

Recording	\$	<u>18.50</u>
Doc Stamps	\$	<u>          </u>
Intangible Tax	\$	<u>          </u>
Total	\$	<u>18.50</u>

RECORDED IN OFFICIAL RECORDS  
 INSTRUMENT # 2604642 2 PG(S)  
 October 12, 2010 04:38:11 PM  
 Book 3987 Page 1723  
 J. K. IRBY, Clerk Of Circuit Court  
 ALACHUA COUNTY, Florida



SFM/H&M  
 RETURN TO:

**RESOLUTION OF AMENDMENT  
 OF  
 DECLARATION OF CONDOMINIUM OF SOUTHBROOKE, A CONDOMINIUM**

**THIS RESOLUTION OF AMENDMENT TO THE DECLARATION OF CONDOMINIUM OF SOUTHBROOKE, A CONDOMINIUM**, is executed ON October 8th, 2010, August 27, 2008, by the President and Secretary of SOUTHBROOKE CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, (the "Association").

**WITNESSETH:**

1. The Declaration of Condominium of Southbrooke, a Condominium, were recorded November 1, 2006, at O.R. Book 3489, page 1370 of the Public Records of Alachua County, Florida (the "Declaration").
2. Pursuant to the Article 15.1 of the Declaration, the Declaration may be amended by the Owners by a vote of at least fifty-one (51%) of the entire membership of the board of directors ("the Board") and at least fifty-one (51%) percent of the votes of the members of the Association.
3. The Owners wish to raise additional capital for the Association by requiring each Owner to make an initial capital contribution to the Association upon the transfer of a unit to any new Owner.

NOW THEREFORE, the undersigned, Andrew Fischer, President of the Association, does hereby certify as follows:

1. Meeting. The Board of Directors called a meeting of the Owners to consider amending the Declaration to require each Owner to make an initial capital contribution to the Association upon the transfer of a unit to any new Owner. Notice of the meeting was given to all members. The meeting was held on August 27, 2008 at which a quorum was had. All of the members of the Board of Directors and 53% of the Owners voted (in person or by proxy) to adopt the following resolution:

**RESOLUTION**

BE IT RESOLVED, that Article VIII be amended to add Article 8.7 to require the payment of initial contribution to the working capital funds of Southbrooke Condominium, Inc. as follows:

8.7 Initial Capital Contribution. Upon conveyance of a Unit, the Owner listed as Grantee will pay an initial contribution to the working capital funds of Southbrooke Condominium Association, Inc. in the amount of \$750.00. Said initial capital contribution shall be considered an assessment subject to the terms set forth in this Article VIII herein.

2. Certification. The undersigned further certifies that the meeting of the Owners and Board of Directors was called for the purpose of voting on the resolution and said meeting was held in accordance with the Association's Bylaws and Declaration, and the statutes of the State of Florida; that the Owners and Board have full power and authority to bind the Association pursuant thereto; that this Resolution is in full force and effect and has not been altered, modified or rescinded.

IN WITNESS WHEREOF, I have affixed my name as President of this corporation and have affixed the corporate seal of the corporation on the date first written.

Signed, sealed and delivered  
in the presence of:

Rhonda Derus

Witness  
Print RHONDA DERUS

Rhonda Derus

Witness  
Print RHONDA DERUS

SOUTHBROOKE CONDOMINIUM  
ASSOCIATION, INC., a Florida corporation

By: Andrew Fischer

Andrew Fischer, President

Attest: Hal Van Hall  
Hal Van Hall, Secretary

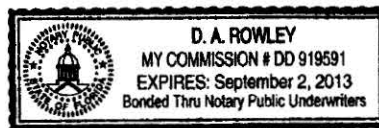
State of Florida  
County of Alachua

8th The foregoing instrument was acknowledged, sworn to and subscribed to before me this day of October, 2010, by Andrew Fischer, as President of Southbrooke Condominium Association, Inc., a Florida not-for-profit corporation and Hal Van Hall, as Secretary of Southbrooke Condominium Association, Inc. who ( ) are personally known to me or (✓) produced FLORIDA DRIVER LICENSE as identification.

D. A. Rowley

Signature of Notary  
My Commission Expires: 9/2/2013

(SEAL)



This instrument prepared by:  
Denise Lowry Hutson, Esq.  
Salter, Feiber, Murphy,  
Hutson & Menet, P.A.  
P.O. Box 357399  
Gainesville, FL 32635  
PH: (352) 376-8201



**DECLARATION OF CONDOMINIUM  
OF  
SOUTHBROOKE, A CONDOMINIUM**

**ARTICLE I**

**PREAMBLE, NAME AND LEGAL DESCRIPTION**

The undersigned, Southbrooke Properties, LLC, a Florida limited liability whose address is 2300 Lee Road, Winter Park, FL 32789, ("Developer"), being the holder of fee simple title to that certain real property located in Alachua County, Florida, and more particularly described hereinafter, does hereby submit such lands as described in Paragraph 1.2 below together with the improvements thereon to the condominium form of ownership in accordance with the provisions of Chapter 718, Florida Statutes, and the following provisions:

1.1. Name. The name by which this condominium is to be identified is SOUTHBROOKE, A CONDOMINIUM (the "Condominium").

1.2. Legal Description. Developer is the owner of that certain real property located in Alachua County, Florida, more particularly described in the attached **Exhibit "A"**, which exhibit is incorporated herein by this reference. The property that is hereby submitted to the condominium form of ownership under this Declaration of Condominium consists of that certain real property set forth in the attached Exhibit "A" together with those easements more specifically and particularly described in Article IV herein.

**ARTICLE II**

**DEFINITIONS**

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of Chapter 718 and as follows unless the context otherwise requires:

2.1. Ad Valorem Real Estate Taxes shall mean those real property taxes assessed against the Units and their respective undivided interests in the Common Elements by Alachua County, Florida.

2.2. Articles of Incorporation shall mean the Articles of Incorporation of the Association, as they may be amended from time to time. A copy of the present Articles of Incorporation are attached hereto as **Exhibit "B"** and incorporated herein by reference.

2.3. Association shall mean Southbrooke Condominium Association, Inc., a non-profit Florida corporation, and its successors, which is responsible for the operation of the Condominium.

2.4. Association Property shall mean any real and personal property owned by the Association including, but not limited to, all furnishings, fixtures and other personal property contained within the Condominium Property that are not the property of an individual Owner.

2.5. Bylaws shall mean the Bylaws of the Association as they may be amended from time to time. A copy of the present Bylaws are attached hereto as **Exhibit "C"** and are incorporated herein by this reference.

2.6. Chapter 718 shall mean the provisions of Chapter 718, Florida Statutes, as the same is constituted on the date of the recording of this Declaration.

2.7. Common Elements shall mean all of those items defined in Chapter 718 as Common Elements and those items hereinafter declared to be included within the Common Elements.

2.8. Common Expenses shall include:

a. Expenses of administration and management of the Condominium Property and of the Association including, but not limited to, compensation paid by the Association to a manager, accountant, attorney or other employee or independent contractor.

b. Expenses of maintenance, operation, repair and replacement of the Common Elements and Limited Common Elements, as well as all other costs and expenses properly incurred by the Association.

c. Expenses declared Common Expenses by the provisions of this Declaration or the Condominium Documents or Chapter 718.

d. Any valid charge against the Condominium Property as a whole.

e. All costs and expenses incurred by the Association in connection with regulatory compliance.

f. All reserves for replacement and maintenance of the Condominium Property as required by Chapter 718.

Common Expenses shall not include Ad Valorem Real Estate Taxes assessed against each Condominium Parcel but shall include any and all taxes assessed against Association Property.

2.9. Common Surplus shall mean any excess of all receipts of the Association over the amount of Common Expenses.

2.10. Condominium shall mean and refer to Southbrooke, a Condominium.

2.11. Condominium Documents shall include this Declaration, together with all exhibits attached hereto and all other documents expressly incorporated herein by reference, as the same may be amended from time to time.

2.12. Condominium Parcel is a Unit, together with the undivided share in the Common Elements and Common Surplus which are appurtenant to the Unit.

2.13. Condominium Property means and includes the lands, leaseholds, easements and personal property including, but not limited to, the Common Elements that are subjected to condominium ownership from time to time as part of this Condominium, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with this Condominium.



2.14. Condominium Rules and Regulations shall mean and refer to the rules and regulations concerning the use of Condominium Property as may be promulgated and amended from time to time by the Association in the manner provided by its Articles of Incorporation and Bylaws.

2.15. Declaration shall mean this Declaration of Condominium of Southbrooke, a Condominium, as it may lawfully be amended from time to time, pursuant to the provisions hereof.

2.16. Developer shall mean Southbrooke Properties, LLC, a Florida limited liability company, its successors and assigns. No party other than Southbrooke Properties, LLC, shall exercise the rights and privileges reserved herein to the Developer unless such party shall receive and record in the Public Records of Alachua County, Florida, a written assignment from Southbrooke Properties, LLC, of all or a portion of such rights and privileges.

2.17. Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit to the exclusion of other Units.

2.18. Management Company shall mean an entity engaged to manage the Condominium pursuant to the Management Contract, its successors or assigns.

2.19. Management Contract shall mean the agreement between the Association and any Management Company which provides for the ongoing management of the Condominium.

2.20. Mortgagee shall mean the Developer (and any successor-in-interest to the Developer as to a purchase-money mortgage), the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), or any trust, savings and loan association, credit union, mortgage company, bank, insurance company, or commercial loan company licensed to do business in the State of Florida, to the extent that any of the same hold a first mortgage encumbering any Unit.

2.21. Owner means the owner of a Unit, as evidenced by a recorded deed of conveyance.

2.22. Unit means a condominium unit as that term is defined in Chapter 718 and in Article V of this Declaration and refers to that part of the Condominium Property which is subject to exclusive ownership by one or more persons.

2.23. Utility Services shall include, but not be limited to, electric power, cable television, water, garbage and sewage disposal and telephone service, and all other public service and convenience facilities.

### ARTICLE III

#### EXHIBITS

The Exhibits referred to in this Declaration shall include the following:

3.1. Exhibit "A". A legal description and a survey of the initial land committed to the condominium form of ownership pursuant to this Declaration and comprising the Condominium Property as set forth in Article XX below, together with a graphic description of the Units located therein in a plot plan which, together with this Declaration, are of sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions. As set

forth in Exhibit "A", each Unit is identified by a number so that no Unit bears the same designation as any other Unit.

- Exhibit A-1 Legal Description of the condominium
- Exhibit A-2 Plot plan showing layout of the Buildings
- Floor plans and Unit Designations for the Buildings
- Elevation for the Buildings
- Typical Building Section for the Building

Copies of the survey are also recorded in Condominium Book 9, pages 8-13, of the Public Records of Alachua County, Florida.

- 3.2. Exhibit "B". The Articles of Incorporation of the Association.
- 3.3. Exhibit "C". The Bylaws of the Association.

#### ARTICLE IV

#### EASEMENTS

The following easements are hereby expressly reserved or have been granted:

4.1. General Easements. Non-exclusive easements over, across and under the Condominium Property are expressly provided for and reserved in favor of the Developer and the Owners and their respective lessees, guests and invitees as follows:

a. Utilities. Easements are reserved over, across and under the Condominium Property as may be required for Utility Service in order to serve the Condominium adequately; including, but not limited to, easements for the purpose of allowing such access rights as are necessary to utilize and service any lift station or utility transformer boxes located within the Condominium Property. Specific utility easements that exist on the Condominium Property, if any, are set forth in Exhibit "A" attached hereto.

b. Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to permit such encroachment so long as the same shall exist.

c. Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and intended for such purposes, and such easements shall be for the use and benefit of the Owners within this Condominium and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park any vehicle upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes. Further, easements shall exist for ingress and egress over such streets, walks and other rights-of-way serving the Units as shall be necessary to provide for reasonable access to the public rights-of-way.

4.2. Association Easements. Except as limited by Section 718.111(10), Florida Statutes, the Association may grant easements from time to time over the Common Elements.

4.3. Developer Easements. The Developer hereby reserves the following exclusive easements and rights to grant easements:

a. Marketing, Sales and Rental. The Developer reserves exclusive easement rights over and across the Condominium Property for the purpose of marketing, sales and rental of Units and other accommodations owned or operated by the Developer or one of its affiliates on adjoining properties which are not part of the Condominium.

b. Governmental Requirements. The Developer hereby reserves the right to grant such easements from time to time as may be required by any government agency. Such easements shall specifically include, but not be limited to, any environmental easements required by state or federal environmental agencies for so long as the Developer holds any interest in any Unit subject to this Declaration.

c. Developer Easements. The Developer reserves unto itself, for so long as it holds any interest in any Unit (including leaseholds), specific easement rights over and across the Condominium Property as it may deem necessary for its use from time to time.

d. Construction Easements. The Developer, on behalf of itself and its affiliates, hereby reserves easement rights over, under and across the Condominium Property as is necessary from time to time for the purpose of constructing improvements on property adjacent to and in the vicinity of the Condominium Property, but only if access thereto is otherwise not reasonably available.

4.4. Other Easements. Other easements, if any, may have been granted over the Condominium Property as set forth in the survey contained in Exhibit "A" attached hereto.

## ARTICLE V

### UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS

5.1. Units. The term "Units" as used herein shall mean and comprise the separate residential dwellings in the Condominium which are located and individually described in Exhibit "A" hereto *excluding*, however:

a. all spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors and above the lowest horizontal plane of the upper structural elements of each Unit;

b. all spaces and improvements lying beneath the undecorated and/or unfinished inner surface of all interior columns, bearing walls and/or bearing partitions; and

c. all glass and other transparent and/or translucent material, insect screens and screening in windows and doors and the material covering other openings in the exterior walls of Units.

The term "Unit" shall mean and comprise the following:

d. the enclosed garage serving a Unit, all porches (screened or unscreened), patios, terraces and balcony areas and other fixtures and equipment, if any attached, affixed or contiguous to the exterior of and serving a Unit.

e. All heating and circulating equipment and associated ducts, wiring, thermostats, conduits and related fixtures that exclusively serve a Unit shall be considered to be a part of such Unit.

5.2 Common Elements. The term "Common Elements" as used herein shall mean and comprise all of the real property and improvements of the Condominium except the Units including, without limitation:

a. Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of utility services, heating and cooling and/or ventilation to Unit and Common Elements;

b. Easements of support in every portion of a Unit which contribute to the support of other Units and/or Common Elements;

c. Installations for the furnishing of utility services to more than one Unit or to the Common Elements, specifically excluding however, any utility main lines, force mains or collection lines and meters owned and maintained by the utility company servicing the Condominium Property;

d. The property and installations in connection therewith required for the furnishing of services to more than one Unit or to the Common Elements;

e. The riparian and/or littoral rights, appertaining to the Land, if any;

f. Fixtures owned or held for the common use, benefit and enjoyment of all Unit Owners;

g. Walkways, covered entrances and verandas located within the Condominium Property;

h. Automobile parking areas, driveways and paved areas located within the Condominium Property; and

i. Elevator serving the property.

5.3 Limited Common Elements. To the extent applicable and subject to the provisions of this Declaration, each Unit may have as Limited Common Elements appurtenant thereto such portions of the Common Elements as are defined herein and/or shown on the Condominium Drawings, including, but not limited to:

a. any portion(s) of the Common Elements, including, but not limited to, conduits, ducts, plumbing, wiring and other facilities, for the furnishing of utility and other services to a particular Unit inclusive of heating and cooling and circulating equipment shall be a Limited Common Element appurtenant to that Unit;

b. the mailbox assigned to a particular Unit which shall be located within the clubhouse postal center;

c. light and electrical fixtures outside the Unit or attached to the exterior walls of the Unit and which solely serve such Unit; and

The use and enjoyment of the Limited Common Elements shall be in accordance with the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws, any

rules and regulations duly promulgated by the Association, and local, state, and federal statutes and ordinances.

**5.4. Warranty Limitation.** EXCEPT FOR THOSE WARRANTIES REQUIRED BY CHAPTER 718, FLORIDA STATUTES, THE DEVELOPER DOES NOT MAKE ANY WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, AND THE DEVELOPER HEREBY DISCLAIMS ANY SUCH WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THE OWNERS AND THE ASSOCIATION ASSUME ALL RISK AND LIABILITY RESULTING FROM THE USE OF THIS PROPERTY.

## ARTICLE VI

### APPURTENANCES

6.1. Appurtenant Interests. As required under Florida Statutes, Section 718.104(4)(f), appurtenant to each Unit in the Condominium shall be an undivided ownership interest in the Common Elements, as well as an undivided share of the Common Expenses and Common Surplus. Each Unit will have appurtenant to it an undivided ownership interest in the Common Elements and a percentage share of the Common Expenses and Common Surplus as follows:

Unit Number	Percentage share in Common Elements Common Surplus and Common Expenses
102	3.961
103	4.145
104	2.809
107	3.961
108	4.145
109	2.809
201	3.827
202	3.855
203	4.178
204	3.855
205	3.827
206	3.827
207	3.855
208	4.178
209	3.855
210	3.827
301	3.827
302	3.855
303	4.178
304	3.855
305	3.827
306	3.827
307	3.855
308	4.178
309	3.855
310	3.827
Total	100.00

The Owner of each Unit shall be liable for that share of the Common Expenses which equals the percentage interest in the Common Elements and Common Surplus appurtenant to its Unit.

6.2. Partition of Common Elements. The share of the undivided percentage interest in the Common Elements appurtenant to each Unit shall remain undivided, and no Owner shall bring, or have any right to bring, any action for partition or division of same.

## ARTICLE VII

### MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement, shall be as follows:

#### 7.1. Units, Common Elements and Limited Common Elements.

a. By the Association. Unless caused by the specific abuse of an Owner or any licensee, guest or tenant of an Owner, the Association shall maintain, repair and replace at the Association's expense:

(1) All Common Elements and Limited Common Elements except as otherwise provided in the Condominium Documents.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services.

b. By the Owner. The responsibility of the Owner for maintenance, repair and replacement shall be as follows:

(1) To not paint or otherwise decorate or change the appearance of any portion of the Condominium Property without the prior written approval of the Association.

(2) To promptly report to the Association upon discovery any defect or need for repairs for which the Association is responsible.

(3) To bear in their entirety any expenses of repairs or replacements to the Condominium Property occasioned by the specific use or abuse by any Owner or any licensee, guest or tenant of said Owner.

(4) To maintain, repair and replace all components, furnishings, carpeting, appliances and other property, real, personal or mixed, located inside or comprising a Unit unless provided otherwise in the Condominium Documents.

(5) To maintain the screen enclosure on patios in good repair.

7.2. Management Contract. The Association may enter into such management contracts from time to time as it deems necessary to engage the services of a management company to carry out all or part of the maintenance and operational duties and obligations of the Association in accordance with this Declaration. Any Management Contract must provide that at any time after turnover of control of the Association to Owners other than Developer, that the Association shall have the right, without penalty, to terminate the Management Contract upon not more than ninety (90) days advance written notice to the Management Company.



7.3. Association's Access to Units. The Association has the irrevocable right of access to each Unit and the Limited Common Elements appurtenant thereto whenever necessary for maintaining the Common Elements, for making emergency repairs necessary to prevent damage to the Common Elements or to another Unit and for servicing and reading utility lines, valves, conduits and meters.

7.4. Common Elements and Limited Common Elements. The Association shall maintain, repair and replace all Common Elements and Limited Common Elements except as otherwise provided in the Condominium Documents.

## ARTICLE VIII

### ASSESSMENTS AND COMMON EXPENSES

8.1. Common Expenses. In addition to those items defined as Common Expenses in Article 2.8 above, Common Expenses shall include the following:

- a. Repair, replacement and upkeep of the Common Elements including, but not limited to, all storm water drainage and retention areas, recreational facilities, driveways, sidewalks;
- b. Casualty and/or liability insurance on the Condominium Property and fidelity bonds;
- c. Utility Services for the Condominium Property not attributable to individual Units;
- d. Taxes on Association Property and any other applicable taxes other than Ad Valorem Real Estate Taxes assessed against individual Condominium Parcels; and
- e. Any other expenses incurred in the normal operation and maintenance of the Condominium which cannot be attributed to a particular Owner.

8.2. Assessments. The mailing and collection of assessments against each Owner for Common Expenses, for the costs or expenses for which an individual Owner may be solely responsible pursuant to the terms of the Condominium Documents, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

- a. Interest: Application of Payments. Assessments and installments on such assessments paid on or before five (5) days after the date when due shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the maximum legal rate from the date when due until paid. A late charge equal to the greater of \$25.00 or 5% of the delinquent payment shall also be due on delinquent accounts. All payments on accounts shall be first applied to any interest that has accrued, then to any late charge, then to any costs and reasonable attorneys' and paralegals' fees incurred in collection, and then to the assessment payment first due. The board of directors shall have the discretion to increase or decrease the amount of late charge and/or interest rate within the limits imposed by law; provided, however, that such increase or decrease shall be made effective by amending the Condominium Rules and Regulations and notifying the Owners of same by regular mail addressed to each Owner at his last known address.

b. Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid assessments which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, which lien shall also secure any interest, and all reasonable attorneys' fees and costs incurred by the Association incident to the collection process, whether or not legal proceedings are initiated. The lien is effective from and after recording a claim of lien, executed and acknowledged by an officer or authorized agent of the Association, in the Public Records of Alachua County, Florida, stating the legal description of the Condominium Parcel, the name of the Owner of record, the name and address of the Association, the amount claimed to be due and the due dates. The lien shall continue in effect until all sums secured by the lien shall have been fully paid or until such time as is otherwise permitted by law. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at such party's expense. All such liens shall be subordinate to any mortgage recorded prior to the date of recording the claim of lien, and all such liens may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association may also sue to recover a money judgment for unpaid assessments without thereby waiving any claim of lien. Pursuant to Section 718.116(1), Florida Statutes, in the event a Mortgagee shall obtain title to a Condominium Parcel as a result of the foreclosure of its mortgage, or in the event such Mortgagee shall obtain title to a Condominium Parcel as the result of a conveyance in lieu of foreclosure of its mortgage, such Mortgagee shall be liable for the unpaid Common Expenses and assessments that became due prior to the Mortgagee's acquisition of title. However, the Mortgagee's liability is limited to the lesser of the Unit's unpaid Common Expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association, or one percent (1%) of the original mortgage debt if the Mortgagee joined the Association as a defendant in the foreclosure. Nothing contained herein shall be construed as a modification of any rights or remedies of the Association pursuant to Chapter 718, except to the extent that the Condominium Documents allow additional remedies to those expressly set forth in said statute and to the extent that such additional remedies are permitted by said statute.

c. Personal Liability for Unpaid Assessments. Each Owner of a Unit is personally liable for all assessments made against the Unit pursuant to this Declaration and Chapter 718, and the Association may bring an action for a money judgment against a delinquent Owner to collect all sums due the Association, including interest, late charges, costs and reasonable attorneys' and paralegals' fees. In the event a Unit is owned by more than one person or entity, such owners shall be jointly and severally liable for all assessments made against the Unit.

d. Payments of Assessments. No Owner may withhold payment of any regular assessment or special assessment or any portion thereof because of any dispute which may exist between that Owner and the Association, the directors of the Association, the Management Company or the Developer or among any of them but, rather, each Owner shall pay all assessments when due pending resolution of any dispute.

e. Notice of Delinquent Assessments. Any Mortgagee, upon written request to the Association (such request to state the name and address of such Mortgagee and the Unit number at issue), will be entitled to timely written notice of any delinquency in the payment of assessments or charges owned by an Owner of a Unit subject to the mortgage of such Mortgagee where such delinquency has continued for a period of sixty (60) days.

8.3. Common Surplus. Each Owner shall own a share of the Common Surplus attributable to each Unit owned in accordance with Section 6.1 above.

8.4. Refunds of Common Surplus. If the Association shall refund all or a portion of any Common Surplus to the Owners for any fiscal year in which the Developer paid any assessment, such refund shall be prorated as of the date of closing of any sale of a Unit upon which the sale was closed by the Developer during such year, and the prorated amount allocable to the period of time of the Developer's ownership shall be refunded directly to the Developer by the Association.

8.5. Certificate. Any Owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a mortgage or other lien shall have the same right as to any Unit upon which it has a lien. Any person other than the Owner who relies upon such certificate shall be protected thereby.

8.6. Developer Guaranty. Pursuant to Chapter 718, Developer guarantees to each Owner in the Condominium commencing upon the recordation of the Declaration of Condominium and continuing through December 31, 2006, that the total annual assessment for Common Expenses of the Condominium imposed upon such Owners will not exceed:

\$1,967.05	per unit for type [A]	"Dogwood" units
\$2,035.93	per unit for type [B]	1 <sup>st</sup> floor "Magnolia" units
\$1,981.45	per unit for type [B]	2 <sup>nd</sup> floor "Magnolia" units
\$2,130.50	per unit for type [C]	1 <sup>st</sup> floor "Live Oak" units
\$2,147.47	per unit for type [C]	2 <sup>nd</sup> floor "Live Oak" units
\$1,443.81	per unit for type [D]	"Cypress" units

In consideration of this guaranty, Developer shall be excused from the payment of its share of the Common Expenses of the Condominium which otherwise would have been assessed against its unsold Units in the Condominium during the term of the guaranty. As a consequence of this exemption, Developer shall pay any amount of Common Expenses not collected from the other Owners needed to meet the expenses of the Association as these expenses are incurred each year while the obligation to extend this guaranty for one additional twelve (12) month period after the expiration of the initial guaranty period on December 31, 2006, as permitted by Florida law.

## ARTICLE IX

### THE ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1. Membership in Association. Membership of each Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. Each Unit shall have one (1) vote in the Association. Where a Unit is owned by more than one owner, the co-tenants of the Unit shall file a voting certificate with the Association, in accordance with the Articles and Bylaws of the Association, setting forth which cotenant is designated to cast the vote for that Unit.

9.2. Articles of Incorporation. A copy of the present Articles of Incorporation of the Association, which set forth its powers and duties, are attached hereto as **Exhibit "B"** and are incorporated herein by reference.

9.3. Bylaws. A copy of the present Bylaws of the Association are attached hereto as **Exhibit "C"** and are incorporated herein by reference.

9.4. Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Owners for injury or damage other than for the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association or caused by the elements or other Owners or persons.

9.5. Restraint upon Assignment of Shares and Assets. Each Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.6. Transfer of Control of Association.

a. Owners other than the Developer shall be entitled to elect no less than one-third of the members of the board of directors of the Association when the Owners other than the Developer own 15 percent or more of the Units in the Condominium that will be operated ultimately by the Association.

b. Owners other than the Developer shall be entitled to elect not less than a majority of the members of the board of directors of the Association:

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

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

(3) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(4) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business;

(5) Seven years after recordation of the Declaration; or

(6) 120 days after the date by which seventy-five percent (75%) of the Units have been conveyed to Owners, whichever occurs earlier.

c. The Developer is entitled to elect at least one member of the board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the Units in the Condominium operated by the Association.

d. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any Developer-owned Units in the same manner as any other Owner except for purposes of requiring control of the Association or selecting the majority members of the board of directors.

9.7. Management Contract. As set forth in Article 7.2 above, the Association is authorized to contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents to have approval of the board of directors or members of the Association.



9.8. Availability of Documentation. The Association shall be required to make available to Owners, any Mortgagee and the holders and insurers of the first mortgage on any Unit, current copies of this Declaration, the Articles and Bylaws of the Association, the Frequently Asked Questions and Answers sheet and other rules governing this Condominium and other books, records and financial statements of the Association. The Association also shall make available to prospective purchasers current copies of this Declaration, the Association Articles and Bylaws, other rules governing the Condominium and the most recent annual audited financial statement, if such is prepared. "Available" shall at least mean available for inspection upon request, during normal business hours or under other reasonable circumstances.

Upon written request from any Mortgagee, HUD, VA, FNMA or FHLMC, the Association shall prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

## ARTICLE X

### INSURANCE

The insurance other than title insurance, if any, that shall be carried upon the Condominium Property shall be governed by the following provisions:

10.1. Authority to Purchase; Named Insured. All insurance policies upon the Condominium Property shall be purchased by the Association from a fiscally responsible company authorized to do business in the State of Florida and shall have a minimum term of one year. In selecting an insurance carrier, the Association shall refer to and comply with the criteria set forth in the FNMA Conventional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide for specific requirements regarding the qualifications of insurance carriers. The named insured shall be the Association individually and as agent for the Owners, without naming them, and as agent for their Mortgagees. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the Insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the Insurance Trustee. Such policies shall also include a "condominium endorsement" which shall provide for recognition on any insurance trust agreement, waiver of the right of subrogation against Owners individually, that the insurance is not prejudiced by any act or neglect of individual Owners which is not in the control of such Owners collectively and that the policy is primary in the event the Owners have other insurance covering the same loss. Such policies shall also include, to the extent available and commonly required by prudent institutional mortgage investors in the area, an "Agreed Amount Endorsement", "Inflation Guard Endorsement" and/or "Demolition or Building Code Endorsement".

10.2. Personal Property of Owners. If desired, each Owner shall obtain insurance coverage upon his personal property at his own expense, and such insurance shall not be the responsibility of the Association.

10.3. Coverage.

a. Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to one hundred percent (100%) of the current replacement cost, exclusive of land, foundation and excavation costs, and all other items normally excluded from coverage, and all personal property owned by the Association shall be insured for its current replacement cost, all as shall be determined from time to time by the board of directors of the Association. Coverage shall afford protection against:

(1) Loss or damage by fire and other hazards normally covered by a standard extended coverage endorsement;

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the Condominium Property, including floods and all other perils normally covered by the standard "all risk" endorsement where such is available, including, but not limited to, vandalism and malicious mischief.

b. Public Liability. Public liability insurance shall be carried in such amounts and with such coverage as shall be required by the board of directors of the Association from time to time; provided, however, that such coverage shall in no event be in an amount less than One Million (\$1,000,000.00) per occurrence. Wherever and whenever it is possible and economically feasible to do so, the board of directors shall attempt to obtain adequate insurance protection in reasonably prudent coverages. Except as required herein, nothing in this Declaration shall be construed to require the board of directors to obtain such coverage as a condition precedent to the Association conducting business.

c. Worker's Compensation. Worker's compensation insurance shall be carried to the extent necessary to meet the requirements of law.

d. Fidelity Bond. Fidelity insurance coverage shall be carried in the name of the Association for all officers, directors and employees of the Association and all other persons handling or responsible for funds of the Association. Where the Management Company has the responsibility for handling or administering funds of the Association, the Management Company shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee. The total amount of fidelity bond coverage required shall be in the amount required for each such officer, director or employee as set forth in Section 718.111(11)(d), Florida Statutes, or in an amount not less than the estimated maximum of funds, including reserve funds, in the custody of the Association or Management Company, as the case may be, at any given time during the term of each bond, whichever is greater, but in no event may the aggregate amount of such bonds be less than a sum equal to three months' aggregate assessments on all Units plus reserve funds. The fidelity bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees", or similar terms or expressions. The fidelity bonds shall not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten (10) days' prior written notice to the Association. Such bonds must also provide that any FNMA servicer, on behalf of FNMA, must also receive such notice of cancellation or modification.

e. Other. Such other insurance may be carried as the board of directors of the Association shall determine from time to time to be desirable.

10.4. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5. Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Owners and any Mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association or to a named Insurance Trustee (the "Insurance Trustee") if the board of directors shall so elect. All references to an Insurance Trustee herein shall apply to the Association if the board of directors elects not to appoint an Insurance Trustee. Any Insurance Trustee appointed by the board of directors shall be a commercial bank with trust powers authorized to do



business in Florida or another entity acceptable to the board of directors of the Association. The Insurance Trustee (other than the Association) shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Owners and any Mortgagees in the following shares; provided, however, that such shares need not be set forth on the records of the Insurance Trustee:

a. Proceeds on Account of Damage to Common Elements and Limited Common Elements. Proceeds on account of damage to Common Elements and Limited Common Elements shall be held in undivided shares for each Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to each Unit.

b. Units. Proceeds on account of damage to Units when the building or Unit is not to be restored shall be held in undivided shares for each Owner of those Units or Unit, such share being the same as the undivided share in the Common Elements appurtenant to each Owner's interest.

c. Mortgagees. Such insurance policies shall contain the standard mortgage clause or equivalent endorsement (without contribution) which is commonly accepted by private institutional mortgage investors in the area in which the condominium is located and which appropriately names FNMA and FHLMC, if such corporations are Mortgagees. In the event a Mortgagee endorsement has been issued, any share for the Owner shall be held in trust for the Mortgagee and the Owner as their interests may appear; provided, however, that no Mortgagee shall have the right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Owner and Mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the Mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged interest in any of the following events:

(1) When its mortgage is not in good standing and is in default;

or

(2) When insurance proceeds are insufficient to restore or repair the Unit to the condition existing prior to the loss and additional monies are not available for such purpose.

10.6. Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners of such proceeds in the following manner:

a. All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

b. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Owners and any Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Mortgagee.

c. If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed

to the beneficial owners, remittances to Owners and any Mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any Mortgagee.

d. In making distribution to Owners and any Mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its president and secretary as to the names of the Owners and their respective shares of the distribution.

10.7. Association as Agent and Attorney-in-Fact. The Association is hereby irrevocably appointed agent and attorney-in-fact for each Owner to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

10.8. Notice to Owners and Mortgagees. No insurance policy required by this Declaration may be canceled or substantially modified without at least ten (10) days' prior written notice to the Association and each Mortgagee holding a first mortgage and which is listed as a scheduled holder of a first mortgage in the policies. Certificates of insurance shall be issued to each Owner and Mortgagee upon written request therefor.

## ARTICLE XI

### RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1. Obligation to Reconstruct or Repair. If any part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

a. Common Elements and Limited Common Elements. If the damaged improvement is a Common Element or a Limited Common Element, then the damaged property shall be reconstructed or repaired unless it is determined that the Condominium shall be terminated because of damage to Units as set forth in Article 11.1(b) below.

b. Units.

(1) Minor Damage. If the damage is to Units and if less than fifty percent (50%) of the Units are found by the board of directors of the Association to be untenable, the damaged property shall be reconstructed or repaired.

(2) Major Damage. If the damage is to Units and if fifty percent (50%) or more of the Units are found by the board of directors of the Association to be untenable, then the damaged property will be reconstructed or repaired unless within sixty (60) days after the casualty, the holders of ninety percent (90%) of all of the votes of the Association agree in writing to not reconstruct or repair and to terminate the Condominium. Any election to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium Property must have the prior approval of the Mortgagees holding first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by Mortgagees are allocated.

c. Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its president and attested by its secretary as to whether or not the damaged property is to be reconstructed or repaired.

11.2. Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the damaged property as originally constituted

or, in lieu thereof, according to the plans and specifications approved by the board of directors of the Association. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original Condominium plans and specifications unless the approval of the Mortgagees holding first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such Mortgagees are allocated is obtained.

11.3. Estimates of Cost. Prior to rebuilding or repairing damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.4. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds from insurance for the payment of the costs of reconstruction and repair are insufficient, special assessments shall be made against all Owners in sufficient amounts to provide funds for the payment of such costs. Such special assessments shall be in proportion to the Owners' respective obligations for Common Expenses.

11.5. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association or the Insurance Trustee and funds collected by the Association through assessments against Owners, shall be disbursed in payment of such costs in the following manner:

a. Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that are the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee (if other than the Association). In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

b. Insurance Trustee. The proceeds of insurance collected on account of casualty and the sums deposited with the Insurance Trustee by the Association from collections of assessments against Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(1) Association - Minor Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the board of directors of the Association; provided however, that upon request by a Mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that are the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be applied by the Insurance Trustee to the payment of such costs and shall be paid to or for the account of the Association from time to time as the work progresses but not more frequently than once in any calendar month. The Insurance Trustee shall make payments upon the written request of the Association for withdrawal of insurance proceeds, accompanied by a certificate dated not more than fifteen (15) days prior to such request, signed by an officer of the Association and by an architect in charge of the work, who shall be selected by the Association, setting forth that the sum then requested either has been paid

by the Association or is justly due to contractors, subcontractors, materialmen, architects or other persons who have rendered services or furnished materials in connection with the work, giving a brief description of the services and materials and any amounts paid prior to the request, and stating that the sum requested does not exceed the value of the services and material described in the certificate; that, except for the amount stated in such certificate to be due as aforesaid, there is no outstanding indebtedness known to the person signing such certificate after due inquiry which might become the basis of a vendor's, mechanic's, materialmen's or similar lien upon such work against the Common Elements or any Unit; and that the cost as estimated by the person signing such certificate of the work remaining to be done subsequent to the date of such certificate does not exceed the amount of insurance proceeds or other funds remaining in the hands of the Insurance Trustee after the payment of the sum so requested.

(3) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund; except, however, that only those portions of distribution to the beneficial owners in excess of assessments paid by an Owner to the construction fund shall be made payable to any Mortgagee.

(4) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its president and secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a Mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the Mortgagee as a payee of any distribution of insurance proceeds to an Owner; and further provided, that when the Association or a Mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to disbursements in payment of costs of reconstruction and repair.

11.6. Eminent Domain. The Association is hereby empowered to defend and/or settle any action or threatened action with respect to the taking in condemnation of any portion of the Common Elements or any Unit or portion of any Unit. Upon obtaining knowledge of such action or threatened action, the Association shall notify all affected Mortgagees of record of same.

a. Common Elements. Any award or settlement made as a result of such a taking of all or a portion of the Common Elements shall be made payable to the Association. Any such award or settlement shall be held in trust by the Association for the benefit of the Owners and Mortgagees holding a first mortgage as their interests may appear. In the event any repair or restoration of the Common Elements is necessary in the opinion of a majority of the board of directors of the Association on account of such taking, or in the event a majority of the voting interests at a duly called and constituted meeting of the Association promptly approve such restoration or repair, the board of directors shall arrange for same and shall disburse such of the proceeds of such award or settlement as shall reasonably be necessary to effect such restoration or repair to the contractors engaged for such purpose in appropriate progress payments. The balance of such proceeds, or all of such proceeds if no determination to repair or restore is made, shall be disbursed by the Association in the same manner as insurance proceeds under Section 10.6 above where there is no repair or restoration of the damage.



b. Units. Any award or settlement for the taking in condemnation of a Unit shall be made payable to the Association for the benefit of the Owners thereof. In the event any repair or restoration of the Unit is necessary in the event a majority of the voting interests appurtenant to that Unit at a duly called and constituted meeting of the Association promptly approve such restoration or repair, the board of directors shall arrange for same and shall disburse such of the proceeds of such award or settlement as shall reasonably be necessary to effect such restoration or repair to the contractors engaged for such purpose in appropriate progress payments. The balance of such proceeds, or all of such proceeds if no determination to repair or restore is made, shall be disbursed by the Association as to the Owners of that Unit in the same manner as insurance proceeds under Section 10.6 above. If a temporary taking in condemnation of use (but not title) of a Unit occurs, the entire award or settlement for such temporary taking shall be paid to the Association for the benefit of the Owners of such Unit.

11.7. Notice to Mortgagees. Any Mortgagee, upon written request to the Association (such request to state the name and address of such Mortgagee and the Unit number at issue), will be entitled to timely written notice of any condemnation loss or any casualty loss which affects a material portion of the Condominium or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such Mortgagee.

11.8. Consent Required for Reallocation of Interests in Common Elements. No reallocation of interests in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium may be effected without the approval of the Mortgagees holding first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such Mortgagees are allocated.

## ARTICLE XII

### USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists:

12.1. Subdivision of Units. No Unit may be divided or subdivided into a smaller Unit.

12.2. Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the personal use of the Owners, their guests and lessees and other authorized occupants of Units.

12.3. Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to Owners or which interferes with the peaceful possession and proper use of the Condominium Property by the Owners. All parts of the Condominium shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist. No Owner shall permit any use of a Unit or make or permit any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

12.4. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5. Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements or Units except that the right is specifically reserved to the Developer (and entities affiliated with the Developer or employed by the Developer to market the Units), in its sole discretion, to place and maintain "For Sale" or "For Rent" signs on the Condominium Property.

12.6. Condominium Rules and Regulations. Reasonable rules and regulations concerning the use of Condominium Property may be promulgated and amended from time to time by the board of directors of the Association in the manner provided by its Articles of Incorporation and Bylaws. A copy of the present Condominium Rules and Regulations is attached hereto as Exhibit "D".

12.7. Developer's Use. The Developer, its agents or an entity affiliated with the Developer may make such use of the Common Elements and the Units as may facilitate the sale or rental of Units, including, but not limited to, showing of the property and the display of signs and other promotional devices.

12.8. Antennas. No antennas of any type designed to serve a Unit shall be allowed on the Common Elements or Limited Common Elements except as may be provided by the Association to serve as a master antenna for the benefit and use of the Condominium. No electrical or other equipment may be operated on the Condominium Property which interferes with television signal reception.

12.9. Parking. Each unit has appurtenant to it an enclosed garage and one (1) additional assigned parking space. Reasonable rules and regulations concerning the parking may be promulgated and amended from time to time by the board of directors of the Association in the manner provided by its Articles of Incorporation and Bylaws. A copy of the present Condominium Rules and Regulations is attached hereto as Exhibit "D."

### ARTICLE XIII

#### ALIENABILITY OF UNITS

13.1. No Alienability Restrictions. The right of an Owner to sell, transfer, assign or hypothecate his Unit shall not be subject to the approval of the Association. Accordingly, a proper transfer or conveyance of such Unit shall not require the written approval of the Association.

13.2. Leasing and Rental Restrictions. Owners may lease or rent their Units in whole or in part for non-transient occupancy and no approval by the Association shall be necessary therefor. However, all lessees, as well as guests of Owners, shall be required to abide by the terms and conditions of this Declaration, as well as all Rules and Regulations adopted by the board of directors of the Association from time to time. Owners are prohibited from leasing Units or portions thereof for an initial term of less than one hundred twenty (120) days.

### ARTICLE XIV

#### COMPLIANCE AND DEFAULT

14.1. Compliance and Default. Each Owner shall be governed by and shall comply with the terms of the Condominium Documents and the Condominium Rules and Regulations adopted pursuant to those documents and as they may be amended from time to time. Failure of an Owner to comply with the provisions of such documents and regulations shall entitle the



Association or other Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, an action for injunctive relief or an action for declaratory judgment. Failure of the Association to comply with the provisions of the Condominium Documents and the Condominium Rules and Regulations adopted pursuant to those documents and as they may be amended from time to time shall entitle the Owners to pursue any and all legal and equitable remedies for the enforcement of such provisions, including, but not limited to, an action for damages, an action for injunctive relief or an action for declaratory judgment. All provisions of this Declaration shall be enforceable equitable servitudes and shall run with the land and shall be effective until the Condominium is terminated.

14.2. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an Owner or the Association to comply with the terms of the Condominium Documents or the Condominium Rules and Regulations adopted pursuant to them as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and recover such reasonable attorneys' and paralegals' fees as may be awarded by the Court, including all appeals and all proceedings in bankruptcy.

14.3. No Waiver of Rights. The failure of the Association or any Owner to enforce any covenant, restriction or other provision of Chapter 718, the Condominium Documents or the Condominium Rules and Regulations shall not constitute a waiver of the right to do so thereafter.

14.4. Injunctive Relief. The Association may seek an injunction from a court of equity to compel or prohibit compliance or violation of the Condominium Documents regardless of whether an adequate remedy at law exists.

14.5. Governing Law; Waiver of Jury Trial; Venue of Actions. This Declaration shall be governed by, and shall be construed in accordance with, the laws of the State of Florida, as the same may exist on the date of recording hereof. The Association, an Owner or Owners, the Developer, the Management Company and any other party claiming rights or obligations by, through or under this Declaration, or two or more of the foregoing, each hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the others concerning the interpretation, construction, validity, enforcement or performance of this Declaration or any other agreement or instrument executed in connection with this Declaration. In the event any such suit or legal action is commenced by any party, the other parties hereby agree, consent and submit to the personal jurisdiction of the circuit court for the county in which the Condominium is situated, with respect to such suit or legal action, and each party also hereby consents and submits to and agrees that venue in any such suit or legal action is proper in said court and county, and each party hereby waives any and all personal rights under applicable law or in equity to object to the jurisdiction and venue in said court and county. Such jurisdiction and venue shall be exclusive of any other jurisdiction and venue.

## **ARTICLE XV**

### **AMENDMENTS**

15.1. By Owners. Except as otherwise provided herein, this Declaration may be amended in the following manner:

a. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered.

b. Resolution. A resolution for the adoption of a proposed amendment shall be included in the notice of any meeting of the Association at which a proposed amendment is to be considered.

c. Adoption. A resolution amending the Declaration shall be adopted in the following manner:

(1) Board of Directors. Until the first election of a majority of the directors of the Association by Owners other than the Developer, proposal of any amendment and approval thereof shall require only the affirmative action of two-thirds (2/3) of the entire membership of the board of directors of the Association, and no meeting of the Owners nor any approval thereof need be had. However, no amendment may, unless specifically approved as provided in Section 15.1(c)(2) or below:

(a) change the configuration, boundaries or size of any Unit in any material fashion;

(b) materially alter or modify the appurtenances to the Unit, including voting rights, rights to use Common Elements or Limited Common Elements, interests in Common Elements or Limited Common Elements or the leasing of Units;

(c) materially amend any provision regulating assessments, assessment liens or subordination of liens;

(d) materially amend any provision regarding reserves for maintenance, repair and replacement of the Common Elements;

(e) materially amend any provision regarding insurance or fidelity bonds;

(f) materially amend any provision regarding the responsibility for maintenance and repair of the Condominium;

(g) materially amend any provision regarding expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

(h) impose any right of first refusal or similar restriction on the right of an Owner to sell, transfer or otherwise convey a Unit;

(i) establishes self-management by the Association where professional management has been required by any Mortgagee;

(j) which address the convertibility of Units into Common Elements or Common Elements into Units;

(k) which changes the proportion or percentage by which an Owner shares the Common Expenses and owns the Common Surplus; or

(l) which permit timeshare estates to be created in any unit of the Condominium.

(2) Board of Directors and Owners. In addition to the procedure set forth above and after the first election of a majority of the directors of the Association by

Owners other than the Developer, a resolution for the adoption of a proposed amendment may be proposed by the board of directors of the Association or by the Owners. Owners may propose such an amendment by instrument in writing directed to the president or secretary of the board signed by not less than holders of thirty-three percent (33%) of all of the votes of the Association. Amendments may be proposed by the board of directors by action of a majority of the board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the president or, in the event of his refusal or failure to act, the board of directors, shall call a meeting of the Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Owners not present at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the secretary at or prior to the meeting. Except as provided herein, such approvals must be by:

(a) not less than fifty-one percent (51%) of the entire membership of the board of directors and not less than fifty-one percent (51%) of the votes of the Association; or

(b) an agreement signed and acknowledged by not less than 80% of the Owners in the manner required for the execution of a deed; and

Any amendment listed under Section 15.1 (c)(1) requires the consent of those Mortgagees providing notice to the Association under Section 15.3 below. Any amendment which would adversely affect Mortgagees must have the prior written consent of Mortgagees holding a first mortgage on Units to which at least fifty-one percent (51%) of the votes of the Association pertain, which consent may not be unreasonably withheld, and the prior written consent of Owners representing not less than sixty-seven percent (67%) of all the votes of the Association.

d. Execution and Recording. Each amendment shall be attached to or shall contain a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the president of the Association and attested by the secretary with the formalities of a deed, and said amendment shall be effective upon recordation of the amendment and certificate in the Public Records of Alachua County, Florida.

15.2. By the Developer. The Developer reserves the right at any time, so long as it owns any of the Units in the Condominium, to unilaterally amend this Declaration as it may deem appropriate, in its sole discretion, to carry out the purposes of the project, or as may be required by any lending institution, FHA, VA, FHLMC, FNMA, title insurance company or public body or as may be necessary to conform the same to the requirements of law or to facilitate the operation and management of the Condominium or the sale of Units in an FHA/VA approved condominium. Any amendments to this Declaration which may be unilaterally made by the Developer shall become effective upon the recording in the Public Records of Alachua County, Florida, of an instrument executed solely by the Developer, setting forth the text of such amendment in full, together with the appropriate recording data of this Declaration.

No amendment to this Declaration unilaterally made by the Developer shall be permitted if such amendment would: (i) change the configuration, boundaries or size of any Unit in any material fashion; (ii) materially alter or modify the appurtenances to any Unit, including voting rights, rights to use Common Elements, interests in the Common Elements or Limited Common Elements or the leasing of Units; (iii) which materially changes the proportion or percentage by which the Owners share the Common Expenses and own the Common Surplus; (iv) which materially amends any provision contained within this Declaration, the Association Articles or Bylaws regulating assessments, assessment liens or the subordination of liens, reserves for maintenance, repair or replacement of Common Elements; (v) which materially modifies the

responsibility for maintenance and repair of the Condominium Property; (vi) which materially modifies the provisions regarding expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium; (vii) which addresses the convertibility of Units into Common Elements or Common Elements into Units; (viii) which imposes any right of first refusal or similar restrictions on the right to transfer or otherwise convey a Unit; (ix) which establishes self-management by the Association where professional management has been required by any Mortgagee; or (x) which materially amends any provision in this Declaration regarding insurance or fidelity bonds.

15.3. Notice to Mortgagees. Any Mortgagee, upon written request to the Association (such request to state the name and address of such Mortgagee and the Unit number at issue), will be entitled to timely written notice of any proposed amendment to this Declaration affecting a change in the boundaries of any Unit or the exclusive easement rights appertaining thereto, the interest in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining thereto, the number of votes in the Association appertaining to any Unit or the purposes to which any Unit or the Common Elements are restricted.

## ARTICLE XVI

### TERMINATION

The Condominium may be terminated in the following manners, in addition to the manner provided by Chapter 718:

16.1. Agreement. The Condominium may be terminated at any time upon prior notification to the Division by the approval in writing of not less than 90% of all Owners and all Mortgagees of record. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting.

16.2. Termination Through Condemnation. The Condominium shall only be terminated by virtue of a condemnation action if all Condominium Property is taken in condemnation. If less than all of the Condominium Property is taken in condemnation, the Condominium shall continue as to those portions of the Condominium Property not so taken.

16.3. Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its president and secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of Alachua County, Florida.

16.4. Shares of Owners after Termination. After termination of the Condominium, each Owner shall own an undivided share of the Condominium Property and all assets of the Association as a tenant in common in accordance with Exhibit "D".

16.5. Notice to Mortgagees. Any Mortgagee, upon written request to the Association (such request to state the name and address of such Mortgagee and the Unit number at issue), will be entitled to timely written notice of any proposed termination of the Condominium.

**ARTICLE XVII****VOTING RIGHTS**

Association Membership and Voting. Each Unit shall have one (1) vote in the Association. Where a Unit is owned by more than one owner, the co-tenants of the Unit shall file a voting certificate with the Association, in accordance with the Articles and Bylaws of the Association, setting forth which co-tenant is designated to cast the vote for that Unit.

**ARTICLE XVIII****MERGER**

This Declaration, the Association and the Common Elements of the Condominium described herein may be merged with the declaration of condominium, condominium association and common elements of another independent and separate condominium to form a single condominium upon prior notification to the Division and with the consent of sixty-six and two-thirds percent (66 2/3%) of the total number of voting interests and with the approval of all of the record owners of liens on the Units. In the event such consent and approval is obtained, a new or amended declaration of condominium, articles of incorporation and bylaws of the Association shall be recorded and shall contain such provisions as are necessary to amend and modify the appurtenances to the Units and percentages by which the Owners of Units share the Common Expenses and own the Common Surplus and Common Elements in order to create a consolidated single condominium.

**ARTICLE XIX****SEVERABILITY**

The invalidity in whole or in part of any covenant or restriction, or any article, section, subsection, sentence, clause, phrase or word, or other provision of the Condominium Documents and the Condominium Rules and Regulations shall not affect the validity of the remaining portions.

**ARTICLE XX****DEVELOPMENT DESCRIPTION**

20.1. Description. The Condominium consists of two (2) - three (3) story buildings containing a total of twenty-six (26) residential units with twenty-six (26) parking spaces and twenty-six garages, and other appurtenant improvements as hereinafter described.

South Building: The first floor of the South Building contains the following Unit Numbers and [Types]: 102[B], 103[C], and 104[D]. The second floor of the South Building contains the following Unit Numbers and [Types]: 201[A], 202[B], 203[C], 204[B], and 205[A]. The third floor of the South Building contains the following Unit Numbers and [Types]: 301[A], 302[B], 303[C], 304[B], and 305[A].

North Building: The first floor of the North Building contains the following Unit Numbers and [Types]: 107[D], 108[C], and 109[B]. The second floor of the North Building contains the following Unit Numbers and [Types]: 206[A], 207[B], 208[C], 209[B], and 210[A]. The third floor



of the North Building contains the following Unit Numbers and [Types]: 306[A], 307[B], 308[C], 309[B], and 310[A].

Units A, B, and C are 3-bedroom, 2 bath units, each having minimum square footage of 1391 and maximum square footage of 1509 conditioned space, a porch with a minimum square footage of 80 and maximum square footage of 126 and a detached single garage with a minimum square footage of 242 and a maximum square footage of 305. Unit D is a 1-bedroom, 1 ½ bath unit having minimum and maximum square footage of 950 conditioned space, a porch with a minimum and maximum square footage of 80 and an attached single garage with a minimum and a maximum square footage of 242. Square footages for each unit, porch, and garage are as indicated on the attached Building square footage detail.

The total building area under roof, including the total floor area of each unit, plus the stairs, corridor and elevator areas for each building is 27,908 square feet [total 55,816 square feet] as can be seen on Sheets A-3 through A-8 of the Building Plans. The graphic description of each unit is shown on Sheet A-10 of the architectural documents.

The Estimated Date of Completion of the Condominium is November 1, 2006.

Time-share estates will not be created with respect to units in the Condominium.

20.2. Ownership of Common Elements and Common Surplus and Share of Common Expenses. Each unit owner shall own that certain percentage of the Common Elements and Common Surplus and the share of Common Expenses attributable to each Unit as set forth in Article 6.1 herein.

20.3. Parking Spaces. The parking spaces located within the Condominium are described in the attached Exhibit "A."

20.4. Minimum and Maximum Numbers and General Size of Units; Reservation of Right to Change Unit Size. The minimum and maximum number of Units and the approximate square footage of each type of Unit is set forth in the chart and paragraphs above. Pursuant to Chapter 718, the Developer reserves the right to change the size and type of Units and the mix of Unit types within the buildings at its sole discretion and without notice to Owners.

20.5. HUD/FNMA/VA Approval. HUD, FNMA and VA approval shall be obtained prior to the inclusion of any additional phases into the Condominium, provided, however, HUD, FNMA or VA approval will not be withheld if the phase(s) to be added substantially conform to the Phase Development plan set forth in this Declaration.

## ARTICLE XXI

### HAILE VILLAGE CENTER

Each Unit Owner is required to also be a member of the Haile Village Center Owners Association, Inc. And will be subject to the terms and conditions of the Haile Village Center Declaration of Covenants, Conditions and Restrictions, which are dated February 13, 1993 and recorded in Official Records Book 1986, page 1326 of the Public Records of Alachua County, Florida, as same may have been amended from time to time.





**ARTICLE XXII**

**ST. JOHNS RIVER WATER MANAGEMENT DISTRICT**

The rules of the St. Johns River Water Management District require the following provisions to be included in this Declaration of Condominium:

22.1. Property Description. Property encompassed by the permit granted by the St. Johns River Water Management District (where the surface water management system will be located) is included in the legal description of the subject site on Page 2 of Exhibit" A" attached hereto and made a part hereof.

22.2. Definitions. "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

22.3. Duties of Association. The Association shall be responsible for the maintenance, operation and repair of the surface water or stormwater management system. Maintenance of the surface water or stormwater management system( s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the St. Johns River Water Management District. Any repair or reconstruction of the surface water or stormwater management system shall be as permitted or, if modified, as approved by the St. Johns River Water Management District.

22.4. Covenant for Maintenance Assessments for Association Assessments shall also be used for the maintenance and repair of the surface water or stormwater management systems including, but not limited to, work within retention areas, drainage structures and drainage easements.

22.5. Easement for Access and Drainage. The Association shall have a perpetual non- exclusive easement over all areas of the surface water or stormwater management system for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the common elements which is a part of the surface water or stormwater management system, at a reasonable time and in a reasonable manner, to operate, maintain or repair the surface water or stormwater management system as required by the St. Johns River Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire surface water or stormwater management system. No person shall alter the drainage flow of the surface water or stormwater management system, including buffer areas or sales, without prior written approval of the St. Johns River Water Management District.

22.6. Amendment. Any amendment to the Declaration of Condominium which alter any provision relating to the surface water or stormwater management system, beyond maintenance in its original condition, including the water management portions of the common elements must have the prior approval of the St. Johns River Water Management District.

22.7. Enforcement. The St. Johns River Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Declaration of Condominium which relate to the maintenance, operation and repair of the surface water or stormwater management system.

22.8. **Swale Maintenance.** The Developer may have constructed a Drainage Swale upon the common elements for the purpose of managing and containing the flow of excess surface water, if any, found upon such common elements from time to time. If constructed, the Association shall be responsible for the maintenance, operation and repair of the sales on the common elements. Maintenance, operation and repair shall mean the exercise of practices, such as mowing and erosion repair, which allow the sales to provide drainage, water storage, conveyance or other stormwater management capabilities as permitted by the St. Johns River Water Management District. Filling, excavation, construction of fences or otherwise obstructing the surface water flow in the sales is prohibited. No alteration of the Drainage Swale shall be authorized and any damage to any Drainage Swale, whether caused by natural or human-induced phenomena, shall be repaired and the Drainage Swale returned to its former condition as soon as possible by the Association.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 26 day of October, 2006.

Witnesses:

Jeri-Sue Moffitt  
Jeri-Sue Moffitt

Printed Name

Glenda J Hayden  
Glenda J Hayden

Printed Name

Southbrooke Properties, LLC,  
a Florida limited liability company

By: Bel-Aire Development Group, Inc.  
a Florida corporation, its managing member

By: J. Alpert  
Jay Alpert, Vice President

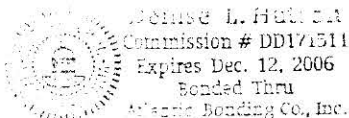
STATE OF FLORIDA }  
COUNTY OF ALACHUA } ss.

BEFORE ME, the undersigned authority authorized to take acknowledgments in the state and county aforesaid, appeared Jay Alpert, Vice President of Bel-Aire Development Group, Inc., a Florida corporation, the Managing Member of Southbrooke Properties, LLC, a Florida limited liability company, and he acknowledged that he executed the foregoing instrument on behalf of the limited liability company pursuant to due authority therefrom. He is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

WITNESS my hand and seal this 26 day of October, 2006.

(NOTARY SEAL)

Denise Lowmy Hutson  
(Notary Signature)  
Denise Lowmy Hutson  
(Notary Name Printed)  
NOTARY PUBLIC  
Commission No. \_\_\_\_\_



INSTRUMENT # 2288379  
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**EXHIBIT "A"**

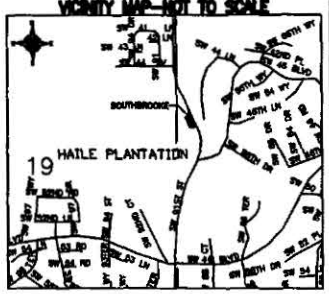
**LEGAL DESCRIPTION/SURVEY/SITE PLAN/FLOOR PLANS  
FOR  
SOUTHBROOKE, A CONDOMINIUM**

(HAILE VILLAGE CENTER, PARCEL "A")  
A PORTION OF SECTION 20, TOWNSHIP 10 SOUTH, RANGE 19 EAST,  
ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS  
FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF HAILE PLANTATION  
UNIT 24, A PLANNED UNIT DEVELOPMENT AS PER PLAT THEREOF RECORDED  
IN PLAT BOOK "P", PAGES 87 OF THE PUBLIC RECORDS OF ALACHUA  
COUNTY, FLORIDA AND RUN THENCE NORTH 25°17'13" EAST, PEPENDICULAR  
TO THE CENTERLINE OF S.W. 51ST ROAD (80' R/W) AS SHOWN ON SAID  
PLAT, A DISTANCE OF 40.00 FEET TO SAID CENTERLINE; THENCE NORTH  
61°42'27" WEST, ALONG SAID CENTERLINE, 90.00 FEET TO THE  
CENTERLINE OF S.W. 91ST STREET (100' R/W) AS SHOWN ON SAID PLAT;  
THENCE NORTH 79°24'36" WEST, 52.49 FEET TO THE WEST RIGHT OF WAY  
LINE OF SAID S.W. 91ST STREET; THENCE NORTH 28°17'33" EAST, ALONG  
SAID WEST RIGHT OF WAY LINE, 85.51 FEET TO THE BEGINNING OF A  
CURVE CONCAVE WESTERLY AND HAVING A RADIUS OF 1000.00 FEET;  
THENCE NORTHERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID  
RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 62°00'00", AN ARC  
DISTANCE OF 1082.10 FEET TO THE END OF SAID CURVE, SAID ARC BEING  
SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH  
02°42'27" WEST, 1030.07 FEET; THENCE NORTH 33°42'27" WEST, ALONG  
SAID WEST RIGHT OF WAY LINE, 205.48 FEET TO THE NORTHERMOST  
CORNER OF HAILE PLANTATION UNIT 29, A PLANNED UNIT DEVELOPMENT AS  
PER PLAT THEREOF RECORDED IN PLAT BOOK "S", PAGES 8 AND 9 OF THE  
PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA AND THE POINT OF  
BEGINNING; THENCE CONTINUE NORTH 33°42'27" WEST, ALONG SAID RIGHT  
OF WAY LINE, 353.45 FEET TO THE BEGINNING OF A CURVE CONCAVE  
NORTHEASTERLY AND HAVING A RADIUS OF 1029.62 FEET; THENCE  
NORTHWESTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID WEST  
RIGHT OF WAY LINE, 23.24 FEET TO THE NORTHERLY BOUNDARY OF A 30  
FEET WIDE SANITARY SEWER TRUNK LINE EASEMENT AS DESCRIBED IN  
OFFICIAL RECORDS BOOK 1878 PAGES 232, EXHIBIT "C" OF SAID PUBLIC  
RECORDS, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND  
DISTANCE OF NORTH 33°03'40" WEST, 23.24 FEET, THENCE SOUTH  
32°07'40" WEST, ALONG SAID NORTHERLY BOUNDARY, 173.50 FEET TO A  
NORTHERLY EXTENSION OF THE EAST RIGHT OF WAY LINE OF S.W. 91ST  
DRIVE AS PLATTED AT THE NORTH END OF SAID HAILE PLANTATION, UNIT  
29; THENCE SOUTH 32°38'59" EAST, ALONG SAID EXTENSION AND ALONG  
SAID EAST RIGHT OF WAY LINE, 278.01 FEET; THENCE NORTH 90°00'00"  
EAST, ALONG THE NORTHERN BOUNDARY OF SAID HAILE PLANTATION, UNIT  
29, A DISTANCE OF 95.61 FEET; THENCE NORTH 55°56'40" EAST; ALONG  
SAID NORTHERN BOUNDARY, 58.79 FEET TO THE BEGINNING OF A CURVE  
CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE  
NORTHEASTERLY, ALONG THE ARC OF SAID CURVE AND ALONG SAID  
NORTHERN BOUNDARY, THROUGH A CENTRAL ANGLE OF 89°39'07" AN ARC  
DISTANCE OF 39.12 FEET, TO THE POINT OF BEGINNING, SAID ARC BEING  
SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH  
11°07'07" EAST, 35.25 FEET.

# SOUTHBROOKE, A CONDOMINIUM

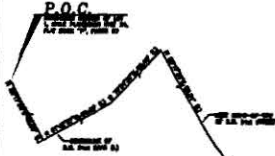
IN SECTION 20, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA  
BOUNDARY SURVEY



**LEGAL DESCRIPTION**  
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**PLANNING**  
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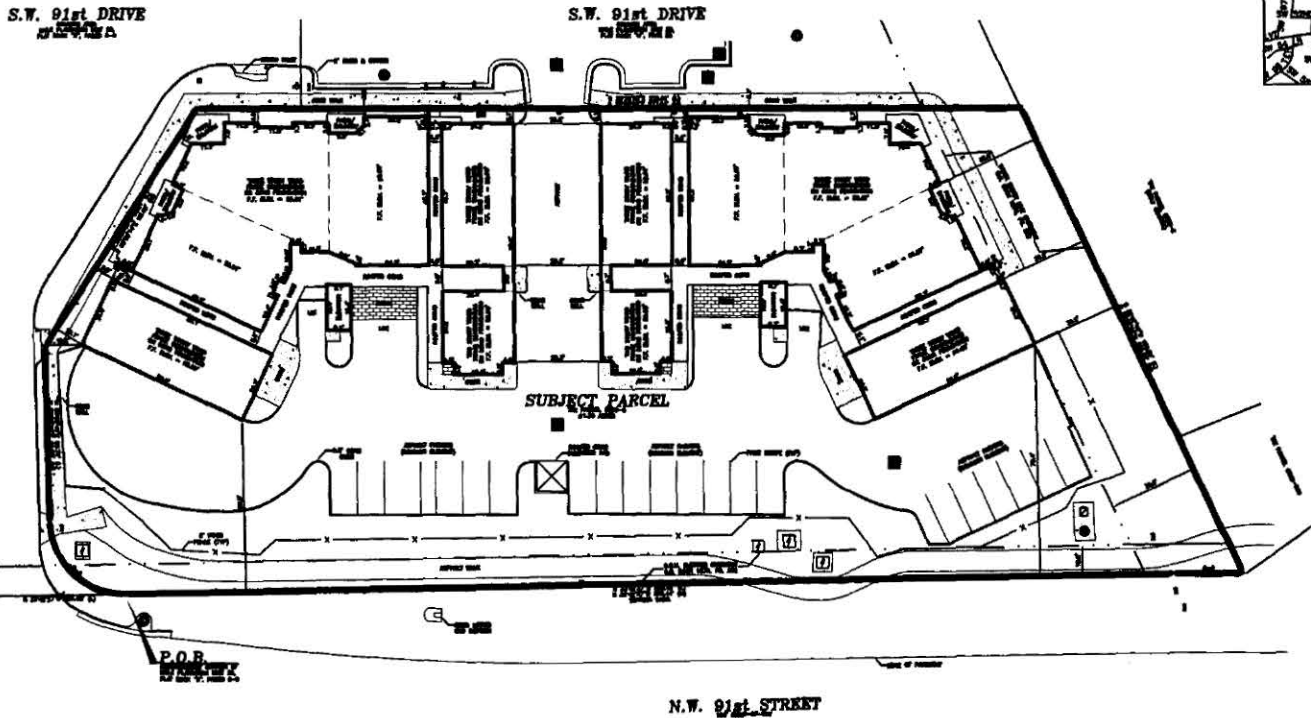
**RECORDS**  
[Illegible text]



**NOTES**  
[Illegible text]

**REMARKS**  
[Illegible text]

**ADDITIONAL NOTES**  
[Illegible text]



- Legend for symbols used in the plan, including various line styles and markers.

[Illegible text block, likely a list of notes or specifications.]

[Illegible text block, likely a list of notes or specifications.]

SHEET 1 OF 6

Professional seal and signature area for the surveyor, including the name and title.



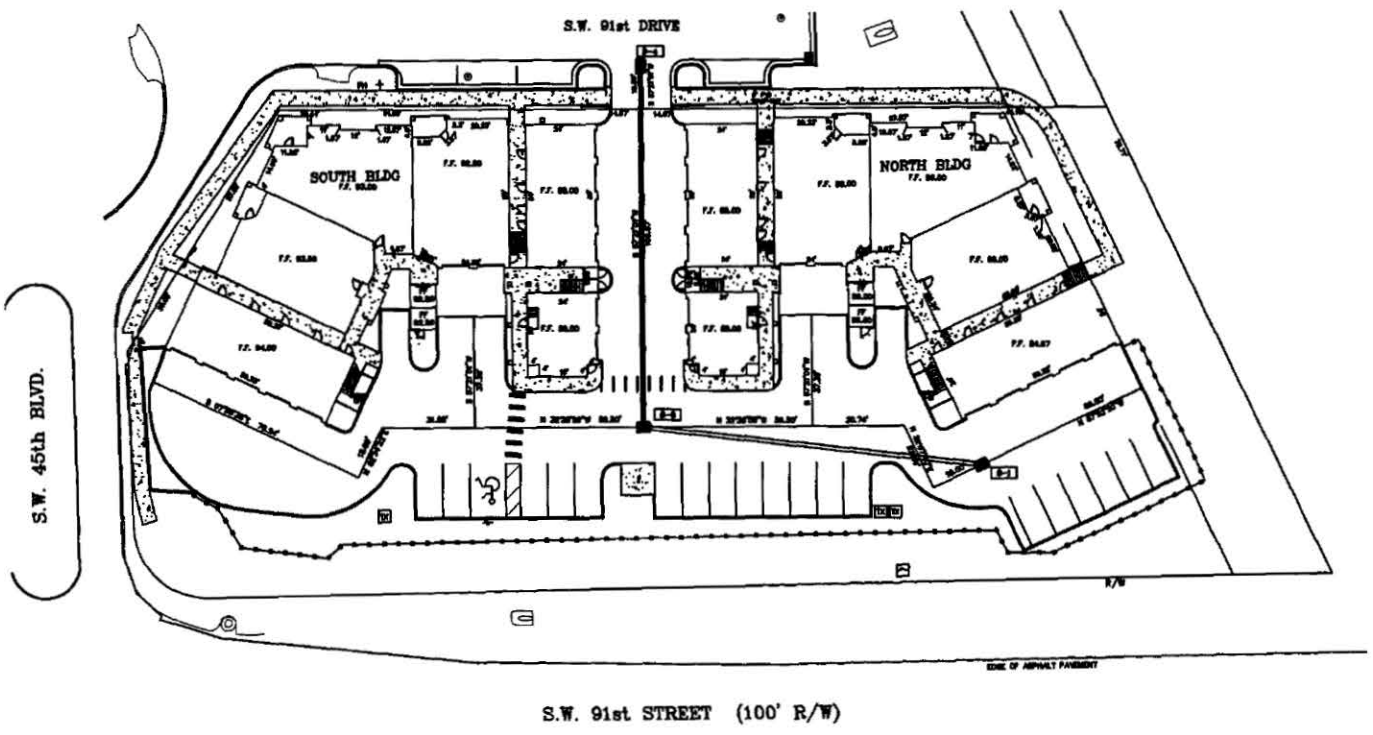


**CONDOMINIUM ACT**  
 CHAPTER 718, F.S.  
 SECTION 718.105  
 SECTION 718.106  
 SECTION 718.107  
 SECTION 718.108  
 SECTION 718.109  
 SECTION 718.110  
 SECTION 718.111  
 SECTION 718.112  
 SECTION 718.113  
 SECTION 718.114  
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 SECTION 718.148  
 SECTION 718.149  
 SECTION 718.150



# SOUTHBROOKE, A CONDOMINIUM

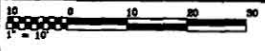
IN SECTION 20, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA  
 PLOT PLAN



**SHEET 2 OF 6**

<b>PREPARED BY</b>	
J. M. ...	
<b>DATE</b>	
...	
<b>SCALE</b>	
...	
<b>PROJECT NO.</b>	
...	
<b>DATE OF PREPARATION</b>	
...	

INSTRUMENT # 2288379  
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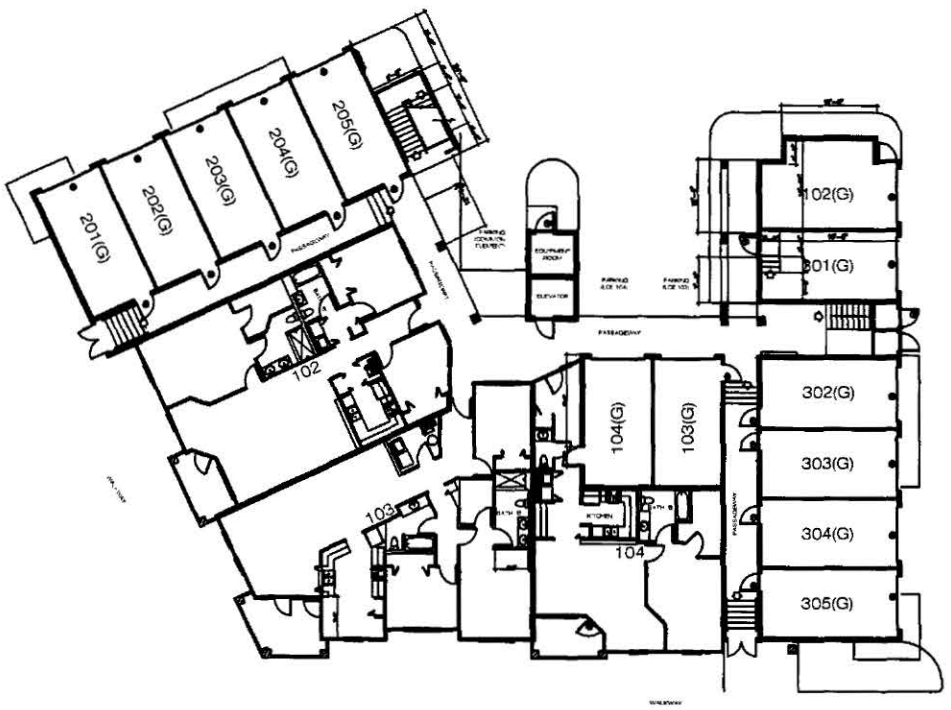
# SOUTHBROOKE, A CONDOMINIUM

IN SECTION 20, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA  
FIRST FLOOR PLAN

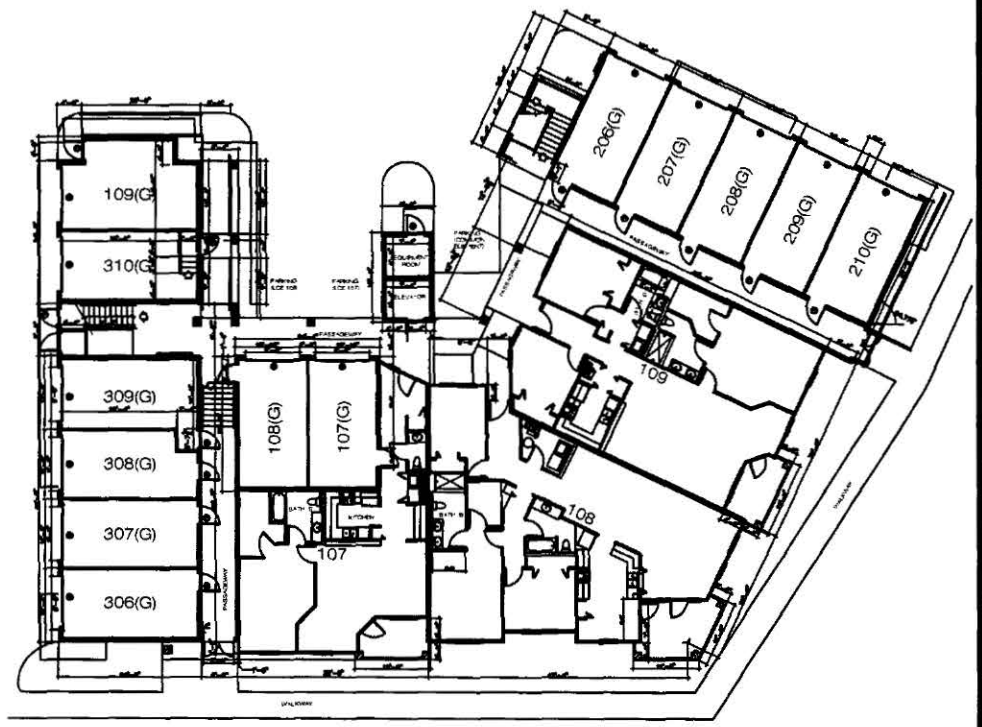
CONDOMINIUM BOOK 9, PAGE 0



**NORTH BUILDING**



**SOUTH BUILDING**



**SHEET 3 OF 6**

<b>REGISTERED ARCHITECT &amp; ENGINEER</b>	
<small>FOR ALL THE STATES AND TERRITORIES, U.S.A.</small>	
<small>EXPIRES 12/31/2010</small>	<small>NO. 00000000</small>
<small>1/1/2010</small>	<small>1/1/2010</small>
<small>1/1/2010</small>	<small>1/1/2010</small>
<small>1/1/2010</small>	<small>1/1/2010</small>
<small>1/1/2010</small>	<small>1/1/2010</small>
<small>1/1/2010</small>	<small>1/1/2010</small>
<small>1/1/2010</small>	<small>1/1/2010</small>
<small>1/1/2010</small>	<small>1/1/2010</small>

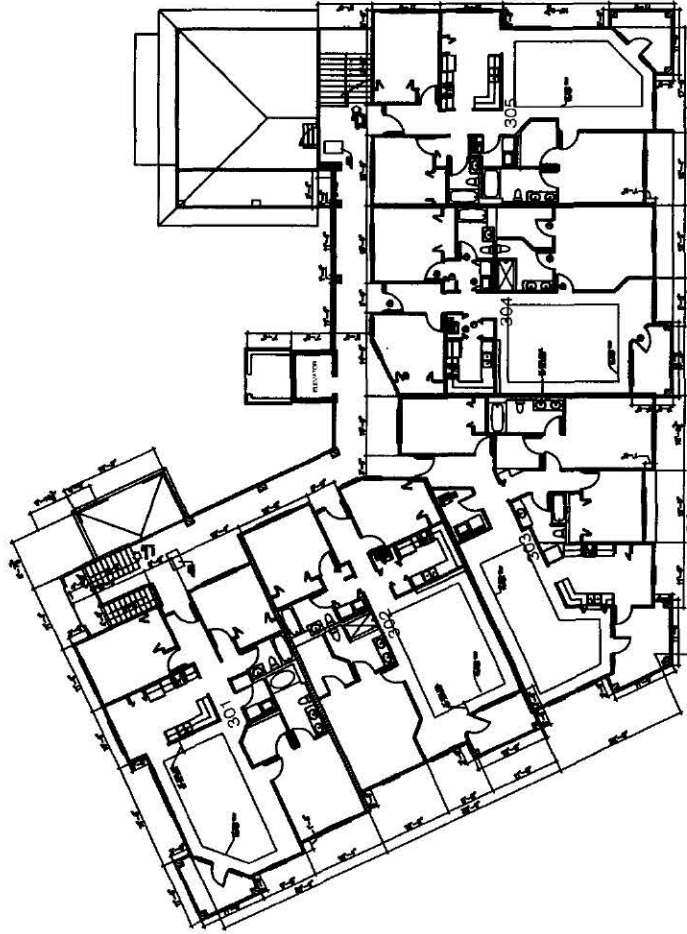
INSTRUMENT # 2288379  
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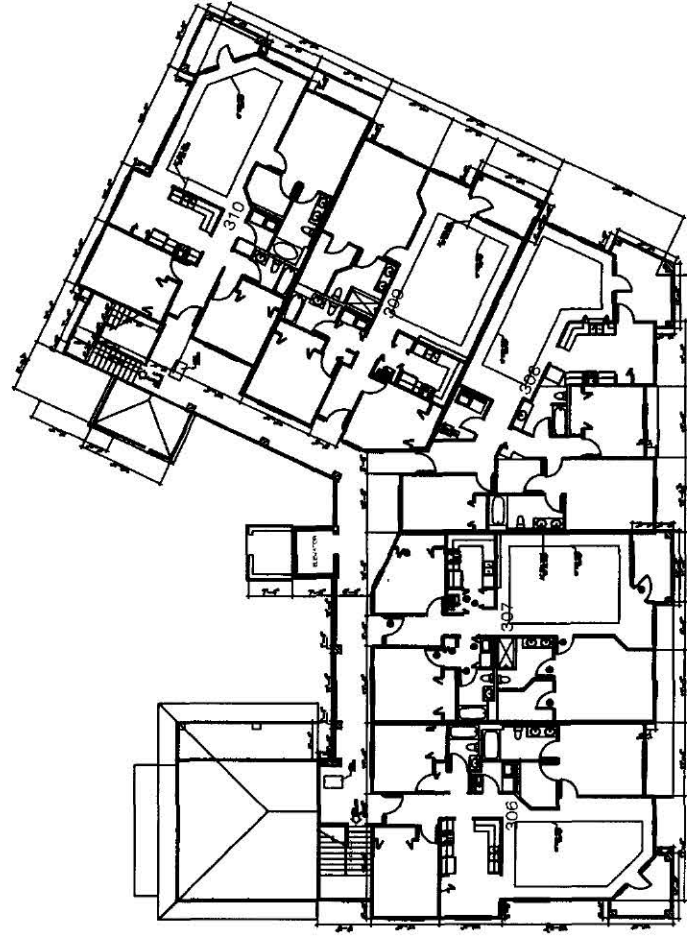
**SOUTHBROOKS, A CONDOMINIUM**  
IN SECTION 20, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA  
THIRD FLOOR PLAN



NORTH BUILDING



SOUTH BUILDING



SHEET 5 OF 6

JENNIFER ANDERSON & ASSOCIATES, P.A. 1000 N. W. 10TH AVENUE, SUITE 1000 MIAMI, FL 33136 TEL: 305-571-1111 FAX: 305-571-1112 WWW.JA&A.COM	
PROJECT NO. 03-001 SHEET NO. 5 OF 6	DATE: 03/10/03 DRAWN BY: J.A.
CHECKED BY: J.A.	APPROVED BY: J.A.

INSTRUMENT # 2288379  
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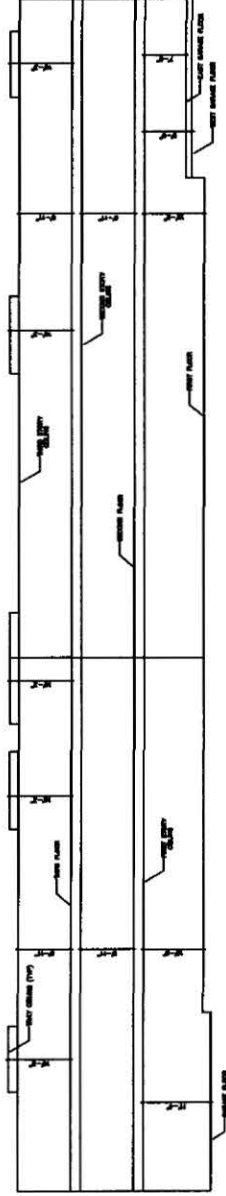


**SOUTHBROOKS, A CONDOMINIUM**  
 IN SECTION 20, TOWNSHIP 10 SOUTH, RANGE 19 EAST, ALACHUA COUNTY, FLORIDA  
 ELEVATION PLAN

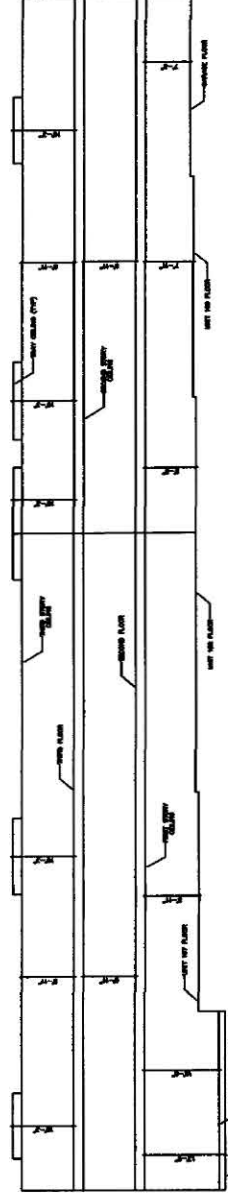


CONDOMINIUM BOOK 2, PAGE 3

NORTH BUILDING



SOUTH BUILDING



SHEET 6 OF 6

ARCHITECT: J. J. BROWN, JR. 1000 N. W. 10th St. Ft. Lauderdale, FL 33304	
DATE: 10/1/78	PROJECT: 1000 N. W. 10th St. CONDOMINIUM
DRAWN BY: J. J. BROWN, JR.	CHECKED BY: J. J. BROWN, JR.
ALL WORK SUBJECT TO APPROVAL BY THE BOARD OF DIRECTORS	PROJECT NO. 1000 N. W. 10th St.
SHEET NO. 6 OF 6	SCALE: AS SHOWN

INSTRUMENT # 2288379  
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**EXHIBIT "B"**

**ARTICLES OF INCORPORATION  
OF  
SOUTHBROOKE CONDOMINIUM ASSOCIATION, INC.,  
a Florida not for profit corporation**

THE UNDERSIGNED hereby associate themselves together for the purpose of forming a corporation not for profit under Chapter 718, Florida Statutes, and certify as follows:

**ARTICLE I  
Name**

The name of the corporation shall be Southbrooke Condominium Association, Inc. For convenience this corporation shall be referred to as the "Association".

**ARTICLE II  
Definitions and Purposes**

1. Unless otherwise defined herein, all capitalized terms shall have the meaning given such terms in the Declaration (as defined below).

2. The purposes for which the Association is organized is to manage, operate and maintain the condominium to be known as Southbrooke, a condominium, hereinafter referred to as the "condominium", in accordance with the Declaration of Condominium of Southbrooke, a condominium (hereinafter the "Declaration"). All terms used in these Articles of Incorporation shall have the same meaning as the identical terms utilized in the Declaration, unless the context otherwise requires.

3. The Association shall have no capital stock and shall make no distribution of income or profit to its members, directors or officers.

**ARTICLE III  
Powers**

1. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

2. The Association shall have all of the powers reasonably necessary to implement the purpose of the Association, including but not limited to the following:

a. To adopt a budget and make and collect assessments against members to defray the costs of the Condominium.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. To maintain, manage, repair, replace and operate the Condominium Property.

d. To reconstruct improvements after casualty and construct further improvements to the Condominium Property.

e. To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property.

f. To enforce by legal means the provisions of the various Condominium Documents, these Articles, the Bylaws of the Association and the Condominium Rules and Regulations.

g. Pursuant to the terms of the Declaration, to contract for the management of the Condominium and the delegate to such contractor all powers and duties of the Association except such as are specifically required by the various Condominium Documents and applicable law to have approval of the board of directors or the members of the Association.

h. To serve as the association for condominiums other than the Condominium if approved pursuant to Chapter 718, Florida Statutes, in which case the terms "Unit" and "Owners" as used in these Articles and the Bylaws shall refer to Units and Owners in any condominium operated by this Association.

3. All funds and the titles to all property acquired by the Association and the proceeds thereof shall be held only for the benefit of the members in accordance with the provisions of the Condominium Documents.

4. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration.

#### **ARTICLE IV** **Members**

The qualifications of members, the manner of their admission, and voting by members shall be as follows:

1. All Owners shall be members of this Association, and no other persons or entities shall be entitled to membership. Any Owner shall be entitled to one (1) vote for each Unit which he may own.

2. Changes in membership in the Association shall be established by the recording in the Public Records of the county in which the Condominium is situated, a Deed or other instrument establishing a change of record title to a Unit in the Condominium, and the delivery to the Association of a copy of such recorded instrument. The new Owner designated by such instrument shall thereby become a member of the Association. The membership of the prior Owner shall thereby terminate.

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

**ARTICLE V**  
**Directors**

1. The affairs of the Association will be managed by a board of directors of not less than three (3) nor more than seven (7) directors as shall be determined by the Bylaws, and in the absence of such determination shall consist of three (3) directors.

2. Directors of the Association shall be appointed or elected at the annual meeting of the members in the manner determined by the Bylaws.

3. The following persons shall serve as directors until their successors are elected or appointed as provided in the Bylaws:

<u>Name</u>	<u>Address</u>
Richard A. Dye	2300 Lee Road Winter Park, FL 32789
B. Michael Kalin	2300 Lee Road Winter Park, FL 32789
Jay B. Alpert	2300 Lee Road Winter Park, FL 32789

**ARTICLE VI**  
**Officers**

The affairs of the Association shall be administered by a president, a vice-president, a secretary, a treasurer, and as many assistant vice-presidents, assistant secretaries and assistant treasurers as the board of directors shall from time to time determine. Such officers shall be elected by the board of directors at its first meeting following each annual meeting of the members of the Association. Officers shall serve without compensation at the pleasure of the board of directors. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the offices of president and vice president shall not be held by the same person, nor shall the offices of president and secretary or assistant secretary or treasurer or assistant treasurer be held by the same person. The names and addresses of the officers who shall serve until their successors are designated by the board of directors are as follows:

President:	Richard A. Dye 2300 Lee Road Winter Park, FL 32789
Vice-President	B. Michael Kalin 2300 Lee Road Winter Park, FL 32789
Secretary/Treasurer:	Jay B. Alpert 2300 Lee Road Winter Park, FL 32789

**ARTICLE VII**  
**Indemnification**

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' and paralegals' 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 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 a settlement, the indemnification herein shall apply only when the board of directors has approved such settlement and when the board of directors has approved such settlement and reimbursement as being in the best interests of the Association. The foregoing indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**ARTICLE VIII**  
**Bylaws**

The Bylaws shall be adopted by the board of directors and may be altered, amended or rescinded by not less than two-thirds (2/3) of all the directors until the first election of a majority of directors by Owners other than the Developer. Thereafter, the Bylaws may be altered, amended or rescinded as provided therein.

**ARTICLE IX**  
**Amendments**

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

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. Until the first election of a majority of directors by members other than the Developer, proposal of an amendment and approval thereof shall require the affirmative action of two-thirds (2/3) of the entire membership of the board of directors, and no meeting of the members nor any approval thereof need be had.
3. After the first election of a majority of directors by members other than the Developer, a resolution approving a proposed amendment may be proposed by either the board of directors or by the members of the Association, and after being proposed and approved by one of such bodies, requires the approval of the other body. Except as otherwise provided herein, such approvals must be by not less than two-thirds (2/3) of all the directors and by not less than a two-thirds (2/3) vote of the members of the Association at a duly called meeting of the Association.
4. An amendment when adopted shall be effective when filed with the Secretary of State of the State of Florida and recorded in the Public Records of the county in which the Condominium is situated.
5. At any time prior to the first election of a majority of directors by members other than the Developer, these Articles of Incorporation may be amended by the Developer

without the approval of the board of directors or the membership of the Association as may be required by any governmental entity or institutional lender, the FHA, VA or as may be necessary to conform these Articles to any governmental statutes.

6. Any amendments to these Articles shall be in accord with the terms and provisions of the Declaration which sets forth additional voting and approval requirements with respect to certain types of amendments.

**ARTICLE X**  
**Term**

The term of the Association shall be the life of the Condominium. The Association shall be terminated by the termination of the Condominium in accordance with the Declaration.

**ARTICLE XI**  
**Special Meetings**

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 fifty percent (50%) of the members of the Association, unless otherwise provided by law.

**ARTICLE XII**  
**Incorporator**

The name and residence of the incorporator to these Articles of Incorporation is as follows:

<u>Name</u>	<u>Address</u>
Richard A. Dye	2300 Lee Road Winter Park, FL 32789

**ARTICLE XIII**  
**Registered Agent**

The association hereby appoints Denise Lowry Hutson, as its Registered Agent to accept service of process within this state, with the Registered Office located at 3940 NW 16<sup>th</sup> Boulevard, Building B, Gainesville, FL 32605.

**ARTICLE XIV**  
**Principal Office**

The address of the principal office of the Association is 2300 Lee Road, Winter Park, FL 32789.



**ARTICLE XV  
DISSOLUTION**

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the surface water or stormwater management system must be transferred to and accepted by an entity which would comply with Section 40C-42.027, Florida Administrative Code, and be approved by the St. Johns River Water Management District prior to such termination, dissolution or liquidation.

IN WITNESS WHEREOF, the incorporator has hereto affixed its signature this 18<sup>th</sup> day of July, 2006.

SOUTHBROOKE  
CONDOMINIUM ASSOCIATION, INC.  
a Florida corporation

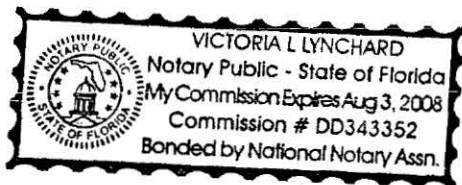
  
Richard A. Dye, President

STATE OF FLORIDA  
COUNTY OF ALACHUA

BEFORE ME the undersigned authority, personally appeared RICHARD A. DYE, as President of SOUTHBROOKE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, who after being duly sworn, deposes and says that he executed the foregoing instrument for the purpose set out therein on this 18<sup>th</sup> day of July, 2006.

Such person:


is personally known to me.  
 produced \_\_\_\_\_ as identification.  
 did  did not take an oath.



  
Notary Public, State of Florida  
Victoria L. Lynchard  
Print or type name  
DD343352  
Serial No.  
Commission Expiration Aug 3 2008

ACCEPTANCE OF APPOINTMENT AS REGISTERED AGENT

The undersigned hereby accepts the appointment to serve as the initial Registered Agent of SOUTHBROOKE CONDOMINIUM ASSOCIATION, INC.

  
DENISE LOWRY HUTSON

FILED  
06 AUG 17 PM 3:56  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

**EXHIBIT "C"**

**BYLAWS  
OF  
SOUTHBROOKE ASSOCIATION, INC.,  
a Florida not-for-profit corporation**

**I. IDENTITY**

These are the Bylaws of Southbrooke Condominium Association, Inc., a corporation not-for-profit under the laws of the State of Florida, hereinafter referred to as the "Association" and under the Articles of Incorporation (the "Articles") which have been filed in the office of the Secretary of State. The Association has been organized for the purpose of administering a condominium upon certain lands in Alachua County, Florida known as Southbrooke, a Condominium (the "Condominium"), in accordance with the Declaration of Condominium for Southbrooke, a Condominium (the "Declaration").

1. The office of the Association shall be at 2300 Lee Road, Winter Park, Florida 32789, or at such other place as may be designated by the board of directors from time to time.
2. The fiscal year of the Association shall be the calendar year.
3. The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation Not-for-Profit," and the year of incorporation.
4. The terms used in these Bylaws shall have the same meaning as the identical terms utilized in the Declaration , unless the context otherwise requires.

**II. MEMBERS' MEETINGS**

1. The annual members' meeting shall be held at such time, place and date as may be designated by the board of directors, for the purpose of electing directors and of transacting any other business authorized to be transacted by the members.
2. Special members' meetings shall be held whenever called by the president or vice-president or by majority of the board of directors and must be called by such officers upon receipt of a written request from thirty percent (30%) of the voting interests except as provided for in Article III below. Unless otherwise set forth in the notice of special meeting, as provided for above, all special meetings shall be held in Alachua County, Florida.
3. Notice of all members' meetings stating the time and place and the agenda for which the meeting is called shall be mailed by the president or secretary, unless waived in writing. Such notice shall be sent in writing to each member at his address as it appears on the books of the Association and shall be sent by mail to each member not less than fourteen (14) days nor more than sixty (60) days prior to the date of the meeting. The post office certificate of mailing shall be retained in the records of the Association as proof of such mailing. In addition, a notice of the meeting shall be posted at a conspicuous place on the Condominium Property or Association Property, which location shall be duly adopted by rule by the board, upon notice to the Unit Owners, at least for fourteen (14) continuous days prior to said meeting; however, if there is no Condominium Property or Association Property upon which notices can be posted, this requirement does not apply. Members may waive notice of specific meetings and may take action by written agreement without meetings. As provided in the Declaration, Mortgagees, as that term is defined in the Declaration, shall, upon prior written request, be entitled to receive notice of all members' meetings. Failure to provide such notice shall not invalidate any action taken at an otherwise properly noticed meeting. Where assessments against members are to be considered for any reason at a members' meeting, the notice shall contain a statement that assessments will be

considered and shall specify the nature of any such assessment.

4. The presence in person or by proxy of members representing a majority of the total voting interests eligible to vote shall constitute a quorum, and decisions shall be made by the vote of a majority of the members at a meeting at which a quorum is present.

5. Each unit shall be entitled to one (1) vote at Association meetings. Votes for Units owned by more than one person or by a corporation or other entity shall be cast by the voting representative for the Unit as named in a voting certificate signed by all of the Owners of that Unit and filed with the secretary of the Association. Each voting certificate shall be valid until revoked by a subsequent voting certificate.

6. Votes may be cast in person or by proxy in accordance with and as permitted by applicable law. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof and must be filed with the secretary at or before the appointed time of the meeting. Each proxy shall specifically set forth the name of the person voting by proxy, the name of the person authorized to vote the proxy for him, and the date the proxy was given. Each proxy shall contain the date, time and place of the meeting for which the proxy is given, and if a limited proxy, set forth those items which the holder of the proxy may vote and the manner in which the vote is cast. In no event shall any proxy be valid for a period of longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the member executing it. If a proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his place. If such provision is not made, substitution is not authorized.

7. Approval or disapproval of a member upon any matter, whether or not the subject of an Association meeting, shall be by the same person, corporation or other entity who would cast the vote of such member if in an Association meeting.

8. If any meeting of members cannot be organized because a quorum has not been achieved, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

9. The order of business at annual members' meetings and, as far as practicable at all other members' meetings, shall be:

- A. Ballots not yet cast shall be collected and validated.
- B. Call to order.
- C. Election of chairman of the meeting.
- D. Calling of the roll and certifying of proxies.
- E. Proof of notice of meeting or waiver of notice.
- F. Reading and disposal of any unapproved minutes.
- G. Report of officers.
- H. Report of committees.
- I. Election of directors.
- J. Unfinished business.

K. New business.

K. Adjournment.

10. For so long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

A. Assessment of the Developer as the Owner of Units for capital improvements; and,

B. Any action by the Association that would be detrimental to the sale of Units by the Developer.

### III. DIRECTORS

1. The affairs of the Association shall be managed by a board of directors who shall be members of the Association, excepting that the first board of directors and their successors appointed by the remaining directors (in the event of vacancies occurring before the first election of a majority of directors by members) need not be members. The initial board of directors shall consist of three (3) directors, and thereafter the membership of the board shall consist of not less than three (3) nor more than seven (7) directors. Within these limits, the board of directors may from time to time increase or decrease the number of persons to serve on the board, except that the board shall always contain an odd number of members. Where units are owned by corporations, the officers, directors, employees or other appointed representatives of said corporations shall be eligible to serve on the board of directors of the Association on behalf of the corporation.

2. Election of directors shall be conducted in the following manner:

A. Members of the board of directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in elections to fill vacancies caused by recall, resignation, or otherwise, unless specifically allowed by Chapter 718, Florida Statutes. Not less than 60 days before a scheduled election, the Association shall mail or deliver, whether by separate association mailing or included in another association mailing or delivery including regularly published newsletters, to each unit owner entitled to vote, a first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the board of directors must give written notice to the Association not less than 40 days before a scheduled election. Prior to the election, the Association shall mail or deliver a second notice of the election to all Unit Owners entitled to vote therein, together with a ballot which shall list all candidates not less than 14 days and not more than 34 prior to the election. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than 35 days before the election, to be included with the mailing of the ballot, with costs of mailing and copying to be borne by the Association. However, the Association shall have not liability for the contents of the information sheets prepared by the candidates. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least 20% of the eligible voters must cast a ballot in order to have a valid election of members of the board of directors.

B. Vacancies on the board of directors may be filled by majority of the remaining directors, even though a quorum may not exist, subject to the provisions of Paragraph 2(C) of this Article. A director appointed to fill a vacancy in office shall serve the remainder of the term of the office to which he is appointed.

C. The directors named in the Articles of Incorporation shall serve until the first election of directors, and any vacancies in office occurring before the first election shall be filled by the Developer. Owners of Units other than the Developer will be entitled to elect members



of the board of directors as follows:

(1) At such time as fifteen percent (15%) or more of the Units that will be operated ultimately by the Association are owned by Owners other than the Developer, the Owners of Units other than the Developer shall be entitled to elect not less than one third (1/3) of the members of the board of directors of the Association.

(2) Owners of Units other than the Developer shall be entitled to elect not less than a majority of the members of the board of directors of the Association upon the earliest of:

(a) three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

(b) three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers; or

(c) when all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or

(d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; whichever shall first occur.

(3) The Developer shall be entitled to elect not less than one (1) member of the board of directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the Units that will be operated ultimately by the Association.

(4) As to the election of directors pursuant to Subparagraphs (1), (2) and (3) above, within seventy-five (75) days after Owners other than the Developer are entitled to elect a member or members of the board of directors of the Association, the Association shall call and give not less than sixty (60) days notice of an election for the members of the board. The election shall proceed pursuant to Article III, Section 2, above.

(5) Nothing in this subparagraph shall be construed so as to preclude the Developer from relinquishing control of the board of directors at any time the Developer may so elect.

3. Members of the board of directors who are elected by Owners other than the Developer at the annual meeting of members shall serve for one (1) year until the next annual meeting of the members and thereafter, unless and until his successor is duly elected or qualified or until he is removed in the manner elsewhere provided.

4. The organizational meeting of a newly elected board of directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected or at a time and place so announced at said meeting. Notice of the organizational meeting shall be given in the same manner as set forth in Article III, section 5 below.

5. 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 telegraph at least three (3) days prior to the date named for such meeting unless such notice is waived. Notice of all

meetings of the board shall be posted in a conspicuous place on the Condominium Property for the benefit of members at least forty-eight (48) continuous hours in advance of such meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority plus one of the members of the board. Such emergency action shall by notice and ratified at the next regular meeting of the board. Upon notice to the Unit Owners, the board shall be duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of board meetings shall be posted. If there is no Condominium Property or Association Property upon which notices can be posted, notices of board meetings shall be mailed or delivered at least 14 days before the meeting to the Owner of each Unit. All meetings of the board of directors shall be open to all Unit Owners, who shall have the right to speak with reference to all designated agenda items subject to reasonable rules governing the frequency, duration, and manner of Unit Owner statements.

6. 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) days notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. 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. Any director's attendance at a meeting shall constitute a waiver of the notice of that meeting.

8. A quorum at directors' meetings shall consist of the directors entitled to cast a majority of the votes of the entire board. The acts of the board approved by a majority of votes present shall constitute the acts of the board of directors except as specifically otherwise provided in the Declaration. If at any meeting of the board of directors there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At the adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice. Notwithstanding the above, the Board will post a conspicuous notice of meeting on the condominium property at least 48 hours preceding the meeting, except in an emergency.

9. The presiding officer at board of directors' meetings shall be the president of the Association. In the absence of the president the vice-president shall preside.

10. Directors' fees, if any, shall be determined by the members of the Association, and no director shall receive a fee prior to the election of a majority of the members of the board of directors by Owners other than the Developer.

11. Owner directors may be removed from the board of directors pursuant to Section 718.112(2) (j), Florida Statutes.

12. Anything to the contrary contained herein notwithstanding, any director who is appointed by the Developer may be removed by the Developer at any time. Upon such removal, the Developer shall immediately appoint a replacement director and notify the remaining directors, if any, of such removal and appointment.

#### **IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association shall be exercised by the board of directors including those existing under the common law, statutes, the Articles and the Condominium Documents. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration which governs the use of the land, and shall include but not be limited to the following:

1. To adopt a budget and to make and collect assessments against Owners to defray the costs of operating the Condominium.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To maintain, manage, repair, replace and operate the Condominium property, including but not limited to, obtaining and maintaining adequate insurance to protect the Association and the Condominium property.
4. To reconstruct improvements after casualty and to construct further improvements to the Condominium property.
5. To promulgate and amend the Condominium Rules and Regulations respecting the use of Condominium Property. Such rules and regulations may be promulgated by the board of directors at any duly noticed meeting of the board or of the members.
6. To enforce by legal means the provisions of the Condominium Documents, the Articles, these Bylaws, and the Condominium Rules and Regulations.
7. To contract for management of the Condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the Condominium Documents or applicable law to have approval of the board of directors or members of the Association.
8. To pay taxes and assessments which are liens against any part of the Condominium Property other than individual Units and the appurtenances thereto, and to assess the same against the Unit Owner subject to such liens.
9. To pay the cost of all power, water, sewer and other utility services rendered to the Condominium and not billed to Owners of individual Units.
10. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association, including but not limited to accountants and attorneys.
11. To bond any or all employees, officers and directors of the Association, for which the Association shall bear the costs.
12. To maintain all books and records concerning the Condominium including, but not limited to, the maintenance of a complete list of the names and addresses of all Owners of Units, a copy of which shall be provided to the Division of Florida Land Sales, Condominiums and Mobile Homes upon request.
13. To carry insurance for the protection of the members and the Association against casualty and liability.
14. To approve leases, subleases or other transfers of a unit other than sales or mortgage of a unit and to charge a fee for such approval. Any such fee may be preset, but in no event shall exceed one hundred (\$100.00) dollars. However, if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made.
15. To levy fines against the unit owners, occupants, licensee or invitees for failure to abide by any provision of the Declaration, these By-Laws or rules of the Association. The following procedure shall be followed prior to the Association levying any fine:

(a) The Unit Owner and, if applicable, the occupant, licensee or invitee against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of not less than three other unit owners, none of whom shall be a director, after reasonable notice of not less than fourteen (14) days and said notice shall include:

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

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

(c) The Association may levy reasonable fines against a unit for the failure of the owner of the unit, or its occupant, licensee or invitee to comply with any provision of the Declaration, the Association Bylaws, or reasonable rules of the Association. No fine will become a lien against a unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing, provided that no such fine in the aggregate shall exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the unit owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The provisions of this subsection do not apply to unoccupied units.

#### **V. OFFICERS**

1. The executive officers of the corporation shall be a president, a vice-president, a secretary, and a treasurer, all of whom shall be directors who shall be elected annually by the board of directors at any meeting. Any person may hold two or more offices except that the president shall not also be the vice-president, secretary or treasurer, or assistant secretary or assistant treasurer. The board of directors shall from time to time elect such other officers and designate their powers and duties as the board determines necessary to manage the affairs of the Association.

2. The president shall be the chief executive 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 of appointing 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.

3. The vice-president shall in the absence of or disability of the president exercise the powers and duties of the 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.

4. The secretary shall keep the minutes of the proceedings of the directors and the members in a book available for inspection by the directors or members, or their authorized representatives, at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years. 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 have custody of all property of the Association, including financial records, funds, securities and evidences of the indebtedness. He shall keep the



financial records of the Association and shall keep the assessment rolls, the accounts of the members, and the books of the Association in accordance with generally accepted accounting practices. He shall perform all other duties incident to the office of secretary of an Association and as may be required by the directors or the president.

5. The compensation of all employees of the Association shall be fixed by the directors. This provision shall not preclude the board of directors from employing a director or officer as an employee of the Association nor preclude the contracting with a director for the management of the Condominium.

## **VI. FISCAL MANAGEMENT**

The provisions for fiscal management of the Association set forth in the Declaration and the Articles shall be supplemented by the following provisions:

1. Initial Working Capital Fund. The board of directors shall establish a working capital fund for the initial months of Condominium operations equal to \$750.00.

2. Assessments.

A. The board of directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include the expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements, costs of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended overage, and any other expenses designated as Common Expenses from time to time by the board of directors of the Association, or under the provisions of the Declaration. The board of directors is specifically empowered, on behalf of the Association, to make and collect assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium. Funds for the payment of Common Expenses shall be assessed against the members in the proportions of percentages of sharing Common Expenses, as provided in the Declaration. Assessments for Units shall become due as determined by the board of directors from time to time but not less frequently than quarterly, and shall be considered delinquent if payment has not been received on or before the fifteenth day after the due date, unless otherwise ordered by the board of directors. Special assessments, should such be required by the board of directors, shall be levied in the same manner as provided for regular assessments, and shall be payable in the manner determined by the board of directors. If a member shall be in default in the payment of any assessment due on his Unit, the Association shall have all collection rights available to it under Chapters 718, Florida Statutes and the Declaration. If any unpaid share of Common Expenses or assessments is extinguished by foreclosure of a superior lien or by a deed in lieu of foreclosure thereof, the unpaid share of Common Expenses or assessments shall be Common Expenses collectible from all the Owners.

B. 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 members or member, the dates and amounts in which the assessments come due, the amounts paid upon the account and the balance due upon assessments. Assessments shall be made against members in an amount not less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. In the absence of a determination by the directors as to the frequency of assessments, assessments shall be due and payable monthly. The personal liability of a member for assessments shall survive the termination of such member's membership in the Association.

C. Any member shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to his Unit. The holder of a



mortgage or other lien shall have the same right as to any Unit upon which he has a lien. Any person other than the Owner who relies upon such certificate shall be protected thereby.

D. Notice of any meeting, whether a meeting of the board of directors or of the members of the Association, at which assessments against members are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of such assessments.

4. Budget.

A. 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 and estimates of the income of the Association. The proposed annual budget of Common Expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications. 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 remaining useful life and estimated replacement cost of each reserve item. These reserve accounts may be waived annually, or less adequate reserves established by a majority of the total voting interests voting in person or by limited proxy at a duly called meeting of the Association. The budget shall include but not be limited to the following items:

(a) Common Expense Budget

- i. Administration of the Association.
- ii. Management fees.
- iii. Maintenance.
- iv. Rent for recreational and other commonly used facilities (if applicable).
- v. Taxes upon Association property.
- vi. Taxes upon leased areas (if applicable).
- vii. Insurance.
- viii. Security provisions.
- ix. Operating capital.
- x. Reserves.
- xi. Fees payable to the Division of Florida Land Sales, Condominiums and Mobile Homes.
- xii. Other expenses.

(b) Proposes assessments against each member, together with an annual total assessments.

B. Copies of the proposed budget and proposed assessments shall be transmitted to each member at least fourteen (14) days prior to the meeting at which the budget is to be considered, together with a notice of the meeting which shall state the time and place of the meeting. The meeting shall be open to all members. If the budget is subsequently amended before the assessments are made, a copy of the amended budget shall be furnished each member. If an adopted budget required assessment against the members in any fiscal or calendar year in excess of 115% of the assessments for the preceding fiscal year, the board of directors, the board of directors shall, if the board of directors receives within 21 days after adoption of the annual budget written application of 10% of the voting interests of the Association, call a special meeting of the members of the Association within thirty (30) days, upon not less than fourteen (14) days written notice to each member of the Association. At the special meeting, members shall consider and enact a budget. The adoption of the budget at such a special meeting shall require a vote of a majority of all voting interests. If a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the board of directors shall go into effect as scheduled. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacements of the Condominium Property, expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for capital improvements to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the board of directors, the board of directors shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar years assessment without approval of a majority of all voting interests of the Association.

5. The depository of the Association shall be such bank or other institution permitted by applicable law, as shall be designated from time to time by the board of directors and from which the monies in such accounts shall be withdrawn only by checks signed by such persons as are authorized by the board of directors.

6. Within sixty (60) days following the end of the Association's fiscal year, the board of directors shall mail or furnish by personal delivery to each member a complete financial report for the preceding fiscal year prepared in accordance with Chapter 718.11(13), Florida Statutes. The report shall also be furnished to any Mortgagee upon written request. Upon request from any Mortgagee, FHA, VA, FNMA or FHLMC, The Association shall have prepared and furnish within a reasonable time, an audited financial statement for the preceding fiscal year. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications, including, if applicable, but not limited to the following:

- A. Cost for security.
- B. Professional and management fees and expenses.
- C. Taxes.
- D. Cost for recreational facilities.
- E. Expenses for refuse collection and utility services.
- F. Expenses for lawn care.
- G. Cost for building maintenance and repair.
- H. Insurance costs.
- I. Administrative and salary expenses.

- J. General reserves, maintenance reserves and depreciation reserves.

In lieu of sending the financial report to the owners as set forth above, the board of directors shall be permitted to send a complete set of financial statements to the owners within ninety (90) days following the end of the previous fiscal year as permitted under Section 718.111(13), Florida Statutes.

7. The board of directors shall obtain fidelity bonding of all officers and directors who control or disburse funds of the Association and the president, secretary and treasurer, as defined in Section 718.111(11)(d) Florida Statutes and as provided in the Declaration. The amount of such bonds shall be determined in accordance with Section 718.111(11)(d) Florida Statutes and the Declaration. The premiums on such bonds shall be paid by the Association as a common expense.

## **VII. PARLIAMENTARY RULES**

Robert's Rules of Order (latest edition) shall govern the conduct of the Association proceedings when not in conflict with the Articles and Bylaws or with the statutes of the state of Florida.

## **VIII. AMENDMENTS**

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

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

2. An amendment may be proposed by either the board of directors or by the membership of the Association. Except as otherwise provided herein, a resolution adopting a proposed amendment must receive approval of not less than two-thirds (2/3rds) of all the directors until the first election of a majority of directors by Owners other than the Developer. Thereafter, the Bylaws may be amended by not less than two-thirds (2/3rds) of all the directors and by not less than a two-thirds (2/3rds) vote of the members of the Association at a duly called meeting of the Association.

3. An amendment when adopted shall become effective only after being recorded in the Public Records of Alachua County, Florida.

4. At any time prior to the first election of a majority of directors by Owners other than the developer, these Bylaws may be amended by the Developer, if necessary and if permitted by Florida Statutes, to make the same consistent with the provisions of the Declaration, to meet the requirements of any governmental entity or statute, FHA or VA rules, regulations or policies, and as may be in the best interests of the Association. No bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing bylaws shall contain the full text of the bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through the hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language "Substantial rewording of Bylaw. See Bylaw.... for present text." Nonmaterial errors or omissions in the bylaw amendment process shall not invalidate an otherwise properly promulgated amendment.

5. Any amendments to these Bylaws shall be in accord with the terms and provisions of the Declaration which sets forth certain additional voting and approval requirements with respect to certain types of amendments.

**IX. SEVERABILITY AND CONFORMITY TO STATE LAW**

These Bylaws are to be governed by and construed according to the laws of the State of Florida. If it should appear that any of the provisions hereof are in conflict with the Declaration or any rule of law or statutory provision of the state of Florida, then such provisions of these Bylaws shall be deemed inoperative and null and void insofar as they may be in conflict therewith, and shall be deemed modified to conform to the Declaration or such rule of law.

**X. MANDATORY NON-BINDING ARBITRATION**

Internal disputes arising from the operation of the Condominium among the Association, the Owners, their respective agents and assigns, or any or all of them, must be submitted first for resolution through non-binding arbitration pursuant to Florida law.

**XI. CERTIFICATE OF COMPLIANCE**

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Association's Board as evidence of compliance of the condominium units with the applicable fire and life safety code.

**XII. LIMITED POWER TO CONVEY COMMON ELEMENTS**

As provided in Section 718.112(2)(m), Florida Statutes, the Association shall have a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

**XIII. MISCELLANEOUS**

1. The Association shall make available to Unit Owners and Mortgagees for inspection during normal business hours current copies of the Declaration, these Bylaws, the Association Articles of Incorporation, the Frequently Asked Questions and Answers sheet the Condominium Rules and Regulations and other books, records and financial statements of the Association. The Association shall also make available to prospective purchasers of Units current copies of the above-listed documents as well as the most recent annual audited financial statement, if such is prepared.

2. Mortgagees shall be afforded all those notice rights more fully set forth in the Declaration. Such notices shall be provided at Association cost.

3. All provisions of Sections 718.112(2)(a)-(m), Florida Statutes are deemed to be included in these Bylaws.

**CERTIFICATE**

The undersigned hereby certifies that she is the duly elected and acting secretary of the Association named herein and that the foregoing is a true copy of the Bylaws of said Association duly adopted by action of the sole Directors dated Oct. 24, 2006, and hereby further certifies that such Bylaws have not been amended or rescinded and remain in full force and effect at the date hereof.

DATED this 24 day of October, 2006

  
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JAY B. ALPERT, Secretary