BONDED THRU NOTARY PUBLIC UNDERWRITERS

This instrument was prepared by:

Gottlieb & Gottlieb, P.A.

Attorneys and Counselors at Law

2475 Enterprise Rd., Suite 100

Clearwater, Florida 34623

OFF. REC. 7212PG1423

RETURN TO

CERTIFIED COPY

**CONSENT OF MORTGAGEE
TO DECLARATION OF
LAKE PLACE II, A CONDOMINIUM**

This Consent (hereinafter "Consent") is made and executed this 6 day of DECEMBER, 1993 by Gottlieb & Gottlieb, P.A., Trustee (hereinafter referred to as "Mortgagee").

W I T N E S S E T H:

WHEREAS, Mortgagee is the owner and holder of a mortgage and other instruments ("Security Instruments") encumbering the real property described in Exhibit "A" of the Declaration of Lake Place II, A Condominium (the "Declaration") to which this Consent is attached, and

WHEREAS, Mortgagee has agreed to consent to the Declaration and to subordinate its interests in the Security Instruments to the use rights of the individual unit owners,

NOW THEREFORE, Mortgagee agrees as follows:

1. Mortgagee hereby consents to the Declaration in accordance with the requirements of Florida Statutes 718.104(3) and hereby agrees in accordance with Florida Statutes 718.104(4)(m), that the use rights of each owner at Lake Place II, a Condominium will not be terminated as long as the unit owners have not been evicted because of a default under the Security Instruments, and the use rights of any holder of a mortgage secured by a unit who has acquired title to a unit may not be terminated.

2. Anything herein to the contrary notwithstanding, this Consent shall not be deemed, in any way, to obligate Mortgagee to assume or perform any of the obligations of the developer, as developer, under the Declaration.

IN WITNESS WHEREOF, Mortgagee has caused this instrument to be executed by its duly authorized officer(s) on the dates set forth below.

Signed, sealed and delivered
in the presence of:

Kathleen H. Farnham

Witness signature

KATHLEEN H. FARNHAM

Witness print name

Cathy Herman

Witness signature

CATHY HERMAN

Witness print name

GOTTLIEB + GOTTLIEB, P.A.

By: JERRY GOTTLIEB
Its: PRESIDENT

THIS IS NOT A

OFF. REC. 7212PG1424

CERTIFIED COPY

STATE OF FLORIDA)

SS.

COUNTY OF Pinellas)

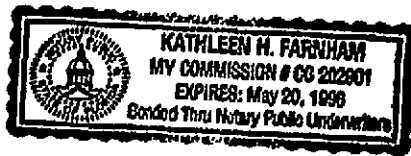
The foregoing instrument was acknowledged before me this 6 day of DECEMBER, 1993, by JERRY GOTTlieb, as PRESIDENT of Gottlieb-Gottlieb, P.A., a Prof. Assoc. corporation, and he is personally known to me or has produced as identification and did (did not) take an oath.

Kathleen H. Farnham
Signature of Notary Public

KATHLEEN H. FARNHAM

Printed Name of Notary Public

My commission expires:



THIS IS NOT A
EXHIBIT "A"

DESCRIPTION: PHASE 30

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 26 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, 66.65 feet; thence South 89°49'29" West, 56.68 feet to the POINT OF BEGINNING.

Containing 0.086 acres more or less.

ALSO KNOWN AS

LOTS 59 & 60, PHASE 30, LAKE PLACE A CONDOMINIUM, as recorded in Condominium Book 8, Page 34 of the Public Records of Hillsborough County, Florida.

DESCRIPTION: PHASE 31

Situated in and being a part of the Northwest 1/4 of the Southeast 1/4 of Section 24, Township 26 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" West, 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.

ALSO KNOWN AS

LOTS 61 & 62, PHASE 31, LAKE PLACE A CONDOMINIUM, as recorded in Condominium Book 8, Page 34 of the Public Records of Hillsborough County, Florida.

THIS IS NOT A

EXHIBIT "B"

OFF. REC. 7212PG1426

Legal Description of Unit 30A:

A portion of LOT 60, PHASE 30, LAKE PLACE A CONDOMINIUM, as recorded in Condominium Book 8, Page 34 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said LOT 60; thence N.00°10'31"W., 12.8 feet along the Easterly boundary line of said LOT 60 to the POINT OF BEGINNING; thence N.89°49'29"W., 11.1 feet; thence N.00°10'31"W., 9.3 feet; thence S.89°49'29"W., 7.0 feet; thence N.00°10'31"W., 31.4 feet; thence N.89°49'29"E., 17.6 feet to said Easterly boundary line of LOT 60; thence S.00°10'31"E., 40.7 feet along said Easterly boundary line to the POINT OF BEGINNING.

Containing 671.57 square feet more or less.

Legal Description of Unit 30B:

A portion of LOT 59, PHASE 30, LAKE PLACE A CONDOMINIUM, as recorded in Condominium Book 8, Page 34 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said LOT 59; thence N.00°10'31"W., 12.8 feet along the Westerly boundary line of said LOT 59 to the POINT OF BEGINNING; thence continue N.00°10'31"W., 40.7 feet along said Westerly boundary line; thence N.89°49'29"E., 17.6 feet; thence S.00°10'31"E., 31.4 feet; thence S.89°49'29"W., 7.0 feet; thence S.00°10'31"E., 9.3 feet; thence S.89°49'29"W., 11.1 feet to the POINT OF BEGINNING.

Containing 671.57 square feet more or less.

Legal Description of Unit 31A:

A portion of LOT 62, PHASE 31, LAKE PLACE A CONDOMINIUM, as recorded in Condominium Book 8, Page 34 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of said LOT 62; thence N.00°10'31"W., 14.4 feet along the Easterly boundary line of said LOT 62 to the POINT OF BEGINNING; thence N.89°49'29"W., 11.3 feet; thence N.00°10'31"W., 9.3 feet; thence S.89°49'29"W., 7.0 feet; thence N.00°10'31"W., 31.6 feet; thence N.89°49'29"E., 17.6 feet to said Easterly boundary line of LOT 62; thence S.00°10'31"E., 40.9 feet along said Easterly boundary line to the POINT OF BEGINNING.

Containing 671.57 square feet more or less.

Legal Description of Unit 31B:

A portion of LOT 61, PHASE 31, LAKE PLACE A CONDOMINIUM, as recorded in Condominium Book 8, Page 34 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

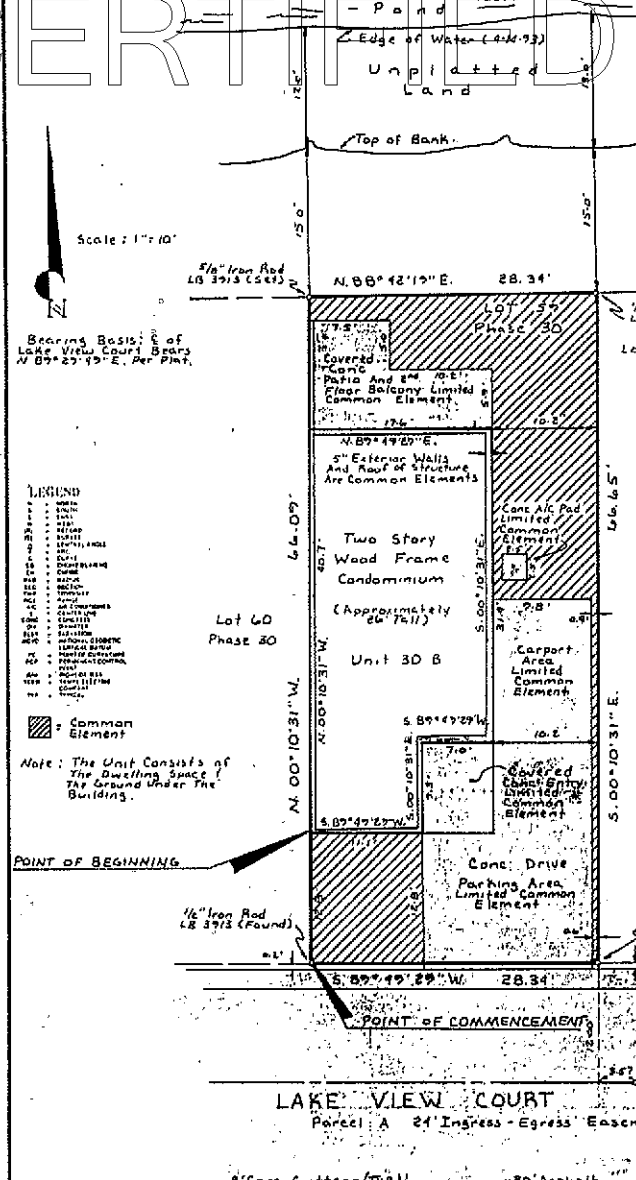
COMMENCE at the Southwest corner of said LOT 61; thence N.00°10'31"W., 14.4 feet along the Westerly boundary line of said LOT 61 to the POINT OF BEGINNING; thence continue N.00°10'31"W., 40.9 feet along said Westerly boundary line; thence N.89°49'29"E., 17.6 feet; thence S.00°10'31"E., 31.6 feet; thence S.89°49'29"W., 7.0 feet; thence S.00°10'31"E., 9.3 feet; thence S.89°49'29"W., 11.3 feet to the POINT OF BEGINNING.

Containing 671.57 feet more or less.

BOUNDARY SURVEY
LAKE PLACE II A CONDOMINIUM PLOT PLAN

THIS IS NOT A CERTIFIED COPY

DESCRIPTION: LOT 59, PHASE 30, LAKE PLACE A CONDOMINIUM, as recorded in Condominium Book 8, Page 34 of the Public Records of Hillsborough County, Florida.
The property described herein is located in ZONE X per Flood Insurance Rate Map Community-Panel No. 17-012-0195 D (dated 8/31/92).



OFF. REC. 721211427

DESCRIPTION: (UNIT 30B)
A portion of LOT 59, PHASE 30, LAKE PLACE A CONDOMINIUM, as recorded in Condominium Book 8, Page 34 of the Public Records of Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of said LOT 59; thence N.00°10'31"W., 12.8 feet along the Westerly boundary line of said LOT 59 to the POINT OF BEGINNING; thence continue N.00°10'31"W., 40.7 feet along said Westerly boundary line; thence N.89°49'29"E., 17.6 feet; thence S.00°10'31"E., 31.4 feet; thence S.89°49'29"W., 7.0 feet; thence S.00°10'31"E., 9.3 feet; thence S.89°49'29"W., 11.1 feet to the POINT OF BEGINNING.

Containing 671.57 square feet more or less.

- LEGEND
- WATER
- PAVED DRIVE
- CONCRETE DRIVE
- PAVED DRIVE
- CONCRETE DRIVE
- PAVED DRIVE
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- CONCRETE DRIVE
- PAVED DRIVE
- CONCRETE DRIVE

Note: The Unit Consists of The Dwelling Space (The Ground Under The Building).

THE CONDOMINIUM UNIT SHOWN HEREON IS SUBSTANTIALLY COMPLETE.

LAKE VIEW COURT
Parcel A 2' Ingress - Egress Easement

2' Conc Gutter (Typ) 20' Asphalt

This Survey Prepared For: Fred Geiger; Becker & Poliakoff, P.A.

REVISIONS				
Description	Date	Drawn	Checked	Order No
Revised Unit And				
Added Description	10-13-93	CJA	FL	933565

SURVEYORS CERTIFICATE
The survey represented herein conforms to the requirements of Chapter 21H11-6, Florida Administrative Code.

DAVID L. HURLEY
FLORIDA REGISTERED LAND SURVEYOR NO. 3628

THIS SURVEY NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYORS SEAL.

LANDMARK
ENGINEERING & SURVEYING CORPORATION
1911 U.S. HWY 301 N., BLDG. 200
TAMPA, FLORIDA 33619
(813) 621-7841

Sec. _____ Twp. _____ Rge. _____

EXHIBIT "C"

THIS IS NOT A

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 $0^{\circ}10'31''$ East, 793.97 feet; thence departing the said Westerly line North $89^{\circ}54'13''$ East, 57.00 feet to the POINT OF BEGINNING; thence South $89^{\circ}54'13''$ East, 73.08 feet; thence South $02^{\circ}16'46''$ East, 56.71 feet; thence North $89^{\circ}54'13''$ 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 $0^{\circ}12'27''$, an arc length of 0.68 feet; the chord for which bears North $0^{\circ}16'38''$ West a chord distance of 0.68 feet to the point of tangency of the said curve; thence North $0^{\circ}10'31''$ 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 $0^{\circ}10'31''$ East, 907.28 feet; thence departing the said Westerly line South $89^{\circ}54'13''$ East, 63.50 feet to the POINT OF BEGINNING; thence North $08^{\circ}42'22''$ 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 $08^{\circ}19'31''$, an arc length of 27.32 feet, the chord for which bears North $04^{\circ}32'37''$ West, a chord distance of 27.29 feet; thence departing said arc South $89^{\circ}54'13''$ East, 75.16 feet; thence South $02^{\circ}16'46''$ East, 56.70 feet; thence North $89^{\circ}54'13''$ 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 $0^{\circ}10'31''$ East, 907.28 feet; thence departing the said Westerly line North $89^{\circ}49'29''$ East, 63.50 feet to the POINT OF BEGINNING; thence South $89^{\circ}54'13''$ East, 70.74 feet; thence South $02^{\circ}16'46''$ East, 56.68 feet; thence North $89^{\circ}54'13''$ 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 $08^{\circ}17'23''$, an arc length of 30.81 feet, the chord for which bears North $04^{\circ}33'41''$ West, a chord distance of 30.78 feet to the point of tangency of the said curve; thence North $08^{\circ}42'22''$ West, 26.26 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: 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, 963.91 feet; thence departing the said Westerly line South $89^{\circ}54'13''$ East, 69.76 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 $89^{\circ}54'13''$ East, 66.57 feet; thence South $02^{\circ}16'46''$ East, 55.94 feet; thence South $72^{\circ}22'55''$ West, 82.00 feet; thence North $08^{\circ}21'19''$ 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 $08^{\circ}46'18''$, an arc length of 32.60 feet, the chord for which bears North $03^{\circ}58'10''$ East, a chord distance of 32.57 feet to the POINT OF BEGINNING, containing 0.111 acres more or less.

THIS IS NOT A

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, 79.00 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 90°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, 56.68 feet; thence South 0°10'31" East, 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 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.

THIS IS NOT A

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°32'00" East, a chord distance of 44.22 feet to the POINT OF BEGINNING, containing 0.081 acres more or less.

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 7°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 feet 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°20'09" 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.

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LEGAL DESCRIPTION: PHASE 39

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, 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 also being the POINT OF BEGINNING; thence departing said curve South 0°10'31" East, 68.43 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 31.44 feet, the chord for which bears North 83°43'30" East, a chord distance of 31.43 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 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, 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, 213.01 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 0.118 acres more or less.

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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 $0^{\circ}10'31''$ East, 317.87 feet; thence departing said Westerly line North $89^{\circ}57'13''$ 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 $51^{\circ}29'05''$ West, 52.01 feet; thence North $43^{\circ}12'18''$ West, 54.97 feet; thence North $15^{\circ}44'18''$ East, 41.92 feet; thence North $89^{\circ}51'13''$ 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 $100^{\circ}41'47''$, an arc length of 56.24 feet, the chord for which bears South $11^{\circ}49'59''$ West a chord distance of 49.28 feet to the POINT OF BEGINNING, containing 0.104 acres more or less.

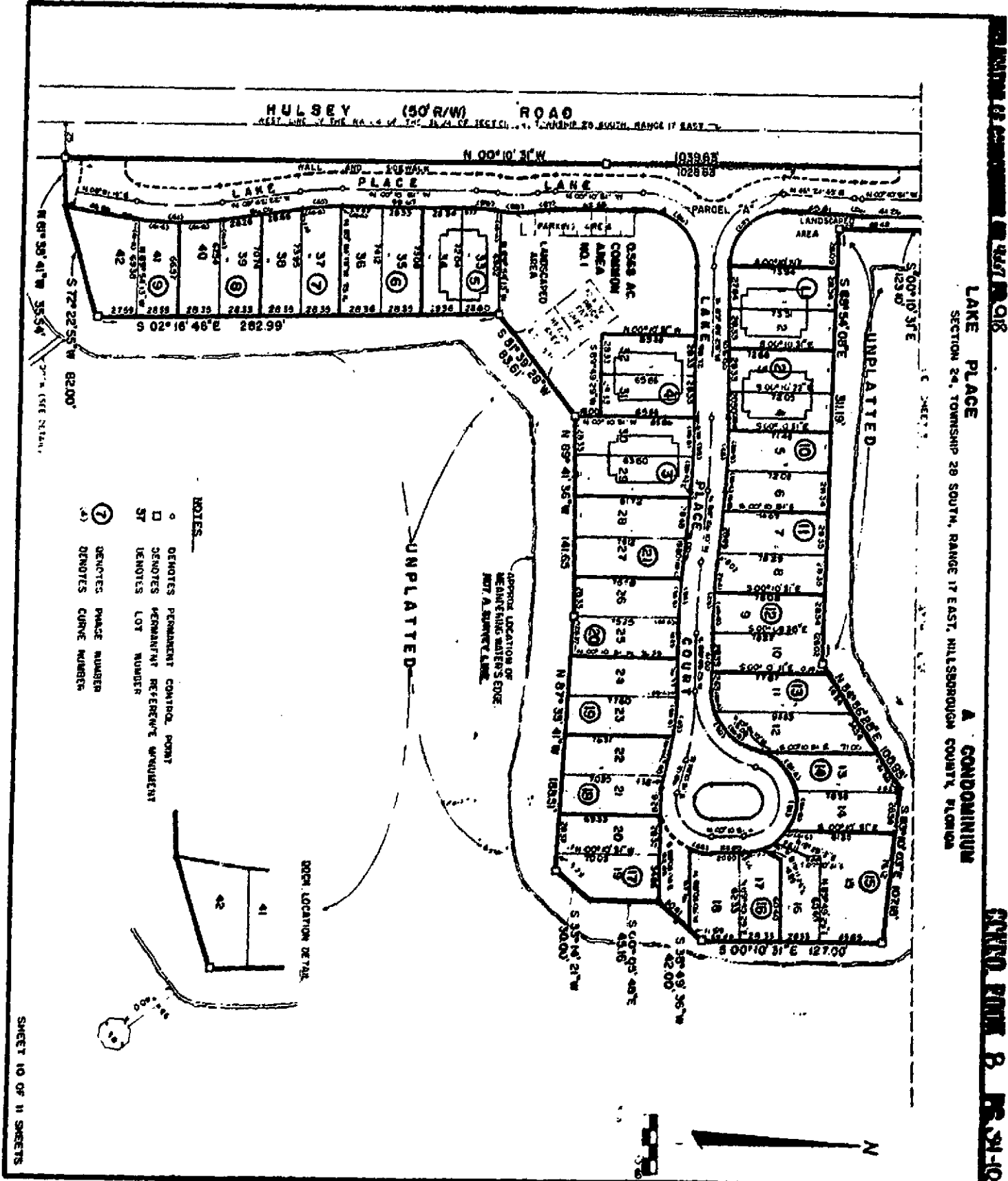
LEGAL DESCRIPTION: PHASE 45

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 $0^{\circ}10'31''$ East, 317.87 feet; thence departing the said Westerly line North $89^{\circ}51'13''$ 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 $141^{\circ}37'52''$, an arc length of 79.11 feet, the chord for which bears North $70^{\circ}40'09''$ East, a chord distance of 60.45 feet to the end of the said curve; thence North $89^{\circ}51'13''$ 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 $0^{\circ}08'47''$ East, 92.31 feet; thence departing said Easterly line South $89^{\circ}51'13''$ West, 63.29 feet; thence North $43^{\circ}12'18''$ West, 54.97 feet; thence North $51^{\circ}29'05''$ East, 51.01 feet to the POINT OF BEGINNING, containing 0.128 acres more or less.

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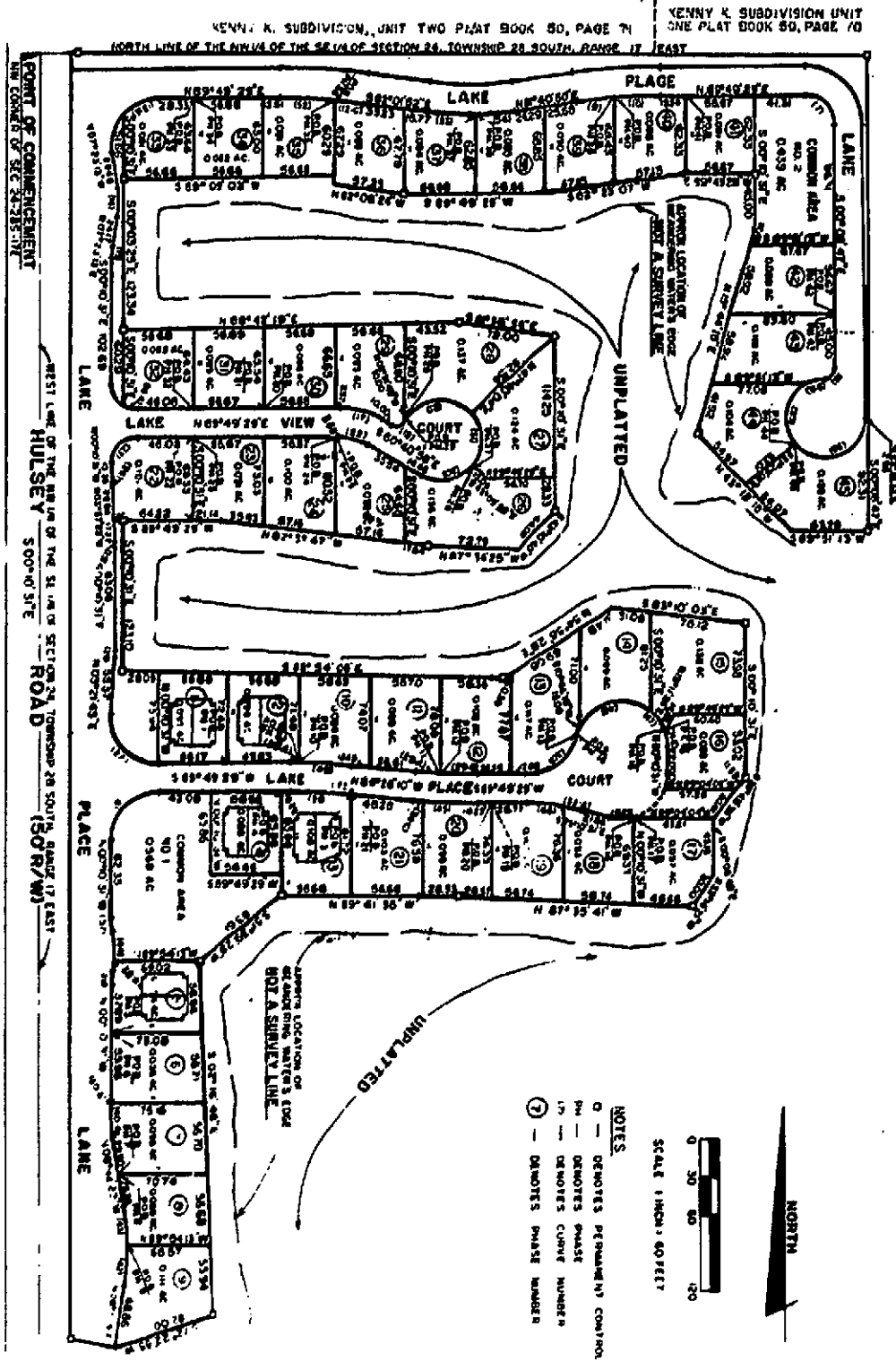


**SURVEY AND PLOT PLAN FOR
 PHASES 5, 6, 7, 8 AND 9**
EXHIBIT 'E'

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11/10/88
Kenny K. Subdivision
Unit Two Plat Book 80, Page 74
Kenny K. Subdivision
Unit One Plat Book 80, Page 70
Surveyed by
C. L. M. G.



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

PLAT BOOK 80, PAGE 70

PLAT BOOK 80, PAGE 74

SURVEY AND PLOT PLAN FOR ALL PHASES
EXHIBIT 'G'

OFF. 7212PG1442
REC.

THIS IS NOT A
EXHIBIT "H"
UNDIVIDED FRACTIONAL SHARE IN
COMMON ELEMENTS AND COMMON SURPLUS
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<u>Unit No.</u>	<u>% Interest</u>
30A	1/4
30B	1/4
31A	1/4
31B	1/4
	—
Total	100%

12/2/93
32129EXH.H

THIS IS NOT A
EXHIBIT "1"
AMENDED AND RESTATED
BY-LAWS OF
LAKE PLACE CONDOMINIUM ASSOCIATION, INC.
A corporation not for profit organized
under the laws of the State of Florida

1. Identity. These are the By-Laws of Lake Place Condominium Association, Inc. (the "Association"), a corporation not for profit incorporated under the laws of the State of Florida, and organized for the purpose of administering LAKE PLACE, A CONDOMINIUM and LAKE PLACE II, A CONDOMINIUM, as they respectively are and shall be located in Hillsborough County, Florida, (hereinafter referred to as "LAKE PLACE" and "LAKE PLACE II" respectively, or collectively as "The Condominiums").
 - 1.1 Fiscal Year. The fiscal year of the Association shall be the calendar year. The Board of Directors is expressly authorized to change from a calendar year basis to that of a fiscal year basis whenever deemed expedient and for the best interests for the Association.
 - 1.2 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.
2. Definitions. For convenience, these By-Laws shall be referred to as the "By-Laws" and the Articles of Incorporation of the Association as the "Articles." The other terms used in these By-Laws shall have the same definition and meaning as those set forth in the Declarations for the Condominiums, unless herein provided to the contrary, or unless the context otherwise requires.
3. Members.
 - 3.1 Annual Meeting. The annual members' meeting shall be held on the date, at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, in no event, no later than fifteen (15) months after the last preceding annual meeting. The purpose of the meeting shall be, except as provided herein to the contrary, to elect directors and to transact any other business authorized to be transacted by the members, or as stated in the notice of the meeting sent to Unit Owners in advance thereof.
 - 3.2 Special Meetings. Special members' meeting shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary upon receipt of a written request from a majority of the members of the Association. The business conducted at a special meeting shall be limited to that stated in the notice of the meeting. Special meetings may also

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be called by Unit Owners in the manner provided for in the Act, including, but not limited to, the following: (i) a special meeting of the Unit Owners for purposes of recalling a member or members of the Board of Directors, in accordance with Section 718.112(2)(k), may be called by ten percent (10%) of the voting interests giving notice of the meeting as required for a meeting of unit owners, and (ii) such special meeting as provided for in Article 9 of these Bylaws.

- 3.3 Notice of Meeting; Waiver of Notice. Notice of a meeting of members, specifically incorporating an identification of agenda items, stating the time and place and the purpose(s) for which the meeting is called, shall be given by the President or Secretary. A copy of the notice shall be posted at a conspicuous place on the Condominium Property of the Condominiums at least 14 continuous days preceding the annual meeting. The notice of the annual meeting shall be sent by mail to each Unit Owner, unless the Unit Owner waives in writing the right to receive notice of the annual meeting by mail. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting and mailing of the notice shall be effected not less than fourteen (14) days, nor more than sixty (60) days, prior to the date of the meeting. Proof of posting shall be given by affidavit, and proof of mailing of the notice shall be given by affidavit or the retention of a post office certificate of mailing.

Notice of specific meetings may be waived before or after the meeting and the attendance of any member (or person authorized to vote for such member) shall constitute such member's waiver of notice of such meeting, except when his (or his authorized representative's) attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered in accordance with this Section and Section 718.112(2)(d) of the Act, to each Unit Owner at the address last furnished to the Association. No other proof of notice of a meeting shall be required.

Any unit owner may tape record or videotape meetings of the members and may speak at such meetings with reference to all designated agenda items, subject, however, to Board rules.

- 3.4 Quorum. A quorum at members' meetings shall be attained by the presence, either in person or by proxy, of persons entitled to cast in excess of 33-1/3% of the votes of the "Units".

3.5 Voting.

- (a) Number of Votes. In any meeting of members, or in any action taken under Paragraph 3.10 hereof, the owners of units in the Condominiums shall be entitled to cast one vote for each Unit owned. The vote of a Unit shall not be divisible.

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- (b) Majority Vote. The acts approved by a majority of the votes present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Unit Owners for all purposes, except where otherwise provided by law, the Declaration, the Articles or these By-Laws. As used in these By-Laws, the Articles or the Declaration, the terms "majority of the Unit Owners" and "majority of the members" shall mean a majority of the members themselves and shall further mean more than 50% of the then total authorized votes present in person or by proxy and voting at any meeting of the Unit Owners at which a quorum shall have been attained. Similarly, if some greater percentage of members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the votes of members and not of the members themselves.
- (c) Voting Member. If a Unit is owned by one person, the right to vote shall be established by the roster of members. If a Unit is owned by a corporation, partnership or trust, the person entitled to cast the vote for the Unit shall be designated by a Certificate signed by an appropriate officer, general partner or trustee, as applicable and filed with the Secretary of Association. Such Certificates shall be valid until revoked or suspended by a subsequent Certificate. If more than one of the joint owners are present at a meeting, and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at the meeting. Likewise, if multiple owners of units designate separate proxies, and cannot resolve the matter among themselves, that unit shall lose its right to vote. If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote.
- d. Provided, however, that where votes are to be taken which relate solely to the operation of either of the Condominiums individually, such as amendment of the respective Declarations or voting to waive reserves or financial reporting requirements, membership shall be treated as having two classes, with one class attributable to each of the Condominiums. As noted in Article 4.1 of the By-Laws, the membership of each condominium shall elect and have the right to recall members of the Board elected from their own condominium.

3.6 Proxies. Votes may be cast in person or by limited proxy. A proxy may be made by any person entitled to vote, but shall only be valid for the specific meeting for which originally given and any lawfully adjourned meetings thereof. All proxies must be filed with the Secretary before the appointed time of each meeting and such proxy shall be valid only for the particular meeting designated in the proxy and any lawfully adjourned meeting thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the person executing it. A proxy must be in writing, signed by the person authorized to cast the vote for the Unit (as above described), name the person(s) voting by proxy and the person authorized to vote for such person(s). Each proxy shall contain the

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date, time and place of the meeting for which it is given and, shall set forth the matters on which the proxy holder may vote and the manner in which the vote is to be cast. Holders of proxies need not be Unit owners. No proxy, limited or general, shall be used in the election of Board members, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise.

Except as specifically otherwise provided, unit owners may not vote by general proxy, but may vote by limited proxies in the form adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. Limited proxies and general proxies may be used to establish a quorum. Limited proxies must be used for votes taken to waive or reduce reserves; for votes taken to waive financial reporting requirements; for votes taken to amend the Condominium Documents; and any other matter for which Chapter 718 requires or permits a vote of the unit owners. No proxy, limited or general, may be used in the election of Board members. General Proxies may be used for other matters for which limited proxies are not required, and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given.

- 3.7 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting. Except as required above, proxies given for the adjourned meeting shall be valid for the newly scheduled meeting unless revoked for reasons other than the new date of the meeting.
- 3.8 Order of Business. If a quorum has been attained, the order of business at annual members' meetings, and, if applicable, at other members' meetings, shall be:
- (a) Appointment of inspectors of election;
 - (b) Election of Directors;
 - (c) Call to order by President;
 - (d) Appointment by the President of a chairman of the meeting (who need not be a member or a director);
 - (e) Proof of notice of the meeting or waiver of notice;
 - (f) Reading of minutes;
 - (g) Reports of officers;
 - (h) Reports of committees;
 - (i) Unfinished business;
 - (j) New business;
 - (k) Adjournment.

Such order may be waived in whole or in part by direction of the chairman.

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3.9 Minutes of Meeting. The minutes of all meetings of Unit Owners shall be kept in a book available for inspection by Unit Owners or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven years.

3.10 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of members at which a quorum of members (or authorized persons) entitled to vote thereon were present and voted. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership.

(a) The affairs of the Association shall be governed by a Board of not less than five (5) nor more than nine (9) directors, to be chosen as follows: five (5) directors who are members owning units in Lake Place shall constitute the Board of Directors as of the effective date of these By-Laws. Upon submission of two (2) units to condominium ownership in Lake Place II, one (1) director representing the Developer of Lake Place II shall be seated on the Board. Upon the submission of ten (10) units to condominium ownership in Lake Place II, one (1) additional director shall be seated on the Board, such person to be a unit owner in Lake Place II designated by the Developer. Upon the submission of twenty-five (25) units to condominium ownership in Lake Place II, one (1) additional director shall be seated on the Board, such person to be a unit owner in Lake Place II designated by the Developer. Upon the submission of forty (40) units to condominium ownership in Lake Place II, one (1) additional director shall be seated on the Board, such person to be a unit owner in Lake Place II designated by the Developer.

(b) Except for the first director designated by the Developer, which the Developer shall be entitled to retain as long as it is developing units at Lake Place II, all directors designated by the Developer shall only serve until the next annual meeting of the Association, at which time that position will be filled by an owner in Lake Place II elected by a majority of those owners from Lake Place II who participate in the election.

(c) At any time after the membership of the Board has reached eight (8) or more members, the size of the Board may be reduced if a majority of all members of the Association vote to reduce the Board to either five (5) or seven (7) members. If the Board is reduced to five (5) members, three (3) will be from Lake Place I and two (2) from Lake Place II. If the membership of

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the Board is set at seven (7) members, four (4) will be from Lake Place I and three (3) from Lake Place II.

4.2 Election of Directors. The election of Directors shall be conducted in the following manner:

- (a) Election of Directors shall be held at the annual members' meeting, except as provided herein to the contrary.
- (b) Not less than sixty (60) days before a scheduled election (regular elections coincide with the annual meeting), the Association shall mail or deliver, whether by separate mailing or delivery, in another Association mailing or delivery, including regularly published newsletters, to each Unit Owner entitled to vote, a first notice of the date of the election. Any Unit Owner desiring to be a candidate for the Board shall give written notice to the Secretary of the Association not less than forty (40) days before a scheduled election. Not less than thirty (30) days before the election meeting, the Association shall mail or deliver a second notice of the meeting to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon the request of a candidate, the Association shall include, with the mailing of the ballot, an information sheet no larger than 8 1/2 x 11 inches furnished by the candidate, with the cost of mailing and copying to be borne by the Association.
- (c) The election shall be by written ballot or voting machine and by a plurality of the votes cast, each person voting being entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no quorum requirement or minimum number of votes necessary for election of the Board of Directors.
- (d) A voting machine may also be used by those attending the meeting in person, and a unit owner who needs assistance in voting due to blindness, disability or inability to read or write may obtain assistance but no unit owner shall permit another person to cast his ballot and any such ballots improperly cast shall be deemed invalid.
- (e) There shall be no quorum requirement or minimum number of votes necessary for election of directors and elections shall be decided by a plurality of those votes cast. However, at least 20% of the eligible voters must cast a ballot in order for the election to be valid.

4.3 Vacancies and Removal.

- (a) Except as to vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining Directors.
- (b) Any Director elected by the members may be removed by concurrence of a majority of the votes of the members at a special meeting of members called for that purpose or by written agreement signed by a majority of the owners of all Units. The vacancy in the Board of Directors so created shall be

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filled by the members at the same meeting, or by the Board of Directors, in the case of removal by a written agreement unless said agreement also designates a new Director to take the place of the one removed. The conveyance of all Units owned by a Director in the Condominium shall constitute the resignation of such Director.

(c) In any action to fill vacancies or remove directors, if a Director from Lake Place II is removed or a vacancy is created for such a position, the replacement Director shall also be from Lake Place II. The same shall apply to the replacement of vacant positions previously occupied by a Director from Lake Place I. This is intended to preserve the same ratio of directors provided for in Section 4.1 of these Bylaws. For clarification, all members of the Association can vote to remove or recall a Director, but any vacancies shall only be filled by a person from the same condominium as the person who previously occupied the vacant position.

(d) If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these By-Laws, any Owner may apply to the Circuit Court within whose jurisdiction the Condominiums lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a conspicuous place on the Condominium Property of the Condominiums, a notice describing the intended action and giving the Association an opportunity to fill the vacancy(ies) in accordance with these By-Laws. If, during such time, the Association fails to fill the vacancy(ies), the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancy(ies) on the Board sufficient to constitute a quorum in accordance with these By-Laws.

4.4 Term. Except as provided herein to the contrary, the term of each Director's service shall extend until the next annual meeting of the members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.

4.5 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held within ten (10) days of their election or appointment at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and no further notice to the Board of the organizational meeting shall be necessary; provided, however, in the event the organizational meeting shall follow the annual meeting in which the Directors were newly elected or appointed, the notice of the annual meeting shall serve as notice of the organizational meeting if said notice properly provided for the organizational meeting to be held at that time.

4.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings which specifically incorporates an identification of agenda items shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Unit Owners and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance for the attention of the members of the Association, except in the event of an emergency, and Unit Owners shall have a reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owner statements. Unit Owners may tape record or videotape meetings of the Board. Directors may not vote by proxy or secret ballot at Board meetings. A vote or abstention for each Director present shall be recorded in the Minutes.

A Director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless that Director votes against such action or abstains from voting in respect thereto, because of an asserted conflict of interest.

- 4.7 Special Meetings.** Special meetings of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Unit Owners who shall be permitted to participate as permitted by the Condominium Act.
- 4.8 Waiver of Notice.** Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called, shall be deemed equivalent to the due receipt by said Director of notice.
- 4.9 Quorum.** A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these By-Laws.

Meetings of the Board of Directors, and any committee thereof, at which a quorum of the members of that committee are present, shall be open to all unit owners, to the extent required by Florida law. The right to attend such meetings includes the right to speak with reference to all designated agenda items provided however, the Association may adopt reasonable rules governing the frequency, duration and manner of unit owner statements. Unit owners shall have the right to tape record or videotape the meetings of the

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Board of Administration, subject to reasonable rules adopted by the Association, and the Division of Florida Land Sales, Condominiums and Mobile Homes.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted.

4.11 Joinder in Meeting by Approval of Minutes. The joinder of a Director in the action of a meeting by signing and concurring in the minutes of that meeting shall constitute the approval of that Director of the business conducted at the meeting, but such joinder shall not allow the applicable Director to be counted as being present for purposes of quorum.

4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside).

4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings shall be:

- (a) Election of Chairman;
- (b) Roll Call
- (c) Proof of due notice of meeting;
- (d) Reading and disposal of any unapproved minutes;
- (e) Reports of officers and committees;
- (f) Election of Inspectors of Election;
- (g) Election of officers;
- (h) Unfinished business;
- (i) New Business;
- (j) Adjournment.

Such order may be waived in whole or in part by direction of the presiding officer.

4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.15 Executive Committee; Other Committees. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive

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Committee shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraphs (f), (g), (h), (n) and (o) of Section 5 below.

The Board may by resolution also create other committees and appoint persons to such committees and vest in such committees such powers and responsibilities as the Board shall deem advisable. Such other committees shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that such other committees shall not have power (a) to determine the Common Expenses required for the affairs of the Condominium, (b) to determine the Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, (c) to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or (d) to exercise any of the powers set forth in paragraphs (f), (g), (h), (n) and (o) of Section 5 below.

Meetings of any committee of the Board at which a quorum of the members of that committee are present shall be open to all owners, to the extent required by Florida law. Written notice, which notice shall specifically incorporate an identification of agenda items, of all committee meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency.

5. Powers and Duties. The Board of Directors shall have the powers and duties granted to it by law, the Declaration, the Act, the Articles, and these By-Laws necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these By-Laws may not be delegated to the Board of Directors by the Unit Owners. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

- (a) Operating and maintaining the Common Elements.
- (b) Determining the expenses required for the operation of the Condominiums and the Association.
- (c) Employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements of the condominiums.
- (d) Adopting and amending rules and regulations concerning the details of the operation and use of the Units and the Condominium Property of the condominiums, subject to a right of the Unit Owners to overrule the Board as provided in Section 13 hereof.
- (e) Maintaining bank accounts on behalf of the Association and designating the signatory or signatories required therefor.

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(f) Purchasing, leasing or otherwise acquiring Units or other property in the name of the Association, or its designee.

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(g) Purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee.

- (h) Selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee.
- (i) Organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property.
- (j) Obtaining and reviewing insurance for the Condominiums and Condominium Property of the condominiums.
- (k) Making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declarations after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise.
- (l) Enforcing obligations of the Unit Owners, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominiums.
- (m) Levying fines against appropriate Unit Owners for violations of the Declaration, By-laws or the rules and regulations established by the Association to govern the conduct of such Unit Owners. No fine shall exceed the highest amount permitted under the Act (as it may be amended from time to time) nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the affected Unit Owner and, if applicable, his tenant, licensee or invitee. No fine shall become a lien upon a Unit, unless permitted by the Act (as it may be amended from time to time).
- (n) Purchasing or leasing Units for use by resident superintendents and other similar persons.
- (o) Borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on and/or security interests in Association owned property; provided, however, that the consent of the Owners of at least two-thirds (2/3) of the Units represented at a meeting at which a quorum has been attained in accordance with the provisions of these By-Laws shall be required for the borrowing of any sum which would cause the total outstanding indebtedness of the Association to exceed \$10,000.00. If any sum borrowed by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph (o) is not repaid by the Association, a Unit Owner who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all of the Unit Owners in the Common Elements shall be

THIS CERTIFICATE is entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Unit Owner's Unit; provided always, however, the Association shall take no action authorized in this paragraph which would affect owners in Lake Place II without the prior written consent of the Developer of Lake Place II, as long as the Developer is still in the process of developing and selling units in Lake Place II.

- (p) Contracting for the management and maintenance of the Condominiums and Condominium Property and authorizing a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair, and replacement of the Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (q) At its discretion, authorizing Unit Owners or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use (to the extent permitted by the Act).
- (r) Exercising (i) all powers specifically set forth in the Declarations, the Articles, these By-Laws and in the Act, (ii) all powers incidental thereto, and (iii) all other powers of a Florida corporation not for profit.
- (s) Imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law from time to time in any one case.
- (t) Contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

6. Officers.

6.1 Executive Officers. The executive officers of the Association shall be a President, a Vice-President, a Treasurer and a Secretary (none of whom need be Directors or Unit Owners), all of whom shall be elected by the Board of Directors (which may create and fill other offices as provided herein) and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the Board shall deem necessary or appropriate to manage the affairs of the Association.

- 6.2 President.** The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.
- 6.3 Vice-President.** The Vice-President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.
- 6.4 Secretary.** The Secretary shall keep the minutes of all proceedings of the Directors and the members. He shall attend to the giving of all notices to the members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.
- 6.5 Treasurer.** The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer's report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors.
- 6.6 Other.** The Board of Directors may create additional offices from time to time and appoint persons to fill such offices, subject to removal at the discretion of the Board.
- 7. Compensation.** Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.
- 8. Resignations.** Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Units owned by any Director or officer shall constitute a written resignation of such Director or officer.
- 9. Fiscal Management.** The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

9.1 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a separate budget for each of the Condominiums (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504(20) of the Act, if applicable), determine the amount of Assessments payable by the Unit Owners to meet the expenses of such Condominiums and allocate and assess such expenses among the Unit Owners in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include, for each of the condominiums, reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon the estimated life and the estimated replacement cost of each reserve item. Reserves shall not be required if the members of units within either of the Condominiums have, by majority vote of the members representing the respective condominiums, voted at a duly called meeting of members for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. If a meeting of Unit Owners has been called to determine to provide no reserves or reserves less adequate than required, and such result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect. Reserve funds and any interest accruing thereon shall remain in the reserve account for authorized reserve expenditures, unless their use for other purposes is approved in advance by a vote of the majority of the voting interest(s) in the affected condominium present at a duly called meeting of the Association.

The adoption of a budget for the Condominiums shall comply with the requirements hereinafter set forth:

- (i) Notice of Meeting.** A copy of the proposed budget of Common Expenses shall be mailed to each Unit Owner in the affected condominium(s), not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Unit Owners, and the Unit Owners shall have a reasonable right to participate. The Board may adopt reasonable rules governing the frequency, duration and manner of Unit Owners statements.
- (ii) Special Membership Meeting.** If a budget is adopted by the Board of Directors which requires Assessments against such Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding year, as hereinafter defined, upon written application of ten percent (10%) of the Unit Owners, a special meeting of the Unit Owners shall be held within thirty (30)

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days of delivery of such application to the Board of Directors. Each Unit Owner shall be given at least ten (10) days' notice of said meeting. At the special meeting, Unit Owners shall consider and adopt a budget. The adoption of said budget shall require a vote of Owners of not less than 50% of all the Units (including Units owned by the Developer). If a meeting of the Unit Owners has been called as aforesaid and a quorum is not obtained or a substitute budget has not been adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled.

(iii) Determination of Budget Amount. In determining whether a budget requires Assessments against Unit Owners in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominiums or the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominiums and the Condominium Property.

(b) Adoption by Membership. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of subsection 9.1(a) above, the Board of Directors may call a special meeting of Unit Owners for the purpose of considering and adopting such budget, which meeting shall be called and held in the manner provided for such special meetings in said subsection, or propose a budget in writing to the members, and if such budget is adopted by the members, upon ratification by a majority of the Board of Directors, it shall become the budget for such year.

9.2 Assessments. Assessments against Unit Owners for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly (or quarterly) installments on such Assessments shall be due upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of subsection 9.1 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (or quarterly) installment to be paid on the first day of the month

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- (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.
- 9.3 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days' notice is given to the Unit Owners concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.
- 9.4 Late Assessments. Assessments not paid within ten (10) days from the date due may bear interest from the date when due until paid at the then highest rate allowed by law. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a late charge against the defaulting Unit Owner, in such amount as the Board may determine from time to time; provided, however, such late charge shall not exceed the maximum amount allowed under the Act (as it may be amended from time to time).
- 9.5 Depository. The depository of the Association shall be such bank or banks or financial institutions in the State federally regulated and shall be designated from time to time by the Directors. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association from Assessments or contributions to working capital or otherwise shall be maintained separately in the Association's name. No manager or business entity required to be licensed or registered under F.S. 468.432, and no agent, employee, officer, or director of the Association shall commingle Association funds with his, her or its or another Association or entity's funds.
- 9.6 Acceleration of Installments Upon Default. If a Unit Owner shall be in default in the payment of an installment upon his Assessments, the Board of Directors or its agent may accelerate the Assessments due for the remainder of the budget year upon notice to the Unit Owner and the filing of the claim of lien, and the then unpaid balance of the Assessments for the balance of the accelerated period shall be due upon the date stated in the notice, but not less than five (5) days after delivery of the notice to the Unit Owner, or not less than ten (10) days after the mailing of such notice to him by certified mail, whichever shall first occur.
- 9.7 Enforcement of Assessments. In the event an assessment is not paid within ten (10) days of the date same shall be due and payable, the Association, through the Board of Directors, may proceed to enforce and collect said assessments from the delinquent Unit Owner in any manner provided for by the Condominium Act, the Declarations of Condominium and these Bylaws. Each Unit Owner shall be individually responsible for the payment of assessments against his Unit and for the payment of reasonable attorneys' fees and costs incurred by the Association in the collection of sums due and enforcement of any lien held by the Association.

9.8 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors for all persons handling or responsible for Association funds in such amount as shall be determined by a majority of the Board. The premiums on such bonds shall be paid by the Association as a Common Expense.

9.9 Accounting Records and Reports. The Association shall maintain accounting records on the premises, in the offices of an authorized representative within Hillsborough County, or in the offices within a radius of fifty (50) miles of the premises if said office is in a County other than Hillsborough County, according to accounting practices normally used by similar associations. The records shall be open to inspection by Unit Owners or their authorized representatives at reasonable times and written summaries of them shall be supplied at least annually. The records shall include, but not be limited to, (a) a record of all receipts and expenditures, and (b) an account for each Unit designating the name and current mailing address of the Unit Owner, the amount of Assessments, the dates and amounts in which the Assessments come due, the amount paid upon the account and the dates so paid, and the balance due. Written summaries of the records described in clause (a) above, in the form and manner specified below, shall be supplied to each Unit Owner annually.

Not later than April 1 of the year following the end of a fiscal year, the Board shall mail, or furnish by personal delivery, to each Unit Owner a complete financial report of actual receipts and expenditures for the previous twelve (12) months (*i.e.*, the last completed fiscal year). The report shall show the amount of receipts by accounts and receipt classifications and shall show the amount of expenses by accounts and expense classifications, including, if applicable, but not limited to, the following:

- a. Cost for security;
- b. Professional and management fees and expenses;
- c. Taxes;
- d. Cost for recreation facilities;
- e. Expenses for refuse collection and utility services;
- f. Expense for lawn care;
- g. Cost for building maintenance and repair;
- h. Insurance costs;
- i. Administrative and salary expenses; and
- j. General reserves, maintenance reserves and depreciation reserves.

9.10 Application of Payment. All payments made by a Unit Owner shall be applied as provided in these By-Laws and in the Declarations or as otherwise determined by the Board.

9.11 Notice of Meetings. Notice of any meeting where Assessments against Unit Owners are to be considered for any reason shall specifically contain a statement

that Assessments will be considered and the nature of any such Assessments. Written notice of such meetings of the Board shall be mailed or delivered to each owner at least fourteen (14) days prior to the meeting and posted in a conspicuous place on the condominium property, except in the case of an emergency, as determined by the Board.

10. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed and closing statement or other document showing his ownership and mailing address. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein as provided above. Only Unit Owners of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Owners shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.
11. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declarations, the Articles or these By-Laws.
12. Amendments. Except as expressly provided to the contrary by the Florida Statutes or the Declaration, these By-Laws may be amended in the following manner:
- 12.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.
- 12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. To the extent permitted by Florida law, 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. The approval must be:
- (a) by not less than a majority of the votes of those members of the Association who are present or represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or
- (b) by not less than 66% of the votes of those members of the Association who are present or represented at a meeting at which a quorum has been attained.
- 12.3 Proviso. No amendment may be adopted, including any rule or regulation under paragraph 13, which would eliminate, modify, prejudice, abridge or otherwise adversely affect any special rights, benefits, privileges or priorities granted or reserved herein to the Developer of Lake Place II without the consent of said Developer. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment can be adopted which changes the representation on the Board of Directors or the voting rights of the members without a seventy-five (75%) percent vote of all members in each of the two separate condominiums.

- 12.4 Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment to an exhibit of the Declarations, which certificate shall be executed by the President or Vice-President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County with an identification on the first page of the amendment of the Official Records Book and Page of said Public Records where the Declaration is recorded.
- 13. Rules and Regulations.** The Board of Directors may, from time to time, adopt, modify, amend or add to rules and regulations governing the condominiums. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Unit Owner not less than ten (10) days prior to the effective date thereof.
- 14. Construction.** 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 genders.
- 15. Captions.** The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these By-Laws or the intent of any provision hereof.
- 16. Official Records.** From the inception of the Association, the Association shall maintain a copy of each of the following, where applicable, which shall constitute the official records of the Association:
- (a) The plans, permits, warranties, and other items provided by the Developer pursuant to Section 718.301(4) of the Act;
 - (b) A photocopy of the recorded Declaration of Condominium and all amendments thereto;
 - (c) A photocopy of the recorded By-Laws of the Association and all amendments thereto;
 - (d) A certified copy of the Articles of Incorporation of the Association or other documents creating the Association and all amendments thereto;
 - (e) A copy of the current Rules and Regulations of the Association;
 - (f) A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than 7 years.
 - (g) A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and if known, telephone numbers;
 - (h) All current insurance policies of the Association and the Condominium;
 - (i) A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit Owners have an obligation or responsibility;

(j) Bills of sale or transfer for all property owned by the Association;

(k) Accounting records for the Association and the accounting records for the Condominium, according to good accounting practices. All accounting records shall be maintained for a period of not less than 7 years. The accounting records shall include, but not be limited to:

1. Accurate, itemized, and detailed records for all receipts and expenditures.
 2. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each Assessment, the amount paid upon the account, and the balance due.
 3. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
 4. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of 1 year;
- (l) Ballots, sign-in sheets, voting proxies and all other papers relating to elections, which shall be maintained for a period of one (1) year from the date of the meeting to which the document relates;**
- (m) All rental records where the Association is acting as agent for the rental of Units.**

The official records of the Association shall be maintained in the County or at such other place as may be permitted by the Act (as it may be amended from time to time).

The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times. Inspection may only take place at the building in which the records are located and said records shall not be removed from said location except as permitted by the Board in a particular case. Failure to permit inspection of the Association records as provided for in the Condominium Act as amended from time to time entitles any person prevailing in an enforcement action to be recover reasonable attorneys' fees from the person in control of the records who, directly or indirectly, knowingly denies access to the records for inspection. The right to inspect the records includes the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

17. Mandatory Nonbinding Arbitration of Disputes.

Prior to the institution of court litigation, and only to the extent required by Section 718.1255 of the Florida Statutes (1991) as it may be amended from time to time, the parties to a dispute shall petition the Division of Florida Land Sales for nonbinding arbitration. Arbitration shall be conducted according to rules promulgated by the division. The filing of a petition for arbitration shall toll the applicable statute of limitations. The Board may adopt rules consistent with Chapter 718 to enforce this provision.

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The foregoing was adopted as the Amended and Restated By-Laws of Lake Place Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, on the 15th day of June, 1993, pursuant to a proper vote at a meeting.

CERTIFIED COPY

WITNESSES:

LAKE PLACE CONDOMINIUM
ASSOCIATION, INC.

[Signature]
T. B. PARSONS

Printed Name

[Signature]
WAYNE J. YATES

Printed Name

[Signature]
MANNY VALLE, PRESIDENT

[Signature]
BEN HUEGEL, SECRETARY

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15th day of June, 1993, by Manny Valle and Ben Huegel as President and Secretary of Lake Place Condominium Association, Inc., respectively, pursuant to proper authority.

[Signature]
Notary Public,
State of Florida at Large

Michael J. Brudny
Printed Name of Notary

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 8, 1993
BONDED THRU GENERAL INS. UND.

THIS IS NOT A
State of Florida
CERTIFICATE COPY



Department of State

I certify from the records of this office that LAKE PLACE CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 24, 1985.

The document number of this corporation is N1 1727.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1993, that its most recent annual report was filed on March 30, 1993, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Eleventh day of October, 1993



CR2E022 (2-91)

Jim Smith

Jim Smith
Secretary of State

THIS IS NOT A
AMENDED AND RESTATED
ARTICLES OF INCORPORATION
 FOR
LAKE PLACE CONDOMINIUM ASSOCIATION, INC.
 CERTIFIED COPY

In accordance with Sections 617.1002 and 617.1007 Florida Statutes, the membership and board of Directors of Lake Place Condominium Association, Inc., have hereby adopted the following as Amended and Restated Articles of Incorporation. The membership adopted the amendments to the Articles of Incorporation on June 15, 1993, and the number of votes cast for the amendment was sufficient for approval.

ARTICLE 1

NAME

The name of the corporation shall be LAKE PLACE CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Association," these Articles of Incorporation as the "Articles," and the By-Laws of the Association as the "By-Laws."

ARTICLE 2

PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act as it exists on the date hereof (the "Act") for the operation of those certain condominiums located in Hillsborough County, Florida, and known as LAKE PLACE, A CONDOMINIUM and LAKE PLACE II, A CONDOMINIUM, (hereinafter referred to in the singular as "Lake Place" and "Lake Place II", respectively, or collectively as the "Condominiums").

ARTICLE 3

DEFINITIONS

The terms used in these Articles shall have the same definitions and meaning as those set forth in the Declaration of the Condominium to be recorded in the Public Records of Hillsborough County, Florida, unless herein provided to the contrary, or unless the context otherwise requires.

ARTICLE 4

POWERS

The powers of the Association shall include and be governed by the following:

- 4.1 General. The Association shall have all of the common-law and statutory powers of a corporation not for profit and a corporation for profit under the Laws of Florida that are not in conflict with the provisions of these Articles, the Declarations of Condominium of the Condominiums, the By-Laws or the Condominium Act. (Chapter 718 of the Florida Statutes, and referred to herein as "the Act".)

4.2 Enumeration. The Association shall have the powers and duties set forth in the Act, and except as limited by the Act, those powers and duties set forth in these Articles, the By-Laws and the Declarations of Condominium of the Condominiums, and all of the powers and duties reasonably necessary to operate the Condominiums pursuant to the Declarations and as more particularly described in the By-Laws, as they may be amended from time to time, including, but not limited to, the following:

- (a) To make and collect Assessments and other charges against members as Unit Owners, and to use the proceeds thereof in the exercise of its powers and duties.
- (b) To buy, own, operate, lease, sell, trade and mortgage both real and personal property.
- (c) To maintain, repair, replace, reconstruct, add to and operate the Condominium Property of the Condominiums, and other property acquired or leased by the Association.
- (d) To purchase insurance upon the Condominium Property of the Condominiums and insurance for the protection of the Association, its officers, directors and Unit Owners.
- (e) To make and amend reasonable rules and regulations for the maintenance, conservation and use of the Units and the Condominium Property of the Condominiums and for the health, comfort, safety and welfare of the Unit Owners.
- (f) To approve or disapprove the leasing, transfer, ownership and possession of Units as may be provided by the Declarations.
- (g) To enforce by legal means the provisions of the Act, the Declarations, these Articles, the By-Laws, and the rules and regulations for the use of the Condominium Property.
- (h) To contract for the management and maintenance of the Condominium Property.
- (i) To employ personnel to perform the services required for the proper operation of the Condominiums.

4.3 Condominium Property. All funds and the title to all properties acquired by the Association and their proceeds shall be held for the benefit and use of the members in accordance with the provisions of the Declarations, these Articles and the By-Laws.

4.4 Distribution of Income; Dissolution. The Association shall make no distribution of income to its members, directors or officers, and upon dissolution, all assets of the Association shall be transferred only to another non-profit corporation or a public agency or as otherwise authorized by the Florida not for Profit Corporation Statute.

4.5 Limitation. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions hereof and of the Declarations, the By-Laws

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and the Act, provided that in the event of conflict, the
provisions of the Act shall control over those of the
Declarations and By-Laws.
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ARTICLE 5
MEMBERS

- 5.1 Membership. The members of this Association shall consist of all of the record title holders of LAKE PLACE, A CONDOMINIUM and LAKE PLACE II, A CONDOMINIUM. After termination of the Condominium(s) the membership shall also consist of those members at the time of such termination and their successors and assigns.
- 5.2 Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held.
- 5.3 Voting. On all matters upon which the membership shall be entitled to vote, there shall be only one vote for each Unit, which vote shall be exercised or cast in the manner provided by the Declarations and By-Laws. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.
- 5.4 Meetings. The By-Laws shall provide for an annual meeting of members, and may make provision for regular and special meetings of members other than the annual meeting.

ARTICLE 6

TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE 7

INCORPORATOR

The name and address of the Incorporators of this Corporation were:

<u>NAME</u>	<u>ADDRESS</u>
Lester Sturtridge	4404 Hudson Lane Tampa, Florida 33624
Ronald Stewart	52 Sandpiper Tampa, Florida 33609

ARTICLE 8

OFFICERS

The affairs of the the Association shall be administered by the officers who are designated and shall be elected and serve as provided in the By-Laws. The names and addresses of the officers who are currently serving as the officers of the Corporation are as follows:

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President: Manny Valle
6926 Lake Place Court
Tampa, Florida 33634

Vice-President: Wayne Yates
6902 Lake Place Court
Tampa, Florida 33634

Secretary: Ben Heugel
6910 Lake View Court
Tampa, Florida 33634

ARTICLE 9

DIRECTORS

- 9.1 Number and Qualification. The property, business and affairs of the Association shall be managed by a board consisting of the number of directors determined in the manner provided by the By-Laws, but which shall consist of not less than five (5) directors and not more than nine (9) directors, as more fully set forth in the Bylaws.
- 9.2 Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners when such approval is specifically required.
- 9.3 Election; Removal. Directors of the Association shall be elected at the annual meeting of the members in the manner determined by and subject to the qualifications set forth in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.
- 9.4 Current Directors. The names and addresses of the current Board of Directors are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Manny Valle, President	6926 Lake Place Ct. Tampa, FL 33634
Wayne Yates	6902 Lake Place Ct. Tampa, FL 33634
Ben Heugel	6910 Lake View Ct. Tampa, FL 33634
Lori Castleman	6915 Lake Place Ct. Tampa, FL 33634
Tom Parsons	8308 Beasley Road Tampa, FL 33615

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ARTICLE 10

INDEMNIFICATION

10.1 Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding, unless (a) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith or in a manner he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (b) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith or did act in a manner which he reasonably believed to be not in, or opposed to, the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe that his conduct was unlawful.

10.2 Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 10.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

10.3 Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this Article 10.

10.4 Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any by-law, agreement, vote of members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

10.5 Insurance. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the

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Association would have the power to indemnify him against such liability under the provisions of this Article.

C 10.6 Amendment. Anything to the contrary herein notwithstanding, the provisions of this Article 10 may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE 11

BY-LAWS

The By-Laws shall be altered, amended or rescinded in the manner provided in the By-Laws.

ARTICLE 12

AMENDMENTS

Amendments to these Articles shall be proposed and adopted in the following manner:

12.1 Notice. Notice of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered and shall be otherwise given in the time and manner provided in Chapters 617 and 718, Florida Statutes. Such notice shall contain the proposed amendment or a summary of the changes to be affected thereby.

12.2 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third (1/3) of the members of the Association. To the extent permitted by law, 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. The approval must be:

(a) by not less than a majority of the votes of those members of the Association who are present or represented at a meeting at which a quorum has been attained and by not less than 66-2/3% of the entire Board of Directors; or

(b) by not less than 66% of the votes of those members of the Association who are present or represented at a meeting at which a quorum has been attained.

12.3 Limitation. No amendment may be adopted, which would eliminate, modify, prejudice, abridge or otherwise adversely affect any special rights, benefits, privileges or priorities granted or reserved herein to the Developer of Lake Place II without the consent of said Developer. No amendment shall be made that is in conflict with the Act or the Declaration. No amendment can be adopted which changes the representation of each condominium on the Board of Directors or the voting rights of members without a seventy-five (75%) percent vote of all members in each of the two separate condominiums.

12.4 Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the

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Secretary of State shall be recorded in the public
records of Hillsborough County, Florida.
CERTIFIED COPY

ARTICLE 13

REGISTERED OFFICE;
ADDRESS AND NAME OF REGISTERED AGENT

The registered office of this corporation shall be at Becker & Poliakoff, P.A., One North Dale Mabry, Suite 820, Tampa, Florida 33609, with the privilege of having its office and branch offices at other places within or without the State of Florida. The registered agent at that address shall be Michael J. Brudny. The registered office and agent may be changed as provided for by law.

IN WITNESS WHEREOF, the Board of Directors hereby certifies and affirms that these amended and restated Articles of Incorporation were adopted by the Board this 15th day of June, 1993, following a vote of the membership held June 15, 1993.

WITNESSES:

LAKE PLACE CONDOMINIUM
ASSOCIATION, INC.

T. B. Parsons
T. B. PARSONS

Printed Name

Wayne J. Yates
WAYNE J. YATES

Printed Name

Manny Valle
MANNY VALLE, PRESIDENT

Ben Huegel
BEN HUEGEL, SECRETARY

STATE OF FLORIDA)
COUNTY OF HILLSBOROUGH)

The foregoing instrument was acknowledged before me this 15th day of June, 1993, by Manny Valle and Ben Huegel as President and Secretary of Lake Place Condominium Association, Inc., pursuant to proper authority and the required vote of the membership.

Michael J. Brudny
Notary Public,
State of Florida at Large

Michael J. Brudny
Printed Name of Notary

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 8, 1993
BONDED THRU GENERAL INS. UFD.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE FOR
THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING AGENT
UPON WHOM PROCESS MAY BE SERVED

In compliance with the laws of Florida, the following is
submitted:

First -- That desiring to organize under the laws of the State
of Florida with its principal office, as indicated in the foregoing
articles of incorporation, in the unincorporated portion of the
County of Hillsborough, State of Florida, the corporation named in
the said articles has named Michael J. Brudny, located at Becker &
Poliakoff, P.A. One North Dale Mabry, Suite 820, Tampa, FL 33609,
as its statutory registered agent.

Having been named the statutory agent of said corporation at
the place designated in this certificate, I hereby accept the same
and agree to act in this capacity, and agree to comply with the
provisions of Florida law, including keeping the registered office
open at the required times.

Michael J. Brudny, for Becker & Poliakoff, P.A.
REGISTERED AGENT

DATED this 16th day of June, 1993.