

DECLARATION OF CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM made this 22d day of May 1980, by WIMBLETON DEVELOPMENT CORPORATION, a Florida corporation, hereinafter referred to as DEVELOPER, doing business for itself, its successors, grantees, and assigns.

ARTICLE I

ESTABLISHMENT OF CONDOMINIUM

DEVELOPER is the owner of the fee simple title to the property situate in Orange County, Florida, more particularly described in Exhibit No. "1" attached hereto and made a part of this Declaration, and on which property there are dwelling units and other appurtenant improvements. DEVELOPER hereby submits the above-described property and improvements to condominium ownership, and hereby declares the same to be a condominium to be known and identified as WIMBLETON PARK NO. I Condominium, hereinafter referred to as "CONDOMINIUM".

ARTICLE II

DEFINITIONS

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

- A. ASSESSMENT means a share of the fund required for the payment of Common Expenses which, from time to time, is assessed against a Unit Owner.
- B. ASSOCIATION or CONDOMINIUM ASSOCIATION means WIMBLETON PARK --ORLANDO NO., I, INC., a Florida non-profit corporation, the entity responsible for the operation of the Condominium.
- C. BOARD OF DIRECTORS means the Board of Directors of the Condominium Association.
- D. BY-LAW means the By-Laws of the Condominium Association, a copy of which is attached as Exhibit No. "2" to this Declaration of Condominium and incorporated herein by reference, as the same may be from time to time amended.
- E. COMMON ELEMENTS means those portions of the Condominium Property not included in the Units, subject to Article XV(B) herein.
- F. COMMON EXPENSES means the expenses for which the Unit Owners are liable to the Condominium Association.
- G. COMMON SURPLUS means the excess of all receipts of the Condominium Association, including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements, over the amount of Common Expenses, including reasonable reserves.
- H. CONDOMINIUM ACT means and refers to the Condominium Act of the State of Florida (Chapter 718, Florida Statutes, as amended).
- I. CONDOMINIUM DOCUMENTS means this Declaration of Condominium and the Exhibits hereto, as the same may be amended from time to time.
- J. CONDOMINIUM PARCEL means a Condominium Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

(NOTE: * The first ten pages of which are recorded in Condominium Exhibit Book 5 Page 515; Public Records, Orange County Florida.)

Return to: Edward J. F...
THIS INSTRUMENT WAS PREPARED BY
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K. CONDOMINIUM UNIT or UNIT shall mean and comprise the 202 Units which are designated and identified in Exhibit No. "1" to this Declaration of Condominium, excluding, however, all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and above the undecorated and/or unfinished inner surfaces of the ceilings of each Unit, and further excluding all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions, and further excluding all pipes, ducts, wires, conduits, and other facilities running through any interior wall or partition for the furnishing of utility services to other Units and Common Elements, and including any connecting balconies and patios.

L. DECLARATION OF CONDOMINIUM means this instrument and the Exhibits hereto as amended from time to time.

M. INSTITUTIONAL MORTGAGEE means a Bank, Savings & Loan Association, Insurance Company, or Union Pension Fund, authorized to do business in the State of Florida, an Agency of the United States Government, a mortgage investment trust, a business trust, mortgage company, or a lender generally recognized in the community as an institutional type lender.

N. OCCUPANT means the person or persons, other than the Unit Owner, in possession of a Unit.

O. SURVEY EXHIBITS means the legal description of the Land, the Surveyor's Certificate, and the survey of the Land and graphic description of the improvements in which Units are located and plot plan thereof which are attached as Exhibit No. "1" to this Declaration of Condominium and incorporated herein by reference.

P. UNIT OWNER means the owner or owners of a Condominium Unit.

Q. Unless the context otherwise requires, all of the terms in this Declaration shall be assumed to have the meaning attributed to said term by Chapter 718, Florida Statutes.

ARTICLE III

SURVEY AND DESCRIPTION OF IMPROVEMENTS

Annexed hereto and expressly made a part hereof as Exhibit "1" is a Survey of the land and graphic description and plot plan of the improvements constituting the CONDOMINIUM, identifying the UNITS, and COMMON ELEMENTS, as said terms are herein defined, and their respective locations and approximate dimensions. Each UNIT is separately and distinctly identified as designated on said Exhibit "1" and no UNIT bears the same designation as any other UNIT.

ARTICLE IV

OWNERSHIP OF UNITS AND COMMON ELEMENTS

A. Each UNIT shall be conveyed and treated as an individual property capable of independent use and fee simple ownership, and the owner or owners of each said UNIT shall own, as an appurtenance to the ownership of each said UNIT, an undivided interest in the COMMON ELEMENTS, the undivided interest appurtenant to each said UNIT being that which is hereinafter specifically assigned thereto. The percentage of undivided interest in the COMMON ELEMENTS assigned to each UNIT shall not be changed except with the unanimous consent of all of the owners of all of the UNITS.

ARTICLE V

FRACTION OF UNDIVIDED INTEREST
IN COMMON ELEMENTS APPURTENANT TO EACH UNIT

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The undivided interest in COMMON ELEMENTS appurtenant to each UNIT is that fraction indicated for each respective UNIT on Exhibit No. 3 attached hereto.

ARTICLE VI

RESTRICTION AGAINST SEPARATE CONVEYANCE
OF APPURTENANT COMMON ELEMENTS

The undivided interest in the COMMON ELEMENTS declared to be an appurtenance to a UNIT shall not be conveyed, devised, encumbered, or otherwise dealt with separately from said UNIT, and the undivided interest in COMMON ELEMENTS appurtenant to a UNIT shall be deemed conveyed, devised, encumbered, or otherwise included with the UNIT even though such parcel and/or undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such UNIT. Any instrument conveying, devising, encumbering, or otherwise dealing with any UNIT, which describes said UNIT by the UNIT designation assigned thereto in Exhibit "1" without limitation or exception, shall be deemed and construed to affect the entire UNIT and its appurtenant undivided interest in the COMMON ELEMENTS. Nothing herein contained shall be construed as limiting or preventing ownership of any UNIT and its appurtenant undivided interest in the COMMON ELEMENTS by more than one person or entity as tenants in common, joint tenants, or as tenants by the entirety.

ARTICLE VII

CONDOMINIUM SUBJECT TO RESTRICTIONS, ETC.

The UNITS and COMMON ELEMENTS are hereby declared to be subject to the restrictions, easements, conditions, and covenants prescribed and established herein, governing the use of said UNITS and COMMON ELEMENTS, and setting forth the obligations and responsibilities incident to ownership of each UNIT and undivided interest in the COMMON ELEMENTS.

ARTICLE VIII

EASEMENTS

A. The COMMON ELEMENTS shall be, and the same are hereby declared to be subject to a perpetual nonexclusive easement in favor of all of the owners of UNITS in the CONDOMINIUM for their use and the use of their immediate families, guests, and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which the same are reasonably intended, for the enjoyment of said owners of UNITS. Notwithstanding anything above provided in this ARTICLE, the ASSOCIATION, hereinafter identified, shall have the right to establish the rules and regulations pursuant to which the owners of UNITS may be entitled to use COMMON ELEMENTS.

B. In the event that any UNIT shall encroach upon any of the COMMON ELEMENTS for any reason not caused by the purposeful or negligent act of the UNIT owner or owners, or agents of such owner or owners, then an easement appurtenant to such UNIT shall exist for the continuance of such encroachment onto the COMMON ELEMENTS for so long as such encroachment shall naturally exist; and, in the event that any portion of the COMMON ELEMENTS shall encroach on any UNIT, then an easement shall exist for the continuance of such encroachment of the COMMON ELEMENTS into any UNIT for so long as such encroachment shall naturally exist.

C. The UNITS and COMMON ELEMENTS shall be and hereby are made subject to an easement for such utility services as may be desirable or necessary to adequately serve the CONDOMINIUM Property, including the right to install, lay, maintain, repair, relocate, and replace any utility lines and equipment over, under, or along the CONDOMINIUM Property; provided that such easement through a UNIT shall not be enlarged or extended beyond its extent on the date of the first conveyance of said UNIT by DEVELOPER after this Declaration of Condominium is recorded, without the consent of the UNIT Owner.

D. Each UNIT shall have an easement for structural support over every other UNIT and portion of the COMMON ELEMENTS supporting such UNIT, and each portion of the COMMON ELEMENTS shall have an easement for support over all UNITS and all portions of the COMMON ELEMENTS supporting such portion of the COMMON ELEMENTS.

E. Each UNIT shall be and hereby is made subject to an easement in favor of the ASSOCIATION for entrance to the UNIT to maintain, repair, or replace the COMMON ELEMENTS and to remedy or abate any emergency originating in or threatening any UNIT. Each UNIT owner shall deposit under the control of the ASSOCIATION a key to such UNIT. The ASSOCIATION shall not be liable for any damages occurring upon the ASSOCIATION'S forced entry into a UNIT if a key to said UNIT has not been deposited with the ASSOCIATION.

F. The easements set forth herein shall run with the land and shall be binding upon every UNIT owner and every claimant of the CONDOMINIUM Property or any portion thereof, or of any interest therein, and their respective heirs, executors, administrators, successors, and assigns.

ARTICLE IX

ADMINISTRATION BY ASSOCIATION

To provide efficiently and effectively for the administration of the CONDOMINIUM by the owners of UNITS, a nonprofit Florida Corporation, known and designated as WIMBLEDON PARK - ORLANDO NO. 1, INC., herein called "ASSOCIATION", has been organized, and said corporation shall administer the operation and management of the CONDOMINIUM, and undertake and perform all acts and duties incident thereto in accordance with the terms of its Articles of Incorporation and By-Laws. A true copy of said Articles of Incorporation and By-Laws are annexed hereto and expressly made a part hereof as EXHIBITS "4" and "2" respectively. The owner or owners of each UNIT shall automatically become a member or members of said corporation upon his, their, or its acquisition of an ownership interest in title to any UNIT, and the membership of such owner and owners shall terminate automatically upon transfer of title to such UNIT, regardless of the means by which such ownership may be divested. On all matters on which the Membership of the ASSOCIATION shall be entitled to vote, there shall be one vote for each UNIT, which vote may be cast by the owner or owners of each UNIT in such manner as shall be provided by said Articles of Incorporation and By-Laws. No person, firm, or corporation holding any lien, mortgage, or other encumbrance upon any UNIT shall be entitled, by virtue of such lien, mortgage, or other encumbrance, to Membership in said ASSOCIATION, or to any of the rights or privileges of such Membership. In the administration of the operation and management of the CONDOMINIUM, said ASSOCIATION shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, levy and collect assessments in the manner hereinafter provided, and to adopt, promulgate, and enforce such reasonable rules and regulations governing the use of the UNITS and COMMON ELEMENTS as the Board of Directors of said ASSOCIATION may deem to be in the best interests of the ASSOCIATION and the CONDOMINIUM.

RESIDENTIAL USE RESTRICTIONS

Each UNIT is hereby restricted to residential use by the owner or owners thereof, their immediate families, guests, and invitees. No owner or owners of any UNIT shall permit the use of the same for transient hotel or commercial purposes. Corporate Members other than DEVELOPER shall only permit the use of a UNIT owned by it, by its principal officers or directors, or other guests, provided, however, that such Corporate Member shall sign and deliver to ASSOCIATION a written statement designating the name of the party or parties entitled to use such UNIT in favor of the ASSOCIATION, whereby such party or parties agree to comply with the terms and provisions of this Declaration of Condominium, and to indemnify and hold the ASSOCIATION harmless from and against all claims, damages, losses, and expenses, including reasonable attorney's fees, which may be asserted against or incurred by the ASSOCIATION in connection with such use, and that the party or parties' right to use such UNIT shall exist only so long as the Corporation shall continue to be a Member of ASSOCIATION. Upon demand by ASSOCIATION to any Corporate Member to remove such party given permission to use a UNIT owned by such Corporate Member, for failure of such user to comply with terms and provisions of the Declaration of Condominium and/or of the rules and regulations of the ASSOCIATION or for any other reason, the Corporate Member shall forthwith cause such user to be removed, failing which, the ASSOCIATION, as agent of the owner, may take such action as it may deem appropriate to accomplish the removal of such user, and all such action by the ASSOCIATION shall be at the cost and expense of the owner who shall reimburse ASSOCIATION therefor upon demand, together with such attorney's fees as the ASSOCIATION may have incurred in the premises. The provisions of this ARTICLE do not apply to DEVELOPER who is hereby expressly exempted from same.

ARTICLE XI

USE OF COMMON ELEMENTS SUBJECT TO
RULES AND REGULATIONS

The use of COMMON ELEMENTS by the owner or owners of all UNITS, and other other parties authorized to use the same, shall be at all times subject to such reasonable rules and regulations as may be prescribed and established governing such use, or which may be hereafter prescribed and established by the ASSOCIATION.

ARTICLE XII

THE CONDOMINIUM TO BE USED FOR LAWFUL
PURPOSES; RESTRICTION AGAINST NUISANCES, ETC.

No immoral, improper, offensive, or unlawful use shall be made of any UNIT or of the COMMON ELEMENTS, nor any part thereof, and all laws, zoning ordinances, and regulations of all governmental authorities having jurisdiction of the CONDOMINIUM shall be observed. No owner of any UNIT shall permit or suffer anything to be done or kept in his UNIT, or on the COMMON ELEMENTS, which will increase the rate of insurance on the CONDOMINIUM, or which will obstruct or interfere with the rights of other occupants of the building or annoy them by unreasonable noises, nor shall any such owner undertake any use or practice which shall create and constitute a nuisance to any other owner of a UNIT, or which interferes with the peaceful possession and proper use of any other UNIT or the COMMON ELEMENTS.

ARTICLE XIII

LIMITATIONS UPON RIGHT OF OWNERS
TO ALTER OR MODIFY UNITS

No owner of a UNIT shall permit there to be made any structural modifications or alterations in such UNIT without first obtaining

the written consent of the ASSOCIATION, which consent of ASSOCIATION may be withheld in the event that a majority of the Board of Directors of said ASSOCIATION shall determine, in their sole discretion, that such structural modifications or alterations would adversely affect or in any manner endanger the CONDOMINIUM. If the modification or alteration desired by the owner of any UNIT involves the removal of any permanent interior partition, ASSOCIATION shall have the right to permit such removal so long as the permanent interior partition to be removed is not a load bearing partition, and so long as the removal thereof would in no manner affect or interfere with the provision of utility services constituting COMMON ELEMENTS located thereon. No owner shall cause any improvements or changes to be made on the exterior of the CONDOMINIUM, including painting or other decoration, or installation of electrical wiring, television antenna, machines, or air conditioning units, or other structures or appliances, which may protrude through the walls or roof of the CONDOMINIUM, or in any manner change the appearance of any portion of the exterior of the walls of such UNIT, without the written consent of ASSOCIATION being first had and obtained. No structure, improvement, or appliance may be stored or kept on any balcony or patio without written consent of ASSOCIATION being first had and obtained, except plants and movable patio furniture.

ARTICLE XIV

RIGHT OF ASSOCIATION TO ALTER AND IMPROVE PROPERTY AND ASSESSMENTS THEREFOR

ASSOCIATION shall have the right to make or cause to be made alterations or improvements to the COMMON ELEMENTS which do not prejudice the rights of the owner of any UNIT in the use and enjoyment of his UNIT, unless such owner's written consent has been obtained; provided the making of such alterations and improvements are approved by the Board of Directors of said ASSOCIATION, and the cost of such alterations or improvements shall be assessed as common expense to be assessed and collected from all of the owners of UNITS. However, where any alterations and improvements are exclusively or substantially for the benefit of the owner or owners of a UNIT or UNITS requesting the same, then the cost of such alterations or improvements shall be assessed against and collected solely from the owner or owners of the UNIT or UNITS exclusively or substantially benefited, the assessment to be levied in such proportion as may be determined by the Board of Directors.

ARTICLE XV

MAINTENANCE AND REPAIR BY UNIT OWNERS

A. Every owner must perform promptly all maintenance and repair work within his UNIT which, if omitted, would affect CONDOMINIUM UNITS belonging to other owners, being expressly responsible for the damages and liability which his failure to do so may engender. The owners of each UNIT shall be liable and responsible for the maintenance, repair, and replacement, as the case may be, of all air conditioning and heating equipment, stoves, refrigerators, fans, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage, and sanitary service to his UNIT and which may now or hereafter be situated in his UNIT. Such owner shall be responsible and liable for maintenance, repair, and replacement of any and all wall, ceiling, and floor exterior surfaces, painting, decorating, and furnishings, and all other accessories which such owner may desire to place or maintain in his UNIT.

B. Those portions of the air conditioning and exhaust systems of the UNITS which are located upon the roofs of the buildings shall be Limited Common Elements, and each UNIT owner shall be responsible for the maintenance, replacement, and repair of the air conditioning and exhaust systems which service his UNIT. Notwithstanding the foregoing, the exterior surfaces of the air conditioning and exhaust systems located on the roofs of the buildings are Common Elements to be maintained by the ASSOCIATION.

C. Whenever the maintenance, repair, and replacement of any items for which the owner of a UNIT is obligated to maintain, replace, or repair at his own expense is occasioned by any loss or damage which may be covered by any insurance maintained in force by ASSOCIATION, the proceeds of the insurance received by ASSOCIATION, or the Insurance Trustee hereafter designated, shall be used for the purpose of making such maintenance, repair, or replacement, except that the owner of such UNIT shall be, in said instance, required to pay such portion of the costs of such maintenance, repair, and replacement as shall, by reason of the applicability of any deductibility provision of such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair, or replacement. The floor and interior walls of any balconies or terraces attached to any UNIT shall be maintained by the owners thereof at their own expense. Although windows, sliding glass doors, and plate glass installations, as the case may be, are part of the COMMON ELEMENTS, ordinary maintenance and repair on sliding glass doors, and plate glass, shall be performed by each UNIT owner at his own cost and expense. Repair or replacement of window, sliding glass door, or plate glass installations occasioned by reason of damage covered by insurance maintained by ASSOCIATION shall be paid for as provided in the next succeeding ARTICLE. Where loss or damage to drywall beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and ceilings, of any UNIT, and to any utility lines leading from a UNIT to a point of common connection with any such lines which also serve other UNITS and COMMON ELEMENTS, is caused by the fault or negligence of the owner of any UNIT, the cost of the repair and replacement thereof shall be the responsibility and liability of such owner, although such owner shall have the benefit of any insurance proceeds to be applied toward the cost of repair and replacement where applicable. The last mentioned repair and replacement may be performed by the ASSOCIATION, at its election. Where under this ARTICLE XV any maintenance, repair, or replacement is performed by the ASSOCIATION and the owner of any UNIT is liable for payment therefor, the ASSOCIATION shall have the right to make, levy, and collect a special assessment against the owner of such UNIT and such owner's UNIT.

ARTICLE XVI

MAINTENANCE AND REPAIR OF COMMON ELEMENTS BY ASSOCIATION

ASSOCIATION, at its expense, shall be responsible for the maintenance, repair, and replacement of COMMON ELEMENTS, including those portions thereof which contribute to the support of the buildings, and all conduits, ducts, plumbing, wiring, and other facilities located in the COMMON ELEMENTS for the furnishing of utility services to the UNITS and said COMMON ELEMENTS, and should any incidental damage be caused to any UNIT by virtue of any work which may be done or caused to be done by ASSOCIATION in the maintenance, repair, or replacement of any COMMON ELEMENTS, the said ASSOCIATION shall, at its expense, repair such incidental damage. Whenever repair or replacement of windows, sliding glass doors, plate glass installations, or screening is necessitated by any casualty covered by insurance carried by ASSOCIATION, the cost and expense of such repair or replacement up to the amount of its said insurance recovery shall be paid by ASSOCIATION, with any additional cost and expense to be paid by each UNIT owner; otherwise the repair and replacement of all such installations shall be performed by each UNIT owner for his UNIT at his cost and expense.

ARTICLE XVII

PERSONAL LIABILITY AND RISK OF LOSS OF UNIT OWNERS, SEPARATE INSURANCE COVERAGE, ETC.

The owner of each UNIT may, at his own expense, obtain insurance coverage for loss of or damage to any furniture, furnishings,

personal effects, and other personal property belonging to such owner, and may, at his own expense and option, obtain insurance coverage against personal liability for injury to the person or property of another while within such owner's UNIT or upon the COMMON ELEMENTS. All such insurance obtained by the owner of each UNIT shall, wherever such provisions shall be available, provide that the insurer waives its right of subrogation as to any claims against other owners of UNITS, ASSOCIATION, and the respective servants, agents, and guests of said other owners and ASSOCIATION. Risk of loss of or damage to any furniture, furnishings, personal effects, and other personal property (other than such furniture, furnishings, and personal property constituting a portion of the COMMON ELEMENTS) belonging to the owner of each UNIT, or which may be kept in any UNIT, shall be borne by the owner of each such UNIT. All furniture, furnishings, and personal property constituting a portion of the COMMON ELEMENTS shall be covered by such insurance as shall be provided in full force and effect by ASSOCIATION as hereinafter provided. The owner of a UNIT shall have no personal liability for any damages caused by the ASSOCIATION or in connection with the use of the COMMON ELEMENTS, except for any mandatory obligation imposed upon such owner by law.

ARTICLE XVIII

INSURANCE COVERAGE TO BE MAINTAINED BY ASSOCIATION; INSURANCE TRUSTEE APPOINTMENT AND DUTIES; USE AND DISTRIBUTION OF INSURANCE PROCEEDS, ETC.

The following insurance coverage shall be maintained in full force and effect by ASSOCIATION covering the operation and management of the CONDOMINIUM, meaning the UNITS and COMMON ELEMENTS; to-wit:

A. Hazard insurance covering all of the UNITS and COMMON ELEMENTS in an amount equal to one hundred percent (100%) of the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier; such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage and other perils endorsement, subject to such deductible provision as the Board of Directors of ASSOCIATION may approve from time to time; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location, and use to the CONDOMINIUM, including, but not limited to, vandalism, malicious mischief, windstorm, water damage, flood, and war risk insurance, if available. All hazard policies issued to protect CONDOMINIUM buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to fixtures, installations, or additions comprising that part of the building within the unfinished interior surfaces of the interior walls, floors, and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage required by the preceding sentence, the UNIT owners shall be considered additional insureds under the policy. All policies of hazard insurance must provide that the insurance carrier shall notify all first mortgagees at least ten (10) days in advance of any reduction or in cancellation of the policy.

B. Public liability and property damage insurance in such amounts and in such form as shall be required by ASSOCIATION to protect said ASSOCIATION and the owners of all UNITS, including, but not limited to, hired automobile, non-owned automobile, and off-premises employee coverage, provided that the minimum amount of coverages shall be at least \$1,000,000 per occurrence, single limit, for personal injury and/or property damage.

C. Workmen's Compensation insurance to meet the requirements of law.

D. Such other insurance coverage as the Board of Directors of ASSOCIATION, in its sole discretion, may determine from time to time to be in the best interests of ASSOCIATION and the owners of all of the UNITS.

E. All liability insurance maintained by ASSOCIATION shall contain liability endorsements to cover liability of all owners of UNITS as a group to each UNIT owner.

F. All insurance coverage authorized to be purchased shall be purchased by ASSOCIATION for itself and for the benefit of all of the owners of all UNITS. The cost of obtaining the insurance coverage authorized above is declared to be a common expense, as are any other fees and expenses incurred which may be necessary or incidental to carrying out the provisions hereof.

G. All policies of casualty insurance covering the CONDOMINIUM shall be payable to the insurance Trustee named as hereinafter provided, or to its successors, and the insurance proceeds from any casualty loss shall be held for the use and benefit of ASSOCIATION and all of the owners of all UNITS and their respective Mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. ASSOCIATION is hereby declared to be and is appointed Authorized Agent for all of the owners of all UNITS for the purpose of filing such Proofs of Loss as may be required under any policy or policies of casualty insurance, and negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy of casualty insurance and resulting in loss of or damage to insurance property. Proof of Loss and/or any Release of Liability executed by ASSOCIATION shall be binding upon all owners of all UNITS and their respective Mortgagees and other parties who may claim any lien or encumbrance upon their respective UNITS.

H. The insurance policies required by this ARTICLE XVIII shall be written by an insurance company or companies to be selected by the Board of Directors of the ASSOCIATION; provided, however, that any such insurance company shall be licensed to transact business in the State of Florida and shall have a financial rating by Best's Insurance Reports of Class VI or better. The Board of Directors of ASSOCIATION shall also have the right to designate the Insurance Trustee. All parties beneficially interested in such insurance coverage shall be bound by such selection so made, except as hereinafter provided.

I. The Insurance Trustee shall be a banking institution having trust powers and doing business in the State of Florida. The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal of any casualty insurance policy, nor for the sufficiency of coverage, nor for the form or content of any such policy, nor for the failure to collect any insurance proceeds. The sole duty of the Insurance Trustee shall be to receive such proceeds of casualty insurance as are paid to hold same in trust for the purposes herein stated and for the benefit of ASSOCIATION and the owners of all UNITS and their respective Mortgagees, such insurance proceeds to be disbursed and paid by the Insurance Trustee as hereinafter provided. ASSOCIATION, as a common expense, shall pay a reasonable fee to said Insurance

Trustee for its services rendered hereunder, and shall pay such costs and expenses as said Insurance Trustee may incur in the performance of any duties and obligations imposed upon it hereunder. Said Insurance Trustee shall be liable only for its wilful misconduct, bad faith, or gross negligence, and then for only such money which comes into the possession of said Insurance Trustee. Whenever the Insurance Trustee may be required to make distribution of insurance proceeds to owners of UNITS and their mortgagees, as their respective interests may appear, or to any other party for repair, replacement, or reconstruction of property, the Insurance Trustee may rely upon a Certificate of the President or Secretary of the ASSOCIATION, executed under oath, and which Certificate will be provided to said Insurance Trustee upon request of said Insurance Trustee made to ASSOCIATION, such Certificate to certify unto said Insurance Trustee the name or names of the owners of each UNIT, the name or names of the mortgagee or mortgagees who may hold a mortgage or mortgages encumbering each UNIT, and the respective percentages of any distribution which may be required to be made to the owner or owners of any UNIT or UNITS, and their respective mortgagees, as his or their respective interests may appear, or to certify the name or names of the party or parties to whom payments are to be made for repair, replacement, or reconstruction of property. In the event any insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder or holders of any mortgage or mortgages encumbering a UNIT shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of any mortgage or mortgages, unless such insurance proceeds represent a cash distribution to the owner or owners of any UNIT or UNITS and their respective mortgagee or mortgagees as herein authorized.

J. In the event of the loss of or damage to only COMMON ELEMENTS, which loss or damage is covered by casualty insurance, the proceeds paid to the Insurance Trustee to cover such loss or damage shall be applied to the repair, replacement, or reconstruction of such loss or damage. If the insurance proceeds are in excess of the cost of the repair, replacement, or reconstruction of such COMMON PROPERTY, then such excess insurance proceeds shall be paid by the Insurance Trustee to the owners of all of the UNITS and their respective mortgagees, the distribution to be separately made to the owner of each UNIT and his respective mortgagee or mortgagees, as their respective interests may appear, in such proportion that the share of such excess insurance proceeds paid to the owner of each UNIT and his said mortgagee or mortgagees, if any, shall bear the same ratio to the total excess insurance proceeds as the undivided interest in COMMON ELEMENTS appurtenant to each UNIT bears to the total undivided interest in COMMON ELEMENTS appurtenant to all UNITS. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement, or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then ASSOCIATION shall deposit with the Insurance Trustee a sum which, together with the insurance proceeds received or to be received will enable said Insurance Trustee to completely pay for the repair, replacement, or reconstruction of any loss or damage, as the case may be. The moneys to be deposited by ASSOCIATION with the Insurance Trustee, in said latter event, may be paid by ASSOCIATION out of its Reserve For Replacement Fund, and if the sum in such Reserve For Replacement Fund is not sufficient, then ASSOCIATION shall levy and collect an assessment against the owners of all UNITS and said UNIT in an amount which shall provide the funds required to pay for said repair, replacement, or reconstruction.

K. In the event of loss of or damage to COMMON ELEMENTS and any UNIT or UNITS, which loss or damage is covered by casualty insurance, the proceeds paid to the Insurance Trustee to cover

such loss or damage shall be first applied to the repair, replacement, or reconstruction, as the case may be, of COMMON ELEMENTS, real or personal, and then any remaining insurance proceeds shall be applied to the repair, replacement, or reconstruction of any UNIT or UNITS which may have sustained any loss or damage so covered. If the insurance proceeds are in excess of the cost of the repair, replacement, or reconstruction of the COMMON ELEMENTS and the UNIT or UNITS sustaining any loss or damage, then such excess insurance proceeds shall be paid and distributed by the Insurance Trustee to the owners of all UNITS, and to their mortgage or mortgages, as their respective interests may appear, such distribution to be made in the manner in the proportions as are provided hereinbefore. If it appears that the insurance proceeds covering casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for the repair, replacement, or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be so sufficient, then the Board of Directors of ASSOCIATION shall, based upon reliable and detailed estimates obtained by it from competent and qualified parties, determine and allocate the cost of repair, replacement, or reconstruction between the COMMON ELEMENTS and the UNIT or UNITS sustaining any loss or damage. If the proceeds of said insurance are sufficient to pay for the repair, replacement, or reconstruction of any loss of or damage to COMMON ELEMENTS, but should the same not be sufficient to repair, replace, or reconstruct any loss of or damage to any UNIT or UNITS, then ASSOCIATION shall levy and collect an assessment from the owner or owners of the UNIT or UNITS sustaining any loss or damage, and the assessment so collected from said owner or owners shall be deposited with said Insurance Trustee so that the sum on deposit with said Insurance Trustee shall be sufficient to completely pay for the repair, replacement, or reconstruction of all COMMON ELEMENTS and UNIT or UNITS. In said latter event, the assessment to be levied and collected from the owner or owners of each UNIT or UNITS sustaining loss or damage shall be apportioned between such owner or owners in such manner that this assessment levied against each owner of a UNIT and his UNIT shall bear the same proportion to the total assessment levied against all of said owners of UNITS sustaining loss or damage as does the cost of repair, replacement, or reconstruction of each owner's UNIT bear to the cost applicable to all of said UNITS sustaining loss or damage. If the insurance proceeds payable to the Insurance Trustee in the event of the loss of or damage to COMMON ELEMENTS and UNIT or UNITS is not in an amount which will pay for the complete repair, replacement, or reconstruction of the COMMON ELEMENTS, it being recognized that such insurance proceeds are to be first applied to payment for their repair, replacement, or reconstruction of said COMMON ELEMENTS before being applied to the repair, replacement, or reconstruction of a UNIT or UNITS, then the cost to repair, replace, or reconstruct said COMMON ELEMENTS in excess of available insurance proceeds shall be levied and collected as an assessment from all of the owners of all UNITS in the same manner as would such assessment be levied and collected had the loss or damage sustained been solely to COMMON ELEMENTS, and the cost of repair, replacement, or reconstruction of each UNIT or UNITS sustaining loss or damage shall then be levied and collected by assessment of the owner or owners of UNIT or UNITS sustaining the loss or damage in the same manner as is above provided for the apportionment of such assessment between the owner or owners of UNIT or UNITS sustaining such loss or damage.

L. In the event of loss of or damage to property covered by the casualty insurance, ASSOCIATION shall within sixty (60) days after any such occurrence, obtain reliable and detailed estimates of the cost to place such damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premium for such bond as the Board of Directors of ASSOCIATION may deem to be in the best interests of the Membership of ASSOCIATION.

Whenever it shall appear that the insurance process payable for such loss or damage will not be sufficient to defray the cost of the repair, replacement, or reconstruction thereof, the additional moneys required to completely pay for such repair, replacement, or reconstruction of said loss or damage, whether to be paid by all of the owners of UNITS or only by the owner or owners of any UNIT or UNITS sustaining loss or damage, or both, shall be deposited with said Insurance Trustee not later than thirty (30) days from the date on which said Insurance Trustee shall receive the moneys payable under any casualty insurance policy.

M. In the event of loss of or damage to personal property belonging to ASSOCIATION, the insurance proceeds, when received by the Insurance Trustee, shall be paid to ASSOCIATION. In the event of the loss of or damage to personal property constituting a portion of the COMMON ELEMENTS, and should the Board of Directors of ASSOCIATION determine not to replace such personal property as may be lost or damaged, then the insurance proceeds received by the Insurance Trustee shall be paid to all of the owners of all UNITS and their respective mortgage or mortgages, as their interests may appear, in the manner and in the proportions hereinbefore provided for the distribution of excess insurance proceeds.

N. Contracts for repair, replacement, or reconstruction of loss or damage shall be let by the Board of Directors in name of ASSOCIATION and said Board of Directors shall authorize payments to be made thereunder by Insurance Trustee. Board of Directors may enter into such agreement with the Insurance Trustee as it may deem in the best interest of ASSOCIATION for purpose of effectuating the intent hereof.

ARTICLE XIX

LEASE OF UNITS BY OWNER

Should any owner of a UNIT lease such UNIT, any such lease shall provide that the lessee shall comply with and abide by all of the restrictions pertaining to the use of UNITS and COMMON ELEMENTS contained in this Declaration of Condominium, and with the rules and regulations contained herein or hereafter established by ASSOCIATION governing the use of same, and should any lessee not comply with such covenants, then ASSOCIATION shall be given the right to cancel and terminate such lease, all without any obligation to the owner, and in said respect, ASSOCIATION shall be regarded as the owner's agent, fully authorized to take such steps as may be necessary to effect the cancellation and termination of such lease.

ARTICLE XX

ASSOCIATION TO MAINTAIN REGISTER OF OWNERS AND MORTGAGEES

ASSOCIATION shall at all times maintain a Register setting forth the names of the owners of all of the UNITS, and, in the event of the sale or transfer of any UNIT to a third party, the purchaser or transferee shall notify ASSOCIATION in writing of his interest in such UNIT, together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his interest in any UNIT. Further, the owner of each UNIT shall at all times notify ASSOCIATION of the names of the parties holding any mortgage or mortgages on any UNIT, the amount of such mortgage or mortgages, and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any UNIT may, if they so desire, notify ASSOCIATION of the existence of any mortgage or mortgages held by such party on any UNIT, and upon receipt of such notice, ASSOCIATION shall register in its records all pertinent information pertaining to the same.

ARTICLE XXI

ASSESSMENTS: LIABILITY, LIEN, AND ENFORCEMENT

ASSOCIATION is given the authority to administer the operation and management of the CONDOMINIUM. To provide the funds necessary for such operation and management, the ASSOCIATION is directed, empowered and authorized, as follows:

A. All assessments levied against the owners of UNITS and said UNITS shall be uniform, and, unless specifically otherwise provided for in this Declaration of Condominium, the assessments made by ASSOCIATION shall be in such proportion that the amount of assessment levied against each owner of a UNIT and his UNIT shall bear the same ratio to the total assessment made against all owners of UNITS and their UNITS as the undivided interest in COMMON ELEMENTS appurtenant to each UNIT bears to the total undivided interest in COMMON ELEMENTS appurtenant to all UNITS. Should ASSOCIATION be the owner of any UNIT or UNITS, the assessment which would otherwise be due and payable to ASSOCIATION by the owner of such UNIT or UNITS, reduced by the amount of income which may be derived from the leasing of such UNIT or UNITS by ASSOCIATION, shall be apportioned and assessment therefor levied ratably among the owners of all UNITS which are not owned by ASSOCIATION, based upon their proportionate interests in COMMON ELEMENTS, exclusive of the interests therein appurtenant to any UNIT or UNITS owned by ASSOCIATION.

B. The assessment levied against the owner of each UNIT and his UNIT shall be payable in annual, quarterly, or monthly installments, or in such other installments and at such time as may be determined by the Board of Directors of ASSOCIATION.

C. The Board of Directors of ASSOCIATION shall establish an Annual Budget in advance, for each fiscal year which shall correspond to the calendar year, and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of CONDOMINIUM, including a reasonable allowance for contingencies and reserves, such budget to take into account projected anticipated income which is to be applied in reduction of the amounts required to be collected as an assessment each year. Upon adoption of such Annual Budget by the Board of Directors of ASSOCIATION, copies of said Budget shall be delivered to each owner of a UNIT and the assessment for said year shall be established upon such Budget, although the delivery of a copy of said Budget to each owner shall not affect the liability of any owner for such assessment. Should the Board of Directors at any time determine, in the sole discretion of said Board of Directors, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the CONDOMINIUM, or in the event of emergencies, said Board of Directors shall have the authority to levy such additional assessments or assessments as it may deem to be necessary.

D. The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management, and maintenance of the Project, shall include therein a sum to be collected and maintained as a reserve account or fund for capital expenditures, deferred maintenance, and replacement of COMMON ELEMENTS, which reserve fund shall be for the purpose of enabling ASSOCIATION to replace structural and functional elements and mechanical equipment constituting a part of COMMON ELEMENTS, as well as the replacement of personal property which may constitute a portion of the COMMON ELEMENTS held for the joint use and benefit of all of the owners of all UNITS. The amount to be reserved shall be computed by means of a formula which shall be based upon the estimated life and estimated replacement cost of each reserve item. The amount to be allocated to such Reserve Fund For Replacement shall be established by said Board of Directors so as to accrue and maintain at all times a sum reasonably necessary to anticipate the need for replacement of COMMON ELEMENTS. The amount collected and allocated to the Reserve Fund For Replacements from time to time shall be maintained in a separate account by ASSOCIATION, although nothing herein contained shall limit ASSOCIATION from applying any moneys in such Reserve Fund For Replacements to meet other needs or requirements of ASSOCIATION in operating or managing the Project in the event of emergencies, or in the event that the sums collected from the owners of UNITS are insufficient to meet the then fiscal financial requirements of ASSOCIATION, but it shall not be a requirement that these moneys be used for such latter purposes, as a separate assessment may be

levied therefor if deemed to be preferable by the Board of Directors of ASSOCIATION in the sole discretion of said Board of Directors.

E. The Board of Directors of ASSOCIATION, in establishing said Annual Budget for operation, management, and maintenance of the Project, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by owners of UNITS, as a result of emergencies, or for other reason placing financial stress upon the ASSOCIATION. The annual amount allocated to such operating reserve and collected therefor shall not exceed ten (10%) per cent of the current annual assessment levied against the owners of all UNITS and their UNITS. Upon accrual in said operating reserve of a sum equal to fifty (50%) per cent of the current annual assessment, no further payments shall be collected from the owners of UNITS as a contribution to such operating reserve, unless such operating reserve shall be reduced below said fifty (50%) per cent level, in which event, contribution to such operating reserve may be included in the annual assessment so as to restore said operating reserve to an amount which will equal fifty (50%) per cent of the current annual amount of said assessments.

F. All moneys collected by ASSOCIATION shall be treated as the separate property of said ASSOCIATION, and such moneys may be applied by ASSOCIATION to the payment of any expense of operating and managing the CONDOMINIUM, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration of Condominium and the Articles of Incorporation and By-Laws of said ASSOCIATION, and as moneys for any assessment are paid unto ASSOCIATION by any owner of a UNIT, the same may be commingled with moneys paid to said ASSOCIATION by the other owners of UNITS. Although all funds and common surplus, including other assets of ASSOCIATION, and any increments thereto or profits derived therefrom, or from the leasing or use of COMMON ELEMENTS, shall be held for the benefit of the members of ASSOCIATION, no member of said ASSOCIATION shall have the right to assign, hypothecate, pledge, or in any manner transfer his membership interest therein, except as an appurtenance to his UNIT. When the owner of a UNIT shall cease to be member of ASSOCIATION by reason of his divestment of ownership of such UNIT, by whatever means, ASSOCIATION shall not be required to account to such owner for any share of the funds or assets of ASSOCIATION, or which may have been paid to ASSOCIATION by such owner, as all moneys which any owner has paid to ASSOCIATION shall be and constitute an asset of said ASSOCIATION which may be used in the operation and management of the CONDOMINIUM.

G. The payment of any assessment or installment thereof due to ASSOCIATION shall be in default if such assessment, or any installment thereof, is not paid unto ASSOCIATION on or before the due date for such payment. When in default for more than fifteen (15) days, the delinquent assessment or delinquent installment thereof due to ASSOCIATION shall thereafter bear interest at the highest lawful rate per annum until such delinquent assessment or installment thereof, and all interest due thereon, has been paid in full to ASSOCIATION.

H. The owner or owners of each UNIT shall be personally liable, jointly and severally, as the case may be, to ASSOCIATION for the payment of such portion of all assessments, regular or special, which may be levied by ASSOCIATION against the UNIT of such owner or owners while such party or parties are owner or owners of a UNIT in the CONDOMINIUM. In the event that any owner or owners are in default in payment of any assessment or installment thereof against his, her, or their UNIT owed to ASSOCIATION, such owner or owners of any UNIT shall be personally liable, jointly and

severally, for interest on such delinquent assessment or installment thereof as above provided, and for all costs of collecting such assessment or installment thereof and interest thereon, including a reasonable attorney's fee, whether suit be brought or not.

I. No owner of a UNIT may exempt himself from liability for any assessment levied against such owner and his UNIT by waiver of the use or enjoyment of any of the COMMON ELEMENTS, or by abandonment of the UNIT or in any other way.

J. The ASSOCIATION is hereby granted a lien upon such UNIT and its appurtenant undivided interest in COMMON ELEMENTS, which lien shall secure and does secure the moneys due for all assessments now or hereafter levied against the owner of each UNIT, which lien shall also secure interest, if any, which may be due on the amount of any delinquent assessments owing to ASSOCIATION, and which lien shall also secure all costs and expenses, including a reasonable attorney's fee, which may be incurred by ASSOCIATION in enforcing this lien upon said UNIT and its appurtenant undivided interest in COMMON ELEMENTS. The lien granted to ASSOCIATION may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida, and in any suit for foreclosure of said lien, ASSOCIATION shall be entitled to rental from the owner of any UNIT from the date on which the payment of any assessment or installment thereof became delinquent, and shall be entitled to the appointment of a Receiver for said UNIT, without notice to the owner of such UNIT. The rental required to be paid shall be equal to the rental charged on comparable dwelling units in the County in which the CONDOMINIUM is located. The lien granted to ASSOCIATION shall further secure such advances for taxes, and payment on account of superior mortgages, liens, or encumbrances which may be required to be advanced by ASSOCIATION in order to preserve and protect its lien, and ASSOCIATION shall further be entitled to interest at the highest lawful rate on any such advances made for such purpose. All persons, firms, or corporations who shall acquire, by whatever means, any interest in the ownership of any UNIT or who may be given or acquire a mortgage, lien, or other encumbrance thereon, is hereby placed on notice of the lien rights granted to ASSOCIATION, and shall acquire such interest in any UNIT expressly subject to such lien rights.

K. The lien herein granted unto ASSOCIATION shall be effective from and after the time of recording in the Public Records of Orange County a claim of lien stating the description of the UNIT encumbered thereby, the name of the record owner, the amount due, and the date when due, and the lien shall continue in effect until all sums are secured by said lien, as herein provided, shall have been fully paid. Such claims of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes, and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of ASSOCIATION. Upon full payment of all sums secured by such claim of lien, ASSOCIATION shall deliver to the owner of the UNIT affected a recordable satisfaction of said claim of lien.

L. In the event that any person, firm, or corporation shall acquire title to any UNIT and its appurtenances by virtue of any foreclosure or judicial sale, such person, firm, or corporation so acquiring title shall only be liable and obligated for assessments as shall accrue and become due and payable for said UNIT subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were in default and delinquent at the time it acquired such title, and the UNIT shall stand relieved of the lien of any prior assessments. In the event of the acquisition of title to UNIT by foreclosure or judicial sale, any assessment or assessments as to

which the party so acquiring title shall not be liable shall be absorbed and paid by all owners of all UNITS as a part of the common expense, although nothing herein contained shall be construed as releasing the party liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

M. Whenever any UNIT is leased, sold, or mortgaged by the owner thereof, ASSOCIATION, upon written request of the owner of such UNIT, shall furnish to the proposed lessee, purchaser, or mortgagee, a statement verifying the status of payment of any assessment which shall be due and payable to ASSOCIATION by the owner of such UNIT. Such statement shall be executed by an Officer of the ASSOCIATION, and any lessee, purchaser, or mortgagee may rely upon such statement in concluding the proposed lease, purchase, or mortgage transaction, and ASSOCIATION shall be bound by such statement.

N. In addition, the ASSOCIATION shall have such other rights and remedies as are provided to it by law from time to time.

O. In the event that a UNIT is to be leased, sold or mortgaged at the time when payment of any assessment against the owner of said UNIT and such UNIT due to ASSOCIATION shall be in default (whether or not a claim of lien has been recorded by ASSOCIATION), then the rent, proceeds of such purchase, or mortgage proceeds, shall be applied by the lessee, purchaser, or mortgagee first to payment of any then delinquent assessment or installments thereof due to ASSOCIATION before the payment of any rent, proceeds of purchase, or mortgage proceeds to the owner of any UNIT who is responsible for payment of such delinquent assessment.

P. In any voluntary conveyance of a UNIT, the Grantee shall be jointly and severally liable with Grantor for all unpaid assessments against Grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of Grantee to recover from Grantor the amounts paid by Grantee therefor.

Q. Institution of a suit at law to attempt to effect collection of the payment of any delinquent assessment shall not be deemed to be an election by ASSOCIATION which shall prevent its thereafter seeking enforcement of the collection of any sum remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

ARTICLE XXII

COMMON SURPLUS

"COMMON SURPLUS", meaning all funds and other assets of the ASSOCIATION (including excess of receipts of ASSOCIATION from any and all sources, over amount of the common expense), shall be owned by the owners of all UNITS in the same proportion that the undivided interest in COMMON ELEMENTS appurtenant to each owner's UNIT bears to the total of all undivided interests in COMMON ELEMENTS appurtenant to all UNITS; provided, however, that said COMMON SURPLUS shall be held by the ASSOCIATION in the manner, and subject to the terms, provisions, and conditions hereof imposing certain limitations and restrictions upon the

use and distribution of said COMMON SURPLUS. Except for distribution of any insurance indemnity herein provided, or termination of the CONDOMINIUM, any distribution of COMMON SURPLUS which may be made from time to time shall be made to the then owners of UNITS in accordance with their percentage interest in COMMON SURPLUS as declared herein.

ARTICLE XXIII

TERMINATION

A. Notwithstanding anything to the contrary contained in Article XVI hereof, in the event of fire or other casualty or disaster which shall totally demolish the CONDOMINIUM, or which shall so destroy the CONDOMINIUM as to require more than two-thirds (2/3) of the buildings and improvements, as determined by the Board of Directors of ASSOCIATION, to be reconstructed, then this Declaration of Condominium and the Plan of Condominium Ownership established herein shall terminate, unless the owners of at least three-fourths (3/4) of the UNITS agree that the CONDOMINIUM shall be reconstructed, or unless any policy or policies of casualty insurance which may cover the damages or destruction of said building requires the reconstruction thereof as a condition precedent to the payment of insurance proceeds under such policy or policies, but notwithstanding the fact that the owners of at least three-fourths (3/4) of the UNITS agree to reconstruct said building, or if such policy or policies of casualty insurance require the same to be reconstructed, this Declaration of Condominium and the Plan of Condominium Ownership established herein shall still be terminated if there exists any regulation or order of any governmental authority having jurisdiction which may then prevent the reconstruction of the CONDOMINIUM, although nothing herein contained shall be construed as releasing or in any manner changing any obligation which may be owed to ASSOCIATION, for itself and for the benefit of the owners of all UNITS, under any insurance policy or policies then existing. Reference to two-thirds (2/3) of the building and improvements shall be taken to mean two-thirds (2/3) of the total value of all of the building and improvements as of the day prior to the event or events causing such damage or destruction as determined by the Board of Directors of ASSOCIATION. There shall be no termination under this Paragraph (A) unless at least two-thirds (2/3) of the first mortgagees of the individual UNITS (based upon one vote for each first mortgage owned) have given their prior written approval for such termination.

B. If, as above provided, this Declaration of Condominium and the Plan of Condominium Ownership established herein is to be terminated, then a Certificate of a Resolution of the Board of Directors of ASSOCIATION to said effect, and notice of the cancellation and termination hereof, shall be executed by the President and Secretary of ASSOCIATION in recordable form, and such instrument shall be recorded in the Public Records of Orange County. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, all of the owners of UNITS shall be and become tenants in common as to ownership of the real property herein described, and any then remaining improvements thereon, the undivided interest in such real property, and remaining improvements held by the owner or owners of each UNIT to be the same as the undivided interest in COMMON ELEMENTS which was formerly appurtenant to such UNIT, and the lien of any mortgage or other encumbrance upon each UNIT shall attach, in the same order of priority, to the percentage of undivided interest of the owner of a UNIT in the property and then remaining improvements as above provided. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the owner or owners of all UNITS still habitable shall, within sixty (60) days from date of recording of said Certificate of Resolution, deliver possession of their respective

UNITS to ASSOCIATION. Upon termination of this Declaration of Condominium and the Plan of Condominium Ownership established herein, the Insurance Trustee shall distribute any insurance indemnity which may be due under any policy or policies of casualty insurance to the owners of the UNITS and their mortgagees, as their respective interests may appear, such distribution to be made to the owner or owners (and their mortgagees) of each UNIT in accordance with their then undivided interest in the real property and remaining improvements as hereinbefore provided. The assets of ASSOCIATION, upon termination of the Plan of Condominium Ownership created hereby, shall then be distributed to all of the owner or owners of each UNIT and to his, her, or their mortgagees, as their respective interests may appear, in the same manner as was above provided for the distribution of any final insurance indemnity.

C. Except in the event of this Declaration of Condominium and the Plan of Condominium Ownership established herein being terminated as hereinbefore provided, this Declaration of Condominium and said Plan of Condominium Ownership may only be otherwise terminated by the consent to a Plan of Termination by the owners of at least three-fourths (3/4) of the UNITS and all of the parties holding mortgages, liens, or other encumbrances against the UNITS. In said event the termination of the CONDOMINIUM shall be by such Plan. Such election to terminate this Declaration of Condominium and the Plan of Condominium Ownership established herein shall be executed in writing by all of the aforesaid parties, and such instrument or instruments shall be recorded in the Public Records of Orange County. In the above event, the owners of the remaining UNITS and all parties holding any mortgages, liens, or other encumbrances on any of said remaining UNITS shall be bound by the election to terminate this Declaration of Condominium, and shall execute any and all documents necessary to effect the Plan of Termination in the same manner as though the consent to termination was by unanimous vote of all interested parties.

ARTICLE XXIV

AMENDMENT OF DECLARATION OF CONDOMINIUM

This Declaration of Condominium may be amended in the following manner:

A. An Amendment or Amendments to this Declaration of Condominium may be proposed by the Board of Directors of ASSOCIATION acting upon a vote of the majority of the Directors, or by the Members of ASSOCIATION owning a majority of the UNITS in the CONDOMINIUM, whether meeting as Members or by instrument in writing signed by them. Upon any Amendment or Amendments to this Declaration of Condominium being proposed by said Board of Directors or Members, such proposed Amendment or Amendments shall be transmitted to the President of ASSOCIATION, or other Officer of ASSOCIATION in the absence of the President, who shall thereupon call a Special Meeting of the Members of the ASSOCIATION for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail addressed to the Member at his Post Office address as it appears on the records of ASSOCIATION, the postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of ASSOCIATION, whether before or after the

holding of the Meeting, shall be deemed equivalent to the giving of such notice to such Member. At such Meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the Members owning not less than three-fourths (3/4) of the UNITS in the CONDOMINIUM in order for such Amendment or Amendments to become effective. In the alternative, provided that any proposed Amendment or Amendments in reasonably detailed written form have been mailed to each Member, then any Amendment or Amendments may be adopted and shall become effective without holding a Special Meeting if within ninety (90) days from the mailing thereof to all Members any such Amendment or Amendments are approved in writing by the Members owning not less than three-fourths (3/4) of the UNITS in the CONDOMINIUM. Thereupon, whether such Amendment or Amendments were adopted by either method above provided, such Amendment or Amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of ASSOCIATION as having been duly adopted, and the original or an executed copy of such Amendment or Amendments so certified and executed with the same formalities as a Deed shall be recorded in the Public Records of Orange County, within ten (10) days from the date on which the same became effective, such Amendment or Amendments to specifically refer to the recording date identifying the Declaration of Condominium. Thereafter a copy of said Amendment or Amendments in the form in which the same were placed of record by the Officers of ASSOCIATION shall be delivered to all of the owners of all UNITS, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such Amendment or Amendments. At any meeting held to consider such Amendment or Amendments, the written vote of any Member of ASSOCIATION shall be recognized if such Member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of ASSOCIATION prior to such Meeting or at such Meeting.

B. Notwithstanding anything herein contained to the contrary, it is declared as follows:

- 1) No alteration in the percentage of ownership in COMMON ELEMENTS appurtenant to each UNIT or alteration for the basis of sharing common expenses and other apportionment of assessments which may be levied by ASSOCIATION in accordance with provisions hereof, or alteration of basis of ownership of COMMON SURPLUS, shall be made without written consent of all of the owners of all UNITS and their respective mortgagees being first had and obtained.
- 2) No alteration, amendment, or modification of the rights and privileges granted and reserved hereunder in favor of Institutional Lender or Institutional Lenders shall be made without written consent of all Institutional Lenders then holding mortgages on UNITS in the CONDOMINIUM being first had and obtained.
- 3) No alteration, amendment, or modification of the rights and privileges granted and reserved hereunder in favor of DEVELOPER, shall be made without the written consent of said DEVELOPER being first had and obtained.

ARTICLE XXV

REMEDIES IN EVENT OF DEFAULT

The owner or owners of each UNIT shall be governed by and shall comply with the provisions of this Declaration of Condominium, the Articles of Incorporation, and By-Laws of ASSOCIATION, as any of the same are now constituted or as they may be amended from time to time. A default by the owner or owners of any UNIT shall entitle ASSOCIATION or the owner or owners of other UNITS to the following relief:

A. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of ASSOCIATION, or which may be adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and which relief may be sought by ASSOCIATION or, if appropriate, by an aggrieved owner of a UNIT.

B. The owner or owners of each UNIT shall be liable for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of any member of his family, or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceedings of insurance carried by ASSOCIATION. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a UNIT or its appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

by the owner of any UNIT, ASSOCIATION, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable attorney's fees as may be determined by the Court.

D. The failure of ASSOCIATION or of the owner of a UNIT to enforce any right, provision, covenant, or condition which may be granted by this Declaration of Condominium or other above mentioned documents shall not constitute a waiver of the right of ASSOCIATION or of the owner of a UNIT to enforce such right, provision, covenant, or condition in the future.

E. All rights, remedies, and privileges granted to ASSOCIATION or the owner or owners of a UNIT pursuant to any terms, provisions, covenants, or conditions of this Declaration of Condominium or other above-mentioned documents, shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

F. The failure of DEVELOPER to enforce any right, privilege, covenant, or condition which may be granted to the DEVELOPER by this Declaration of Condominium or other above-mentioned document shall not constitute waiver of the right of DEVELOPER to thereafter enforce such right, provision, covenant, or condition in the future.

ARTICLE XXVI

USE OR ACQUISITION OF INTEREST IN THE CONDOMINIUM TO RENDER USER OR ACQUIRER SUBJECT TO PROVISIONS OF DECLARATION OF CONDOMINIUM, RULES AND REGULATIONS

All present or future owners, tenants, occupants, or any other person who might use the facilities of the CONDOMINIUM in any way, are subject to the provisions of this Declaration of Condominium, and the mere act of occupancy of any UNIT, or the mere acquisition or rental of any UNIT, shall signify that the provisions of this Declaration of Condominium are accepted and ratified in all respects.

ARTICLE XXVII

RIGHTS OF DEVELOPER

A. DEVELOPER shall have the absolute right to purchase, sell, or lease any UNIT from or to any person, firm, or corporation, upon any terms and conditions deemed by DEVELOPER in its own best interests.

B. The DEVELOPER shall further have the right to use any UNIT or UNITS owned by it as model apartments and/or sales office in connection with DEVELOPER'S program to sell or lease said UNIT or UNITS owned by it, and in connection therewith shall have the right to place upon the COMMON ELEMENTS signs designating DEVELOPER'S model apartments and/or sales office and advertising for sale or lease of the UNIT or UNITS owned by DEVELOPER; any said sign or signs to be placed at DEVELOPER'S expense.

C. In the event of dissolution of DEVELOPER, or merger of DEVELOPER into any other entity which survives DEVELOPER, at a time when the DEVELOPER shall be entitled to have and exercise any rights and privileges hereunder, the rights and privileges of DEVELOPER shall pass and may be exercised by its said successors or survivor, as the case may be.

D. The DEVELOPER shall have the right to select and designate Member or Members of the Board of Directors of ASSOCIATION, and to remove and replace any person or persons selected by it to act and serve on said Board of Directors, all as is set forth and provided in the Articles of Incorporation and By-Laws of ASSOCIATION. The Member or Members of the Board of Directors of ASSOCIATION designated and selected by DEVELOPER need not be resident or residents in the CONDOMINIUM. Any representative of DEVELOPER serving on the Board of Directors of ASSOCIATION shall not be required to disqualify himself upon any vote upon any contract or other agreement between DEVELOPER and ASSOCIATION where said DEVELOPER may have a pecuniary or other interest. Similarly, DEVELOPER, as a Member of ASSOCIATION, shall not be required to disqualify itself in any vote which may come before the Membership of ASSOCIATION upon any contract or other agreement between DEVELOPER and ASSOCIATION, where the said DEVELOPER may have a pecuniary or other interest.

E. Should DEVELOPER convey to a single transferee all of the DEVELOPER'S interest in UNITS then remaining owned by DEVELOPER, DEVELOPER shall have the right in the instrument of transfer, or in a separate instrument, recorded in either event in the Public Records of Orange County, to designate such single transferee as Successor Developer, and in such event said single transferee as Successor Developer shall succeed to all of the rights and privileges of the DEVELOPER reserved under this Declaration of Condominium.

F. DEVELOPER shall have such further rights as set forth in the Articles of Incorporation, By-Laws, and elsewhere in this Declaration of Condominium.

ARTICLE XXVIII

RIGHTS OF INSTITUTIONAL LENDERS

"Institutional Lender" or "Institutional Lenders", as the terms are used herein, shall mean and refer to banks, savings and loan associations, insurance companies, FHA approved mortgage lenders, governmental agencies insuring, guaranteeing, or holding any mortgage or mortgages on any UNIT, real estate investment trusts and DEVELOPER, and mortgage holders joining in this

Declaration and the successors and assigns of any such Institutional Lender. So long as any Institutional Lender or Institutional Lenders shall hold any mortgage upon any UNIT or UNITS, or shall be the owner of any UNIT or UNITS, such Institutional Lender or Institutional Lenders shall have the following rights:

A. To approve the company or companies with whom casualty insurance is placed and the amount of such casualty insurance to be carried from time to time by the ASSOCIATION.

B. To approve the Insurance Trustee designated by the ASSOCIATION.

C. To be furnished with at least one copy of the Annual Financial Statement and Report of ASSOCIATION, prepared by Certified Public Accountant designated by the ASSOCIATION, including a detailed statement of annual carrying charges, income collected, and operating expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each calendar year.

D. To be given notice by the ASSOCIATION of the call of any Meeting of the Membership to be held for the purpose of considering any amendment to this Declaration or Condominium, or the Articles of Incorporation and By-Laws of ASSOCIATION, which notice shall state the nature of the Amendment being proposed.

E. To be given notice of default in payment of assessments or otherwise under this Declaration and the By-Laws on the part of any Member owning any UNIT encumbered by a mortgage held by such Institutional Lender, such notice to be given in writing and to be sent to the principal office of the Institutional Lender holding the mortgage or mortgages encumbering such Member's UNIT, or to the place designated by said Lender in writing to ASSOCIATION.

F. To cause ASSOCIATION to create and maintain an Escrow Account for the purpose of assuring the availability of funds with which to pay premium or premiums due from time to time on insurance policy or policies which the ASSOCIATION is required to keep in existence, it being understood that the ASSOCIATION shall deposit in an Escrow Depository satisfactory to such Institutional Lender or Institutional Lenders a monthly sum equal to one-twelfth (1/12) of the annual amount of such insurance expense, and to contribute such other sum as may be required therefor to the end that there shall be on deposit in said Escrow Account at least one month prior to the due date for payment of such premium or premiums, a sum which will be sufficient to make full payment therefor. The Insurance Trustee designated by ASSOCIATION shall be the Escrow Depository for the purposes hereof or Board of Directors of ASSOCIATION may designate any Institutional Lender interested in the CONDOMINIUM to act in such capacity.

G. Whenever any Institutional Lender or Institutional Lenders desire the provisions of this Article XVIII to be applicable to it, it shall serve written notice of such fact upon the ASSOCIATION by Registered Mail or Certified Mail, addressed to the ASSOCIATION and sent to its address stated herein identifying the UNIT or UNITS upon which any such Institutional Lender or Institutional Lenders hold any mortgage or mortgages, or identifying any UNITS owned by them, or any of them, together with sufficient pertinent facts to identify any mortgage or mortgages which may be held by it or them, and which notice shall designate the place to which notices are to be given by the ASSOCIATION to such Institutional Lender or Institutional Lenders.

H. The Institutional Lender holding first mortgage liens or fee simple interests in the largest number of UNITS in which all Institutional Lenders hold such interests shall exercise the rights reserved unto Institutional Lender under Paragraphs "A",

"B" and "F" of this Article. At any time that more than one Institutional Lender shall hold first mortgage lien or fee simple interests in an equal number of UNITS, but no one Institutional Lender shall hold such interests in a larger number of such UNITS than any other Institutional Lender, then such rights reserved unto Institutional Lenders shall vest in the Institutional Lender whose principal office is located in the closest proximity to the CONDOMINIUM, and the decision of such Institutional Lender shall be controlling. In such case, ASSOCIATION shall apprise all Institutional Lenders of the name of said Institutional Lender which maintains its principal office located in closest proximity to the CONDOMINIUM, and will, within ten (10) days after request of any Institutional Lender, provide it with the name of all Institutional Lenders having an interest in the CONDOMINIUM, as reflected by the books and records of the ASSOCIATION.

ARTICLE XXIX

PETS

The maintenance of pets in any UNIT or on the CONDOMINIUM premises shall be subject to such regulations as may be adopted by the Board of Directors of ASSOCIATION which regulations may include prohibition of pets or particular kinds of pets or pets in excess of a certain size.

ARTICLE XXX

SEVERABILITY

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

ARTICLE XXXI

LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform Plan of Condominium Ownership.

ARTICLE XXXII

DECLARATION OF CONDOMINIUM BINDING UPON DEVELOPER,
ITS SUCCESSORS AND ASSIGNS, AND SUBSEQUENT OWNERS

The restrictions and burdens imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and shall constitute an equitable servitude upon each UNIT and its appurtenant undivided interest in COMMON ELEMENTS. This Declaration of Condominium shall be binding upon DEVELOPER, its successors and assigns, and upon all parties who may subsequently become owners of UNITS in the CONDOMINIUM, and their respective heirs, legal representatives, successors, and assigns.

IN WITNESS WHEREOF, DEVELOPER has caused these presents to be executed in its name, by its President, and the Corporation Seal to be hereunto affixed, attested by its Secretary, this 22 day of May, 1980, at Cherry Chase, Maryland.

Witnesseth this 22 day of May, 1980.
Ellen M. Murray

WIMBLEDON DEVELOPMENT CORPORATION

By: William O. Vose
Vice-President

ATTEST: [Signature]

STATE OF Maryland)
COUNTY OF Montgomery) ss:

The foregoing instrument was acknowledged before me this 22nd day of May, 1980 by William O. Vose as Vice President of WIMBLEDON DEVELOPMENT CORPORATION, a Florida corporation.

Carol L. Futura
Notary Public
STATE OF FLORIDA AT LARGE
MARYLAND
My Commission Expires:
My Commission Expires July 1, 1982
[NOTARIAL SEAL]

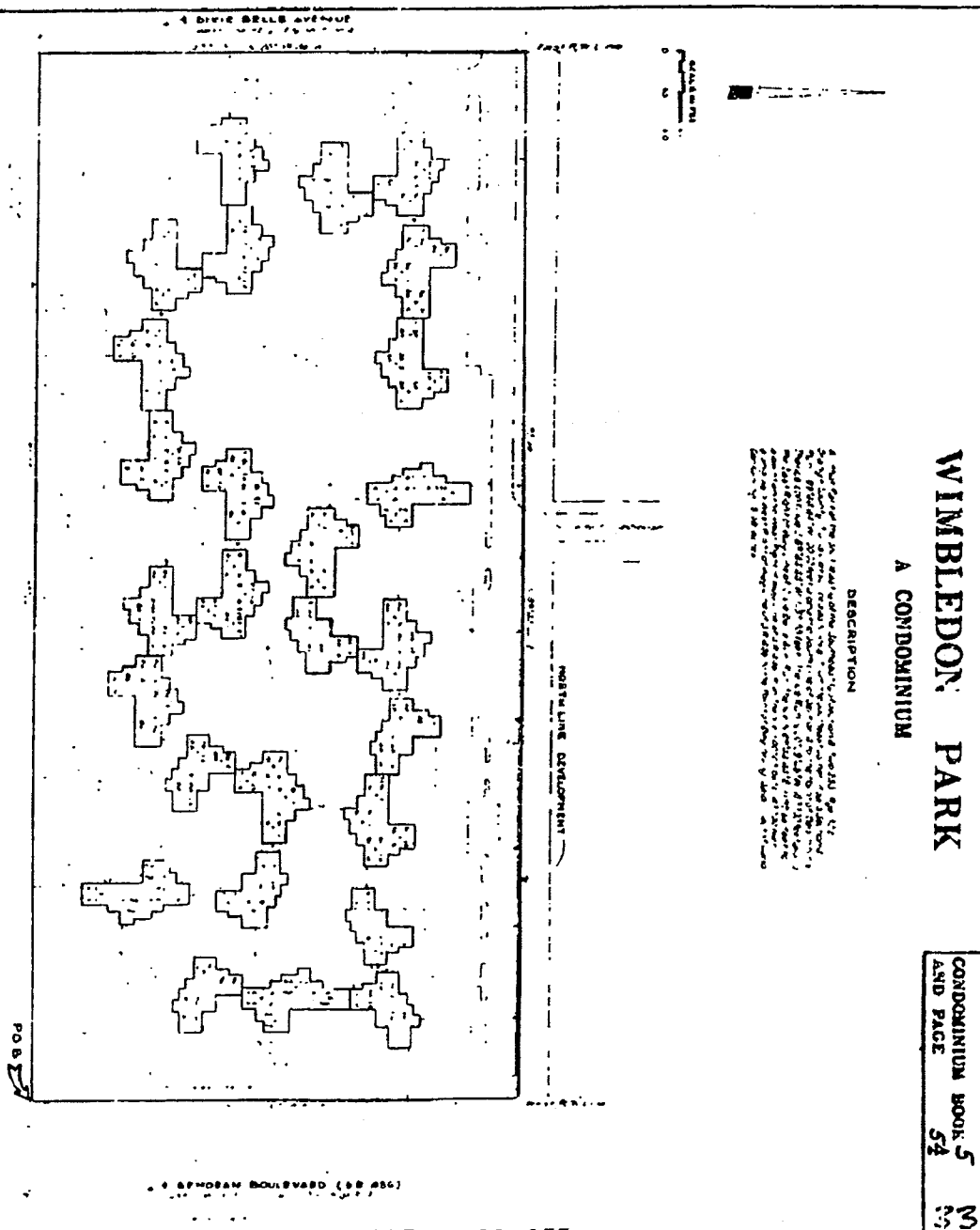
C.S. 3118 pt 1738

DECLARATION
EXHIBIT "1", Page 1

Tract 1 of WIMBLEDON PARK. Section 4.
Township 23 South, Range 30 East, as
recorded in Plat Book 9, Page 8, Public
Records of Orange County, Florida.

NOTE - Unit numbers ending in the following two digits are located on the ground floor of the Condominium buildings: 11, 12, 14, 15. Unit numbers ending in the following two digits are located on the second floor: 21, 22, 24, 25.

DECLARATION
EXHIBIT "1", Page 2



WIMBLEDON PARK
A CONDOMINIUM

CONDOMINIUM BOOK 5
AND PAGE 54

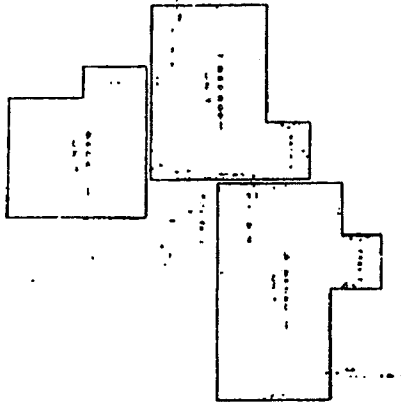
DECLARATION
EXHIBIT "1", Page 3

WIMBLEDON PARK
A CONDOMINIUM

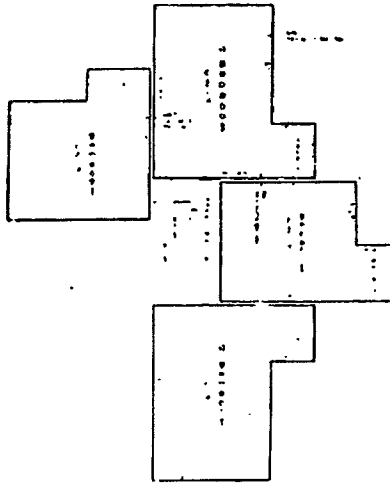
CONDOMINIUM BOOK 5
AND PAGE 55

34

6 UNIT STRUCTURE
PLAN



8 UNIT STRUCTURE
PLAN



2 STORY ELEVATION
SECTION A-A



2 STORY ELEVATION
SECTION B-B



BY-LAWS

OF

WIMBLEDON PARK - ORLANDO NO. 1, INC.

A CORPORATION NOT FOR PROFIT
UNDER THE LAWS OF THE STATE OF FLORIDA

ARTICLE I

IDENTITY

These are the By-Laws of WIMBLEDON PARK - ORLANDO NO. 1, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which have been filed in the Office of the Secretary of State of Florida. Said corporation, hereinafter called "ASSOCIATION", has been organized for the purpose of administering the operation and management of WIMBLEDON PARK NO. 1, a Condominium, hereinafter called "CONDOMINIUM", a residential condominium to be established in accordance with the laws of the State of Florida upon property in Orange County, Florida, by the recording in the Public Records of said County of a Declaration of Condominium.

(a) The provisions of these By-Laws are applicable to the CONDOMINIUM, and the terms and provisions hereof are expressly subject to the terms and provisions of the Articles of Incorporation and the Declaration of Condominium as said Declaration shall be recorded, the terms and provisions of said Articles of Incorporation and Declaration of Condominium to be controlling wherever the same may be in conflict with these By-Laws.

(b) All present or future owners, tenants, or their employees, or any other person that might use the CONDOMINIUM or any of the facilities thereof in any manner, are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and Declaration of Condominium.

(c) The office of the ASSOCIATION shall be at Orlando, Florida, or such other place as the Board of Directors shall determine from time to time.

(d) The fiscal year of the ASSOCIATION shall be the calendar year.

(e) The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, the word "FLORIDA", the words "CORPORATION NOT FOR PROFIT", and the year of incorporation an impression of which is as follows:

ARTICLE II

MEMBERSHIP, VOTING, QUORUM, PROXIES

(a) The qualification of Members, the manner of their admission to Membership and termination of such Membership, and voting by Members, shall be as set forth in Article VI of the Articles of Incorporation of the ASSOCIATION, the provisions of which Article IV

DECLARATION
EXHIBIT "2", Page 1

of the Articles of Incorporation are incorporated herein by reference.

(b) A quorum at Members' Meetings shall consist of persons entitled to cast a majority of the votes of the entire Membership. The joinder of a Member in the action of a Meeting by signing and concurring in the Minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

(c) The vote of the owners of a Unit owned by more than one person or by a corporation or other entity shall be cast by the person named in a Certificate signed by all of the owners of the Unit and filed with the Secretary of the ASSOCIATION, and such Certificates shall be valid until revoked by subsequent Certificate. If such a Certificate is not on file, the vote of such owners shall not be considered in determining the requirement for a quorum, nor for any other purpose. The person named in any such Certificate shall have the right to designate proxy or proxies to cast the vote of the owners of a Unit who have executed such Certificate. Provided, however, whenever any Unit is owned by husband and wife, absent any written notice by them to the contrary, the husband or wife, as the case may be, shall be treated and regarded as the agent and proxy of the other when in attendance at any Membership Meeting for the purpose of determining a quorum and casting the vote for each Unit owned by them, without necessity for filing of a Certificate.

(d) Votes may be cast in person or by proxy. Any proxy given shall be effective only for the specific meeting, for which originally given and any lawfully adjourned meetings 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 Unit owner executing it.

(e) Approval or disapproval of a Unit owner upon any matters, whether or not the subject of an ASSOCIATION Meeting, shall be by the same person who would cast the vote of such owner if in an ASSOCIATION Meeting.

(f) Except where otherwise required under the provisions of the Articles of Incorporation of the ASSOCIATION, these By-laws, the Declaration of Condominium, or where the same may otherwise be required by law, the affirmative vote of the owners of a majority of the Units represented at any duly called Members' Meeting at which a quorum is present shall be binding upon the Members.

(g) Cumulative voting is prohibited.

ARTICLE III

MEMBERSHIP MEETINGS

(a) The annual meeting of the Members shall be held at Orlando, Florida, on the third Tuesday in November of each year at the principal office of the ASSOCIATION or at such other place in Orange County, Florida, as may be set forth in the notice of said meeting.

(b) Special Members' Meetings shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors, and must be called by such Officers upon receipt of a written request from Members of the ASSOCIATION owning a majority of the Units.

(c) Written notice of all Members' Meetings, Regular or Special, shall be given by the President, Vice President, or Secretary of the ASSOCIATION, or other Officer of the ASSOCIATION.

in absence of said Officers, to each Member, unless waived in writing, such notice to state the time, place, and object for which the meeting is called. Said notice shall be sent by mail to each Unit owner, and the post office certificate of mailing shall be retained as proof of such mailing. Said notice shall be mailed at least fourteen (14) days prior to the meeting, and shall also be posted in a conspicuous place on the condominium property at least fourteen (14) days prior to the meeting. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such Member. If any Members' Meeting cannot be organized because a quorum has not attended, or because a greater percentage of the Membership required hereunder, by the Articles of Incorporation, the Declaration of Condominium, or By-Laws to constitute a quorum for particular purposes has not attended, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

(d) 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.

(e) The minutes of all meetings of Unit owners and 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.

(f) The order of business at Annual Members' Meetings, and, as far as practical, at any other Members' Meeting, shall be:

- i) Calling of the roll and certifying of proxies
- ii) Proof of notice of meeting or waiver of notice
- iii) Reading and disposal of any unapproved Minutes
- iv) Reports of Officers
- v) Reports of Committees
- vi) Appointment of Inspectors of Election by Chairman
- vii) Election of Directors
- viii) Unfinished business
- ix) New business
- x) Adjournment

(g) Until the time provided in Article IV, or until WIMBLEDON DEVELOPMENT CORPORATION, hereinafter referred to as DEVELOPER, elects to terminate its control of the ASSOCIATION or until Unit owners other than DEVELOPER have elected a majority of the Board of Directors, whichever first occurs, the proceedings of Members' meetings shall have no effect unless approved by the Board of Directors of ASSOCIATION.

ARTICLE IV

BOARD OF DIRECTORS

(a) The first Board of Directors of the ASSOCIATION shall be comprised of three (3) Members, being the persons named as Directors in the Articles of Incorporation. At the time of the first election of Directors in which DEVELOPER shall not be entitled to designate or appoint any Members of the Board of Directors, the Board of Directors shall be increased to five (5) Members and the Board shall thereafter be comprised of five (5) Members.

(b) At such time as Members other than DEVELOPER (which term includes its successor or survivor in event of its dissolution or merger or consolidation) own fifteen (15%) per cent or more of the Units, they shall be entitled to elect one-third (1/3) of the Members of the Board of Directors. Members other than DEVELOPER shall be entitled to elect a majority of the Members of the Board of Directors three (3) years after DEVELOPER has closed sales of fifty (50%) per cent of the Units, or three (3) months after DEVELOPER has closed sales of ninety (90%) per cent of the Units, or when no unsold units are any longer being offered for sale by DEVELOPER, whichever shall first occur. DEVELOPER shall be entitled to designate and select all Directors whom the other Members shall not be entitled to elect. When all Units have been sold by DEVELOPER in the ordinary course of business, DEVELOPER shall no longer be entitled to designate and select any Directors, and the Members other than DEVELOPER shall then be entitled to elect all Directors. DEVELOPER shall be entitled to elect not less than one (1) member of the Board of Directors as long as DEVELOPER holds any Unit in the CONDOMINIUM and offers it for sale in the ordinary course of business.

(c) Election of Directors shall be conducted in the following manner:

- (i) DEVELOPER shall, at the beginning of the election of the board of Directors, designate and select that number of the Members of the Board of Directors which it shall be entitled to designate and select in accordance with the provisions of these By-Laws and upon such designation and selection by DEVELOPER by written instrument presented to the Meeting at which such election is held, said individuals so designated and selected by DEVELOPER shall be deemed and considered for all purposes Directors of the ASSOCIATION, and shall thenceforth perform the offices and duties of such Directors until their successors shall have been selected or elected in accordance with the provisions of these By-Laws.
- (ii) All Members of the Board of Directors whom DEVELOPER shall not be entitled to designate and select under these By-Laws shall be elected by a plurality of the votes of the Members other than DEVELOPER cast at the Annual Meeting of the Members of the ASSOCIATION (or any Special Meeting called for the purpose of electing Directors) immediately following the designation and selection of the Members of the Board of Directors whom DEVELOPER shall be entitled to designate and select.
- (iii) Vacancies in the Board of Directors may be filled until the date of the next Annual Meeting by the remaining Directors, except that should any vacancy in the Board of Directors be created in any directorship previously filled by any person designated and selected by DEVELOPER such vacancy shall be filled by DEVELOPER designating and selecting, by written instrument delivered to any Officer of the ASSOCIATION, the successor Director to fill the vacated Directorship for the unexpired term thereof.
- (iv) Until the first Members' Meeting at which a Board of Directors of five (5) Members shall be elected, the term of office of each Director elected by the Members shall be from time of election to the next succeeding Members' Meeting. At the first meeting of the Members held at which a Board of Directors of five (5) Members shall be elected, the term of office of two (2) Directors receiving the highest plurality of votes shall be from the date of their election until the

second succeeding Annual Members' Meeting and the term of office of the remaining Directors shall be from the date of their election until the next succeeding Annual Members' Meeting. After the election of the first Board of Directors of five (5) Members, as many Directors of the ASSOCIATION shall be elected at the Annual Meeting of Members as there are regular terms of office of Directors expiring at such time, and the term of office of the Directors each year shall be for two (2) years expiring at the second Annual Meeting of Members following their election, and thereafter until their successors are duly elected and qualified, or until removed in the manner elsewhere provided in these By-Laws, or as may be provided by law.

- (v) In the election of Directors, there shall be appurtenant to each Unit as many votes for Directors as there are Directors to be elected, provided, however, that no Member or owner of any Unit may cast more than one (1) vote for any person nominated as a Director, it being the intent hereof that voting for Directors shall be non-cumulative.
- (vi) In the event that DEVELOPER, in accordance with the privilege granted to it, selects any person or persons to serve on any Board of Directors of the ASSOCIATION, the said DEVELOPER shall have the absolute right, at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on said Board of Directors. Replacements of any person or persons designated by DEVELOPER to serve on any Board of Directors of the ASSOCIATION shall be made by written instrument delivered to any Officer of the ASSOCIATION, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from said Board of Directors. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by DEVELOPER to any Officer of the ASSOCIATION. Whenever DEVELOPER'S right to designate and select a Director or Directors expires, the DEVELOPER shall forthwith cause any of its Director or Directors then serving to resign and the remaining Director or Directors shall immediately fill such vacancy or vacancies.

(d) The Organization Meeting of a new elected Board of Directors shall be held within ten (10) days of their election, at such time and at such place as shall be fixed by the Directors at the Meeting at which they were elected, and no further notice of the Organization Meeting shall be necessary provided a quorum shall be present.

(e) 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 shall be given to each Director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such Meeting, unless notice is waived. Special Meetings of the Directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the votes of the Board. Not less than three (3) day's notice of a Meeting shall be given to each Director, personally or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the Meeting. Any Member may attend any Meeting of the Board of Directors and notice of any Board Meeting shall

be posted in a conspicuous place on the CONDOMINIUM property at least forty-eight (48) hours prior to the Meeting, except in an emergency as determined by a majority of the Board at or before the Meeting. Notice mailed shall be deemed effective on the third day not a Saturday, Sunday, or legal holiday next following the date of mailing.

(f) Any Director may waive notice of a Meeting before or after the Meeting, and such waiver shall be deemed equivalent to the giving of notice.

(g) A quorum at a Directors' Meeting shall consist of the Directors entitled to a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a Meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws, or the Declaration of Condominium. If any Directors' Meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation, these By-Laws or the Declaration of Condominium the Directors who are present may adjourn the Meeting from time to time until a quorum is present. At any adjourned Meeting, any business which might have been transacted at the Meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a Meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Director for the purpose of Determining a quorum.

(h) The Presiding Officer of Directors' Meetings shall be the Chairman of the Board, if such an Officer has been elected; and if none, then the President shall preside. In the absence of the Presiding Officer, the Directors present shall designate one of their number to preside.

(i) All of the powers and duties of the ASSOCIATION shall be exercised by the Board of Directors, including those existing under the Common Law and Statutes, the Articles of Incorporation of the ASSOCIATION, these By-Laws, and the Declaration of Condominium. Such powers and duties shall be exercised in accordance with said Articles of Incorporation, these By-Laws, and the Declaration of Condominium, and shall include, without limiting the generality of the foregoing, the following:

- (i) To make, levy, and collect assessments against Members and Members' Units to defray the costs of the CONDOMINIUM, and to use the proceeds of said assessments in the exercise of the powers and duties granted unto the ASSOCIATION;
- (ii) The maintenance, repair, replacement, operation, and management of the CONDOMINIUM wherever the same is required to be done and accomplished by the ASSOCIATION for the benefit of its Members;
- (iii) The reconstruction of improvements after casualty, and the further improvement of the property, real and personal;
- (iv) To make and amend regulations governing the use of the property, real and personal, in the CONDOMINIUM, so long as such regulations or amendments thereto do not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles of Incorporation and Declaration of Condominium;

- (v) To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, including Units in the CONDOMINIUM, as may be necessary or convenient in the operation and management of the CONDOMINIUM, and in accomplishing the purposes set forth in the Declaration of Condominium;
- (vi) To contract for the management and maintenance of the condominium property and to authorize 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 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 Condominium Act, including but not limited to the making of assessments, promulgation of rules, and execution of contracts on behalf of the association.
- (vii) To pay all taxes and assessments which are liens against any part of the CONDOMINIUM other than Units and the appurtenances thereto, and to assess the same against the Members and their respective Units subject to such liens;
- (viii) To carry insurance for the protection of the Members and the ASSOCIATION against casualty and liability;
- (ix) To pay all costs of power, water, sewer, and other utility services rendered to the CONDOMINIUM and not billed to the owners of the separate Units; and
- (x) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the ASSOCIATION.

(j) The undertakings and contracts authorized by said first Board of Directors shall be binding upon the ASSOCIATION in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the Membership after the property identified herein has been submitted to the Plan of the Condominium Ownership and said Declaration of Condominium has been recorded, so long as any undertakings and contracts are within the scope of the powers and duties which may be exercised by the Board of Directors of the ASSOCIATION in accordance with all applicable condominium documents.

(k) Any one or more of the Members of the Board of Directors of the ASSOCIATION may be removed either with or without cause, at any time by a vote of the Members owning a majority of the Units, at any Special Meeting called for such purpose, or at the Annual Meeting; provided, however, that only DEVELOPER shall have the right to remove a Director appointed by it. A Special Meeting of the Owners of the Units to recall a Member or Members of the Board of Directors may be called in accordance with the provisions of Article III of these By-Laws.

ARTICLE V

OFFICERS

(a) The executive officers of the ASSOCIATION shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be preemptorily removed by vote of the Directors at any Meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

(b) The President shall be the Chief Executive Officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President of an association, including, but not limited to the power to appoint committees from among the members from time to time, as he may, in his discretion, determine appropriate, to assist in the conduct of the affairs of the ASSOCIATION.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the Minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a 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 secretary of an association as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the ASSOCIATION in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(f) All Officers shall serve at the pleasure of the Board of Directors and any Officer may be removed from office at any time, with or without cause, by a majority vote of the Board of Directors.

ARTICLE VI

FISCAL MANAGEMENT

The provisions for fiscal management of the ASSOCIATION set forth in the Declaration of Condominium and Articles of Incorporation are supplemented by the following provisions:

(a) The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such an account shall designate the name and address of the owner or owners, the amount of each assessment against the owners, the dates and amounts in which assessments come due, the amounts paid upon the account, and the balance due upon assessments. Assessments shall be paid to ASSOCIATION monthly on the first day of each month without demand or notice unless the amount of the assessments shall be changed, in which case written notice by mail or delivery shall be given each Member of the new assessment applicable to his Unit at least ten (10) days before the due date, but failure of notice shall not excuse nonpayment upon demand.

(b) The Board of Directors shall adopt a budget for each calendar year which shall contain estimates of the cost of performing the functions of the ASSOCIATION including all items required by the Declaration of Condominium and applicable law,

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and shall adopt proposed assessments against each Member. Copies of the proposed budget and proposed assessments shall be transmitted to each Member by mail at least thirty (30) days prior to the Meeting at which adoption of the budget is to be considered. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each Member concerned. Delivery of a copy of any budget or amended budget to each Member shall not affect the liability of any Member for any such assessments, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto, and nothing herein contained shall be construed as restricting the right of the Board of Directors to at any time in their sole discretion levy any additional assessment in the event that the budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management, or, in the event of emergencies.

(c) If a budget is adopted by the Board of Directors which requires assessment against the Unit owners in any fiscal or calendar year exceeding 115% of such assessments for the preceding year, upon written application of ten (10%) of the Unit owners to the Board of Directors, a special meeting of the Unit owners shall be held upon not less than ten (10) days written notice to each Unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which meeting the Unit owners shall consider and enact a budget. The revision or adoption of the budget shall require a vote of a majority of the whole number of all Unit owners. The Board of Directors may in any event propose a budget to the Unit owners at a meeting of Members (which may be the annual meeting) or by writing, and if such budget or proposed budget be approved by the Unit owners at the meeting, or by a majority of their whole number by a writing, such budget shall be adopted and such budget shall not thereafter be re-examined by the Unit owners in the manner hereinabove set forth. In determining whether assessments exceed 115% of similar assessments in prior years, there shall be excluded in the computation any authorized provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the CONDOMINIUM property or in respect of anticipated expenses by the ASSOCIATION which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded from such computation assessments for reserves for betterments to the CONDOMINIUM property. Provided, however, that so long as DEVELOPER is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than 115% of the prior fiscal or calendar year's assessment without the approval of a majority of the Unit owners.

(d) In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item.

(e) The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the ASSOCIATION shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

(f) An audit of the accounts of the ASSOCIATION shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each Member not later than April 1 of the year following the year for which the report is made.

(g) Fidelity Bonds shall be required by the Board of Directors from all Officers, Directors, and Employees of the ASSOCIATION who control or disburse funds of the ASSOCIATION. The amount of such Bonds shall be determined by the Directors. The premiums on such Bonds shall be paid by the ASSOCIATION.

ARTICLE VII

PARLIAMENTARY RULES

Roberts Rules of Order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation, these By-Laws, or Statutes of the State of Florida.

ARTICLE VIII

AMENDMENTS TO BY-LAWS

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to these By-Laws may be proposed by the Board of Directors of the ASSOCIATION acting upon vote of the majority of the Directors, or by Members of the ASSOCIATION owning a majority of the Units in the CONDOMINIUM, whether meeting as Members or by instrument in writing signed by them.

(b) Upon any amendment or amendments to these By-Laws being proposed by said Board of Directors or Members, such proposed amendment or amendments shall be transmitted to the President of the ASSOCIATION, or other Officer of the ASSOCIATION in absence of the President, who shall thereupon call a Special Joint Meeting of the Members of the Board of Directors of the ASSOCIATION and the Membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such Officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such Meeting in the same form and in the same manner as notice of the call of a Special Meeting of the Members is required as herein set forth. Notice of the subject matter of any proposed amendment shall be included in the notice of any meeting at which said proposed amendment is to be considered. No By-Law shall be revised or amended by reference to its title only. A proposal to amend existing By-Laws shall contain the full text of the By-Law to be amended; new words shall be inserted into the text and 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 form: "Substantial rewording of By-Law. See By-Law for present text." Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

(c) In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of the members owning not less than two-thirds (2/3) of the Units in the CONDOMINIUM. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the ASSOCIATION, and a copy thereof shall be recorded in the Public Records of the County in which the CONDOMINIUM is located within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

(d) At any Meeting held to consider such amendment or amendments to the By-Laws, the written vote of any Member of the ASSOCIATION shall be recognized if such Member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the ASSOCIATION at or prior to such Meeting.

(e) In the event that the Members owning the number of Units in the CONDOMINIUM necessary to pass any amendment or amendments to these By-Laws shall execute any instrument amending these By-Laws, the same shall be and constitute an amendment hereto in the same manner as though such amendment had been duly passed at a Meeting held to consider the same, and it shall not be necessary for the Meeting otherwise prescribed above to be held, and a copy of such amendment or amendments to the By-Laws, bearing the signature of the Member or Members, and certified by the President and Secretary of the ASSOCIATION as being the amendment or amendments so adopted by the Members, and that the persons signing the same are in fact Members of the ASSOCIATION owning the Units identified therein, shall be recorded in the Public Records of the County in which the CONDOMINIUM is located within ten (10) days from the date on which such amendment or amendments have been approved.

(f) Notwithstanding the foregoing provisions of this Article VIII, no amendment to these By-Laws which shall abridge, amend, or alter the right of DEVELOPER to designate and select Members of each Board of Directors of the ASSOCIATION, as provided in Article IV hereof, may be adopted or become effective without the prior written consent of DEVELOPER. Should the number of Members of the Board of Directors be changed by the Membership the number of Directors which DEVELOPER shall have the right to select and designate pursuant to Article IV shall be adjusted so that DEVELOPER shall be entitled to appoint the same proportion of the Board of Directors as when the Board consisted of three (3) Directors.

ARTICLE IX

RULES AND REGULATIONS

(a) The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance, management, and control of the common elements of the CONDOMINIUM, facilities, or services made available to the Unit owners. A copy of the rules and regulations adopted from time to time, as herein provided, shall be posted in a conspicuous place.

(b) The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the CONDOMINIUM Units. Copies of such rules and regulations, prior to the time the same become effective, shall be posted in a conspicuous place on the CONDOMINIUM property.

(c) In the event of any conflict between the rules and regulations adopted, as from time to time amended, and the CONDOMINIUM Documents or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration of Condominium, the provisions of said Declaration shall prevail.

The foregoing were adopted as the By-Laws of the ASSOCIATION at the First Meeting of the Board of Directors on the 22nd day of May, 1980.

Approved:

William D. Vore
VICE PRESIDENT

Glen Murray
SECRETARY

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FRACTIONAL OWNERSHIP IN COMMON ELEMENTS

Each Unit Owner in WIMBLEDON PARK NO. 1 - A CONDOMINIUM, shall own the following fractional interest in Common Elements and shall be responsible for the following fractional proportion of the Common Expenses of the Condominium:

UNIT NUMBER	ONE-BEDROOM UNITS	TWO-BEDROOM UNITS	THREE-BEDROOM UNITS
3298-11		349/63762	
3298-12	269/63762		
3298-14		349/63762	
3298-15	269/63762		
3298-21		349/63762	
3298-22	269/63762		
3298-24		349/63762	
3298-25	269/63762		
3296-11	269/63762		
3296-12		349/63762	
3296-14			405/63762
3296-21	269/63762		
3296-22		349/63762	
3296-24			405/63762
3294-11		349/63762	
3294-12	269/63762		
3294-14		349/63762	
3294-21		349/63762	
3294-22	269/63762		
3294-24		349/63762	
3294-25	269/63762		
3292-11	269/63762		
3292-12		349/63762	
3292-14			405/63762
3292-21	269/63762		
3292-22		349/63762	
3292-24			405/63762
3290-11		349/63762	
3290-12	269/63762		
3290-14		349/63762	
3290-15	269/63762		
3290-21		349/63762	
3290-22	269/63762		
3290-24		349/63762	
3290-25	269/63762		
3288-11	269/63762		
3288-12		349/63762	
3288-14			405/63762
3288-21	269/63762		
3288-22		349/63762	
3288-24			405/63762
3286-11		349/63762	
3286-12	269/63762		
3286-14		349/63762	
3286-15	269/63762		
3286-21		349/63762	
3286-22	269/63762		
3286-24		349/63762	
3286-25	269/63762		
3284-11		349/63762	
3284-12	269/63762		
3284-14		349/63762	
3284-15	269/63762		
3284-21		349/63762	
3284-22	269/63762		
3284-24		349/63762	
3284-25	269/63762		
3282-11	269/63762		
3282-12		349/63762	
3282-14	269/63762		
3282-15		349/63762	
3282-21	269/63762		
3282-22		349/63762	
3282-24	269/63762		
3282-25		349/63762	

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Description: Orange, FL Document-Book. Page 3118. 1714 Page: 40 of 55
Order: wimbledon Comment:

UNIT NUMBER	ONE-BEDROOM UNITS	TWO-BEDROOM UNITS	THREE-BEDROOM UNITS
3280-11		349/63762	
3280-12	269/63762		
3280-14		349/63762	
3280-15	269/63762		
3280-21		349/63762	
3280-22	269/63762		
3280-24		349/63762	
3280-25	269/63762		
3278-11	269/63762		
3278-12		349/63762	
3278-14	269/63762		
3278-15		349/63762	
3278-21	269/63762		
3278-22		349/63762	
3278-24	269/63762		
3278-25		349/63762	
3276-11		349/63762	
3276-12	269/63762		
3276-14		349/63762	
3276-15	269/63762		
3276-21		349/63762	
3276-22	269/63762		
3276-24		349/63762	
3276-25	269/63762		
3274-11		349/63762	
3274-14	269/63762		
3274-15		349/63762	
3274-21	269/63762		
3274-22		349/63762	
3274-24	269/63762		
3274-25		349/63762	
3272-11	269/63762		
3272-12		349/63762	
3272-14	269/63762		
3272-15		349/63762	
3272-21	269/63762		
3272-22		349/63762	
3272-24	269/63762		
3272-25		349/63762	
3270-11		349/63762	
3270-12	269/63762		
3270-14		349/63762	
3270-15	269/63762		
3270-21		349/63762	
3270-22	269/63762		
3270-24		349/63762	
3270-25	269/63762		
3254-11			405/63762
3254-12		349/63762	
3254-14	269/63762		
3254-21			405/63762
3254-22		349/63762	
3254-24	269/63762		
3252-11			405/63762
3252-12		349/63762	
3252-14	269/63762		
3252-21			405/63762
3252-22		349/63762	
3252-24	269/63762		
3250-11		349/63762	
3250-12	269/63762		
3250-14		349/63762	
3250-15	269/63762		
3250-21		349/63762	
3250-22	269/63762		
3250-24		349/63762	
3250-25	269/63762		
3248-11	269/63762		
3248-12		349/63762	
3248-14			405/63762

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UNIT NUMBER	ONE-BEDROOM UNITS	TWO-BEDROOM UNITS	THREE-BEDROOM UNIT
3248-21	269/63762		
3248-22		349/63762	
3248-24			405/63762
3246-11	269/63762		
3246-12		349/63762	
3246-14	269/63762		
3246-15		349/63762	
3246-21	269/63762		
3246-22		349/63762	
3246-24	269/63762		
3246-25		349/63762	
3244-11			405/63762
3244-12		349/63762	
3244-14	269/63762		
3244-21			405/63762
3244-22		349/63762	
3244-24	269/63762		
3242-11	269/63762		
3242-12		349/63762	
3242-14	269/63762		
3242-15		349/63762	
3242-21	269/63762		
3242-22		349/63762	
3242-24	269/63762		
3240-11		349/63762	
3240-12	269/63762		
3240-14		349/63762	
3240-15	269/63762		
3240-21		349/63762	
3240-27	269/63762		
3240-24		349/63762	
3240-25	269/63762		
3238-11		349/63762	
3238-12	269/63762		
3238-14		349/63762	
3238-15	269/63762		
3238-21		349/63762	
3238-22	269/63762		
3238-24		349/63762	
3238-25	269/63762		
3236-11	269/63762		
3236-12		349/63762	
3236-14	269/63762		
3236-15		349/63762	
3236-21	269/63762		
3236-22		349/63762	
3236-24	269/63762		
3236-25		349/63762	
3234-11	269/63762		
3234-12		349/63762	
3234-14	269/63762		
3234-15		349/63762	
3234-21	269/63762		
3234-22		349/63762	
3234-24	269/63762		
3234-25		349/63762	
3232-11		349/63762	
3232-12	269/63762		
3232-14		349/63762	
3232-15	269/63762		
3232-21		349/63762	
3232-22	269/63762		
3232-24		349/63762	
3232-25	269/63762		

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State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WIMBLEDON PARK - ORLANDO NO. 1, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on May 21, 1980, as shown by the records of this office.

The charter number for this corporation is 752562.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
23rd day of May, 1980.



George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OF

WIMBLEDON PARK - ORLANDO NO. I, INC.

In order to form a corporation under and in accordance with the provisions of Chapter 617, Florida Statutes, for the formation of corporations not for profit, we, the Undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we, by these Articles of Incorporation, set forth:

ARTICLE I

NAME OF CORPORATION

The name of this corporation shall be WIMBLEDON PARK - ORLANDO NO. I, INC.

ARTICLE II

PURPOSE

The purposes and objects of the Corporation shall be:

1. To administer the operation and management of WIMBLEDON PARK NO. I, a condominium located in Orange County, Florida, hereinafter in these Articles of Incorporation referred to as the "CONDOMINIUM."
2. To undertake the performance of the acts and duties incident to the administration of the operation and management of said CONDOMINIUM in accordance with the terms, provisions, conditions, and authorizations contained in these Articles of Incorporation, and which may be contained in the formal Declaration of Condominium which will be recorded in the Public Records of Orange County at the time said property, and the improvement now or hereafter situate thereon, are submitted to a Plan of Condominium Ownership; and
3. To own, operate, lease, sell, trade, and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of said CONDOMINIUM.

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4. To be the association required by §718.112, Florida Statutes, for the purpose of operating the CONDOMINIUM.

The Corporation shall be conducted as a non-profit organization for the benefit of its Members.

ARTICLE III

POWERS

The Corporation shall have the following powers:

1. The Corporation shall have all of the powers and privileges granted to corporations not for profit under Chapter 617, Florida Statutes, and all of the powers and privileges which may be granted unto said Corporation or exercised by it under any other applicable laws of the State of Florida, including the Condominium Act; and

2. The Corporation shall have all of the powers to exercise, undertake, and accomplish all of the rights, duties, and obligations which may be granted to or imposed upon the Corporation pursuant to the Declaration of Condominium aforementioned, and as may be reasonably necessary to implement and effectuate the purposes of the Corporation, including but not limited to the following:

(a) To make and establish reasonable rules and regulations governing the use of the property and facilities comprising the CONDOMINIUM as said terms may be defined in said Declaration of Condominium to be recorded;

(b) To levy and collect assessments against Members of the Corporation to defray the Common Expenses of the CONDOMINIUM as may be provided in said Declaration of Condominium and in the By-Laws of this Corporation which may be hereafter adopted, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with any property, whether real or personal, which may be necessary or convenient in the operation and

management of the CONDOMINIUM and in accomplishing the purposes set forth in said Declaration of Condominium; and,

(c) To maintain, repair, replace, operate, and manage the CONDOMINIUM and the property comprising same, including the right to reconstruct improvements after casualty and to make further improvements on the CONDOMINIUM property; and,

(d) To contract for the management and maintenance of the condominium property and to authorize 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 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 Condominium Act, including but not limited to the making of assessments, promulgation of rules, and execution of contracts on behalf of the association.

(e) To enforce the provisions of said Declaration of Condominium, these Articles of Incorporation, the By-Laws of the Corporation which may be hereafter adopted, and the Rules and Regulations governing the use of CONDOMINIUM as same may be hereafter established.

3. No part of the net earnings of this Corporation may inure to the benefit of any private individual within the meaning of §528, Internal Revenue Code of the United States.

ARTICLE IV

MEMBERSHIP

The qualification of the Members, the manner of their admission to membership and termination of such membership, and voting by Members shall be as follows:

1. This Corporation shall be organized without capital stock. This Corporation shall not have or issue shares of stock. No dividends shall be paid, and no part of the income of the Corporation shall be distributed to its members, directors, or officers, provided, however, that the Corporation may pay reasonable compensation for services rendered so long as no inurement under §528 of the Internal Revenue Code occurs.

2. The owners of all Units in the CONDOMINIUM shall be members of the Corporation, and no other persons or entities shall be entitled to membership, except as provided in Item (6) of this Article.

3. Membership shall be established by the acquisition of fee title to a Unit (as such term shall be defined in the Declaration of Condominium) in the CONDOMINIUM, or by acquisition of a fee ownership interest therein, whether by conveyance, devise, judicial decree, or otherwise, and the Membership of any party shall be automatically terminated upon his being divested of all title to or his entire fee ownership interest in any Unit, except that nothing herein contained shall be construed as terminating the Membership of any party who may own two or more Units, or who may own a fee ownership interest in two or more Units, so long as such party shall retain title to or a fee ownership interest in any Unit.

4. The interest of a Member in the funds and assets of the Corporation cannot be assigned, hypothecated, or transferred in any manner, except as an appurtenance to his Unit. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held, or used for the benefit of the Membership and for the purposes authorized herein, in the Declaration of Condominium, and in the By-Laws which may be hereafter adopted.

5. On all matters on which the Membership shall be entitled to vote, there shall be only one vote for each Unit in the

CONDOMINIUM, which vote may be exercised or cast by the owner or owners of each Unit in such manner as may be provided in the By-Laws hereafter adopted by the Corporation. Should any Member own more than one Unit, such Member shall be entitled to exercise or cast as many votes as he owns Units, in the manner provided by said By-Laws.

6. Until such time as the Declaration of Condominium shall be recorded in said County, the Membership of the Corporation shall be comprised of the Subscribers of these Articles, each of which Subscribers shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

ARTICLE V

CORPORATE EXISTENCE

The Corporation shall have perpetual existence unless sooner dissolved by law.

ARTICLE VI

CORPORATE OFFICES AND AGENT

The street address of the initial registered office of the Corporation is Suite 600, Southeast Bank Building, 201 East Pine Street, Orlando, Florida 32802, and the name of the initial registered agent of the Corporation is Ronald A. Harbert. Such registered agent and office may be changed from time to time as the Board of Directors of the Corporation may determine.

ARTICLE VII

OFFICERS

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice President, Secretary, and Treasurer, and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a Managing Agent and/or such other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and

management of the CONDOMINIUM, and the affairs of the Corporation, and any such person or entity may be so employed without regard to whether such person or entity is a Member of the Corporation or a Director or Officer of the Corporation, as the case may be.

The Board of Directors shall elect a President, Vice President, Secretary, and Treasurer, and as many Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be a Member of the Board of Directors, but no other Officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of the President and Secretary or Assistant Secretary be held by the same person. The election of Officers shall be held annually at the first meeting of each Board of Directors next following the Annual Meeting of the Membership and vacancies in offices shall be filled by election by the Board of Directors as same occur.

ARTICLE VIII

DIRECTORS

The number of Members of the first Board of Directors of the Corporation shall be three (3). The number of Members of succeeding Boards of Directors shall be as provided from time to time by the By-Laws of the Corporation. The Members of the Board of Directors shall be elected by the Members of the Corporation at the Annual Meeting of the Membership as provided by the By-Laws of the Corporation, and at least a majority of the Board of Directors shall be Members of the Corporation or shall be authorized representatives, officers, or employees of a corporate Member of the Corporation. Notwithstanding the foregoing, so long as WIMBLEDON DEVELOPMENT CORPORATION, herein called "DEVELOPER" (which term shall include its successors in such capacity, or its survivor in

the event of corporate merger or consolidation) owns more than eighty-five (85%) per cent of Units in the CONDOMINIUM, DEVELOPER shall be entitled to designate and appoint all Members of the Board of Directors. At such time as Members, other than DEVELOPER, own fifteen (15%) per cent or more of the Units in the CONDOMINIUM, they shall be entitled to elect one-third (1/3) of the Membership of the Board of Directors. Members other than DEVELOPER shall be entitled to elect a majority of the Members of the Board of Directors three (3) years after DEVELOPER has closed sales of fifty (50%) per cent of the Units, or three (3) months after DEVELOPER has closed sales of ninety (90%) per cent of the Units, or when no unsold units are any longer being offered for sale by DEVELOPER, whichever shall first occur. DEVELOPER shall be entitled to designate and appoint all Directors whom the other Members shall not be entitled to elect.

ARTICLE IX

BY-LAWS

The original By-Laws of the Corporation shall be adopted by majority vote of the Board of Directors. The By-Laws may be altered or rescinded only by the Membership in such manner and by such vote as said By-Laws may provide.

ARTICLE X

INITIAL BOARD OF DIRECTORS

The names and Post Office addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of Florida, shall hold office until their successors are elected and have qualified, are as follows:

Ronald A. Harbert	Suite 600, Southeast Bank Building 201 East Pine Street, Orlando, FL 32802
David L. Evans	Suite 600, Southeast Bank Building 201 East Pine Street, Orlando, FL 32802
Steven R. Bechtel	Suite 600, Southeast Bank Building 201 East Pine Street, Orlando, FL 32802

DECLARATION
EXHIBIT "4", Page 7

ARTICLE XI

SUBSCRIBERS

The Subscribers to these Articles of Incorporation are the three (3) persons herein named to act and serve as Members of the first Board of Directors of the Corporation, the names of which Subscribers and their respective Post Office addresses are more particularly set forth in Article X above.

ARTICLE XII

INITIAL OFFICERS

The Officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

President	-	William O. Vose
Vice President	-	Clifford J. Preminger
Secretary	-	Ellon Murray
Treasurer	-	Thomas M. Schaecher

ARTICLE XIII

INDEMNIFICATION

Every Director and every Officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or Officer of the Corporation, whether or not he is a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation.

DECLARATION
EXHIBIT "4", Page 8

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

ARTICLE XIV

AMENDMENTS

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the Directors, or by the Members of the Corporation owning a majority of the Units in the CONDOMINIUM, whether meeting as Members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or Members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other Officer of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the Members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than ten (10) nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the Member at his Post Office Address as it appears on the records of the Corporation, the postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the Meeting, shall

DECLARATION
EXHIBIT "4", Page 9

be deemed equivalent to the giving of such notice to such Member. At such Meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of the Members owning not less than two-thirds (2/3) of the Units in the CONDOMINIUM in order for such Amendment or Amendments to become effective. Thereupon, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the Office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of the County in which the CONDOMINIUM is located, within ten (10) days from the date on which the same are so registered. At any Meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any Member of the Corporation shall be recognized, if such Member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such Meeting.

In the event that the Members owning the number of Units in the CONDOMINIUM necessary to pass any Amendment or Amendments to these Articles of Incorporation shall execute an instrument amending these Articles of Incorporation, the same shall be and constitute, when duly registered in the Office of the Secretary of State, a valid Amendment to these Articles of Incorporation, and it shall not be necessary for the Meeting otherwise prescribed above to be held.

Notwithstanding the foregoing provisions of this Article XIV, no Amendment to these Articles of Incorporation which shall abridge, amend, or alter the right of DEVELOPER to designate and select Members of each Board of Directors of the Corporation, as

provided in Article VIII hereof, may be adopted or become effective without the prior written consent of DEVELOPER.

IN WITNESS WHEREOF, the Subscribers have hereunto set their hands and seals, this 14th day of May, A.D. 19 80.

Ronald A. Harbert (SEAL)
David L. Evans (SEAL)
Steven R. Bechtel (SEAL)

STATE OF FLORIDA)
COUNTY OF ORANGE) ss.

BEFORE ME, the Undersigned Authority, personally appeared Ronald A. Harbert, David L. Evans and Steven R. Bechtel, who, upon being by me first duly sworn, acknowledged that they executed the foregoing Articles of incorporation for the purposes therein expressed, this 14th day of May, A.D. 19 80.

LaVonne R. Jernigan (SEAL)
NOTARY PUBLIC
State of Florida at Large

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires Nov 7 1982
Bonded By American Fidelity & Casualty Company

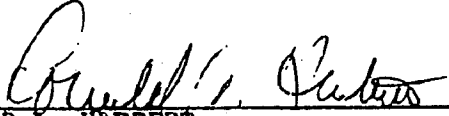
CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE
FOR THE SERVICE OF PROCESS WITHIN THIS STATE, NAMING
AGENT UPON WHOM PROCESS MAY BE SERVED

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That WIMBLEDON PARK - ORLANDO NO. 1, INC., desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation in the City of Orlando, County of Orange, State of Florida, has named RONALD A. HARBERT, located at Suite 600, Southeast National Bank Bldg., 201 East Pine Street, P. O. Box 2854, Orlando, Florida 32802, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.



RONALD A. HARBERT

RECORDED & RECORD VERIFIED


County Comptroller, Orange Co., Fla.

DECLARATION
EXHIBIT "4", Page 12

WIMBLETON PARK NO. 1 - A CONDOMINIUM
NOTICE OF MAINTENANCE ASSESSMENTS

I. THE "WIMBLETON PARK - ORLANDO NO. 1, INC., A FLORIDA NON-PROFIT CONDOMINIUM ASSOCIATION CORPORATION LOCATED IN ORANGE COUNTY, FLORIDA, SERVES PUBLIC NOTICE TO ALL PROSPECTIVE PURCHASERS AND SELLERS OF UNITS IN WIMBLETON PARK NO. 1 - A CONDOMINIUM AND TO ALL OTHER PERSONS IT MAY CONCERN THAT THE DECLARATION OF CONDOMINIUM FOR WIMBLETON PARK NO. 1 - A CONDOMINIUM AS RECORDED AT OFFICIAL RECORDS BOOK 3118, PAGE 1714 PUBLIC RECORDS OF ORANGE COUNTY FLORIDA CONTAINS A COVENANT REQUIRING EACH UNIT OWNER AT WIMBLETON PARK NO. 1 - A CONDOMINIUM TO BE A MEMBER OF THE WIMBLETON PARK - ORLANDO NO. 1, INC., AND FURTHER PROVIDES THAT EACH UNIT SHALL BE ASSESSED CONDOMINIUM ASSESSMENTS. FAILURE TO PAY THE ASSESSMENTS MAY RESULT IN A LIEN BEING FILED AGAINST THE SUBJECT UNIT WHICH LIENS MAY BE FORECLOSED. NO OWNER MAY WAIVE OR OTHERWISE ESCAPE LIABILITY FOR THE ASSESSMENTS.

II. UNTIL FURTHER NOTICE SENTRY MANAGEMENT, INC. IS THE MANAGEMENT COMPANY FOR WIMBLETON PARK NO. 1 AND THE PRESIDENT THEREOF, JAMES HART, IS HEREBY APPOINTED AGENT ON BEHALF OF WIMBLETON PARK - ORLANDO NO. 1, INC. FOR THE PURPOSE OF COLLECTING ASSESSMENTS AND FOR THE PURPOSE OF FILING AND SATISFYING ASSESSMENT LIENS FOR WIMBLETON PARK - ORLANDO NO. 1.

THIS NOTICE WAS UNANIMOUSLY PASSED AND ADOPTED AT A MEETING OF THE BOARD OF DIRECTORS OF THE WIMBLETON PARK - ORLANDO NO. 1, INC., ON THE 1st DAY OF March, 1983.

WIMBLETON PARK -
ORLANDO NO. 1, INC.

(SEAL) NA

BY: [Signature]
President

Attest:

[Signature]
Secretary

STATE OF FLORIDA)
COUNTY OF ORANGE)

Before me this day, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared RONALD E. CAPORI, as President and MICHAEL L. FOWLER, as Secretary, to me known to be the persons described in and who executed the foregoing instrument, and they acknowledged before me that they executed the same.

WITNESS MY hand and official seal in the County and State last aforesaid this the 8TH day of DECEMBER, 1983.

(Notarial Seal)

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires March 10, 1985
Bonded by Assure for A. County Council

RECORDED & RECORD VERIFIED

[Signature]
County Comptroller, Orange Co., FL

*Return: SENTRY Management
PO. Box 3109
Longwood, Florida 32779-2007*

DECLARATION OF COVENANTS AND RESTRICTIONS

FOR

WIMBLEDON PARK SUBDIVISION

Orlando, Florida

(A Planned Unit Development)

KNOW ALL MEN BY THESE PRESENTS:

THAT, WIMBLEDON DEVELOPMENT CORPORATION, a Florida corporation, being the owner of all of the real property situate in Orlando, Orange County, Florida, hereinafter described, and being desirous of subjecting said real property to certain covenants, restrictions, reservations, servitudes, easements, charges, and liens established and provided in these COVENANTS for the present and future use, benefit, and enjoyment of the parties hereafter identified, does hereby declare and submit said real property to the following covenants, restrictions, reservations, servitudes, easements, charges, and liens which are hereby declared to be Covenants Running With The Land, and subject to which covenants, restrictions, reservations, servitudes, easements, charges, and liens the said real property shall be held, transferred, sold, conveyed, used, and occupied.

I

DEFINITION OF TERMS

Wherever used in these COVENANTS, the following terms shall have the following meanings:

- 1). ASSOCIATION. Wimbledon Park Recreation Association, Inc., a Florida corporation not for profit.
- 2). ARTICLES. The Articles of Incorporation of ASSOCIATION.
- 3). BY-LAWS. The By-Laws of ASSOCIATION.
- 4). CONSTITUENT ASSOCIATIONS. The condominium associations, cooperative corporations, townhouse associations, homeowner associations, or owner of any rental apartment building or complex, now in existence or hereafter created for the administration of condominium, cooperative, townhouse, or other residential development on portions of the PROPERTY.

DEVELOPER. WIMBLEDON DEVELOPMENT CORPORATION, a Florida corporation and its successors by merger or consolidation, and shall include any successor to whom WIMBLEDON DEVELOPMENT CORPORATION shall

Kedron M. Daniel & Co., P.A.

THIS INSTRUMENT WAS PREPARED BY:

Name Daniel & Co., P.A.
Malear, Harbert, Bechel & Phelan, P.A.
Attorneys at Law

600 SOUTHEAST NATIONAL BANK BUILDING
P. O. BOX 2354 ORLANDO, FLORIDA 32802

convey any portion of TRACTS 1, 3, 4, and 5 as same are hereinafter defined, if in the deed of conveyance or other instrument recorded in the Public Records of Orange County, Florida, simultaneously with the recording of the deed of conveyance, DEVELOPER shall name and appoint said Grantee as its Successor Developer and state its own retirement as Developer.

- 6). PROPERTY. That real property located in Orange County, Florida known as WIMBLEDON PARK SUBDIVISION and described in Schedule "A" attached hereto. The PROPERTY, for purposes of this and other related documents, has been divided into five tracts, TRACT 1, TRACT 2, TRACT 3, TRACT 4, and TRACT 5. Said TRACTS are described and depicted in said Schedule "A".
- 7). RECREATION PARCEL. TRACT 2 of the property described in Paragraph above and all improvements now or hereafter situated thereon, less that portion of TRACT 2 constituting the EASEMENT PARCEL as described in Paragraph 8 below.
- 8). EASEMENT PARCEL. That portion of TRACT 2 described in Schedule "B" attached hereto.
- 9). UNIT. A single one-family dwelling unit or private dwelling located on any portion of the PROPERTY provided that such portion of the PROPERTY shall have been submitted to the operation and effect of the COVENANTS as herein provided. A UNIT may be contained in an apartment building, may have a common wall or walls with other units, or may be a detached, free-standing dwelling unit. A UNIT may be a rental UNIT contained in a rental apartment building or complex.
- 10). UNIT OWNER. The owner or owners of the fee simple title to any UNIT.
- 11). PRIVATE ROAD EASEMENT. The Private Road Easement dated May 22, 1970, ~~1970~~ made by DEVELOPER covering EASEMENT PARCEL recorded in Official Records Book 9118, at Page 1662, in the Public Records of Orange County, Florida.

II

PURPOSE OF COVENANTS

The Plan of Development for PROPERTY has been established as a Planned Unit Development, although not zoned as such, as the layout and location of the TRACTS comprising PROPERTY are such that they lend themselves and require that the same be treated for all uses and purposes as a Planned Unit Development. DEVELOPER is the owner of PROPERTY, and the current status of development of PROPERTY is as follows: Upon TRACT 1 there are presently existing apartment buildings which are about to be submitted to a condominium regime which will be known as WIMBLEDON PARK NO. 1 - A CONDOMINIUM, containing 202 UNITS, and which will be administered by WIMBLEDON PARK - ORLANDO NO. 1, INC., a Florida non-profit corporation, a CONSTITUENT ASSOCIATION; upon TRACT 2, there are presently existing certain recreational facilities, and also on TRACT 2 there presently exist provision for utilities and an accessway or roadway which provides a means of ingress and egress to and from and between, all of the other TRACTS. There are currently no improvements on TRACTS 3, 4, and 5.

These COVENANTS are established and imposed for the present and future use, benefit, and enjoyment of the owner or owners of TRACTS 1, 3, 4, and 5 and the members of ASSOCIATION and such other parties as may be authorized or licensed to use the same by ASSOCIATION, all as set forth under the terms and provisions of the ARTICLES, BY-LAWS, and these COVENANTS. Said parties now or hereafter having the right to use the RECREATION PARCEL and EASEMENT PARCEL have or will have a community of interests and are or will be entitled to the use,

benefit, and enjoyment of the EASEMENT PARCEL and RECREATION PARCEL as provided in the ARTICLES, BY-LAWS, and these COVENANTS. The COVENANTS establish the basis upon which the ASSOCIATION will own, administer, repair, replace, maintain, operate, and manage said EASEMENT PARCEL and RECREATION PARCEL, and establish as hereinafter set forth the basis upon which levies and assessments may be made against UNIT OWNERS and their UNITS, and a lien may be had upon the UNITS, to provide the funds for the ASSOCIATION to accomplish its purposes.

III

OWNERSHIP OF RECREATION PARCEL AND EASEMENT PARCEL

The RECREATION PARCEL and EASEMENT PARCEL, subject to the PRIVATE ROAD EASEMENT upon EASEMENT PARCEL, shall be conveyed by DEVELOPER to ASSOCIATION simultaneously with the recording of these COVENANTS, or immediately following recording of same. ASSOCIATION shall own, administer, repair, replace, maintain, operate, and manage RECREATION PARCEL and EASEMENT PARCEL, including all facilities and improvements now or hereafter located in, to, or upon said RECREATION PARCEL and EASEMENT PARCEL, and any PERSONAL PROPERTY which may now or hereafter be used in connection therewith, and may improve all of the same in accordance with the provisions of the ARTICLES and BY-LAWS of ASSOCIATION, and these COVENANTS.

The ASSOCIATION shall have the right to convey EASEMENT PARCEL to any governmental authority which will accept the dedication of the same as a public right of way, and from the date of such conveyance and dedication, the rights, obligations, and duties of ASSOCIATION pertaining to EASEMENT PARCEL under PRIVATE ROAD EASEMENT and under these COVENANTS shall cease, and the rights, duties, and obligations of the ASSOCIATION shall thereafter pertain solely to the RECREATION PARCEL for its relationship to the present and future owner or owners of TRACTS 1, 3, 4, and 5.

IV

THE EASEMENT PARCEL

The EASEMENT PARCEL, as provided under the PRIVATE ROAD EASEMENT, and subject thereto, whether or not any TRACTS are submitted to the effect and operation of these COVENANTS, shall be used as provided under said PRIVATE ROAD EASEMENT and for the following purposes: The installation, repair, replacement, and maintenance, on a non-exclusive basis, of lines, mains, and facilities for the transmission and provision of utilities, cable vision, and the like, to serve TRACTS 1, 2, 3, 4, and 5, all as the rights for such uses may be now or hereafter dedicated and/or granted of record; and a roadway and accessway to and from, and between, said TRACTS 1, 2, 3, 4, and 5. All such uses shall be subject to such reasonable rules and regulations as may be adopted and promulgated by ASSOCIATION governing said EASEMENT PARCEL. Under no circumstances may the present or future owner or owners of said TRACTS 1, 2, 3, 4, and 5 or their respective tenants, guests, and invitees, be denied the use of the EASEMENT PARCEL for the aforescribed purposes, although such use shall be pursuant to the aforesaid reasonable rules and regulations established and promulgated by ASSOCIATION from time to time. The foregoing right in favor of said present and future owner or owners of said TRACTS shall exist regardless of whether any levies and assessments, or liens to secure the same, are paid to the ASSOCIATION, without the foregoing operating to relieve any party from liability for any said levies and assessments and/or lien therefor as provided herein where applicable.

The ASSOCIATION shall have the right to grant non-exclusive easements to others into and over the EASEMENT PARCEL as it shall determine from time to time for ingress and egress and for utilities. DEVELOPER,

so long as it shall be the owner of the UNITS which have been submitted to the operation and effect of the COVENANTS or so long as it shall own any portion of the Eligible Property, whichever shall be later, shall have the right to grant non-exclusive easements for ingress and egress and for utilities into and over the EASEMENT PARCEL as an appurtenance to any UNITS or any portion of the PROPERTY which it may then own, and for such purpose the ASSOCIATION by acceptance of conveyance of title to EASEMENT PARCEL shall be conclusively deemed to have granted to DEVELOPER an irrevocable power of attorney coupled with an interest.

V

THE RECREATION PARCEL

The RECREATION PARCEL shall be used by the parties entitled thereto under provisions of the ARTICLES, BY-LAWS, and these COVENANTS, in compliance therewith and such reasonable rules and regulations as may be promulgated by ASSOCIATION governing the use of the RECREATION PARCEL and the improvements thereon and personal property used in connection therewith. The parties entitled to the use of the RECREATION PARCEL shall be established and determined, and limited, as provided in the ARTICLES, BY-LAWS, and these COVENANTS.

The use of RECREATION PARCEL, the rules and regulations relating thereto, and the fees and charges therefor, shall be as the ASSOCIATION may establish and approve from time to time, subject to the rights of the DEVELOPER, all as set forth in the ARTICLES and BY-LAWS. The right of ASSOCIATION to make, levy, assess, and collect fees and charges for use of RECREATION PARCEL (and EASEMENT PARCEL) shall be mandatory, and all UNIT OWNERS and their UNITS subject to the provisions hereof shall be bound thereby, and such UNIT OWNERS may not avoid any liability for the assessments provided for herein whether or not such UNIT OWNERS do or do not use the RECREATION PARCEL.

All UNIT OWNERS and their UNITS subject to the effect and operation of these COVENANTS shall automatically have, and said UNIT OWNERS are hereby given, as an appurtenance to each UNIT, the non-severable right and privilege of use of the RECREATION PARCEL, its improvements, and the personal property, for all lawful reasonable and customary purposes, subject to the reasonable rules and regulations adopted and promulgated from time to time by ASSOCIATION. Such appurtenant right of use of RECREATION PARCEL will extend to the families of UNIT OWNERS (and their tenants, guests, and invitees pursuant to the rules and regulations of ASSOCIATION), persons designated by any corporate unit owners who may then have the right to use any UNIT, and said RECREATION PARCEL may be used by the DEVELOPER or others as such right may be reserved in the ARTICLES, BY-LAWS, and in these COVENANTS. The right to use the RECREATION PARCEL automatically includes the right to use the EASEMENT PARCEL for ingress and egress.

VI

BINDING EFFECT

UNIT OWNERS, by virtue of their ownership of any UNIT, and all parties residing in any UNIT, and all present and future or all owners of all Eligible Property and the DEVELOPER, shall be bound by the provisions of the ARTICLES, BY-LAWS, and these COVENANTS, and by the reasonable rules and regulations which may be adopted and promulgated by the ASSOCIATION governing use of RECREATION PARCEL and EASEMENT PARCEL from time to time, and the provisions of the ARTICLES, BY-LAWS, and these COVENANTS, and all said rules and regulations adopted and promulgated by ASSOCIATION, may be enforced by ASSOCIATION as provided herein and as may be provided under applicable law, including court action, suspension of the privilege of use and enjoyment of the RECREATION PARCEL, and levying

reasonable fines for violations which must be paid as a condition precedent to the continued or resumption of use and enjoyment by any other violator after violation. The ASSOCIATION may be entitled to have and seek damages and other injunctive relief against violators, and no action by ASSOCIATION shall be deemed to be a waiver of any other right, remedy, or privilege available to it.

VII

PROPERTY SUBJECT TO COVENANTS:
ELIGIBLE PROPERTY: SUBMISSION AND WITHDRAWAL

- 1). RECREATION PARCEL, EASEMENT PARCEL, TRACT 1. Upon the recording in the Public Records of Orange County of the COVENANTS the RECREATION PARCEL, the EASEMENT PARCEL, and TRACT 1 shall immediately and forever become subject to the operation and effect of the COVENANTS.
- 2). TRACTS 3, 4, and 5. DEVELOPER shall have the right at any time and from time to time to submit all or any portion of TRACTS 3, 4, and 5 to the operation and effect of the COVENANTS. TRACTS 3, 4, and 5 are hereinafter sometimes referred to as "Eligible Property". It shall be a condition to the submission of any of the Eligible Property that the portion thereof being submitted shall be improved or partially improved with UNITS. DEVELOPER shall have the absolute right but not the obligation to submit all or any portion of the Eligible Property to the operation and effect of the COVENANTS without the consent of or prior notice to any other party, including but not limited to UNIT OWNERS, CONSTITUENT ASSOCIATIONS, and the ASSOCIATION.
- 3). METHOD OF SUBMISSION OF ELIGIBLE PROPERTY. The method of submission of Eligible Property to the operation and effect of the COVENANTS shall be by the recording by DEVELOPER in the Public Records of Orange County, Florida of a Declaration of the submission of the portion of the Eligible Property then being submitted to the COVENANTS. Such Declaration shall contain the legal description of the portion of the Eligible Property being so submitted and shall be executed by DEVELOPER in the manner provided for the execution of deeds in the State of Florida. Promptly upon the recording of any such Declaration of Submission, DEVELOPER shall give written notice of the fact and date of such recording to the ASSOCIATION which notice shall be accompanied by a copy of such Declaration of Submission. Any portion of the Eligible Property and the UNIT OWNERS thereon, after the recordation of a Declaration of Submission covering such portion of the Eligible Property, shall be entitled to all of the rights and privileges conferred by the ARTICLES, BY-LAWS, and these COVENANTS and shall be bound by all of the obligations and duties imposed thereunder.
- 4). WITHDRAWAL OF PROPERTY FROM THE COVENANTS. So long as DEVELOPER shall be the sole owner of any portion of TRACTS 3, 4, and 5 which portion has been submitted to the COVENANTS, DEVELOPER shall have the right to withdraw such portion of said TRACTS from the operation and effect thereof to the same effect and extent as though same had never been submitted. Such withdrawal shall be effected by the recording in the Public Records of Orange County, Florida of a Declaration of Withdrawal describing the property being withdrawn executed by DEVELOPER with the formalities of a deed. In the event of any such withdrawal, DEVELOPER shall pay to the Property Association all assessment installments applicable to the property being withdrawn which have become due as of the date of withdrawal, and DEVELOPER shall not have any obligation for any assessment to ASSOCIATION applicable to the withdrawn property for any period following the date of withdrawal. Notwithstanding,

the DEVELOPER shall not have the right to withdraw any of the TRACT or TRACTS submitted to the effect and operation of these COVENANTS if such portion of subject TRACT or TRACTS have been submitted to a Condominium Regime.

VIII

ARTICLES AND BY-LAWS

A certified copy of the ARTICLES and a signed copy of the BY-LAWS are annexed to these COVENANTS as Schedule C and Schedule D respectively. Any amendments to said ARTICLES and BY-LAWS, which may be made as therein provided, shall be recorded in the Public Records of Orange County, Florida. All parties subject to the provisions of these COVENANTS are charged with full knowledge of, and the obligation to abide by and comply with the provisions of the ARTICLES and BY-LAWS and any future amendment, or amendments thereto.

IX

MEMBERSHIP IN ASSOCIATION; APPURTENANCE; VOTING

Membership in ASSOCIATION shall be as provided in the ARTICLES and BY-LAWS. Membership in ASSOCIATION shall be established and terminated at all times as an appurtenance to ownership of UNITS and/or appurtenance to Eligible Property as provided in said ARTICLES and BY-LAWS, and herein. Voting rights of members and election and/or designation of directors of ASSOCIATION shall be as determined and provided in the ARTICLES and BY-LAWS.

X

ASSESSMENTS; LIEN AND PERSONAL OBLIGATIONS

- 1). Levies and assessments shall be made against UNIT OWNERS whose UNITS are subject to the operation and effect of these COVENANTS.
- 2). The levies and assessments shall be made, levied, assessed, and collected, as hereinafter provided:
 - a). AUTHORITY FOR AND PURPOSE OF ASSESSMENTS. The ASSOCIATION is authorized and empowered to levy: (i) annual assessments for the purpose of providing funds to defray the expense of normal operation and maintenance of the RECREATION PARCEL and the EASEMENT PARCEL to promote the recreation, social and community life, and welfare of the UNIT OWNERS; and (ii) special assessments for such capital improvements or major repairs as shall be determined to be advisable by the Board of Directors of the ASSOCIATION.
 - b). ADOPTION OF ASSESSMENT AND APPORTIONMENT TO UNITS; PAYMENT. The Board of Directors of the ASSOCIATION shall not later than September 30th of each calendar year establish a proposed budget for the next ensuing calendar year. The projected budget shall project all expenses for the next ensuing year which may be required for the proper operation, management, and maintenance of the RECREATION PARCEL and its facilities and the EASEMENT PARCEL, including a reasonable allowance for contingencies and reserves, taking into account anticipated income which shall be applied in reduction of the amounts required to be collected as an assessment each year. Upon adoption of each projected annual budget, the Board of

Directors shall cause copies of same to be delivered to each member not less than 30 days prior to the meeting of the Board of Directors of the ASSOCIATION at which the proposed budget will be considered for final adoption. The members shall be given written notice of the time and place of the meeting of said Board of Directors which will consider such final adoption and such meeting shall be open to the UNIT OWNERS. If the proposed budget requires assessment of each UNIT OWNER of an amount exceeding 115 percent of the assessment for the calendar year immediately preceding the calendar year to which the proposed budget is to apply, said Board of Directors, upon written application of 10 percent of the UNIT OWNERS, shall call a special meeting of the members within 30 days prior to the meeting and give written notice to each UNIT OWNER. In such voting regarding adoption of a budget at such special meeting of the members, the UNIT OWNERS shall be entitled to vote on the questions of the adoption of a budget and for such purpose each UNIT OWNER shall have one vote for each UNIT owned by him and in the case of UNITS subject to multiple ownership the casting of votes for those UNITS shall be determined as provided in the ARTICLES and BY-LAWS. For the purpose of determining whether assessments based upon the proposed budget would exceed 115 percent of assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of property owned by the ASSOCIATION, anticipated expenses of said ASSOCIATION not anticipated to be incurred on a regular or annual basis, and provisions for betterments to the RECREATION PARCEL shall be excluded from the computation.

The amount of the annual budget as finally adopted shall be apportioned on an equal and uniform basis to each UNIT subject to the COVENANTS. The amount assessed against each UNIT subject to the COVENANTS shall be calculated by dividing the total amount of the annual budget by the total number of UNITS subject to the COVENANTS as of December 15 next preceding the calendar year to which the adopted budget applies. If UNITS not subject to the COVENANTS at the time of such apportionment shall thereafter be submitted to the operation and effect of the COVENANTS such newly submitted UNITS shall be subject, from the time of their submission, to the same per unit assessment for the calendar year or remainder of the calendar year as the UNITS which were subject to the operation and effect of the COVENANTS at the time of apportionment.

Special Assessments for the purposes provided in Paragraph 2(b) of this Article may be adopted and apportioned by the Board of Directors of the ASSOCIATION from time to time. Such special assessments shall be apportioned on a uniform and equal basis in the same manner as hereinabove provided for the apportionment of annual assessments and shall apply to the UNITS subject to the operation and effect of the COVENANTS at the time of adoption and apportionment and to UNITS thereafter submitted in the case as provided in the case of annual assessments. The assessments, annual or special,

shall be payable in installments not less frequent than quarterly nor more frequent than monthly, as the Board of Directors of the ASSOCIATION shall determine. Said assessments shall be payable in the manner, shall constitute a lien upon the UNITS to which assessed, shall bear interest upon default, and be enforceable as hereinafter provided.

The Board of Directors of the ASSOCIATION shall cause written notice to be given to each UNIT OWNER of each annual and special assessment which notice shall state the amount and due date or interval of payment of each installment becoming due. Each installment of such annual or special assessment shall become due as indicated in said notice without notice. If any installment not paid within 10 days after its due date shall be deemed in default.

- c) . LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. DEVELOPER, for each UNIT owned by it upon any portion of TRACTS 1, 3, 4, and 5 submitted to the operation and effect of the COVENANTS, whether such units presently exist or are hereafter constructed, hereby covenants, and each UNIT OWNER, by acceptance of a conveyance thereof, including any purchase at a judicial sale, shall be deemed to covenant and agree to pay to the ASSOCIATION the assessments, annual or special, made and apportioned to the respective UNITS owned by them. All such assessments, together with interest thereon from default at the highest applicable interest rate under the laws of the State of Florida, and all costs of collection and enforcement, including reasonable attorneys' fees, shall be a charge upon and a continuing lien upon each UNIT against which each such assessment is made. Each assessment shall be the personal obligation of all of the UNIT OWNERS of such UNIT. The personal liability herein provided shall extend to all assessments and installments thereof due or becoming due while the party or parties against whom said liability shall be asserted is the owner or are the owners of a UNIT and shall extend to all interest thereon and costs of collection. No UNIT OWNER may exempt himself or escape from liability for any assessments against his UNIT by waiver of the use or nonuse of the RECREATION PARCEL or the EASEMENT PARCEL, or by abandonment of the assessed UNIT. Upon transfer or conveyance of any UNIT the owner or owners of such UNIT transferring same shall remain liable and the owner or owners acquiring said UNIT shall by such acquisition assume and become liable for the payment of all assessments or installments thereof then due. No former UNIT OWNER shall be liable for any assessment or installment thereof first becoming due subsequent to his or her conveyance of the assessed UNIT.
- d) . RECORDING OF LIEN. The lien herein granted and created in favor of the ASSOCIATION shall be effective as to any UNIT against which same shall be asserted from and after the time of recording in the Public Records of Orange County, Florida a claim of lien stating the description of the UNIT encumbered thereby, the name of the record owner, the amount due, and the date when due. The lien shall continue in effect thereafter until all sums secured by said lien, including interest and costs of collection, have been paid in full. Such claims of lien shall include only assessments which are due and payable as of the date of recordation of the claim of lien, plus interest

and costs of collection. Such claims of lien shall be executed and verified by an officer or agent of the property association. Upon payment of all sums secured by any such claim of lien, the ASSOCIATION shall deliver to the UNIT OWNER or OWNERS of the UNIT affected, a recordable satisfaction of said claim of lien.

- e). COLLECTION AND ENFORCEMENT. The amount of any assessment or installment thereof which shall be in default, plus interest thereon and all costs of collection, including reasonable attorneys' fees, may be collected from any of the parties liable therefor under the terms hereof by the ASSOCIATION by action at law or in any lawful manner. The lien created in favor of ASSOCIATION hereunder to secure assessments, interest thereon, and costs of collection, shall be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida.
- f). ACQUISITION OF UNIT BY MORTGAGEE IN FORECLOSURE, ETC. If any person, firm, or corporation shall acquire title to any UNIT by virtue of any foreclosure or judicial sale or by deed in lieu of foreclosure, such person, firm, or corporation so acquiring title shall only be liable and obligated for assessments becoming due and payable for said UNIT on or subsequent to the date of acquisition of such title, and shall not be liable for payment of any assessments which were in default at the time of acquisition of such title, and the UNIT shall stand relieved of the lien of any assessment installments which shall have become due and payable prior to such acquisition of title. Upon the termination of the lien herein provided upon any UNIT for unpaid installments of any assessment which termination shall occur by virtue of foreclosure or judicial sale or deed in lieu of foreclosure, the amount of the unpaid installments shall be charges such reserves therefor as shall have been established and budgeted by the Board of Directors of the ASSOCIATION, but nothing herein contained shall be construed as releasing any party personally liable for such unpaid installments.
- g). ACCELERATION OF UNPAID INSTALLMENTS. If any installment of any assessment shall become in default, the ASSOCIATION shall have the right to declare immediately due and payable all remaining unpaid installments of such assessment to the same effect and extent as if same were due on the due date of the installment in default. In such case the liability of all parties liable shall extend to the full amount of all unpaid installments of such assessments and the lien herein granted and created shall extend to the full amount of all unpaid installments of said assessment. In such case the unpaid installments, together with interest and costs of collection as hereinabove provided, shall be collectable in any manner provided by law or provided hereunder, including but not limited to foreclosure of the lien. Notwithstanding the provisions of this Paragraph, if any party shall acquire title to any UNIT by foreclosure or judicial sale or by deed in lieu of foreclosure, such party shall not be liable for any installment which, except for the acceleration provided in this Paragraph, would not have been due and payable on the date of its acquisition of title and in such case the provisions of Paragraph 2(f) shall apply in the same manner and to the same extent and effect as if there had been no acceleration of the maturity of the unpaid installments of any assessment.

- h). PARITY OF LIEN WITH ASSESSMENT OF CONSTITUENT ASSOCIATIONS. The lien of the ASSOCIATION for its assessments shall be equal in rank and priority with the lien of any CONSTITUENT ASSOCIATION for any amount due to any such CONSTITUENT ASSOCIATION. Neither the lien of the ASSOCIATION for any assessment or installment thereof nor the lien of any CONSTITUENT ASSOCIATION upon any UNIT shall be subordinate or superior to the other but each shall be of equal lien, rank, dignity, and priority with the other.
- i). NONWAIVER OF REMEDY. The resort by the ASSOCIATION to any remedy provided by law or provided under the COVENANTS to effect collection of any sum due under the COVENANTS or to enforce or foreclose any lien shall not constitute a waiver of any other remedy or right of the ASSOCIATION to effect collection or enforce its lien. Action against any party or parties liable for any sum due the ASSOCIATION shall not constitute a release or waiver of the liability of any other party liable and liability shall be discharged only by payment. Resort to any remedy shall not constitute an election of remedies.
- j). COLLECTION THROUGH CONSTITUENT ASSOCIATIONS. The ASSOCIATION shall have the right to delegate to any CONSTITUENT ASSOCIATION the collection from the UNIT OWNERS in the portion of PROPERTY subject to administration by such CONSTITUENT ASSOCIATION of the assessments and installments thereof levied upon the UNITS included in that portion of the PROPERTY subject to administration by such CONSTITUENT ASSOCIATION. The delegation of such authority shall be at the discretion of the ASSOCIATION, shall be accomplished by a written instrument executed in such manner as to entitle same to be recorded in the Public Records of Orange County, Florida and shall be terminable at any time by the ASSOCIATION in the same manner. If such authority shall be delegated by the ASSOCIATION to any CONSTITUENT ASSOCIATION, such CONSTITUENT ASSOCIATION shall be obligated to undertake collection and to use reasonable diligence in effecting collection at its own cost and expense, including but not limited to institution of such court action as may be necessary to effect collection, provided that no action may be instituted by an CONSTITUENT ASSOCIATION in the name of the ASSOCIATION without the prior written specific consent and authorization of the ASSOCIATION to such action. If the ASSOCIATION shall so determine it may cause any CONSTITUENT ASSOCIATION to give such notices to the unit owners on the portion of PROPERTY subject to administration by such CONSTITUENT ASSOCIATION as may be required or permitted under the COVENANTS in such case upon written request therefor delivered to the CONSTITUENT ASSOCIATION by the ASSOCIATION. The CONSTITUENT ASSOCIATION shall be obligated to undertake with reasonable diligence the giving of any such notices. The authority for the giving of notices required or permitted to be given by the ASSOCIATION under the COVENANTS may be terminated as to any CONSTITUENT ASSOCIATION by written notice to such CONSTITUENT ASSOCIATION.

XI

RESTRICTIONS ON RECREATION AND EASEMENT PARCELS

- 1). RECREATION PARCEL. For the duration of the COVENANTS as hereinafter provided, the RECREATION PARCEL shall be used for no purpose other than for the operation of recreational, social, and community facilities for the exclusive use and enjoyment and benefit of the UNIT OWNERS, such parties as shall be authorized or licensed to use same by the ASSOCIATION,

- a) The owner or owners of each of Tracts 1, 3, 4, and 5, respectively, shall elect one director as representing each of said Tracts and the owner or owners thereof. As to any Tract on which dwelling units have been constructed and which dwelling units are subject to the terms and provisions of the Covenants, the dwelling unit owner members of such Tract shall by majority vote elect the director representing such Tract.
- b) In addition to the four directors elected under Paragraph "a" above, Developer shall appoint a fifth "at large" director, in addition to any other directors which Developer may be entitled to appoint by virtue of owning property in WIMBLEDON PARK SUBDIVISION. Developer shall have the right to appoint said director for so long as Developer is the owner of any property which has been submitted to the Corporation and effect of the Covenants or which is eligible to be so submitted.
- c) In order that there will always be an odd number of directors, should it be the case that the eligibility of any Tract or Tracts for submission to the terms and provisions of the Covenants is permanently terminated, or should Developer no longer be entitled to appoint directors under Paragraph (b) above, then the directors who would otherwise have been designated or elected by the owner of such Tract or Tracts or the Developer, shall be elected at large by a majority vote of all owners of all dwelling units who are members of the Corporation irrespective of ownership of dwelling units on any one or more of the Tracts which are subject to the terms and conditions of the Covenants.

X

The Board of Directors shall elect a President, Vice President, Secretary, and Treasurer, and as many Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be a member of the Board of Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The election of officers shall be held annually at the first meeting of each Board of Directors next following the Annual Meeting of the membership and vacancies in offices shall be filled by election by the Board of Directors as same occur.

The names and addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of Florida, shall hold office until their successors are elected and have qualified, are as follows:

Ronald A. Harbert	- 201 E. Pine Street, Southeast National Bank Building, Suite 600, Orlando, Florida
David L. Evans	- 201 E. Pine Street, Southeast National Bank Building, Suite 600, Orlando, Florida
Steven R. Bechtel	- 201 E. Pine Street, Southeast National Bank Building, Suite 600, Orlando, Florida
Patricia D. Phillips	- 201 E. Pine Street, Southeast National Bank Building, Suite 600, Orlando, Florida
Dorothy S. Harper	- 201 E. Pine Street, Southeast National Bank Building, Suite 600, Orlando, Florida

XII

The subscribers to these Articles of Incorporation are the five (5) persons herein named to act and serve as members of the first Board of Directors of the Corporation, the names of which subscribers and their respective addresses are more particularly set forth in Article XI above. The residents of said subscribers are as indicated in their addresses states in Article XI above.

XIII

The officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

President	- William O. Vose
Vice President	- Clifford J. Preminger
Secretary	- Ellen G. Murray
Treasurer	- Thomas M. Schaecher

XIV

The original By-Laws of the Corporation shall be adopted by majority vote of the Board of Directors, and thereafter, such By-Laws may be altered and rescinded only by the membership in such manner and by such vote as said By-Laws may provide.

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

XVI

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the directors, or by a majority of the then members of the Corporation, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice

of such meeting, stating the time and place of the meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative vote of two-thirds (2/3rds) of the then members provided that so long as Developer shall be a member no Amendment of these Articles of Incorporation may be adopted or become effective without the prior written consent and approval of Developer. If adopted by the requisite vote, and written consent and approval of Developer if required, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Orange County, Florida within ten (10) days from the date on which the same are so registered. At any meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

In the event that the requisite number of members, including Developer if required, necessary to adopt any Amendment or Amendments to these Articles of Incorporation shall execute

an instrument amending these Articles of Incorporation, the same shall be and constitute, when duly registered in the Office of the Secretary of State, a valid Amendment to these Articles of Incorporation, and it shall not be necessary for the meeting otherwise prescribed above to be held.

IN WITNESS WHEREOF, the subscribers have hereunto set their hands and seals, this 19th day of May, 1980.

Ronald A. Harbert (SEAL)
David L. Evans (SEAL)
Steven R. Bechtel (SEAL)
Patricia D. Phillips (SEAL)
Dorothy S. Harper (SEAL)

The undersigned hereby accepts appointment as Resident Agent for the above Corporation.

Ronald A. Harbert (SEAL)

STATE OF FLORIDA)
COUNTY OF ORANGE) SS:

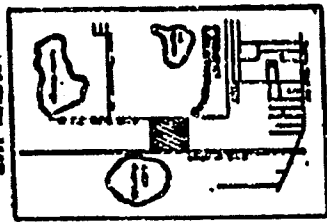
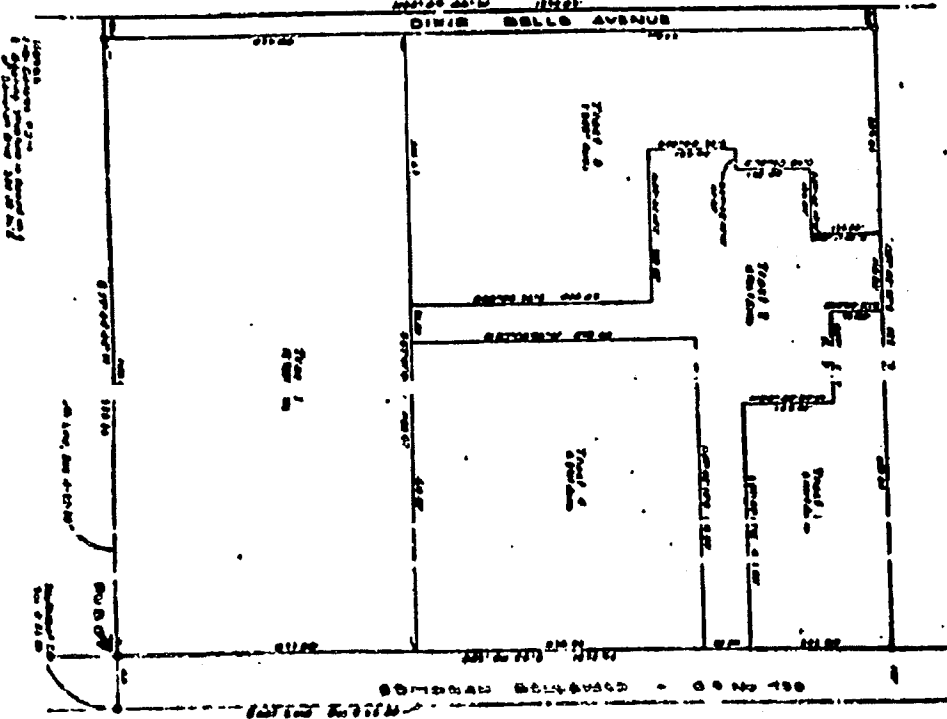
BEFORE ME, the undersigned authority, personally appeared RONALD A. HARBERT, DAVID L. EVANS, STEVEN R. BECHTEL, PATRICIA D. PHILLIPS, and DOROTHY S. HARPER who, upon being by me first duly sworn, acknowledged that they executed the foregoing Articles of Incorporation for the purposes herein expressed, this 19th day of May, 1980.

DeVera R. Parker (SEAL)
Notary Public
STATE OF FLORIDA AT LARGE
My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Nov. 7, 1992
Created by Automated In & County Company
[NOTARIAL SEAL]

SECTION 4, TOWNSHIP 23 SOUTH, RANGE 30-EAST
CITY OF LINDA, ORANGE COUNTY, FLORIDA

DESCRIPTIVE 1001

Plat No. 1001, 1st Edition of Section 4, Township 23 South, Range 30 East, City of Linda, Orange County, Florida, is hereby approved for recording and the plat is hereby ordered to be recorded in the public records of Orange County, Florida, in accordance with the provisions of Chapter 170, Florida Statutes, and the provisions of the Florida Land Development Code, Chapter 173, Florida Statutes, and the provisions of the Florida Land Development Code, Chapter 173, Florida Statutes, and the provisions of the Florida Land Development Code, Chapter 173, Florida Statutes.



Surveyed by
[Signature]
[Title]

<p>CERTIFICATE OF SURVEYOR</p> <p>[Signature]</p> <p>[Title]</p>	<p>CERTIFICATE OF APPROVAL</p> <p>MUNICIPAL PLANNING BOARD</p> <p>[Signature]</p> <p>[Title]</p>	<p>CERTIFICATE OF APPROVAL</p> <p>CITY OF LINDA</p> <p>[Signature]</p> <p>[Title]</p>
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SCHEDULE "A"

95

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

Pursuant to Chapter 48.091, Florida Statutes, the following is submitted in compliance with said Act:

That WIMBLEDON PARK RECREATION ASSOCIATION, INC., desiring to organize under the laws of the State of Florida, with its principal office as indicated in the Articles of Incorporation in the City of Orlando, County of Orange, State of Florida, named RONALD A. HARBERT, located at Suite 600, Southeast National Bank Bldg., 201 East Pine Street, P. O. Box 2854, Orlando, Florida 32802, as its agent to accept service of process within this state.

ACKNOWLEDGEMENT:

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity, and agree to comply with the provisions of said Act relative to keeping open said office.


RONALD A. HARBERT

OF

WIMBLEDON PARK RECREATION ASSOCIATION, INC.

A Corporation Not for Profit
Under the Laws of the State of Florida

1. IDENTITY AND APPLICATION:

These are the By-Laws of WIMBLEDON PARK RECREATION ASSOCIATION, INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which have been filed in the Office of the Secretary of State, State of Florida. Said Corporation, hereinafter called "ASSOCIATION", has been organized for the purpose of acquiring, owning, administering, repairing, replacing, maintaining, operating, and managing TRACT 2 of the property described in Schedule "A" to the Declaration of Covenants and Restrictions for WIMBLEDON PARK SUBDIVISION, and the Improvements now or hereafter situate thereon, for the use, benefit and enjoyment of the owners of TRACTS 1, 3, 4, and 5 of said Subdivision and the members of ASSOCIATION and such other parties as may be authorized or licensed to use the same by ASSOCIATION, all as set forth under the terms and provisions of the Articles of Incorporation of ASSOCIATION and these By-Laws, and of the Declaration of Covenants and Restrictions (the "Covenants") which will be recorded in the Public Records of Orange County, Florida covering the property described in Schedule "A" to the Covenants.

These By-Laws are expressly subject to the terms and provisions of the Articles of Incorporation and said Covenants as same shall be recorded, the terms and provisions of said Articles of Incorporation and Covenants to be controlling wherever the same may be in conflict with these By-Laws.

All present and future Members and their guests and invitees, and any other person who might use any of the property and facilities owned, operated, or managed by the ASSOCIATION are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and the Covenants.

PROSPECTUS EXHIBIT "G"

99

2. DEFINITIONS:

C.F. 3118 PG 1697

Wherever used in these By-Laws, the following terms shall have the following meanings:

(a) "CONSTITUENT ASSOCIATIONS" shall mean the condominium associations, cooperative corporations, townhouse associations, homeowner associations, or owner of any rental apartment building or complex now in existence or hereafter created for the administration of condominium, cooperative, townhouse, or other residential development on portions of the PROI.

(b) "DEVELOPER" shall mean WIMBLEDON DEVELOPMENT CORPORATION, a Florida corporation and its successors by merger or consolidation, and shall include any successor to whom WIMBLEDON DEVELOPMENT CORPORATION shall convey any portion of TRACTS 1, 2, 3, 4, and 5 as same are hereinafter defined, if in the deed of conveyance or other instrument recorded in the Public Records of Orange County, Florida, simultaneously with the recording of the deed of conveyance, WIMBLEDON DEVELOPMENT CORPORATION shall name and appoint said Grantee as its Successor Developer and state its own retirement as Developer.

(c) "PROPERTY" shall mean that real property located in Orange County, Florida known as WIMBLEDON PARK SUBDIVISION and described in Schedule "A" to the Covenants.

(d) "RECREATIONAL PARCEL" shall mean TRACT 2 of the above Subdivision, and all Improvements now or hereafter situate thereon, less that portion of TRACT 2 constituting the EASEMENT PARCEL as described in Paragraph (e) below.

(e) "EASEMENT PARCEL" shall mean that portion of TRACT 2 described in Schedule "B" to the Covenants.

(f) "UNIT" shall mean a single one-family dwelling unit or private dwelling located on any portion of the PROPERTY provided that such portion of the PROPERTY shall have been submitted to the operation and effect of the Covenants as therein provided. A UNIT may be contained in an apartment building, may have a common wall or walls with other units, or may be a detached, free-standing dwelling unit. A UNIT may be a rental UNIT contained in a rental apartment building or complex.

(g) "UNIT OWNER" means the owner or owners of the fee simple title to any UNIT.

5. OFFICE LOCATION:

The office of the ASSOCIATION shall be at 3100 South Semoran Boulevard, Orlando, Florida, 32809, or such other place as the Board of Directors shall determine from time to time.

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

5. SEAL:

The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, the word "FLORIDA", the words "CORPORATION NOT FOR PROFIT", and the year of incorporation.

6. MEMBERSHIP, VOTING, QUORUM, PROXIES:

(a) The qualification of Members, the manner of their admission to Membership and termination of such Membership, and voting by Members, shall be as set forth in ARTICLE IV of the Articles of Incorporation of the ASSOCIATION, the provisions of which ARTICLES of the Articles of Incorporation are incorporated herein by reference.

(b) A quorum at Members' Meetings shall consist of persons entitled to cast a majority of the votes of the entire Membership. The joinder of a Member in the action of a Meeting by signing and concurring in the Minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

(c) The vote of the OWNERS of a UNIT owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the OWNERS of the UNIT and filed with the Secretary of the ASSOCIATION, and such certificate shall be valid until revoked by subsequent certificate.

If such a certificate is not on file, the vote of such OWNERS shall not be considered in determining the requirement for a quorum, nor for any other purpose. The person named in any such certificate shall have the right to designate proxy or proxies to cast the vote of the OWNERS of a UNIT who have executed such certificate. Provided, however, wherever any UNIT is owned by husband and wife, absent any written notice by them to the contrary, the husband or wife, as the case may be, shall be treated and regarded as the agent and proxy of the other when in attendance at the Meeting for the purpose of determining a quorum and casting the vote for each UNIT owned by them, without necessity for filing of a certificate.

(d) votes may be cast in person or by proxy. Proxies shall be valid only for the particular Meeting designated thereon and must be filed with the Secretary before the appointed time of the Meeting.

(e) Approval or disapproval of a UNIT owner upon any matters, whether or not the subject of an ASSOCIATION Meeting, shall be by the same person who would cast the vote of such OWNER if in an ASSOCIATION Meeting.

(f) Except where otherwise required under the provisions of the Articles of Incorporation of the ASSOCIATION, or these By-Laws, or by law, the affirmative vote of the OWNERS of a majority of the UNITS represented at any duly called Members' Meeting at which a quorum is present shall be binding upon the Members.

7. MEETING OF MEMBERSHIP:

(a) Meetings of the Membership shall be held upon call of the Board of Directors at such time and place in Orange County, Florida, as the Board of Directors shall determine. In the absence of the call of a Meeting by the Board of Directors, the President or Vice President of the ASSOCIATION shall call a Meeting of the Membership upon receipt of written request for a Membership Meeting signed by Members entitled to cast not less than 40% of the votes to which the Membership would then be entitled at a Meeting of the Membership, and upon receipt of such request by

the ASSOCIATION, the President, Vice President, or Secretary shall call a Meeting of the Membership at the time and place designated in said notice, or if none shall be designated at such time and place as shall be determined by the officer calling such Meeting, provided that said Meeting shall be held in Orange County, Florida, not less than twenty (20) days after the receipt of the request for same, nor more than sixty (60) days thereafter.

(b) If the Board of Directors shall adopt a proposed budget requiring assessment of each UNIT OWNER or an amount exceeding 115% of the assessment for the calendar year immediately preceding the calendar year to which the proposed budget is to apply, the Board of Directors upon written application of 10% of the UNIT OWNERS shall call a Special Meeting of the Members within thirty (30) days, upon not less than ten (10) days' written notice to each UNIT OWNER. At such Meeting so called, the UNIT OWNERS shall consider and enact a budget by vote of not less than a majority vote of all UNIT OWNERS. At such Meeting no vote shall be taken on any matter other than the budget unless said Meeting has been called under other provisions of these By-Laws than this Item 7(b).

(c) Notice of all Members' Meetings shall be given by the President, Vice President, or Secretary of the ASSOCIATION, or other officer of the ASSOCIATION in absence of said officers, to each Member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the Meeting is called. Such notice shall be given to each Member not less than fourteen (14) days nor more than thirty (30) days prior to the date set for such Meeting, which notice shall be mailed or presented personally to each Member within said time. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, postage prepaid, addressed to the Member at his UNIT. Such mailing shall be by ordinary U. S. Mail. Proof of such mailing may be by the affidavit of the person giving the notice. A notice of the Meeting shall be posted in a conspicuous place on the RECREATION PARCEL at least fourteen (14) days (10 days in the case of a Meeting under 7(b)) prior to the Meeting. Any Member may, by written waiver of notice signed

by such Member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such Member. If any Members' Meeting cannot be organized because a quorum has not attended, or because a greater percentage of the Membership required hereunder by the Articles of Incorporation, the Covenants, or the By-Laws to constitute a quorum for particular purposes has not attended, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum, or the required percentage of attendance is greater than a quorum is present.

(d) The order of business at Members' Meetings shall be:

- i) Call of roll and certification of proxies;
- ii) Proof or waiver of notice of Meeting;
- iii) Reading and disposal of unapproved Minutes;
- iv) Reports of Officers;
- v) Reports of Committees;
- vi) Appointment of Inspectors of Election by Chairman;
- vii) Election of Directors;
- viii) Unfinished business;
- ix) New business;
- x) Adjournment.

8. BOARD OF DIRECTORS:

(a) The first Board of Directors, and each subsequent Board of Directors, shall be comprised of five (5) members. The term of the first Board of Directors shall commence upon filing in the Office of the Secretary of State, State of Florida, of the Articles of Incorporation, and shall continue until the 31st day of December, 1980. The term of each Board of Directors other than the first Board of Directors shall commence on the 1st day of January of each year and terminate on the 31st day of December of the next following year. Each Director shall service for a term of one (1) year and thereafter until the election or appointment, as the case may be, of his successor.

(b) At any time that vacancies shall occur in any of the Directorships which the DEVELOPER Member is entitled to fill by appointment or election, the DEVELOPER Member shall be entitled to designate and appoint a successor Director for such directorship by instrument in writing executed by an officer of the DEVELOPER Member in such capacity, and such appointment shall be effective from the time of delivery of such written appointment to the ASSOCIATION or any officer or Director thereof. The DEVELOPER Member shall have the right to remove and replace any Director appointed as it shall determine, with or without cause, and such removal shall be effective from the time of delivery of written notice thereof to ASSOCIATION or any officer or Director thereof.

(c) THE OWNER OR OWNERS OF each TRACTS 1, 3, 4, and 5, respectively, shall elect one Director as representing each of said TRACTS and the OWNER or OWNERS thereof. As to any TRACT on which DWELLING UNITS have been constructed and which DWELLING UNITS are subject to the terms and provisions of the Covenants, the DWELLING UNIT OWNER Members of such TRACT shall by majority vote elect the Director representing such TRACT. The Developer shall appoint a fifth "at large" director, in addition to any other directors which Developer may be entitled to appoint, in the manner provided in Article IX(b) of the Articles of Incorporation of ASSOCIATION. Should the eligibility of any TRACT or TRACTS for submission to the terms and provisions of the Covenants be permanently terminated, or should Developer no longer be entitled to appoint directors as set forth in the preceding sentence, directors shall be appointed in the manner set forth in Article IX(c) of the Articles of Incorporation.

(d) In any TRACT as to which there is a single CONSTITUENT ASSOCIATION charged with the responsibility for the administration of the common property and interests therein of the UNIT OWNERS, the UNIT OWNERS in said TRACT may delegate the election of the Director to be elected to represent them to the Board of Directors of such CONSTITUENT ASSOCIATION by appropriate provision in the Articles of Incorporation or By-Laws of such CONSTITUENT ASSOCIATION or by appropriate vote of the Members of such CONSTITUENT ASSOCIATION. The election for Directors representing each TRACT shall be by a majority of the votes cast at a Meeting of the persons entitled

to vote in such election attended by not less than a majority of those entitled to vote, or by the designation in writing of such Director signed by a majority of the persons entitled to vote in the election of such Director, whether the UNIT OWNERS or PROPERTY OWNERS of said TRACT, or the Board of Directors of the CONSTITUENT ASSOCIATION for such TRACT. In the case of each TRACT as to which the UNIT OWNERS and other PROPERTY OWNER Members shall directly elect the Director representing such TRACT, the Board of Directors shall call a Meeting of those Members entitled to vote in such election not earlier than the 1st day of October, nor later than the 15th day of December of each year, at such time and place as the Board of Directors shall determine, notice of which Meeting shall be given in the manner provided in Article 7(c) of these By-laws. If the election of the Director from any Tract has been delegated to a CONSTITUENT ASSOCIATION, the election of such Director shall be held during said period by the Board of Directors of such CONSTITUENT ASSOCIATION. In the case of any Director to be elected by direct election of UNIT OWNER Members or other PROPERTY OWNER Members, no Meeting for the purpose of election shall be called by the Board of Directors or held for such purpose if written designation of such Director signed by a majority of the Members entitled to vote in the election of such Director shall be received by the ASSOCIATION prior to the holding of any such Meeting.

(e) Vacancies in the Board of Directors occurring in Directorships other than those which the DEVELOPER Member is entitled to appoint or elect, shall be filled until the next election shall be held in the manner above provided by the remaining Directors, and if not so provided above, then until a director representing any TRACT shall have been duly elected or appointed to represent such TRACT, the Board of Directors shall appoint the person designated by the CONSTITUENT ASSOCIATION for such TRACT, or in absence thereof then a person who is a UNIT OWNER of a UNIT on such TRACT.

(f) The organization meeting of a newly elected Board of Directors shall be held on the second Tuesday of each JANUARY of each year at the office of the ASSOCIATION, commencing at 2:00 p.m., or at such other time and place as

shall be fixed by a majority of the Members of the new Board of Directors.

(g) 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 shall be given to each Director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such Meeting, unless notice is waived. Special Meetings of the Directors may be called by the President and must be called by the Secretary at the written request of three (3) Members of the Board. Not less than three (3) days' notice of a Meeting shall be given to each Director, personally or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the Meeting. Any Member may attend any Meeting of the Board of Directors and notice of any Board Meeting shall be posted in a conspicuous place on the RECREATION PARCEL at least forty-eight (48) hours prior to the Meeting, except in an emergency as determined by a majority of the Board at or before the Meeting. Notice mailed shall be deemed effective on the third day not a Saturday, Sunday, or legal holiday next following the date of mailing.

(h) Any Director may waive notice of a Meeting before or after the Meeting, and such waiver shall be deemed equivalent to the giving of notice.

(i) A quorum at a Directors' Meeting shall consist of the Directors entitled to cause a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a Meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws, or the Covenants. If any Directors' Meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation or these By-Laws, the Directors who are present

may adjourn the Meeting from time to time until a quorum is present. At any adjourned Meeting, any business which might have been transacted at the Meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a Meeting by signing and concurring in the Minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(j) The presiding officer of Directors' Meetings shall be the Chairman of the Board, if such an officer has been elected, and if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(k) There shall be no Directors' fees.

(l) All of the powers and duties of the ASSOCIATION shall be exercised by the Board of Directors, including those existing under the Common Law and Statutes, the Articles of Incorporation of the ASSOCIATION, and these By-Laws. Such powers and duties shall be exercised in accordance with said Articles of Incorporation and these By-Laws and shall include, without limiting the generality of the foregoing, the following:

(i) To levy and collect assessments against UNIT OWNERS and their UNITS subject to the terms and provisions of the Covenants to defray and provide the costs of acquiring, owning, administering, repairing, replacing, maintaining, operating, and managing the RECREATION PARCEL and the EASEMENT PARCEL and the facilities located thereon, for the use, benefit, and enjoyment of the parties entitled to the same as provided in the Articles of Incorporation, these By-Laws, and the Covenants;

(ii) To repair, reconstruct, and replace improvements after casualty, and to further improve the property, real and personal, of the ASSOCIATION;

(iii) To make, amend, and enforce rules and regulations governing the use of the RECREATION and EASEMENT PARCELS and facilities thereon and all other property, real and personal, of ASSOCIATION;

(iv) To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, as may be necessary or convenient in the operation and management of the RECREATION PARCEL and EASEMENT PARCEL, and in accomplishing the purposes set forth in the Articles of Incorporation and the Covenants;

(v) To contract for the management of the RECREATION and EASEMENT PARCELS and the facilities thereon, and to designate to such contractor all of the moneys of the ASSOCIATION, except those which may be required by law, these By-Laws, the Articles of Incorporation, or the Covenants to have approval of the Board of Directors or Membership of the ASSOCIATION,

(vi) To pay all taxes and assessments and other liens and obligations against any property of the ASSOCIATION;

(vii) To carry insurance for the protection of the Members and the ASSOCIATION against casualty and liability as required by the Covenants;

(viii) To contract and pay for all services, utilities, supplies, furnishings, equipment, and appliances necessary or convenient in the operation of the RECREATION and EASEMENT PARCELS and the conduct of the affairs of the ASSOCIATION;

(ix) To employ personnel for reasonable compensation to perform the services required for the purposes of the ASSOCIATION.

(m) Any one or more of the members of the Board of Directors other than those appointed by the DEVELOPER Member, may be removed either with or without cause, at any time by a majority vote of the Members who would then be entitled to vote in the election to fill the Directorship held by such Director, if such election were then being held, or if such election would be by the Board of Directors of a CONSTITUENT ASSOCIATION, then by a vote of the majority of the Board of Directors of such CONSTITUENT ASSOCIATION. The vote for the removal of a Director may be held only at a Meeting of the appropriate group or Board called specifically for the purpose of considering such removal.

9. OFFICERS:

(a) The executive officers of the ASSOCIATION shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any Meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board shall also designate such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

(b) The President shall be the chief executive officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President, including, but not limited to the power to appoint committees from among the Members from time to time, as he may, in his discretion, determine appropriate, to assist in the conduct of the affairs of the ASSOCIATION.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the Minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a 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 Secretary of an association as may be required by the Directors of President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the ASSOCIATION in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of the ASSOCIATION shall be fixed by the directors. This provision shall not constitute the Board of Directors as an employee of the ASSOCIATION, nor preclude the contracting with a Director for the management of the PROPERTY.

(g) All officers shall be elected by and shall serve at the pleasure of the Board of Directors and any officer may be removed from office at any time, with or without cause, by a majority vote of the Board of Directors. There shall be an annual election of officers at the first (Organization) Meeting of each new Board of Directors.

10. FISCAL MANAGEMENT:

Levies and assessments shall be made as follows:

(i) An assessment roll shall be maintained in a set of accounting books in which there shall be an account for each UNIT subject to assessment. Such an account shall designate the UNIT, the name and address of the UNIT OWNER or OWNERS, the amount of each assessment against the UNIT, the dates and amounts in which assessments come due, the amounts paid upon the account, and the balance due upon assessments. Assessments shall be paid to ASSOCIATION in installments determined by the Board of Directors which shall be not less frequent than quarterly nor more frequent than monthly, and shall otherwise be subject to the provisions of the Covenants. The assessments shall be payable without demand or notice unless the amount of the assessments shall be changed, in which case written notice by mail or delivery shall be

given each member of the new assessment applicable to his UNIT at least ten (10) days before the due date but failure of notice shall not excuse nonpayment upon demand.

(ii) The Board of Directors shall adopt a budget for each calendar year as provided in the Covenants which shall contain estimates of the cost of performing the functions of the ASSOCIATION including all items required by the Covenants, and shall adopt proposed assessments Copies of the proposed budget and proposed assessments shall be transmitted to each Member by mail at least thirty (30) days prior to the Meeting at which adoption of the budget is to be considered. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each Member concerned. Delivery of a copy of any budget or amended budget to each Member shall not affect the liability of an Member for any such assessments, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto.

(iii) Special assessments may be levied by the Board of Directors for the purposes stated in the Covenants at any time. In the case of each proposed special assessment, a proposed special assessment budget shall be adopted by the Board of Directors and copies thereof and the proposed assessment against each UNIT shall be transmitted to each Member as provided in the case of the annual budget and assessment.

(iv) All assessments shall be effective as liens upon the UNITS assessed as provided in the Covenants.

(v) The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the ASSOCIATION shall be deposited. Withdrawal of moneys

from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

(vi) An audit of the accounts of the ASSOCIATION shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each Member not later than April 1 of the year following the year for which the report is made.

(vii) Fidelity bonds shall be required by the Board of Directors from all officers, directors, and employees of the ASSOCIATION who control or disburse funds of the ASSOCIATION. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the ASSOCIATION.

11. PARLIAMENTARY RULES:

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

12. AMENDMENTS TO BY-LAWS:

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to these By-Laws may be proposed by the Board of Directors of the ASSOCIATION acting upon vote of the majority of the Directors, or by Members of the ASSOCIATION owning a majority of the UNITS subject to assessment by the ASSOCIATION, whether meeting as Members or by instrument in writing signed by them, or by the DEVELOPER Member by written instrument signed by an officer of the DEVELOPER Member.

(b) Upon any amendment or amendments to these By-Laws being proposed as above provided, such proposed amendment or amendments shall be transmitted to the President of the ASSOCIATION, or other officer of the ASSOCIATION in absence of the President, who shall thereupon call a Special Joint Meeting of the Members of the Board of Directors of the ASSOCIATION and the Membership

for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such Meeting in the same form and in the same manner as notice of the call of a Special Meeting of the Members is required as herein set forth, which notice shall include the proposed amendment in the form required by the Condominium Act of the State of Florida.

(c) An ORDER FOR SUCH AMENDMENT OR AMENDMENTS to become effective, the same (i) must be approved by an affirmative vote of the Members owning not less than two-thirds (2/3rds) of the UNITS subject to assessment by the ASSOCIATION; and (ii) if there shall then be a DEVELOPER Member, be approved by the DEVELOPER Member in writing. Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the ASSOCIATION, and a copy thereof shall be recorded in the Public Records of Orange County, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the UNIT OWNERS and, if required, the DEVELOPER Member.

(d) At any Meeting held to consider such amendment or amendments to the By-Laws, the written vote of any Member of the ASSOCIATION shall be recognized if such Member is not in attendance at such Meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the ASSOCIATION at or prior to such Meeting.

(e) In the event that the Members owning the number of UNITS subject to assessment by the ASSOCIATION necessary to pass any amendment or amendments to these By-Laws, and if required, the DEVELOPER Member, shall execute any instrument amending these By-Laws, the same shall be and constitute an amendment hereto in the same manner as though such amendment had been duly passed at a Meeting held to consider the same, and it shall not be necessary for the Meeting otherwise prescribed above to be held, and a copy of such amendment or amendments to the By-Laws bearing the required signatures and certified by the President and Secretary of the

ASSOCIATION as being the amendment or amendments so adopted, and that the parties signing the same are in fact Members of the ASSOCIATION owning the UNITS identified therein or the DEVELOPER Member, as the case may be, shall be recorded in the Public Records of Orange County within ten (10) days from the date on which such amendment or amendments have been approved.

THE FOLLOWING WERE ADOPTED AS THE BY-LAWS OF THE ASSOCIATION at the first Meeting of the Board of Directors on May 22, 1970.

APPROVED:

William O'Vore
President

Ellen A. Murray
Secretary

RECORDED & RECORD VERIFIED

Thomas H. Fisher
County Comptroller, Orange Co., Fla.

Florida	Paid
Rec Fee	\$ 7.00
Doc Tax	
Int Tax	
Total	\$ 7.00

THOMAS H. LOCKER,
Orange County
Comptroller
By: [Signature]
Deputy Clerk

**DECLARATION OF SUBMISSION OF LANDS
TO COVENANTS AND RESTRICTIONS**

THIS DECLARATION OF SUBMISSION OF LANDS TO COVENANTS AND RESTRICTIONS is executed this June 20, 1986 BY WIMBLETON DEVELOPMENT CORPORATION, a Florida corporation (hereinafter referred to as WDC).

W I T N E S S E T H:

WHEREAS, WDC executed on May 22, 1980 and recorded on June 10, 1980 a Declaration of Covenants and Restrictions for Wimbledon Park Subdivision (hereinafter referred to as the Covenants and Restrictions), which Covenants and Restrictions are recorded in Official Records Book 3118, Page 1668, Public Record of Orange County, Florida; and

WHEREAS, WDC desires to submit to the Covenants and Restrictions the real property in Orange County, Florida described as:

Tract 4 of WIMBLETON PARK, Section 4, Township 23 South, Range 30 East, as recorded in Plat Book 9, Page 8, Public Records of Orange County Florida
(hereinafter referred to as Tract 4);

2549916 ORANGE CO. FL.
04-40-00PM 06/30/86
DR 3001 PG 5221

NOW, THEREFORE, pursuant to Article VII(3) of the Covenants and Restrictions, WDC submits Tract 4 to the operation and effect of the Covenants and Restrictions, and declares that the Covenants and Restrictions shall henceforth apply to said Tract 4. WDC further declares that all owners of condominium units located within said Tract 4 shall henceforth be entitled to all of the rights and privileges conferred by the Covenants and Restrictions and Articles of Incorporation and By-Laws referred to therein.

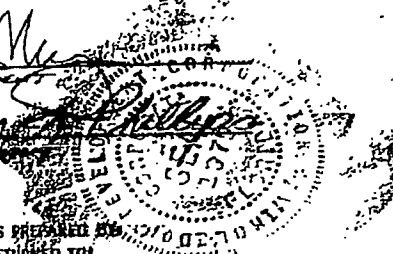
IN WITNESS WHEREOF, this Declaration is executed by the undersigned as authorized officers of WDC on the date set forth above.

[Signature: Sherry G. Kessler]
[Signature]

WIMBLETON DEVELOPMENT CORPORATION

By: [Signature]
Vice President

Attest: [Signature]
Asst. Secretary



THIS INSTRUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
DAVID L. EVANS, ESQ.
MATEER & HARBERT, P.A.
Attorneys at Law
500 E. ROBINSON STREET
2854, ORLANDO, FLORIDA

dpl:06wimdec
6/17/86 ljw

Description: Orange, FL Document-Book. Page 3801.5221 Page: 1 of 2
Order: wimbledon Comment:

STATE OF MARYLAND
COUNTY OF Montgomery

The foregoing was acknowledged before me this 20th day
of June 1986 by Ellen G. Murray
and Sharon L. Phillips as Vice President
and Asst. Secretary of WIMBLEDON DEVELOPMENT CORPORATION
on behalf of said corporation.



Cynthia A. Barnsley
Notary Public
My Commission Expires:

My Commission Expires July 1, 1990.

OR3801 665222

RECORDED & RECORDED NUMBER
Thomas H. Locker
County Comptroller, Orange Co., FL

dpl:06windec
6/17/86 ljw

2

Description: Orange, FL Document-Book. Page 3801.5221 Page: 2 of 2
Order: wimbledon Comment:

JOINDER OF DEVELOPER

3900 PG2314

WHEREAS, the undersigned WIMBLETON DEVELOPMENT CORPORATION, a Florida corporation (herein called "Developer") was the developer of a Planned Unit Development known as WIMBLETON PARK SUBDIVISION; and

WHEREAS, Developer caused a certain Declaration of Covenants, Conditions and Restrictions to be recorded in O.R. Book 3118 at Page 1668 of the Public Records of Orange County, Florida (herein called the "Declaration"); and

WHEREAS, Article XVI provides for a means of amending the Declaration which requires the Developer to join in any amendment of the Declaration so long as Developer owns any of the Eligible Property as referred to in the Declaration; and

WHEREAS, Developer now desires to join in the amendment to the Declaration to which this joinder is attached.

NOW THEREFORE, Developer, pursuant to Article XVI of the Declaration hereby consents to and joins in the execution of the amendment to the Declaration amending the Declaration as set forth therein.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its duly authorized officers and being the Developer herein, has affixed its corporate seal on the 25th day of March, 1987.

Witnesses:

WIMBLETON DEVELOPMENT CORPORATION

[Signature]
[Signature]

By: [Signature]
Attest: [Signature]

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Maryland

The foregoing instrument was acknowledged before me this 25th day of March, 1987 by Larry H. Spillman and James M. Gault, as President and Secretary, respectively of WIMBLETON DEVELOPMENT CORPORATION, by and on behalf of the corporation.

[Signature]
Notary Public, State of Florida
Maryland
My Commission Expires:

tkxx.wimb.join1

Florida	Paid	THOMAS H. LOCKER,
Rec Fee \$	<u>5.00</u>	Orange County
Doc Fee \$		Comptroller
Imp Fee \$		By <u>[Signature]</u>
Total \$	<u>5.00</u>	Deputy Clerk

TICOR TITLE

Asis

Florida	Paid	THOMAS H. LOCKER,
Rec Fee	\$ 13.00	Orange County
Doc Tax	\$	Comptroller
Int Tax	\$	By <u>CS</u>
Total	\$ 13.00	Deputy Clerk

Prepared by and to
be returned to:
Juilus J. Zechau, Esq.
Sorota and Zechau, P.A.
2515 Countryside Blvd., Suite A
Clearwater, FL 33575

2800493 ORANGE CO. FL.
08:41:00PM 06/30/87
DR3900 PG2930

FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR WIMBLETON PARK SUBDIVISION

THIS AMENDMENT made this 17th day of March, 1987
by WIMBLETON PARK RECREATION ASSOCIATION, INC., a Florida not-for-
profit corporation, hereinafter hereinafter referred to as
"Association" joined by owners of fee simple title to condominium
units in WIMBLETON PARK SUBDIVISION hereinafter referred to as
"Unit Owners".

WITNESSETH:

WHEREAS, WIMBLETON DEVELOPMENT CORPORATION, a Florida
Corporation, herein called "Developer" heretofore imposed certain cove-
nants, conditions and restrictions upon real property in Orange
County, Florida, by virtue of that certain Declaration of Covenants,
Conditions and Restrictions recorded in Official Records Book 3118, at
page 1668, Public Records of Orange County, Florida, hereinafter,
referred to as "Original Declaration;" and

WHEREAS, Article XVI of the Original Declaration provides that
the Original Declaration may be amended upon the execution and
recording in the Public Records of Orange County, Florida of an
instrument executed by the Association and Unit Owners holding not
less than two-thirds of the voting interests of the Unit Owners in the
Association; and

WHEREAS, the Association, as evidenced by its execution of this
instrument, desires to amend the Original Declaration as hereinafter
set forth; and

WHEREAS, Unit Owners holding not less than two-thirds of the
voting interests of the Unit Owners in the Association have evidenced
their assent to the amendments contained hereby by executing the join-
ders attached hereto representing 244 of the 362
Unit Owners in WIMBLETON PARK SUBDIVISION which constitutes a per-
centage greater than two-thirds (2/3) of the voting interests of the Unit
Owners in the Association.

WHEREAS, Developer has joined in the execution of this instrument
as evidenced by the execution of its joinder ~~as attached hereto~~
not attached.

NOW, THEREFORE, Association joined by Unit Owners holding not
less than two-thirds of the voting interest of the Unit Owners in the
Association amend the Original Declaration as follows:

1. Article X of the Original Declaration is hereby amended by
adding the following paragraph after paragraph 2 j):

* k) Subordination of Lien to Mortgages. The lien of the
assessments provided for herein shall be subordinate to the
lien of any first mortgage which is given to or held by a
bank, savings and loan association, Federal National Mortgage
Association (FNMA), Government National Mortgage Association
(GNMA), insurance company, mortgage company, or other insti-
tutional lender, or which is guaranteed or insured by the
Federal Housing Authority (FHA), or Veterans Administration
(VA). The sale or transfer of any Unit pursuant to foreclo-
sure of such a first mortgage or any proceeding in lieu
thereof, shall extinguish the lien of such assessments as to
payments which become due prior to such sale or transfer. No
such sale or transfer shall relieve such Unit or unit owner
from liability for any assessments thereafter becoming due or
from the lien thereof.

The Association shall, each time they are requested in writing, report to any such first mortgagee of a Unit any assessments remaining unpaid for a period longer than thirty (30) days after the same shall have become due, and shall give notice of such delinquency before instituting foreclosure proceedings against the Unit; provided, however, that such first mortgagee first shall have furnished to the Association written notice of the existence of its mortgage, which notice shall designate the Unit encumbered by a proper legal description, loan identification number and shall state the address to which notices pursuant to this Section are to be given. Any such first mortgagee holding a lien on a Unit may pay, but shall not be required to pay, any amounts secured by the lien created by this Article. There will be no ongoing obligation to report the above information."

2. Article III is hereby amended by adding the following paragraph at the end of the Article:

"The Recreation Parcel and the Easement Parcel shall not be mortgaged or conveyed without the two-thirds (2/3rds) affirmative vote of all the members of the Association.

3. Article XVIII is hereby added to the Original Declaration immediately after Articles XVII and shall read as follows:

" ARTICLE XVIII

Special Provisions to Comply with FNMA

1) Information. The Association shall make available to all Unit Owners and to lenders, holders, insurers or guarantors of any first mortgage encumbering a Unit or Lot, upon reasonable notice and for a reasonable charge not to exceed the cost of photocopying current copies of this Declaration, the Articles and the By-Laws, and any rules and regulations in force from time to time, and/or the most recent annual financial statement of the Association. Copies of any of the foregoing, and the books and records of the Association, shall be available for inspection, upon request, during normal business hours.

2) Reserves. The Association shall establish and maintain, out of regular maintenance, assessments, adequate reserve funds for periodic maintenance, repair and replacement of improvements to the Recreation Parcel and Easement Parcel and other portions of the Property which the Association is obligated to maintain.

3) Lenders Notices. Each time and from time to time as requested in writing by the lender to the Association, identifying the name and address of the holder, loan identification number, insurer or guarantor, and the Unit number or address, any mortgage holder, insurer or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the project.

(b) Any thirty (30) days delinquency in the payment of assessments or charges owed by the Owner of the Unit encumbered by its mortgage.

(c) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires that consent of a specified percentage of mortgage holders.

There will be no ongoing obligation to report the above information.

4) Fidelity Bonds. All officers of the Association dealing with funds of the Association, and such other officers as the Board of Directors may designate from time to time, shall be provided with fidelity bond coverage at the expense and for the benefit of the Association."

4. The Original Declaration, as amended, is hereby incorporated by reference as though fully set forth herein and, except as specifically amended herein above, is ratified and confirmed in its entirety.

5. This Amendment shall be effective immediately upon its recording in Orange County, Florida.

IN WITNESS WHEREOF, the undersigned has caused this Amendment to be executed by its duly authorized officers and affixed its corporate seal.

Signed, sealed and delivered in the presence of:

Com. J. Valley
Jan. 1987

WIMBLEDON PARK RECREATION ASSOCIATION, INC.

BY Leahne Trimble
President

Attest: Tabacca A. Jensen
Secretary

(CORPORATE SEAL)



STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 11th day of March, 1987 by Leahne Trimble and Tabacca A. Jensen as President and Secretary, respectively, of WIMBLEDON PARK RECREATION ASSOCIATION, INC., on behalf of the corporation.

John J. Zolman
Notary Public

My commission expires:



RECORDED & RETURNED
Theresa H. Lohr
County Comptroller, Orange Co., FL

tkxx/amend.wimb

-3-

OR3900 PG2932

Rec Fee \$ 97.00 MARTHA O. HAYNIE,
 Add Fee \$ 12.50 Orange County
 Doc Tax \$ _____ Comptroller
 Int Tax \$ _____ By RJK
 Total \$ 109.50 Deputy Clerk

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

4306758 ORANGE CO. FL.

OF

12/10/92 02:08:52pm

WIMBLETON PARK RECREATION ASSOCIATION, INC

OR 4498 PG 4816

NOTICE IS HEREBY GIVEN that at a duly called meeting of the members on November 23, 1992, by a vote of not less than two-thirds of the voting interests of the Association and after the unanimous adoption of a Resolution proposing said amendments by the Board of Directors, the Declaration of Condominium for WIMBLETON PARK RECREATION ASSOCIATION, INC., as originally recorded in O.R. Book 3118, page 1668, et seq., in the Public Records of Orange County, be and the same is hereby amended as follows:

1. THE DECLARATION OF COVENANTS AND RESTRICTIONS of WIMBLETON PARK RECREATION ASSOCIATION is hereby amended in accordance with Exhibit A attached hereto and entitled "SCHEDULE OF AMENDMENTS to DECLARATION OF CONDOMINIUM."

2. THE BYLAWS OF WIMBLETON PARK RECREATION ASSOCIATION, INC., being Exhibit B to said Declaration of Condominium, are hereby amended in accordance with Exhibit B attached hereto and entitled "SCHEDULE OF AMENDMENTS to BYLAWS."

3. THE ARTICLES OF INCORPORATION OF WIMBLETON PARK RECREATION ASSOCIATION, INC., being Exhibit C to said Declaration of Condominium, are hereby amended in accordance with Exhibit C attached hereto and entitled "SCHEDULE OF AMENDMENTS to ARTICLES OF INCORPORATION."

IN WITNESS WHEREOF, WIMBLETON PARK RECREATION ASSOCIATION, INC., has caused this Certificate of Amendment to be executed in accordance with the authority herein above expressed this 23rd day of November, 1992.

(CORPORATE SEAL)

WIMBLETON PARK RECREATION ASSOCIATION, INC.

ATTEST:

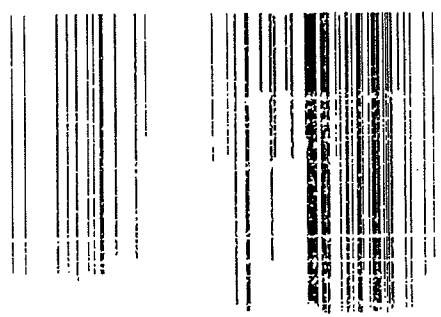
JEFF LONGSTER

SECRETARY

BY:

JAMES PARKER

PRESIDENT



Main Holder Will. Call

NOTARE ACKNOWLEDGMENT OF CERTIFICATE

STATE OF FLORIDA

COUNTY - ORANGE

DULY SWORN TO AND SUBSCRIBE BEFORE ME DECEMBER 8, 1992 BY JAMES W. PARKER - PRESIDENT AND JEFF LONGSTER - SECRETARY OF WIMBLEDON PARK RECREATION ASSOCIATION, INC. BOTH PERSONALLY KNOWN TO ME AND DID NOT TAKE AN OATH.

JAMES W. PARKER PRESIDENT

James W. Parker

JEFF LONGSTER SECRETARY

Jeff Longster

Marie McEideen

MARIE MCEIDEEN
NOTARY PUBLIC

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 12/31/93
BONDED \$5000 GENERAL LIABILITY

PREPARED BY:

Bettie Armstrong
BETTIE ARMSTRONG

WIMBLEDON PARK RECREATION ASSOCIATION, INC.
3038 S. SEMORAN BLVD.
ORLANDO, FLORIDA 32822

OR4498-FC4817

THE DECLARATION OF CONDOMINIUM OF WIMBLEDON RECREATION
CONDOMINIUM IS HEREBY AMENDED IN ACCORDANCE WITH EXHIBIT
A ATTACHED HERTO AND ENTITLED "SCHEDULE OF AMENDMENTS TO
DECLARATION OF CONDOMINIUM."

**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
WIMBLEDON PARK SUBDIVISION INCORPORATED
Orlando, Florida
(A Planned Unit Development)**

KNOW ALL MEN ~~INTENDING~~ BY THESE PRESENTS:

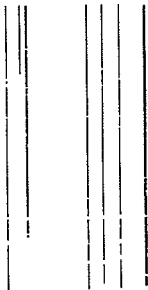
THAT, WIMBLEDON DEVELOPMENT CORPORATION ~~is a Florida corporation~~
~~and~~ a ~~Florida corporation~~ Florida corporation, being the owner of all the real property situated in Orlando,
Orange County, Florida, hereinafter described, and being desirous of subjecting said real property to certain
covenants, restrictions, reservations, servitudes, easements, charges, and liens established and provided in these
COVENANTS for the present and future use, benefit, and enjoyment of the parties hereinafter identified, does
hereby declare and submit said real property to the following covenants, restrictions, reservations, servitudes,
easements, charges, and liens which are hereby declared to be Covenants Running With The Land, and subject to
which covenants, restrictions, reservations, servitudes, easements, charges, and liens the said real property shall
be held, transferred, sold, conveyed, used, and occupied.

I

DEFINITION OF TERMS

Whenever used in these COVENANTS, the following terms shall have the following meanings:

- 1). **ASSOCIATION.** Wimbledon Park Recreation Association, Inc., a Florida corporation not-for-profit.
- 2). **ARTICLES.** The Articles of Incorporation of Association.
- 3). **BY-LAWS.** The by-laws of the ASSOCIATION.
- 4). **CONSTITUENT ASSOCIATIONS.** The condominium associations, cooperative corporations, townhouse associations, ~~homeowner associations, or owner of any rental apartment building or complex,~~ now in existence or hereafter created for the administration of condominium, cooperative, townhouse, or other residential development on portions of the PROPERTY.
- ~~5). **DEVELOPER.** WIMBLEDON DEVELOPMENT CORPORATION, a Florida corporation and its successors by merger or consolidation, and shall include any successor to whom WIMBLEDON DEVELOPMENT CORPORATION shall convey any portion of TRACTS 1, 2, 4, and 5 as same are hereinafter defined, if in the deed of conveyance or other instrument recorded in the Public Records of Orange County, Florida, simultaneously with the recording of deed of conveyance, DEVELOPER shall name and appoint said Grantee as Successor-Developer and state its own retirement as Developer.~~
- 6). **PROPERTY.** That real property located in Orange County, Florida known as WIMBLEDON PARK SUBDIVISION and described in Schedule "A" attached hereto. The PROPERTY, for purposes of this and other related documents, has been divided into five tracts, TRACT 1 ~~_____~~, TRACT 2 ~~_____~~, TRACT 3 ~~_____~~, TRACT 4 ~~_____~~, and TRACT 5 ~~_____~~. Said TRACTS are described and depicted in said Schedule "A".



- 7d). **RECREATION PARCEL.** TRACT 2 of the property described in Paragraph 6 f) above, and all improvements now or hereafter situate thereon, less the portion of TRACT 2 constituting the EASEMENT PARCEL as described in paragraph 8 f) below.
- 8d). **EASEMENT PARCEL.** That portion of TRACT 2 described in Schedule "B" attached hereto.
- 9d). **UNIT.** A single one-family dwelling unit or private dwelling located on any portion of the PROPERTY provided that such portion of the PROPERTY shall have been submitted to the operation and effect of the COVENANTS as herein provided. A UNIT may be contained in an apartment building, may have a common wall or walls with other units, or may be a detached, free-standing dwelling unit. A UNIT may be a rental UNIT contained in a rental apartment building or complex.
- 10d). **UNIT OWNER.** The owner or owners of the fee simple title to any UNIT.
- 11d). **PRIVATE ROAD EASEMENT.** The Private Road Easement dated May 22, 1980, made by DEVELOPER covering EASEMENT PARCEL recorded in Official Record Book 3118, at Page 1662, in the Public Records of Orange County, Florida.

II

PURPOSE OF COVENANTS

The Plan of Development for the PROPERTY has been established as a Planned Unit Development, although not zoned as such, as the layout and location of the TRACTS comprising PROPERTY are such that they lend themselves and require that the same be treated for all uses and purposes as a Planned Unit Development. DEVELOPER is the owner of PROPERTY, and the current status of development of PROPERTY is as follows: Upon TRACT 1 there are presently existing apartment buildings which are about to be submitted to a condominium regime which will be known as WIMBLETON PARK NO. 1 - A CONDOMINIUM, containing 202 UNITS, and which will be administered by WIMBLETON PARK - ORLANDO NO. 1, INC., a Florida non-profit corporation, a CONSTITUENT ASSOCIATION; upon TRACT 2, there are presently existing certain recreational facilities, and also on TRACT 2 there presently exist provisions for utilities and an accessway or roadway which provides a means of ingress and egress to and from and between, all of the other TRACTS. There are currently no improvements on TRACTS 3, 4, and 5.

These covenants are established and imposed for the present and future use, benefit, and enjoyment of the owner or owners of TRACTS 1, 3, 4, and 5 and the members of ASSOCIATION and such other parties as may be authorized or licensed to use the same by ASSOCIATION, all as set forth under the terms and provisions of the ARTICLES, BY-LAWS, and these COVENANTS. Said parties now or hereafter having the right to use the RECREATION PARCEL and EASEMENT PARCEL have or will have a community of interest and are or will be entitled to the use, benefit, and enjoyment of the EASEMENT PARCEL and RECREATION PARCEL as provided in the ARTICLES, BY-LAWS, and these COVENANTS. The COVENANTS establish the basis upon which the ASSOCIATION will own, administer, repair, replace, maintain, operate, and manage said EASEMENT PARCEL and RECREATION PARCEL, and establish as hereinafter set forth the basis upon which levies and assessments may be made against UNIT OWNERS and their UNITS, and a lien may be had upon the UNITS, to provide the funds for the ASSOCIATION to accomplish its purpose.

III

OWNERSHIP OF RECREATION PARCEL AND EASEMENT PARCEL

The RECREATION PARCEL and EASEMENT PARCEL, subject to the PRIVATE ROAD EASEMENT upon EASEMENT PARCEL, shall be conveyed by DEVELOPER to ASSOCIATION simultaneously with the recording of these COVENANTS, or immediately following the recording of same. ASSOCIATION shall own, administer, repair, replace, maintain, operate, and manage RECREATION PARCEL and EASEMENT PARCEL, including all facilities and improvements now or hereafter located in, to, or upon said RECREATION PARCEL and EASEMENT PARCEL, and any personal property which may now or hereafter be used in connection therewith, and may improve all of the same, all as provided under and in accordance with the provisions of the ARTICLES and BY-LAWS of ASSOCIATION, and these COVENANTS.

The ASSOCIATION shall have the right to convey EASEMENT PARCEL to any governmental authority which will accept the dedication of same as a public right of way, and from the date of such conveyance and dedication, the rights, obligations and duties of ASSOCIATION pertaining to EASEMENT PARCEL under PRIVATE ROAD EASEMENT and under these COVENANTS shall cease, and the rights, duties, and obligations of the ASSOCIATION shall thereafter pertain solely to the RECREATION PARCEL for its relationship to the present and future owner or owners of TRACTS 1, 3, 4, and 5.

IV

THE EASEMENT PARCEL

The EASEMENT PARCEL, as provided under the PRIVATE ROAD EASEMENT, and subject thereto, whether or not any TRACTS are submitted to the effect and operation of these COVENANTS, shall be used as provided under said PRIVATE ROAD EASEMENT and for the following purposes: The installation, repair, replacement, and maintenance, on a non-exclusive basis, of lines, mains, and facilities for the transmission and provision of utilities, cable television, and the like, to serve TRACTS 1, 2, 3, 4, and 5, all as the rights for such uses may be now or hereafter dedicated and/or granted of record; and a roadway and accessway to and from, and between, said TRACTS 1, 2, 3, 4, and 5. All such uses shall be subject to such reasonable rules and regulations as may be adopted and promulgated by ASSOCIATION governing said EASEMENT PARCEL. Under no circumstances may the present or future owner or owners of said TRACTS 1, 2, 3, 4 and 5 or their respective tenants, guests, and invitees, be denied the use of the EASEMENT PARCEL for the aforescribed purposes, although such use shall be pursuant to the aforesaid reasonable rules and regulations established and promulgated by ASSOCIATION from time to time. The foregoing right in favor of said present and future owner or owners of said TRACTS shall exist regardless of whether any levies and assessments, or liens to secure the same, are paid to the ASSOCIATION, without the foregoing operating to relieve any party from liability for any said levies and assessments and/or liens therefor as provided herein where applicable.

The ASSOCIATION shall have the right to grant non-exclusive easements to others into and over the EASEMENT PARCEL as it shall determine from time to time for ingress and egress and for utilities. DEVELOPER, as long as it shall be the owner of the UNITS which have been submitted to the operation and effect of the COVENANTS or as long as it shall own any portion of the Eligible Property, whichever shall be later, shall have the right to grant non-exclusive easements for ingress and egress and for utilities into and over the EASEMENT PARCEL as an appurtenance to any UNITS or any portion of the PROPERTY which it may own, and for such purpose the ASSOCIATION by acceptance of conveyance of title to EASEMENT PARCEL shall be conclusively deemed to have granted to DEVELOPER an irrevocable power of attorney coupled with an interest.

Y

THE RECREATION PARCEL

The RECREATION PARCEL shall be used by the parties entitled thereto under provisions of the ARTICLES, BY-LAWS, and these COVENANTS, in compliance therewith and such reasonable rules and regulations as may be promulgated by ASSOCIATION governing the use of the RECREATION PARCEL and the improvements thereon and personal property used in connection therewith. The parties entitled to the use of RECREATION PARCEL shall be established and determined, and limited, as provided in the ARTICLES, BY-LAWS, and these COVENANTS.

The use of RECREATION PARCEL, the rules and regulations relating thereto, and fees and charges therefor, shall be as the ASSOCIATION may establish and approve from time to time, ~~subject to the rights of the DEVELOPER,~~ all as set forth in the ARTICLES and BY-LAWS. The right of ASSOCIATION to make, levy, assess, and collect fees and charges for use of RECREATION PARCEL (and EASEMENT PARCEL) shall be mandatory, and all UNIT OWNERS and their UNITS subject to the provisions hereof shall be bound thereby, and such UNIT OWNERS may not avoid any liability for the assessments provided for herein whether or not such UNIT OWNERS do or do not use the RECREATION PARCEL.

All UNIT OWNERS and their UNITS subject to the effect and operation of these COVENANTS shall automatically have, and said UNIT OWNERS are hereby given, as an appurtenance to each UNIT, the non-severable right and privilege of use of the RECREATION PARCEL, its improvements, and the personal property, for all lawful reasonable and customary purposes, subject to the reasonable rules and regulations adopted and promulgated from time to time by ASSOCIATION. Such appurtenant right of use of RECREATION PARCEL will extend to the families of UNIT OWNERS (and their tenants, guest, and invitees pursuant to the rules and regulations of ASSOCIATION), persons designated by any corporate UNIT OWNERS who may then have the right to use any UNIT, and said RECREATION PARCEL ~~may be used by the DEVELOPER or others~~ as such right may be reserved in the ARTICLES, BY-LAWS, and in these COVENANTS. The right to use the RECREATION PARCEL automatically includes the right to use the EASEMENT PARCEL for ingress and egress.

VI

BINDING EFFECT

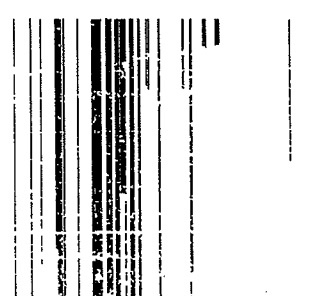
UNIT OWNERS, by virtue of their ownership of any UNIT, and all parties residing in any UNIT, and all present and future or all owners of all Eligible Property ~~and the DEVELOPER,~~ shall be bound by the provisions of the ARTICLES, BY-LAWS, and these COVENANTS, and by the reasonable rules and regulations which may be adopted and promulgated by the ASSOCIATION governing use of RECREATION PARCEL and EASEMENT PARCEL from time to time, and the provisions of the ARTICLES, BY-LAWS, and these COVENANTS, and all said rules and regulations adopted and promulgated by ASSOCIATION, may be enforced by ASSOCIATION as provided herein and as may be provided under applicable law, including court action, suspension of the privilege of use and enjoyment of the RECREATION PARCEL, and levying reasonable fines for violations which must be paid as a condition precedent to the continued or resumption of use and enjoyment by any other violator after violation. The ASSOCIATION may be entitled to have and seek damages and other injunctive relief against violators, and no action by ASSOCIATION shall be deemed to be a waiver of any other right, remedy, or privilege available to it.

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VII

**PROPERTY SUBJECT TO COVENANTS:
~~ELIGIBLE PROPERTY; SUBMISSION AND WITHDRAWAL~~**

- 1) ~~RECREATION PARCEL, EASEMENT PARCEL, TRACTS 1, 2, 3, 4, and 5. Upon the recording of the COVENANTS in the Public Records of Orange County of the COVENANTS, the RECREATION PARCEL, the EASEMENT PARCEL and TRACTS 1, 2, 3, 4, and 5 shall immediately and forever become subject to the operation and effect of the COVENANT.~~
- 2) ~~TRACTS 3, 4, and 5. DEVELOPER shall have the right at any time and from time to time to submit all or any portion of TRACTS 3, 4, and 5 to the operation and effect of the COVENANTS. TRACTS 3, 4, and 5 are hereinafter sometimes referred to as "Eligible Property". It shall be a condition to the submission of any of the Eligible Property that the portion thereof being submitted shall be improved or partially improved with UNITS. DEVELOPER shall have the absolute right but not the obligation to submit all or any portion of the Eligible Property to the operation and effect of the COVENANTS without the consent of or prior notice to any other party, including but not limited to UNIT OWNERS, CONSTITUENT ASSOCIATIONS, and the ASSOCIATION.~~
- 3) ~~METHOD OF SUBMISSION OF ELIGIBLE PROPERTY. The method of submission of Eligible Property to the operation and effect of the COVENANTS shall be by the recording by the DEVELOPER in the Public Records of Orange County, Florida of a Declaration of submission of the portion of the Eligible Property then being submitted to the COVENANTS. Such Declaration shall contain the legal description of the portion of the Eligible Property being so submitted and shall be executed by DEVELOPER in the manner provided for the execution of deeds in the State of Florida. Promptly upon recording of any such Declaration of Submission, DEVELOPER shall give written notice of the fact and date of such recording to the ASSOCIATION which notice shall be accompanied by a copy of such Declaration of Submission. Any portion of the Eligible Property and the UNIT OWNERS thereon, after the recording of a Declaration of Submission covering such portion of the Eligible Property, shall be entitled to all of the rights and privileges conferred by the ARTICLES, BY LAWS, and these COVENANTS and shall be bound by all of the obligations and duties imposed thereunder.~~
- 4) ~~WITHDRAWAL OF PROPERTY FROM THE COVENANTS. So long as DEVELOPER shall be the sole owner of any portion of TRACTS 3, 4, and 5 which portion has been submitted to the COVENANTS, DEVELOPER shall have the right to withdraw such portion of said TRACTS from the operation and effect thereof to the same effect and extent as though same had never been submitted. Such withdrawal shall be effected by the recording in the Public Records of Orange County, Florida of a Declaration of Withdrawal describing the property being withdrawn executed by DEVELOPER with the formalities of a deed. In the event of any such withdrawal, DEVELOPER shall pay to the Property Association all assessment installments applicable to the property being withdrawn which have become due as of the date of withdrawal, and DEVELOPER shall not have any obligation for any assessment to ASSOCIATION applicable to the withdrawn property for any period following the date of withdrawal. Notwithstanding, the DEVELOPER shall not have the right to withdraw any of the TRACT or TRACTS submitted to the effect and operation of these COVENANTS if such portion of subject TRACT or TRACTS have been submitted to a condominium regime.~~



VIII
ARTICLES AND BY-LAWS

Membership in ASSOCIATION shall be as provided in the ARTICLES and BY-LAWS. Membership in ASSOCIATION shall be established and terminated at all times as an appurtenance to ownership of UNITS and/or appurtenance to Eligible Property as provided in said ARTICLES and BY-LAWS, and herein. Voting rights of members and election and/or designation of directors of ASSOCIATION shall be as determined and provided in the ARTICLES and BY-LAWS.

X
ASSESSMENTS, LIEN AND PERSONAL OBLIGATIONS

1). Levies and assessments shall be made against UNIT OWNERS whose UNITS are subject to the operation and effect of these COVENANTS.

2). The levies and assessments shall be made, levied, assessed, and collected, as hereinafter provided:

a). **AUTHORITY FOR AND PURPOSE OF ASSESSMENTS.** The ASSOCIATION is authorized and empowered to levy: (i) annual assessments for the purpose of providing funds to defray the expense of normal operation and maintenance of the RECREATION PARCEL and the EASEMENT PARCEL to promote the recreation, social and community life, and welfare of the UNIT OWNERS; and (ii) special assessments for such capital improvements or major repairs as shall be determined to be advisable by the Board of Directors of the ASSOCIATION.

b). **ADOPTION OF ASSESSMENT AND APPORTIONMENT TO UNITS; PAYMENT.** The Board of Directors of the ASSOCIATION shall not later than September 30th of each calendar year establish a proposed budget for the next ensuing calendar year. The projected budget shall project all expenses for the next ensuing year which may be required for the proper operation, management, and maintenance of the RECREATION PARCEL and its facilities and the EASEMENT PARCEL, including a reasonable allowance for contingencies and reserves, taking into account anticipated income which shall be applied in reduction of the amounts required to be collected as an assessment each year. Upon adoption of each projected annual budget, the Board of Directors shall cause copies of same to be delivered to each member not less than 30 days prior to the meeting of the Board of Directors of the ASSOCIATION at which the proposed budget will be considered for final adoption. The members shall be given written notice of the time and place of the meeting of said Board of Directors which will consider such final adoption and such meeting shall be open to the UNIT OWNERS. If the proposed budget requires assessment of each UNIT OWNER of an amount exceeding 115 percent of the assessment for the calendar year immediately preceding the calendar year to which the proposed budget is to apply, said Board of Directors, upon written application of 10 percent of the UNIT OWNERS, shall call a special meeting of the members within 30 days, upon not less than 10 days written notice to each UNIT OWNER. In such voting regarding adoption of a budget at such special meeting of the members, the UNIT OWNERS shall be entitled to vote on the questions of the adoption of a budget and for such purpose each UNIT OWNER shall have one vote for each UNIT owned by him and in the case of UNITS subject to multiple ownership the casting of votes for those UNITS shall be determined as provided in the ARTICLES and BY-LAWS. For the purpose of determining whether assessments based upon the proposed budget would exceed 115 percent of assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of property owned by ASSOCIATION, anticipated expenses of said ASSOCIATION not anticipated to be incurred on a regular or annual basis, and provisions for betterments to the RECREATION PARCEL shall be excluded from the computation.

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The amount of the annual budget as finally adopted shall be apportioned on an equal and uniform basis to each UNIT subject to the COVENANTS. The amount assessed against each UNIT subject to the COVENANTS shall be calculated by dividing the total amount of the annual budget by the total number of UNITS subject to the COVENANTS as of December 15 next preceding the calendar year to which the adopted budget applies. ~~IF UNITS not subject to the COVENANTS at the time of such apportionment shall thereafter be submitted to the operation and effect of the COVENANTS such newly submitted UNITS shall be subject, from the date of their submission, to the same per-unit assessment for the calendar year or remainder of the calendar year as the UNITS which were subject to the operation and effect of the COVENANTS at the time of apportionment.~~

Special Assessments for the purpose provided in Paragraph 2(b) of this Article may be adopted and apportioned by the Board of Directors of the ASSOCIATION from time to time. Such special assessments shall be apportioned on a uniform and equal basis in the same manner as hereinabove provided for the apportionment of annual assessments and shall apply to the UNITS subject to the operation and effect of the COVENANTS at the time of adoption and apportionment ~~and to UNITS thereafter submitted in the case as provided in the case of annual assessments.~~ The assessments, annual or special, shall be payable in installments not less frequent than quarterly nor more frequent than monthly, as the Board of Directors of the ASSOCIATION shall determine. Said assessments shall be payable in the manner, shall constitute a lien upon UNITS to which assessed, shall bear interest upon default, and be enforceable as hereinafter provided.

The Board of Directors of the ASSOCIATION shall cause written notice to be given to each UNIT OWNER of each annual and special assessment which notice shall state the amount and due date or interval of payment of each installment becoming due. Each installment of such annual or special assessment shall thereafter become due as indicated in said notice without further notice or demand and any installment not paid within 10 days after its due date shall be deemed in default.

- c). LIEN AND PERSONAL OBLIGATION OF ASSESSMENTS. DEVELOPER, for each Unit owned by it upon any portion of TRACTS 1, 3, 4, and 5 submitted to the operation and effect of the COVENANTS, whether such units presently exist or are hereafter constructed, hereby covenants, and each UNIT OWNER, by acceptance of a conveyance thereof, including any purchase at a judicial sale, shall be deemed to covenant and agree to pay to the ASSOCIATION the assessments, annual or special, made and apportioned to the respective UNITS owned by them. All such assessments, together with interest thereon from default at the highest applicable interest rate under the laws of the State of Florida, and all costs of collection and enforcement, including reasonable attorneys' fees, shall be charged upon and a continuing lien upon each UNIT against which each such assessment is made. Each assessment shall be the personal obligation of all of the UNIT OWNERS of such UNIT. The personal liability herein provided shall extend to all assessments and installments thereof due or becoming due while the party or parties against whom said liability shall be asserted is the owner or are the owners of a UNIT and shall extend to all interest thereon and cost of collection. No UNIT OWNER may exempt himself or escape from liability for any assessment against his UNIT by waiver of the use or nonuse of the RECREATION PARCEL or the BASEMENT PARCEL, or by abandonment of the assessed UNIT. Upon transfer or conveyance of any UNIT the owner or owners of such UNIT transferring same shall remain liable and the owner or owners acquiring said UNIT shall by acquisition assume and become liable for the payment of all assessments or installments thereof then due. No former UNIT OWNER shall be liable for any assessment or installment thereof first becoming due subsequent to his or her conveyance of the assessed UNIT.

- d). **RECORDING OF LIEN.** The lien herein granted and created in favor of the ASSOCIATION shall be effective as to any UNIT against which same shall be asserted from and after the time of recording in the Public Records of Orange County, Florida a claim of lien stating the description of the UNIT encumbered thereby, the name of the record owner, the amount due, and the date due. The lien shall continue in effect thereafter until all sums secured by said lien, including interest and cost of collection, have been paid in full. Such claims of lien shall include only assessments which are due and payable as of the date of recordation of the claim of lien, plus interest and cost of collection. Such claims of lien shall be executed and verified by an officer or agent of the property association. Upon payment of all sums secured by any such claim of lien, the ASSOCIATION shall deliver to the UNIT OWNER or OWNERS of the UNIT affected, a recordable satisfaction of said claim of lien.
- e). **COLLECTION AND ENFORCEMENT.** The amount of any assessment or installment thereof which shall be in default, plus interest thereon and all costs of collection, including reasonable attorneys' fees, may be collected from any of the parties liable therefor under the terms hereof by the ASSOCIATION by action at law or in any lawful manner. The lien created in favor of ASSOCIATION hereunder to secure assessments, interest thereon, and cost of collection, may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida.
- f). **ACQUISITION OF UNIT BY MORTGAGE IN FORECLOSURE, ETC.** If any person, firm, or corporation shall acquire title to any UNIT by virtue of any foreclosure or judicial sale or by deed in lieu of foreclosure, such person, firm, or corporation so acquiring title shall only be liable and obligated for assessments becoming due and payable for said UNIT on or subsequent to the date of acquisition of such title, and shall not be liable for payment of any assessments which were in default at the time of acquisition of such title, and the UNIT shall stand relieved of the lien of any assessment installments which shall have become due and payable prior to such acquisition of title. Upon the termination of the lien herein provided upon any UNIT for unpaid installments of any assessment which termination shall occur by virtue of foreclosure or judicial sale or deed in lieu of foreclosure, the amount of the unpaid installments shall be charges ~~to~~ such reserves therefor as shall have been established and budgeted by the Board of Directors of the ASSOCIATION, but nothing herein contained shall be construed as releasing any party personally liable for such unpaid installments.
- g). **ACCELERATION OF UNPAID INSTALLMENTS.** If any installment of any assessment shall become in default, the ASSOCIATION shall have the right to declare immediately due and payable all remaining unpaid installments of such assessment to the same effect and extent as if same were due on the date of the installment in default. In such case the liability of all parties liable shall extend to the full amount of all unpaid installments of such assessments and the lien herein granted and created shall extend to the full amount of all unpaid installments of said assessments. In such case the unpaid installments, together with interest and cost of collection as hereinabove provided, shall be collectable in any manner provided by law or provided hereunder, including but not limited to foreclosure of the lien. Notwithstanding the provisions of this Paragraph, if any party shall acquire title to any UNIT by foreclosure or judicial sale or by deed in lieu of foreclosure, such party shall not be liable for any installment which, except for the acceleration provided in this Paragraph, would not have been due and payable on the date of its acquisition of title and in such case the provisions of Paragraph 2(f) shall apply in the same manner and to the same extent and effect as if there had been no acceleration of the maturity of the unpaid installments of any assessment.

- b). **PARITY OF LIEN WITH ASSESSMENT OF CONSTITUENT ASSOCIATION.** The lien of the ASSOCIATION for its assessments shall be equal in rank and priority with the lien of any CONSTITUENT ASSOCIATION for any amount due to any such CONSTITUENT ASSOCIATION. Neither the lien of the ASSOCIATION for any assessment or installment thereof nor the lien of any CONSTITUENT ASSOCIATION upon any UNIT shall be subordinate or superior to the other but each shall be of equal lien, rank, dignity, and priority with the other.
- i). **NONWAIVER OF REMEDY.** The resort by the ASSOCIATION to any remedy provided by law or provided under the COVENANTS to effect collection of any sum due under the COVENANTS or to enforce or foreclose any lien therefor shall not constitute a waiver of any other remedy or right of the ASSOCIATION to effect collection or enforce its lien. Action against any party or parties liable for any sum due the ASSOCIATION shall not constitute a release or waiver of the liability of any other party liable and liability shall be discharged only by payment. Resort to any remedy shall not constitute an election of remedies.
- j). **COLLECTION THROUGH CONSTITUENT ASSOCIATIONS.** The ASSOCIATION shall have the right to delegate to any CONSTITUENT ASSOCIATION the collection from the UNIT OWNERS in the portion of PROPERTY subject to administration by such CONSTITUENT ASSOCIATION of the assessments and installments thereof levied upon the UNITS included in that portion of the PROPERTY subject to administration by such CONSTITUENT ASSOCIATION. The delegation of such authority shall be at the discretion of the ASSOCIATION, shall be accomplished by a written instrument executed in such a manner as to entitle same to be recorded in the Public Records of Orange County, Florida and shall be terminable at any time by the ASSOCIATION in the same manner. If such authority shall be delegated by the ASSOCIATION to any CONSTITUENT ASSOCIATION, such CONSTITUENT ASSOCIATION shall be obligated to undertake collection and to use reasonable diligence in effecting collection at its own cost and expense, including but not limited to institution of such court action as may be necessary to effect collection, provided that no action may be instituted by a CONSTITUENT ASSOCIATION in the name of the ASSOCIATION without the prior written specific consent and authorization of the ASSOCIATION to such action. If the ASSOCIATION shall so determine it may cause any CONSTITUENT ASSOCIATION to give such notices to the unit-owners [REDACTED] on the portion of PROPERTY subject to the administration by such CONSTITUENT ASSOCIATION as may be required or permitted under the COVENANTS in such case upon written request therefor delivered to the CONSTITUENT ASSOCIATION by the ASSOCIATION. The CONSTITUENT ASSOCIATION shall be obligated to undertake with reasonable diligence the giving of any such notices. The authority for the giving of notices required or permitted to be given by the ASSOCIATION under the COVENANTS may be terminated as to any CONSTITUENT ASSOCIATION by written notice to such CONSTITUENT ASSOCIATION.

XI

RESTRICTIONS ON RECREATION AND EASEMENT PARCELS

- i). **RECREATION PARCEL.** For the duration of the COVENANTS as hereinafter provided, the RECREATION PARCEL shall be used for no purpose other than for the operation of recreational, social, and community facilities for the exclusive use and enjoyment and benefit of the UNIT OWNERS, and such parties as shall be authorized or licensed to use same by the ASSOCIATION, and ~~DEVELOPER~~ ^{NO USE} may be made of the RECREATION PARCEL which shall violate zoning ordinances or other applicable laws of governmental regulations.

- 2). **EASEMENT PARCEL.** For the duration of the COVENANTS as hereinafter provided, the EASEMENT PARCEL shall be used for no purpose other than for ingress and egress to and from, and between, the RECREATION PARCEL and TRACTS 1, 3, 4, and 5, and for installation and maintenance of utilities. The EASEMENT PARCEL shall be maintained as a private road and accessway to serve the RECREATION PARCEL and said TRACTS 1, 3, 4, and 5.

XII

PERIOD FOR SUBMISSION OF THE PROPERTY TO THE COVENANTS:

MINIMUM AND MAXIMUM NUMBER OF UNITS

- 1) ~~PERIOD FOR SUBMISSION OF THE PROPERTY.~~ DEVELOPER shall have the right to submit portions of TRACTS 2, 4, and 5 to the COVENANTS from time to time and at any time for a period of ten years next following the date of the recording of the COVENANTS in the Public Records of Orange County, Florida. ~~Any portion of said TRACTS which shall not have been submitted to the operation and effect of the COVENANTS within the ten years next following the date of said recording of the COVENANTS shall no longer be eligible for submission.~~
- 2). **MINIMUM AND MAXIMUM NUMBER OF UNITS.** At no time shall there be less than 303 ~~UNITS~~ UNITS subject to the operation and effect of the COVENANTS nor shall there be at any time more than 660 ~~UNITS~~ UNITS subject to the same. If at any time there shall be less than the above stated minimum number of UNITS subject to the operation and effect of the COVENANTS, the COVENANTS shall cease and terminate and be of no further force or effect, provided that if the number of UNITS subject to the COVENANTS shall be reduced below the minimum number by virtue of the occurrence of a casualty by which UNITS are destroyed the required minimum number of UNITS shall be reduced to those remaining subject to the COVENANTS until the destroyed UNITS shall be restored at which time the required minimum number of UNITS shall again be increased to the first above stated minimum number of UNITS. Any attempt to submit any portion of TRACTS 2, 4, and 5 ~~COVENANTS~~, which submission would cause the total number of units then subject to the operation and effect of the COVENANTS to exceed the above stated maximum, shall be void and of no effect.

XIII

INSURANCE

The following insurance coverage shall be maintained in full force and effect by ASSOCIATION covering the operation and management of the RECREATION PARCEL and the EASEMENT PARCEL:

A. Hazard insurance covering all of the Improvements on the RECREATION PARCEL and the EASEMENT PARCEL in an amount equal to one hundred percent (100%) of the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier; such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage and other perils endorsement, subject to such deductible provision as the Board of Directors of ASSOCIATION may approve from time to time; and (ii) such other risks of a similar or ~~disaster~~ nature's ~~life~~ or shall be customarily covered with respect to buildings similar in construction, location, and use, including, but not limited to, vandalism, malicious mischief, windstorm, water damage, flood, and war risk insurance, if available.

B. Public liability and property damage insurance in such amounts and in such form as shall be required by ASSOCIATION to protect said ASSOCIATION, including, but not limited to, hired automobile, non-owned automobile, and off-premises employee coverage, provided that the minimum amount of coverage shall be single limit coverage of at least \$1,000,000 per occurrence in respect to personal injury and/or property damage.

C. Workmen's Compensation insurance to meet the requirements of law.

D. [REDACTED]

D. Such other insurance coverage as the Board of Directors of ASSOCIATION, in its sole discretion, may determine from time to time to be in the best interests of ASSOCIATION.

E. All liability insurance maintained by ASSOCIATION shall contain liability endorsements to cover liability of all owners of UNITS as a group to each UNIT owner.

F. The Board of Directors of ASSOCIATION shall have the right to select the insurance company or companies with whom insurance coverage may be placed, provided that the insurance company designated by ASSOCIATION must have a financial rating by Best's Insurance Reports of Class VI or better. All parties beneficially interested in such insurance coverage shall be bound by such selection so made, except as hereinafter provided.

XIV

NOTICES

Any notice required or permitted to be sent to any UNIT OWNER under the provisions of the COVENANTS shall be deemed to have been properly sent when mailed, postage paid, to any UNIT owned by such UNIT OWNER. The notice shall be deemed effective when so mailed on the third day not a Saturday, Sunday or legal Holiday next following the date of mailing. Any notice may be given by personal delivery to the UNIT OWNER or to his UNIT and in such case shall be effective upon such delivery.

As to any matter affecting all UNIT OWNERS, a copy of any notice or notice thereof shall in addition to being sent to each UNIT OWNER be posted in a conspicuous place on RECREATION PARCEL.

XV

EFFECTIVE DATE AND DURATION OF COVENANTS

The effective date of the COVENANTS shall be the date of recording of same in the Public Records of Orange County, Florida. The COVENANTS shall run with and bind the PROPERTY, and shall inure to the benefit of and be enforceable by the DEVELOPER, the ASSOCIATION, or any UNIT OWNER and their respective successors and assigns for a term of 50 years from the [REDACTED] effective date, after which time the COVENANTS shall automatically be extended for successive periods of ten years unless an instrument signed by the then UNIT OWNERS of two thirds of the UNITS has been recorded in the Public Records of Orange County, Florida agreeing to terminate the COVENANTS. Upon violation or breach of any condition, covenant, or restriction contained in the COVENANTS, the DEVELOPER or the ASSOCIATION or any UNIT OWNER, in addition to any other remedy, shall have the right to proceed by action in court to compel a compliance or to cure such violation or breach.

XVI

AMENDMENT

The COVENANTS may be amended at any time and from time to time upon execution and recording in the Public Records of Orange County, Florida of an instrument executed by the ASSOCIATION and UNIT OWNERS holding not less than two-thirds ~~of the voting interests of the UNIT OWNERS in the ASSOCIATION~~, provided that as long as DEVELOPER is the owner of any UNIT or of any portion of the Eligible Property to be submitted to the operation and effect of the COVENANTS, no amendment shall be effective without DEVELOPER'S expressed written joinder and consent.

XVII

IN GENERAL

- 1). **SINGULAR, PLURAL, GENDER.** Whenever the context of this instrument requires or admits, the singular shall include the plural and the singular, and the use of any gender shall include all genders.
- 2). **LAWS IN EFFECT.** These COVENANTS shall be construed and enforced under and pursuant to laws of the State of Florida.

IN WITNESS WHEREOF, DEVELOPER ~~ASSOCIATION~~ has executed this ~~declaration~~ declaration of Covenants and Restrictions the day and year first above written ~~above~~.

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OR 4498 PG 4829

THE BYLAWS OF WIMBLEDON RECREATION CONDOMINIUM ASSOCIATION, INC.,
BEING EXHIBIT B TO SAID DECLARATION OF CONDOMINIUM, ARE HEREBY
AMENDED IN ACCORDANCE WITH EXHIBIT B ATTACHED HERETO AND
ENTITLED "SCHEDULE OF AMENDMENTS TO BYLAWS."

BY-LAWS
OF
WIMBLEDON PARK RECREATION ASSOCIATION INC
A Corporation not for Profit

Under the Laws of the State of Florida

1. **IDENTITY AND APPLICATION:**

These are the By-Laws of WIMBLEDON PARK RECREATION ASSOCIATION INC., a corporation not for profit under the laws of the State of Florida, the Articles of Incorporation of which have been filed in the Office of the Secretary of State, State of Florida. Said Corporation, hereinafter called "ASSOCIATION", has been organized for the purpose of acquiring, owning, administering, repairing, replacing, maintaining, operating, and managing TRACT 2 of the property described in Schedule "A" to the Declaration of Covenants and Restrictions for WIMBLEDON PARK SUBDIVISION, and the Improvements now or hereafter situate thereon, for the use, benefit and enjoyment of the owners of TRACTS 1, 3, 4, and 5 of said Subdivision and the members of ASSOCIATION and such other parties as may be authorized or licensed to use the same by ASSOCIATION, all as set forth under the terms and provisions of the Articles of Incorporation of ASSOCIATION and these By-Laws, and of the Declaration of Covenants and Restrictions (the "Covenants") which will be recorded in the Public Records of Orange County, Florida covering the property described in Schedule "A" to the Covenants.

These By-Laws are expressly subject to the terms and provisions of the Articles of Incorporation and said Covenants as same shall be recorded, the terms and provisions of said Articles of Incorporation and Covenants to be controlling wherever the same may be in conflict with these By-Laws.

All present and future Members and their guests and invitees, and any other person who might use any of the property and facilities owned, operated, or managed by the ASSOCIATION are subject to the regulations set forth in these By-Laws and in said Articles of Incorporation and the Covenants

2. **DEFINITIONS:**

Wherever used in these By-Laws, the following terms shall have the following meanings:

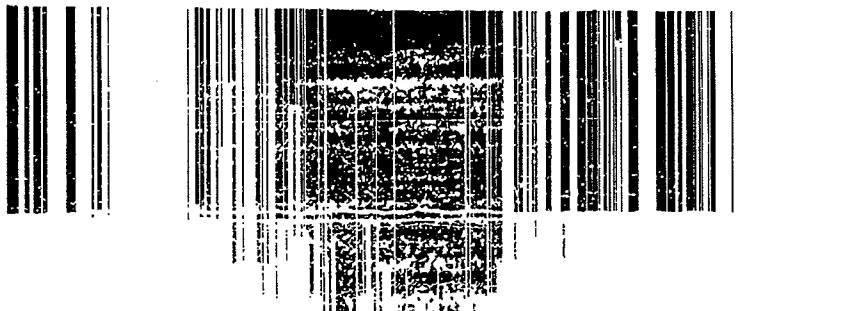
(a) "CONSTITUENT ASSOCIATIONS" shall mean the condominium associations, cooperative corporations, townhouse associations, homeowner associations, or owner of any rental apartment building or complex now in existence or hereafter created for the administration of condominium, cooperative, townhouse, or other residential development on portions of the PROPERTY.

~~(b) "DEVELOPER" shall mean WIMBLEDON DEVELOPMENT CORPORATION, a Florida corporation and its successors by merger or consolidation, and shall include any successors to whom WIMBLEDON DEVELOPMENT CORPORATION shall convey any portion of TRACTS 1, 3, 4, and 5 as same are hereinafter defined, if in the deed of conveyance or other instrument recorded in the Public Records of Orange County, Florida, simultaneously with the recording of the deed of conveyance, WIMBLEDON DEVELOPMENT CORPORATION shall name and appoint said Grantee as its Successor Developer and state its own retirement as Developer.~~

(c) "PROPERTY" shall mean that real property located in Orange County, Florida known as WIMBLEDON PARK SUBDIVISION and described in Schedule "A" to the covenants.

(d) "RECREATIONAL PARCEL" shall mean TRACT 2 of the above Subdivision, and all improvements now or hereafter situate thereon, less that portion of TRACT 2 constituting the EASEMENT PARCEL as described in paragraph (e) below.

OR 4 498 PG 4 830



(c) "BASEMENT PARCEL" shall mean that portion of TRACT 2 described in Schedule "B" to the Covenants.

(d) "UNIT" shall mean a single one-family dwelling unit or private dwelling located on any portion of the PROPERTY provided that such portion of the PROPERTY shall have been submitted to the operation and effect of the Covenants as therein provided. A UNIT may be contained in an apartment building, may have a common wall or walls with other units, or may be a detached, free-standing dwelling unit. A UNIT may be a rental UNIT contained in a rental-apartment building or complex.

(e) "UNIT OWNER" means the owner or owners of the fee simple title to any UNIT.

3. OFFICE LOCATION:

The office of the association shall be at 3100 South Semoran Boulevard, Orlando, Florida, 32809, or such other place as the Board of Directors shall determine from time to time.

4. FISCAL YEAR:

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

5. SEAL:

The seal of the ASSOCIATION shall bear the name of the ASSOCIATION, the word "FLORIDA", the words "CORPORATION NOT FOR PROFIT", and the year of incorporation.

6. MEMBERSHIP, VOTING, QUORUM, PROXIES:

(a) The qualification of Members, the manner of their admission to Membership and termination of such Membership, and voting by Members, shall be as set forth in ARTICLE IV of the Articles of Incorporation of the ASSOCIATION, the provisions of which ARTICLES of the Articles of Incorporation are incorporated herein by reference.

(b) A quorum at Members' Meetings shall consist of persons entitled to cast a majority of the votes of the entire Membership. The joinder of a member in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such person for the purpose of determining a quorum.

(c) The vote of the OWNERS of a UNIT owned by more than one person or by a corporation or other entity shall be cast by the person named in a certificate signed by all of the OWNERS of the UNIT and filed with the Secretary of the ASSOCIATION, and such certificate shall be valid until revoked by subsequent certificate. If such a certificate is not on file, the vote of such OWNERS shall not be considered in determining the requirement for a quorum, nor for any other purpose. The person named in any such certificate shall have the right to designate proxy or proxies to cast the vote of the OWNERS of a UNIT who have executed such certificate. Provided, however, wherever any unit is owned by husband and wife, absent any written notice by them to the contrary, the husband or wife, as the case may be, shall be treated and regarded as the agent and proxy of the other when in attendance at any Membership Meeting for the purpose of determining a quorum and casting the vote for each UNIT owned by them, without necessity for filing of a certificate.

(d) Votes may be cast in person or by proxy ~~if the proxy is authorized by the~~
~~owner~~. Proxies shall be valid only for the particular Meeting designated thereon and must be filed with the Secretary before the appointed time of the Meeting.

(e) Approval or disapproval of a UNIT owner upon any matters, whether or not the subject of an ASSOCIATION Meeting, shall be by the same person who would cast the vote of such OWNER if in an ASSOCIATION Meeting.

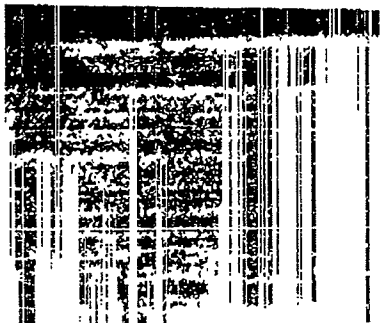
(f) Except where otherwise required under the provisions of the Articles of Incorporation of the ASSOCIATION, or these By-Laws, or by law, the affirmative vote of the OWNERS of a majority of the UNITS represented at any duly called Members' Meeting at which a quorum is present shall be binding upon the Members.

7. MEETING OF MEMBERSHIP:

(a) Meetings of the Membership shall be held upon call of the Board of Directors at such time and place in Orange County, Florida, as the Board of Directors shall determine. In the absence of the call of a Meeting by the Board of Directors, the President or Vice President of the ASSOCIATION shall call a Meeting of the Membership upon receipt of written request for a Membership Meeting signed by Members entitled to cast not less than 40% of the votes to which the Membership would then be entitled at a Meeting of the Membership, and upon receipt of such request by the ASSOCIATION, the President, Vice President, or Secretary shall call a Meeting of the Membership at the time and place designated in said notice, or if none shall be designated at such time and place as shall be determined by the officer calling such Meeting, provided that said Meeting shall be held in Orange County, Florida, not less than twenty (20) days after the receipt of the request for same, nor more than sixty (60) days thereafter.

(b) If the Board of Directors shall adopt a proposed budget requiring assessment of each UNIT OWNER of an amount exceeding 115% of the assessment for the calendar year immediately preceding the calendar year to which the proposed budget is to apply, the Board of Directors upon written application of 10% of the UNIT OWNERS shall call a Special Meeting of the Members within thirty (30) days, upon not less than ten (10) days' written notice to each UNIT OWNER. At such Meeting so called, the UNIT OWNERS shall consider and enact a budget by vote of not less than a majority vote of all UNIT OWNERS. At such Meeting no vote shall be taken on any matter other than the budget unless said Meeting has been called under other provisions of these By-Laws than this item 7(b).

(c) Notice of all Member Meetings shall be given by the President, Vice President, or Secretary of the ASSOCIATION, or other officer of the ASSOCIATION in absence of said officers, to each Member, unless waived in writing, such notice to be written or printed and to state the time and place and object for which the Meeting is called. Such notice shall be given to each Member not less than fourteen (14) days nor more than thirty (30) days prior to the date set for such Meeting, which notice shall be mailed or presented personally to each member within said time. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, postage prepaid, addressed to the Member at his UNIT ~~address~~. Such mailing shall be by ordinary U.S. Mail. Proof of such mailing may be by the affidavit of the person giving the notice. A notice of the Meeting shall be posted in a conspicuous place on the RECREATION PARCEL at least fourteen (14) days (10) days in the case of a Meeting under 7(b) prior to the Meeting. Any Member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the ASSOCIATION, whether before or after the holding of the Meeting, shall be deemed equivalent to the giving of such notice to such Member. If any Members' Meeting cannot be organized because a quorum has not attended, or because a greater percentage of the Membership required hereunder by the Articles



of Incorporation, the Covenants, or the By-Laws to constitute a quorum for particular purposes has not attended, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum, or the required percentage of attendance is greater than a quorum is present.

(d) The order of business at members' meetings shall be:

- i) Call-of-roll [REDACTED] and certification of proxies;
- ii) Proof or waiver of notice of meeting;
- iii) Reading and disposal of unapproved minutes;
- iv) Reports of officers;
- v) Reports of committees;
- vi) Appointment of Inspectors of Election by Chairman;
- vii) Election of Directors;
- viii) Unfinished business;
- ix) New business;
- x) Adjournment.

8. BOARD OF DIRECTORS:

(a) The first Board of Directors, and each subsequent Board of Directors, shall be comprised of five(5) members. The term of the first Board of Directors shall commence upon filing in the Office of the Secretary of State, State of Florida, of the Articles of Incorporation, and shall continue until the 31st day of December, 1980. The term of each Board of Directors other than the first Board of Directors shall commence on the 1st day of January of each year and terminate on the 31st day of December of the month following that same year. Each Director shall serve for a term of one (1) year, and thereafter until [REDACTED] the election or appointment [REDACTED], as the case may be, of his successor.

(b) At any time that vacancies shall occur in any of the Directorships which the developer member is entitled to fill by appointment or election, the developer member shall be entitled to designate and appoint a successor director for such directorship by instrument in writing executed by an officer of the developer member in such capacity, and such appointment shall be effective from the time of delivery of such written appointment to the association or any officer or director thereof. The developer member shall have the right to remove and replace any director appointed or elected by it from time to time as it shall determine, with or without cause, and such removal shall be effective from the time of delivery of written notice thereof to association or any officer or director thereof.

(c) The OWNER or OWNERS of each TRACTS 1 [REDACTED] 3, 4, and 5, respectively, shall elect [REDACTED] one Director as representing each of said TRACTS and the OWNER or OWNERS thereof. As to any TRACT on which DWELLING UNITS have been constructed and which DWELLING UNITS are subject to the terms and provisions of the Covenants, the DWELLING UNIT OWNER Members of such TRACT shall by majority elect [REDACTED] the Director [REDACTED] representing such TRACT. The Developer shall appoint a fifth "at large" director, in addition to any other directors which developer may be entitled to appoint, in the manner provided in Article IX(b) of the Articles of Incorporation of ASSOCIATION. Should the eligibility of any TRACT or TRACTS for submission to the terms and provisions of the Covenants be permanently terminated, or should Developer no longer be entitled to appoint Directors as set forth in the preceding sentence, Directors shall be appointed [REDACTED] in the manner set forth in Article IX(b) of the Articles of Incorporation [REDACTED].

OR 4 498 PG 4833

(4f) In any TRACT as to which there is a single CONSTITUENT ASSOCIATION charged with the responsibility for the administration of the common property and interests therein of the UNIT OWNERS, the UNIT OWNERS in said TRACT may delegate the election of the Director to be elected to represent them to the Board of Directors of such CONSTITUENT ASSOCIATION by appropriate provision in the Articles of Incorporation or By-Laws of such CONSTITUENT ASSOCIATION or by appropriate vote of the Members of such CONSTITUENT ASSOCIATION. The election for Directors representing each TRACT shall be by a majority of the votes cast at a Meeting of the persons entitled to vote in such election attended by not less than a majority of those entitled to vote, or by the designation in writing of such Director signed by a majority of the persons entitled to vote in the election of such Director, whether the UNIT OWNERS or PROPERTY OWNERS of said TRACT, or the Board of Directors of the CONSTITUENT ASSOCIATION for such TRACT. In the case of each TRACT as to which the UNIT OWNERS and other PROPERTY OWNER Members shall directly elect the Director representing such TRACT, the Board of Directors shall call a Meeting of those Members entitled to vote in such election not earlier than the 1st day of October, nor later than the 15th day of December of each year, at such time and place as the Board of Directors shall determine, notice of which meeting shall be given in the manner provided in Article 7(c) of these By-Laws. If the election of the Director from any TRACT has been delegated to a CONSTITUENT ASSOCIATION, the election of such Director shall be held during said period by the Board of Directors of such CONSTITUENT ASSOCIATION. In the case of any Director to be elected by direct election of UNIT OWNER Members or other PROPERTY OWNER Members, no Meeting for the purpose of election shall be called by the Board of Directors or held for such purpose if written designation of such Director signed by a majority of the Members entitled to vote in the election of such Director shall be received by the ASSOCIATION prior to the holding of any such Meeting.

(4g) Vacancies in the Board of Directors occurring in Directorships other than those which the developer-member is entitled to appoint or elect, shall be filled until the next election shall be held in the manner above provided by the remaining Directors, and if not so provided above, then until a Director representing any TRACT shall have been duly elected or appointed to represent such TRACT, the Board of Directors shall appoint the person designated by the CONSTITUENT ASSOCIATION for such TRACT, or in absence thereof then a person who is a UNIT OWNER of a UNIT on such TRACT.

(4h) The organization meeting of a newly elected Board of Directors shall be held on the second Tuesday of each January of each year at the office of the association, commencing at 2:00 p.m., or at such other time and place as shall be fixed by a majority of the members of the new Board of Directors.

(4i) 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 shall be given to each Director, personally or by mail, telephone, or telegram, at least three (3) days prior to the day named for such Meeting, unless notice is waived. Special Meetings of the Directors may be called by the President and must be called by the Secretary at the written request of three (3) Members of the Board. Not less than three (3) days' notice of a Meeting shall be given to each Director, personally or by mail, telephone, or telegram, which notice shall state the time, place, and purpose of the Meeting. Any Member may attend any Meeting of the Board of Directors and notice of any Board Meeting shall be posted in a conspicuous place on the RECREATION PARCEL at least forty-eight (48) hours prior to the Meeting, except in an emergency as determined by a majority of the Board prior to the Meeting. Notice mailed shall be deemed effective on the third day not a Saturday, Sunday, or legal holiday next following the date of mailing.

(4) Any Director may waive notice of a Meeting before or after the Meeting, and such waiver shall be deemed equivalent to the giving of notice.

(5) A quorum at a Directors' Meeting shall consist of the Directors entitled to cause a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a Meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as specifically otherwise provided in the Articles of Incorporation, these By-Laws, or the Covenants. If any Directors' Meeting cannot be organized because a quorum has not attended, or because the greater percentage of the Directors required to constitute a quorum for particular purposes has not attended, wherever the latter percentage of attendance may be required as set forth in the Articles of Incorporation or these By-Laws, the Directors who are present may adjourn the Meeting from time to time until a quorum is present. At any adjourned Meeting, any business which might have been transacted at the Meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a Meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purpose of determining a quorum.

(6) The presiding officer of Directors' Meetings shall be the Chairman of the Board, if such an officer has been elected, and if none, then the President shall preside. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

(7) There shall be no Directors' fees.

(8) All of the powers and duties of the ASSOCIATION shall be exercised by the Board of Directors, including those existing under the Common Law and Statutes, the Articles of Incorporation of the ASSOCIATION, and these By-Laws. Such powers and duties shall be exercised in accordance with said Articles of Incorporation and these By-Laws and shall include, without limiting the generality of the foregoing, the following:

(i) To levy and collect assessments against UNIT OWNERS and their UNITS subject to the terms and provisions of the Covenants to defray and provide the costs of acquiring, owning, administering, repairing, replacing, maintaining, operating, and managing the RECREATION PARCEL and the EASEMENT PARCEL and the facilities located thereon, for the use, benefit, and enjoyment of the parties entitled to the same as provided in the Articles of Incorporation, these By-Laws, and the Covenants;

(ii) To repair, reconstruct, and replace improvements after casualty, and to further improve the property, real and personal, of the ASSOCIATION;

(iii) To make, amend, and enforce rules and regulations governing the use of the RECREATION and EASEMENT PARCELS and facilities thereon and all other property, real and personal, of ASSOCIATION;

(iv) To acquire, operate, lease, manage, and otherwise trade and deal with property, real and personal, as may be necessary or convenient in the operation and management of the RECREATION PARCEL and EASEMENT PARCEL, and in accomplishing the purposes set forth in the Articles of Incorporation and the Covenants;

(v) To contract for the management of the RECREATION and EASEMENT PARCELS and the facilities thereon, and to designate to such contractor all of the powers and duties of the ASSOCIATION, except those which may be required by law, these By-Laws, the Articles of Incorporation, or the Covenants to have approval of the Board of Directors or Membership of the ASSOCIATION;

(vi) To pay all taxes and assessments and other liens and obligations against any property of the ASSOCIATION;

(vii) To carry insurance for the protection of the Members and the ASSOCIATION against casualty and liability as required by the Covenants;

(viii) To contract and pay for all services, utilities, supplies, furnishings, equipment, and appliances necessary or convenient in the operation of the RECREATION and EASEMENT PARCELS and the conduct of the affairs of the ASSOCIATION;

(ix) To employ personnel for reasonable compensation to perform the services required for the purposes of the ASSOCIATION.

~~(x) Any one or more of the members of the Board of Directors other than those appointed by the DEVELOPER Member, may be removed either with or without cause, at any time by a majority vote of the Members who would then be entitled to vote in the election to fill the Directorship held by such Director, if such election were then being held, or if such election would be by the Board of Directors of a CONSTITUENT ASSOCIATION, then by a vote of the majority of the Board of Directors of such CONSTITUENT ASSOCIATION. The vote for the removal of a Director may be held only at a Meeting of the appropriate group or Board called specifically for the purpose of considering such removal.~~

9. OFFICERS:

(a) The executive officers of the ASSOCIATION shall be a President, who shall be a Director, a Vice President, a Treasurer, a Secretary, and an Assistant Secretary, all of whom shall be elected annually by the Board of Directors and who may be peremptorily removed by vote of the Directors at any Meeting. Any person may hold two or more offices, except that the President shall not also be the Secretary or an Assistant Secretary. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the ASSOCIATION.

(b) The President shall be the Chief Executive Officer of the ASSOCIATION. He shall have all of the powers and duties which are usually vested in the office of President, including, but not limited to the power to appoint committees from among the Members from time to time, as he may, in his discretion, determine appropriate, to assist in the conduct of the affairs of the ASSOCIATION.

(c) The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

(d) The Secretary shall keep the Minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices required by law. He shall have custody of the seal of the ASSOCIATION and affix the same to instruments requiring a 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 Secretary of an association as may be required by the Directors or President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

(e) The Treasurer shall have custody of all of the property of the ASSOCIATION, including funds, securities, and evidences of indebtedness. He shall keep the assessment rolls and accounts of the Members; he shall keep the books of the ASSOCIATION in accordance with good accounting practices; and he shall perform all other duties incident to the office of Treasurer.

(f) The compensation of all officers and employees of the ASSOCIATION shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee of the ASSOCIATION, nor preclude the contracting with a Director for the management of the PROPERTY.

(g) All officers shall be elected by and shall serve at the pleasure of the Board of Directors and any officer may be removed from office at any time, with or without cause, by a majority vote of the Board of Directors. There shall be an annual election of officers at the first (Organization) Meeting of each new Board of Directors.

10. FISCAL MANAGEMENT:

Levies and assessments shall be made as follows:

(i) An assessment roll shall be maintained in a set of accounting books in which there shall be an account for each UNIT subject to assessment. Such an account shall designate the UNIT, the name and address of the UNIT OWNER or OWNERS, the amount of each assessment against the UNIT, the dates and amounts in which assessments come due, the amounts paid upon the account, and the balance due upon assessments. Assessments shall be paid to ASSOCIATION in installments determined by the Board of Directors which shall be not less frequent than quarterly nor more frequent than monthly, and shall otherwise be subject to the provisions of the Covenants. The assessments shall be payable without demand or notice unless the amount of the assessments shall be changed, in which case written notice by mail or delivery shall be given each member of the new assessment applicable to his UNIT at least ten (10) days before the due date but failure of notice shall not excuse nonpayment upon demand.

(ii) The Board of Directors shall adopt a budget for each calendar year as provided in the Covenants which shall contain estimates of the cost of performing the functions of the ASSOCIATION including all items required by the Covenants, and shall adopt proposed assessments against each UNIT. Copies of the proposed budget and proposed assessments shall be transmitted to each member by mail at least thirty (30) days prior to the Meeting at which adoption of the budget is to be considered. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished to each Member concerned. Delivery of a copy of any budget or amended budget to each Member shall not affect the liability of a Member for any such assessments, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of said budget and assessments levied pursuant thereto.

(iii) Special assessments may be levied by the Board of Directors for the purposes stated in the Covenants at any time. In the case of each proposed special assessment, a proposed special assessment budget shall be adopted by the Board of Directors and copies thereof and the proposed assessment against each UNIT shall be transmitted to each Member as provided in the case of the annual budget and assessment.

(iv) All assessments shall be effective as liens upon the units assessed as provided in the Covenants.

OR 4498 PG 4837

(v) The depository of the ASSOCIATION shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the ASSOCIATION shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Director.

(vi) An audit of the accounts of the ASSOCIATION shall be made annually by a Certified Public Accountant, and a copy of the report shall be furnished to each Member not later than April 1 of the year following the year for which the report is made.

(vii) Fidelity bonds shall be required by the Board of Directors from all officers, Directors, and employees of the ASSOCIATION who control or disburse funds of the ASSOCIATION. The amount of such bonds shall be determined by the Directors. The premiums on such bonds shall be paid by the ASSOCIATION.

11. PARLIAMENTARY RULES:

Roberts rules of order (latest edition) shall govern the conduct of corporate proceedings when not in conflict with the Articles of Incorporation and these By-Laws or with the statutes of the State of Florida.

12. AMENDMENTS TO BY-LAWS:

Amendments to these By-Laws shall be proposed and adopted in the following manner:

(a) Amendments to these By-Laws may be proposed by the Board of Directors of the ASSOCIATION acting upon vote of the majority of the Directors, or by Members of the ASSOCIATION owning a majority of the UNITS subject to assessment by the ASSOCIATION, whether meeting as Members or by instrument in writing signed by them; ~~or by the developer member by written instrument signed by an officer of the developer member.~~

(b) Upon any amendment or amendments to these By-Laws being proposed as above provided, such proposed amendment or amendments shall be transmitted to the President of the ASSOCIATION, or other officer of the ASSOCIATION in absence of the President, who shall thereupon call a Special Joint Meeting of the Members of the Board of Directors of the ASSOCIATION and the Membership for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by such officer of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each Member written or printed notice of such Meeting in the same form and in the same manner as notice of the call of a Special Meeting of the Members is required as herein set forth, which notice shall include the proposed amendment in the form required by the Condominium Act of the State of Florida.

(c) In order for such amendment or amendments to be come effective, the same (s) must be approved by an affirmative ~~vote of the~~ ~~Members owning not less than two-thirds (2/3) of the UNITS subject to assessment by the ASSOCIATION, and (ii) if there shall then be a DEVELOPER Member, be approved by the DEVELOPER Member in writing.~~ Thereupon, such amendment or amendments to these By-Laws shall be transcribed, certified by the President and Secretary of the ASSOCIATION, and a copy thereof shall be recorded in the Public Records of Orange County, within ten (10) days from the date on which any amendment or amendments have been affirmatively approved by the UNIT OWNERS and, if required, the developer member.

014 4 98 164 838

(d) At any Meeting held to consider such amendment or amendments to the By-Laws, the written votes of any Member of the ASSOCIATION shall be recognized if such Member is not in attendance at such Meeting or represented there at by proxy, provided such written vote is delivered to the Secretary of the ASSOCIATION at or prior to such Meeting.

(e) In the event that the Members owning the number of UNITS subject to assessment by the ASSOCIATION necessary to pass any amendment or amendments to these By-Laws, and if required, the developer-member, shall execute any instrument amending these By-Laws, the same shall be and constitute an amendment hereto in the same manner as though such amendment had been duly passed at a Meeting held to consider the same, and it shall not be necessary for the Meeting otherwise prescribed above to be held, and a copy of such amendment or amendments to the By-Laws bearing the required signatures and certified by the President and Secretary of the ASSOCIATION as being the amendment or amendments so adopted, and that the parties signing the same are in fact Members of the ASSOCIATION owning the units identified therein or the developer-member, as the case may be, shall be recorded in the Public Records of Orange County within ten (10) days from the date on which such amendment or amendments have been approved.

THE FOREGOING were adopted as the By-Laws of the ASSOCIATION at the first Meeting of the Board of Directors on Mar 22, 1990

APPROVED:


President


Secretary

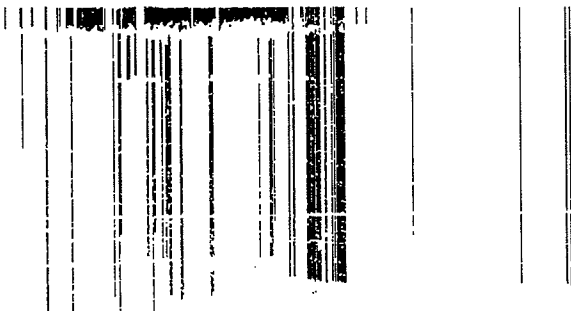
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RECEIVED & NOTED FILED

Maisha A. Haynes
County Controller, Orange Co., FL

10



State of Florida



Department of State

4361536 ORANGE CO. FL.
00124197 00:24:07am

I certify the attached is a true and correct copy of the Articles of Amendment, filed on December 11, 1992, to Articles of Incorporation for WIMBLEDON PARK RECREATION ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is 752563.

JR4521 PG3249

Rec Fee \$	<u>77.00</u>	MARTHA O. HAYNE,
Add Fee \$	<u>5.00</u>	Orange County
Doc Tax \$	<u> </u>	Comptroller
Int Tax \$	<u> </u>	By <u>MLK</u>
Total \$	<u>42.00</u>	Deputy Clerk

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-first day of December, 1992



Jim Smith

Jim Smith
Secretary of State

CR2E022 (2-91)

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS.

*Wimbledon Park Recreation Association
3038 S. Linscum Blvd. Orlando, FL 32822*

ARTICLES OF AMENDMENT

to

ARTICLES OF INCORPORATION

of

WIMBLEDON PARK RECREATION ASSOCIATION, INC.

~~WIMBLEDON RECREATION ASSOCIATIONS, INC.~~

FILED
92 DEC 11 PM 3:56
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Pursuant to the provisions of section 617.1006, Florida Statutes, the undersigned corporation adopts the following articles of amendment to its articles of incorporation.

FIRST: Amendment(s) adopted:

SECOND: The date of adoption of the amendment(s) was: NOVEMBER 23, 1992

THIRD: Adoption of Amendment (check one)

The amendment(s) was(were) adopted by the members and the number of votes cast for the amendment was sufficient for approval.

There are no members or members entitled to vote on the amendment. The amendment(s) was(were) adopted by the board of directors.

WIMBLEDON PARK RECREATION ASSOCIATION, INC.

~~WIMBLEDON RECREATION ASSOCIATIONS, INC.~~
Corporation Name

Janet Louise Franky
Signature of Chairman, Vice Chairman, President or other officer

JANET LOUISE FRANKY
Typed or printed name

VICE PRESIDENT 12-1-92
Title Date

OR 4521 PG3250



**ARTICLES OF INCORPORATION
OF
WIMBLETON PARK RECREATION ASSOCIATION INC.
(A Corporation not for Profit)**

In order to form a Corporation under and in accordance with the provisions of the laws of the State of Florida for the formation of Corporations Not For Profit, we, the undersigned, hereby associate ourselves into a corporation for the purpose and with the powers hereinafter mentioned; and to that end we do by these articles of incorporation, set forth;

I

The name of the proposed corporation shall be:
WIMBLETON PARK RECREATION ASSOCIATION, INC.

II

The purposes and objects of the Corporation shall be:

1) The ownership, administration, operation, and management of Tract 2 of WIMBLETON PARK SUBDIVISION, real property in Orange County, Florida described in Schedule "A" attached hereto, and the improvement and facilities now or hereafter thereon located for the use, benefit, and enjoyment of the parties who shall now or hereafter be the owners of Tracts 1, 3, 4, and 5 of said Subdivision and any dwelling units which may now or hereafter be located thereon, and such other parties as may be authorized or licensed to use same by the Corporation, subject to the terms and provisions hereof and of the Declaration of Covenants and Restrictions (the Covenants) which will be recorded in the Public Records of Orange County, Florida covering Tracts 1, 2, 3, 4, and 5 of said Subdivision;

2) Performance of all acts and duties incident to the ownership, administration, operation, and management of said Tract 2 and the facilities thereon, in accordance with the terms and provisions of these Articles of Incorporation and under the Covenants;

3) The ownership, operation, leasing, sale, hypothecation, and other dealing with such property, real or personal, as may be necessary or convenient in the accomplishment of said purposes and objects and the exercise of the powers of the Corporation hereinafter provide.

The Corporation shall be conducted as a non-profit corporation for the benefit of its members.

III

The Corporation shall have the following powers:

1) The Corporation shall have all of the powers and privileges granted to corporations not for profit under the laws of the State of Florida;

2) The Corporation shall have all of the powers necessary or convenient to exercise, undertake, and accomplish all of the rights, duties, and obligations granted to or imposed upon the Corporation pursuant to the Covenants, and to accomplish the above stated purposes of the Corporation. Said powers shall include but not be limited to the following:

OR4521 PG3251

(a) To make an establish rules and regulations governing the use of said Tract 2 and the facilities located thereon for such purposes as may be stated in the Covenants;

(b) To levy and collect assessments, such assessments shall include but not be limited to, administrative fees and reasonable attorneys' fees associated with collection of assessments against owners of dwelling units subject to, and as provided in, Covenants to defray the costs of ownership, administration, maintenance, operation, and management of said Tract 2 and the facilities located thereon, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and other wise trading and dealing with any property, real or personal, necessary or convenient in the ownership, administration, maintenance, operation, and management of said Tract 2 and said facilities;

(c) To maintain, repair, replace, operate, and manage said Tract 2 and the facilities thereon for the purposes above stated, including the right to repair and reconstruct improvements after casualty and to make further improvements of said property and facilities;

(d) To contract for the management and administration of said Tract 2 and said facilities and to delegate to such contractor all of the powers and duties of the Corporation, except those which may be required by law or the Covenants to have approval of the Board of Directors of Membership of the Corporation; and

(e) To enforce the provisions of said Covenants, these Articles of Incorporation, the By-Laws of the Corporation which may hereafter be adopted, and such rules and regulations covering the use of said Tract 2 and the facilities thereon as may be hereafter established by the Corporation.

IV

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1) The owners of all dwelling units located upon those of Tracts 1, 3, 4, and 5 which have been submitted to the Covenants, and the owners of all dwelling units upon any of said Tracts thereafter submitted to the operation and effect of said Covenants shall be members of the Corporation, and WIMBLEDON DEVELOPMENT CORPORATION, hereinafter called the Developer, shall also be a member of Corporation as long as said Developer is the owner of any property which has been submitted to the operation and effect of the Covenants or which is eligible to be so submitted.

2) Membership based upon dwelling unit ownership shall be established by the then ownership of record of or subsequent acquisition of record of the fee simple title to a dwelling unit which has been submitted to the operation and effect of said Covenants, or by acquisition of a fee simple ownership interest. The membership of any party whose membership was acquired by virtue of acquisition of an ownership interest in a dwelling unit shall be automatically terminated upon his being divested of his fee simple ownership interest in such dwelling unit, provided that nothing herein contained shall be construed as terminating membership of any party who may hold fee simple interests in two or more dwelling units, so long as such party shall retain the fee ownership interest in any such dwelling unit.

3) The Developer is recognized as the owner of property which upon recordation of the Covenants will be subject thereto or eligible to be rendered subject to the operation and effect thereof. Accordingly, Developer is hereby declared to be and shall be a member of the Corporation from its inception entitled to all of the rights and privileges, including voting rights, of the Developer member hereunder and as may be provided in the By-Laws of corporation and in the Covenants.

43) On all matters on which the unit owner membership shall be entitled to vote, there shall be one vote for each dwelling unit subject to the operation and effect of the Declaration of Covenants and Restrictions, which vote may be exercised or cast by the owner or owners of each such dwelling unit in such manner as may be provided in the By-Laws hereafter adopted by the corporation. Should any unit owner member own more than one dwelling unit, such member shall be entitled to exercise or cast as many votes as he owns dwelling units, in the manner provided by said By-Laws.

54) Until such time as the Covenants shall be recorded, the membership of the Corporation shall be comprised of the subscribers to these Articles, each of which subscriber shall be entitled to cast one vote on all matters in which the membership shall be entitled to vote.

V

The interest of a member in the funds and assets of the Corporation shall not be subject to assignment, hypothecation, or transfer in any manner. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Covenants and Restrictions, and in the By-Laws which may be hereafter adopted.

VI

The Corporation shall have perpetual existence.

VII

The principal office of the Corporation shall be located at 3100 3038 South Semoran Boulevard, Orlando, Florida, 32809, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. In compliance with Section 617.023, Florida Statutes, ~~Ronald A. Herbert~~ ^{New R.A. JAMES PARKER} is designated Resident Agent of the Corporation upon whom service of process may be served at ~~301 E. Pine Street, Southeast National Bank Building, Suite 600,~~ ^{3142 SOUTH SEMORAN BLVD.,} ~~Orlando, Florida 32801~~ ^{UNIT 2,} as the office to be maintained for such purpose, provided that such Resident Agent and office may be changed from time to time as the Board of Directors ^{ORLANDO, FL} of the Corporation may determine. ³²⁸²²

VIII

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice President, Secretary, and Treasurer, and, if any, the Assistant Secretaries and assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a Managing Agent and/or other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of Tract 2 and the facilities thereon and the affairs of the Corporation. Any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation, of a director, of or an officer of the Corporation.

IX

The number of members of the first Board of Directors of the Corporation, and each subsequent Board of Directors, shall be five (5). The members of the Board of Directors shall be designated by appointment and/or elected as follows:

OR 4521 PG 3253

- a) ~~The owner or owners of each of Tracts 1 shall appoint two directors. In the case of Tracts 2, 3, 4, and 5, respectively, shall appoint one director as representing each of said Tracts and the owner or owners thereof. As to any Tract on which dwelling units have been constructed and which dwelling units are subject to the terms and provisions of the Covenants, the dwelling unit owner members of such Tract shall by majority vote elect appoint the director representing such Tract.~~
- b) ~~In addition to the four directors elected under Paragraph "a" above, Developer shall appoint a fifth "at large" director, in addition to any other directors which Developer may be entitled to appoint by virtue of owning property in WIMBLEDON PARK SUBDIVISION. Developer shall have the right to appoint said director for so long as Developer is the owner of any property which has been submitted to the operation and effect of the Covenants or which is eligible to be so submitted.~~
- cb) ~~In order that there will always be an odd number of directors, should it be the case that the eligibility of any Tract or Tracts for submission submitted to the terms and provisions of the Covenants is permanently terminated, or should Developer no longer be entitled to appoint directors under Paragraph (b) above, then the directors who would otherwise have been designated or elected appointed by the owner of such Tract or Tracts or the Developer, shall be elected at large in a special members meeting called for such purpose by a majority plurality vote of all owners of all dwelling units who are physically present and voting and are members of the Corporation irrespective of ownership of dwelling units on any one or more of the Tracts which are subject to the terms and conditions of the Covenants. A quorum, as defined in the Covenants, shall be present at such special members meeting. Said special members meeting shall be held by all owners of all dwelling units who are subject to the terms and conditions of the Covenants, in accordance with Florida Statutes and shall be held on the Recreation Parcel in a conspicuous place at least 14 days prior to the meeting.~~

X

The Board of Directors shall elect a President, Vice President, Secretary, and Treasurer, and as many Assistant Secretaries and Assistant Treasurers as the Board of Directors shall determine. The President shall be a member of the Board of directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The election of officers shall be held annually at the first meeting of each Board of Directors next following the Annual Meeting of the membership and vacancies in offices shall be filled by election by the Board of Directors as same occur.

XI

The names and addresses of the first Board of Directors who, subject to the provisions of these Articles of Incorporation, the By-Laws, and the laws of the State of Florida, shall hold office until their successors are elected and have qualified, are as follows:

~~Reinald A Herbert~~ ~~201 E Pina Street, Southeast National Bank~~
~~Building, Suite 600, Orlando, Florida~~

David L. Evans ————— 201 E Pine Street, Southeast National Bank
Building, Suite 600, Orlando, Florida

Steven R. Baehle ————— 201 E Pine Street, Southeast National Bank
Building, Suite 600, Orlando, Florida

Patricia D. Phillips ————— 201 E Pine Street, Southeast National Bank
Building, Suite 600, Orlando, Florida

Dorothy S. Harper ————— 201 E Pine Street, Southeast National Bank
Building, Suite 600, Orlando, Florida

James W. Parker ————— 3142 S. Semoran Blvd, #502
Orlando, Florida 32822

————— 3030 S. Semoran Blvd, #11
Orlando, Florida 32822

————— 3000 S. Semoran Blvd, #9
Orlando, Florida 32822

————— 3100 S. Semoran Blvd, #8
Orlando, Florida 32822

————— 1277 S. Semoran Blvd
Orlando, Florida 32822

XII

The subscribers to these Articles of Incorporation are the five (5) persons herein named to act and serve as members of the first Board of Directors of the Corporation, the names of which subscribers and their respective addresses are more particularly set forth in Article XI above. The residents of said subscribers are as indicated in their addresses states in Article XI above.

XIII

The officers of the Corporation who shall serve until the first election under these Articles of Incorporation shall be the following:

President	-	William O. Voss	James W. Parker
Vice President	-	Clifford J. Preeminger	Louise Friley
Secretary	-	Ellen G. Murray	Geoff Longster
Treasurer	-	Thomas M. Schaeber	Frank Koo

XIV

The original By-Laws of the Corporation shall be adopted by majority vote of the Board of Directors, and thereafter, such By-Laws may be altered and rescinded only by the membership in such manner and by such vote as said By-Laws may provide.

XV

Every director and every officer of the Corporation shall be indemnified by the Corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of wilful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall only apply if the Board of Directors approves such settlement and reimbursement as being in the best interests of the Corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

XVI

An Amendment or Amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Corporation acting upon a vote of the majority of the directors, or by a majority of the then members of the Corporation, whether meeting as members or by instrument in writing signed by them. Upon any Amendment or Amendments to these Articles of Incorporation being proposed by said Board of Directors or members, such proposed Amendment or Amendments shall be transmitted to the President of the Corporation or other officer of the Corporation in the absence of the President, who shall thereupon call a Special Meeting of the members of the Corporation for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the proposed Amendment or Amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such meeting, stating the time and place of the meeting and reciting the proposed Amendment or Amendments in reasonably detailed form, which notice shall be mailed or presented personally to each member not less than ten (10) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States Mail, addressed to the member at his post office address as it appears on the records of the Corporation, the postage thereon prepaid. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Corporation, whether before or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such member. At such meeting, the Amendment or Amendments proposed must be approved by an affirmative majority vote of two-thirds (2/3rds) of the ~~quorum~~ ~~members of the Corporation as defined in Article 5(b) and 5(c) to include the joinder provision of same.~~ ~~Of the~~ then members, provided that so long as Developer shall be a member no Amendment of these Articles of Incorporation may be adopted or become effective without the prior written consent and approval of Developer. If adopted by the requisite vote, and written consent and approval of Developer if required, such Amendment or Amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to register the same in the office of the Secretary of State of the State of Florida, and upon the registration of such Amendment or Amendments with said Secretary of State, a certified copy thereof shall be recorded in the Public Records of Orange County, Florida within ten (10) days from the date on which the same are so registered. At any meeting held to consider such Amendment or Amendments of these Articles of Incorporation, the written vote of any member of the Corporation shall be recognized, if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Corporation at or prior to such meeting.

In the event that the requisite number of members, including Developer if required, necessary to adopt any Amendment or Amendments to these Articles of Incorporation shall execute an instrument amending these Articles of Incorporation, the same shall be and constitute, when duly registered in the Office of the Secretary of State, a valid Amendment to these Articles of Incorporation, and it shall not be necessary for the meeting otherwise prescribed above to be held.

ORIGINAL RECEIVED IN RECORDS MANAGEMENT DEPARTMENT AS IS.

Orange Co FL 1997-0281479
080497 12:42:18pm
DR BK 5303 Pg 884
Rec 37.50

CLAYTON & McCULLOUGH
RECORDS & SERVICE

RECORDED & VERIFIED

061554

1997 JUN 12 10 30

This Document prepared by and
Return to:
Neal McCulloch, Esquire
Clayton & McCulloch
1065 Haitland Center Commons Blvd
Haitland, Florida 32751

33
450

**CERTIFICATE OF AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WIMBLETON PARK SUBDIVISION**

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1627
OFFICIAL RECORDS

KNOW ALL MEN BY THESE PRESENTS:

That on this 24th day of April, 1997, undersigned WIMBLETON PARK RECREATION ASSOCIATION, INC. (hereinafter referred to as the "Association"), hereby certifies that amendments to the Declaration of Covenants and Restrictions for Wimbledon Park Subdivision, recorded in O.R. Book 3118, page 1668 of the Public Records of Orange County, Florida (as amended) (hereinafter referred to as the "Declaration"), which amendments are attached hereto and by reference made a part hereof, were adopted on the 24th day of April, 1997. Pursuant to Article XVI of the Declaration, as amended, said amendments were made effective by an instrument executed by not less than a majority of the voting interests of the Unit Owners in the Association. Additionally, the potential additions to and material alterations of the Parcels described on the enclosed amendments have been approved by seventy-five percent (75%) of the total voting interest of the Association.

IN WITNESS WHEREOF, WIMBLETON PARK RECREATION ASSOCIATION, INC., has caused these presents to be executed in its name, this 24th day of April, 1997.

Signed, sealed and delivered
in the presence of:

WIMBLETON PARK RECREATION
ASSOCIATION, INC.

BY:

James W. Parker
(sign)
James W. Parker
(print)

James W. Parker
(print)
President, Wimbledon Park
Recreation Association, Inc.

Address: 3142 S. Seawall
1502, Orlando, FL 32822

(sign)

(print)

OR Bk 5303 Pg 885
Orange Co FL 1997-0281479

(sign)

ATTEST: _____

(print)

(print)

William M. Tisdale Jr
(sign)

Title: Secretary

WILLIAM M TISDALE JR
(print)

Address: 3245-14 SUCCHI SEVENWAY
ORLANDO FL 32822

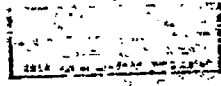
STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Certificate of Amendment was acknowledged before me this 29 day of APRIL, 1997, by JAMES W. PACE as President and William M. Tisdale, Jr. as Secretary of Wimbledon Park Recreation Association, Inc., a Florida Corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC
Richard L. Arnold
(sign)

Richard L. Arnold
(print)

State of Florida at Large (Seal)
My Commission Expires:



ORIGINAL RECORDS
BOOK
3250
PAGE 1628
SEMIHOLE CO. FL

Apr 28 1997 04:39PM PT

PHONE NO. : 407/33363

FROM : CARTON E HOLDEN

AMENDMENTS TO
DECLARATION OF COVENANTS AND RESTRICTIONS
FOR WIMBLEDON PARK SUBDIVISION

Article III of the Declaration, as amended by that certain instrument entitled "Certificate of Amendment to Declaration of Condominium of Wimbledon Park Recreation Association, Inc.", recorded in O.R. Book 4498, page 4816 of the Public Records of Orange County, Florida, is hereby further amended as follows:

III

OWNERSHIP OF RECREATION PARCEL AND EASEMENT PARCEL

The RECREATION PARCEL and EASEMENT PARCEL, subject to the PRIVATE ROAD EASEMENT upon EASEMENT PARCEL, was conveyed by DEVELOPER to ASSOCIATION simultaneously with the recording of these COVENANTS, the day and year first written, May 22, 1980, or immediately following the recording of same. ASSOCIATION shall as owner of PROPERTY, administer, repair, replace, maintain, operate, and manage RECREATION PARCEL and EASEMENT PARCEL, including all facilities and improvements now or hereafter located in, to, or upon said RECREATION PARCEL and EASEMENT PARCEL, and any personal property which may or now hereafter be used in connection therewith, and may improve all of the same, all as provided under and in accordance with the provisions of the ARTICLES and BY-LAWS of ASSOCIATION, and these COVENANTS. The Association shall as owner of PROPERTY, in its sole discretion, when and if deemed advisable by the ASSOCIATION, provide gated access and/or security for the RECREATION PARCEL and EASEMENT PARCEL, including all facilities and improvements now or hereafter located in, to, or upon said RECREATION PARCEL and EASEMENT PARCEL, and any personal property which may or now hereafter be used in connection therewith, and may improve all of the same, all as provided under and in accordance with the provisions of the ARTICLES and BY-LAWS of ASSOCIATION, and these COVENANTS.

The ASSOCIATION shall have the right to convey EASEMENT PARCEL to any governmental authority which will accept the dedication of same as a public right of way, and from the date of such conveyance and dedication, the rights,

(Additions to original text are underlined; deletions are struck out).

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DEHNOLE CO. FL

OR BK 5303 Pg 887
Orange Co FL 1997-0281479

Obligations and duties of ASSOCIATION pertaining to EASEMENT PARCEL under PRIVATE ROAD EASEMENT and under these COVENANTS shall cease, and the rights, duties, and obligations of the ASSOCIATION shall thereafter pertain solely to the RECREATION PARCEL for its relationship to the present and future owner or owners of TRACTS 1, 3, 4, and 5.

Article IV of the Declaration, as amended by that certain instrument entitled "Certificate of Amendment to Declaration of Condominium of Wimbledon Park Recreation Association, Inc.", recorded in O.R. Book 4498, page 481G of the Public Records of Orange County, Florida, is hereby further amended as follows:

IV

THE EASEMENT PARCEL

The EASEMENT PARCEL, as provided under the PRIVATE ROAD EASEMENT, and subject thereto, whether or not any TRACTS are submitted to the effect and operation of these COVENANTS, shall be used as provided under said PRIVATE ROAD EASEMENT and for the following purposes: The installation, repair, replacement, and maintenance, on a non-exclusive basis, of lines, mains, and facilities for the transmission and provision of utilities, cable television, and the like, to serve TRACTS 1, 2, 3, 4, and 5, all as the rights for such uses may be now or hereafter dedicated and/or granted of record; and a roadway and accessway to and from, and between, said TRACTS 1, 2, 3, 4, and 5. All such uses shall be subject to such reasonable rules and regulations as may be adopted and promulgated by ASSOCIATION governing said EASEMENT PARCEL. All such uses shall also be subject to such gates, access and/or security measures, including but not limited to the addition of gates, fences, walls, security devices and/or security personnel, as may be implemented or installed by the ASSOCIATION governing said EASEMENT PARCEL, under no circumstances may the present or future owner or owners of said TRACTS 1, 2, 3, 4 and 5 or their respective tenants, guests, and invitees, be denied the use of the EASEMENT PARCEL for the aforesaid purposes, although such use shall be pursuant to the aforesaid reasonable rules and regulations established and promulgated by ASSOCIATION from time to time. The foregoing right in favor of said

(Additions to original text are underlined; deletions are struck out).

887/196 Receipts
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LEHNDORF CO. FL

OR Bk 5303 Pg 888
Orange Co FL 1997-0281479

present and future owner or owners of said TRACTS shall exist regardless of whether any levies and assessments, or liens to secure the same, are paid to the ASSOCIATION, without the foregoing operating to relieve any party from liability for any said levies and assessments and/or liens therefor as provided herein where applicable.

The ASSOCIATION shall have the right to grant non-exclusive easements to others into and over the EASEMENT PARCEL as it shall determine from time to time from ingress and egress and for utilities.

The ASSOCIATION shall enjoy a non-exclusive easement over and across the EASEMENT PARCEL and the RECREATION PARCEL specifically including, without limitation, TRACTS 1, 2, 3, 4, and 5, for the purpose of implementing restricted gate access and/or security measures, including but not limited to the installation and subsequent maintenance, repair, replacement, or removal of fences, gates, or other devices or related improvements, provided that maintenance, repair, replacement, or removal of any such improvements shall be the responsibility of the ASSOCIATION if installed by the ASSOCIATION.

Article V of the Declaration, as amended by that certain instrument entitled "Certificate of Amendment to Declaration Condominium of Wimbledon Park Recreation Association, Inc. recorded in O.R. Book 4498, page 4814 of the Public Records Orange County, Florida, is hereby further amended as follows:

V

THE RECREATION PARCEL

The RECREATION PARCEL shall be used by the parties entitled thereto under the provisions of the ARTICLES, BY-LAWS, and these COVENANTS, in compliance therewith and such reasonable rules and regulations as may be promulgated by the ASSOCIATION governing the use of the RECREATION PARCEL and the improvements thereon and personal property used in connection therewith. The parties entitled to the use of RECREATION PARCEL shall be established and determined, and limited, as provided in the ARTICLES, BY-LAWS, and these COVENANTS.

(Additions to original text are underlined; deletions are struck out).

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Official Records
HERNIMON CO. FL

OR BK 5303 Pg 889
Grange Co FL 1997-0281479

The use of RECREATION PARCEL, the rules and regulations relating thereto, and fees and charges therefor, shall be as the ASSOCIATION may establish and approve from time to time, all as set forth in the ARTICLES and BY-LAWS. The right of ASSOCIATION to make, levy, assess, and collect fees and charges for use of and the provision of security and/or gate access for the RECREATION PARCEL (and EASEMENT PARCEL) shall be mandatory, and all UNIT OWNERS and their UNITS subject to the provisions hereof shall be bound thereby, and such UNIT OWNERS may not avoid any liability for the assessments provided for herein whether or not such UNIT OWNERS do or do not use the RECREATION PARCEL.

All UNIT OWNERS and their UNITS subject to the effect and operation of these COVENANTS shall automatically have, and said UNIT OWNERS are hereby given, as an appurtenance to each UNIT, the non-severable right and privilege of use of the RECREATION PARCEL, its improvements, and the personal property, for all lawful reasonable and customary purpose, subject to the reasonable rules and regulations adopted and promulgated from time to time by ASSOCIATION. Such appurtenant right of use of RECREATION PARCEL will extend to the families of UNIT OWNERS (and their tenants, guest, and invitees pursuant to the rules and regulations of ASSOCIATION), persons designated by any corporate UNIT OWNERS who may then have the right to use any UNIT and said RECREATION PARCEL, as such right may be reserved in the ARTICLES, BY-LAWS, and in these COVENANTS. The right to use the RECREATION PARCEL automatically includes the right to use the EASEMENT PARCEL for ingress and egress.

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SEMINOLE CO. FL
OFFICIAL RECORDS

Article X, Section 2), subsection a), of the Declaration is hereby amended as follows:

X

ASSESSMENTS: LIENS AND PERSONAL OBLIGATIONS

- 2). The levies and assessments shall be made, levied, assessed, and collected, as hereinafter provided:
 - a). **AUTHORITY FOR AND PURPOSE OF ASSESSMENTS:** The ASSOCIATION is authorized and empowered to levy: (1) annual assessments for the purpose of providing funds to defray the expense of

(Additions to original text are underlined; deletions are struck out).

OR BK 5303 Pg 890
Orange Co FL 1997-02814

normal operation and maintenance of the RECREATION PARCEL and the EASEMENT PARCEL to promote the recreation, social and community life, security, additions and/or alterations of the EASEMENT PARCEL and RECREATION PARCEL to provide gated access and/or security, and welfare of the UNIT OWNERS; and (iii) special assessments for such capital improvements or major repairs as shall be determined to be advisable by the Board of Directors of the ASSOCIATION.

Article XI of the Declaration, as amended by that certain instrument entitled "Certificate of Amendment to Declaration of Condominium of Wimbledon Park Recreation Association, Inc.", recorded in O.R. Book 4498, page 4816 of the Public Records of Orange County, Florida is hereby further amended as follows:

XI

RESTRICTIONS ON RECREATION AND EASEMENT PARCELS

- 1). RECREATION PARCEL. For the duration of the COVENANTS as hereinafter provided, the RECREATION PARCEL shall be used for no purpose other than for the operation of recreational, social, and community facilities for the exclusive use and enjoyment and benefit of the UNIT OWNERS, and such parties as shall be authorized or licensed to use same by the ASSOCIATION. The ASSOCIATION may, but is not required or otherwise bound to, implement restricted gate access and/or security measures, including but not limited to installation of gates, fences, or other related improvements, or the hiring of security personnel, for purposes of protecting the RECREATION PARCEL and facilities thereon. No use may be made of the RECREATION PARCEL which shall violate zoning ordinances or other applicable laws of governmental regulations.
- 2). EASEMENT PARCEL. For the duration of the COVENANTS as hereinafter provided, the EASEMENT PARCEL shall

(Additions to original text are underlined; deletions are struck out).

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SENNETT CO. FL

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Orange Co FL 1997-0281479
Recorded - Martha D. Haynie

be used for no purpose other than for ingress and egress to and from, and between, the RECREATION PARCEL and TRACTS 1, 3, 4, and 5 and for installation and maintenance of utilities. The EASEMENT PARCEL shall be maintained as a private road and accessway to serve the RECREATION PARCEL and said TRACTS 1, 3, 4, and 5. The ASSOCIATION shall enjoy a non-exclusive easement over and across the EASEMENT PARCEL and the RECREATION PARCEL specifically including, without limitation, TRACTS 1, 3, 4, and 5, for the purpose of implementing restricted gate access and/or security measures, including but not limited to the installation and subsequent maintenance, repair, replacement, or removal of fences, gates, or security devices or related improvements, provided that maintenance, repair, replacement, and removal of any such improvements shall be the responsibility of the ASSOCIATION if installed by the ASSOCIATION.

OFFICIAL RECEIPT
3250 1634
SEMIHOLE CO. FL

(Additions to original text are underlined; deletions are struck out).

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMIHOLE COUNTY, FLORIDA
BY *Maryanne Morse*
DEPUTY CLERK
AUG 04 1997

and DEVELOPER. No use may be made of the RECREATION PARCEL which shall violate zoning ordinances or other applicable laws of governmental regulations.

- 2). EASEMENT PARCEL. For the duration of the COVENANTS as herein-after provided, the EASEMENT PARCEL shall be used for no purpose other than for ingress and egress to and from, and between, the RECREATION PARCEL and TRACTS 1, 3, 4, and 5, and for installation and maintenance of utilities. The EASEMENT PARCEL shall be maintained as a private road and accessway to serve the RECREATION PARCEL and said TRACTS 1, 3, 4, and 5.

XII

PERIOD FOR SUBM.

MINIMUM AND MAXIMUM NUMBER OF UNITS

- 1). PERIOD FOR SUBMISSION OF THE PROPERTY. DEVELOPER shall have the right to submit portions of TRACTS 3, 4, and 5 to the COVENANTS from time to time and at any time for a period of ten years next following the date of the recording of the COVENANTS in the Public Records of Orange County, Florida. Any portion of said TRACTS which shall not have been submitted to the operation and effect of the COVENANTS within ten years next following the date of said recording of the COVENANTS shall no longer be eligible for submission.
- 2). MINIMUM AND MAXIMUM NUMBER OF UNITS. At no time shall there be less than 202 UNITS subject to the operation and effect of the COVENANTS nor shall there be at any time more than 650 UNITS subject to same. If at any time there shall be less than the above stated minimum number of UNITS subject to the operation and effect of the COVENANTS, the COVENANTS shall cease and terminate and be of no further force or effect, provided that if the number of UNITS subject to the COVENANTS shall be reduced below the minimum number by virtue of the occurrence of a casualty by which UNITS are destroyed the required minimum number of units shall be reduced to those UNITS remaining subject to the COVENANTS until the destroyed UNITS shall be restored at which time the required minimum number of UNITS shall again be increased to the first above stated minimum number of UNITS. Any attempt to submit any portion of TRACTS 3, 4, and 5, which submission would cause the total number of UNITS then subject to the operation and effect of the COVENANTS to exceed the above stated maximum, shall be void and of no effect.

XIII

INSURANCE

The following insurance coverage shall be maintained in full force and effect by ASSOCIATION covering the operation and management of the RECREATION PARCEL and the EASEMENT PARCEL:

A. Hazard insurance covering all of the Improvements on the RECREATION PARCEL and the EASEMENT PARCEL in an amount equal to one hundred percent (100%) of the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier; such coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage and other perils endorsement, subject to such deductible provision as the Board of Directors of ASSOCIATION may approve from time to time; and (ii) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location, and use, including, but not limited to, vandalism, malicious mischief, wind-storm, water damage, flood, and war risk insurance, if available.

82

B. Public liability and property damage insurance in such amounts and in such form as shall be required by ASSOCIATION to protect said ASSOCIATION, including, but not limited to, hired automobile, non-owned automobile, and off-premises employee coverage, provided that the minimum amount of coverage shall be single limit coverage of at least \$1,000,000 per occurrence in respect to personal injury and/or property damage.

C. Workmen's Compensation insurance to meet the requirements of law.

D. Such other insurance coverage as the Board of Directors of ASSOCIATION, in its sole discretion, may determine from time to time to be in the best interests of the ASSOCIATION.

E. All liability insurance maintained by ASSOCIATION shall contain liability endorsements to cover liability of all owners of UNITS as a group to each UNIT owner.

F. The Board of Directors of ASSOCIATION shall have the right to select the insurance company or companies with whom insurance coverage may be placed, provided that the insurance company designated by ASSOCIATION must have a financial rating by Best's Insurance Reports of Class VI or better. All parties beneficially interested in such insurance coverage shall be bound by such selection so made, except as hereinafter provided.

XIV

NOTICES

Any notice required or permitted to be sent to any UNIT OWNER under the provisions of the COVENANTS shall be deemed to have been properly sent when mailed, postage paid, to any UNIT owned by such UNIT OWNER. The notice shall be deemed effective when so mailed on the third day not a Saturday, Sunday, or legal Holiday next following the date of mailing. Any notice may be given by personal delivery to the UNIT OWNER or to his UNIT and in such case shall be effective upon such delivery.

As to any matter affecting all UNIT OWNERS, a copy of any notice or notice thereof shall in addition to being sent to each UNIT OWNER be posted in a conspicuous place on RECREATION PARCEL.

XV

EFFECTIVE DATE AND DURATION OF COVENANTS

The effective date of the COVENANTS shall be the date of recording of same in the Public Records of Orange County, Florida. The COVENANTS shall run with and bind the PROPERTY, and shall inure to the benefit of and be enforceable by the DEVELOPER, the ASSOCIATION, or any UNIT OWNER and their respective successors and assigns for a term of 50 years from the effective date, after which time the COVENANTS shall automatically be extended for successive periods of ten years unless an instrument signed by the then UNIT OWNERS of two thirds of the UNITS has been recorded in the Public Records of Orange County, Florida agreeing to terminate the COVENANTS. Upon violation or breach of any condition, covenant, or restriction contained in the COVENANTS, the DEVELOPER or the ASSOCIATION or any UNIT OWNER, in addition to any other remedy, shall have the right to proceed by action in court to compel a compliance or to cure such violation or breach.

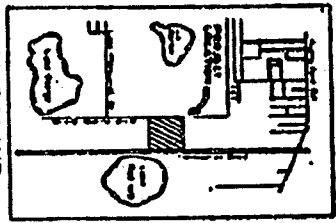
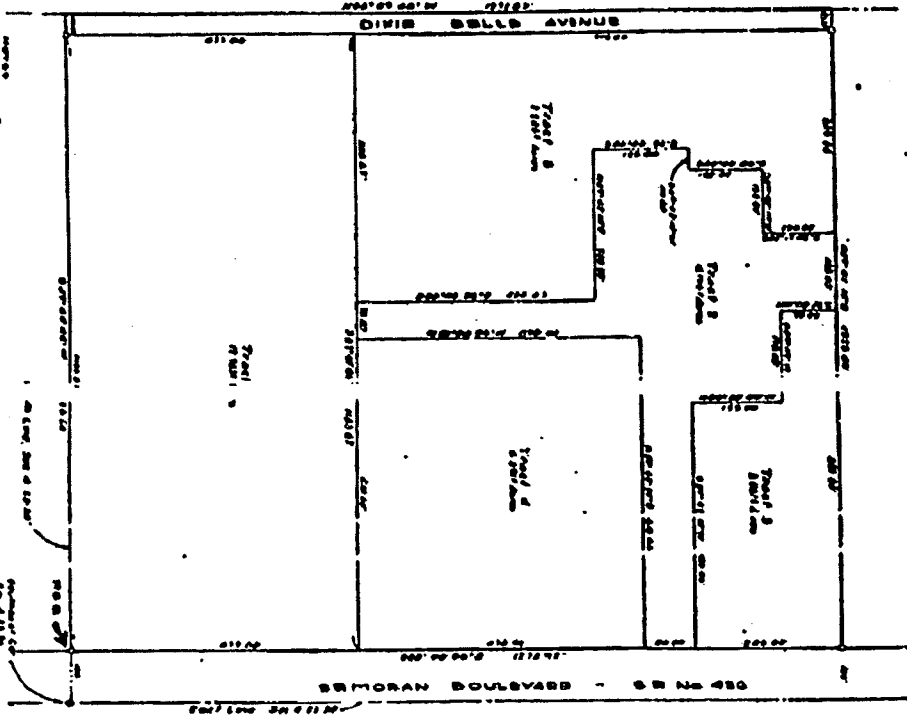
XVI

AMENDMENT

The COVENANTS may be amended at any time and from time to time upon execution and recording in the Public Records of Orange County,

WIMBLEDON PARK
SECTION 4, TOWNSHIP 23 SOUTH, RANGE 30 EAST
CITY OF ORANGE, ORANGE COUNTY, FLORIDA

DESCRIPTION:
The subject property is located in the City of Orange, Florida, in the Township 23 South, Range 30 East, Section 4, Township 23 South, Range 30 East, City of Orange, Orange County, Florida. The subject property is a portion of the original 100-acre tract known as the "Wimbledon Park" tract, which was originally platted and recorded in the Public Records of Orange County, Florida, in the year 1954. The subject property is a portion of the original 100-acre tract known as the "Wimbledon Park" tract, which was originally platted and recorded in the Public Records of Orange County, Florida, in the year 1954.



Prepared by
Engineering &
Associates

DESCRIPTION

The subject property is located in the City of Orange, Florida, in the Township 23 South, Range 30 East, Section 4, Township 23 South, Range 30 East, City of Orange, Orange County, Florida. The subject property is a portion of the original 100-acre tract known as the "Wimbledon Park" tract, which was originally platted and recorded in the Public Records of Orange County, Florida, in the year 1954. The subject property is a portion of the original 100-acre tract known as the "Wimbledon Park" tract, which was originally platted and recorded in the Public Records of Orange County, Florida, in the year 1954.

CERTIFICATE OF SUBMITTER

I, *Robert E. Kelly*, being the owner of the above described property, do hereby certify that the information herein is true and correct to the best of my knowledge and belief, and that I am the owner of the property herein described.

CERTIFICATE OF APPROVAL

I, *[Signature]*, being the Chairman of the Board of Planning and Zoning, do hereby certify that the information herein is true and correct to the best of my knowledge and belief, and that I am the Chairman of the Board of Planning and Zoning.

CERTIFICATE OF COMPLETION

The above described property has been completed in accordance with the conditions of the approval of the Board of Planning and Zoning, and the same is hereby certified to be complete.

SCHEDULE "A"

86

EASEMENT FOR TRACT J

Job No. M131

From the Southeast corner of Section 4, Township 23 South, Range 30 East, run S 89°44'44" W, a distance of 100.00 feet; thence N 00°08'56" W, along the West Right-of-Way line of Semoran Boulevard (SR 436), a distance of 947.92 feet for a Point of Beginning; thence S 89°42'14" W, a distance of 610 feet; thence S 00°08'56" E, a distance of 470.48 feet; thence S 89°44'44" W, a distance of 70.00 feet; thence N 00°08'56" W, a distance of 550.43 feet; thence N 89°42'14" E, a distance of 680.00 feet to a point on said west line; thence S 89°42'14" W, a distance of 610 feet to the Point of Beginning.

SCHEDULE "B"

8

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of WIMBLEDON PARK RECREATION ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on May 21, 1980, as shown by the records of this office.

The charter number for this corporation is 752563.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 23rd day of May, 1980.



George Firestone
Secretary of State

ARTICLES OF INCORPORATION

OF

WIMBLETON PARK RECREATION ASSOCIATION, INC.
(A Corporation Not For Profit)

In order to form a Corporation under and in accordance with the provisions of the laws of the State of Florida for the Formation of Corporations Not For Profit, we, the undersigned, hereby associate ourselves into a Corporation for the purpose and with the powers hereinafter mentioned; and to that end we do, by these Articles of Incorporation, set forth:

I

The name of the proposed Corporation shall be:

WIMBLETON PARK RECREATION ASSOCIATION, INC.

II

The purposes and objects of the Corporation shall be:

1) The ownership, administration, operation, and management of Tract 2 of WIMBLETON PARK SUBDIVISION, real property in Orange County, Florida described in Schedule "A" attached hereto, and the improvements and facilities now or hereafter thereon located for the use, benefit, and enjoyment of the parties who shall now or hereafter be the owners of Tracts 1, 3, 4, and 5 of said Subdivision and any dwelling units which may now or hereafter be located thereon, and such other parties as may be authorized or licensed to use same by the Corporation, subject to the terms and provisions hereof and of the Declaration of Covenants and Restrictions (the Covenants") which will be recorded in the Public Records of Orange County, Florida covering Tracts 1, 2, 3, 4, and 5 of said Subdivision;

2) Performance of all acts and duties incident to the ownership, administration, operation, and management of said Tract 2 and the facilities thereon, in accordance with the terms and provisions of these Articles of Incorporation and under the Covenants;

3) The ownership, operation, leasing, sale, hypothecation, and other dealing with such property, real or personal, as may be necessary or convenient in the accomplishment of said purposes and objects and the exercise of the powers of the Corporation hereinafter provided.

The Corporation shall be conducted as a non-profit Corporation for the benefit of its members.

III

The Corporation shall have the following powers:

1) The Corporation shall have all of the powers and privileges granted to corporations not for profit under the laws of the State of Florida,

2) The Corporation shall have all of the powers necessary or convenient to exercise, undertake, and accomplish all of the rights, duties, and obligations granted to or imposed upon the Corporation pursuant to the Covenants, and to accomplish the above stated purposes of the Corporation. Said powers shall include but not be limited to the following:

(a) To make and establish rules and regulations governing the use of said Tract 2 and the facilities located thereon for such purposes as may be stated in the Covenants;

(b) To levy and collect assessments against owners of dwelling units subject to, and as provided in, Covenants to defray the costs of ownership, administration, maintenance, operation, and management of said Tract 2 and the facilities located thereon, including the right to levy and collect assessments for the purposes of acquiring, operating, leasing, managing, and otherwise trading and dealing with any property, real or personal, necessary or convenient in the ownership, administration, maintenance, operation, and management of said Tract 2 and said facilities;

(c) To maintain, repair, replace, operate, and manage said Tract 2 and the facilities thereon for the purposes above stated, including the right to repair and reconstruct improvements after casualty and to make further improvements of said property and facilities;

(d) To contract for the management and administration of said Tract 2 and said facilities and to delegate to such contractor all of the powers and duties of the Corporation, except those which may be required by law or the Covenants to have approval of the Board of Directors or Membership of the Corporation; and

(e) To enforce the provisions of said Covenants, these Articles of Incorporation, the By-Laws of the Corporation which may hereafter be adopted, and such rules and regulations covering the use of said Tract 2 and the facilities thereon as hereafter established by the Corporation.

IV

The qualification of the members, the manner of their admission to membership and termination of such membership, and voting by members shall be as follows:

1) The owners of all dwelling units located upon those of Tracts 1, 3, 4, and 5 which have been submitted to the Covenants, and the owners of all dwelling units upon any of said Tracts thereafter submitted to the operation and effect of said Covenants shall be members of the Corporation, and WIMBLEDON DEVELOPMENT CORPORATION, hereinafter called the Developer, shall also be a member of Corporation as long as said Developer is the owner of any property which has been submitted to the operation and effect of the Covenants or which is eligible to be so submitted.

2) Membership based upon dwelling unit ownership shall be established by the then ownership of record of or subsequent acquisition of record of the fee simple title to a dwelling unit which has been submitted to the operation and effect of said Covenants, or by acquisition of a fee simple ownership interest. The membership of any party whose membership was acquired by virtue of acquisition of an ownership interest in a dwelling unit shall be automatically terminated upon his being divested of his fee simple ownership interest in such dwelling unit, provided that nothing herein contained shall be construed as terminating membership of any party who may hold fee simple interests in two or more dwelling units, so long as such party shall retain the fee ownership interest in any such dwelling unit.

3) The Developer is recognized as the owner of property which upon recordation of the Covenants will be subject thereto or eligible to be rendered subject to the operation and effect thereof. Accordingly, Developer is hereby declared to be and shall be a member of the Corporation from its inception entitled to all of the rights and privileges, including voting rights, of the Developer member hereunder and as may be provided in the By-Laws of Corporation and in the Covenants.

4) On all matters on which the unit owner membership shall be entitled to vote, there shall be one vote for each dwelling unit subject to the operation and effect of the Declaration of Covenants and Restrictions, which vote may be exercised or cast by the owner or owners of each such dwelling unit in such manner as may be provided in the By Laws hereafter adopted by the Corporation. Should any unit owner member own more than one dwelling unit, such member shall be entitled to exercise or cast as many votes as he owns dwelling units, in the manner provided by said By-Laws.

5) Until such time as the Covenants shall be recorded, the membership of the Corporation shall be comprised of the subscribers to these Articles, each of which subscriber shall be entitled to cast one vote on all matters in which the membership shall be entitled to vote.

V

The interest of a member in the funds and assets of the Corporation shall not be subject to assignment, hypothecation, or transfer in any manner. The funds and assets of the Corporation shall belong solely to the Corporation subject to the limitation that the same be expended, held, or used for the benefit of the membership and for the purposes authorized herein, in the Declaration of Covenants and Restrictions, and in the By-Laws which may be hereafter adopted.

VI

The Corporation shall have perpetual existence.

The principal office of the Corporation shall be located at 3100 South Semoran Boulevard, Orlando, Florida, 32809, but the Corporation may maintain offices and transact business in such other places within or without the State of Florida as may from time to time be designated by the Board of Directors. In compliance with Section 617.023, Florida Statutes, Ronald A. Harbert is designated Resident Agent of the Corporation upon whom service of process may be served at 201 E. Pine Street, Southeast National Bank Building, Suite 600, Orlando, Florida 32802 as the office to be maintained for such purpose, provided that such Resident Agent and office may be changed from time to time as the Board of Directors of the Corporation may determine.

VIII

The affairs of the Corporation shall be managed by the President of the Corporation assisted by the Vice President, Secretary, and Treasurer, and, if any, the Assistant Secretaries and Assistant Treasurers, subject to the directions of the Board of Directors. The Board of Directors, or the President with the approval of the Board of Directors, may employ a Managing Agent and/or other managerial and supervisory personnel or entities to administer or assist in the administration of the operation and management of Tract 2 and the facilities thereon and the affairs of the Corporation. Any such person or entity may be so employed without regard to whether such person or entity is a member of the Corporation or a director or officer of the Corporation.

IX

The number of members of the first Board of Directors of the Corporation, and each subsequent Board of Directors, shall be five (5). The members of the Board of Directors shall be designated and/or elected as follows: