

INDEX

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DECLARATION OF CONDOMINIUM
EASTFIELD SLOPES, A CONDOMINIUM

	<u>Page</u>
I. <u>DEFINITIONS</u>	1
II. <u>SUBMISSION TO CONDOMINIUM OWNERSHIP</u>	3
III. <u>CONDOMINIUM UNITS</u>	3
IV. <u>PHASING</u>	4
V. <u>CONDOMINIUM PLAT</u>	5
VI. <u>COMMON ELEMENTS</u>	5
VII. <u>EASEMENTS</u>	7
VIII. <u>COMMON EXPENSES AND SURPLUS; INSTITUTIONAL LENDERS</u>	8
IX. <u>CONDOMINIUM ASSOCIATION</u>	9
X. <u>VOTING</u>	10
XI. <u>AMENDMENT</u>	10
XII. <u>MAINTENANCE</u>	11
XIII. <u>INSURANCE; REPAIR AND REBUILDING</u>	13
XIV. <u>ASSESSMENTS AND LIENS</u>	17
XV. <u>RESTRICTIONS</u>	20
XVI. <u>LEASE RESTRICTIONS</u>	22
XVII. <u>DIRECTORS; ASSOCIATION MANAGEMENT</u>	22
XVIII. <u>TERMINATION</u>	23
XIX. <u>INSTITUTIONAL LENDERS; AMENDMENT OR TERMINATION</u>	24
XX. <u>DEVELOPER'S RESERVED RIGHTS</u>	24
XXI. <u>NOTICES</u>	25
XXII. <u>CONDEMNATION</u>	25
XXIII. <u>REGISTRY</u>	28
XXIV. <u>RIGHT OF ENTRY</u>	29
XXV. <u>SEVERABILITY</u>	29
XXVI. <u>ENFORCEABILITY; ACTIONS</u>	30
XXVII. <u>MANAGEMENT CONTRACT</u>	30
XXVIII. <u>ADDITIONS PROHIBITED</u>	30

INT TAX _____
 MORTGAGE _____
 DOC STP _____
 REC FEE _____
 106.00
 ACC FEE _____
 19.05
 TOT DUE _____
 106.00
 REC FILE _____
 Jm

Condo Bk. 4 Page 45 -1-

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DECLARATION OF CONDOMINIUM
EASTFIELD SLOPES, A CONDOMINIUM

PL 3967-1181

WHEREAS, Chadwell Enterprises, Inc., of Hillsborough County, Florida, hereinafter referred to as "DEVELOPERS," hold fee simple title to certain land situate in Hillsborough County, Florida, to wit:

The property described in Exhibit "A" annexed hereto and made a part hereof;

And,

WHEREAS, DEVELOPERS desire to devote all of said property to condominium use and to construct thereon a condominium consisting of two phases, but only Phase I is submitted to condominium by the Developers at this time, Phase I consists of ten (10) buildings containing four (4) units each, with each unit to be owned in fee and with no recreational lease;

NOW, THEREFORE, DEVELOPERS hereby declare as follows:

I.

DEFINITIONS

The terms used in this Declaration and in the exhibits shall mean as follows:

1. "ASSESSMENT" means a share of the funds required for the payment of the common expenses which from time to time are assessed against the unit owner and the unit.
2. "ASSOCIATION" means the Association which will be responsible for the maintenance and operation of this Condominium, such Association being the Eastfield Slopes Condominium Association, Inc., a Florida non-profit corporation.
3. "BOARD OF DIRECTORS" means the Board of Directors of the Association who are responsible for the administration of the Association.
4. "BY-LAWS" means By-Laws of the Association mentioned above, as they exist from time to time.
5. "COMMON ELEMENTS" means the portions of the Condominium property not included in the units.

6. "COMMON EXPENSES" means all expenses and assessments properly incurred by the Association for the Condominium.

7. "COMMON SURPLUS" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.

8. "CONDOMINIUM" means that form of ownership under which units are subject to ownership by one or more owners, and there is appurtenant to each unit as part thereof an undivided share in the Common Elements as elsewhere herein defined.

9. "THE CONDOMINIUM" or "THIS CONDOMINIUM" as and herein used shall mean the land and improvements subjected hereby to Condominium ownership, known as EASTFIELD SLOPES, A CONDOMINIUM.

10. "CONDOMINIUM DOCUMENTS" shall mean this Declaration of Condominium, the Articles of Incorporation and By-Laws of Eastfield Slopes Condominium Association, Inc. and the Condominium Plat of Eastfield Slopes, a Condominium, all as amended from time to time.

11. "CONDOMINIUM PARCEL" means a unit together with the undivided share in the Common Elements, which is appurtenant to the unit.

12. "CONDOMINIUM PLAT" means that certain Plat or drawing being recorded contemporaneously herewith and referred to below.

13. "CONDOMINIUM PROPERTY" means and includes the lands and improvements that are hereby subjected to Condominium ownership together with all easements and rights appurtenant thereto intended for use in connection with the Condominium.

14. "DECLARATION" or "DECLARATION OF CONDOMINIUM" means this instrument, as amended from time to time.

15. "DEVELOPERS" means CHADWELL ENTERPRISES, INC., a Florida corporation, and its successors and assigns.

16. "INSTITUTIONAL LENDER" shall be construed to include but not be limited to banks, savings banks, savings and loan associations, insurance companies, pension funds, business trusts, real estate investment trusts, mortgage bankers, mortgage brokers and agencies of the U. S. Government.

17. "LIMITED COMMON ELEMENTS" shall mean those common elements, if any, which are reserved for the exclusive use of a certain unit or units to the exclusion of other units as specified herein.

18. "OCCUPANT" shall mean a person or persons in lawful possession of a unit other than the owner or owners thereof.

19. "OPERATION" or "OPERATION OF THE CONDOMINIUM" means and includes the administration and management of the Condominium Property.

20. "UNIT" means a part of the Condominium Property which is to be subject to exclusive ownership. A Unit is more fully described on the Condominium Plat hereinabove mentioned.

21. "UNIT OWNER" means the owner of a Condominium Parcel.

II.

SUBMISSION TO CONDOMINIUM OWNERSHIP

Developers hereby declare the property owned by it and described in Exhibit A to be Condominium Property under the Condominium Act of the State of Florida, now in force and effect, and to be known as: EASTFIELD SLOPES, A CONDOMINIUM, hereinafter referred to as the "CONDOMINIUM," and does submit said Condominium property to Condominium ownership pursuant to said Act.

III.

CONDOMINIUM UNITS

There shall be forty (40) units of this Condominium.

Each of the Units in the Condominium is identified and designated in the survey and plat referred to herein. Each Unit consists of (1) the volumes of space enclosed by the unfinished inner surfaces of perimeter walls, ceilings and floors thereof, including vents, doors, windows, and such other structural elements as are ordinarily considered to be enclosures of space, (2) all interior dividing walls and partitions (including the space occupied by such interior walls and partitions) except load-bearing interior walls and partitions, (3) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls).

floors and ceilings, consisting of wallpaper, paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the Unit, and (4) all immediately visible fixtures, mechanical systems and equipment installed for the sole and exclusive use of the Unit, commencing at the point of disconnection from the structural body of the Condominium building and from the utility lines, pipes, or systems serving the Unit. No pipes, wires, conduits or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Unit, or fixtures and appliances within the Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any Unit.

IV.

PHASING

It is the intention of the Developer that this Condominium will be developed in two phases known as Phase I and Phase II. Phase I is submitted to the Condominium form of ownership by this Declaration and it is anticipated that the second phase will add additional lands as hereinafter described and additional condominium buildings as hereinafter described and will have the effect of changing the percentage of ownership in the Common Elements so that as Phase II is added owners in Phase I will have a lesser percentage of ownership in the Common Elements. (See Section VI). However, when Phase II is added, the Common Elements will encompass more property than included in Phase I. The addition of Phase II will add seventy-two (72) units in eighteen (18) buildings, all similar in size and design to those of Phase I, and increase available recreational facilities and available parking and other Common Areas. Should Phase II not be added, except for the loss of additional parking and Common Areas located on the lands contemplated in Phase II, there will be no diminution of facilities to owners in Phase I and dedicated to the Condominium form of ownership.

The membership vote and ownership in the Association will be one vote per unit, as set forth in Section X. In Phase I there are forty (40) units so each vote shall be 1/40 of the whole. Upon the addition of Phase II, which shall consist of seventy-two (72) units, each vote shall be 1/112 of the whole.

Phase II, which may become a part of the Condominium, consists of those lands lying in Hillsborough County, Florida so described and designated on Exhibit B attached hereto, and will have seventy-two (72) units.

Exhibit B hereto consists of a survey, plot plan and legal description of Phase II.

No time share estates shall be created in either phase.

V.

CONDOMINIUM PLAT

A survey of the land, a floor plan of the Units, and a plot plan thereof which together with this Declaration of Condominium are in sufficient detail to identify the Common Elements and each Unit and provide accurate representation of their locations and dimensions are attached hereto as Exhibits A (Survey and Plot Plan) and C (Floor Plan). Upon substantial completion of the construction, the Developer or the Association shall amend this Declaration to include a certificate of a surveyor authorized to practice in Florida stating that the construction of the improvements is substantially complete.

VI.

COMMON ELEMENTS

The undivided shares in the Common Elements appurtenant to each Unit and owned by the Owner of the Unit are as follows:

Each Unit shall have two and one-half percent (2½%) of the Common Elements appurtenant thereto.

Should the Developer proceed with the development of Phase II of the Condominium, then the Common Elements appurtenant to each Unit and owned by the Owner of the Unit will be as follows:

Each Unit, upon the addition of Phase II, shall have 1/112 of the Common Elements appurtenant thereto.

(a) The land described above and all improvements thereon, except for Units, as shown on the aforementioned Condominium Plat, including limited Common Elements if any, whether shown thereon or described herein.

(b) Perpetual easements, as may be necessary, which are hereby reserved through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services, including television reception and cable services, to other Units or Common Elements.

(c) Installations for furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing installations.

(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) Perpetual easements for maintenance, repair, and reconstruction of Common Elements.

(f) All outside surfaces of walls (except for glass or screened surfaces of windows and doors) of the various Units; glass and screened surfaces of windows and doors will be part of each such Unit and are not Common Elements. Covering, decorations, painting, replacement or modification of all such glass or screened surfaces, however, must be approved in advance by the Association hereinafter mentioned, and by Developer, so long as Developer is managing the affairs of the Association.

(g) Perpetual easements as needed for maintenance and support of Units and Common Elements.

2. There is also appurtenant to each of the Units, easements, as needed, for encroachments benefiting such Unit resulting from construction deviations or variations, and shifting and settling processes, and such easements shall exist so long as the encroachment exists.

3. Notwithstanding anything contained herein, or in the Condominium Plat being recorded together herewith to the contrary, it is expressly understood that the Common Elements shall be and

are hereby irrevocably made subject to easements for the installation and maintenance of plumbing, electrical, telephone, gas and other public utility lines, equipment and services for the benefit of this Condominium. The parking area, driveways, walks and other access areas serving the Units as part of the Common Elements necessary to provide reasonable access between the Units and public rights of way hereby made subject to non-exclusive easements for ingress and egress for the benefit of the Units. Any mortgagee consenting to this Declaration does hereby subordinate its rights in said easements to the aforesaid rights.

4. Included in the Common Elements are parking areas for use by the various Unit owners. The Association hereinafter mentioned shall adopt uniform rules and regulations concerning the assignment and use of such parking areas, provided that in all events there shall be assigned one (1) parking space for each Unit in the Condominium and further provided that the Developers shall have the initial right to assign parking spaces in accordance with the foregoing to various purchasers from Developers, which such assignments shall be permanent.

VII.

EASEMENTS

Each Unit Owner shall have and is hereby granted perpetual non-exclusive easements over, across and through the Common Elements for reasonable ingress and egress to his Unit and for the purpose of providing normal utility services thereto. Each Unit Owner shall have and is hereby granted over and through the Common Elements and the walls, ceilings, and floors of other Units, such perpetual easements as are reasonably necessary to provide heating and air conditioning and utility services to his Unit, which easements shall be at the locations of the lines and facilities as originally constructed. Each Unit Owner shall have and is hereby granted a perpetual easement over and across adjoining Units and Common Elements for any encroachment due to inadvertent variations between the location of his Unit as shown on Exhibit A and the location of his Unit as actually constructed. These easements shall all run with the land.

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The undersigned further reserves unto itself, its successors and assigns, the right to give and grant such additional easements over, under and upon the Common Elements of the Condominium as may be needed for the servicing of the Condominium with utility services including, but not limited to, sewer, water, telephone and electrical.

The Developer reserves the right to develop adjacent properties and retains an easement over and across all roads and Common Elements for ingress and egress to any such future development and to amend the development plan from time to time. Phase I consists of ten (10) buildings described and identified in Exhibit A hereto. The effect, including the number of additional buildings and Units, of the construction of Phase II and inclusion herein by amendment, is set forth in Exhibit B.

VIII.

COMMON EXPENSES AND SURPLUS; INSTITUTIONAL LENDERS

The Common Expenses of the Condominium shall be assessed and the Common Surplus of the Condominium divided and apportioned among the Units in the same percentages as ownership of the Common Elements.

Included in the Common Expenses of this Condominium will be an appropriate share of the costs and expenses, as determined by the Association, of providing and maintaining facilities and/or improvements on, in or as part of the Common Elements of EASTFIELD SLOPES, A CONDOMINIUM, which such facilities and improvements are for the benefit of this Condominium.

Any institutional Lender holding a mortgage of record or other purchaser of a Condominium Unit obtaining title to the Condominium Parcel as a result of foreclosure of the first mortgage or as a result of a deed given in lieu of foreclosure shall not be liable for the share of Common Expenses or Assessments by the Association pertaining to such Condominium Parcel or chargeable to the former Unit Owner of such parcel which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless such share of Common Expenses or

Assessments is secured by a Claim of Lien for the same that is recorded in the public records of Hillsborough County, Florida, prior to the recording of said mortgage.

IX.

CONDOMINIUM ASSOCIATION

The Association mentioned herein and which will operate the Condominium shall be that certain Corporation Not For Profit, heretofore organized under the Laws of the State of Florida, and known as: EASTFIELD SLOPES CONDOMINIUM ASSOCIATION, INC., of which association each Unit Owner shall be a member upon the recording of a deed to him of a Unit in the Condominium. Copies of the Articles of Incorporation and By-Laws are annexed hereto. The Condominium will be operated pursuant to said Articles and the By-Laws of the Association. The Association shall have all powers granted by the Florida Condominium Act, as amended. In addition to the powers of the Association granted by law, or elsewhere herein set forth or adopted by reference, the Association shall have the right to adopt and enforce uniform rules and regulations concerning the maintenance, repair, replacement, use and occupancy of the Common Elements and of the Units, provided however that such rules and regulations shall not be contrary to the provisions of this Declaration of Condominium, the Articles of Incorporation of the Association, the By-Laws of the Association or the Florida Condominium Act. The Association shall have the power to levy and collect assessments as provided herein.

In the event of default by any Officers or Directors of the Association or by the Association in carrying out its obligations under this Declaration of Condominium, the Articles of Incorporation or By-Laws of the Association or the Condominium Law of the State of Florida, then and in that event any adversely affected member shall notify the defaulting Officer or Director, as the case may be and in all events the Board of Directors, in writing, of such default, and shall extend a 30-day period from the date of delivery of such notice to cure such default prior to instituting any legal action concerning the same. Matters of

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dispute or disagreement between Unit Owners with respect to interpretation or application of the provisions of this Declaration, the Articles or By-laws, shall be decided by the Board of Directors of the Association and shall be final and binding on all Unit Owners.

X.

VOTING

All Unit Owners shall be members of the Association upon recording of a deed to a Condominium Parcel, and shall remain members until title is divested.

Each of the Units shall be entitled to one vote at meetings of the Association. In the event of joint, entireties, or common ownership of a Unit, said vote shall be exercised by one owner by agreement between said joint or common owners or tenants by the entireties of the Unit.

XI.

AMENDMENT

This Declaration may be amended at any time during the first 3 years from the date hereof by affirmative vote of fifty-one (51) per cent of the members of the Association, together with the written consent of Developers, their heirs, devisees, personal representatives or assigns. After the expiration of said 3 year period, the Declaration may be amended at any time by the affirmative vote of two-thirds (2/3) of the members of the Association, without the consent of Developers nor their heirs, devisees, personal representatives or assigns. No amendment of this Declaration shall be effective unless evidenced by a certificate of the Association, executed with the formalities required of a conveyance of real property and recorded in the Public Records of Hillsborough County, Florida. No such amendment shall discriminate against any Unit or Units or Unit Owner or class of Unit Owners, and no amendment shall adversely affect the easements referred to herein or any rights of Developers or of institutional lenders reserved or created hereunder or under any of the exhibits or

documents referred to herein. No Amendment shall be effective which affects the configuration or size of any Condominium Unit, materially alters or modifies the appurtenances to any Unit, or changes the proportion of ownership of common expenses and common surplus, without the consent of 100% of all Unit Owners. Notwithstanding anything foregoing to the contrary, in the event that an Amendment to this Declaration of Condominium is required for the purpose of correcting a scrivener's error or omission, or complying with governmental requirements, or the requirements of a mortgage lender, and such Amendment shall not materially adversely affect any property rights of Unit Owners or institutional mortgagees, then such Amendment may be effectuated by a majority of Units or by action of the Board of Directors; provided, however, that in the event the error corrected relates to the share of Common Elements, Common Expenses or Common Surplus relative to a Unit, all owners and mortgagees of such Unit shall have joined in the execution of the Amendment. Such Amendment shall, if passed and approved, be evidenced in the Public Records in the same manner as Amendments set forth above. Notwithstanding the foregoing, if any omission or error in this Declaration, or other documents establishing the Condominium, is such that it affects the valid existence of the Condominium and may not be corrected by the amendment procedures contained herein, then such omission or error may be corrected in such a manner as may be provided by the Condominium Law of the State of Florida.

XII.

MAINTENANCE

1. Every owner must keep and maintain his Unit, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his Unit, which, if omitted, would affect the Condominium or any portion thereof, being expressly responsible for the damages and liabilities which his failure to do so may engender. Notwithstanding anything contained in this Declaration, the owner of each Unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and

screens, screen enclosures, and exterior walls, door frames and hardware, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, and which may now or hereafter be situated in his Unit. With respect to the repair or replacement of windows, exterior doors, door frames, sliding glass doors and other repairs or replacements visible from the exterior of the Unit affected, such repairs or replacements shall be made in a good and workmanlike manner with materials substantially identical in appearance and quality with the material originally used in construction, unless, prior to making any such repairs or replacement, the Unit Owner shall obtain the written approval of the Association of the method and material to be used in completing such repair or replacement. The Association shall repair or replace all screens and screen enclosures and Unit Owner shall reimburse the Association for the cost of such repair or replacement. Such owner shall further be responsible and liable for maintenance, repair and replacement of all non-supporting walls and partitions, and any and all wall, ceiling, and floor exterior surfaces, painting, decorating and furnishing, and all other accessories which such owner may desire to place or maintain in his Unit. Such owner shall further be responsible for repair or replacement of other Common Elements, provided, however, that owner shall be so responsible, if, and only if, the need for repair or replacement of such Common Elements is caused by such owner's negligence or misconduct, or that of his family, guests or invitees. Whenever the maintenance, repair and replacement of any items for which the owner of a Unit is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Unit shall be, in such instance, required to pay such portion of the cost of such maintenance, repair or replacement as shall, by reason of the applicability of any deductibility provision of

such insurance, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement.

2. In the event the Association shall receive one or more complaints alleging failure by an owner to maintain or repair his Unit, or if such failure to maintain or repair said Unit shall become apparent from outside said Unit, the Association may enter into any Unit upon reasonable notice and during reasonable hours to inspect any Unit and make any repairs or maintenance which is the responsibility of the Unit Owner and which said Unit Owner has failed to make. All costs of such repair shall be assessed to the particular Unit Owner as a special Assessment, and can be collected in the same manner as any other Assessment.

3. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the Common Elements except as expressly provided in paragraph 1 of this Article X; the Association shall maintain, repair and replace all portions of a Unit contributing to the support of the buildings, which portion shall include but not be limited to the outside walls of the buildings, their exterior boundary walls, roofs, concrete slabs and foundations, load bearing columns and load bearing walls, including all conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portion of the buildings maintained by the Association; and all such facilities contained within a Unit which services other parts of the Condominium Property than the Unit within which contained.

4. Should any incidental damage be caused to any Unit by virtue of any work which may be done or caused to be done by the Association in the maintenance, repair or replacement of any Common Elements, the Association shall, at its expense, repair such incidental damage.

XIII.

INSURANCE; REPAIR AND REBUILDING

1. Each Unit Owner shall be responsible for the maintenance and repair of the interior of the Unit, except that the

Special
Assessment

Association shall have the right to assume part or all of the maintenance of the various Units as determined by the Association from time to time. Risk of loss or of damage to any furniture, furnishings, personal effects or other personal property of a Unit Owner, guest, licensee or invitee, stored or maintained in a Unit or on the Common Elements shall be borne by the Unit Owner. Each Unit Owner shall at his own expense obtain insurance coverage for loss or damage to such personal property and furnish such evidence thereof to the Association as the Association may require.

2. The Association shall procure, maintain and pay for as part of the common expense the following insurance, to-wit:

(a) Casualty insurance in favor of the Association and the Unit Owners covering all of the Units and Common Elements in an amount equal to the maximum insurable replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, such coverage to afford protection against (1) loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements; and (2) such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings similar in construction, location and use to this Condominium, including but not limited to vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available;

(b) Public liability and property damage insurance covering all Units and Common Elements in such amounts and in such form as shall be required by the Association to protect the Association and Unit Owners, including, but not limited to, water damage, legal liability, hired automobile, non-owned automobile and off premises employee coverage;

(c) Such other insurance coverage as the Board of Directors of the Association in its discretion may determine from time to time to be in the best interest of the Association and Unit Owners.

(d) Such other insurance coverage as may be required by law, including specifically all coverage required from time to time by the Condominium Act of the State of Florida, and all regulations promulgated pursuant thereto.