

2. Lease. A Unit Owner intending to make a bona fide lease of his Unit shall give to the Condominium Association notice of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Condominium Association may reasonable require, and an executed copy of the proposed lease.

3. Gift; Devise or Inheritance; Other Transfers. If the Unit Owner giving notice has acquired his title by gift, devise, or inheritance, or in any other manner, then within thirty (30) days after receipt of such notice and information, the Condominium Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be stated in a certificate executed by any two officers of the Condominium Association.

C. Disapproval by the Condominium Association. If the Condominium Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:

1. Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within forty (40) days after receipt of such notice and information, the Condominium Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Condominium Association, who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

a. At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, who shall base their determination upon an average of their separate appraisals of the Unit, and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

b. The purchase price shall be paid in cash.

c. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

d. A certificate of the Condominium Association executed by any two officers approving the purchaser.

e. If the Condominium Association shall fail to provide a purchaser upon demand of the Unit Owner in the manner provided, or if a purchaser furnished by the Condominium Association shall default in his agreement to purchase, then, notwithstanding the disapproval, the proposed transaction shall be deemed to have been approved and the Condominium Association shall furnish a certificate of approval as elsewhere provided.

2. Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, and the lease shall not be made, and the lessee shall not occupy the Unit.

F. Exclusive Right of Resale. Anything above to the contrary notwithstanding, except for Condominium Developer's right of first refusal, a broker registered in Florida and chosen by the Condominium Developer shall have the exclusive right of resale of all of the Units. Any Unit Owner desiring to sell his Unit shall list the same for sale with the broker so chosen for a period of thirty (30) days, and if said broker shall procure a purchaser ready, willing and able to purchase the Unit, according to the terms of the listing, then the Unit Owner shall pay to broker a commission in the amount of the prevailing rate charged by real estate brokers in Seminole County, Florida, for the sale of Condominium Units, at the time. Approval of the purchaser who may be procured by the broker shall be in accordance with all of the provisions of the above Article.

This paragraph shall have no application to Units owned by the Condominium Developer or to Units owned by a bank, life insurance company, or savings and loan association that acquires its title by owning a mortgage upon the Unit concerned, through deed from the mortgagor or foreclosure.

G. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Condominium Association.

#### XVIII

#### INSURANCE PROVISIONS

A. Liability Insurance. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Condominium Association, shall obtain Public Liability and Property Damage Insurance covering all of the Common Elements of the Condominium, and insuring the Condominium Association, the Unit Owners and the Management Firm, as long as the Management Agreement remains in effect as its and their interest appear, in such amounts and providing such coverage as the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, the Board of Directors of the Condominium Association, may determine from time to time, provided that the minimum amount of coverage shall be \$100,000/\$300,000/\$10,000. Premiums for the payment of such Insurance shall be paid by the Management Firm, as long as the Management Agreement remains in effect and, thereafter, by the Board of Directors of the Condominium Association, and such Premiums shall be charged as a Common Expense.

#### B. Casualty Insurance

1. Purchase of Insurance. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Condominium Association shall obtain Fire and Extended Coverage Insurance and Vandalism and Malicious Mischief Insurance, insuring all of the insurable improvements within the condominium, including personal property owned by the Condominium Association, in and for the interests of the Condominium Association, all Unit Owners and their mortgagees, as their interests may appear, in a Company acceptable to the standards set by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Condominium Association, in an amount equal to the maximum insurable replacement value, as determined annually by the Management Firm, and, thereafter, by the Board

of Directors of the Condominium Association. The premiums for such coverage and other expenses in connection with said Insurance shall be paid by the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, by the Condominium Association, and shall be charged as a Common Expense. The Company or Companies with whom the Management Firm and, thereafter, the Condominium Association, shall place its insurance coverage, as provided in this Declaration, must be good and responsible Companies, authorized to do business in the State of Florida. Notwithstanding anything contained herein to the contrary, the Management Firm shall not be responsible for the payment of any of the premiums, should any of the assessments not cover such premium.

2. Loss Payable Provisions - Insurance Trustee: All Policies purchased by the Management Firm, and, thereafter, by the Condominium Association, shall be for the benefit of the Condominium Association, and all Unit Owners and their mortgagees, as their interests may appear; however, the Insurance Trustee shall be the named insured and it shall not be necessary to name the Condominium Association or the Unit Owners - however, a mortgagee Endorsement shall be issued. Such policies shall be deposited with the Insurance Trustee (as hereinafter defined), who must first acknowledge that the Policies and any proceeds thereof will be held in accordance with the terms hereof. Said Policies shall provide that all insurance proceeds payable on account of loss or damage shall be payable to the Insurance Trustee, which may be any Bank in Florida, with trust powers or an individual, as may be approved by the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, by the Board of Directors of the Condominium Association, which Trustee is herein referred to as the "Insurance Trustee". The Insurance Trustee shall not be liable for the payment of premiums nor for the renewal or the sufficiency of Policies, nor for the failure to collect any insurance proceeds, nor for the form or content of the Policies. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Condominium Association and the Unit Owners and their respective mortgagees, in the following shares, but such shares need not be set forth upon the records of the Insurance Trustee:

a. Common Elements. Proceeds on account of damage to Common Elements - an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

b. Condominium Units. Proceeds on account of Condominium Units shall be in the following undivided shares:

(1) Partial Destruction - when Units are to be repaired and restored - for the owners of the damaged Units, in proportion to the cost of repairing the damage suffered by each Unit Owner.

(2) Total Destruction of condominium improvements, or where "very substantial" damage occurs and the Condominium improvements are not to be restored, as provided hereinafter in this Article - for the Owners of all Condominium Units - each Owner's share being in proportion to his share in the Common Elements appurtenant to his Condominium Unit.

c. Mortgagees: In the event a Mortgagee Endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner, as their interests may appear.

3. Distribution of Proceeds. Proceeds of insurance Policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners, and expended or disbursed after first paying or making provision for the payment of the expenses of the Insurance Trustee in the following manner:

a. Reconstruction or Repair. The damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgage of a Unit as may be enforced by said mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

b. Failure to Reconstruct or Repair. If it is determined, in the manner elsewhere provided that the damage for which the proceeds are paid shall not be repaired and restored, the proceeds shall be disbursed to the beneficial owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee. Said remittances shall be made solely to an Institutional First Mortgagee when requested by such Institutional First Mortgagee whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of loss or damage to personal property belonging to the Condominium Association, and should the Board of Directors of the Condominium Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus, in the manner elsewhere stated herein.

c. Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely on a Certificate of the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, the Condominium Association, as to the names of the Unit Owners and their respective shares of distribution, approved in writing by an Attorney authorized to practice law in the State of Florida, a Title Insurance Company or Abstract Company authorized to do business in the State of Florida. Upon request of the Insurance Trustee, the Management Firm, and thereafter, the Condominium Association, forthwith shall deliver such Certificate.

4. Loss Within a Single Unit. If loss shall occur within a single Unit or Units, without damage to the Common Elements and/or the party wall between Units, the provisions of Article XVIII B.5 below shall apply.

5. Loss Less Than "Very Substantial". Where a loss or damage occurs within a Unit or Units, or to the Common Elements, or to a Unit or Units and the Common Elements, but said loss is less than "very substantial" as hereinafter defined, it shall be obliga-

e. If the net proceeds of the insurance are insufficient to pay for the estimated cost of restoration and repair (or for the actual cost thereof if the work has actually been done), the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, the Condominium Association, shall promptly upon determination of the deficiency, levy a special assessment against all Unit Owners in proportion to the Unit Owners' share in the Common Elements, for the portion of the deficiency as is attributable to his individual Unit; provided, however, that if the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, the Board of Directors of the Condominium Association, finds that it cannot determine with reasonable certainty the portion of the deficiency attributable to a specific individual damaged Unit(s), then the Management Firm, as long as the Management Agreement remains in effect, acting on behalf of the Board of Directors, shall levy an assessment for the total deficiency against all of the Unit Owners in proportion to the Unit Owners' share in the Common Elements, just as though all of said damage had occurred in the Common Elements. The special assessment funds shall be delivered by the Management Firm, and, thereafter, the Condominium Association, to the Insurance Trustee, and added by the Insurance Trustee to the proceeds available for the repair and restoration of the property.

f. In the event the insurance proceeds are sufficient to pay for the cost of restoration and repair, or in the event the insurance proceeds are insufficient but additional funds are raised by special assessment within ninety (90) days after the casualty, so that sufficient funds are on hand to fully pay for such restoration and repair, then no mortgagee shall have the right to require the application of insurance proceeds to the payment of its loan, provided, however, that this provision may be waived by the Board of Directors and the Management Firm, as long as the Management Agreement remains in effect in favor of any Institutional First Mortgagee upon request therefore, at any time. To the extent that any insurance proceeds are required to be paid over to such Mortgagee, the Unit Owner shall be obligated to replenish the funds so paid over, and said Unit Owner and his Unit shall be subject to special assessment for such sum.

6. "Very Substantial" Damage. As used in this Declaration, or any other context dealing with this Condominium the term "very substantial" damage shall mean loss or damage whereby three-fourths (3/4ths) or more of the total amount of insurance coverage (placed as per Article XVIII) becomes payable. Should such "very substantial" damage occur, then:

a. The Management Firm, as long as the Management Agreement remains in effect, acting on behalf of the Board of Directors of the Condominium Association, shall promptly obtain reliable and detailed estimates of the cost of repair and restorations thereof.

b. The provisions of Article XVIII, 5. (f), shall not be applicable to any Institutional First Mortgagee who shall have the right, if its mortgage so provides, to require application of the insurance proceeds to the payment or reduction of its mortgage debt. The Management Firm, as long as the Management Agreement remains in effect and, thereafter, the Board of Directors, shall ascertain, as promptly as possible, the net amount of insurance proceeds available for restoration and repair.

c. Thereupon, a Membership Meeting shall be called by the Management Firm, or by the Board of Directors of the Condominium Association, to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to the termination of the Condominium project, subject to the following:

(1) If the net insurance proceeds available for restoration and repair, together with the funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional First Mortgagees, are sufficient to cover the cost thereof, so that no special assessment is required, then the Condominium Property shall be restored and repaired, unless two-thirds (2/3rds) of the Unit Owners of this Condominium shall vote to terminate the Condominium Project, in which case the Condominium Property shall be removed from the provisions of the law by the recording in the Public Records of Seminole County, Florida, an instrument terminating this Condominium, which said instrument shall further set forth the facts effecting the termination, certified by the Condominium Association, and executed by its President and Secretary. The termination of the Condominium shall be come effective upon the recording of said instrument, and the Unit Owners shall, thereupon, become owners as tenants in common in the property - i.e., the real, personal, tangible, and intangible personal property, and the Condominium Association's interest in any remaining structures of the Condominium, and their undivided interests in the property shall be the same as their undivided interests in the Common Elements of this Condominium prior to its termination and the mortgages and liens upon Condominium Parcels shall become mortgages and liens upon the undivided interests of such tenants in common, with the same priority as existed prior to the termination of the Condominium.

(2) If the net insurance proceeds available for restoration and repair, together with funds advanced by Unit Owners to replace insurance proceeds paid over to Institutional First Mortgagees, are not sufficient to cover the costs thereof, so that a special assessment will be required, and if a majority of the Unit Owners of this Condominium vote against such special assessment and to terminate the Condominium project, then it shall be so terminated and the Condominium Property removed from the provisions of the law, as set forth in Paragraph 6 (c) (1) above, and the Unit Owners shall be tenants in common in the property in such undivided interest - and all mortgages and liens upon the Condominium Parcels shall encumber the undivided interests of such tenants in common, as is provided in said Paragraph 6 (c) (1) above. In the event a majority of the Unit Owners of this Condominium vote in favor of special assessments, the Management Firm, as long as the Management Agreement remains in effect, acting on behalf of the Condominium Association, shall immediately levy such special assessment and, thereupon, the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, the Condominium Association, shall proceed to negotiate and contract for such repairs and restoration, subject to the provisions of Paragraph 5 (c) and (d) above. The special assessment funds shall be delivered by the Management Firm, and thereafter, by the Condominium Association, to the Insurance Trustee and added by said Trustee to the proceeds available for the restoration and repair of the property. The proceeds shall be disbursed by the Insurance Trustee for the repair and restoration of the property, as provided in Paragraph 5 (c) above. To the extent that any insurance proceeds are paid over to such Mortgagee, and in the event it is determined not to terminate the Condominium project and to vote a special

assessment, the Unit Owners shall be obligated to replenish the funds so paid over to his Mortgagee, and said Unit Owner and his Unit shall be subject to special assessment for such sum.

d. In the event any dispute shall arise as to whether or not "very substantial" damage has occurred, it is agreed that such a finding made by the Management Firm, as long as the Management Agreement remains in effect, and, thereafter, by the Board of Directors of the Condominium Association, shall be binding upon all Unit Owners.

7. Surplus. It shall be presumed that the first monies disbursed in payment of costs of repair and restoration shall be from the insurance proceeds; and if there is a balance in the funds held by the Insurance Trustee after the payment of all costs of the repair and restoration, such balance shall be distributed to the beneficial owners of the fund, in the manner elsewhere herein stated.

8. Certificate. The Insurance Trustee may rely upon a Certificate of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, of the Condominium Association, certifying as to whether or not the damaged property is to be repaired and restored. Upon request of the Insurance Trustee, the Management Firm, and thereafter, the Condominium Association, shall forthwith deliver such Certificate.

9. Plans and Specifications. Any repair and restoration must be substantially in accordance with the Plans and Specifications for the original building, or as the building was last constructed, or according to the Plans approved by the Management Firm and the Board of Directors of the Condominium Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional First Mortgagees shall also be required.

10. Condominium Association's Power to Compromise Claim. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Condominium Association, is hereby irrevocably appointed Agent for each Unit Owner, for the purpose of compromising and settling claims arising under Insurance Policies purchased by the Management Firm, and thereafter, by the Condominium Association, and to execute and deliver Releases therefore, upon the payment of claims.

C. WORKMEN'S COMPENSATION POLICY - to meet the requirements of law.

D. Such other Insurance as the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Condominium Association, shall determine from time to time to be desirable.

E. Each individual Unit Owner shall be responsible for purchasing, at his own expense, liability insurance to cover accidents occurring within his own Unit, and for purchasing insurance upon his own personal property.

F. If available, and where applicable, the Management Firm, and thereafter the Condominium Association, shall endeavor to obtain Policies which provide that the Insuror waives its right of subrogation as to any claims against Unit Owners, the Condominium Association, their respective servants, agents and guests, and the Management Firm.

MAINTENANCE AND ALTERATIONS

A. The Board of Directors of the Condominium Association may enter into a Contract with any firm, person or corporation or may join with other Condominium Associations and entities, in contracting for the maintenance and repair of the Condominium Property(s), and other type properties, and may contract for or may join with other Condominium Associations and entities in contracting for the management of the Condominium Property(s) and other type properties, and may delegate to the Condominium Developer or Manager all the powers and duties of the Condominium Association, except such as are specifically required by this Declaration, or by the By-Laws, to have the approval of the Board of Directors or the membership of the Condominium Association. The Condominium Developer or Manager may be authorized to determine the budget, make assessments for Common Expenses and collect assessments, as provided by this Declaration and By-Laws. The Condominium Association, through its Board of Directors, has entered into a Management Agreement attached hereto as Exhibit D.

B. There shall be no alterations or additions to the Common Elements or Limited Common Elements of this Condominium, where the cost thereof is in excess of ten percent (10%) of the annual budget of this Condominium for Common Expenses, as to this Condominium, except as authorized by the Board of Directors and approved by not less than seventy-five (75) percent of the Unit Owners of the Condominium; provided, the aforesaid alterations or additions do not prejudice the right of any Unit Owner unless his consent has been obtained. The cost of the foregoing shall be assessed as Common Expenses. Where any alteration or additions, as aforescribed - i.e., as to the Common Elements or Limited Common Elements of this Condominium are exclusively or substantially exclusively for the benefit of the Unit Owner(s) requesting same, then the cost of such alterations or additions shall be assessed against and collected solely from the Unit Owner(s) exclusively or substantially exclusively benefiting, and the assessment shall be levied in such proportions as may be determined as fair and equitable by the Board of Directors of the Condominium Association. Where such alterations or additions exclusively or substantially exclusively benefit Unit Owners requesting same, said alterations or additions shall only be made when authorized by the Board of Directors and approved by not less than seventy-five (75) percent of the Unit Owners exclusively or substantially exclusively benefiting therefrom, and where said Unit Owners are ten (10) or less, the approval of all but one shall be required. The foregoing is subject to the written approval of the Management Firm, as long as the Management Agreement remains in effect.

C. Each Unit Owner agrees as follows:

1. To maintain in good condition and repair, his Unit and all interior surfaces within or surrounding his Unit, including the porch (such as the surfaces of the walls, ceilings and floors) whether or not part of the Unit or the Common Elements and the entire interior of his Unit, and to maintain and repair the fixtures and equipment therein, which includes but is not



limited to the following, where applicable; air conditioning and heating units, refrigerators, stoves, fans, water heaters, dishwashers, and all other appliances, drains, plumbing fixtures and connections, sinks, all plumbing and water-lines within the Unit, electric panels, electric wiring and electric outlets and fixtures within the Unit, and including those within the porch; interior doors, exterior and interior of windows, screening and glass, including any screening, sliding glass doors, including the operating mechanisms, all exterior doors, (except the painting of exterior doors shall be a Common Expense of the Condominium) replace lights on the porch and pay for all his utilities - i.e., electric, water, sewage and telephone. Where a Unit is carpeted, the cost of maintaining and replacing the carpeting shall be borne by the Unit Owner as will any tile or linoleum or any other floor covering.

2. Not to make or cause to be made any structural addition or alteration to his Unit or to the Common Elements. Alterations within a Unit may be made with the prior written consent of the Management Firm or the Condominium Association, and all Mortgagees holding a mortgage on his Unit.

3. Unit Owner pledges that he will make no alterations in the water, gas, utilities, air conditioning or plumbing without consent of the Condominium Association and will make no structural or any other change, modification or alteration to any part of his Unit or his building which is to be maintained by the Condominium Association as set forth above, and that Unit Owner will not remove any portion thereof or add any additional structure or fixture thereto or do any act which may jeopardize or impair the safety or soundness of the building without first obtaining the written consent of the Condominium Association and the Unit Owners for whose benefit such easement exists or whose units are to be affected. A copy of plans for any such alteration or addition, prepared by an architect licensed to practice in the State of Florida shall be filed with the Condominium Association prior to commencement of the work. Provided, however, that if any structural addition is so made to the Unit, and thereby increases the maintenance obligations of the Condominium Association, the Condominium Association may increase the common expense charge for said Unit on a proportionate square-foot basis, as is then charged for Units of comparable size. Further, no Unit Owner will change the exterior appearance of his unit painting, adding wires or light fixtures, T.V. antennae, or air conditioning units, without consent of the Condominium Association.

4. To allow the Management Firm, the Board of Directors or the agents or employees of the Management Firm, or the Condominium Association, to enter into any Unit for the purpose of maintenance, inspection, repair, or replacement of the improvements within the Units or the Common Elements, or to determine in case of emergency, circumstances threatening Units or the Common Elements, or to determine compliance with the provisions of this Declaration and the By-Laws of the Condominium Association.

5. To show no signs, advertisements or notices of any type on the Common Elements or his Unit, and erect no exterior antenna or aerials, except as consented to by the Management Firm, as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Condominium Association.

6. The Unit Owner will promptly report to the Condominium Association or its agent any defect or deficiency which may need repair, for which the Condominium Association is responsible, as set forth above.

7. Nothing herein contained shall impose a contractual liability upon the Condominium Association for the maintenance, repair or replacement of the interior of any Unit or windows or appliances, it being understood that the liability or responsibility of the said Condominium Association for said items of any Unit shall be limited to damages caused as a result of the negligence of said Condominium Association.

D. In the event the Owner of a Unit fails to maintain said Unit and Limited Common Elements, as required herein, or makes any alterations without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Condominium Association, or the Management Firm, on behalf of the Condominium Association, and on its own behalf, shall have the right to proceed in a Court of equity for an injunction to seek compliance with the provisions hereof. In lieu thereof and in addition thereto, the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Condominium Association, shall have the right to levy an assessment against the owner of a Unit, and the Unit, for such necessary sums to remove any unauthorized addition or alterations, and to restore the property to good condition and repair. Said assessment shall have the same force and effect as all other special assessments. The Management Firm, for as long as the Management Agreement remains in effect, and thereafter, the Condominium Association, shall have the further right to have its employees or agents, or any sub-contractors appointed by it, enter a Unit at all reasonable times to do such work as is deemed necessary by the Management Firm, for as long as the Management Agreement remains in effect, and thereafter, by the Board of Directors of the Condominium Association, to enforce compliance with the provisions thereof.

E. The Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Condominium Association, shall determine the exterior color scheme of the building(s) and all exteriors, and shall be responsible for the maintenance thereof, and no Owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affixed thereto, without the written consent of the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Condominium Association.

F. The Condominium Association shall be responsible for the maintenance, replacement and repair of the Common Elements and all portions of the Condominium Property not required to be maintained, repaired or replaced by the Unit Owner(s); however, said responsibility has been undertaken by the Management Firm for the period of time provided in the Management Agreement attached hereto as Exhibit D.

XX

#### TERMINATION

This Condominium may be voluntarily terminated in the manner provided for in Section 16 of the Condominium Act, at any time, however, the written consent of the Management Firm shall also be required. In addition thereto, when there has been "very substantial" damage, as defined in Article XVIII B (6) above, this Condominium shall be subject to termination, as provided in said XVIII B (6), and in this event, the consent of the Management Firm shall

not be required. In addition thereof, if the proposed voluntary termination is submitted to a meeting of the membership of the Condominium Association, pursuant to a notice, and is approved in writing within sixty (60) days of said meeting, by three-fourths (3/4ths) of the total vote of the members of the Condominium Association, and by all Institutional Mortgagees and the Management Firm, then the Condominium Association and the approving Owners, and the Management Firm, if it desires, shall have an option to purchase all of the parcels of the other owners within a period expiring one-hundred twenty (120) days from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the option is exercised, the approvals shall be irrevocable. The option shall be exercised upon the following terms:

A. Exercise of Option. An Agreement to Purchase, executed by the Condominium Association and/or the record owners of the parcels who will participate in the purchase, or the Management Firm, shall be delivered by personal delivery, or mailed by certified or registered mail, to each of the record owners of the parcels to be purchased, and such delivery shall be deemed the exercise of the option. The Agreement shall indicate which parcels will be purchased by each participating owner and/or the Condominium Association or the Management Firm, and shall require the purchase of all parcels owned by owners not approving the termination, but the Agreement shall effect a separate Contract between each Seller and his Purchaser.

B. Price. The sale price for each parcel shall be the fair market value determined by agreement between the Seller and the Purchaser within thirty (30) days from the delivery or mailing of such Agreement; and in the absence of agreement as to price, it shall be determined by Appraisers appointed by the Senior Judge of the Circuit Court in and for Seminole County, Florida, on the Petition of the Seller. The expenses of appraisal shall be paid by the Purchaser.

C. Payment. The purchase price shall be paid in cash.

D. Closing. The sale shall be closed within thirty (30) days following the determination of the sale price.

## XXI

### AMENDMENTS TO DECLARATION

Except as elsewhere provided otherwise, the Declaration of Condominium 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 at which a proposed amendment is considered.

B. A resolution for the adoption of a proposed amendment by either the Board of Directors of the Condominium Association or by the members of the Condominium Association. Directors and members not present in person or by proxy 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 elsewhere provided, such approvals must be either by:

1. Not less than eighty percent (80%) of the entire membership of the Board of Directors, and not less than a majority of the votes of the Unit Owners in attendance or by proxy, or,

2. Until the first election of Directors by the members by a majority of the Directors selected by the Condominium Developer, provided the amendment does not increase the number of Units nor alter the boundaries of the Common Elements.

C. Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner, nor against any Unit, class, or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it, nor increase the owner's share of the Common Expenses, unless the record owner of the Unit concerned and all record owners of mortgages on such Unit shall consent in the execution of the amendment. Neither shall an amendment make any change in the Article entitled, "Reconstruction or Repair After Casualty", unless the record owners of all mortgages upon the Condominium shall consent in the execution of the amendment.

D. Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Condominium Association with the formalities of a deed. The amendment shall be effective when such certificate and copy of the the amendment are recorded in the Public Records of Seminole County, Florida.

E. All amendments of this Declaration must be approved by all holders of Institutional Mortgages encumbering properties dedicated to Condominium use herein.

## XXII

### MANAGEMENT AGREEMENT

The Condominium Association has entered into a Management Agreement with New Leaf Maintenance Company, a Florida corporation, an executed copy of which is annexed hereto as Exhibit "D", and made a part hereof.

The Condominium Association has delegated to the Management Firm the power of the Condominium Association, through its Board of Directors, to determine the budget, make assessments for Common Expenses and collect assessment, for those periods of time as provided in this Declaration and the Exhibits attached hereto, including the Management Agreement. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, including but not limited to:

A. Adopting, ratifying, confirming and consenting to the execution of said Management Agreement by the Condominium Association.

B. Covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by Unit Owners in the cases provided therefor in said Management Agreement.

C. Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof, including the Manager's fee are reasonable.

D. Agreeing that the persons acting as Directors and Officers of the Condominium Association entering into such Agreement have not breached any of their duties or obligations to the Condominium Association. It is specifically recognized that some or all of the persons comprising the original Board of Directors and the Officers of the Condominium Association, may be owners of some or all of the stock of Development Enterprises, Incorporated a Florida Corporation, and are or may be some of the Officers and Directors of said Management Firm, and that circumstances shall not and cannot be construed as a breach of their duties and obligations to the Condominium Association, nor as possible grounds to invalidate the Management Agreement, in whole or in part. The Condominium Association and each Unit Owner further agree that the phrases "for a period of time specified in the Management Agreement", and "as long as the Management Agreement remains in effect" shall mean and include any renewal or extension of the Management Agreement attached hereto.

The Condominium Association and Unit Owners further agree that the monthly assessments to be paid by Unit Owners for Common Expenses may include such special assessments incurred by Unit Owners for charges for guests and invitees of said Unit Owner, or temporary residents in said Unit, as to their use of the facilities, and for any special services and charges.

#### XXIII

#### MISCELLANEOUS PROVISIONS

A. The Owners of the respective Condominium Units shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter wall, floors and ceilings surrounding their respective Condominium Units, nor shall the Unit Owner be deemed to own pipes, wires, conduits or other public utility lines running through said respective Condominium Units which are utilized for or serve more than one Condominium Unit, which items are, by these presents, hereby made a part of the Common Elements. Said Unit Owner, however, shall be deemed to own the walls and partitions which are contained in said Unit Owner's Condominium Unit, and shall also be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, etc.; however, all load-bearing walls located within a Condominium Unit are a part of the Common Elements to the unfinished surface of said walls.

B. The Owners of the respective Condominium Units agree that if any portion of a Condominium Unit or Common Element or Limited Common Element encroached upon another, a valid easement for the encroachment and maintenance of same, so long as it stands, shall and does exist. In the event a Condominium building or buildings are partially or totally destroyed and then re-built, the Owners of the Condominium Parcels agree that encroachments on parts of the Common Elements or Limited Common Elements or Condominium Units, as aforescribed, due to construction, shall be permitted, and that a valid easement for said encroachments and the maintenance thereof shall exist.

C. No Owner of a Condominium Parcel may exempt himself from liability for his contribution toward the Common Expenses by waiver of the use and enjoyment of any of the Common Elements or the recreational facilities, or by the abandonment of his Condominium Unit.

D. The Owners of each and every Condominium Parcel shall file a return for the purpose of ad valorem taxes with the Tax Assessor of the County wherein the Condominium is situate, or for such future legally authorized governmental officer of authority having jurisdiction over the same. Nothing herein shall be construed, however, as giving to any Unit Owner the right of contribution or any right of adjustment against any other Unit Owner on account of any deviation by the taxing authorities from the valuation herein prescribed, each Unit Owner shall pay ad valorem taxes and special assessments as are separately assessed against his Condominium Parcel.

For the purposes of ad valorem taxation, the interest of the Owner of a Condominium Parcel, in his Condominium Unit and in the Common Elements shall be considered a Unit. The value of said Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as have been assigned to said Unit and as set forth in this Declaration. The total of all of said percentages equals 100% of the value of all of the land and improvements thereon.

E. All provisions of this Declaration and Exhibits attached hereto, and Amendments thereof, shall be construed to be covenants running with the land, and of every part thereof and interest therein, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of said Declaration and Exhibits annexed hereto and Amendments thereof.

F. If any of the provisions of this Declaration, or of the By-Laws, and Management Agreement attached hereto, or of the Condominium Act, or any section, sentence, clause, phrase, or word, or the application thereof, in any circumstance, is held invalid, the validity of the remainder of this Declaration, the By-Laws, and Management Agreement, or the Condominium Act, and of the application of any such provision, action, sentence, clause, phrase or word, in other circumstances shall not be affected thereby.

G. Whenever notices are required to be sent hereunder, the same may be delivered to Unit Owners, either personally or by mail, addressed to such Unit Owners at their place of residence in the Condominium, unless the Unit Owner has, by written notice duly receipted for, specified a different address. Proof of such mailing or personal delivery by the Condominium Association or Management Firm, shall be given by the Affidavit of the person mailing or personally delivering said notices. Notices to the Condominium Association shall be delivered by mail to the Secretary of the Condominium Association, at the Secretary's residence in the Condominium, or in case of the Secretary's absence, then the President of the Condominium Association at his residence in the Condominium and in his absence, any member of the Board of Directors of the Condominium Association.

Notices to the Condominium Developer shall be delivered by mail to: Development Enterprises, Incorporated, P.O. Box 1621 Winter Park, Florida 32789; Attention: Warren E. Williams.

Notices to the Management Firm shall be delivered by mail to: P.O. 1621, Winter Park, Florida 32789; Attention: Warren E. Williams.

All notices shall be deemed and considered sent when mailed. Any party may change his or its mailing address by written notice, duly receipted for. Notices required to be given the personal representatives of a deceased owner or devisee, when there is no personal representative, may be delivered either personally or by mail, to such party at his or its address appearing in the records of the court wherein the Estate of such deceased owner is being administered.

The change of any mailing address of any party to this Declaration of Condominium shall not require an Amendment to this Declaration.

H. Nothing hereinabove set forth in this Declaration shall be construed as prohibiting the Condominium Developer or the Management Firm, as long as the Management Agreement remains in effect, and thereafter, the Board of Directors of the Condominium Association, from removing or authorizing the removal of any party wall between any Condominium Units in order that the said Units might be used together as one integral Unit. In each event, all assessments, voting rights and the share of the Common Elements shall be calculated as if such Units were as originally designated on the Exhibits attached to this Declaration, notwithstanding the fact that several Units are used as one, to the intent and purpose that the Unit Owner of such combined Units shall be treated as the Unit Owner of as many Units as have been so combined.

I. The "Remedy for Violation", provided for by Section 23 of the Condominium Act, shall be in full force and effect. In addition thereto, should the Condominium Association or the Management Firm, on behalf of the Condominium Association, or on its own behalf, find it necessary to bring a Court action to bring about compliance with the law, this Declaration and Exhibits attached to this Declaration upon a finding by the Court that the violation complained of is willful and deliberate, the Unit Owner so violating shall reimburse the Management Firm and the Condominium Association for reasonable Attorney's fees incurred by it in bringing such action, as determined by the Court.

J. The provisions of the Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a Condominium.

K. The captions used in this Declaration of Condominium and Exhibits annexed hereto, are inserted solely as a matter of convenience and shall not be relied upon and/or used in construing the effect or meaning of any of the text of this Declaration or Exhibits hereto annexed.

L. Where an Institutional First Mortgage, by some circumstance, fails to be a First Mortgage, but it is evident that it is intended to be a First Mortgage, it shall, nevertheless, for the purpose of this Declaration and Exhibits annexed, be deemed to be an Institutional First Mortgage.

M. If any term, covenant, provision, phrase or other element of the Condominium documents is held invalid or unenforceable for any reason whatsoever, such holding shall not be deemed to affect, alter, modify or impair in any manner whatsoever, any other term, provision, covenant or element of the Condominium Documents.

N. The Condominium Units shall be constructed according to the plans and specifications prepared by Masiello & Associates, but notwithstanding anything contained herein to the contrary, the Condominium Developer reserves the right to introduce and initiate in any Unit still owned by Condominium Developer changes in equipment, materials or brand names, without notification or obligation so long as such change complies with all applicable codes and regulations and such changes or substitutions are of at least equal quality to the equipment, materials or brand names of the initial plans and specifications.

O. THE CONDOMINIUM DEVELOPER SPECIFICALLY DISCLAIMS ANY INTENT TO HAVE MADE ANY WARRANTY OR REPRESENTATION IN CONNECTION WITH THE PROPERTY OF THE CONDOMINIUM DOCUMENTS, EXCEPT AS SPECIFICALLY SET FORTH THEREIN, AND NO PERSON SHALL RELY UPON ANY WARRANTY OR REPRESENTATION NOT SO SPECIFICALLY MADE THEREIN. ANY ESTIMATES OF COMMON EXPENSES, TAXES OR OTHER CHARGES ARE DEEMED ACCURATE, BUT NO WARRANTY OR GUARANTY IS MADE OR INTENDED, NOR MAY ONE BE RELIED UPON, EXCEPT WHERE SAME IS SPECIFICALLY WARRANTED OR GUARANTEED.

P. Notwithstanding the fact that the present provisions of the Condominium Act of the State of Florida are incorporated by reference and included herein thereby, the provisions of this Declaration and Exhibits thereto shall be paramount to the Condominium Act as to those provisions where permissive variances are permitted; otherwise, the provisions of said Condominium Act shall prevail and shall be deemed incorporated therein.

Q. No Condominium Parcel Owner shall bring, or, have any right to bring, any action for partition or division of the Condominium Property.

R. Any provisions herein which are in conflict with or violate the statute relating to Condominiums shall be null and void and of no further force or effect.

S. Notwithstanding anything contained herein to the contrary, so long as the Condominium Developer is a member or is in control of the Condominium Association, the Condominium Developer may amend the Declaration of Condominium without the formalities as set forth in the Declaration of Condominium for the purposes of curing any ambiguities or inconsistencies among or between the provisions contained in said Declaration of Condominium or amendments thereto, and make any reasonable amendments thereto, so long as such amendments conform to the general purposes and standards of the Declaration of Condominium.

T. Enforcement of the Declaration of Condominium shall be by any proceeding at law or in equity against any person or persons, violating or attempting to violate any term, condition or restriction, either to restrain violation or to remove damages and to enforce liens created by the terms and conditions of the Declaration of Condominium; and failure by the Condominium Association or any owner to enforce any of the terms, conditions or restrictions of the Declaration of Condominium shall in no event be termed a waiver of the right to do so thereafter. Any such persons violating or requiring action to restrain violations, shall be liable for all costs incurred by the Condominium Association or Owners, including but not limited to a reasonable attorney's fee.



U. The invalidity, violation, abandonment or waiver of any one or more of or any part of the Declaration of Condominium or its amendments shall not affect or impair such terms, conditions, restrictions or other provisions of said Declaration of Condominium or amendments thereto.

IN WITNESS WHEREOF, DEVELOPMENT ENTERPRISES, INCORPORATED, a Florida Corporation, has caused these presents to be signed in its name, by its Vice President, and its Corporate Seal affixed this \_\_\_\_ day of \_\_\_\_\_, 1973.

DEVELOPMENT ENTERPRISES, INCORPORATED

Signed, Sealed and Delivered in the presence of:

By: \_\_\_\_\_ (SEAL)  
Vice President

\_\_\_\_\_  
\_\_\_\_\_

STATE OF FLORIDA)  
COUNTY OF ORANGE)

Before me, the undersigned authority, personally appeared WARREN E. WILLIAMS, to me well known to be the person described in and who executed the foregoing instrument as Vice President of Development Enterprises, Incorporated, a Florida corporation, and he severally acknowledged before me that he executed such instrument as such officer of said Corporation, and that the seal affixed thereto is the Corporate Seal of said Corporation, and that it was affixed to said instrument by due and regular Corporate authority, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and official seal at said County and State, this the \_\_\_\_ day of \_\_\_\_\_, 1973.

My Commission Expires:

\_\_\_\_\_  
(SEAL)  
Notary Public  
State of Florida at Large

FOR GOOD AND VALUABLE CONSIDERATION, the receipt whereof is hereby acknowledged, Sheoah Highlands Four, Inc. a non-profit corporation for the operation of the Condominium, hereby agrees to accept all of the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration of Condominium and Exhibits attached hereto.

IN WITNESS WHEREOF, the above named Corporation has caused these presents to be signed in its name by its President, attested by its Secretary, this \_\_\_\_ day of \_\_\_\_\_, 1973.

Executed in the presence of:

SHEOAH HIGHLANDS FOUR, INC.

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
President

\_\_\_\_\_  
Assistant Secretary

STATE OF FLORIDA)  
COUNTY OF ORANGE)

Before me, the undersigned authority, personally appeared WARREN E. WILLIAMS and ANNETTE M. DONOHO, to me well known to be the persons described in and who executed the foregoing instrument as President and Assistant Secretary respectively of Sheoah Highlands Four, Inc., and they severally acknowledged before me that they executed such instrument as such officers of said corporation, and that said instrument is the free act and deed of said corporation.

WITNESS my hand and seal, at the State and County aforesaid, this \_\_\_\_\_ day of \_\_\_\_\_, 1973.

\_\_\_\_\_  
Notary Public  
State of Florida at Large

My Commission Expires:

Executed in the presence of:

FIRST FEDERAL SAVINGS & LOAN  
ASSOCIATION OF ORLANDO

By: \_\_\_\_\_  
Vice President

\_\_\_\_\_  
Sworn to and subscribed  
before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 1973.

\_\_\_\_\_  
Notary Public

My Commission Expires: