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SEMINOLE CO. FL.

DECLARATION OF CONDOMINIUM

OF

LAZY OAKS CONDOMINIUM

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THIS DECLARATION OF CONDOMINIUM, made this 30th day of July, 1981, by LAZY OAKS, LTD. hereinafter referred to as "Developer", for itself and its successors and assigns,

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property located in Seminole County, Florida described in Exhibit A attached hereto and by this reference made a part thereof (hereinafter referred to as the "subject property"); and

WHEREAS, Developer now desires to create Lazy Oaks Condominium, by submitting the subject property, together with the improvements constructed thereon (hereinafter referred to as the "condominium property"), to condominium ownership and use, pursuant to Chapter 718, Florida Statutes (hereinafter sometimes called the "Act");

NOW, THEREFORE, Developer hereby makes the following Declaration of Condominium:

ARTICLE I

STATEMENT SUBMITTING THE CONDOMINIUM

PROPERTY TO CONDOMINIUM OWNERSHIP

Developer, in accordance with the Act hereby submits the condominium property to condominium ownership and hereby makes and declares the restrictions, reservations, covenants, conditions and easements set out hereafter as applicable to said property which will be known as Lazy Oaks Condominium according to this Declaration and the exhibits hereto.

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning interests in the property, and in consideration of receiving and by acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns, and all parties claiming by, through or under such persons, agree to be bound by all the provisions hereof. Both the burdens imposed and the benefits created hereby shall run with each Unit and each Unit's appurtenant interest in the common elements.

① Jan den Burg
P.O. Box 2193
Deland
Hay v Burke

ARTICLE II

CONDOMINIUM NAME

The name of this condominium is "Lazy Oaks Condominium". It is hereafter called "the Condominium".

ARTICLE III

CONDOMINIUM IMPROVEMENTS

The Condominium consists of the land located in Seminole County, Florida, which is more fully described in Exhibit A hereto together with the improvements constructed thereon as hereinafter described which includes the units; and the common elements. The principal improvements consist of unit buildings containing residential units (each of which shall hereafter be referred to as the "Units), driveways, parking areas, walkways and other improvements, as shown on the survey, plot plan and drawings attached hereto as Exhibit B.

ARTICLE IV

DEFINITIONS

The terms as used herein, or elsewhere in the condominium documents, shall have the meanings as set out in the Act. All other definitions not set forth in the Act shall be set out in the body of these condominium documents. If any definition in the condominium documents conflicts with a definition in the Act, the definition in the condominium documents shall prevail and govern the interpretation of the condominium documents.

ARTICLE V

UNITS AND UNIT IDENTIFICATION

5.1. Unit Designation. There are thirteen (13) condominium unit buildings in the Condominium. Nine (9) buildings have one (1) floor and four (4) buildings have two (2) floors. There are seventy-eight (78) condominium units located in these buildings, each unit being identified by the number assigned to such Unit as shown on Exhibit B. There are two (2) different unit floor plans, described as Floor Plans Types F (flats) and TH (townhouses) respectively. The letter "R" when used in conjunction with the floor plan type reflects the fact that the floor plan as shown on the attached exhibit B is reversed. The unit designations are as follows:

<u>UNIT NUMBER</u>	<u>BLDG. NUMBER</u>	<u>FLOOR PLAN TYPE</u>	<u>NO. OF BEDROOMS</u>	<u>NO. OF BATHROOMS</u>
5102	1	F	2	2
5104	1	FR	2	2
5106	1	F	2	2
5108	2	F	2	2
5110	2	FR	2	2
5112	2	F	2	2
5114	2	FR	2	2
5116	2	F	2	2
5118	2	FR	2	2

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UNIT NUMBER	BLDG. NUMBER	FLOOR PLAN TYPE	NO. OF BEDROOMS	NO. OF BATHROOMS
5120	3	F	2	2
5122	3	FR	2	2
5124	3	F	2	2
5130	4	F	2	2
5132	4	FR	2	2
5134	4	F	2	2
5136	4	FR	2	2
5138	4	F	2	2
5140	4	FR	2	2
5133	5	FR	2	2
5135	5	F	2	2
5137	5	FR	2	2
5139	5	F	2	2
5121	6	TH	2	2 1/2
5123	6	THR	2	2 1/2
5125	6	TH	2	2 1/2
5127	6	THR	2	2 1/2
5129	6	TH	2	2 1/2
5131	6	THR	2	2 1/2
5103	7	FR	2	2
5105	7	F	2	2
5107	7	FR	2	2
5109	7	F	2	2
5111	7	FR	2	2
5113	7	F	2	2
5141	8	FR	2	2
5143	8	F	2	2
5145	8	FR	2	2
5147	8	F	2	2
5149	8	FR	2	2
5151	8	F	2	2
5153	9	FR	2	2
5155	9	F	2	2
5157	9	FR	2	2
5159	9	F	2	2
5160	10	THR	2	2 1/2
5162	10	TH	2	2 1/2
5164	10	THR	2	2 1/2
5166	10	TH	2	2 1/2
5168	10	THR	2	2 1/2
5170	10	TH	2	2 1/2
5172	10	THR	2	2 1/2
5174	10	TH	2	2 1/2
5161	11	TH	2	2 1/2
5163	11	THR	2	2 1/2
5165	11	TH	2	2 1/2
5167	11	THR	2	2 1/2
5169	11	TH	2	2 1/2
5171	11	THR	2	2 1/2
5173	11	TH	2	2 1/2
5175	11	THR	2	2 1/2
5200	12	THR	2	2 1/2
5202	12	TH	2	2 1/2
5204	12	THR	2	2 1/2
5206	12	TH	2	2 1/2
5208	12	THR	2	2 1/2
5210	12	TH	2	2 1/2
5212	12	THR	2	2 1/2
5214	12	TH	2	2 1/2
5216	12	THR	2	2 1/2
5218	12	TH	2	2 1/2

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<u>UNIT NUMBER</u>	<u>BLDG. NUMBER</u>	<u>FLOOR PLAN TYPE</u>	<u>NO. OF BEDROOMS</u>	<u>NO. OF BATHROOMS</u>
5180	13	F	2	2
5182	13	FR	2	2
5184	13	F	2	2
5186	13	FR	2	2
5188	13	F	2	2
5190	13	FR	2	2
5192	13	F	2	2
5194	13	FR	2	2

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5.2. Unit Boundaries. Each unit shall consist of the space bounded on the perimeter by the vertical projections of the Unit boundary lines as shown on the drawings included in Exhibit B hereto and bounded at the bottom and top by the horizontal planes at the floor and ceiling elevations as set forth in Exhibit B. The said Boundaries are more particularly described as follows:

(A) Upper Boundary - the upper boundary of each unit shall be the plane or planes of the top of the first layer of ceiling sheet rock or other substitute ceiling surface (excluding insulation) extended to the intersection of such plane or planes with the perimetrical boundary of the Unit as hereinafter described.

(B) Lower Boundary - the lower boundary of each unit shall be the horizontal plane of the unfinished floor extended to the intersection of such plane with the perimetrical boundary of the Unit as hereinafter described.

(C) Perimetrical Boundaries - the perimetrical boundaries of the Unit shall be the back vertical planes of the first layer of the sheet rock or other substitute wall surface of the walls bounding the Unit and the interior surfaces of the Unit's windows and doors that abut the exterior of the building, common areas, or limited common areas, extended to intersections with each other and with the upper and lower boundaries.

Interior partitions and walls shall be part of the Unit. The garage attached to each unit with a Floor Plan Type F (flat) shall be part of the Unit, but the covered carport attached to each unit with a Floor Plan Type TH (townhouse) shall not be part of the unit.

5.3. Physical Combination of Units. The Developer (or any other person owning two or more contiguous Units who shall first have obtained the consent of the Association) may construct doorways and openings in the party walls separating said two or more Units in order that said two or more Units may be used as a single residence, provided that the structural soundness and safety of the building shall not be impaired. However, for all purposes hereunder, the one or more Units so converted into a single residence shall continue to be deemed separate Units.

5.4 Other Interests and Rights Appurtenant to Units. An undivided interest in the common elements (as set forth in Article VIII) is hereby declared to be appurtenant to each Unit. Each Unit together with the undivided interest and share in the common elements and limited common elements appurtenant thereto shall constitute a condominium parcel. The owner of each condominium parcel shall also own an undivided share of the common surplus of the condominium and shall enjoy the voting rights assigned to such Unit by the Association, all as more particularly set forth hereinafter. In no event may any Unit's undivided interest in the common elements, or limited common elements, or any condominium

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parcel's undivided interest in the common surplus of the condominium, or enjoyment of the voting rights assigned to it be separated or partitioned from the ownership of the Unit to which the same are appurtenant and no such interests or rights shall be conveyed separately from the Unit and such interests and rights shall be deemed conveyed, devised, encumbered or otherwise included with the Unit even though such interests and rights are not expressly mentioned or described in the conveyance or other instrument. Moreover, any deed, mortgage or other instrument, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit. The Developer hereby, and each subsequent owner of any interest in a Unit by acceptance of a conveyance or otherwise acquiring such interest, waives the right of partition of any interest in the common elements and limited common elements under the laws of the State of Florida as it exists now or hereafter until the condominium is terminated according to the provisions hereof or by law. Additionally, no unit may be partitioned or subdivided without the prior written approval of the holder of the first mortgage lien on the unit.

5.5. Alteration of Unit Plans. The interior plan of a unit may be changed by its owner. No unit may be subdivided. Any change that is made within a unit shall also comply with the requirements of the article concerning Maintenance, Alteration and Improvement. Subject to the provisions of Article XI and Section 21.3 hereof the Developer reserves the right to make changes within units during construction of the building as long as those changes have been approved by the purchaser affected by the change.

5.6. Limited Common Elements. The covered carports, patios and grass areas as shown on Exhibit B, are limited common elements appurtenant to those units which they abut, the use of which is restricted to the units to which they are appurtenant. Day to day upkeep of each covered carport, patio and grass area shall be the exclusive responsibility of the unit owner or owners to which that covered carport, patio or grass area shall be appurtenant. The maintenance and repair of the same shall be as with all other common elements.

ARTICLE VI

SURVEY PLOT PLAN AND GRAPHIC DESCRIPTION

A plot plan and survey of the entire premises showing the land submitted hereby to condominium ownership and the buildings and improvements thereon and drawings depicting the condominium buildings, the respective Units therein, the common elements and limited common elements are attached hereto as Exhibit B and are collectively referred to as the "plot plan and survey."

ARTICLE VII

EASEMENTS

7.1. Easements for the Benefit of Unit Owners. Owners and lessees of

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Units in the Condominium and the members of their families and servants residing in said Units and the guests and invitees of the foregoing shall be entitled:

(A) to use all driveways on the common elements for vehicular traffic and parking;

(B) to use all walkways on the common elements for pedestrian ingress to and egress from the Units from and to the public way and from and to other portions of the condominium property; and

(C) to use the balance of the common elements for the purposes for which the same were designed and intended;

provided, however, that the use thereof shall be non-exclusive and shall be subject to reasonable rules and regulations of the Association, including the right to limit or prohibit the use thereof for failure to comply with the Act, Declaration, Articles of Incorporation, By-Laws and all terms hereof, and further provided, however, that the limited common elements shall be appurtenant to individual units as described herein. In addition each Unit shall, upon paying charges for utility services imposed by those companies and entities providing such services be entitled to utility services from time to time provided over utility easements serving such Unit.

7.2. Creation Modification or Moving of Easements by Association and Unit Owners. The Board of Directors (or the owners of Units in the condominium acting by the written consent of the owners of seventy-five percent (75%) of the Units in the Condominium) shall have the right to: create new easements or modify or move existing easements for ingress and egress or for utilities across and through the condominium property, provided, however, that the creation thereof shall be subject to the limitations set forth in Sections 7.3 and 7.4 hereof and provided this subsection does not authorize the association to modify or move any easement created in whole or in part for the use or benefit of anyone other than the unit owners, or crossing the property of anyone other than the unit owners, without their consent or approval as required by law or the instrument creating the easement.

7.3. Easements for Utility Services. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately, provided, however, such easements through a Unit shall only be located as presently constructed unless approved in writing by the owner of such Unit. As used herein, the term "utility services" shall include, but shall not be limited to, water, storm sewer, sewer, telephone, cable television, natural gas, and electrical service.

7.4. Limitations. The creation of new easements and the promulgation of

rules and regulations shall be subject to the following limitations:

(A) pedestrian ingress to and egress from a Unit shall not unreasonably be interfered with;

(B) vehicular ingress to and egress from any parking space appurtenant to a unit shall not unreasonably be interfered with;

(C) all rules and regulations pertaining to the use of the common elements shall apply equally to all Unit owners and lessees as a class; rules and regulations of general applicability may be made restricting the rights of guests to use the common elements and rules relating to the use of the common elements by minors may also be made.

7.5. Encroachments. If any portion of the common elements encroaches upon one or more Units, or if one or more Units encroaches upon a portion of the common elements or another Unit, then a valid easement for the encroachment and for the maintenance and use of the same shall exist so long as the encroachment continues to exist. In the event a building is partially destroyed and then rebuilt, minor encroachments due to construction, settlement, or slight physical change, shall be permitted and a valid easement for said encroachment, and for the maintenance and use of same shall exist so long as the encroachment continues to exist.

7.6. Support. Every portion of a Unit contributing to the support of the building shall be burdened with an easement of support for the benefit of all other units and common elements in the building, and vice versa.

7.7. Easement to Air Space. The appurtenances to a Unit shall include an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

7.8. Easements through Units. If there shall be located within the boundaries of any Unit, as originally constructed, any conduits, ducts, plumbing, wiring, or other facilities for the furnishing of utility services to other Units, or to the common elements, or to the limited common elements, an easement in favor of the Association and the other Unit owners shall exist therefor and an easement of access to and through such Unit for the repair and maintenance of the foregoing shall exist in favor of the Association. Such access to the Unit shall be only during reasonable hours except that access may be had at any time in case of emergency. Additionally, the Association shall have an easement for the purposes of performing all duties delegated to it herein and for the further purpose of effecting any emergency or other necessary repairs which the Unit owner has failed to perform.

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ARTICLE VIII

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OWNERSHIP OF COMMON ELEMENTS

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The owner of each Unit in the Condominium shall own the undivided share of the common elements and the limited common elements of the condominium property as shown on Exhibit C attached hereto. The common elements shall include the land and all other parts of the condominium not within the units or the limited common elements.

ARTICLE IX

COMMON EXPENSES AND COMMON SURPLUS

9.1. Common Expenses. Each Unit owner shall be liable to the Association for his share of the common expenses of the Condominium as shown on Exhibit C attached hereto. The common expenses of the Condominium shall consist of all expenses of the Association incurred with respect to the common elements of the Condominium, including, but not limited to, taxes, insurance, maintenance, repairs and replacements, and other expenses referable to the condominium property except for expenses for which the Unit owners are individually responsible. No Unit owner may be excused from payment of his proportionate share of the common expenses of the Condominium unless all Unit owners are likewise proportionately excused.

9.2. Common Surplus. Each unit owner shall own the common surplus of the condominium in the share as shown on Exhibit C attached hereto. The term "common surplus" shall mean the excess of all receipts of the Association (including, but not limited to, assessments, rents, profits and revenues) received on account of the common elements or received with respect to the condominium property of the Condominium (including assessments which include the share of the Association's operating expenses apportioned to said property), over the common expenses of the Condominium.

ARTICLE X

THE ASSOCIATION; ARTICLES; BY-LAWS; VOTING RIGHTS

10.1. The Association. The responsibility for the management, operation and control of the Condominium is hereby vested in a Florida not-for-profit corporation incorporated under the name Lazy Oaks Condominium Association, Inc. (herein called the "Association"). The Association shall engage in said activities as agent of the unit owners in said Condominium.

10.2. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit D.

10.3. By-laws A copy of the By-laws of the Association is attached hereto as Exhibit E. The By-laws may be amended as provided therein.

10.4. Amendments. No amendment to the Articles of Incorporation or

By-laws shall be made or become effective unless the same is duly adopted as provided in the Articles of Incorporation and the By-laws.

10.5. Voting Rights. Each owner of a condominium unit shall be a member of the Association and each Unit in the Condominium shall carry with it a single voting membership in the Association which membership shall carry with it the right to vote on matters upon which the member-unit owners shall be entitled to vote. If a single Unit shall be owned of record by more than one person, a majority in interest of such record owners shall sign and deliver to the Association a written designation setting forth the name and address of the one of them who shall be designated as their proxy for purposes of casting the vote appurtenant to such Unit. The rights of members to vote and control the Association are subject to the limitations set forth in the provisions hereof and of the Articles of Incorporation and By-laws relating to control of the Association by the Developer. The Association shall not be entitled to vote with respect to any unit it may own.

Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

10.7. Agreements and Actions. Except as may be provided by law, all agreements lawfully made and all actions lawfully taken by the Association shall be binding on all Unit owners, lessees, and others having an interest in any property of the condominium or the privilege of possession and enjoyment of any part thereof, their heirs, executors, administrators, successors, and assigns. Each owner, tenant, or other occupant of a Unit shall be bound to comply with the decisions or resolutions of the Association as the same may appear from time to time and failure to do so shall be grounds for an action by the Association or by one or more other Unit owners to recover damages or obtain injunctive and equitable relief. The failure of the Association or any Unit owner to enforce any covenant or provision of the Act, Declaration, Articles of Incorporation, By-laws, or regulations, shall not constitute a waiver of the right to do so thereafter, or the waiver of any other right hereunder.

10.8. Regulations. Reasonable regulations concerning the use of the Units, common elements, and limited common elements and any other property owned, leased or controlled by the Association for the enjoyment, recreation or other use or benefit of its members, may be made and amended from time to time by the Association. Copies of such regulations and amendments thereto shall be furnished by the Association to all members. Such regulations may include a reasonable fee for the use of the common elements.

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10.9. Latent Defects. Notwithstanding any duty of the Association or the Developer to maintain and repair certain parts of the condominium property, neither the Association, nor the Developer, nor any officer, director, agent or employee thereof shall be liable to the Unit owners or any other person whatsoever for injury or damage caused by any latent condition of the property or caused by any condition created by any Unit owner or any other person provided, however, that this provision shall not be deemed to relieve the Association from any obligation imposed upon it to maintain and to repair damage to the common elements. The Association and the Developer, and all officers, directors, agents and employees thereof shall be held harmless from expenses, loss or liability by reason of having acted in such capacity and shall be indemnified by all owners (as a common expense) against all expenses and liability, including reasonable attorneys' fees, incurred by or imposed in connection with any proceeding to which it or they may be a party, or have become involved by reason of acting in such capacity, whether or not it or they are acting in such capacity at the time such expenses are incurred, except in such cases wherein the expense and liability arises from a proceeding in which such entity or individual is adjudged guilty of willful misfeasance or malfeasance. The Association may obtain bonding of such persons as it may require or deem desirable.

10.10. Restraint upon Assignment of Shares in Assets. 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.

10.11. Approval or disapproval of matters. Whenever the decision of a Unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration or by the Act.

10.12. Powers, Duties and Obligations of the Association. The Association shall have all the powers duties and obligations as are provided for in the Condominium Act, the Florida Statutes, this Declaration, the Articles of Incorporation and By-laws. These shall include but shall not be limited by the following:

A. Purchase of Land. The Association has the power to purchase any land or recreation lease upon the approval of two-thirds of the unit owners of the condominium.

B. Financial Records and Reports. The Association shall maintain accounting records for the condominium according to good accounting practices.

The records shall be open to inspection by unit owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives. The records shall include, but are not limited to:

- a) A record of all receipts and expenditures.
- b) An account for each unit, designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

Additionally at such time as is provided in the By-laws of the Association, the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous 12 months. 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 as provided in the By-laws of the Association. Any institutional holder of a first mortgage on a unit shall, upon request, be entitled to: (a) inspect the books and records of the condominium during normal business hours; and (b) receive copies of all financial reports; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

ARTICLE XI

AMENDMENTS TO DECLARATION

11.1. Amendments. Except as otherwise permitted or prohibited herein or as otherwise permitted or prohibited by the Act, this Declaration of Condominium may be amended only in the manner set forth in the following sections of this Article.

11.2. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any regular or special meeting of the unit owners at which a proposed amendment is to be considered. Notice shall be given in the form and manner as provided for in the By-laws for such meetings.

11.3. Adoption of Amendment. A resolution for the adoption of a proposed amendment and demand for a vote on the same may be made by either the Board of Directors of the Association or by any member of the Association. Except as elsewhere provided herein or in the Act, such amendments may only be adopted upon approval by the owners of two-thirds of the total number of units.

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11.4. Proviso. Provided, however, that no amendment shall discriminate against any Unit owner nor against any Unit or class or group of Units, unless the Unit owners so affected shall consent; and no amendment shall change the configuration or size of any Unit nor the share in the common elements appurtenant to it, nor change the owner's share of the common expenses or common surplus unless the record owners of the Unit concerned and all record owners of liens on such Unit shall join in the execution of the amendment and unless all the record owners of all other units and all other holders of first mortgages approve the amendment. No amendment shall make any change in Article XIII entitled "Insurance" nor in Article XIV entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. No amendment which impairs the rights of the Developer shall be permitted unless the Developer consents thereto in writing. Further, no amendment which impairs the rights of a Mortgage holder shall be permitted unless the Mortgage holder consents thereto in writing.

11.5. Execution and recording. Except as otherwise provided for in the Declaration, or the Act, a copy of each approved amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall include the recording data identifying the declaration and shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective only when such certificate and copy of the amendment are recorded in the Public Records of Seminole County, Florida.

11.6. Exception. The above provisions notwithstanding, if it appears that through scrivener's error a unit has not been designated as owning an appropriate undivided share of the common elements or does not bear an appropriate share of the common expenses or that all the common expenses or interest in the common surplus or all of the common elements in the condominium have not been distributed in the declaration, so that the sum total of the shares of common elements which have been distributed or the sum total of the shares of the common expenses or ownership of common surplus fails to equal 100 percent, or if it appears that more than 100 percent of common elements or common expenses or ownership of the common surplus have been distributed, the error may be corrected by filing an amendment to the declaration approved by the board of directors or a majority of the unit owners. To be effective, the amendment must be executed by the Association and the owners of the units and the owners of mortgages thereon affected by the modifications being made in the shares of common

elements, common expenses, or common surplus. No other unit owner is required to join in or execute the amendment.

11.7. Secret ballot. Any vote to amend the declaration of condominium relating to a change in percentage of ownership in the common elements or sharing of the common expense shall be conducted by secret ballot.

11.8. Increasing Common Elements. The common elements designated by this declaration may be enlarged by an amendment to the declaration. The amendment must describe the interest in the property and must submit the property to the terms of the declaration. The amendment must be approved and executed as provided in this article. The amendment divests the Association of title to the land and vests title in the Unit owners as part of the common elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the common elements that are appurtenant to the unit owned by them.

ARTICLE XII

MAINTENANCE

12.1. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as set forth in the following sections of this Article.

12.2. Maintenance and Repair of Units. The owner of each Unit 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 adversely affect the condominium, the other Unit owners or the Association and its members. The owner of each Unit shall be responsible for any damages caused by a failure so to maintain such Unit. 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 all exterior doors, and all air conditioning and heating equipment, stoves, refrigerators, fans, and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his Unit and which may now or hereafter be situated in his Unit. The owner of each Unit shall further be responsible and liable for maintenance, repair and replacement of any and all finished interior surfaces of walls, ceilings and floors in such Unit, the first layer of sheet rock or other substitute wall surface, decorations, furnishings, and all other fixtures and accessories within such Unit. The Association shall be responsible for insect and pest control within each unit and the common areas. Each unit owner hereby grants to the Association and the Associations' designee the right to enter into each unit

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during normal business hours for this purpose. Wherever 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 Association, the proceeds of the insurance received by Association, or the Insurance Trustee, hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. There is, or may be, appurtenant to a Unit air conditioning equipment serving such Unit which may be located upon the common elements. The owner of such Unit shall keep such air conditioning equipment in good repair and working order and an easement is hereby granted in favor of each such unit for the purpose of maintenance, repair or replacement of the said air conditioning equipment.

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12.3. Maintenance and Repair of Common and Limited Common Elements. Except for the day to day upkeep of the limited common elements, the Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common and limited common elements appurtenant to each unit. Should any incidental damage be caused to any Unit by virtue of the Association's failure to maintain the common and limited common elements as herein required or by virtue of any work which may be done or caused to be done by Association in the maintenance, repair or replacement of any common or limited common elements the Association shall, at its expense, repair such incidental damage.

12.4. Alterations by Association. The Association, by action of its Board of Directors, may make minor and insubstantial alterations and improvements to the common elements, having a cost not in excess of Five Thousand Dollars. All other alterations and improvements must first be approved by the owners of two-thirds of the Units. No alteration or improvement may be made in the common elements which adversely affects the rights of the owner of any Unit to the enjoyment of his Unit or the common elements unless the owner and all mortgagees holding recorded mortgages on such Unit consent thereto in writing.

12.5. Owners Alterations. In order to preserve the architectural appearance of the condominium as the same was originally designed and constructed, no Unit owner

shall change, modify or alter the common elements or limited common elements in any way or manner whatsoever. Without intending to limit the generality of the foregoing, no Unit owner shall change, modify or alter the design and appearance of any of the exterior surfaces, facades and elevations, landscaping and planting, windows, or exterior doors; nor shall any Unit owner change the design or color of any exterior lights; nor shall he install, erect or attach to any part of the exterior or roof of any Unit any sort of radio or television aerial (whether for sending or receiving); nor shall any owner erect or construct any original construction; provided, however, that if the Board of Directors of the Association finds that it is not detrimental to the interests of the Association and its members, it may authorize a Unit owner to make such change, modification or alteration, provided that: (a) the alteration does not adversely affect the Association, any member thereof, or the Developer; (b) a copy of plans for any such alteration prepared by a licensed architect and a copy of the construction contract shall be filed with the Association and approved by its Board of Directors prior to commencement of the work; (c) the full cost of the same first placed in escrow with the Association; (d) the contract provides for a performance and payment bond in the full amount thereof.

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12.6. Maintenance and Management Agreement. The Association may at any time enter into such management or maintenance agreements as may be necessary or desirable for the administration, operation, and maintenance of the condominium. Any agreement for such management and/or maintenance shall be entered into pursuant to a resolution duly adopted by the Association's Board of Directors, which resolution shall call for the contract to contain as a minimum, all provisions as are from time to time called for by the Act and further a provision that any management agreement shall be for a term not to exceed one year, renewable by agreement of the parties for successive one year periods with the right of the Association to terminate the same for cause upon 30 days' written notice thereof. Notwithstanding any assignment of the Association's right to enforce the payment of assessments, the Association shall at all times retain the right to enforce the payment of assessments as it may be necessary from time to time to collect the same. In the event said Association shall enter into a management agreement, said agreement may provide that the manager and its designees may exercise any or all the powers and be responsible for the performance of any or all the duties of the officers of the Association unless prohibited by the Act, the Articles of Incorporation, the By-laws, or this Declaration. The manager shall be bonded in such amount as the Board of Directors of the Association shall reasonably require. While, not being an absolute requirement, the intent of this document is that, due to the complexity of operating a condominium, a professional manager or managing team be hired to assist the Association in the operation of the condominium.

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ARTICLE XIII

INSURANCE

13.1. Insurance, Generally. The insurance, other than title insurance, that shall be carried upon the condominium property and the property of the Unit owners shall be governed by the provisions set forth in the following sections.

13.2. Authority to Purchase; Named Insured. All insurance policies upon the condominium property (except as provided below) shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit owners and their respective mortgagees. Provision shall be made in casualty insurance policies for the issuance of mortgagee endorsements and memoranda of insurance to the unit owners and their respective mortgagees. All casualty insurance policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below or its successor trustee, when and as provided below and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners shall obtain coverage at their own expense upon their personal property, and for their personal liability and living expense.

13.3. Coverage.

(A) Hazard and Flood. All buildings and improvements upon the condominium property (including the portion thereof included within the Units other than Unit owner's personal items) and the improvements included in the common elements shall be insured against hazard/casualties (other than flood) in an amount equal to the maximum insurable replacement value thereof (including the value of excavations and foundations) and all personal property owned by the Association located upon the common elements shall be insured against casualty for the fair market value thereof, all as determined annually by the Board of Directors of the Association. Hazard coverage shall afford protection against:

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

(2) such other risks as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use as the buildings and improvements to be insured, including, but not limited to, vandalism and malicious mischief; and

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(3) All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

In addition to the aforesaid hazard insurance, the Association shall purchase flood insurance on said improvements in the maximum amount obtainable through the federal flood pool, if required, and may purchase said insurance if the Board of Directors shall determine such insurance is in the best interest of the Association. The said hazard insurance and flood insurance, if any, shall meet the following requirements:

(a) All policies shall be written with a company licensed to do business in the State of Florida and holding a rating of "AAA" or better by Best's Insurance Reports;

(b) All policies shall provide that the amount which the Association, individually and as agent for the Unit owners and their mortgagees, may realize under any insurance policy in force at any particular time shall not be decreased because of the existence of a policy purchased by any Unit owner at his own expense to provide coverage for improvements and betterments, personal property or living expenses.

(c) Each policy must be written in the name of the Association and payable to the Insurance Trustee for the benefit of said Association, the unit owners and their mortgagees, as their interest may appear;

(d) Each policy must include a schedule of the units, the names of the Unit owners, and their mortgagees, if any (provided, however, that it shall be the duty of each Unit owner and mortgagee to advise the Association of his or its interest in such unit in order that such Unit owner or mortgagee may derive the protection intended to be afforded by this requirement); and

(e) Each policy must provide that the insurer will not cancel, reduce or substitute coverage without first giving the Association and all mortgagees (named in mortgagee endorsements) thirty (30) days prior written notice thereof.

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(B) Liability. including but not limited to owned automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner, in such amounts and with such coverage as shall be determined annually by the Board of Directors of the Association, provided that said liability insurance shall always be maintained in the minimum amount of One Million (\$1,000,000.00) Dollars.

(C) Workmen's compensation policy to meet the requirements of law.

(D) Other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

13.4. Premiums. The premium cost for the above described insurance shall be allocated to all Units in the condominium as a common expense.

13.5. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such attorney, bank or trust company in Florida as may be appointed Insurance Trustee by the Board of Directors of the Association. The Insurance Trustee shall not be liable for the purchase of renewal of any insurance policies or for any failure to collect any insurance proceeds properly payable thereunder. The duty of the Insurance Trustee shall be to receive such insurance proceeds and damage assessments as are paid to it, and to hold and pay over the same, as provided herein and for the benefit of the unit owners and their mortgagees in the following shares:

(A) Unit owners. an undivided share for each Unit owner, that share being the same as the undivided share in the common elements appurtenant to his unit.

(B) Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a Unit and this is deposited with the Insurance Trustee, the share of the Unit owner shall be held in trust for the mortgagee and the Unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the Unit owner and mortgagee.

13.6. Association as Agent. The Association is irrevocably appointed agent for each Unit owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.7 Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "Reconstruction or Repair after Casualty."

ARTICLE XIV

RECONSTRUCTION OR REPAIR AFTER CASUALTY

14.1. Determination 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) Interior Betterments. If the only damage to the condominium property consists of damage to the interior of a unit or units then such damage shall be reconstructed or repaired.

(B) Common Elements, Other Than a Building. If the damaged improvement is a common element, other than a building, then the damaged property shall be reconstructed or repaired by the Association unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(C) Buildings.

(1) Lesser damage. If the damaged improvements consist of one or more buildings, and if the Units to which fifty percent (50%) or more of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired by the Association, unless, within sixty days after the casualty, it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated; it being understood that the fifty percent (50%) figure applies to all of the Units in the condominium, notwithstanding the fact that there are multiple buildings.

(2) Major damage. If the damaged improvements consist of one or more buildings, and if the Units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board

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of Directors to be not tenantable, then the damaged property will be reconstructed or repaired, unless within sixty days after the casualty the record owners of seventy-five percent (75%) of the common elements and the mortgagee holding the greatest number of the recorded mortgages on all Units, consent in writing to terminate the condominium; it being understood that the fifty percent (50%) figure applies to all of the units in the condominium, notwithstanding the fact that there are multiple buildings.

(D) Certificate. The Association shall issue a certificate, signed by its president and secretary, to the Insurance Trustee stating whether or not the damaged property is to be reconstructed or repaired.

14.2. Report of Damage. If any part of the condominium property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee. Additionally, in the event of substantial damage to or destruction of any unit, or any part of the common elements, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction. The report shall include the following information:

(A) Date and cause of damage

(B) Whether the damaged property will be reconstructed and repaired or the condominium terminated. If the damaged property will be reconstructed and repaired, the report shall include the following information:

(1) Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

(2) Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.

(3) Schedule of damage for which Unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.

14.3. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. If such original plans and specifications are not available, then plans and specifications shall be prepared to permit the reconstructed improvements to be as similar to the improvements prior to such damage or destruction as possible;

provided, however, that alterations may be made as hereinbefore provided.

14.5. Contract to Repair. Immediately after a determination is made to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain bids for, or negotiate, a fixed price contract or contracts for the necessary reconstruction repairs.

14.5. Assessments. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the Association, then prior to executing contracts for the reconstruction and repair, the following assessments shall be made. Assessments shall be made against all Unit owners on account of damage to the buildings and improvements on the condominium property in an aggregate amount, which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same; such aggregate amount shall be apportioned among the owners of Units in proportion to each Unit's appurtenant undivided share in the common elements. All amounts so assessed against the Unit owners shall be collected by the Association and deposited with the Insurance Trustee (unless the Association shall have advanced from reserves on hand, against collection of such assessments, and deposited with the Insurance Trustee the required amounts) prior to the execution of any contract for such reconstruction and repair. All such contracts shall be fixed price contracts and the contractor shall be required to furnish to the Association a performance and payment bond in the full amount of the contract unless such requirement is waived in writing by the mortgagee holding the greatest number of recorded mortgages on the units in the condominium. Notwithstanding the foregoing, the Association shall not be prohibited from entering into contracts for repairs having an aggregate cost of less than \$5,000 nor from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

14.6. Disbursement of Funds. The funds held by the Insurance Trustee for payment of the costs of reconstruction and repair after casualty, shall be disbursed in the following manner:

(A) The proceeds held shall be disbursed only for reconstructing and repairing the property with respect to which such proceeds were collected.

(B) If there is a balance after payment of all costs of the reconstruction and repair for which such fund is established, such balance shall be distributed to the beneficial owner or owners thereof, as provided in Section 14.6. (G) hereof.

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(C) If the total cost of reconstruction and repair that is the responsibility of the Association is less than \$5,000.00, then the Insurance Trustee shall pay such cost to the Association, and the Association shall hold such sum and disburse the same in payment of the costs of reconstruction and repair.

(D) If the total cost of reconstruction and repair that is the responsibility of the Association is \$5,000.00 or more, but less than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon the order of the Association.

(E) If the costs of reconstruction and repair that is the responsibility of the Association is more than \$10,000.00, then the Insurance Trustee shall pay the cost thereof upon order of the Association with the approval of an architect, qualified to practice in Florida, who has been employed by the Association to supervise the work.

(F) The Association shall keep records of all construction costs

(G) It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to Unit owners and their mortgagees being made payable jointly to them.

(H) If the condominium is terminated, the remaining funds shall be deemed to be condominium property and shall be owned by the Unit owners as tenants in common in the undivided shares in which they own the common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to Unit owners and their mortgagees being made payable jointly to them.

(I) Notwithstanding the provisions of this instrument, the Insurance Trustee shall neither be required to determine whether a disbursement is to be made from a particular construction fund, nor to determine the payee or 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, stating the name of the payee or payees, the amount

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to be paid and the particular construction fund or funds against which such payment is to be charged, provided that when the Association has certified that a disbursement is required hereunder to be made upon an order of the Association approved by an architect, no payment shall be made with respect to such order of the Association without such architect's approval.

ARTICLE XV

CONDEMNATION

15.1. Deposit of awards with Insurance Trustee. The taking of condominium property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit owners, the unit owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special assessment shall be made against a defaulting Unit owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

15.2. Determination whether to continue condominium. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

15.3. Disbursement of funds. If the condominium is terminated after condemnation, the proceeds of the awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced, the owners of condemned Units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

15.4. Unit reduced but tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(A) Restoration of Unit. The Unit shall be made tenantable. If

the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the Unit.

(B) Distribution of surplus. The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

15.5. Unit made untenable. If the taking is of the entire unit or so reduces the size of a Unit that it cannot be made tenable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(A) Payment of award. The market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

(B) Addition to common elements. The remaining portion of the Unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the Unit owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements.

(C) Adjustment of shares in common elements. The shares in the common elements appurtenant to the Units that continue as part of the condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of Unit owners. This shall be done by restating the shares of continuing Unit owners in the common elements as percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

(D) Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner and to condition the remaining portion of the Unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit owners who will continue as owners of Units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes effected by the taking.

(E) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit owner and mortgagees

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of the Unit and the Association within 30 days after notice by either party, the value shall be 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 appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

15.6. Taking of common elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements. The balance of the awards for the taking of common elements, if any, shall be distributed to the Unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the owner and mortgagees of the Unit.

15.7. Amendment of declaration. The changes in Units, in the common elements and in the ownership of the common elements that are effected by condemnation shall be evidenced by an amendment of the declaration of condominium that need be approved only by a majority of all directors of the Association.

15.8. Report of Taking. A report of a taking shall be the same as provided in Section 14.2 hereof.

ARTICLE XVI

ASSESSMENTS

16.1. Assessments, Generally. Assessments shall be made by the Association against the Unit owners for common expenses, for funds required to repair or reconstruct improvements on the condominium property damaged by casualty (as provided in Article XIV hereof) and for emergency expenses. The making of assessments against Unit owners shall be pursuant to the By-laws. Each Unit owner shall be liable for a proportionate share of the common expense of the condominium, such shares being the same as the undivided share in the common elements appurtenant to the Unit owned by him.

The liability for assessments may not be avoided by waiver of the use or the enjoyment of any common elements or by abandonment of the Unit for which the assessments are made.

The Association may also make special assessments as provided in the By-laws.

16.2. Date Due; Installments. Assessments shall be made as provided in the By-laws. Assessments and installments thereof shall be payable on such dates and as established by the Board of Directors of the Association pursuant to the By-laws.

16.3. Interest. Assessments and installments thereof which are paid within ten days after the date they become payable shall not bear interest, but all sums not paid within ten days after the date the same become payable shall bear interest at the rate of ten percent (10%) per annum from the date when such assessment or installment became payable until the full amount due is paid. All payments upon account shall be first applied to interest and then to the assessment or installment thereof first due.

16.4. Lien. The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in the common elements and common surplus which lien shall secure and does secure the monies due for all assessments and installments thereof now or hereafter levied against the owner of each Unit; such lien shall also secure (i) interest, if any, which may be due on the amount of any delinquent assessments owing to Association, (ii) all costs and expenses, including a reasonable attorney's fee, which may be incurred by Association in enforcing this lien upon said Unit and its appurtenant undivided interest in the common elements and limited common elements; and (iii) such advances and interest thereon at ten percent (10%) for taxes, and payments on account of mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Except as otherwise hereinafter provided, all persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon are hereby placed on notice of the lien granted to the Association, and shall acquire such interest in any Unit expressly subject to such lien. Said lien shall be perfected, enforced and released, as follows:

(A) Perfecting. In the event an assessment or installment thereof shall not have been paid in full together with all accrued interest thereon

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within thirty (30) days following the date on which it became due and payable, said lien may be perfected and shall be effective from and after the time of recording, in the Public Records of Seminole County, Florida, of a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount payable and the date when the same became payable. The lien shall continue in effect until all sums secured by said claim of lien have been paid in full. The claim of lien shall include only assessments which have become due when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association.

(B) Enforcement. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. In the event any legal proceedings are instituted to foreclose such a lien, the Association upon bringing such suit shall be entitled as a matter of right to the appointment of a receiver, who shall be entitled to immediately take possession of said Unit under the supervision of the Court conducting the foreclosure proceeding, and if the defaulting owner continues to occupy said Unit, said owner shall pay a reasonable rental for the Unit for the benefit of the Association. The Association may bid on the Unit at foreclosure sale and acquire, lease, mortgage or convey the same, subject to the limitations respecting capital expenditures contained in the By-laws. The Association may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

(C) Release. Upon full payment of all sums secured by such claim of lien, the Association shall deliver a recordable satisfaction of lien to the party making such payment.

(D) Priority. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien.

16.5. Title Acquired by Foreclosure. In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in common elements by virtue of any foreclosure, judicial sale or by conveyance in

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