# PROSPECTUS

# FOR

# COURTNEY PALMS CONDOMINIUM

1. **THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.**

2. **THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.**

3. **ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.**

## SUMMARY

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4. **THE UNITS ARE BEING SOLD AS FEE SIMPLE INTERESTS.**

5. **THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.**

6. **THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.**

7. **THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

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**FOR**
**COURTNEY PALMS CONDOMINIUM**

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## ATTACHMENTS

1. DECLARATION OF CONDOMINIUM – COURTNEY PALMS CONDOMINIUM WITH EXHIBITS

2. BUDGET FOR CONDOMINIUM ASSOCIATION

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4. PURCHASE AGREEMENT

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6. FREQUENTLY ASKED QUESTIONS AND ANSWERS

7. DOCUMENTS CONTAINING RESTRICTIONS ON USE OF PROPERTY AND EASEMENTS

   A. Easement Agreement by and between Gateway Ventures of Brandon, a Florida general partnership and Courtney Palms Apartments, LLC, a Florida limited liability company, dated December 23, 2002 and recorded December 26, 2002 in Official Records Book 12213, Page 609, Public Records of Hillsborough County, Florida.

   B. Partial Assignment of Drainage Rights by and between Crosstown Community Church, Inc., a Florida corporation and Gateway Ventures of Brandon, a Florida general partnership, dated December 26, 2002 and recorded December 26, 2002 in Official Records Book 12213, Page 632, Public Records of Hillsborough County, Florida.

   C. Berm, Drainage and Access Easement by and between Courtney Palms Apartments, LLC, a Florida limited liability company, Crosstown Community Church, Inc, a Florida corporation, and Tampa Hillsborough County Expressway Authority, dated December 26, 2002 and recorded December 26, 2002 in Official Records Book 12213, Page 648, as amended in Amended and Restated Berm, Drainage and Access Easement Agreement dated September. 2003 and recorded September 25, 2003 in Official Records Book 13141, Page 325, in the Public Records of Hillsborough County, Florida.

   D. Agreement by and between Courtney Palms Apartments, LLC, a Florida limited liability company, and Crosstown Community Church, Inc., a Florida corporation, dated January 22, 2003 and recorded March 12, 2003 in Official Records Book 12437, Page 122, Public Records of Hilisborough County, Florida.

   E. Approval and Mitigation Agreement by the Environmental Protection Commission of Hillsborough County recorded April 15, 2003 in Official Records Book 12536, Page 978, in the Public Records of Hillsborough County, Florida.

   F. Easement and Memorandum of Agreement recorded June 11, 2003 in Official Records Book 12741, Page 585, Public Records of Hillsborough County, Florida.

   G. Deed of Conservation Easement by and between Courtney Palms Apartments, LLC, and

Environmental Protection Commission of Hillsborough County, recorded December 14, 2004 in Official Records Book 14493, Page 566, Public Records of Hillsborough County, Florida.

H. Approval and Mitigation Agreement by and between Environmental Protection Commission of Hillsborough County and Courtney Palms Apartments, LLC, a Florida limited liability company recorded in Official Records Book 14493, Page 574, Public Records of Hillsborough County, Florida.

I. Unrecorded Florida Water Services Corporation Developer Agreement by and between Florida Water Services Corporation and Courtney Palms Apartments, LLC, a Florida limited liability company, dated December 26, 2002.

J. Perpetual Utility Easement recorded in Official Records Book 14634, Page 543.

K. Unrecorded Billing Utilities Agreement with American Utility Management, Inc. dated October 3, 2003, as assigned.

8. STATEMENT OF CONVERSION CONDITIONS
   A. CONVERSION INSPECTION REPORT
   B. TERMITE INSPECTION REPORT

9. DEED CONVEYING PROPERTY TO DEVELOPER

# PROSPECTUS

This Prospectus is prepared by **COURTNEY PALMS ACQUISITION, LLC,** a Delaware limited liability company, as the Developer of **COURTNEY PALMS CONDOMINIUM** (the "Condominium"), in compliance with Section 718.504, Florida Statutes. The Prospectus describes certain features of the units in the Condominium ("Units"). The Attachments to the Prospectus explain the manner in which purchasers of Condominium Units ("Unit Owners") enjoy various rights and undertake certain obligations as owners in the Condominium.

## 1. IDENTITY OF THE DEVELOPER.

Courtney Palms Acquisition, LLC is the Developer of the Condominium. Being a newly-formed entity, it has no previous experience in the condominium development field. Principals of Developer have substantial multi-family residential development and management experience. The principals of Courtney Palms Development Group LLC, manager of The Courtney Palms, LLC, manager of Courtney Palms Acquisition LLC, are Mr. Gary Burman and Mr. Peter Wenzel who are coordinating the conversion of the Condominium and the sale of its Units. Mr. Burman and Mr. Wenzel are currently principals in another condominium conversion project known as The Landings of Belle Rive Condominium in Jacksonville, Florida which in 2005 is completing the conversion of a 276 unit complex and are constructing an additional 96 residential units. Mr. Burman has been involved in the real estate and finance community in Florida since 1974. In addition to the Landings at Belle Rive, during the last 8 years Mr. Burman has had the opportunity to co-develop a 20 story condominium in Coral Gables, Florida and developed a 58,000 square foot office condominium. Mr. Wenzel has been involved in residential and commercial real estate for more than 30 years and has been involved in the acquisition, development, conversion and sales of more than 15 condominiums, including Lakes at La Paz III in Boca Raton, Bay Harborview in Bay Harbor Island, Brickell Harbour in Miami, Mayfair Villas in Coconut Grove and Sierra Ridge Villas in North Miami Beach, and most currently, The Landings at Belle Rive.

The information set forth above is provided solely for the purpose of compliance with Section 718.504(23), Florida Statutes, and is not intended to suggest, admit or create any personal liability on their part with respect to the condominium or otherwise.

## 2. GENERAL DESCRIPTION OF THE CONDOMINIUM.

(a) Name and Location.

The Condominium which was completed in 2004 is located at 10003 Courtney Palms Blvd., Tampa, Hillsborough County, Florida 33619.

(b) Legal Description of the Condominium.

The legal description of the Condominium is included as Exhibit A of the Declaration of Condominium and amendments thereto (the "Declaration"), Attachment 1 of this Prospectus.

(c) Physical Description of the Condominium.

The condominium consists of eleven (11) three story residential buildings containing three hundred thirty six (336) units and nine (9) two story buildings containing eighteen (18) units and thirty six (36) covered parking spaces (garages), for a total of three hundred fifty four (354) residential units. The condominium further has eleven (11) stand alone covered parking space buildings (garages) which contain a total of sixty two (62) covered parking spaces (garages), a one (1) story recreational and administrative building, a maintenance structure and two (2) trash compactor enclosures. A schedule of Units included within each building of the Condominium, with the number of bedrooms and bathrooms to be located in each such Unit is as follows:

| Unit Number | Bedrm/ Bath | Plan Type | Reverse | Building Number |
|---|---|---|---|---|
| 1 | 3/2 | E | | 1 |
| 2 | 2/2 | C1 | | 1 |
| 3 | 2/2 | C1 | | 1 |
| 4 | 3/2 | E | | 1 |
| 5 | 3/2 | E | | 1 |
| 6 | 2/2 | C1 | | 1 |
| 7 | 2/2 | C1 | | 1 |
| 8 | 3/2 | E | | 1 |
| 9 | 3/2 | E | | 1 |
| 10 | 2/2 | C1 | | 1 |
| 11 | 2/2 | C1 | | 1 |
| 12 | 3/2 | E | | 1 |
| 13 | 3/2 | E | | 1 |
| 14 | 2/2 | C1 | | 1 |
| 15 | 2/2 | C1 | | 1 |
| 16 | 3/2 | E | | 1 |
| 17 | 3/2 | E | Reverse | 1 |
| 18 | 2/2 | C-1 | | 1 |
| 19 | 2/2 | C-1 | | 1 |
| 20 | 3/2 | E | | 1 |
| 21 | 3/2 | E | Reverse | 1 |
| 22 | 2/2 | C-1 | | 1 |
| 23 | 2/2 | C-1 | | 1 |
| 24 | 3/2 | E | | 1 |

| Unit Number | Bedrm/ Bath | Plan Type | Reverse | Building Number |
|---|---|---|---|---|
| 25 | 3/2 | E | | 2 |
| 26 | 1/1 | A-1 | Reverse | 2 |
| 27 | 1/1 | A-1 | | 2 |
| 28 | 1/1 | A-1 | Reverse | 2 |

| | | | | |
|---|---|---|---|---|
| 29 | 1/1 | A-1 | | 2 |
| 30 | 3/2 | E | | 2 |
| 31 | 3/2 | E | | 2 |
| 32 | 1/1 | A-1 | Reverse | 2 |
| 33 | 1/1 | A-1 | | 2 |
| 34 | 1/1 | A-1 | Reverse | 2 |
| 35 | 1/1 | A-1 | | 2 |
| 36 | 3/2 | E | | 2 |
| 37 | 3/2 | E | | 2 |
| 38 | 1/1 | A-1 | Reverse | 2 |
| 39 | 1/1 | A-1 | | 2 |
| 40 | 1/1 | A-1 | Reverse | 2 |
| 41 | 1/1 | A-1 | | 2 |
| 42 | 3/2 | E | | 2 |
| 43 | 3/2 | E | | 2 |
| 44 | 1/1 | A-1 | Reverse | 2 |
| 45 | 1/1 | A-1 | | 2 |
| 46 | 1/1 | A-1 | Reverse | 2 |
| 47 | 1/1 | A-1 | | 2 |
| 48 | 3/2 | E | | 2 |
| 49 | 3/2 | E | Reverse | 2 |
| 50 | 1/1 | A-1 | Reverse | 2 |
| 51 | 1/1 | A-1 | | 2 |
| 52 | 1/1 | A-1 | Reverse | 2 |
| 53 | 1/1 | A-1 | | 2 |
| 54 | 3/2 | E | | 2 |
| 55 | 3/2 | E | Reverse | 2 |
| 56 | 1/1 | A-1 | Reverse | 2 |
| 57 | 1/1 | A-1 | | 2 |
| 58 | 1/1 | A-1 | Reverse | 2 |
| 59 | 1/1 | A-1 | | 2 |
| 60 | 3/2 | E | | 2 |

| Unit Number | Bedrm/ Bath | Plan Type | Reverse | Building Number |
|---|---|---|---|---|
| 61 | 2/2 | D | Reverse | 3 |
| 62 | 1/1 | B | Reverse | 3 |
| 63 | 1/1 | B | | 3 |
| 64 | 2/2 | D | | 3 |
| 65 | 2/2 | D | Reverse | 3 |
| 66 | 1/1 | B | Reverse | 3 |
| 67 | 1/1 | B | | 3 |
| 68 | 2/2 | D | | 3 |
| 69 | 2/2 | D | Reverse | 3 |
| 70 | 1/1 | B | Reverse | 3 |
| 71 | 1/1 | B | | 3 |
| 72 | 2/2 | D | | 3 |
| 73 | 2/2 | D | Reverse | 3 |
| 74 | 1/1 | B | Reverse | 3 |

| | | | | |
|---|---|---|---|---|
| 75 | 1/1 | B | | 3 |
| 76 | 2/2 | D | | 3 |
| 77 | 2/2 | D | Reverse | 3 |
| 78 | 1/1 | B | Reverse | 3 |
| 79 | 1/1 | B | | 3 |
| 80 | 2/2 | D | | 3 |
| 81 | 2/2 | D | Reverse | 3 |
| 82 | 1/1 | B | Reverse | 3 |
| 83 | 1/1 | B | | 3 |
| 84 | 2/2 | D | | 3 |

| Unit Number | Bedrm/ Bath | Plan Type | Reverse | Building Number |
|---|---|---|---|---|
| 85 | 2/2 | D | Reverse | 4 |
| 86 | 2/2 | C1 | | 4 |
| 87 | 2/2 | C1 | | 4 |
| 88 | 2/2 | C1 | | 4 |
| 89 | 2/2 | C1 | | 4 |
| 90 | 2/2 | D | | 4 |
| 91 | 2/2 | D | Reverse | 4 |
| 92 | 2/2 | C1 | | 4 |
| 93 | 2/2 | C1 | | 4 |
| 94 | 2/2 | C1 | | 4 |
| 95 | 2/2 | C1 | | 4 |
| 96 | 2/2 | D | | 4 |
| 97 | 2/2 | D | Reverse | 4 |
| 98 | 2/2 | C1 | | 4 |
| 99 | 2/2 | C1 | | 4 |
| 100 | 2/2 | C1 | | 4 |
| 101 | 2/2 | C1 | | 4 |
| 102 | 2/2 | D | | 4 |
| 103 | 2/2 | D | Reverse | 4 |
| 104 | 2/2 | C1 | | 4 |
| 105 | 2/2 | C1 | | 4 |
| 106 | 2/2 | C1 | | 4 |
| 107 | 2/2 | C1 | | 4 |
| 108 | 2/2 | D | | 4 |
| 109 | 1/1 | B1 | Reverse | 4 |
| 110 | 2/2 | C1 | | 4 |
| 111 | 2/2 | C1 | | 4 |
| 112 | 2/2 | C1 | | 4 |
| 113 | 2/2 | C1 | | 4 |
| 114 | 1/1 | B1 | | 4 |
| 115 | 1/1 | B1 | Reverse | 4 |
| 116 | 2/2 | C1 | | 4 |
| 117 | 2/2 | C1 | | 4 |
| 118 | 2/2 | C1 | | 4 |
| 119 | 2/2 | C1 | | 4 |
| 120 | 1/1 | B1 | | 4 |

| Unit Number | Bedrm/ Bath | Plan Type | Reverse | Building Number |
|---|---|---|---|---|
| 121 | 2/2 | D | Reverse | 5 |
| 122 | 2/2 | C1 | | 5 |
| 123 | 2/2 | C1 | | 5 |
| 124 | 2/2 | C1 | | 5 |
| 125 | 2/2 | C1 | | 5 |
| 126 | 2/2 | D | | 5 |
| 127 | 2/2 | D | Reverse | 5 |
| 128 | 2/2 | C1 | | 5 |
| 129 | 2/2 | C1 | | 5 |
| 130 | 2/2 | C1 | | 5 |
| 131 | 2/2 | C1 | | 5 |
| 132 | 2/2 | D | | 5 |
| 133 | 2/2 | D | Reverse | 5 |
| 134 | 2/2 | C1 | | 5 |
| 135 | 2/2 | C1 | | 5 |
| 136 | 2/2 | C1 | | 5 |
| 137 | 2/2 | C1 | | 5 |
| 138 | 2/2 | D | | 5 |
| 139 | 2/2 | D | Reverse | 5 |
| 140 | 2/2 | C1 | | 5 |
| 141 | 2/2 | C1 | | 5 |
| 142 | 2/2 | C1 | | 5 |
| 143 | 2/2 | C1 | | 5 |
| 144 | 2/2 | D | | 5 |
| 145 | 1/1 | B1 | Reverse | 5 |
| 146 | 2/2 | C1 | | 5 |
| 147 | 2/2 | C1 | | 5 |
| 148 | 2/2 | C1 | | 5 |
| 149 | 2/2 | C1 | | 5 |
| 150 | 1/1 | B1 | | 5 |
| 151 | 1/1 | B1 | Reverse | 5 |
| 152 | 2/2 | C1 | | 5 |
| 153 | 2/2 | C1 | | 5 |
| 154 | 2/2 | C1 | | 5 |
| 155 | 2/2 | C1 | | 5 |
| 156 | 1/1 | B1 | | 5 |

| Unit Number | Bedrm/ Bath | Plan Type | Reverse | Building Number |
|---|---|---|---|---|
| 157 | 3/2 | E | | 6 |
| 158 | 1/1 | A1 | Reverse | 6 |
| 159 | 1/1 | A1 | | 6 |
| 160 | 3/2 | E | | 6 |
| 161 | 3/2 | E | | 6 |
| 162 | 1/1 | A1 | Reverse | 6 |
| 163 | 1/1 | A1 | | 6 |

| | | | | |
|---|---|---|---|---|
| 164 | 3/2 | E | | 6 |
| 165 | 3/2 | E | | 6 |
| 166 | 1/1 | A1 | Reverse | 6 |
| 167 | 1/1 | A1 | | 6 |
| 168 | 3/2 | E | | 6 |
| 169 | 3/2 | E | | 6 |
| 170 | 1/1 | A1 | Reverse | 6 |
| 171 | 1/1 | A1 | | 6 |
| 172 | 3/2 | E | | 6 |
| 173 | 1/1 | B1 | Reverse | 6 |
| 174 | 1/1 | A1 | Reverse | 6 |
| 175 | 1/1 | A1 | | 6 |
| 176 | 1/1 | B1 | | 6 |
| 177 | 1/1 | B1 | Reverse | 6 |
| 178 | 1/1 | A1 | Reverse | 6 |
| 179 | 1/1 | A1 | | 6 |
| 180 | 1/1 | B1 | | 6 |

| Unit Number | Bedrm/ Bath | Plan Type | Reverse | Building Number |
|---|---|---|---|---|
| 181 | 2/2 | D | Reverse | 7 |
| 182 | 1/1 | B | Reverse | 7 |
| 183 | 1/1 | B | | 7 |
| 184 | 2/2 | D | | 7 |
| 185 | 2/2 | D | Reverse | 7 |
| 186 | 1/1 | B | Reverse | 7 |
| 187 | 1/1 | B | | 7 |
| 188 | 2/2 | D | | 7 |
| 189 | 2/2 | D | Reverse | 7 |
| 190 | 1/1 | B | Reverse | 7 |
| 191 | 1/1 | B | | 7 |
| 192 | 2/2 | D | | 7 |
| 193 | 2/2 | D | Reverse | 7 |
| 194 | 1/1 | B | Reverse | 7 |
| 195 | 1/1 | B | | 7 |
| 196 | 2/2 | D | | 7 |
| 197 | 2/2 | D | Reverse | 7 |
| 198 | 1/1 | B | Reverse | 7 |
| 199 | 1/1 | B | | 7 |
| 200 | 2/2 | D | | 7 |
| 201 | 2/2 | D | Reverse | 7 |
| 202 | 1/1 | B | Reverse | 7 |
| 203 | 1/1 | B | | 7 |
| 204 | 2/2 | D | | 7 |

| Unit Number | Bedrm/ Bath | Plan Type | Reverse | Building Number |
|---|---|---|---|---|
| 205 | 2/2 | D | Reverse | 8 |
| 206 | 2/2 | C1 | | 8 |

| | | | | |
|---|---|---|---|---|
| 207 | 2/2 | C1 | | 8 |
| 208 | 2/2 | C1 | | 8 |
| 209 | 2/2 | C1 | | 8 |
| 210 | 2/2 | D | | 8 |
| 211 | 2/2 | D | Reverse | 8 |
| 212 | 2/2 | C1 | | 8 |
| 213 | 2/2 | C1 | | 8 |
| 214 | 2/2 | C1 | | 8 |
| 215 | 2/2 | C1 | | 8 |
| 216 | 2/2 | D | | 8 |
| 217 | 2/2 | D | Reverse | 8 |
| 218 | 2/2 | C1 | | 8 |
| 219 | 2/2 | C1 | | 8 |
| 220 | 2/2 | C1 | | 8 |
| 221 | 2/2 | C1 | | 8 |
| 222 | 2/2 | D | | 8 |
| 223 | 2/2 | D | Reverse | 8 |
| 224 | 2/2 | C1 | | 8 |
| 225 | 2/2 | C1 | | 8 |
| 226 | 2/2 | C1 | | 8 |
| 227 | 2/2 | C1 | | 8 |
| 228 | 2/2 | D | | 8 |
| 229 | 1/1 | B1 | Reverse | 8 |
| 230 | 2/2 | C1 | | 8 |
| 231 | 2/2 | C1 | | 8 |
| 232 | 2/2 | C1 | | 8 |
| 233 | 2/2 | C1 | | 8 |
| 234 | 1/1 | B1 | | 8 |
| 235 | 1/1 | B1 | Reverse | 8 |
| 236 | 2/2 | C1 | | 8 |
| 237 | 2/2 | C1 | | 8 |
| 238 | 2/2 | C1 | | 8 |
| 239 | 2/2 | C1 | | 8 |
| 240 | 1/1 | B1 | | 8 |

| Unit Number | Bedrm/ Bath | Plan Type | Reverse | Building Number |
|---|---|---|---|---|
| 241 | 2/2 | D | Reverse | 9 |
| 242 | 2/2 | C1 | | 9 |
| 243 | 2/2 | C1 | | 9 |
| 244 | 2/2 | C1 | | 9 |
| 245 | 2/2 | C1 | | 9 |
| 246 | 2/2 | D | | 9 |
| 247 | 2/2 | D | Reverse | 9 |
| 248 | 2/2 | C1 | | 9 |
| 249 | 2/2 | C1 | | 9 |
| 250 | 2/2 | C1 | | 9 |
| 251 | 2/2 | C1 | | 9 |
| 252 | 2/2 | D | | 9 |

| | | | | |
|---|---|---|---|---|
| 253 | 2/2 | D | Reverse | 9 |
| 254 | 2/2 | C1 | | 9 |
| 255 | 2/2 | C1 | | 9 |
| 256 | 2/2 | C1 | | 9 |
| 257 | 2/2 | C1 | | 9 |
| 258 | 2/2 | D | | 9 |
| 259 | 2/2 | D | Reverse | 9 |
| 260 | 2/2 | C1 | | 9 |
| 261 | 2/2 | C1 | | 9 |
| 262 | 2/2 | C1 | | 9 |
| 263 | 2/2 | C1 | | 9 |
| 264 | 2/2 | D | | 9 |
| 265 | 1/1 | B1 | Reverse | 9 |
| 266 | 2/2 | C1 | | 9 |
| 267 | 2/2 | C1 | | 9 |
| 268 | 2/2 | C1 | | 9 |
| 269 | 2/2 | C1 | | 9 |
| 270 | 1/1 | B1 | | 9 |
| 271 | 1/1 | B1 | Reverse | 9 |
| 272 | 2/2 | C1 | | 9 |
| 273 | 2/2 | C1 | | 9 |
| 274 | 2/2 | C1 | | 9 |
| 275 | 2/2 | C1 | | 9 |
| 276 | 1/1 | B1 | | 9 |

| Unit Number | Bedrm/ Bath | Plan Type | Reverse | Building Number |
|---|---|---|---|---|
| 277 | 2/2 | D | Reverse | 10 |
| 278 | 2/2 | C1 | | 10 |
| 279 | 2/2 | C1 | | 10 |
| 280 | 2/2 | C1 | | 10 |
| 281 | 2/2 | C1 | | 10 |
| 282 | 2/2 | D | | 10 |
| 283 | 2/2 | D | Reverse | 10 |
| 284 | 2/2 | C1 | | 10 |
| 285 | 2/2 | C1 | | 10 |
| 286 | 2/2 | C1 | | 10 |
| 287 | 2/2 | C1 | | 10 |
| 288 | 2/2 | D | | 10 |
| 289 | 2/2 | D | Reverse | 10 |
| 290 | 2/2 | C1 | | 10 |
| 291 | 2/2 | C1 | | 10 |
| 292 | 2/2 | C1 | | 10 |
| 293 | 2/2 | C1 | | 10 |
| 294 | 2/2 | D | | 10 |
| 295 | 2/2 | D | Reverse | 10 |
| 296 | 2/2 | C1 | | 10 |
| 297 | 2/2 | C1 | | 10 |
| 298 | 2/2 | C1 | | 10 |

| | | | | |
|---|---|---|---|---|
| 299 | 2/2 | C1 | | 10 |
| 300 | 2/2 | D | | 10 |
| 301 | 1/1 | B1 | Reverse | 10 |
| 302 | 2/2 | C1 | | 10 |
| 303 | 2/2 | C1 | | 10 |
| 304 | 2/2 | C1 | | 10 |
| 305 | 2/2 | C1 | | 10 |
| 306 | 1/1 | B1 | | 10 |
| 307 | 1/1 | B1 | Reverse | 10 |
| 308 | 2/2 | C1 | | 10 |
| 309 | 2/2 | C1 | | 10 |
| 310 | 2/2 | C1 | | 10 |
| 311 | 2/2 | C1 | | 10 |
| 312 | 1/1 | B1 | | 10 |

| Unit Number | Bedrm/ Bath | Plan Type | Reverse | Building Number |
|---|---|---|---|---|
| 313 | 2/2 | D | Reverse | 11 |
| 314 | 1/1 | B | Reverse | 11 |
| 315 | 1/1 | B | | 11 |
| 316 | 2/2 | D | | 11 |
| 317 | 2/2 | D | Reverse | 11 |
| 318 | 1/1 | B | Reverse | 11 |
| 319 | 1/1 | B | | 11 |
| 320 | 2/2 | D | | 11 |
| 321 | 2/2 | D | Reverse | 11 |
| 322 | 1/1 | B | Reverse | 11 |
| 323 | 1/1 | B | | 11 |
| 324 | 2/2 | D | | 11 |
| 325 | 2/2 | D | Reverse | 11 |
| 326 | 1/1 | B | Reverse | 11 |
| 327 | 1/1 | B | | 11 |
| 328 | 2/2 | D | | 11 |
| 329 | 2/2 | D | Reverse | 11 |
| 330 | 1/1 | B | Reverse | 11 |
| 331 | 1/1 | B | | 11 |
| 332 | 2/2 | D | | 11 |
| 333 | 2/2 | D | Reverse | 11 |
| 334 | 1/1 | B | Reverse | 11 |
| 335 | 1/1 | B | | 11 |
| 336 | 2/2 | D | | 11 |

| Unit Number | Bedrm/ Bath | Plan Type | Reverse | Building Number |
|---|---|---|---|---|
| 337 | 1/1 | A3 | | 12 |
| 338 | 1/1 | A3 | Reverse | 12 |
| 339 | 1/1 | A3 | | 13 |
| 340 | 1/1 | A3 | Reverse | 13 |
| 341 | 1/1 | A3 | | 14 |

| | | | | |
|---|---|---|---|---|
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| 352 | 1/1 | A3 | Reverse | 19 |
| 353 | 1/1 | A3 | | 20 |
| 354 | 1/1 | A3 | Reverse | 20 |

Plan Type refers to the 7 different floor plans within the Condominium which are attached as Exhibit D to the Declaration of Condominium (Attachment 1). Plan Type A1 contains approximately 730 square feet, Plan Type A3 contains approximately 699 square feet, Plan Type B contains approximately 841 square feet, Plan Type B1 contains approximately 856 square feet, Plan Type C1 contains approximately 1035 square feet, Plan Type D contains approximately 1055 square feet and Plan Type E contains approximately 1234 square feet.

The foregoing descriptions shall not preclude rooms in a given Unit from being combined or prevent or require use of any specific room in any manner which is otherwise lawful and permitted, nor shall it prevent the conversion of any room into a bedroom or to any other use.

A copy of the survey, plot plan and a graphic description of improvements may be found as Exhibits C and D to the Declaration of Condominium (Attachment 1).

(d) Maximum Number of Units that Will Use Common Facilities. The common facilities and recreational facilities described by paragraph 4 hereof shall be used only by persons owning or leasing Units within the Condominium, their guests and invitees, subject to the reservations of Developer and the rules and regulations of Courtney Palms Condominium Association, Inc. The recreational facilities are a part of the Condominium. See Paragraph 4 hereof.

## 3. TYPE OF OWNERSHIP.

**THE UNITS ARE BEING SOLD AS FEE SIMPLE INTERESTS.**

The Developer intends to sell or lease Units at its discretion and units may be sold, subject to a lease pursuant to paragraph 6 below. No Units will be sold as time share estates.

## 4. RECREATIONAL AND OTHER COMMON FACILITIES.

All of the recreational and other common facilities described in subsections (a) through (d)

below will be available for use by Unit Owners of the Condominium, subject to the reservations of Developer. The Developer has reserved easements as set forth in Article XV of the Declaration of Condominium (Attachment 1) for ingress, egress, and use of the recreational facilities. Other than as set forth herein, there are no recreational or other facilities to be used in conjunction with other persons and entities.

(a) Parking Facilities.

There are 608 open uncovered parking spaces and 98 covered parking spaces (garages) all of which lie within the Condominium Property. The parking spaces, covered or uncovered, shall be for the use of all of the Unit Owners, their guests and invitees, subject to the rules and regulations of Courtney Palms Condominium Association, Inc., and also subject to the reserved right of the Developer to assign for additional consideration to the Developer parking spaces (covered or uncovered) as a Limited Common Element for the exclusive use of a Unit. See Article VI of the Declaration of Condominium (Attachment 1).

(b) Swimming Pool.

There is a swimming pool which is an irregular "t" shape and approximately 51.75 feet by 24 feet across and approximately 62 feet in length, is 3.5 feet deep at its shallow end and 4.5 feet deep at its deep end, with a capacity of 53 persons. There is a whirlpool located within the surrounding deck which is "round" shaped and approximately 5 feet in radius, 3.5 feet deep with a capacity of 5 persons. The surrounding deck has approximately 8,400 square feet and has a capacity of 70 persons. The swimming pool is not heated. The whirlpool is heated.

(c) Clubhouse.

There is a Clubhouse having a capacity of 580 persons. The clubhouse includes under-air, a racquet ball court of approximately 924 square feet, a gym/basketball court of approximately 3076 square feet, 3 restrooms, comprised of 1 unisex restroom containing approximately 100 square feet, 1 women's restroom containing approximately 278 square feet, and 1 men's restroom containing approximately 220 square feet totaling 598 square feet, an exercise/play room containing approximately 1,023 square feet, a business center having a capacity for 6 desks, containing approximately 359 square feet, an entertainment/management area containing approximately 2,412 square feet, which is comprised of 2 offices totaling approximately 676 square feet, a kitchen containing approximately 164 square feet, a community area containing approximately 1,572 square feet; a theater having a capacity of 20 persons containing approximately 412 square feet. Under roof, but not air conditioned, the clubhouse also contains a covered porch having an area of approximately 1,763 square feet, storage for the clubhouse having an area of approximately 134 square feet, a mail room for residents having an area of approximately 325 square feet and a mechanical room serving the clubhouse of approximately 120 square feet. .

(d) Other Common Facilities.

Except as specifically stated otherwise herein or in paragraph 5 hereof, other common facilities to be used only by Unit Owners of the Condominium consist of the property constituting Common Elements of the Condominium as defined in Article V of the Declaration of Condominium and the Condominium Act (Chapter 718, Florida Statutes). No additional facilities or personal property will be provided by the Developer.

(e) Access Road.

Access will be provided to the Condominium from US Highway 301 (State Road 43) as described on Exhibit C to the Declaration of Condominium (Attachment 1). US Highway 301 (State Road 43) is presently complete and operational, is a public road and will be maintained by the State of Florida. Roads within the Condominium (Courtney Palms Blvd, Courtney Oaks Circle and Courtney Meadows Court) and drives within the Condominium are owned by the Unit Owners and will be maintained by Courtney Palms Condominium Association, Inc.

(f) Drainage System.

Surface water drainage will be provided to the Condominium through a series of lakes and ponds located within the Condominium and storm water drainage through a series of drains which flow in the lakes and ponds. The lakes, ponds and drains comprising the drainage system will be owned by the Unit Owners in the Condominium and will be maintained by Courtney Palms Condominium Association, Inc.

(g) Availability. All of the recreational facilities and the common facilities serving the Condominium as described by this paragraph 4 is immediately available for use by the Unit Owners, subject to the rights of use reserved to the Developer pursuant to Article XV of the Declaration of Condominium (Attachment 1).

## 5. ASSOCIATION.

There is a maintenance format associated with the Condominium, under which Unit Owners must become members of the Association which maintains Common Facilities within the Condominium. There is a lien right against each Unit to secure the payment of such maintenance Association assessments coming due for maintenance, upkeep or repair of commonly used facilities. The Unit Owner's failure to make these payments may result in foreclosure of the lien.

The association is Courtney Palms Condominium Association, Inc. (the "Condominium Association") which administers those affairs related to Units in the Condominium (e.g., maintenance of the Association Property and other improvements which serve the Condominium) and which may levy maintenance assessments to be paid by the Unit Owners pursuant to Article XVII of the Declaration of Condominium (Attachment 1). Each Unit in the

Condominium is assessed for its undivided share of Common Expenses, based on such Unit's undivided share of Common Elements and Common Surplus, which is calculated upon the total square footage of each residential unit in uniform relationship to the total square footage of each other residential unit in the condominium. Each Unit's undivided share is set forth on Exhibit B of the Declaration of Condominium (Attachment 1). Additionally, each Unit Owner who acquires a covered parking space (garage) as a limited common element appurtenant to his Unit will be assessed for its share of Garage Common Expenses and Garage Reserves, which is calculated on a uniform basis in as set forth on Exhibit B-1 of the Declaration of Condominium (Attachment 1).

Copies of the estimated budgets for the Condominium Association are attached to this Prospectus as Attachment 2. A copy of the Articles of Incorporation and By Laws of the Condominium Association is attached as Exhibit E and Exhibit F of Declaration of Condominium (Attachment 1).

## 6. TRANSFER OF UNITS.

**THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.**

While it is not the present plan of Developer to retain Units for lease rather than for sale, Developer reserves the right to do so. Further, Developer may lease units pending the sale of a Unit. A lease will be a for a probable term of three (3) months, with a right to renew for an additional three (3) months. The provisions of leases, if any, will be subject to market conditions. In the event Developer exercises this right, the particular Units will be designated and the Units so designated may be transferred subject to a lease.

The leasing of Units of by Owners is restricted to a term of not less than three (3) months and not more than twice a year, unless otherwise approved by the Board. (See Article XVH. of the Declaration).

## 7. MANAGEMENT CONTRACTS.

There is no management contract for the Condominium Property.

The Condominium and matters of common interest of the Unit Owners shall be managed by the Board of Directors of the Condominium Association. There is no management fee being charged by the Board to the Unit Owners.

## 8. CONTROL OF THE CONDOMINIUM ASSOCIATION.

**THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.**

As more fully set forth in the Articles of Incorporation and Bylaws of the Condominium Association (Exhibits E and F of the Declaration of Condominium - Attachment 1), there are three (3) members of the Board of Directors (the "Board"). Pursuant to the Declaration of Condominium and Articles of Incorporation of the Condominium Association (Attachment 1) the Developer currently has the right to appoint all of the members of the Board of Directors. Upon certain occurrences, as set forth in the Articles of Incorporation, and as provided by the Florida Condominium Act, the Unit Owners will be entitled to elect some or all of the members of the Board of Directors. The provisions addressing the right of the Unit Owners to elect members of the Board of Directors are contained in Article VIII of the Articles of Incorporation of the Condominium Association (Exhibit E to Attachment 1) and as set forth in 718.301(a-e) *Florida Statutes* as follows.

When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

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

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

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to ss. 718.403, 7 years after recordation of the declaration creating the initial phase,

whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent of the units. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration. The Developer may relinquish control of the Association at any earlier time if it so elects.

## 9. SUMMARY OF RESTRICTIONS ON USE.

**THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

The sale of Units is not restricted or controlled. The lease of a Unit is restricted and controlled.

The Unit Owner may only lease a Unit for a period of not less than three (3) months, and not more than twice a year, unless otherwise approved by the Board of Directors pursuant to Article XV, Section I of the Declaration.

Other restrictions concerning use which are generally of most interest are, in summary:

(a) The use of each Unit shall be limited to single family residential usage.

(b) No Owner or occupant may keep any pets other than domesticated household pets on any portion of the Condominium, and no Owner or occupant may keep more than two household pets per Unit, unless otherwise approved by the Board. Additional restrictions regarding pets are found in the Rules and Regulations found in Attachment 4 to this Prospectus.

(c) Children shall not play on or about the Condominium Property, except under reasonable supervision by a responsible adult.

(d) Reasonable regulations concerning use of the Condominium Property may be made and amended from time to time by the Board.

Use restrictions are found in Article XV of the Declaration of Condominium (Attachment 1). A list of the present rules and regulations are found in Attachment 3 to this Prospectus.

## 10. CONVERSION.

The Condominium is created by conversion of an existing apartment complex. A copy of the Statement of Conversion Conditions is attached to this Prospectus as Attachment 8 and sets forth the following:

(a) The date and type of construction of the building;

(b) The prior use of the building;

(c) The condition of the roof and the mechanical, electrical, plumbing and structural elements of the building; and

(d) The result of an inspection made of the building by a certified pest control operator for termite or other wood destroying organisms.

(e) Pursuant to Chapter 718.618, Florida Statutes, the Developer has granted an implied warranty of fitness and merchantibility, and disclaims all other warranties, express or implied, other than those required to be granted pursuant to 718.618, *Florida Statutes*.

(f) The recreational and other common facilities which are part of the Association and for which each Unit Owner has an obligation to pay a portion of the common expenses of the

Association.

## 11. UTILITY AND OTHER SERVICES.

The utility services to the Condominium are provided as follows:

| | | |
|---|---|---|
| Water supply and Sewage disposal | - | Hillsborough County |
| Solid waste disposal garbage service | - | East Bay |
| Storm drainage | - | Condominium Association |
| Electricity Company | - | Tampa Electric Company (TECO) |
| Gas | | Tampa Electric Company (TECO) |
| Telephone Company | - | Verizon |
| Basic Cable TV | | Time Warner |

Water, sewer and trash for each Unit is billed to the Condominium Association and separately sub-metered by a company employed by the Condominium Association which then bills each Unit Owner based on such Unit Owner's actual usage. Each Unit Owner will be obligated to pay the sub-metering company. Upon receipt of the Unit Owner's payment, the sub-metering company will remit the amount to the Condominium Association for payment to the applicable utility. All other services to each Unit are separately billed to the owner of each Unit and are payable by the owner of the Unit directly to the service provider. If at any time sub-metering becomes no longer available, then the services billed to the Unit Owners by the sub-metering company will be billed in bulk to the Condominium Association, will become a Common Expense of the Association and each Owner will then pay its prorate share of such costs in shares or proportions as shown on Exhibit B to the Declaration (Attachment 1).

## 12. APPORTIONMENT OF COMMON ELEMENTS.

The apportionment of the Common Elements for the Units in the Condominium has been established by the Developer which is calculated upon the total square footage of each residential unit in uniform relationship to the total square footage of all residential units subject to the Declaration. The percentage share for each Unit is set forth in Exhibit B of the Declaration of Condominium (Attachment 1).

## 13. ESTIMATED BUDGETS

Attachment 2 of this Prospectus contains a copy of the proposed, estimated budget for the Condominium Association.

## 14. ESTIMATED CLOSING COSTS.

The following is the schedule of estimated closing costs which will be charged to the purchaser

at closing.

(a) Hillsborough County Ad Valorem Taxes. Ad valorem taxes will be prorated for the portion of the calendar year prior to the closing date. A mortgage lender ("Lender") may require an escrow deposit from the purchaser to assure ample funds for payment of taxes the following November which will be charged to the Purchaser at closing and paid to the Lender for deposit in the Lender's escrow account. Florida law requires County Tax Assessors to assess property on the basis of 100% of fair market value. Each Unit Owner will be assessed for his Unit proportionate share of the Common Elements. The Condominium Association will be assessed for the Association Property, which will be common expense of the Condominium Association.

(b) Title Insurance. At purchaser's request the Developer will provide to Purchaser a policy of owner's or mortgagee title insurance insuring that the conveyance from Developer to purchaser has vested title in purchaser, either from a title insurance company selected by Developer or from another title insurer selected by the purchaser. The cost of such owner title insurance will be paid by the purchaser.

(c) Assessments. Each purchaser will be required to pay maintenance assessments for the month of closing to the Condominium Association which will be prorated as of the date of closing. Additionally, at the time of closing each purchaser will be required to pay two (2) months' assessment which will be placed in the general operating account of the Condominium Association in order to fund the Condominium Association.

(d) Transfer Fees. The purchaser will be required to pay documentary stamps on the deed, which are equal to $.70 on each $100.00 of consideration paid. The purchaser will also pay the deed recording costs of $10.00 for the first page and $8.50 for each additional page and purchaser's attorney's fees, if any.

(e) Mortgage Loan Costs. If a purchaser derives part of his purchase price from a mortgage loan, all costs, expenses and fees of applying for, obtaining and closing such mortgage loan shall be paid for by the purchaser. Such charges may include the mortgage recording fee of $10.00 for the first page and $8.50 for each additional page thereafter, intangible tax on the mortgage calculated on the basis of .002 of the mortgage amount, documentary stamps on the note equal to $.35 for each $100.00 of the mortgage amount, and attorneys fees for the legal counsel retained by the mortgage lender furnishing financing to the purchaser. It is common for lenders to require as much as a 25 percent down payment towards the purchase of a Unit. There are a number of alternative financing opportunities available that will affect the amount of such down payment, as well as the amounts of monthly payments of principal, interest and ad valorem tax escrows. Interest paid on home mortgages may be deductible for federal income tax purposes. All prospective purchasers are urged to consult with a licensed mortgage professional when considering funding alternatives.

(f) Reimbursements to Developer. At Closing each purchaser will reimburse the Developer the amount of any pre-paid ad valorem taxes, pre-paid water/sewer/trash deposits, pre-paid

insurance and pre-paid Condominium Association costs applicable to the Unit.

(g) Contribution to Working Capital. At Closing each purchaser will contribute two months assessment toward the working capital fund to be used by the Condominium Association to defray common expenses, as may be permitted by law.

## 15. EASEMENTS.

The Developer shall reserve easements for ingress, egress and use of the recreational facilities over portions of the Condominium Property as more particularly described by Article XV of the Declaration of Condominium (Attachment 1) . There are presently in effect several agreements and easements in effect which affect the Condominium Property and relate to access, drainage, signage, water and sewer services, conservation, mitigation and sub-metering for water, sewer and trash. These agreements and easements are included with Attachment 7 to this Prospectus.

## 16. OWNERSHIP INTEREST.

Prior to offering Units to prospective purchasers, the Developer acquired fee simple title from Courtney Palms Apartments, LLC by deed recorded in Official Records Book 14734, Page 1528, of the Public Records of Hillsborough County, Florida.

ATTACHMENT 1

**INDEX TO**

**DECLARATION OF CONDOMINIUM**

**FOR**
**COURTNEY PALMS CONDOMINIUM**


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**Exhibits**


A Legal Description of Land Submitted to Condominium Form of Ownership

B Percentage of Undivided Interest in Common Elements and Common Elements Expense

B-1 Percentage in Common Elements Surplus and Limited Common Elements Expense as to covered parking spaces (garages)

C Plot Plan and Survey

D Floor Plan for Units Submitted to the Condominium

E Articles of Incorporation of Courtney Palms Condominium Association, Inc.

F Bylaws of Courtney Palms Condominium Association, Inc.

**DECLARATION OF CONDOMINIUM**

**FOR**

**COURTNEY PALMS CONDOMINIUM**

**THIS DECLARATION OF CONDOMINIUM FOR COURTNEY PALMS CONDOMINIUM** is made this _____ day of _____, 200_ by **Courtney Palms Acquisition, LLC**, a Delaware limited liability company ("Developer") , the owner of fee simple title to the land described in Article III hereof. The term "Developer" shall mean and refer to the entity executing this Declaration, its successor, grantees, assigns, nominees and designees. In the event the holder of any mortgage executed by Developer obtains title to all or any portion of the Condominium Property by foreclosure or deed in lieu thereof, such mortgagee shall become the Developer only if it so elects, by written notice to the Board of Directors of the Association described by Article VIII hereof, but in any event such mortgagee may assign its rights as the Developer to any third party who acquires title to all or a portion of the Condominium Property from the mortgagee. In any event, any subsequent Developer shall not be liable for any defaults or obligations incurred by any prior Developer, except as same are expressly assumed by the subsequent Developer.

## I. SUBMISSION TO CONDOMINIUM OWNERSHIP.

Developer hereby submits to the condominium form of ownership and use, the land described in Article III hereof, the improvements now and hereafter situated thereon and the easements and rights appurtenant thereto ("Condominium" or "Condominium Property") pursuant to Chapter 718, *Florida.Statutes*, as amended, to the date hereof ("Condominium Act").

## II. NAME AND ADDRESS.

The name by which this condominium is to be identified is COURTNEY PALMS CONDOMINIUM. The street address is 10003 Courtney Palms Blvd.., Tampa, Florida, 33619.

## III. THE LAND.

The land submitted to condominium ("Land") is situated in unincorporated Hillsborough County, Florida, and is described by Exhibit "A" attached hereto and made a part hereof and consists of a parcel of real property upon which are and will be situated residential improvements which are submitted hereby to condominium ownership. A survey of the Land is attached hereto and made a part hereof as part of Exhibit "C". At the time of recordation of the Declaration in the Public

Records of Hillsborough County, Florida, the Land will be submitted to the condominium form of ownership.

## IV. DESCRIPTION OF CONDOMINIUM PROPERTY.

A graphic description of the buildings in which Units of the Condominium are located, including an identification of each Unit (as defined in the Condominium Act and herein) by number is attached hereto and made a part hereof as Exhibit "D". A survey of the Land and plan of improvements located upon the Land is attached hereto and made a part hereof as Exhibit "C". The Condominium Property consists of twenty (20) residential buildings, containing three hundred fifty four (354) Units, eleven (11) covered parking space (garage) buildings, Common Elements and Limited Common Elements, as those terms are herein defined.

## V. DEFINITION OF UNITS, COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

The Condominium will consist of "Units", "Common Elements" and "Limited Common Elements" as those terms are herein defined.

A. Units. The term "Units" as used herein shall mean and comprise the separate residential dwellings in the Condominium which are located and individually described in Exhibits "C" and "D" hereto excluding, however, the Common Elements and:

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

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

3. all other fixtures and equipment, if any, attached, affixed or contiguous to the exterior of and serving a Unit.

Notwithstanding the foregoing, all glass and/or translucent material, insect screens and screening in windows and doors and the material covering other openings in the exterior walls of Units shall be construed to be within the boundaries or limits and part of the Unit exclusively served by such windows, doors and other openings. All heating and circulating equipment and associated ducts, wiring thermostats, conduits and related fixtures that exclusively serve a Unit shall be considered to be a part of such Unit.

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

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

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

3. Property and installations for the furnishing of utility services (i) to more than one Unit, (ii) to a Unit other than the Unit containing the installation or (iii) to the Common Elements, specifically excluding however, any utility main lines, force mains or collection lines and meters owned and maintained by the utility company servicing the Condominium Property;

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

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

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

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

The Common Elements include all Limited Common Elements defined in Article III C hereafter.

C. Limited Common Elements. The term "Limited Common Elements" includes any and all Common Elements which are reserved herein, or assigned, or granted separately herefrom, for the use of a certain Unit or Units to the exclusion of the other Units, including, without limitation, the exclusive use of any parking space(s) (covered or uncovered) assigned by Developer in its sole discretion as a Limited Common Element. Developer may assign to the Owner of a parking space(s) (covered or uncovered) which has not been previously assigned to another Unit, and which may be for additional consideration to Developer, until Developer has assigned all parking spaces, until the earlier of transfer of control of the Association by the Developer to the Owners or when the Developer no longer holds units for sale. After the time period in which the Developer may assign parking spaces, such right shall be held by the Association, and which may be for consideration to the Association. All assignments of parking spaces shall be made by separate instrument or in the deed of conveyance of the Unit. Upon assignment, each parking space so assigned shall be deemed to be a Limited Common Element of the Unit and the Unit Owner's right to use of such parking space shall become an appurtenance to the Unit and may be encumbered or conveyed thereafter as an appurtenance to said Unit without specific reference to said parking space. After exclusive use of such parking space is

assigned by Developer, it may not be assigned, conveyed or encumbered except as an appurtenance to the Unit to which it is assigned. Notwithstanding the foregoing, a Unit Owner may convey or transfer the exclusive use of a covered parking space (i) to the purchaser of such Unit Owner's Unit, or (ii) to another Unit Owner. Provided that with respect to a conveyance or transfer of the exclusive use of the parking space under (ii) above, such conveyance or transfer shall be approved in writing by the Association, which approval shall not be unreasonable withheld. Any such conveyance or transfer shall be by written instrument executed with the formalities of a deed and recorded in the public records of Hillsborough County, Florida. Failure to so record the conveyance or transfer of the exclusive right to use a parking space and the written consent of the Association thereto, if required, shall render the transfer or conveyance null and void. For the period that Developer is able to assign parking spaces as provided above, any parking space may be used by Developer and leased, pending assignment. Notwithstanding anything to the contrary herein contained, there shall be no more than two (2) parking spaces assigned to any Unit..

## VI. APPURTENANCES TO UNITS.

There shall be appurtenant, and pass with title to each Unit, the rights, shares and interests provided by the Condominium Act which shall be deemed to include, without limitation, the following:

A. An undivided share in the Common Elements and in the "Common Surplus" (as that term is elsewhere herein defined). The undivided share in the Common Elements and the Common Surplus of the Condominium appurtenant to each Unit is that percentage based upon the total square footage of each residential unit in uniform relationship to the total square footage of each other residential unit in the Condominium, and which is set forth in the schedule which is annexed hereto and made a part hereof as Exhibit "B".

B. The right to use exclusively, or in common with certain other Units where so specified, those portions of the Common Elements designated and/or reserved herein and/or granted elsewhere to a certain Unit or Units as Limited Common Elements.

C. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time (as shown on Exhibit "D" hereto) and as it may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is permanently vacated from time to time.

D. Non-exclusive easements to be used and enjoyed in common with the owners of all Units in the Condominium, their guests and invitees, for use of the Common Elements, including, without limitation, easements for:

1. the furnishing and maintenance of utility services to all parts of the Condominium Property over, across, in and through the Land, buildings and other improvements,

as the fixtures and equipment therefore now exist and/or may be modified or relocated; and

2. vehicular and pedestrian access over, across, upon, in and through the drives, entries, gates, walks, grounds and other portions, if any, of the Common Elements as are intended and/or provided for pedestrian and vehicular traffic through the Condominium and for access to public ways and the improvements, fixtures and equipment thereon.

E. An exclusive easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of Developer or any Unit Owner(s) including, without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment.

F. The right to membership in the Association with full voting rights appertaining thereto (as defined in Paragraph VIII) upon the terms and conditions set forth elsewhere herein.

G. Unit Owners and their guests, invitees and domestic help, and all delivery, pickup and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities authorized by Developer to serve the Condominium, holders of mortgage liens on the Condominium or any Unit and such other persons as Developer may from time to time designate shall have the non-exclusive and perpetual right of ingress and egress over and across the real property located within the Condominium intended for vehicular and pedestrian use (hereinafter referred to as "roadways") subject however, to the right of Developer to install, erect, construct and maintain utility lines and facilities in certain portions of the roadways and to erect security gates or other devices to limit access over certain portions of the roadways. Provided, however, notwithstanding the foregoing, Developer reserves and shall have the unrestricted and absolute right to deny ingress over the roadways to any person, other than a Unit Owner, who, in the opinion of the Association or Developer, may create or participate in a disturbance or nuisance on any part of the Condominium or who, in the opinion of the Association or Developer, may create or participate in a disturbance or nuisance on the Condominium. The rights of Developer shall terminate at such time Developer is no longer offering Units for sale in the ordinary course of business.

Developer and the Association shall have the right, but not the obligation, from time to time to control and regulate all types of traffic on the roadways and parking areas, including the right to prohibit use of the roadways by traffic or vehicles (including, without limitation, go-carts and skateboards) which in the sole opinion of the Association or Developer would or might result in damage to the roadways, parking areas or pavement or other improvements thereon, or create a nuisance for the residents, and the right, but not the obligation, to control and prohibit parking on all or any part of the roadways. Developer and the Association shall have the right to establish security procedures for the protection of the property and residents to which access is provided

over the roadways, including the right to restrict the rights of the general public to access over the roadways and parking areas and to require compliance with security procedures by guests and invitees of the Unit Owners.

## VII. COMMON EXPENSES AND COMMON SURPLUS.

As set forth in Article VIII of this Declaration, the Association will administer the operation and affairs of the Condominium.

The term "Common Expenses" as used herein shall mean all expenses for which the Unit Owners in the Condominium (except the Association) shall be liable to the Association. The term "Common Surplus" as used herein shall mean the excess of all receipts of the Association collected on behalf of the Condominium including, without limitation, assessments, rents, profits and revenues on account of the Common Elements of the Condominium, over the amount of the Common Expenses of the Condominium. All Unit Owners (except the Association) in the Condominium shall share the Common Expenses and shall own the Common Surplus in the proportions or percentages set forth in the schedule annexed hereto and made a part hereof as Exhibit "B", except as to Common Expenses attributable to covered parking spaces (garages). All expenses attributable to covered parking spaces (garages) shall be borne solely by the Unit Owners to which such covered parking spaces (garages) are appurtenant in shares or proportions which is calculated on a uniform basis as set forth on Exhibit "B-1" attached hereto.

## VIII. THE ASSOCIATION.

A. Operation of the Condominium. The entity responsible for the operation of the Condominium shall be COURTNEY PALMS CONDOMINIUM ASSOCIATION, INC. a Florida corporation not-for-profit ("Association") of which a copy of the Articles of Incorporation ("Articles") and Bylaws ("Bylaws") are annexed hereto and made a part hereof as Exhibits "E" and "F", respectively. Subject to the rights reserved to Developer herein and in the Condominium Act to administer and manage the Condominium initially, the Association shall administer and manage the Condominium provided, that the Association may delegate its maintenance, management and operational duties and obligations by contract to the extent permitted by the Condominium Act.

B. Power. Developer hereby grants to the Association the power to grant easements over the Common Elements without the necessity of joinder of all Unit Owners. The Association's power to grant such easements shall be governed and exercised in accordance with the provisions of the Articles and Bylaws and shall not be exercised in a manner that materially and adversely affects the property rights of any Unit Owner.

## IX. BYLAWS OF ASSOCIATION.

A copy of the Bylaws of the Association is annexed hereto and made a part hereof as Exhibit "F".

## X. VOTING RIGHTS OF UNIT OWNERS.

The Unit Owner(s) shall become a member or members of the Association automatically upon and simultaneously with delivery of a deed of conveyance of fee title thereto from Developer or, in a conveyance by a grantee or a remote grantee of Developer, a deed which otherwise complies with the terms and conditions of this Declaration, the Articles of Incorporation and Bylaws of the Association. There shall be appurtenant and pass with title to each Unit one vote as a member of the Association ("Voting Interest") which may be exercised by the Unit Owner (s) , or the duly constituted proxy of the Unit Owner(s) at all meetings of members and in connection with all matters upon which members of the Association are entitled to vote. The qualification of members of and manner of admission to membership in the Association, the termination of such membership and voting by members shall be as provided for in the Articles of Incorporation and Bylaws of the Association.

## XI. AMENDMENT TO DECLARATION.

Except for amendments which Developer is authorized and/or obligated elsewhere herein to make and except as may be elsewhere herein or in the Condominium Act otherwise specifically provided, this Declaration may be amended only in the following manner:

A. Notice. Notice of the subject matter of any proposed amendment to this Declaration shall be included in the notice of any meeting at which such proposed amendment is to be considered.

B. Proposal. Amendments to this Declaration may be proposed by the Board by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or, in the alternative, by a written instrument signed by a majority of the Board, or by the Owners of a majority of the Voting Interests, whether by vote of such Unit Owners as members of the Association at a special or regular meeting of the members or by written instrument signed by them.

C. Adoption. Any amendment to this Declaration so proposed by the Board or members of the Association shall be transmitted to the President of the Association or, in the absence of the President, to a Vice President or other acting chief executive officer, who shall thereupon call a special meeting of the Unit Owners to consider and vote upon such proposed amendment; provided, that a proposed amendment may be considered an voted upon at an annual meeting of the members of the Association if the next such meeting is to be held within the time hereafter limited and if notice of the proposed amendment shall be included in the notice of such meeting. The special or annual meeting, as the case may be, of the members shall be held no sooner than thirty (30) days nor later than sixty (60) days from the date of receipt by the Association of the proposed amendment. Notice of the meeting shall be in the form and shall be delivered and the meeting shall be called and held as provided for thin the Bylaws of the Association; provided, that any member may, in writing signed by such member, waive notice of

any such meeting in the manner provided for in the Bylaws of the Association and such waiver, when delivered to the Secretary of the Association for filing in its records, whether before, during or after such meeting shall be construed to be the equivalent of giving notice to such member. The proposed amendment may be adopted and shall become effective, by and upon the affirmative vote at such meeting of Unit Owners owning not less than sixty-six and two-thirds percent (66 2/3 %) of the Voting Interests; provided, that any amendment so proposed may be adopted, without a formal meeting of the members, by an instrument executed and acknowledged with the formalities of a deed by members owning not less than sixty-six and two-thirds percent (66 2/3%) of all the Voting Interests. Any amendment so proposed which also requires the approval of Institutional Mortgagees, and the requisite approval has been so obtained, may be adopted and reflected by a Certificate of the Secretary of the Association certifying the requisite approval. Notwithstanding the foregoing provisions for adoption of amendments to this Declaration or any other provisions for amendment in the Condominium Act, no amendment shall:

1. materially change the configuration or size of any Unit, or materially modify any appurtenance to a Unit, unless the record owner thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment;

2. discriminate against any Unit Owner or against any Unit or building or class of buildings comprising part of the Condominium Property, unless records owners of all affected Units shall join in the execution and acknowledgment of the amendment;

3. change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit Owner in the Common Surplus, or increase the share of any Unit Owner (s) in the Common Expenses, unless the record owners of all Units and the record owners of all liens thereon shall join the execution and acknowledgment of such amendment;

4. materially or adversely affect the lien or priority of any previously recorded mortgage to an Institutional Lender, or materially and adversely affect the rights and remedies of Institutional Lenders holding mortgages on five or more Units.

Provided however, no amendment shall affect any right reserved to Developer, without the prior written consent of Developer, which may be withheld for any reason whatsoever, unless the same is required by law.

D. Form of Proposed Amendment. No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, instead, a notation must be inserted

immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of declaration. See provision .... for present text". Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

E. Effective Date and Recording Evidence of Amendment. As the adoption of any amendment to this Declaration, such amendment shall be effective as of the date of and at the time of filing the amendment in the public records of Hillsborough County, Florida. The President of the Association or, in the absence of the President, a Vice President or other acting chief executive officer of the Association, shall execute and cause to be filed in the public records of Hillsborough County, Florida, the original amendment to the Declaration, which shall include the recording data identifying this Declaration and which shall be executed in the form required for the execution of a deed. A true and correct copy of each such amendment shall be delivered, forthwith after adoption thereof, to the record owners of all Units by the President, Vice President or other acting chief executive officer of the Association, but delivery of such copies shall not be a condition precedent to the effectiveness of any such amendment.

F. Amendment to Correct Omission or Error in Condominium Documents. Notwithstanding any provision to the contrary set forth in this Article XI or elsewhere, in and of this Declaration, the Articles of Incorporation or Bylaws of the Association, the affirmative vote of the owners of not less than fifty-one percent (51%) of the Units in the Condominium shall be sufficient to adopt an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially and adversely affecting the rights of Unit Owners, lienors or mortgagees.

G. Amendment by Developer. Notwithstanding any provision to the contrary set forth in this Article XI or elsewhere in this Declaration or in the Articles of Incorporation or Bylaws of the Association, Developer may, without the consent or joinder of any other party, amend this Declaration (i) to add any surveyor's certificates as described in Article IV, (ii) to amend any provision of this Declaration in a manner that will not materially and adversely affect the property rights of any Unit Owner other than Developer and (iii) to amend any provision of this Declaration to correct any scriveners error in a manner that will not materially and adversely affect the property rights of any Unit Owner other than Developer. Developer's right to amend this Declaration as provided in subsection (ii) of this Paragraph G shall exist until such time as Developer is no longer offering Units for sale in the ordinary course of business. Notwithstanding anything to the contrary contained in this Paragraph G., no amendment shall materially or adversely affect the lien or priority of any previously recorded mortgage to an Institutional Lender, or materially or adversely affect the rights and remedies of Lender, or materially and adversely affect the rights and remedies of Institutional Lenders holding mortgages on five or more Units. Provided however, Developer shall not make any amendment to this Declaration, without the consent of Unit Owners, as to matters covered by Sections 718.110(4) and 718.110(8), *Florida Statutes*, and such amendment, if any, the Unit Owner consent as to such matters shall be in accordance with Sections 718.110(4) and 718.110(8)

*Florida Statutes*.

H. Amendments Relating to Surface Water or Stormwater Management System. Notwithstanding any provision to the contrary set forth in this Article XI or elsewhere in this Declaration or in the Articles of Incorporation or Bylaws of the Association, any amendment to this Declaration which alters the Surface Water or Stormwater Management System, as such term is hereafter defined, beyond maintenance in its original condition, or which in any way affects the obligation of the Association to maintain the Surface Water or Stormwater Management System, if any, must have the prior written approval of the South West Florida Water Management District, as may be applicable. The South West Florida Water Management District shall have rights to enforce the provisions of this Paragraph H.

I. Amendments Relating to Provisions Benefitting Institutional Mortgagees. Notwithstanding any provision to the contrary set forth in this Article XI or elsewhere in this Declaration or in the Articles of Incorporation or Bylaws of the Association, any amendment to this Declaration which benefits an Institutional Mortgagee may not be amended without the approval of not less than sixty-six and two thirds percent (66 2/3%) of the Voting Interests and fifty-one percent (51%) of the Institutional Mortgagees.

## XII. MAINTENANCE, REPAIRS AND REPLACEMENTS.

Responsibility for maintenance, repairs and replacements of the Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

A. Units. Each Unit and the fixtures, equipment and appliances comprising a part thereof, located therein or exclusively serving the same, including but not limited to HVAC, shall be maintained, kept in good repair and replaced by and at the expense of the Unit Owner(s) thereof. All maintenance, repairs and/or replacements for which Unit Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by the Association for loss or damage to or within Units shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance.

B. Common Elements. The Association shall be responsible for and shall assess against and collect from the Unit Owners, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition all of the Common Elements (which includes Limited Common Elements). The Association shall, at the expense of the Unit Owners, repair any and all incidental damage to Units resulting from maintenance, repairs and/or replacements of or to the Common Elements. The Association's responsibility with respect to the Common Elements shall include, without limitation, the obligation to maintain, operate and repair the Surface Water or Stormwater Management System, as such term as hereafter defined. For purposes of this

Declaration, the term Surface Water or Stormwater Management System shall mean and refer to a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse, water to prevent or reduce flooding, overdrainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges from the system. The Surface Water and Stormwater Management System shall be subject to the terms of the permits therefore as now or in the future existing.

C. Limited Common Elements The Association shall be responsible for and shall assess against and collect from the Unit Owners, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition any Common Elements designated herein as Limited Common Elements and shall be a Common Expense of the Association., except for the covered parking spaces (garages). The Association shall be responsible for and shall assess against and collect from the Unit Owners, the costs of maintaining, repairing, replacing and keeping in clean and orderly condition any Common Elements designated herein as Limited Common Elements which are designated as covered parking spaces (garages). The costs for all maintenance and repair of the Limited Common Elements which are designated as covered parking spaces (garages) shall be borne only by the Owner(s) of Unit(s) to which such Limited Common Element is appurtenant in shares or proportions which is calculated on a uniform basis as set forth on Exhibit "B-1" attached hereto and shall not be a Common Expense of the Association. The general maintenance, janitorial services, overhead door mechanical maintenance, and repair of the interior of the Limited Common Elements shall be the sole responsibility of the Unit Owner to which such Limited Common Element is appurtenant at such Unit Owner's sole cost and expense.

D. Maintenance and Repair Necessitated by Negligence of Unit Owners. A Unit Owner shall be responsible for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by proceeds of insurance carried by the Association.

E. Water and Sewer. A Unit Owner shall be responsible for the expense of all water and sewer charges attributable to the Unit. As the Units are not separately metered, the Association receives and pays the bill on behalf of the Units Owners. The Association allocates the charge based on each Units Percentage Interest of Common Surplus and Common Expenses.

## XIII. INSURANCE.

Insurance shall be carried and kept in force at all times in accordance with the following provisions:

A. Duty and Authority to Obtain. The Association shall obtain and keep in force at all times the insurance coverage which it is required hereby to carry and keep in force all of such

other or additional insurance coverage as it is authorized hereby to carry. All insurance obtained by the Association shall be purchased for the benefit of the Association and the Unit Owners and their mortgagees. A certificate evidencing a mortgagee endorsement shall be issued to the mortgagee of each Unit upon the request of such mortgagee. The Unit Owner(s) of each Unit may, at the expense of the Unit Owner(s), obtain insurance coverage against to and loss of the contents of the Unit, personal liability for injury to and death of persons and damage to and loss of personal property of others, and against additional living expenses, provided that all such insurance purchase by Unit Owners may be obtained from the insurer from which the Association purchases coverage against the same risk, liability or peril, if the Association has such coverage; and, provided that each policy of such insurance purchased by a Unit Owner shall, where such provision is available, provide that the insurer waives its right of subrogation as to any claim or claims against other Unit Owners, the Association, and their respective employees, agents, guests and invitees. In any event, any insurance policy purchased by an individual Unit Owner shall provide that coverage afforded by such policy is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against the Association.

B. Required Coverage. The Association shall purchase and carry casualty insurance covering all of the buildings and other improvements of the Condominium including, without limitation, Units, Common Elements and Limited Common Elements, in an amount equal to the maximum insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the Board; such insurance to include or afford protection against:

1. Loss or damage by fire or other hazards covered by the standard extended coverage or other perils endorsements.

2. Such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to buildings and other improvements similar, in construction, location and use, to the buildings and other improvements of the Condominium including, without limitation, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available;

3. Public liability insurance, in such amounts, with such coverage and in such forms as shall be required by the Board to protect the Association and the Unit Owners of all Units, including, without limitation, hired automobile, off premises employee coverage, water damage and legal liability, with cross-liability endorsements to cover liability of all Unit Owners as a group to each Unit Owner and waiver of rights of subrogation;

4. Workmen's compensation insurance as may be needed to meet the requirements of law;

5. Loss or damage by flood, to the extent, if any, required or necessitated by law, including, without limitation, the Flood Disaster Protection Act of 1973, or any similar law

or regulation; and

6. Fidelity bonds as may be required under the Condominium Act.

Any proposed amendment to this Article XIII(B) regarding fidelity bonds or Hazard Insurance Coverage shall require the approval of not less than sixty-six and two thirds percent (66 2/3%) of the Voting Interests and not less than fifty-one percent (51%) of the Institutional Mortgagees.

C. Optional Coverage. The Association may purchase and carry such other insurance coverage, other than title insurance, as the Board, in its sole discretion, may determine from time to time to be in the best interests of the Association and Unit Owners, or as an Institutional Lender may reasonably require while it holds a mortgage encumbering any Unit.

D. Premiums. Premiums for all insurance obtained and purchased by the Association shall be paid by the Association. The cost of insurance premiums, and other incidental expenses incurred by the Association in administering and carrying out the provisions of this Article, shall be assessed against and collected from Unit Owners as Common Expenses.

E. Assured. All policies of insurance obtained and purchased by the Association shall be for the benefit of the Association, its members and their mortgagees, as their interests may appear, shall provide that all proceeds covering casualty losses shall be paid to the Condominium Association or "Insurance Trustee" as hereinafter provided or to its successor as set forth herein, and the proceeds from insurance against any casualty loss shall be held for the use of the Association, the Unit Owners and their respective mortgagees as their interests may appear, to be applied or distributed in the manner herein provided. The Association is here constituted and appointed agent for all Unit Owners, with authority to negotiate and settle the value and extent of any and all losses covered under any policy of casualty insurance, and the Association is granted full right and authority to execute, in favor of any insurer, a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

F. Insurer. All persons beneficially interested in the insurance coverage obtained, purchased and maintained by the Association shall be bound by the Associations' selection of its insurer(s) and the amount of insurance coverage carried and kept in force by the Association.

G. Insurance Trustee. The Association shall have the right to designate the Insurance Trustee and all persons beneficially interested in such insurance coverage shall be bound by the Associations's selection of the Insurance Trustee.

1. Qualifications, Rights and Duties. The Insurance Trustee shall be a bank with trust powers, doing business in the State of Florida, or if no such Insurance Trustee is designated, shall be the Board of Directors of the Association. The Insurance Trustee shall not be liable for the payment of premiums, the renewal of any policy or policies of casualty

insurance, the sufficiency of coverage, the form or content of policies nor for the failure to collect any insurance proceeds. The sole duty of the Insurance trustee shall be to receive such proceeds of casualty insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of the Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. The Association shall pay a reasonable fee to the Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as the Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit Owners as a Common Expense or from the owners of the Limited Common Elements designated as covered parking spaces (garages). The Insurance Trustee shall be liable only for its willful misconduct, bad faith or gross negligence, and then only for such money as may come into the possession of the Insurance Trustee. If and when the Insurance Trustee is required to distribute insurance proceeds to Unit Owners and their mortgagees, as their respective interests may appear, the Insurance Trustee may rely upon a certificate of the President and Secretary of the Association, executed under oath and provided to the Insurance Trustee upon request to the Association; such certificate to certify the name or names of the Unit Owners, the mortgagee(s) thereof, and the respective percentages of any distribution which is to be made to the Unit Owner(s) and mortgagee(s), as their respective interests may appear. If and when insurance proceeds are paid to the Insurance Trustee for any casualty loss, the holder(s) of any mortgage or mortgages encumbering a Unit shall not have the right to determine or participate in the determination of repair or replacement of any loss or damage, and shall not have the right to elect to apply insurance proceeds to the reduction of indebtedness secured by such mortgages, unless the insurance proceeds represent a distribution to the Unit Owner(s) and the mortgagee(s) thereof, after such insurance proceeds have been first applied to repair, replacement or reconstruction of any loss or damage, or unless such casualty insurance proceeds are authorized to be distributed to the Unit Owner(s), and the mortgagee(s) thereof by reason of loss of or damage to personal property constituting a part of the Common Elements and Limited Common Elements and as to which a determination is made not to repair, replace or restore such personal property.

H. Application of Insurance Proceeds. The proceeds of casualty insurance paid to the Insurance Trustee by an insurer for loss or damage to real and/or personal property upon which the Association carries insurance, shall be applied and paid as follows:

1. Common Elements and Limited Common Elements Only. The proceeds paid to the Insurance Trustee for loss of or damage to real property or improvements constituting Common Elements and Limited Common Elements shall only be applied to the repair, replacement or reconstruction of such loss or damage.

If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Limited Common Elements (excluding Limited Common Elements which are designated as covered parking spaces (garages)), the excess shall be paid by the Insurance Trustee to the Unit Owners, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the

Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements and Limited Common Elements (excluding Limited Common Elements which are designated as covered parking spaces (garages)), the Association shall deposit with the Insurance Trustee, from any Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage to the Common Elements and Limited Common Elements (excluding Limited Common Elements which are designated as covered parking spaces (garages)) and the amount of the insurance proceeds. If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners, as a Common Expense.

If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Limited Common Elements designated as covered parking spaces (garages), the excess shall be paid by the Insurance Trustee to the Unit Owners, and their respective mortgagees, as their interests may appear, in uniform shares or proportions as set forth on Exhibit B-1 attached hereto.. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Limited Common Elements designated as covered parking spaces (garages)), the Association shall deposit with the Insurance Trustee, from any Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage to the Limited Common Elements designated as covered parking spaces (garages)) and the amount of the insurance proceeds . If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay to the Insurance Trustee such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners to which such Limited Common Elements designated as covered parking spaces (garages) are appurtenant in uniform shares or proportions as set forth on Exhibit B-1 attached hereto.

2. Units, Common Elements and Limited Common Elements. The proceeds paid to the Insurance Trustee for loss of or damage to a building, constituting Common Elements, Limited Common Elements and one or more Units thereof only, shall be first applied to the repair, replacement or reconstruction of Units, then Common Elements (which includes Limited Common Elements other than covered parking spaces (garages)), then to Limited Common Elements designated as covered parking spaces (garages).

If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements (which includes Limited Common Elements other than covered parking spaces (garages)) and Units, the excess shall be paid by the Insurance Trustee to the owners all Units and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Limited Common Elements which are designated as covered parking spaces (garages), the excess shall be paid by the Insurance Trustee to the owners all Units to which such Limited Common Elements

designated as covered parking spaces (garages) are appurtenant and their respective mortgagees, as their interests may appear, in uniform shares or proportions as set forth on Exhibit B-1 attached hereto.

If the insurance proceeds shall be insufficient to pay for the repair, replacement or reconstruction of the Units and Common Elements (which includes Limited Common Elements other than covered parking spaces (garages)), each Unit Owner shall be responsible for the portion of the deficiency in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements and shall deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Units and Common Elements (which includes Limited Common Elements other than covered parking spaces (garages)). If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Units, but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Common Elements (which includes Limited Common Elements other than covered parking spaces (garages)), each Unit Owner shall be responsible for the portion of the deficiency in shares or proportions equal to the undivided interest appurtenant to each such Unit in the Common Elements and shall deposit such sum with the Insurance Trustee to be applied by the Insurance Trustee toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Units and Common Elements (which includes Limited Common Elements other than covered parking spaces (garages)). If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Limited Common Elements which are designated as covered parking spaces (garages), the difference between the total cost of repairing, replacing or reconstructing the Units, Common Elements and Limited Common Elements other than covered parking spaces (garages) and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners to which such Limited Common Elements designated as covered parking spaces (garages) are appurtenant and in such event, the cost of repairing, replacing or reconstructing the Limited Common Elements designated as covered parking spaces (garages) destroyed or damaged, shall be the responsibility of the owners of Units to which such Limited Common Elements designated as covered parking spaces (garages) are appurtenant, who shall each deposit with the Insurance Trustee the amount necessary to repair, replace or reconstruct their respective covered parking spaces (garages) in uniform shares or proportions as set forth on Exhibit B-1 attached hereto.

I. Deposits to Insurance Trustee After Damage. Within sixty (60) days after a loss of or damage to Condominium Property covered by casualty insurance, the Association shall obtain estimates of the cost of repairing, replacing or restoring the same, including the cost of professional fees and any construction bond which the Board may require. If, from such estimates, it shall appear that the insurance proceeds payable for such loss or damage will be insufficient to pay the total costs thereof, whether it is to be paid by one or more Unit Owners, the deficit shall be deposited with the Insurance Trustee not later than thirty (30) days from the day on which the Insurance Trustee receives the insurance proceeds.

## XIV. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

Whether, and the manner in which, any or all of the Condominium Property which shall be damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

A. Residential Buildings. If any residential building shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

1. Total Destruction of all Residential Buildings. If all residential buildings within the Condominium are totally destroyed or are so damaged that no Unit therein is habitable, the buildings and none of the improvements comprising Common Elements shall be reconstructed, and the Condominium shall be terminated unless the owners of Units to which seventy-five percent (75%) of the Common Elements are appurtenant and mortgagees holding first mortgages on not less than fifty-one percent (51%) of the Units agree in writing, within sixty (60) days after the date of such destruction, to reconstruct the same and/or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder and in either case as long as the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed.

2. Partial Destruction of the Residential Buildings. If one or more, but less than all of the Units in the buildings remain habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed so that the buildings and/or Units shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement of the Unit Owners and mortgagees in the manner provided in Article XIVA(1) hereof, that the Condominium shall be terminated.

B. Common Elements and Limited Common Elements. Damaged or destroyed improvements constituting part of the Common Elements and Limited Common Elements shall be repaired, reconstructed and/or replaced unless in the event of total destruction of the Units, or by agreement after partial destruction, the Condominium shall be terminated.

C. Certificate. The Insurance Trustee may rely upon a certificate executed by the President and Secretary of the Association to determine whether or not damaged or destroyed Condominium Property shall be repaired or reconstructed.

D. Plans and Specifications. Repair or reconstruction of the Condominium Property shall be substantially in accordance with the plans and specifications pursuant to which the same were originally constructed, provided that the Board may authorize reasonable variations from the original plans and specifications as may appear to them to be necessary or

desirable.

E. Responsibility. If the damage or destruction shall be limited only to one or more Units for which the responsibility of maintenance, repair and replacement is that of the affected Unit Owners, then such Unit Owners shall be responsible for carrying out the repair or reconstruction thereof. In all other instances of damage or destruction, the Association shall be responsible for carrying out the repair and reconstruction thereof.

F. Construction Funds. All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit Owners shall be disbursed toward payment of such costs in the following manner:

1. Association. If the total funds assessed against and collected from Unit Owners by the Association for payment of repair and reconstruction costs is more than Five Hundred Thousand and no/100 Dollars ($500,000.00) then all such sums shall be deposited by the Association with and disbursed by the Insurance Trustee. In all other cases the Association shall hold such sums so assessed and collected and shall disburse the same in payment of the costs of reconstruction and repair.

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

(a) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all Unit Owners, shall be paid by the Insurance Trustee to the affected Unit Owners and, if any of such Units are mortgaged, to the affected Unit Owners and their mortgagees jointly, or in such other method as the effective insurance policy shall require.

(b) Association--Lesser Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Five Hundred Thousand and no/100 Dollars ($500,000.00) then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

(c) Association--Major Damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Five Hundred Thousand and no/100 Dollars ($500,000.00) then the construction fund shall be disbursed in payment of such costs in the manner required by the Board and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere herein stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(e) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid, nor to determine whether surplus funds to be distributed are less than the assessments paid by Unit Owners. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

## XV. USE RESTRICTIONS.

Use of the Condominium Property shall be in accordance with and subject to the following provisions so long as the Condominium exists:

A. Units. Each of the Units shall be occupied only by a single family, its servants and guests or lessees as a residence and for no other purposes.

B. Common Elements. The Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of such improvements.

C. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No use shall be made of any Unit or of the Common Elements which will increase the rate of insurance

upon the Condominium Property.

D. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

E. Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Board. Such regulations may include, without limitation, limitations on the number and species of pets which may be kept within the Condominium Property. No such regulation shall contravene any portion of this Declaration or of the Association's Articles of Incorporation or Bylaws. Copies of such regulations and amendments thereto shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request.

F. Proviso. Until Developer has sold all of the Units, neither the Unit Owners nor the Association shall interfere with the sale of the Units. Developer may make such use of the unsold Units and Common Elements (including, without limitation, the clubhouse) as may facilitate such sales, including, but not limited to, maintenance of sales offices and model units, the display of signs and use of the Common Elements in the promoting of sales of Units in the Condominium.

G. Rights of Developer. Developer, for itself, its successors, assigns, nominees, designees and grantees, hereby reserves a perpetual, alienable, releasable and non-exclusive easement, privilege and right of ingress and egress over and across all paved roadways and drives located within the Condominium Property and for use the recreational area of the Condominium for sales and promotional purposes. Developer shall have the unrestricted and sole right and power of assigning in whole or in part, alienating and releasing the privileges, easement and rights referred to in this paragraph. Such easement is and shall remain a private easement and the sole and exclusive property of Developer, its successors, assigns, nominees, designees and grantees; provided, however, such easement rights shall not be used so as to interfere with the installation and location of completed vertical improvements upon the Condominium Property.

H. Leasing. In order to preserve the character of the Condominium as predominantly owner-occupied, and to comply with the eligibility requirements for financing in the secondary mortgage market, leasing of Units shall be governed by the restrictions imposed by this Paragraph. Except as provided herein, the leasing of Units shall be prohibited.

1. Notice. At least seven (7) days prior to entering into the lease of a Unit, the owner shall provide the Board with a copy of the proposed lease agreement. The Board shall approve or disapprove the form and term of said lease. In the event a lease is disapproved, the

Board shall notify the owner of the requisite action to be taken in order to bring the lease in compliance with the Declaration and any rules and regulations adopted pursuant thereto.

2. General. No Unit shall be leased for a term less than three (3) months, without prior written Board approval; and no Unit may be leased more than twice each year, without prior written Board approval. Units may be leased only in their entirety; no faction or portion may be leased without prior written Board approval. All leases shall be in writing and in a form approved by the Board prior to the effective date of the lease. The Board may maintain and, upon request, provide a form which is deemed acceptable. There shall be no subleasing of Units or assignment of leases without prior written Board approval. All leases must be for an initial term of not less than three (3) months, except with written approval, which shall not be unreasonably withheld in cases of undue hardship. Within ten (10) days after executing a lease agreement for the lease of a Unit, the Owner shall provide the Board with a copy of the lease and the name of the lessee and all other people occupying the Unit. The Owner must provide the lessee copies of the Declaration, Bylaws and the rules and regulations. Nothing herein shall be construed as giving the Association the right to approve or disapprove a proposed lessee; the Board's approval or disapproval shall be limited to the form and term of the proposed lease.

This Paragraph H of this Article XV shall not apply to any leasing transaction entered into by an Institutional Mortgagee holding a first mortgage on a Unit who becomes the Owner of a Unit through foreclosure or any other means to the satisfaction of the indebtedness secured by such mortgage held by such Institutional Mortgagee.

I. Institutional Mortgagee Approval of Certain Amendments. Any proposed amendment to the provisions of Article XV(H) or any proposed amendment to impose restrictions regarding resale shall be subject to the approval of not less than sixty-six and two thirds percent (66 2/3%) of the Voting Interests and not less than fifty-one percent (51%) of the Institutional Mortgagees.

J. Restriction Against Conversion of Garages. Covered parking spaces (garages) shall be used solely for the parking of vehicles and storage of personal items and shall not be converted to living or other uses.

## XVI. COMPLIANCE AND DEFAULT.

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto, as they may be amended from time to time. Failure of the Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

A. Negligence. Each Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any

member of his family or his or their guests, employees, agents, lessees or other invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

B. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, the Articles of Incorporation and Bylaws of the Association and any and all regulations adopted pursuant thereto, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

C. Fines. etc. The Association shall be authorized to levy reasonable fines against Unit Owners for violations of the terms and conditions of this Declaration, the Articles of Incorporation and Bylaws of the Association, and any and all regulations adopted pursuant thereto. No fine may exceed One Hundred and no/100 Dollars ($100.00) for any single violation, except that a fine may be levied on the basis of each day of a continuing violation. In such event, the fine shall not exceed One Thousand and no/100 Dollars ($1,000.00) in the aggregate. No fine may be levied except after giving reasonable notice and opportunity for a hearing before a committee comprised of Unit Owners appointed by the Board of Directors to the offending Unit Owner in accordance with procedures to be established by the Board. No fine shall be imposed with respect to any unoccupied Unit.

D. No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles Incorporation and Bylaws of the Association or the regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

## XVII. ASSESSMENTS: LIABILITY, LIEN AND ENFORCEMENT.

To provide the funds necessary for proper operation and management of the Condominium Property, the Association has been granted the right to make, levy and collect assessments against the Units and Unit Owners. The following provisions shall govern the making, levying and collecting of such assessments and the payment of the costs and expenses of operating and managing the Condominium and Association Property by the Association.

A. Determination of Assessments.

1. Assessments by the Association against each Unit Owner and his Unit shall be the share of the total assessments to be made against all Unit Owners and their Units as is set forth on Exhibit "B" attached hereto. Assessments by the Association against each Unit Owner and his Unit which to which a covered parking space (garage) has been assigned as an appurtenance to such Unit shall be as set forth on Exhibit "B-1" attached hereto.

2. Should the Association become the Unit Owner, the assessment which would otherwise be due and payable to the Association by a Unit Owner, reduced by an amount

of income which may be derived from the leasing of such unit (s) by the Association, shall be apportioned and the assessment therefor levied ratably among all Unit Owners which are not owned by the Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association. Should the Association become the owner of any covered parking (garage) which has not been assigned as an appurtenance to a Unit, the assessment which would otherwise be due and payable to the Association by a Unit Owner had such covered parking (garage) been assigned as an appurtenance, reduced by an amount of income which may be derived from the leasing of such covered parking (garage) by the Association, shall be apportioned and the assessment therefor levied ratably among all Unit Owners which are not owned by the Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to any Unit or Units owned by the Association.

B. Time for Payment. The assessment levied against the Unit Owner and his Unit shall be payable in quarterly or monthly, or such other installments and at such time as shall from time to time be fixed by the Board as permitted by the Condominium Act.

C. Annual Budget. The Board shall establish annual budgets in advance for each fiscal year which shall estimate all expenses for the forthcoming fiscal year required for the proper operation, management and maintenance of the Condominium, including, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the assessment for the year shall be based upon such budget. Failure to deliver a copy of the budget to a Unit Owner shall however, not affect the liability of the Unit owner for such assessment. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary. The specific purpose of any special assessment approved by the Board shall be set forth in a written notice of such assessment sent or delivered to each Unit Owner. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus. Without limiting the generality of the foregoing, assessments shall be used for the operation, maintenance and repair of the Surface Water or Stormwater Management System including, but not limited to, work within retention areas, drainage structures and drainage easements.

D. Reserve Fund. The Board, in establishing each annual budget for the Condominium, shall include therein a sum to be collected and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of the Common Elements and personal property held for the joint use and benefit of all Unit Owners. The Board, in establishing each annual budget for the Condominium, shall include therein a sum to be collected

and maintained as a reserve fund for the capital expenditures, deferred maintenance and replacement of the Limited Common Elements designated as covered parking spaces (garages) held for the joint use and benefit of all Unit Owners. The amount to be reserved in each such case shall be computed by dividing the estimated replacement cost of an item by its estimated remaining useful life. Prior to turnover of control of the Association by the Developer to the Unit Owners, other than the Developer pursuant to 718.301, *Florida Statutes*, the Developer may vote to waive the reserves or reduce the funding of reserves for the first 2 fiscal years of the Association's operation, beginning with the fiscal year in which the initial Declaration is recorded, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Unit Owners which has been called to determine whether to waive or reduce the funding of reserves, and if no such result is achieved or a quorum is not attained, the reserves, as included in the budget shall go into effect. After the turnover, the Developer may vote its voting interest to waive or reduce the funding reserves.

E. General Contingency. The Board, when establishing each annual budget, may, when deemed necessary or desirable, include therein a sum to be collected and maintained as a general contingency to provide a measure of financial stability during periods of special stress when such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of assessments by Unit Owners, as a result of emergencies or for other reason placing financial stress upon the Association.

F. Use of Association Funds. All monies collected by the Association shall be treated as the separate property of the Association, and such monies collected from the Unit Owners may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of this Declaration, the Articles, and Bylaws and as the monies for annual assessments are paid to the Association by any Unit Owner, the same may be commingled with monies paid to the Association by the other Unit Owners. Although all funds and other assets of the Association, and any increments thereto or profits derived therefrom, or from the leasing or use of Common Elements, including, without limitation, Common Surplus, shall be held for the benefit of the members of the Association, no member of the Association shall have the right to assign, hypothecate, pledge or in any manner transfer his membership interest therein, except as an appurtenance to his Unit.

G. Delinquency Default. The payment of any assessment or installment thereof due to the Association shall be in default if not paid to the Association on or before the due date thereof. Upon such default, the Association shall be entitled to charge an administrative fee, in addition to interest, in an amount not to exceed Twenty-five and no/100 Dollars ($25.00) or five percent (5%) of the delinquent installment, for each installment due that is late. Upon default and upon recording a claim of lien Pursuant to this Article XVII, the Association shall have the option of accelerating all remaining installments due from the defaulting Unit Owner for the remainder of the budget year in which the default occurs. When in default, the delinquent

assessments (or accelerated installments thereof, if applicable) shall bear interest at the highest rate permitted under applicable law until the same, and all interest due thereon, has been paid in full.

H. Personal Liability of Unit Owner. Each Unit Owner shall be personally liable, jointly and severally, as the case may be, to the Association for the payment of all assessments, regular or special, interest on such delinquent assessments or installments thereof as above provided, and for all cost of collecting the assessments and interest thereon, including reasonable attorney's fee, whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

I. Liability Not Subject to Waiver. No Unit Owner of a Unit may exempt himself from liability for any assessment levied against the Unit Owner and his Unit by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit, or in any other manner.

J. Lien for Assessment. The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements which lien shall and does secure the monies due for all (1) assessments (or accelerated installments thereof, if the Association elects to accelerate installments under paragraph G above) levied against the Unit Owner(s) and each Unit, (2) interest, if any, which may become due on delinquent assessments owing to the Association, and (3) costs and expenses, including a reasonable attorneys fee, which may be incurred by the Association in enforcing its lien upon the Unit. The lien granted to the Association may be established and foreclosed in the Circuit Court in and for Hillsborough County, Florida, and in any suit for the foreclosure of said lien, upon the approval of such Circuit Court, the Association shall be entitled to rental from the Unit Owner of any Unit from and after the entry of foreclosure and shall be entitled to the appointment of a Receiver for said Unit, each in accordance with Section 718.116(6)(c) *Florida Statutes*. The rental required to be paid shall be established by the Circuit Court.

K. Recording and Priority of Lien. The lien of the Association shall be effective from and after recording this Declaration in the public records of Hillsborough County, Florida. However, as to first mortgagees of record, the lien is effective from and after recording a claim of lien. The claim of lien shall state the description of the Unit encumbered thereby, the name of the record owner, the name and address of the Association and the amount and the date when due. The claim of lien shall continue in effect until all sums secured thereby shall have been fully paid, however no claim of lien shall continue for a longer period than one (1) year after the claim of lien has been recorded, unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall secure unpaid assessments, interest, costs, attorney's fees and interest thereon which are due and which may accrue subsequent to the recording of the claim of lien and prior to entry of a final judgment of foreclosure, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the

same shall be satisfied of record.

L. Effect of Foreclosure or Judicial Sale. A first mortgagee who acquires title to the Unit by foreclosure or deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the certificate of title or deed, as applicable. However, such mortgagee's liability is limited to a period not to exceed six (6) months, but in no event shall such mortgagee's liability exceed one percent (1%) of the original mortgage debt to the extent such mortgagee joined the Association in the foreclosure action as more particularly set forth in Section 718.116(1)(b)(2) *Florida Statutes*.

M. Estoppel Certificate. When the Unit Owner proposes to lease, sell or mortgage the Unit, the Association, within fifteen (15) days of written request of the Unit Owner, shall furnish to a proposed purchaser or mortgagee, a statement verifying the status of payment of any assessment or other monies which shall be due and payable to the Association by the owner of such Unit. Such statement shall be executed by any officer of the Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction and the Association shall be bound by such statement.

In any conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor made prior to the time of transfer of title, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

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

N. Commencement of Assessments. The date of commencement of the assessments against each Unit as described in this Article shall be established by the Board.

O. Working Capital Fund. The Board shall designate how and when funds contributed to Working Capital shall be used, subject to the restriction on use at any time the Developer guarantee of assessments may be in effect, in accordance with 718.116(9)(b) *Florida Statutes*.

## XVIII. REGISTRY OF OWNERS AND MORTGAGEES.

The Association shall at all times maintain a register of the names of the Unit Owners and their respective mortgagees which shall be based upon information supplied by the Unit Owners. Upon the transfer of title to any Unit, the transferee shall notify the Association in writing of his

interest in such Unit together with recording information identifying the instrument by which such transferee acquired his interest in the Unit. The Unit Owner of a Unit encumbered by a mortgage shall notify the Association of the name and address of the mortgagee, the amount of such mortgage, or mortgages, and the recording information identifying the same. The holder of any mortgage encumbering a Unit may notify the Association of any such mortgage (s) , and upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

## XIX. ALTERATIONS OF AND IMPROVEMENTS TO UNITS AND COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

Neither a Unit Owner nor the Association shall make any alterations, improvements or additions to Units, Common Elements or Limited Common Elements, except in compliance with the following:

A. Units. Unless the Unit Owner(s) shall first submit plans for such work to the Board and the Board, by resolution unanimously adopted by the affirmative vote of all members thereof, shall approve and consent thereto, no alteration of or improvement or addition to a Unit, shall be made, constructed, erected or installed which shall:

1. remove, in whole or in part, replace, reroute or otherwise affect any column, bearing wall or partition, pipe, duct, wire or conduit or obstruct any easement herein provided for;

2. remove or change the style, pattern, material, texture or outside color of any door, window, screen, fixture, equipment or appliance in or on an exterior Unit or building wall;

3. cover, from the inside or outside, the glass or other transparent and/or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a white or cream colored material;

4. enclose in any fashion or install any flooring other than that which is approved by the Board on a balcony, patio, porch or terrace or modification of flooring type except as may be approved by the Board;

5. affix to or over any exterior door or window, or otherwise install on the exterior of any Unit or building, any storm or hurricane shutter or awning or any protective or decorative panel, paneling, trim, enclosure, fixture or appliance. Notwithstanding anything in this Declaration to the contrary, the Board shall adopt hurricane shutter specifications for each building within the Condominium which shall include color, style and other factors deemed relevant by the Board. All such specifications adopted shall comply with the applicable building

code. The Board shall not refuse approval of the installation or replacement of hurricane shutters conforming to the specifications adopted by the Board. The installation, replacement and maintenance of such shutters in accordance with the procedures set forth herein shall not be deemed a material alteration to the Common Elements for purposes of this Declaration; and

6. otherwise change, modify or alter the exterior of any Unit or building so that it thereby differs in appearance from any other Units or buildings of the same type.

Provided however, the foregoing provisions of Paragraph A. shall not apply to any Unit owned by Developer for the period of time that Developer is offering Units for sale in the ordinary course of business.

B. Common Elements. There shall be no material alterations or substantial improvements or additions to the Common Elements except as hereafter set forth. Upon the affirmative vote of a majority of the members of the Board, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Common Elements, except the acquisition of additional real property. The acquisition of additional real property shall be approved by seventy-five percent (75%) of the Voting Interests in the Association. The cost of such alterations, improvements and/or additions shall be assessed against and collected from all Unit Owners as Common Expenses.

C. Limited Common Elements There shall be no material alterations or substantial improvements or additions to the Limited Common Elements except as hereafter set forth. Upon the affirmative vote of a majority of the members of the Board and the affirmative vote of a majority of the Unit Owners to which the of the Limited Common Elements are appurtenant, the Association shall have the right to make or cause to be made alterations, improvements and/or additions to the Limited Common Elements. The cost of such alternation, improvements and/or additions shall be assessed against only such Unit Owner(s) to which such Limited Common Element is appurtenant. A condition of approval any alteration, repair or replacement may be to require payment from the affected Unit Owner for such repair, replacement or improvement in advance of the Association proceeding. No vote of the affected Unit Owners shall be required for maintenance and repair of the Limited Common Elements.

In any litigation or other dispute related to or arising out of this Article XIX, the prevailing party shall be entitled to reimbursement of its costs incurred in the litigation or dispute including, without limitation, reasonable attorneys, fees for both trial and appeal.

## XX. TERMINATION.

The Condominium may be terminated in the following manner in addition to the manner provided by the Condominium Act:

A. Destruction. In the event it is determined in the manner elsewhere herein

provided that the improvements shall not be reconstructed because of total destruction or major damage, the Condominium plan of ownership will be thereby terminated without agreement.

B. Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Unit Owners in the Condominium, and by all record owners of mortgages upon Units therein owned by Institutional Lenders and other mortgagees approved by the Association. If the proposed termination is submitted to a meeting of the members of the Association (the notice of which meeting gives notice of the proposed termination) and if the approval of the Owners of Units to which not less than seventy-five percent (75%) of the Common Elements are appurtenant and of the record owners of first mortgages encumbering seventy-five percent (75%) of the Units in the Condominium owned by Institutional Lenders are obtained not later than thirty (30) days from the date of such meeting, then the approving Unit Owners shall have an option to buy all of the Units of the other Unit Owners for the period ending on the sixtieth (60th) day from the date of such meeting. Such option shall be upon the following terms:

1. Exercise of Option. The option shall be exercised by delivery or mailing by certified mail of an agreement to purchase signed by the record owners of Units who will participate in the purchase to each of the Unit Owners of the Units to be purchased. The agreement shall indicate which Units will be purchased by each participating Owner and shall agree to purchase all of the Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

2. Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and 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 arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be confirmed in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

3. Payment. The purchase price shall be paid in full in cash or shall include assumption of any existing mortgage financing plus cash.

4. Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

C. Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the public records of Hillsborough County, Florida.

D. Shares of Owners After Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners shall be the same as the undivided shares in the Common Elements appurtenant to the Owner's Units prior to the termination as set forth in Exhibit "B" hereto.

E. Amendment. This Article XX cannot be amended without consent of all Unit Owners and of all owners of mortgages required to approve termination by agreement.

## XXI. CONDEMNATION.

A. General. Whenever all or any part of the Condominium Property shall be taken by any authority having the power of condemnation or eminent domain, each Unit Owner shall be entitled to notice thereof and to participate in the proceedings incident thereto unless otherwise prohibited by law. The award made for such taking shall be payable to the Association if such award amounts to less than Five Thousand and no/100 Dollars ($5,000.00) and to the Insurance Trustee if such award amounts to Five Thousand and no/100 Dollars ($5,000.00) or more. Unless otherwise provided by law at the time of such taking, any award made therefor shall be disbursed by the Association or the Insurance Trustee, as the case may be, as hereinafter provided in this Article XXI.

B. Common Elements. In the event of a taking by eminent domain of part or all of the Common Elements (which includes Limited Common Elements other than covered parking spaces (garages)), if seventy-five percent (75%) or more of the Unit Owners approve the repair and restoration of such Common Elements, the Board of Directors shall arrange for the repair and restoration of such Common Elements, and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments. In the event that seventy-five percent (75%) or more of the Unit Owners do not approve the repair and restoration of such Common Elements, or if no repair or restoration is required, the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required under this Declaration to distribute insurance proceeds where such proceeds exceed the cost of repair or restoration of the damage.

C. Limited Common Elements. In the event of a taking by eminent domain of part or all of the Limited Common Elements which are designated as covered parking spaces (garages), if seventy-five percent (75%) or more of the Unit Owners to which such Limited Common Elements are appurtenant approve the repair and restoration of such Limited Common Elements, the Board of Directors shall arrange for the repair and restoration of such Limited Common Elements, and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in

appropriate progress payments. In the event that seventy-five percent (75%) or more of the Unit Owners to which such Limited Common Elements are appurtenant do not approve the repair and restoration of such Limited Common Elements, or if no repair or restoration is required, the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the net proceeds of such award in the same manner as they are required under this Declaration to distribute insurance proceeds where such proceeds exceed the cost of repair or restoration of the damage.

D. Condemnation of a Unit or Part of a Unit. Where all or part of a Unit has been taken by eminent domain and seventy-five percent (75%) or more of the Unit Owners duly approve the repair and restoration of the Residential Building and Common Elements, the Board of Directors shall adjust such loss with the affected Unit Owner including, but not limited to, the payment of compensation and reduction or elimination of the Unit Owner's undivided interest in the Common Elements. Any such settlement shall not be effective unless approved by the mortgagee(s) of the affected Unit, a majority of the Unit Owners, and Developer, if Developer shall then own two or more Units in the Condominium. In no event shall the Board of Directors be required to make any payment in excess of that portion of the over-all condemnation award that is reasonably attributable to the particular Unit Owner's loss. In no event shall the Board of Directors be required to make any payment pursuant to the terms of this Paragraph prior to receipt of sufficient funds by the Board for such purpose from the condemning authority or Insurance Trustee. However, nothing contained in this Paragraph shall be deemed to prohibit the Board of Directors from making an advance or partial payment to such Unit Owner when the Board, in its discretion, deems such advance or partial payment to be reasonable and proper. Nothing contained in this Paragraph shall be deemed to relieve such Unit Owner of the obligation to contribute to repair or restoration of the Building and Common Elements as elsewhere provided, although the Board of Directors may, in a proper case, reduce the amount of such obligation or eliminate the same. In the event of a loss of a Unit(s), all shares of the undivided interest in the Common Elements and Common Expenses as to the remaining Units shall be recomputed to account for such loss.

E. Notice to Mortgagees. The Board of Directors immediately upon having knowledge of the institution, or threat of institution, of any proceedings or other action with respect to the taking of Units or Common Elements, or any portion thereof in condemnation, eminent domain, or other proceedings or actions involving any unit of government or any other person having power of eminent domain, shall notify all mortgagees holding liens on five (5) or more Units. Such mortgagee may, at its option, if permitted by the court, participate in any such proceedings or actions or, in any event, may, at its option, participate in negotiations in connection therewith, but shall have no obligation to do so.

## XXII. RIGHTS OF DEVELOPER TO SELL OR LEASE UNITS.

So long as Developer, or any mortgagee succeeding Developer in title, shall own any Unit, subject to the provisions of Article XV and Article XXV hereof, it shall have the right to lease or sell any such Unit to any person, firm or corporation, or other entity upon any terms and

conditions as it shall deem to be in its own best interests.

Any mortgagee of a Unit who makes a request in writing to the Association for the items provided in this Paragraph shall have the following rights:

A. To be furnished with at least one (1) copy of the Annual Financial Statement and Report of the Association, including a detailed statement of annual income collected and operating expenses, such Financial Statement and Report to be furnished within sixty (60) days following the end of each fiscal year.

B. To be given written notice by the Association of the call of a meeting of the membership to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or the Articles of Incorporation and Bylaws of Association, which notices shall state the nature of the amendment being proposed.

C. To be given notice of default by any member owning any Unit encumbered by a mortgage held by such mortgagee, such notice to be given in writing and to be sent to the principal office of such mortgagee or to the place which it or they may designate in writing to the Association.

D. To be given an endorsement to the insurance policies covering the Common Elements requiring that such mortgagee be given any notice of cancellation provided for in such policy.

E. Regardless of any provision to the contrary contained in this Declaration, unless at least seventy-five percent (75%) of the Institutional First Mortgagees (based upon one vote for each loan secured by a first mortgage of individual Units in the Condominium Property) have given their prior written approval, the Association shall not be entitled to:

1. by act or omission seek to abandon, partition, subdivide, encumber, sell or transfer real estate or improvements thereon owned directly or indirectly by the Association. The granting of easements for public utilities or for other purposes consistent with the intended use of the Property shall not be deemed a transfer within the meaning of this clause;

2. change the method of determining the obligations, assessments, dues or other charges which may be assessed against any Units by the Association; and

3. by act or omission change, waive or abandon the regulations or enforcement thereof contained in this Declaration pertaining to the architectural design or the exterior appearance of Units, or the maintenance of the Units and Common Elements.

A. Examine Books and Records. Institutional First Mortgagees shall have the rights to examine the books and records of the Association upon reasonable notice during ordinary

working hours. The Association shall make available to Purchasers of Units and Institutional First Mortgagees current copies of this Declaration, the Articles of Incorporation, Bylaws and other rules governing the Association.

B. Taxes and Other Charges. In the event the Association fails to pay, when due, taxes assessed against the Common Elements or premiums of insurance covering the improvements on the Common Elements, then any one or more of said Institutional First Mortgagees may pay such taxes or insurance premiums, and the Association shall be obligated to reimburse such Institutional First Mortgagee or mortgagees for such payments, and until paid, the same shall constitute a lien upon all of the Units in the Condominium in favor of the party or parties, entity or entities, paying same, which said lien may be enforced in a court of competent jurisdiction of the State of Florida in the same manner as a judgment lien may be enforced.

C. Definition of Institutional Mortgagee and Institutional Lender. As used in this Article XXIII and throughout this Declaration the terms Institutional Mortgagee and Institutional Lender shall include a commercial or savings bank, trust company, commercial finance company, insurance company, savings and loan association, pension fund, governmental agency or other such institutional lender, and institutional purchases of first mortgages on the secondary mortgage market, including without limitation, Federal National Mortgage Association ("FNMA").

## XXIV. MISCELLANEOUS.

A. Severability. The invalidity in whole or in part of any covenant or restriction, or any article, subarticle, sentence, clause, phrase or word or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and regulations of the Association shall not affect the validity of the remaining portions thereof.

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

C. Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. The Florida Condominium Act as amended to the date hereof is hereby adopted and made a part hereof. In the event of any conflict between the provisions of this Declaration and the Condominium Act, the provisions of the Condominium Act shall prevail.

D. Assignment by Developer. Developer shall have the right to assign any or all of its interest in the Condominium Property and rights and obligations under this Declaration without consent of any Unit Owner or the Association.

E. Parties Bound. The restrictions and burdens imposed by this Declaration of Condominium are intended to and shall constitute covenants running with the Land and shall constitute an equitable servitude upon each Unit and its appurtenant undivided interest in Common Elements. This Declaration shall be binding upon Developer, its successors and assigns, and upon all parties who may subsequently become Unit Owners in the Condominium, the Association and their respective heirs, legal representatives, successors and assigns.

F. Time Share. No time share estates will be created within this Condominium.

## XXV. DEVELOPER'S RESERVATION FOR LEASING

It is Developer's present intent to have all Units in the Condominium available for sale. However, during the period in which the Developer offers a Unit for sale such Unit may be subject to a lease. As such, the Developer may convey Units subject to the lease applicable to such Unit.

IN WITNESS WHEREOF, Developer has caused the foregoing Declaration of Condominium to be executed, and its corporate seal to be affixed, by its duly authorized officer on the date set forth above.

Signed, sealed and delivered
in the presence of:

**COURTNEY PALMS ACQUISITION, LLC**
a Delaware limited liability company
By: The Courtney Palms, LLC,
A Delaware limited liability company,
its Managing Member
By: Courtney Palms Development Group, LLC
A Florida limited liability company
Its Managing Member

_____
Print Name:_____

By: _____
Gary Burman, Managing Member
10003 Courtney Palms Blvd.
Tampa, Fl 33619

_____
Print Name: _____

_____
Print Name: _____

By: _____
Peter Wenzel, Managing Member
10003 Courtney Palms Blvd.
Tampa, Fl 33619

_____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200_ by Gary Burman as Managing Member of Courtney Palms Development Group, a Florida limited liability company, Managing Member of The Courtney Palms, LLC, a Delaware limited liability company, Managing Manager of Courtney Palms Acquisition, LLC, a Delaware limited liability company, on behalf of the company.

_____
Print Name: _____
NOTARY PUBLIC
State of _____ at Large
Commission #
My Commission Expires:
☐ Personally Known ☐ Or Produced I.D.
[check one of the above]
Type of Identification Produced

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 200_ by Peter Wenzel as Managing Member of Courtney Palms Development Group, a Florida limited liability company, Managing Member of The Courtney Palms, LLC, a Delaware limited liability company, Managing Manager of Courtney Palms Acquisition, LLC, a Delaware limited liability company, on behalf of the company.

_____
Print Name: _____
NOTARY PUBLIC
State of _____ at Large
Commission #
My Commission Expires:
☐ Personally Known ☐ Or Produced I.D.
[check one of the above]
Type of Identification Produced

## CONSENT OF MORTGAGEE

THIS CONSENT OF MORTGAGEE is made as of this _____ day of _____, 200_ on behalf of CapitalSource Finance LLC ("Mortgagee"), being the owner and holder of that certain Mortgage given by Courtney Palms Acquisition, LLC, a Delaware limited liability company ("Mortgagor") dated as of March 1, 2005 and recorded in Official Records Book 14734, at Page 1534, of the Public Records of Hillsborough County, Florida (as amended or modified, the "Mortgage) covering all of the property described on Exhibit A to the attached Declaration of Condominium for Courtney Palms.

WHEREAS. Mortgagor has requested Mortgagee to consent to the recording of the Declaration of Condominium for Courtney Palms ("Declaration").

NOW. THEREFORE. Mortgagee does hereby execute this consent for the purpose of consenting to the recording of the Declaration. By its execution hereof, Mortgagee does not make any representations or warranties with respect to any matters set forth in or pertaining to the Declaration or undertake any of the obligations or liabilities contained therein. This consent is limited to the purposes and requirements of Section 718.104, Florida Statutes, and does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or Declaration.

Made as of the day and year first above written

Witnesses

_____

Print Name:_____

_____

Print Name:_____

**CAPITALSOURCE FINANCE, LLC** a Delaware Limited Liability Company

By:_____

Name:_____

Title:_____

Address: _____

_____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of ____ , 2005, by _____, as _____of CapitalSource Finance, LLC, on behalf of the company. He/she is personally known to me or has produced _____ as identification.

_____

Notary Public, State of Florida

Name: _____

My Commission Expires: _____

My Commission Number is: _____

**EXHIBIT "A"**
**(Legal Description)**

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 30; RUN THENCE SOUTH 89°40'45" EAST, ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4, 902.78 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301 (STATE ROAD NO. 43); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 08°20'31" WEST, 809.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 08°20'31" WEST, 241.89 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 71°27'13" EAST, 437.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE 39.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN INCLUDED ANGLE OF 06°10'59", AND A CHORD OF 39.91 FEET WHICH BEARS NORTH 72°50'30" WEST TO A POINT OF REVERSE CURVATURE; THENCE 49.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 09°28'49", AND A CHORD OF 49.58 FEET WHICH BEARS NORTH 74°29'25" WEST TO A POINT OF TANGENCY; THENCE NORTH 79°13'50" WEST, 98.38 FEET TO A POINT OF CURVATURE; THENCE 77.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 14°42'40", AND A CHORD OF 76.82 FEET WHICH BEARS NORTH 86°35'10" WEST TO A POINT OF TANGENCY; THENCE SOUTH 86°03'31" WEST, 80.55 FEET TO A POINT OF CURVATURE; THENCE 17.87 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, AN INCLUDED ANGLE OF 02°02'52", AND A CHORD OF 17.87 FEET WHICH BEARS SOUTH 85°02'05" WEST TO THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTH 50°42'35" WEST, 96.48 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 301; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 08°20'31" WEST, 108.18 FEET; THENCE NORTH 08°22'31" WEST, 11.82 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 81°37'29" EAST, 61.89 FEET TO A POINT OF CURVATURE; THENCE 44.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET, AN INCLUDED ANGLE OF 04°26'02", AND A CHORD OF 44.10 FEET WHICH BEARS NORTH 83°50'30" EAST TO A POINT OF TANGENCY; THENCE NORTH 86°03'31" EAST, 80.55 FEET TO A POINT OF CURVATURE; THENCE 95.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN INCLUDED ANGLE OF 14°42'40", AND A CHORD OF 94.74 FEET WHICH BEARS SOUTH 86°35'10" EAST TO A POINT OF TANGENCY; THENCE SOUTH 79°13'50" EAST, 98.38 FEET TO A POINT OF CURVATURE; THENCE 61.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN INCLUDED ANGLE OF 09°28'49", AND A CHORD OF 61.15 FEET WHICH BEARS SOUTH 74°29'25" EAST TO A POINT OF REVERSE CURVATURE; THENCE 47.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 09°08'25", AND A CHORD OF 47.81 FEET WHICH BEARS SOUTH 74°19'13" EAST TO A POINT OF COMPOUND CURVATURE; THENCE 133.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 218.50 FEET, AN INCLUDED ANGLE OF 34°53'08", AND A CHORD OF 130.99 FEET WHICH BEARS NORTH 83°40'00" EAST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; THENCE NORTH 01°40'48" WEST, 564.08 FEET; THENCE SOUTH 87°50'40" EAST, 20.44 FEET; THENCE NORTH 43°03'52" EAST, 88.43 FEET; THENCE NORTH 74°10'32" EAST, 128.55 FEET; THENCE

NORTH 88°21'34" EAST, 98.74 FEET; THENCE NORTH 75°59'40" EAST, 259.17 FEET; THENCE SOUTH 55°26'16" EAST, 164.45 FEET; THENCE NORTH 89°07'43" EAST, 113.58 FEET; THENCE NORTH 72°09'52" EAST, 82.37 FEET; THENCE SOUTH 51°16'51" EAST, 167.10 FEET; THENCE SOUTH, 374.02 FEET; THENCE SOUTH 58°31'04" WEST, 46.89 FEET; THENCE SOUTH 52°09'06" WEST, 135.69 FEET; THENCE SOUTH 54°58'45" WEST, 269.01 FEET; THENCE SOUTH 08°45'43" EAST, 225.94 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY OF "CLAIR-MEL CITY, UNIT NO. 52", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 85, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 81°28'15" WEST, 620.00 FEET TO THE NORTHWESTERLY CORNER OF THE RIGHT-OF-WAY OF CALLE STREET AS DEDICATED ON SAID "CLAIR-MEL CITY, UNIT NO. 52"; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CALLE STREET, SOUTH 08°29'43" EAST, 100.02 FEET TO A POINT OF CURVATURE; THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN INCLUDED ANGLE OF 89°59'21", AND A CHORD OF 35.35 FEET WHICH BEARS SOUTH 36°29'58" WEST TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ALAMBRA AVENUE AS DEDICATED BY PLAT OF "CLAIR-MEL CITY, UNIT NO. 51", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 31, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ALAMBRA AVENUE, SOUTH 81°28'15" WEST, 279.48 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 08°20'31" WEST, 150.00 FEET; AND THENCE SOUTH 81°28'15" WEST, 290.40 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 25.66 ACRES, MORE OR LESS.

**EXHIBIT "B"**

**(Common Elements and Common Expense)**

The undivided share in the Common Elements and Common Expense appurtenant to each Units in the Condominium shall be as follows:

| Unit Number | Building Number | % of Common |
|---|---|---|
| 1 | 1 | 0.357% |
| 2 | 1 | 0.299% |
| 3 | 1 | 0.299% |
| 4 | 1 | 0.353% |
| 5 | 1 | 0.357% |
| 6 | 1 | 0.299% |
| 7 | 1 | 0.299% |
| 8 | 1 | 0.357% |
| 9 | 1 | 0.357% |
| 10 | 1 | 0.299% |
| 11 | 1 | 0.299% |
| 12 | 1 | 0.357% |
| 13 | 1 | 0.357% |
| 14 | 1 | 0.299% |
| 15 | 1 | 0.299% |
| 16 | 1 | 0.357% |
| 17 | 1 | 0.357% |
| 18 | 1 | 0.299% |
| 19 | 1 | 0.299% |
| 20 | 1 | 0.357% |
| 21 | 1 | 0.357% |
| 22 | 1 | 0.299% |
| 23 | 1 | 0.299% |
| 24 | 1 | 0.357% |

| Unit Number | Building Number | % of Common |
|---|---|---|
| 25 | 2 | 0.357% |
| 26 | 2 | 0.211% |
| 27 | 2 | 0.211% |
| 28 | 2 | 0.211% |
| 29 | 2 | 0.211% |
| 30 | 2 | 0.357% |
| 31 | 2 | 0.357% |
| 32 | 2 | 0.211% |
| 33 | 2 | 0.211% |
| 34 | 2 | 0.211% |
| 35 | 2 | 0.211% |
| 36 | 2 | 0.357% |
| 37 | 2 | 0.357% |

| Unit Number | Building Number | % of Common |
|---|---|---|
| 38 | 2 | 0.211% |
| 39 | 2 | 0.211% |
| 40 | 2 | 0.211% |
| 41 | 2 | 0.211% |
| 42 | 2 | 0.357% |
| 43 | 2 | 0.357% |
| 44 | 2 | 0.211% |
| 45 | 2 | 0.211% |
| 46 | 2 | 0.211% |
| 47 | 2 | 0.211% |
| 48 | 2 | 0.357% |
| 49 | 2 | 0.357% |
| 50 | 2 | 0.211% |
| 51 | 2 | 0.211% |
| 52 | 2 | 0.211% |
| 53 | 2 | 0.211% |
| 54 | 2 | 0.357% |
| 55 | 2 | 0.357% |
| 56 | 2 | 0.211% |
| 57 | 2 | 0.211% |
| 58 | 2 | 0.211% |
| 59 | 2 | 0.211% |
| 60 | 2 | 0.357% |

| Unit Number | Building Number | % of Common |
|---|---|---|
| 61 | 3 | 0.305% |
| 62 | 3 | 0.243% |
| 63 | 3 | 0.243% |
| 64 | 3 | 0.305% |
| 65 | 3 | 0.305% |
| 66 | 3 | 0.243% |
| 67 | 3 | 0.243% |
| 68 | 3 | 0.305% |
| 69 | 3 | 0.305% |
| 70 | 3 | 0.243% |
| 71 | 3 | 0.243% |
| 72 | 3 | 0.305% |
| 73 | 3 | 0.305% |
| 74 | 3 | 0.243% |
| 75 | 3 | 0.243% |
| 76 | 3 | 0.305% |
| 77 | 3 | 0.305% |
| 78 | 3 | 0.243% |
| 79 | 3 | 0.243% |
| 80 | 3 | 0.305% |

| | | |
|---|---|---|
| 81 | 3 | 0.305% |
| 82 | 3 | 0.243% |
| 83 | 3 | 0.243% |
| 84 | 3 | 0.305% |

| Unit Number | Building Number | % of Common |
|---|---|---|
| 85 | 4 | 0.305% |
| 86 | 4 | 0.299% |
| 87 | 4 | 0.299% |
| 88 | 4 | 0.299% |
| 89 | 4 | 0.299% |
| 90 | 4 | 0.305% |
| 91 | 4 | 0.305% |
| 92 | 4 | 0.299% |
| 93 | 4 | 0.299% |
| 94 | 4 | 0.299% |
| 95 | 4 | 0.299% |
| 96 | 4 | 0.305% |
| 97 | 4 | 0.305% |
| 98 | 4 | 0.299% |
| 99 | 4 | 0.299% |
| 100 | 4 | 0.299% |
| 101 | 4 | 0.299% |
| 102 | 4 | 0.305% |
| 103 | 4 | 0.305% |
| 104 | 4 | 0.299% |
| 105 | 4 | 0.299% |
| 106 | 4 | 0.299% |
| 107 | 4 | 0.299% |
| 108 | 4 | 0.305% |
| 109 | 4 | 0.247% |
| 110 | 4 | 0.299% |
| 111 | 4 | 0.299% |
| 112 | 4 | 0.299% |
| 113 | 4 | 0.299% |
| 114 | 4 | 0.247% |
| 115 | 4 | 0.247% |
| 116 | 4 | 0.299% |
| 117 | 4 | 0.299% |
| 118 | 4 | 0.299% |
| 119 | 4 | 0.299% |
| 120 | 4 | 0.247% |

| Unit Number | Building Number | % of Common |
|---|---|---|
| 121 | 5 | 0.305% |
| 122 | 5 | 0.299% |

| | | |
|---|---|---|
| 123 | 5 | 0.299% |
| 124 | 5 | 0.299% |
| 125 | 5 | 0.299% |
| 126 | 5 | 0.305% |
| 127 | 5 | 0.305% |
| 128 | 5 | 0.299% |
| 129 | 5 | 0.299% |
| 130 | 5 | 0.299% |
| 131 | 5 | 0.299% |
| 132 | 5 | 0.305% |
| 133 | 5 | 0.305% |
| 134 | 5 | 0.299% |
| 135 | 5 | 0.299% |
| 136 | 5 | 0.299% |
| 137 | 5 | 0.299% |
| 138 | 5 | 0.305% |
| 139 | 5 | 0.305% |
| 140 | 5 | 0.299% |
| 141 | 5 | 0.299% |
| 142 | 5 | 0.299% |
| 143 | 5 | 0.299% |
| 144 | 5 | 0.305% |
| 145 | 5 | 0.247% |
| 146 | 5 | 0.299% |
| 147 | 5 | 0.299% |
| 148 | 5 | 0.299% |
| 149 | 5 | 0.299% |
| 150 | 5 | 0.247% |
| 151 | 5 | 0.247% |
| 152 | 5 | 0.299% |
| 153 | 5 | 0.299% |
| 154 | 5 | 0.299% |
| 155 | 5 | 0.299% |
| 156 | 5 | 0.247% |

| Unit Number | Building Number | % of Common |
|---|---|---|
| 157 | 6 | 0.357% |
| 158 | 6 | 0.211% |
| 159 | 6 | 0.211% |
| 160 | 6 | 0.357% |
| 161 | 6 | 0.357% |
| 162 | 6 | 0.211% |
| 163 | 6 | 0.211% |
| 164 | 6 | 0.357% |
| 165 | 6 | 0.357% |
| 166 | 6 | 0.211% |
| 167 | 6 | 0.211% |

| | | |
|---|---|---|
| 168 | 6 | 0.357% |
| 169 | 6 | 0.357% |
| 170 | 6 | 0.211% |
| 171 | 6 | 0.211% |
| 172 | 6 | 0.357% |
| 173 | 6 | 0.247% |
| 174 | 6 | 0.211% |
| 175 | 6 | 0.211% |
| 176 | 6 | 0.247% |
| 177 | 6 | 0.247% |
| 178 | 6 | 0.211% |
| 179 | 6 | 0.211% |
| 180 | 6 | 0.247% |

| Unit Number | Building Number | % of Common |
|---|---|---|
| 181 | 7 | 0.305% |
| 182 | 7 | 0.243% |
| 183 | 7 | 0.243% |
| 184 | 7 | 0.305% |
| 185 | 7 | 0.305% |
| 186 | 7 | 0.243% |
| 187 | 7 | 0.243% |
| 188 | 7 | 0.305% |
| 189 | 7 | 0.305% |
| 190 | 7 | 0.243% |
| 191 | 7 | 0.243% |
| 192 | 7 | 0.305% |
| 193 | 7 | 0.305% |
| 194 | 7 | 0.243% |
| 195 | 7 | 0.243% |
| 196 | 7 | 0.305% |
| 197 | 7 | 0.305% |
| 198 | 7 | 0.243% |
| 199 | 7 | 0.243% |
| 200 | 7 | 0.305% |
| 201 | 7 | 0.305% |
| 202 | 7 | 0.243% |
| 203 | 7 | 0.243% |
| 204 | 7 | 0.305% |

| Unit Number | Building Number | % of Common |
|---|---|---|
| 205 | 8 | 0.305% |
| 206 | 8 | 0.299% |
| 207 | 8 | 0.299% |
| 208 | 8 | 0.299% |
| 209 | 8 | 0.299% |

| | | |
|---|---|---|
| 210 | 8 | 0.305% |
| 211 | 8 | 0.305% |
| 212 | 8 | 0.299% |
| 213 | 8 | 0.299% |
| 214 | 8 | 0.299% |
| 215 | 8 | 0.299% |
| 216 | 8 | 0.305% |
| 217 | 8 | 0.305% |
| 218 | 8 | 0.299% |
| 219 | 8 | 0.299% |
| 220 | 8 | 0.299% |
| 221 | 8 | 0.299% |
| 222 | 8 | 0.305% |
| 223 | 8 | 0.305% |
| 224 | 8 | 0.299% |
| 225 | 8 | 0.299% |
| 226 | 8 | 0.299% |
| 227 | 8 | 0.299% |
| 228 | 8 | 0.305% |
| 229 | 8 | 0.247% |
| 230 | 8 | 0.299% |
| 231 | 8 | 0.299% |
| 232 | 8 | 0.299% |
| 233 | 8 | 0.299% |
| 234 | 8 | 0.247% |
| 235 | 8 | 0.247% |
| 236 | 8 | 0.299% |
| 237 | 8 | 0.299% |
| 238 | 8 | 0.299% |
| 239 | 8 | 0.299% |
| 240 | 8 | 0.247% |

| Unit Number | Building Number | % of Common |
|---|---|---|
| 241 | 9 | 0.305% |
| 242 | 9 | 0.299% |
| 243 | 9 | 0.299% |
| 244 | 9 | 0.299% |
| 245 | 9 | 0.299% |
| 246 | 9 | 0.305% |
| 247 | 9 | 0.305% |
| 248 | 9 | 0.299% |
| 249 | 9 | 0.299% |
| 250 | 9 | 0.299% |
| 251 | 9 | 0.299% |
| 252 | 9 | 0.305% |
| 253 | 9 | 0.305% |
| 254 | 9 | 0.299% |

| | | |
|---|---|---|
| 255 | 9 | 0.299% |
| 256 | 9 | 0.299% |
| 257 | 9 | 0.299% |
| 258 | 9 | 0.305% |
| 259 | 9 | 0.305% |
| 260 | 9 | 0.299% |
| 261 | 9 | 0.299% |
| 262 | 9 | 0.299% |
| 263 | 9 | 0.299% |
| 264 | 9 | 0.305% |
| 265 | 9 | 0.247% |
| 266 | 9 | 0.299% |
| 267 | 9 | 0.299% |
| 268 | 9 | 0.299% |
| 269 | 9 | 0.299% |
| 270 | 9 | 0.247% |
| 271 | 9 | 0.247% |
| 272 | 9 | 0.299% |
| 273 | 9 | 0.299% |
| 274 | 9 | 0.299% |
| 275 | 9 | 0.299% |
| 276 | 9 | 0.247% |

| Unit Number | Building Number | % of Common |
|---|---|---|
| 277 | 10 | 0.305% |
| 278 | 10 | 0.299% |
| 279 | 10 | 0.299% |
| 280 | 10 | 0.299% |
| 281 | 10 | 0.299% |
| 282 | 10 | 0.305% |
| 283 | 10 | 0.305% |
| 284 | 10 | 0.299% |
| 285 | 10 | 0.299% |
| 286 | 10 | 0.299% |
| 287 | 10 | 0.299% |
| 288 | 10 | 0.305% |
| 289 | 10 | 0.305% |
| 290 | 10 | 0.299% |
| 291 | 10 | 0.299% |
| 292 | 10 | 0.299% |
| 293 | 10 | 0.299% |
| 294 | 10 | 0.305% |
| 295 | 10 | 0.305% |
| 296 | 10 | 0.299% |
| 297 | 10 | 0.299% |
| 298 | 10 | 0.299% |
| 299 | 10 | 0.299% |

| | | |
|---|---|---|
| 300 | 10 | 0.305% |
| 301 | 10 | 0.247% |
| 302 | 10 | 0.299% |
| 303 | 10 | 0.299% |
| 304 | 10 | 0.299% |
| 305 | 10 | 0.299% |
| 306 | 10 | 0.247% |
| 307 | 10 | 0.247% |
| 308 | 10 | 0.299% |
| 309 | 10 | 0.299% |
| 310 | 10 | 0.299% |
| 311 | 10 | 0.299% |
| 312 | 10 | 0.247% |

| Unit Number | Building Number | % of Common |
|---|---|---|
| 313 | 11 | 0.305% |
| 314 | 11 | 0.243% |
| 315 | 11 | 0.243% |
| 316 | 11 | 0.305% |
| 317 | 11 | 0.305% |
| 318 | 11 | 0.243% |
| 319 | 11 | 0.243% |
| 320 | 11 | 0.305% |
| 321 | 11 | 0.305% |
| 322 | 11 | 0.243% |
| 323 | 11 | 0.243% |
| 324 | 11 | 0.305% |
| 325 | 11 | 0.305% |
| 326 | 11 | 0.243% |
| 327 | 11 | 0.243% |
| 328 | 11 | 0.305% |
| 329 | 11 | 0.305% |
| 330 | 11 | 0.243% |
| 331 | 11 | 0.243% |
| 332 | 11 | 0.305% |
| 333 | 11 | 0.305% |
| 334 | 11 | 0.243% |
| 335 | 11 | 0.243% |
| 336 | 11 | 0.305% |

| Unit Number | Building Number | % of Common |
|---|---|---|
| 337 | 12 | 0.202% |
| 338 | 12 | 0.202% |
| 339 | 13 | 0.202% |
| 340 | 13 | 0.202% |
| 341 | 14 | 0.202% |

| | | |
|---|---|---|
| 342 | 14 | 0.202% |
| 343 | 15 | 0.202% |
| 344 | 15 | 0.202% |
| 345 | 16 | 0.202% |
| 346 | 16 | 0.202% |
| 347 | 17 | 0.202% |
| 348 | 17 | 0.202% |
| 349 | 18 | 0.202% |
| 350 | 18 | 0.202% |
| 351 | 19 | 0.202% |
| 352 | 19 | 0.202% |
| 353 | 20 | 0.202% |
| 354 | 20 | 0.202% |
| | | 100.00% |

**EXHIBIT "B-1"**
**Covered Parking Spaces (Garages)**

The undivided share in the Limited Common Elements Surplus and Limited Common Expense attributable to Limited Common Elements designated as covered parking spaces (garages)

As to each covered parking space (garage) to which is assigned as a limited common element appurtenant to a Unit: 0.010204

**EXHIBIT "C"**
**(Plot Plan and Survey)**

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

## LEGAL DESCRIPTION

(PROVIDED BY CLIENT)

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 30; RUN THENCE SOUTH 89°40'45" EAST, ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4, 902.78 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301 (STATE ROAD NO. 43); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 08°20'31" WEST, 809.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 08°20'31" WEST, 241.89 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE; NORTH 71°27'13" EAST, 437.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE 39.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN INCLUDED ANGLE OF 06°10'59", AND A CHORD OF 39.91 FEET WHICH BEARS NORTH 72°50'30" WEST TO A POINT OF REVERSE CURVATURE; THENCE 49.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 09°28'49", AND A CHORD OF 49.58 FEET WHICH BEARS NORTH 74°29'25" WEST TO A POINT OF TANGENCY; THENCE NORTH 79°13'50" WEST, 98.38 FEET TO A POINT OF CURVATURE; THENCE 77.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 14°42'40", AND A CHORD OF 76.82 FEET WHICH BEARS NORTH 86°35'10" WEST TO A POINT OF TANGENCY; THENCE SOUTH 86°03'31" WEST, 80.55 FEET TO A POINT OF CURVATURE; THENCE 17.87 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, AN INCLUDED ANGLE OF 02°02'52", AND A CHORD OF 17.87 FEET WHICH BEARS SOUTH 85°02'05" WEST TO THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTH 50°42'35" WEST, 96.48 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 301; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 08°20'31" WEST, 108.18 FEET; THENCE NORTH 08°22'31" WEST, 11.82 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 81°37'29" EAST, 61.89 FEET TO A POINT OF CURVATURE; THENCE 44.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET, AN INCLUDED ANGLE OF 04°26'02", AND A CHORD OF 44.10 FEET WHICH BEARS NORTH 83°50'30" EAST TO A POINT OF TANGENCY; THENCE NORTH 86°03'31" EAST, 80.55 FEET TO A POINT OF CURVATURE; THENCE 95.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN INCLUDED ANGLE OF 14°42'40", AND A CHORD OF 94.74 FEET WHICH BEARS SOUTH 86°35'10" EAST TO A POINT OF TANGENCY; THENCE SOUTH 79°13'50" EAST, 98.38 FEET TO A POINT OF CURVATURE; THENCE 61.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN INCLUDED ANGLE OF 09°28'49", AND A CHORD OF 61.15 FEET WHICH BEARS SOUTH 74°29'25" EAST TO A POINT OF REVERSE CURVATURE; THENCE 47.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 09°08'25", AND A CHORD OF 47.81 FEET WHICH BEARS SOUTH 74°19'13" EAST TO A POINT OF COMPOUND CURVATURE; THENCE 133.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 218.50 FEET, AN INCLUDED ANGLE OF 34°53'08", AND A CHORD OF 130.99 FEET WHICH BEARS NORTH 83°40'00" EAST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; THENCE NORTH 01°40'48" WEST, 564.08 FEET; THENCE SOUTH 87°50'40" EAST, 20.44 FEET; THENCE NORTH 43°03'52" EAST, 88.43 FEET; THENCE NORTH 74°10'32" EAST, 128.55 FEET; THENCE NORTH 88°21'34" EAST, 98.74 FEET; THENCE NORTH 75°59'40" EAST, 259.17 FEET; THENCE SOUTH 55°26'16" EAST, 164.45 FEET; THENCE NORTH 89°07'43" EAST, 113.58 FEET; THENCE NORTH 72°09'52" EAST, 82.37 FEET; THENCE SOUTH 51°16'51" EAST, 167.10 FEET; THENCE SOUTH, 374.02 FEET; THENCE SOUTH 58°31'04" WEST, 46.89 FEET; THENCE SOUTH 52°09'06" WEST, 135.69 FEET; THENCE SOUTH 54°58'45" WEST, 269.01 FEET; THENCE SOUTH 08°45'43" EAST, 225.94 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY OF "CLAIR-MEL CITY, UNIT NO. 52", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 85, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 81°28'15" WEST, 620.00 FEET TO THE NORTHWESTERLY CORNER OF THE RIGHT-OF-WAY OF CALLE STREET AS DEDICATED ON SAID "CLAIR-MEL CITY, UNIT NO. 52"; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CALLE STREET, SOUTH 08°29'43" EAST, 100.02 FEET TO A POINT OF CURVATURE; THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN INCLUDED ANGLE OF 89°59'21", AND A CHORD OF 35.35 FEET WHICH BEARS SOUTH 36°29'58" WEST TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ALAMBRA AVENUE AS DEDICATED BY PLAT OF "CLAIR-MEL CITY, UNIT NO. 51", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 31, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ALAMBRA AVENUE, SOUTH 81°28'15" WEST, 279.48 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 08°20'31" WEST, 150.00 FEET; AND THENCE SOUTH 81°28'15" WEST, 290.40 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 25.66 ACRES, MORE OR LESS.

### LINE TABLE (RECORDED)

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N08°22'31"W | 11.82' |
| L2 | N81°37'29"E | 61.89' |
| L3 | N86°03'31"E | 80.55' |
| L4 | S79°13'50"E | 98.38' |
| L5 | S87°50'40"E | 20.44' |
| L6 | N43°03'52"E | 88.43' |
| L7 | N74°10'32"E | 128.55' |
| L8 | N88°21'34"E | 98.74' |
| L9 | N89°07'43"E | 113.58' |
| L10 | N72°09'52"E | 82.37' |
| L11 | S58°31'04"W | 46.89' |
| L12 | S52°09'06"W | 135.69' |
| L13 | S54°58'45"W | 269.01' |
| L14 | S08°29'43"E | 100.02' |
| L15 | S81°28'15"W | 279.48' |
| L16 | N08°20'31"W | 150.00' |

### LINE TABLE (MEASURED OR CALCULATED*)

| LINE | BEARING | DISTANCE |
|---|---|---|
| *L1 | N08°25'26"W | 11.82' |
| *L2 | N81°30'19"E | 62.36' |
| L3 | N86°02'59"E | 80.59' |
| L4 | S79°16'11"E | 98.40' |
| L5 | S87°52'08"E | 20.45' |
| L6 | N42°58'54"E | 88.43' |
| L7 | N74°04'50"E | 128.59' |
| L8 | N88°18'25"E | 98.72' |
| L9 | N89°01'45"E | 113.58' |
| L10 | N72°06'01"E | 82.39' |
| L11 | S56°13'36"W | 46.94' |
| L12 | S52°11'41"W | 135.71' |
| L13 | S55°06'18"W | 269.06' |
| *L14 | S08°30'18"E | 100.01' |
| *L15 | S81°29'34"W | 279.74' |
| *L16 | N08°19'55"W | 149.96' |

### CURVE TABLE (RECORDED)

| CURVE | DELTA | RADIUS | ARC | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| C1 | 4°26'02" | 570.00' | 44.11' | N83°50'30"E | 44.10' |
| C2 | 14°42'40" | 370.00' | 95.00' | S86°35'10"E | 94.74' |
| C3 | 9°28'49" | 370.00' | 61.22' | S74°29'25"E | 61.15' |
| C4 | 9°08'25" | 300.00' | 47.86' | S74°19'13"E | 47.81' |
| C5 | 34°53'08" | 218.50' | 133.04' | N83°40'00"E | 130.99' |
| C6 | 89°59'21" | 25.00' | 39.27' | S36°29'58"W | 35.35' |
| C7 | 6°10'59" | 370.00' | 39.93' | N72°50'30"W | 39.91' |
| C8 | 9°28'49" | 300.00' | 49.64' | N74°29'25"W | 49.58' |
| C9 | 14°42'40" | 300.00' | 77.03' | N86°35'10"W | 76.82' |
| C10 | 2°02'52" | 500.00' | 17.87' | S85°02'05"W | 17.87' |

### CURVE TABLE (MEASURED OR CALCULATED*)

| CURVE | DELTA | RADIUS | ARC | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| *C1 | 4°26'02" | 570.00' | 44.11' | N83°49'58"E | 44.10' |
| C2 | 14°42'56" | 370.00' | 95.03' | S86°39'02"E | 94.77' |
| C3 | 9°29'08" | 370.00' | 61.26' | S74°32'51"E | 61.19' |
| *C4 | 9°07'45" | 300.00' | 47.80' | S74°20'14"E | 47.75' |
| *C5 | 34°45'20" | 218.50' | 132.54' | N83°43'01"E | 130.52' |
| *C6 | 90°00'00" | 25.00' | 39.27' | S36°29'42"W | 35.36' |
| *C7 | 6°05'12" | 370.00' | 39.31' | N72°49'10"W | 39.29' |
| *C8 | 9°29'05" | 300.00' | 49.66' | N74°33'01"W | 49.60' |
| *C9 | 14°43'10" | 300.00' | 77.07' | N86°39'18"W | 76.86' |
| *C10 | 2°06'05" | 500.00' | 18.34' | S84°59'57"W | 18.34' |

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


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E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846


BOUNDARY SURVEY
OF
COURTNEY PALMS CONDOMINIUMS

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS CONDOMINIUM DOCUMENT IN COMPLIANCE WITH FLORIDA STATUTES CHAPTER 718.104
DATED THIS 4 DAY OF March, 2005

THOMAS A. KOHN
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4640

| | |
|---|---|
| DATE OF DRAWING: 04 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: LE 253, 256 | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501CD.PRO | |
| SCALE: N.T.S. | SHEET 1 OF 15 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

## GENERAL NOTES

1. THIS SURVEY WAS MADE FOR THE PARTIES LISTED IN THE CERTIFICATION AND SHALL NOT BE USED BY ANY OTHER PARTY WITHOUT THE WRITTEN CONSENT OF THE SIGNING SURVEYOR.

2. THIS SURVEY IS SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD, BOTH WRITTEN AND UNWRITTEN.

3. THE BASIS OF BEARINGS FOR THIS SURVEY IS THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST, RECORDED TO BEAR SOUTH 89°40'45" EAST.

4. THE FOLLOWING WERE USED IN THE PREPARATION OF THIS SURVEY: (A) A DRAWING TITLED "COURTNEY PALMS BOUNDARY, TOPOGRAPHIC AND TREE LOCATION SURVEY" PREPARED BY BROOKS AND AMADEN, INC., PROJECT NUMBER BB0-01, DATED 5/30/02; (B) THE PLAT CLAIR-MEL CITY UNIT NO. 52 AS RECORDED IN PLAT BOOK 37, PAGE 85, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; (C) STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT OF WAY MAP, ROAD NO. 43, HILLSBOROUGH COUNTY, SECTION NO. 1001-105, DATED 3/25/52 AND REVISED 5/14/52.

5. THE RIGHT OF WAY OF U.S. HIGHWAY 301 (STATE ROAD 43) AS DEPICTED ON THIS SURVEY WAS DERIVED FROM A STATE OF FLORIDA ROAD DEPARTMENT RIGHT OF WAY MAP REFERENCED IN NOTE #4 ABOVE.

6. SETBACK AND BUFFER LINES DEPICTED ON THIS SURVEY WERE TAKEN FROM CONSTRUCTION DRAWINGS TITLED "COURTNEY PALMS APARTMENTS" BY BROOKS AND AMADEN, INC., DATED 9/30/02 AND LAST REVISED 2/16/03.

7. THE BUILDING LINES SHOWN ON THIS DRAWING REPRESENT THE BUILDING SLAB. DIMENSIONS BETWEEN BUILDINGS WERE MEASURED TO THE EXTERIOR BUILDING SLAB LINE.

8. FINISHED FLOOR ELEVATIONS SHOWN ON THIS SURVEY ARE BASED ON VERTICAL DATA PROVIDED BY BROOKS AND AMADEN, INC. FINISHED FLOOR ELEVATIONS SHOWN FOR GARAGES AND CARRIAGE HOUSES ARE THE LOWEST FLOOR ELEVATIONS AT THE ASPHALT OR ENTRANCE SIDE. ALL FINISHED FLOOR ELEVATIONS SHOWN REPRESENT THE ELEVATION OF THE FINISHED CONCRETE SLAB.

9. A REVIEW OF FLOOD INSURANCE RATE MAPS FOR HILLSBOROUGH COUNTY, FLORIDA, INDICATES THAT PARTS OF THIS PROPERTY LAY WITHIN ZONE A (AREAS OF 100- YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS NOT DETERMINED) AND THAT THE REMAINDER OF THIS PROPERTY LIE WITHIN ZONE C (AREAS OF MINIMAL FLOODING). THIS INFORMATION WAS TAKEN FROM FLOOD INSURANCE RATE MAP NUMBER 120112 0386 E, LAST REVISED AUGUST 15, 1989.

10. ANY VISIBLE ENCROACHMENTS ARE DEPICTED GRAPHICALLY ON THE SURVEY.

11. ABSTRACT INFORMATION WAS PROVIDED BY LAWYERS TITLE INSURANCE CORPORATION TITLE COMMITMENT NUMBER 20308971LA, DATED JANUARY 4, 2005, TOGETHER WITH ENDORSEMENT NUMBER 1. THE FOLLOWING SCHEDULE B EXCEPTIONS ARE NOTED RELATIVE TO THE SURVEY:

ITEM 6: TERMS, CONDITIONS, RIGHTS AND OBLIGATIONS CONTAINED IN THAT CERTAIN EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12213, PAGE 609, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AFFECT THE PROPERTY AND ARE DEPICTED GRAPHICALLY ON THE SURVEY WHERE APPLICABLE;

ITEM 7: TERMS, CONDITIONS, RIGHTS AND OBLIGATIONS CONTAINED IN THAT CERTAIN PARTIAL ASSIGNMENT OF DRAINAGE RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 12213, PAGE 632, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, DO NOT AFFECT THE PROPERTY;

ITEM 8: TERMS, CONDITIONS, RIGHTS AND OBLIGATIONS CONTAINED IN THAT CERTAIN PARTIAL ASSIGNMENT OF DRAINAGE RIGHTS RECORDED IN OFFICIAL RECORDS BOOK 12213, PAGE 639, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AFFECT THE PROPERTY; WETLAND CONSERVATION AREA #600 IS DEPICTED GRAPHICALLY ON THE SURVEY;

ITEM 9: TERMS, CONDITIONS, RIGHTS AND OBLIGATIONS CONTAINED IN THAT CERTAIN BERM, DRAINAGE AND ACCESS EASEMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 12213, PAGE 648, AMENDED IN OFFICIAL RECORDS BOOK 13141, PAGE 0325, OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AFFECT THE PROPERTY AND ARE DEPICTED GRAPHICALLY ON THE SURVEY WHERE APPLICABLE.

ITEM 10: AGREEMENT BY AND BETWEEN COURTNEY PALMS APARTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY AND CROSSTOWN COMMUNITY CHURCH, INC. A FLORIDA CORPORATION, DATED JANUARY 22, 2003 AND RECORDED MARCH 12, 2003 IN OFFICIAL RECORDS BOOK 12437, PAGE 0122, PERTAINS TO ABANDONMENT OF PREVIOUSLY EXISTING WATER LINE, WHICH WAS TO BE EXECUTED 120 DAYS AFTER RECORD DATE. SHOULD NO AFFECT THE PROPERTY.

ITEM 11: APPROVAL AND MITIGATION AGREEMENT BY AND BETWEEN THE ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY AND COURTNEY PALMS APARTMENTS, LLC. RECORDED IN OFFICIAL RECORDS BOOK 12536, PAGE 0978 AFFECTS THE PROPERTY AT THE TIME OF DEVELOPMENT THEREOF.

ITEM 12: APPLIES TO AN EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 12741, PAGE 0585 THAT PROVIDES AN EASEMENT TO ALL STATED UTILITIES AS CONSTRUCTED THROUGHOUT THE SITE.

ITEM 13: DEED OF CONSERVATION EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 14493, PAGE 0566 EFFECT THE SUBJECT PROPERTY AND IS GRAPHICALLY DEPICTED ON SHEET 2 OF 8.

ITEM 14: APPROVAL AND MITIGATION AGREEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 14493, PAGE 0574 EFFECTS THE SUBJECT PROPERTY AND LIES WITHIN THE SAME BOUNDS AS ITEM 13 ABOVE.

ITEM 15: TERMS AND CONDITIONS OF UNRECORDED FLORIDA WATER SERVICES CORPORATION DEVELOPER AGREEMENT BY AND BETWEEN FLORIDA WATER SERVICES CORPORATION AND COURTNEY PALMS APARTMENTS, LLC, A FLORIDA LIMITED LIABILITY COMPANY, DATED DECEMBER 26, 2002; SAID AGREEMENT IS VAGUE IN NATURE AND CANNOT BE DEPICTED GRAPHICALLY.

ITEM 16: PERPETUAL UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 14634, PAGE 0543 AFFECTS THE SUBJECT PROPERTY AND IS GRAPHICALLY DEPICTED ON SHEET 2 OF 8 HEREON.

12. ALL INTERIOR IMPROVEMENTS MAY NOT BE LEGIBLE DUE TO THE REDUCTION TO LETTER SIZE DOCUMENT. A FULL SIZE SKETCH WAS PROVIDED TO THE CLIENT'S AGENT ON 03-02-05.

## CERTIFICATION

THIS SURVEY IS HEREBY CERTIFIED TO THE FOLLOWING:

1. COURTNEY PALMS ACQUISITION, LLC,
   A DELAWARE LIMITED LIABILITY COMPANY
2. SHUTTS & BOWEN LLP
3. RODRIGUEZ & QUINCOCES, P.A.
4. CAPITAL SOURCE FINANCE, LLC,
   A DELAWARE LIMITED LIABILITY COMPANY

## LEGEND

| | |
|---|---|
| FFE | FINISHED FLOOR ELEVATION |
| O.R.B. | OFFICIAL RECORDS BOOK |
| PG. | PAGE |
| (R) | RECORDED |
| (M) | MEASURED |
| (C) | CALCULATED |
| P.O.C. | POINT OF COMMENCEMENT |
| P.O.B. | POINT OF BEGINNING |
| A/C | AIR CONDITIONER |
| XFMR | TRANSFORMER PAD |
| VAC | POOL VACUUM |
| ID. | IDENTIFICATION |
| —ST— | STORM DRAINAGE LINE |
| —SS— | SANITARY SEWER LINE |
| —X— | FENCE LINE OR HANDRAIL |
| —E— | OVERHEAD ELECTRICAL LINE |
| | MANHOLE |
| | LIGHT POLE OR GROUND LIGHT |
| | WOODEN OR CONCRETE UTILITY POLE |
| | TELEPHONE PEDESTAL |
| | FIREHYDRANT |
| | VALVE |
| | FIRE DEPARTMENT CONNECTION |
| | BOLLARD |
| | SEWER CLEANOUT |
| | CATCH BASIN OR CONTROL STRUCTURE |
| | MITERED END SECTION |
| | ELECTRIC BOX |
| | TELEVISION PEDESTAL |
| | HANDICAPPED PARKING SPACE |
| | NUMBER OF REGULAR PARKING SPACES |
| | FIBER OPTIC LINE MARKER |
| | FOUND 4"X4" CONCRETE MONUMENT |
| | FOUND 1/2" IRON ROD & CAP "LB5221" (UNLESS OTHERWISE NOTED) |
| | SET 5/8" IRON ROD & CAP "LELSI LB6846" |
| | SET NAIL & DISC "LELSI LB6846 |

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


LEADING EDGE LAND SERVICES
INCORPORATED
6750 FORUM DRIVE
SUITE 310
ORLANDO, FLORIDA 32821
PHONE: (407) 351-6730
FAX: (407) 351-9691
E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846


BOUNDARY SURVEY
OF
COURTNEY PALMS CONDOMINIUMS

SURVEYOR'S CERTIFICATION

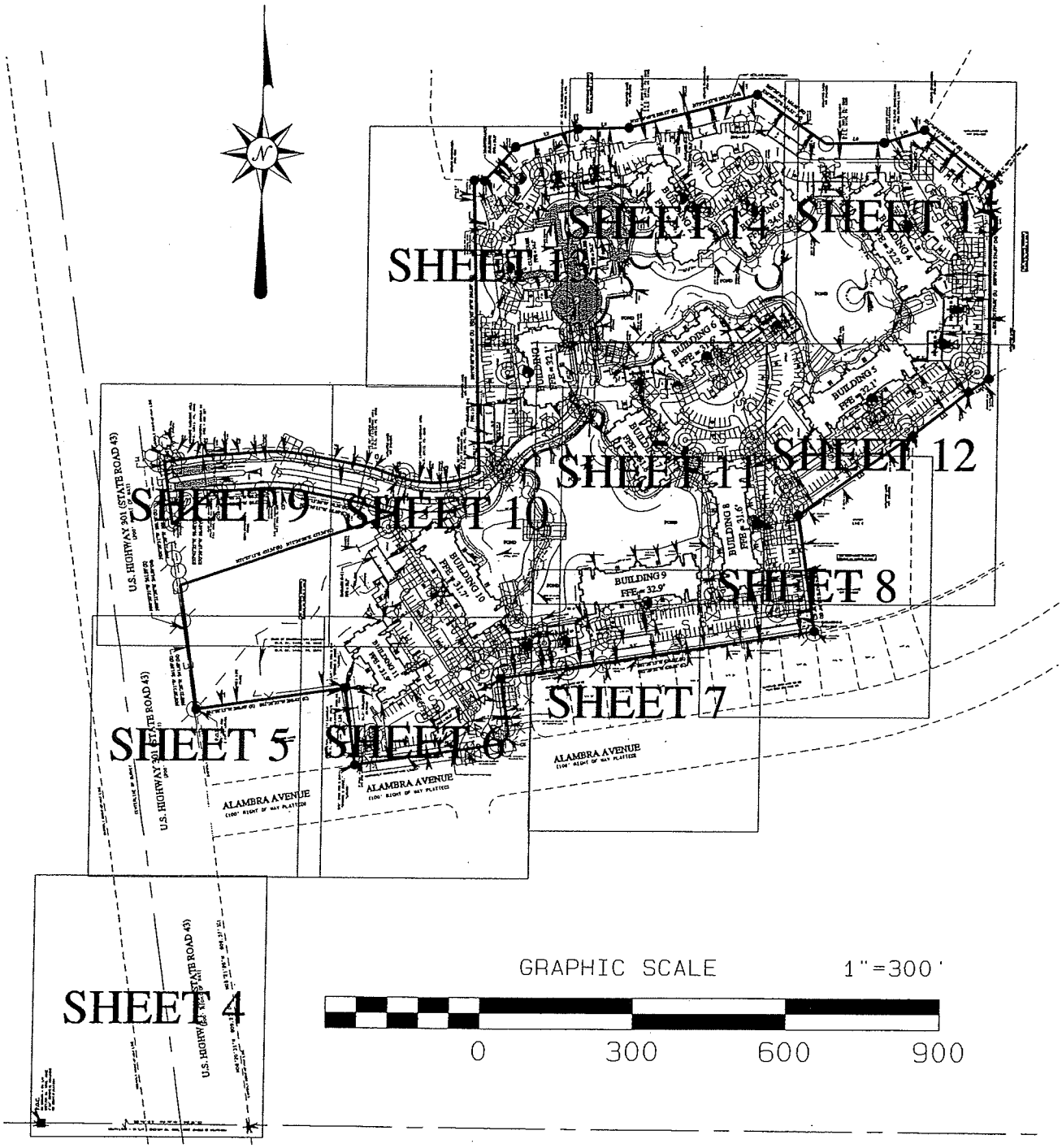
I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS CONDOMINIUM DOCUMENT IN COMPLIANCE WITH FLORIDA STATUTES CHAPTER 718.104
DATED THIS 4 DAY OF March 2005

THOMAS A. KOHN
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4640

| | |
|---|---|
| DATE OF DRAWING: 04 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: LE 253, 256 | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 3230501CD.PRO | |
| SCALE: N.T.S. | SHEET 2 OF 15 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

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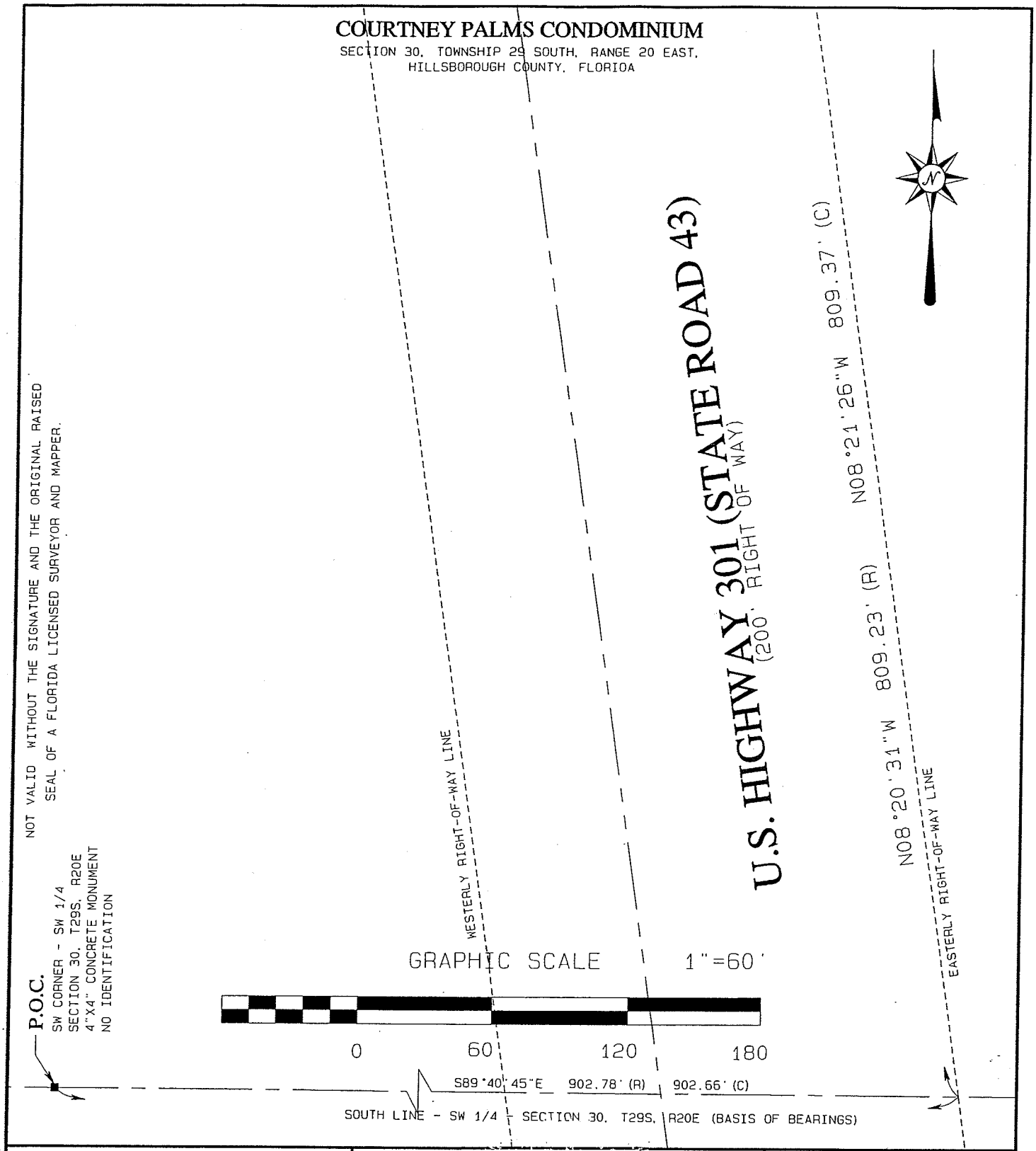


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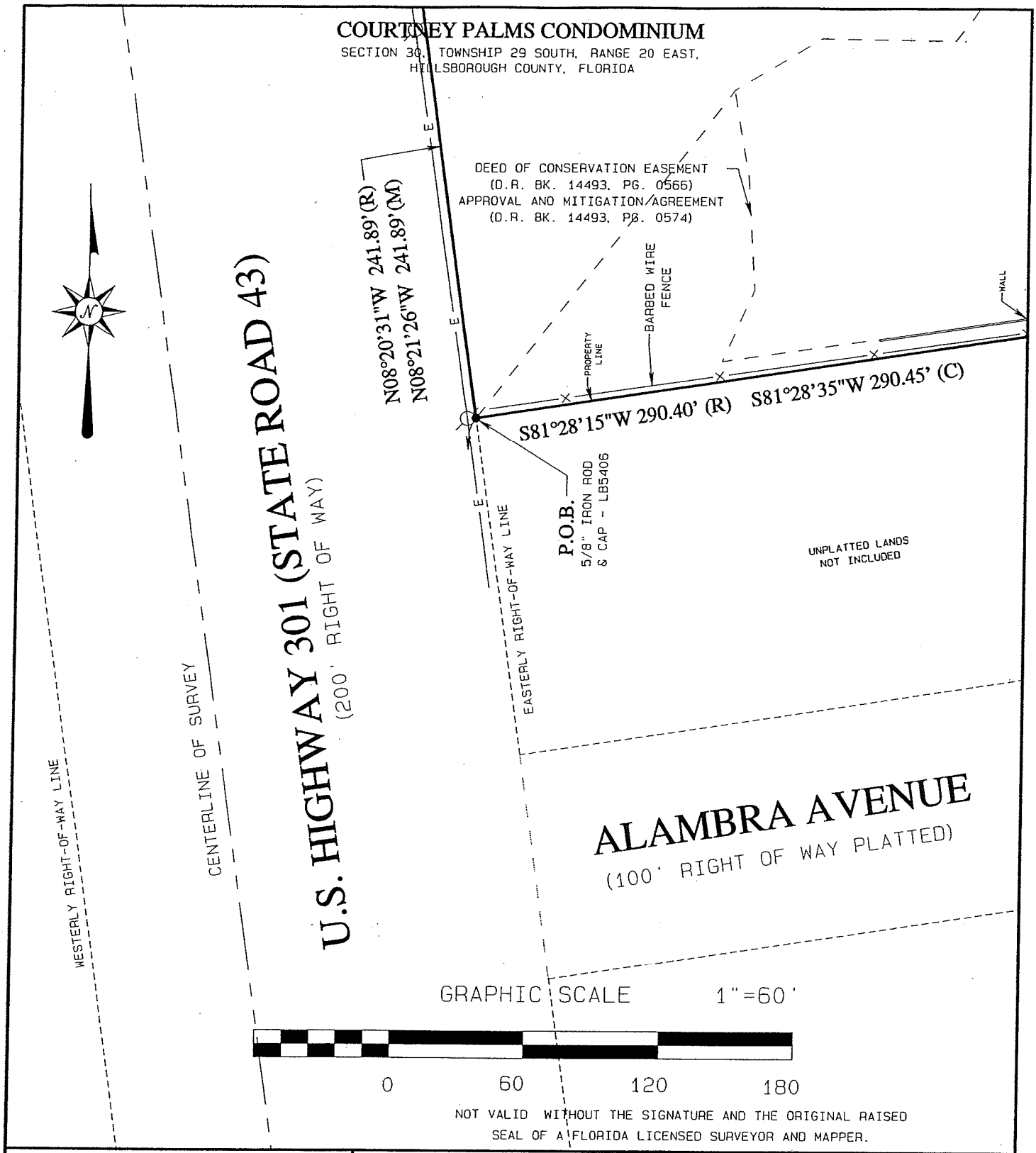


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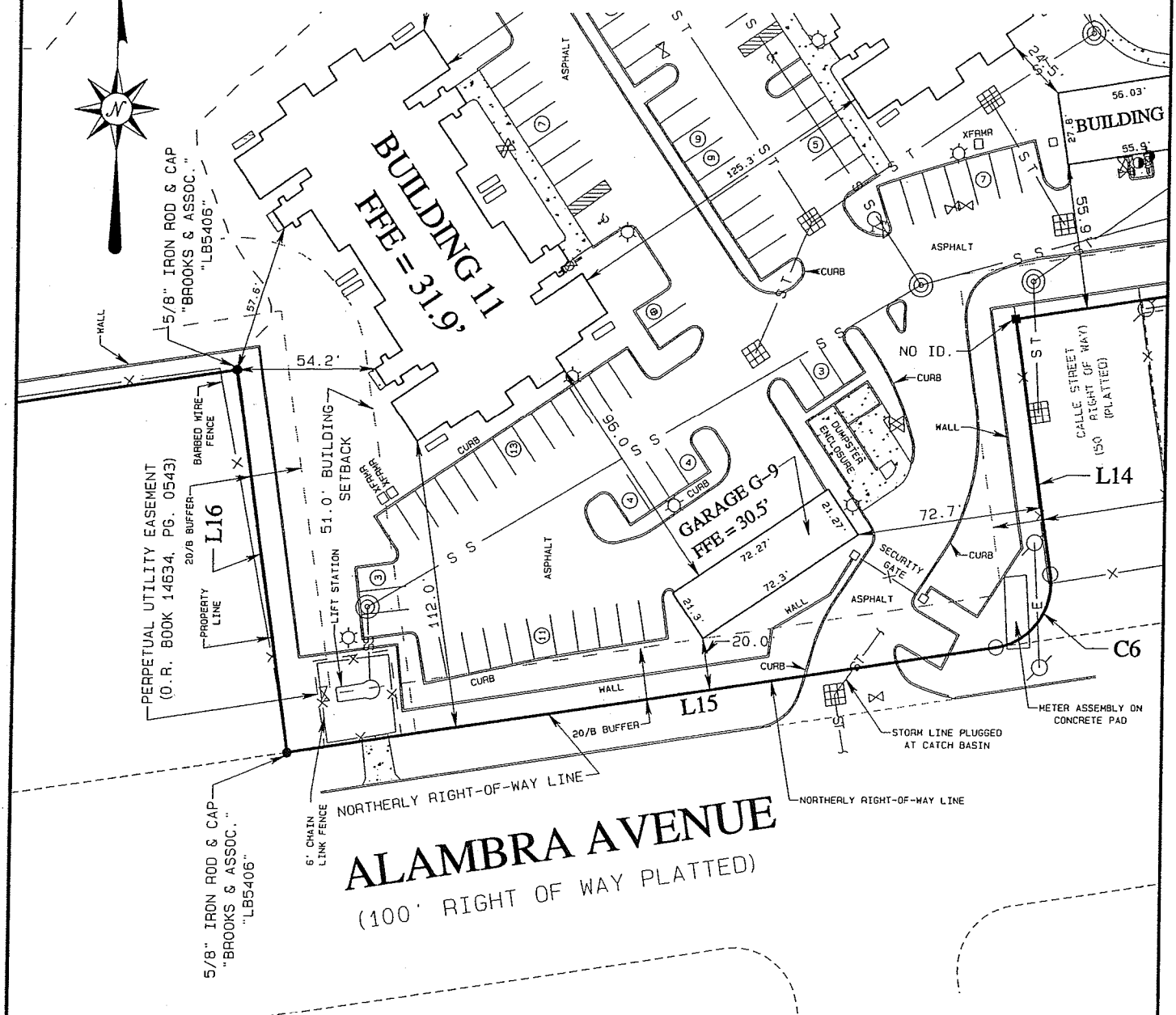


GRAPHIC SCALE 1"=60'

0 60 120 180

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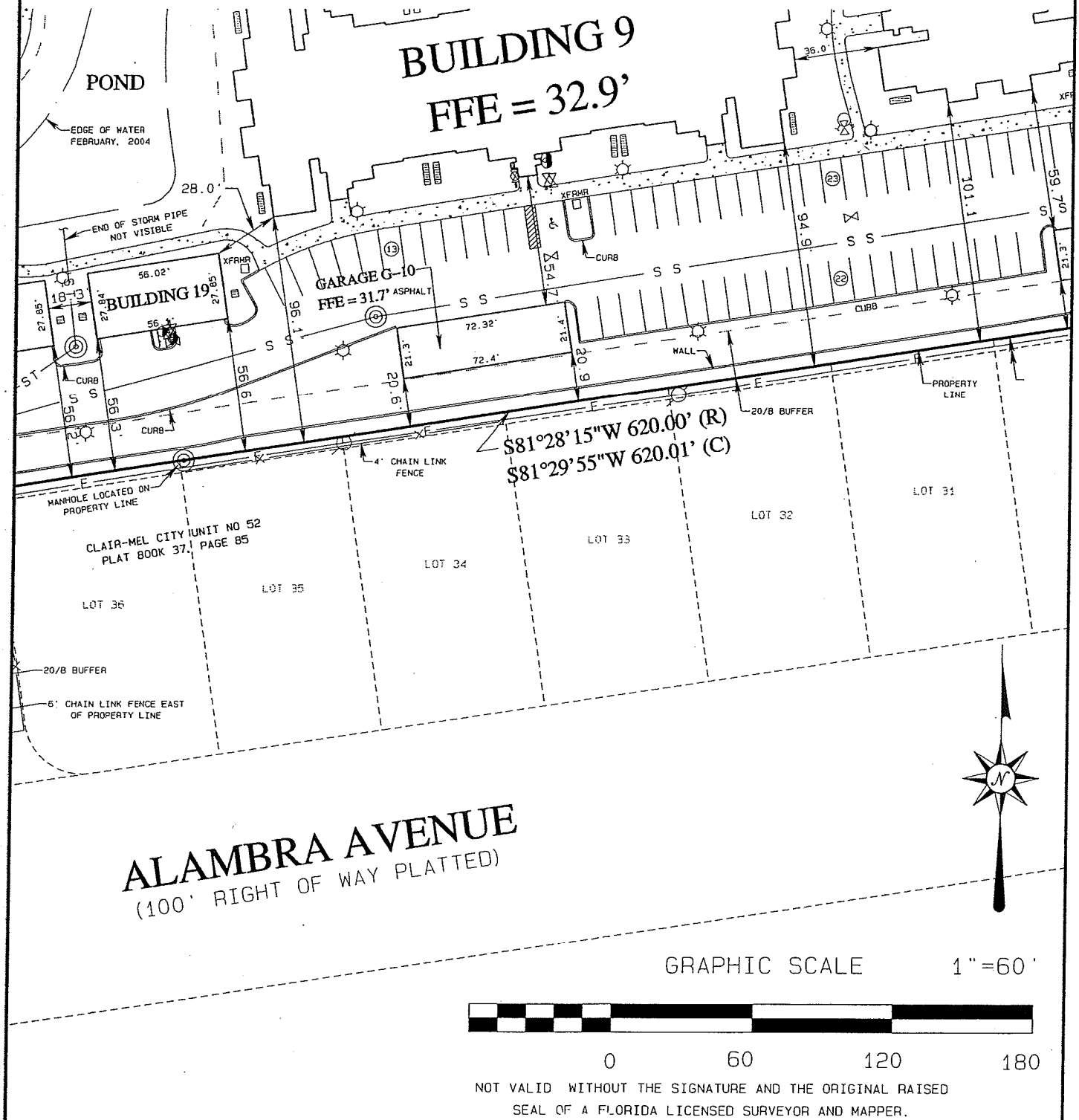


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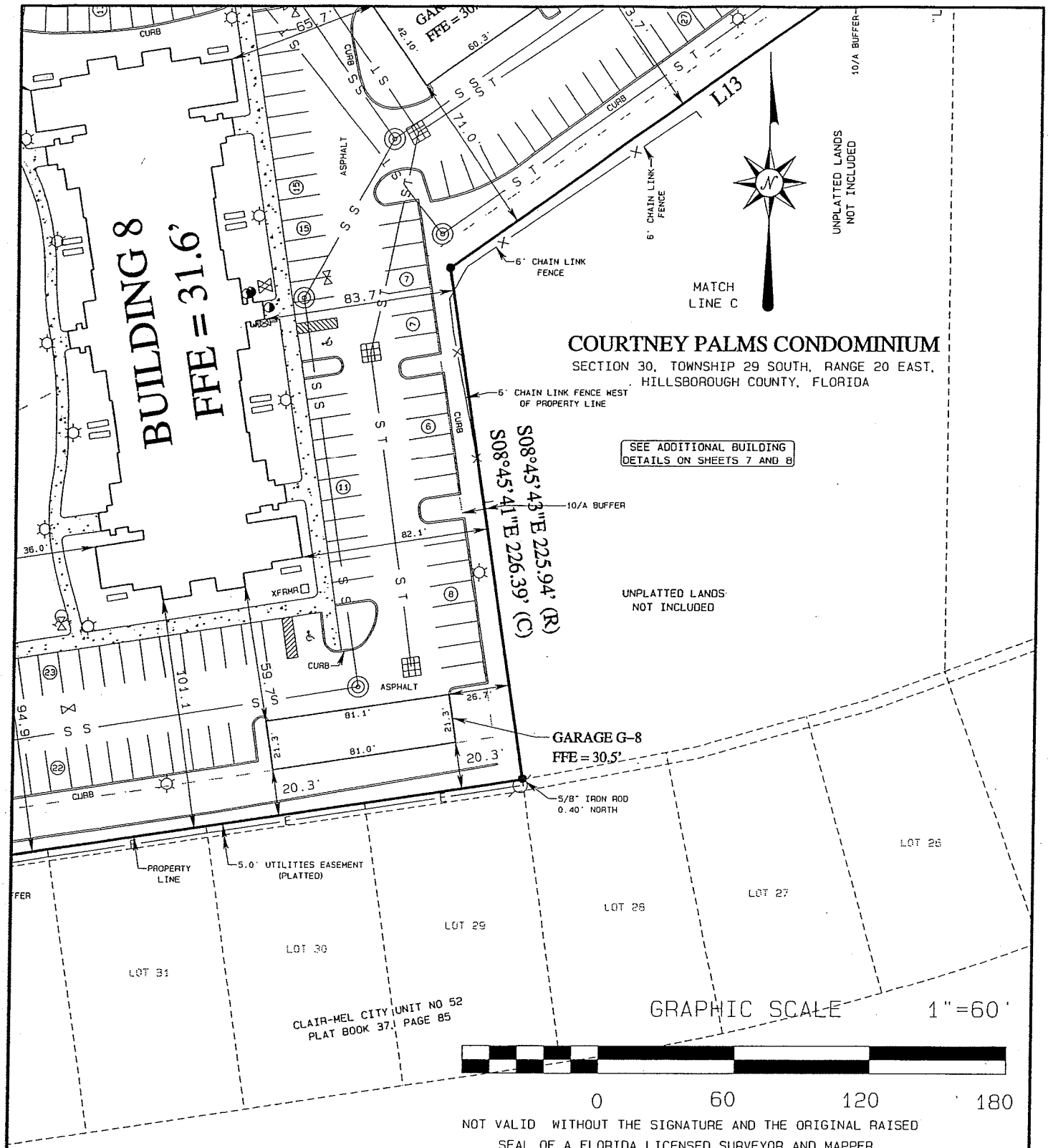


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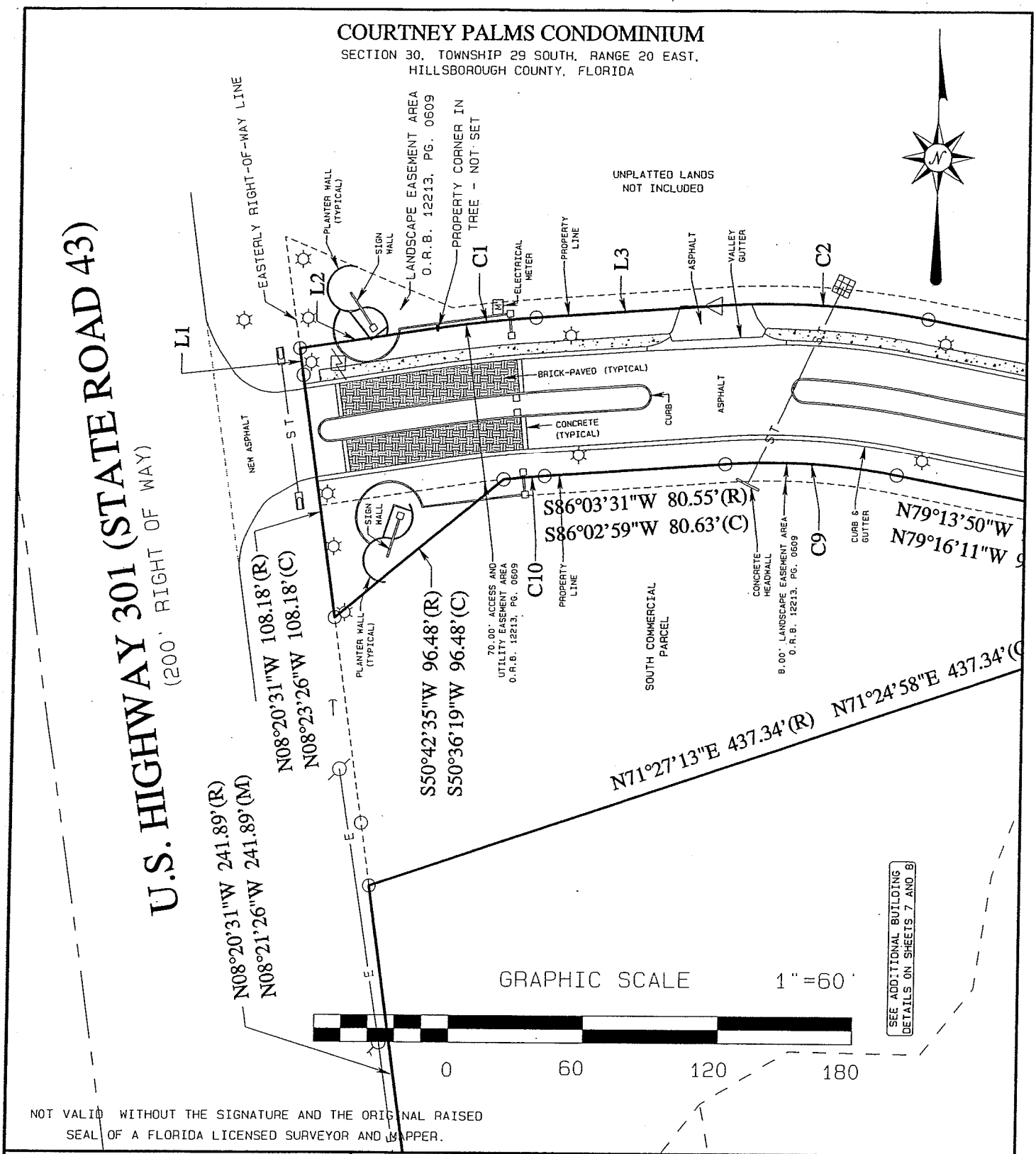


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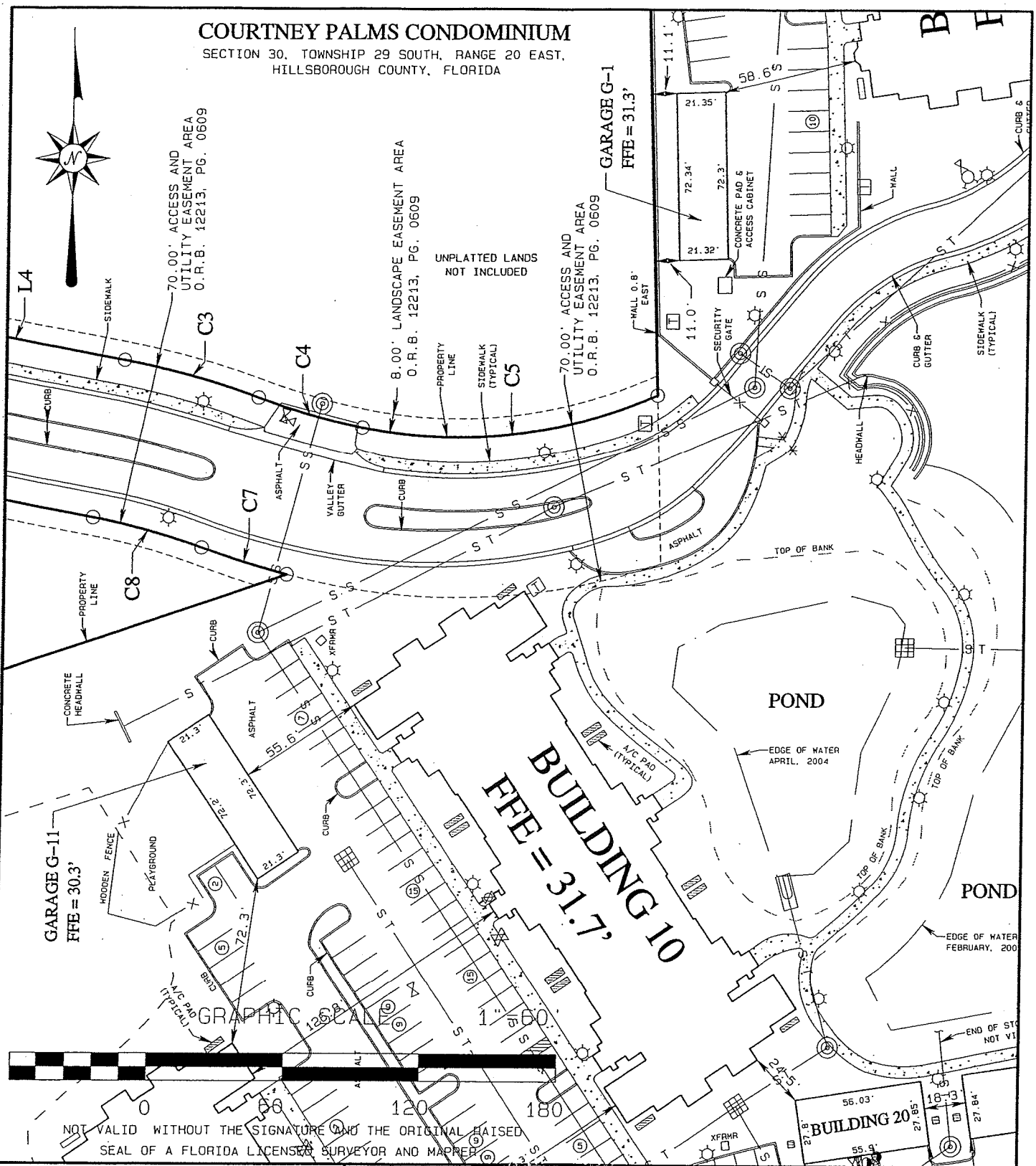



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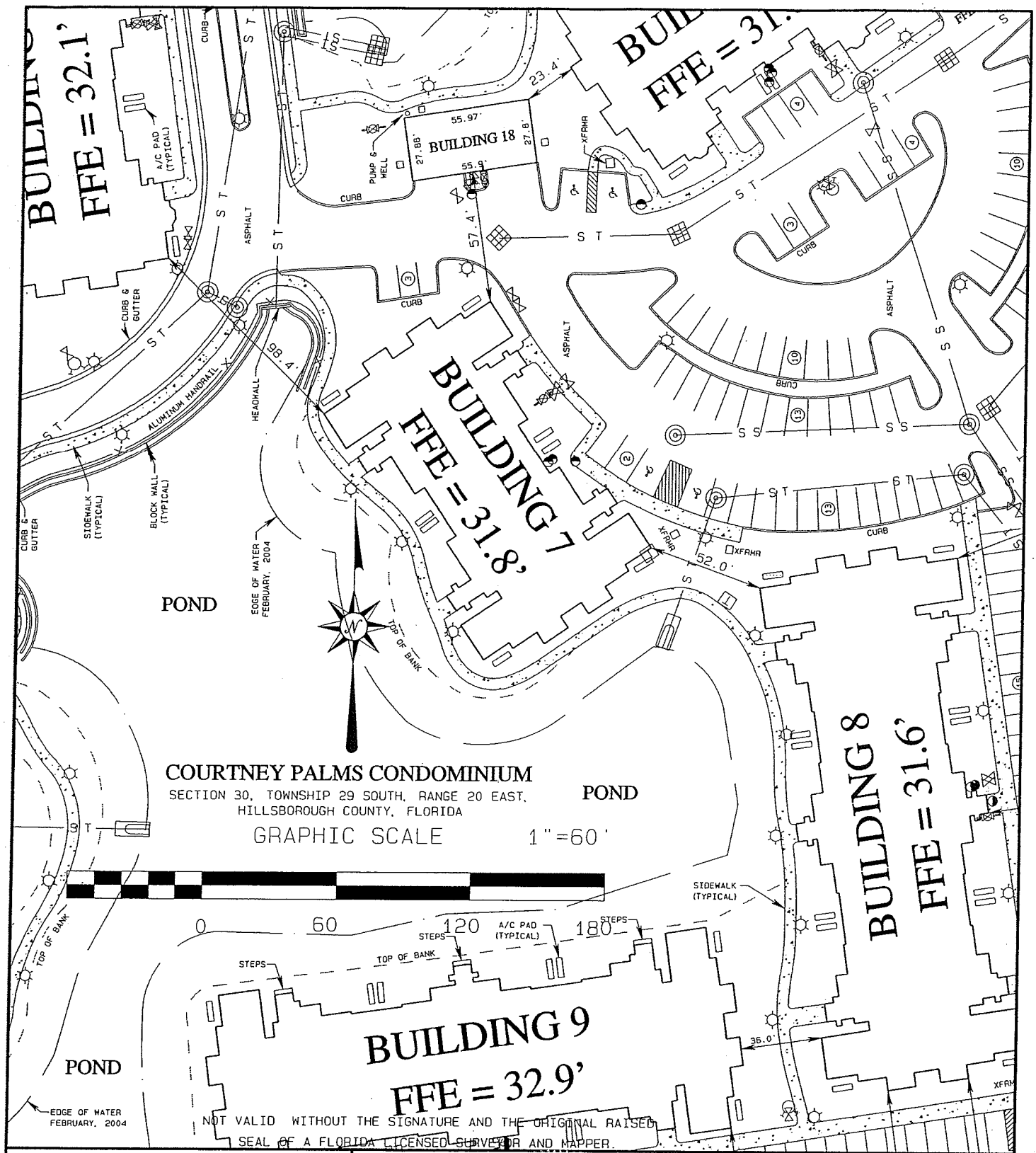


COURTNEY PALMS CONDOMINIUM
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

GRAPHIC SCALE 1"=60'


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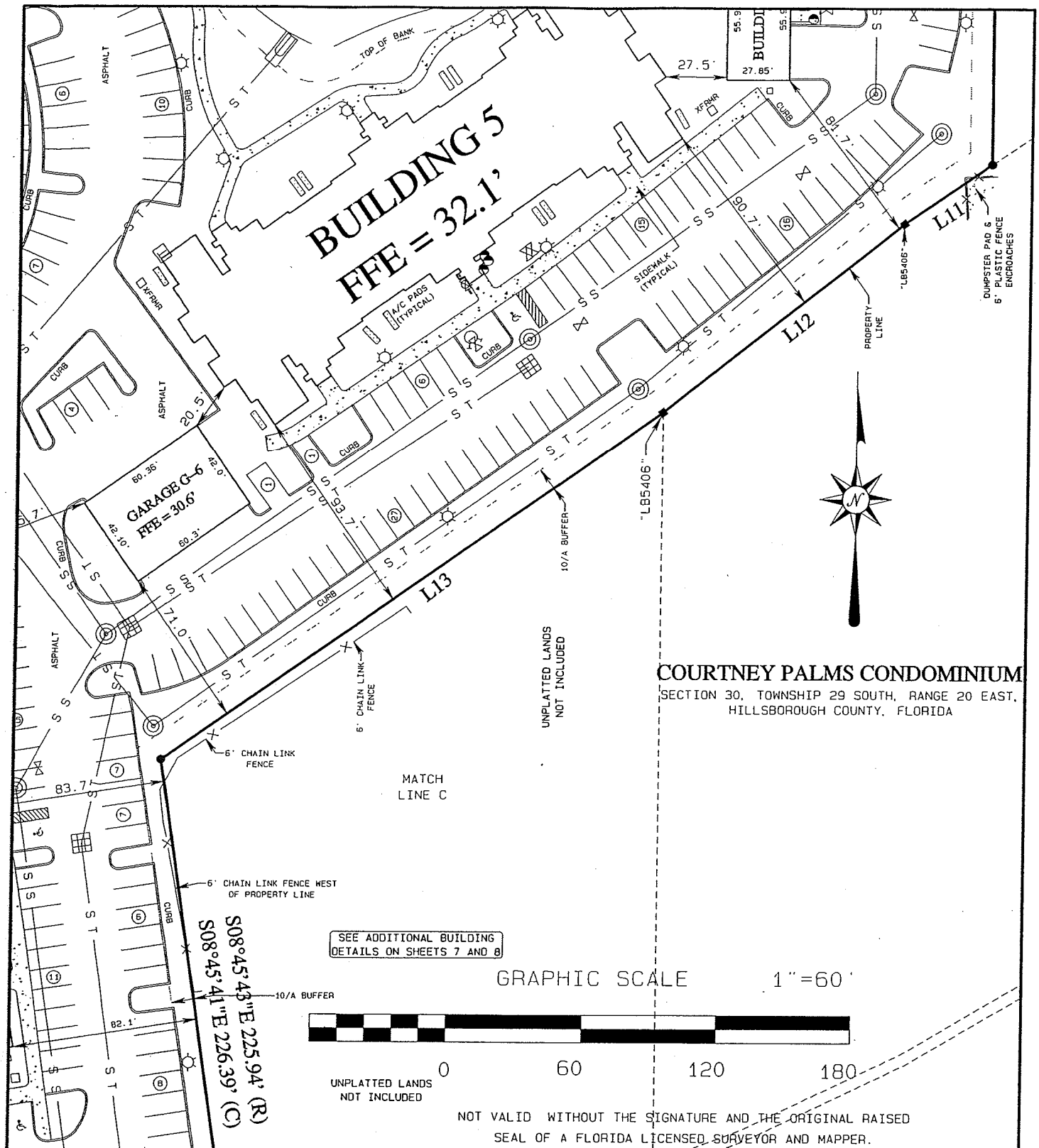


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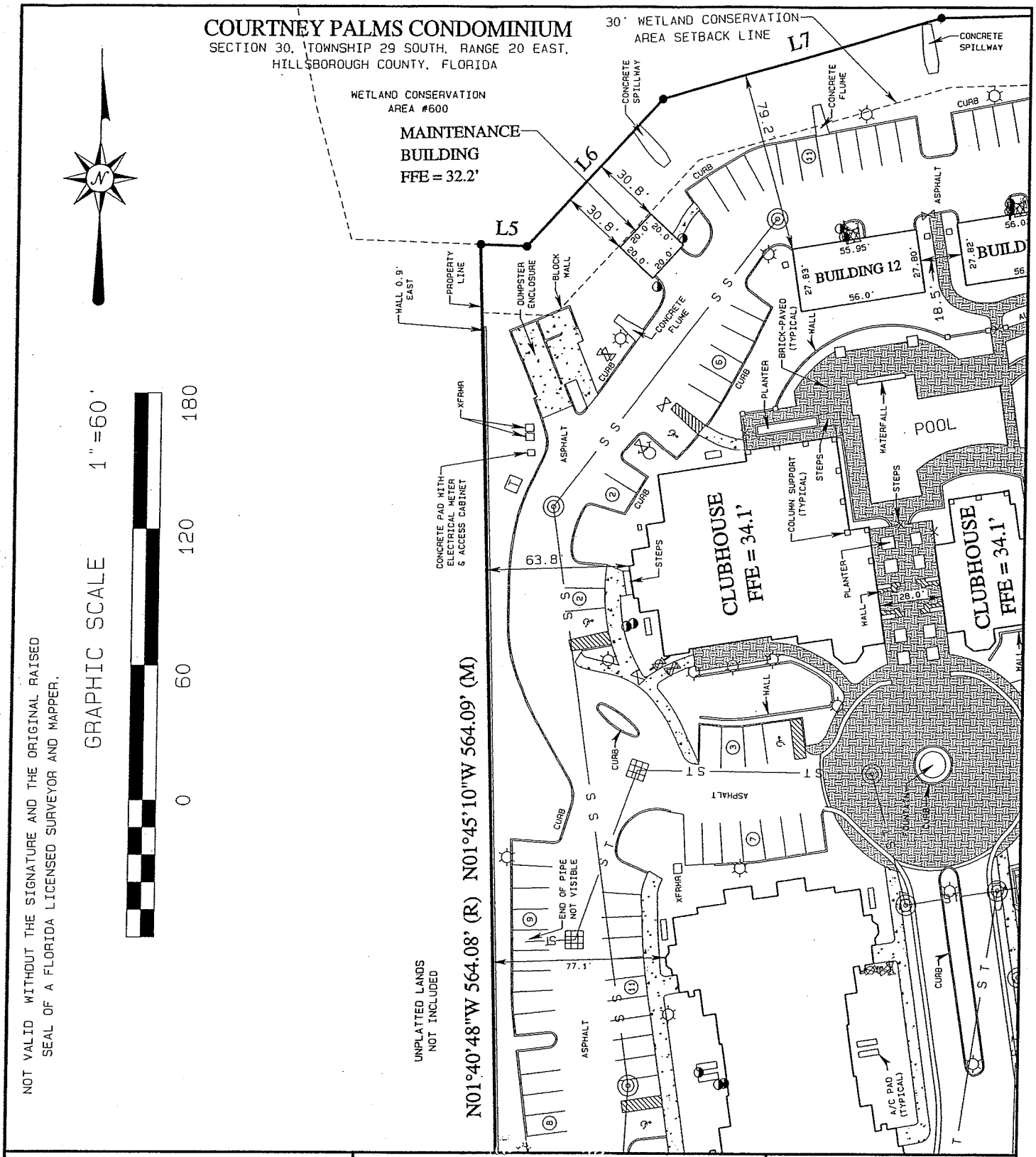
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: LE 253, 256 | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501CD.PRO | |
| SCALE: 1" = 60' | SHEET 12 OF 15 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.


LEADING EDGE LAND SERVICES INCORPORATED
6750 FORUM DRIVE
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FLORIDA LICENSED BUSINESS NUMBER LB 6846


## BOUNDARY SURVEY OF COURTNEY PALMS CONDOMINIUMS

### SURVEYOR'S CERTIFICATION

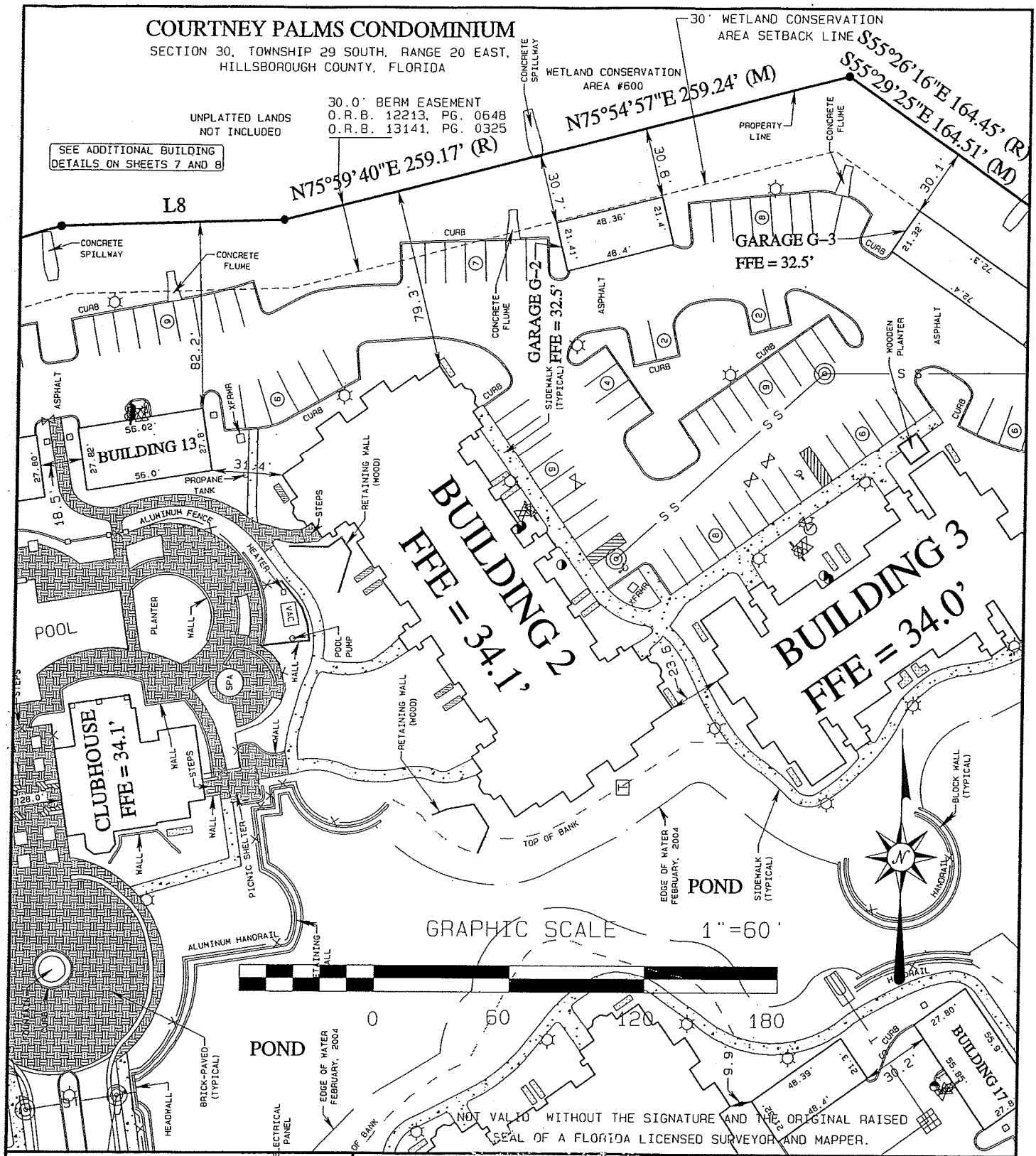
I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS CONDOMINIUM DOCUMENT IN COMPLIANCE WITH FLORIDA STATUTES CHAPTER 718.104
DATED THIS 4 DAY OF March, 2005

THOMAS A. KOHN
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4640

| | |
|---|---|
| DATE OF DRAWING: 04 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: LE 253, 256 | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 3230501CD.PRO | |
| SCALE: 1" = 60' | SHEET 13 OF 15 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

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## BOUNDARY SURVEY
OF
## COURTNEY PALMS CONDOMINIUMS

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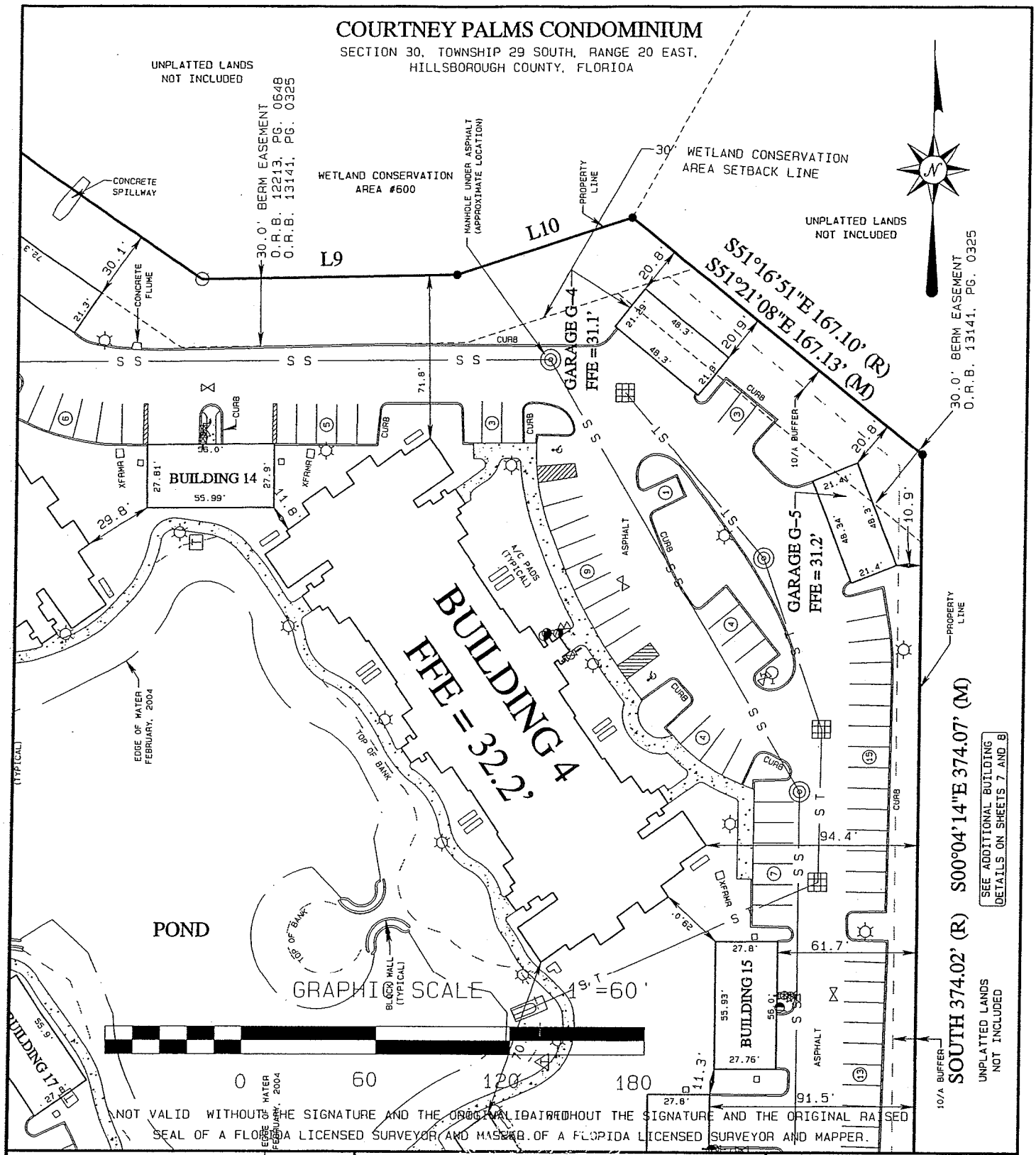
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501CD.PRO | |
| SCALE: 1" = 60' | SHEET 14 OF 15 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

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## BOUNDARY SURVEY OF COURTNEY PALMS CONDOMINIUMS

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DATED THIS 4 DAY OF 3/04 2005

THOMAS A. KOHN
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4640

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| DATE OF DRAWING: 04 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
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| LAST FIELD WORK: 17 FEB 2005 | |
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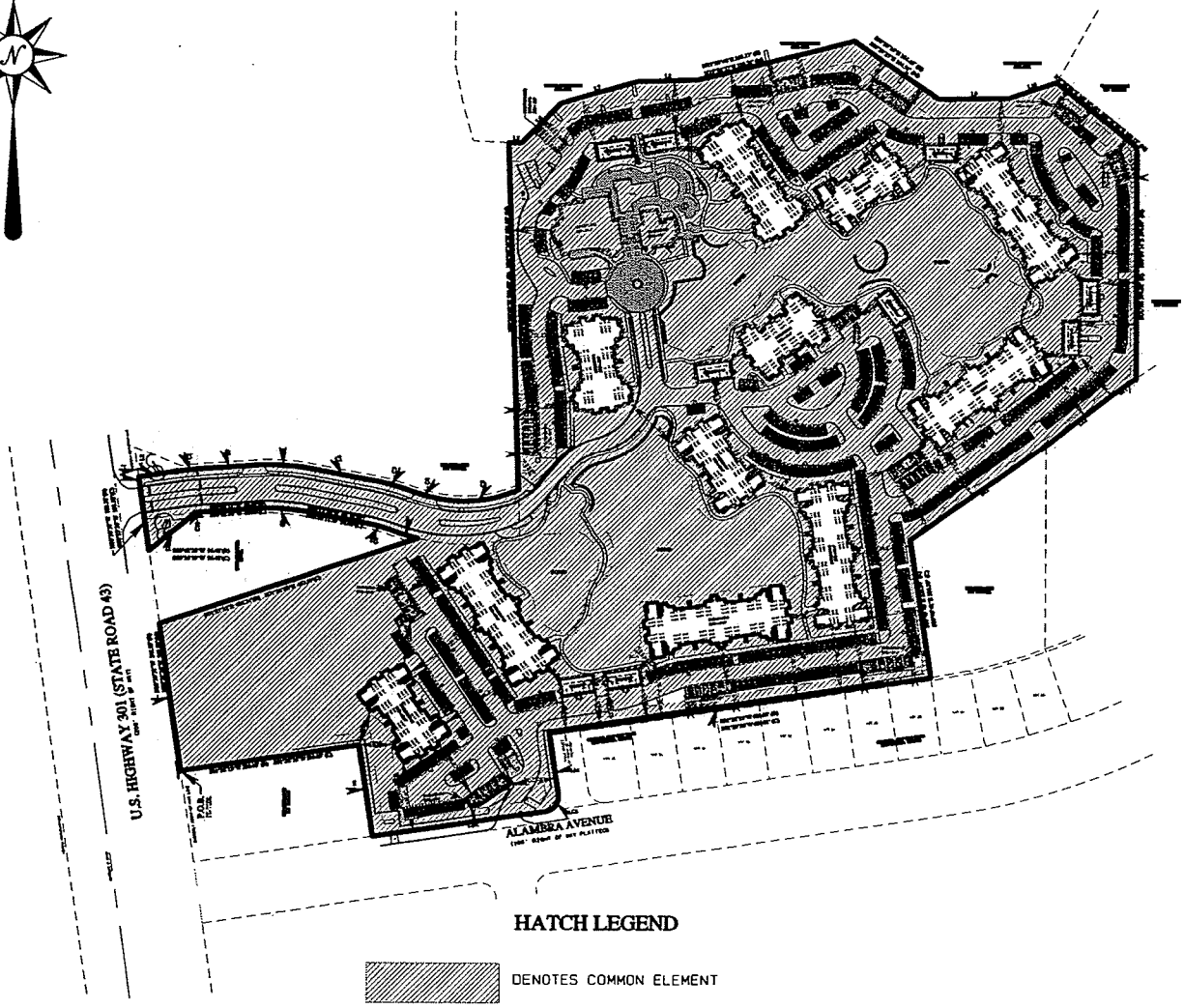
| COMPUTER FILE: 3230501CD.PRO | |
| SCALE: 1" = 60' | SHEET 15 OF 15 |

# COURTNEY PALMS CONDOMINIUMS

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA




**HATCH LEGEND**

DENOTES COMMON ELEMENT

DENOTES COMMON ELEMENT, MAY BECOME A LIMITED COMMON ELEMENT ONCE ASSIGNED TO A UNIT AS AN APPURTENANCE.

ALL IMPROVEMENTS SHOWN HEREON ARE EXISTING. DOCUMENTS ARE FOR CONDOMINIUM CONVERSION.

GRAPHIC SCALE 1"=300'

0 300 600 900

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NOT A BOUNDARY SURVEY


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**COMMON AREA SITE PLAN**
FOR
**WENZEL INVESTMENT GROUP**

**SURVEYOR'S CERTIFICATION**

I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS CONDOMINIUM DOCUMENT IN COMPLIANCE WITH FLORIDA STATUTES CHAPTER 718.104

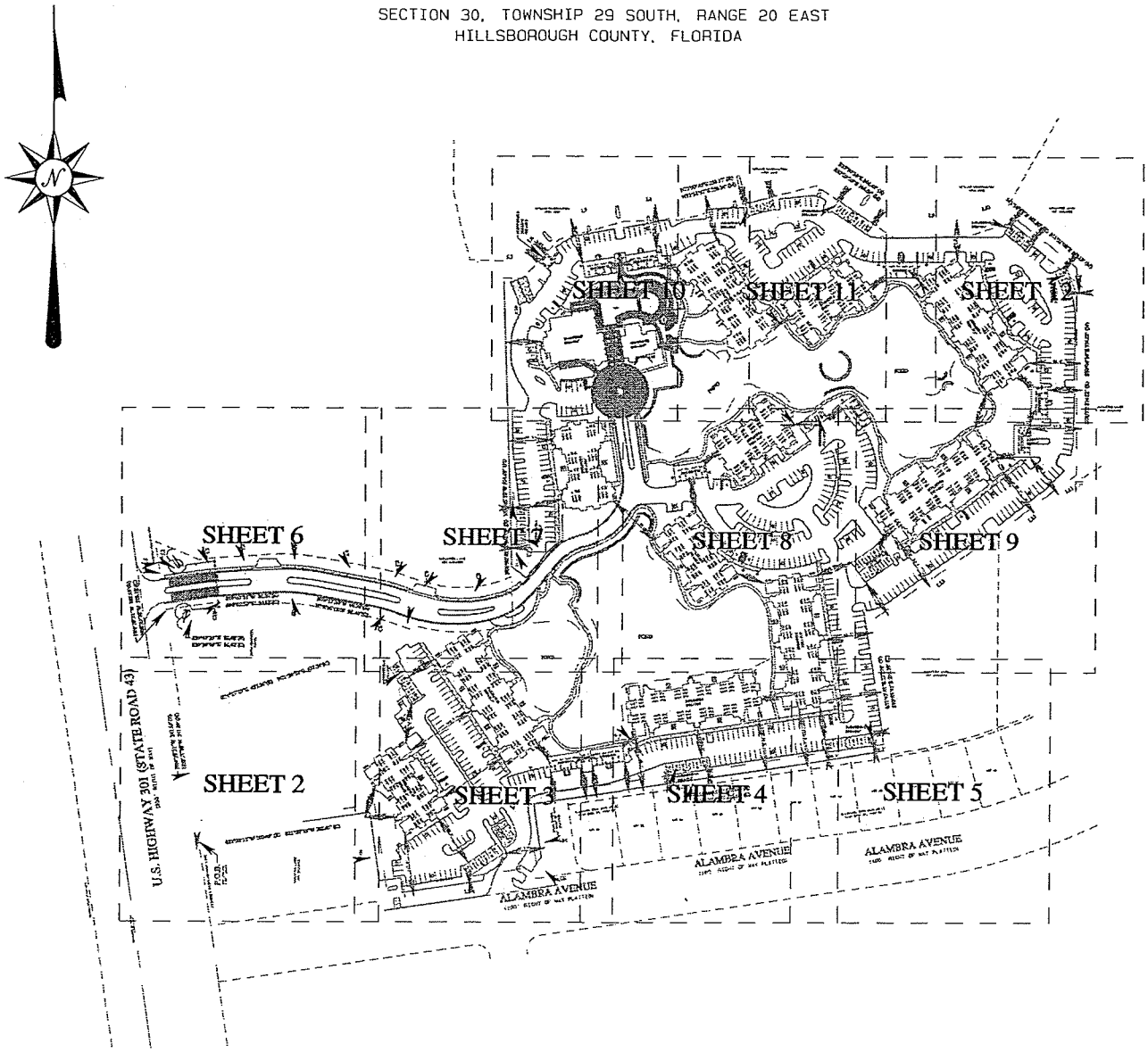
DATED THIS 29TH DAY OF APRIL, 2005

RONALD W. HERR
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4907

| | |
|---|---|
| DATE OF DRAWING: 08 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLAN SET | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 3230501SP.PRO | |
| SCALE: 1" = 300' | SHEET 1 OF 1 |

# COURTNEY PALMS CONDOMINIUMS

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA




## GENERAL NOTES

1. ALL INTERIOR IMPROVEMENTS WERE NOT SHOWN OR ANNOTATED ON THIS SITE PLAN. THIS SKETCH IS INTENDED TO BE A GRAPHIC ILLUSTRATION SHOWING THE RELATIONSHIP BETWEEN THE BUILDINGS, PARKING, WALKS, DRIVES AND PONDS WITH THE EXTERIOR BOUNDARY OF THE PARCEL.
2. SEE SHEET 13 OF 13 FOR LEGAL DESCRIPTION, LINE TABLE AND CURVE TABLE.
3. NUMBERED PARKING SPACES ARE TO BE A COMMON ELEMENT AND MAY BECOME A LIMITED COMMON ELEMENT WHEN ASSIGNED TO A UNIT AS AN APPURTENANCE.
4. ALL IMPROVEMENTS SHOWN HEREON ARE EXISTING. DOCUMENTS ARE FOR CONDOMINIUM CONVERSION.

GRAPHIC SCALE 1"=300'

0 300 600 900

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NOT A BOUNDARY SURVEY

REVISED: 04-19-05 TO NUMBER PARKING AND ADD NOTE #3.


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SITE PLAN
FOR
WENZEL INVESTMENT GROUP

SURVEYOR'S CERTIFICATION

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DATED THIS 29TH DAY OF APRIL 2005

RONALD W. HERR
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4907

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| DATE OF DRAWING: 03 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
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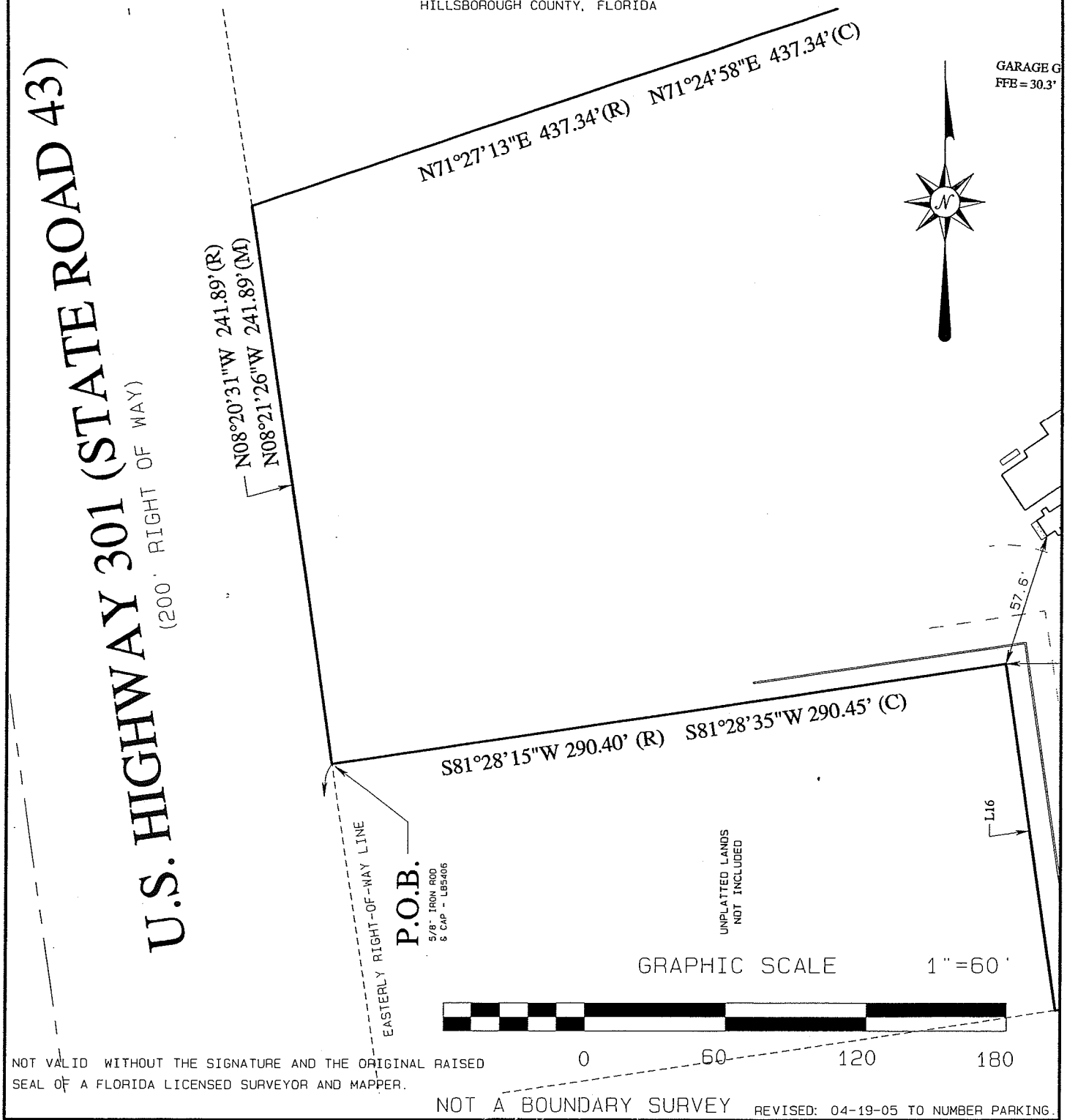
| COMPUTER FILE: 3230501SP.PRO | |
| SCALE: 1" = 300' | SHEET 1 OF 13 |

# COURTNEY PALMS CONDOMINIUMS

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

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NOT A BOUNDARY SURVEY

REVISED: 04-19-05 TO NUMBER PARKING.


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SITE PLAN
FOR
WENZEL INVESTMENT GROUP

SURVEYOR'S CERTIFICATION

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DATED THIS 20TH DAY OF APRIL, 2005

RONALD W. HERR
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4907

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|---|---|
| DATE OF DRAWING: 03 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLAN SET | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 3230501SP.PRO | |
| SCALE: 1" = 60' | SHEET 2 OF 13 |

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT A BOUNDARY SURVEY

REVISED: 04-19-05 TO NUMBER PARKING.


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FLORIDA LICENSED BUSINESS NUMBER L8 6846


**SITE PLAN**
FOR
**WENZEL INVESTMENT GROUP**

**SURVEYOR'S CERTIFICATION**

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DATED THIS 29TH DAY OF APRIL, 2005

RONALD W. HERR
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4907

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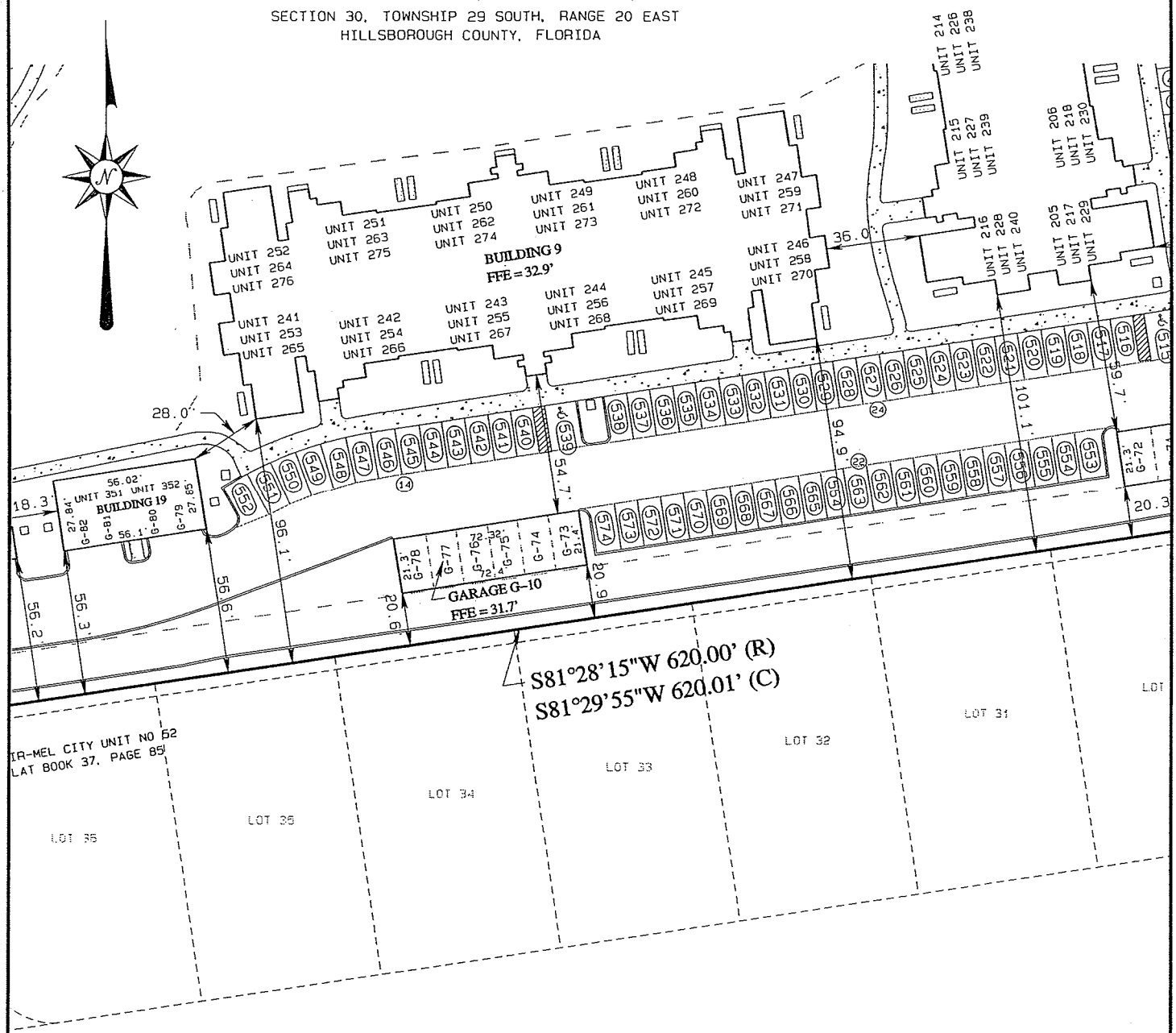
| DATE OF DRAWING: 03 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLAN SET | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501SP.PRO | |
| SCALE: 1" = 60' | SHEET 3 OF 13 |

# COURTNEY PALMS CONDOMINIUMS

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA




GRAPHIC SCALE 1"=60'

0 60 120 180

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NOT A BOUNDARY SURVEY

REVISED: 04-19-05 TO NUMBER PARKING.


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**SITE PLAN**
FOR
**WENZEL INVESTMENT GROUP**

**SURVEYOR'S CERTIFICATION**

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DATED THIS 29TH DAY OF APRIL 2005

Ronald W. Herr

RONALD W. HERR
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4907

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| DATE OF DRAWING: 03 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLAN SET | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 3230501SP.PRO | |
| SCALE: 1" = 60' | SHEET 4 OF 13 |

# COURTNEY PALMS CONDOMINIUMS

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST
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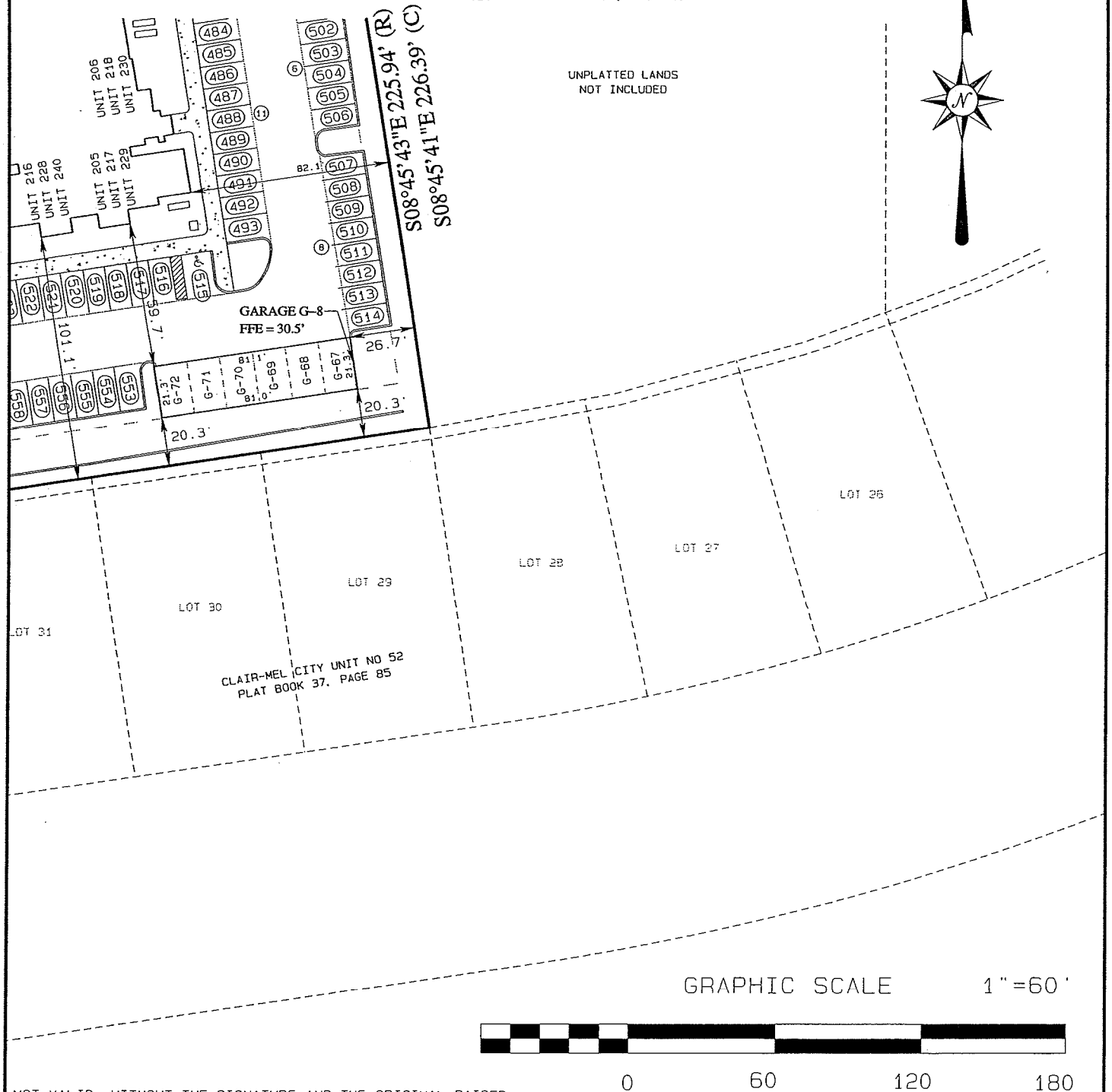


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# COURTNEY PALMS CONDOMINIUMS

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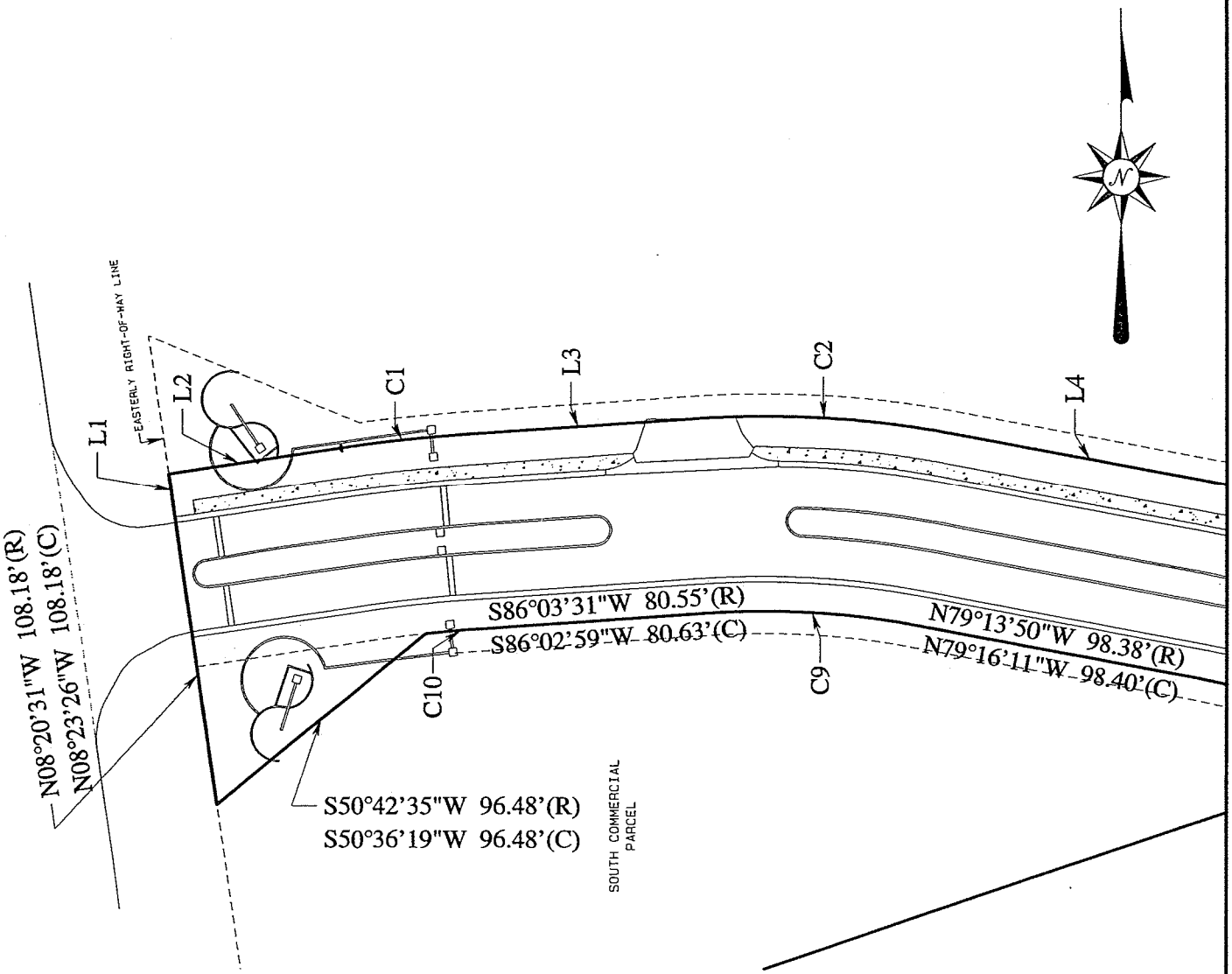


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SITE PLAN
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# COURTNEY PALMS CONDOMINIUMS

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST
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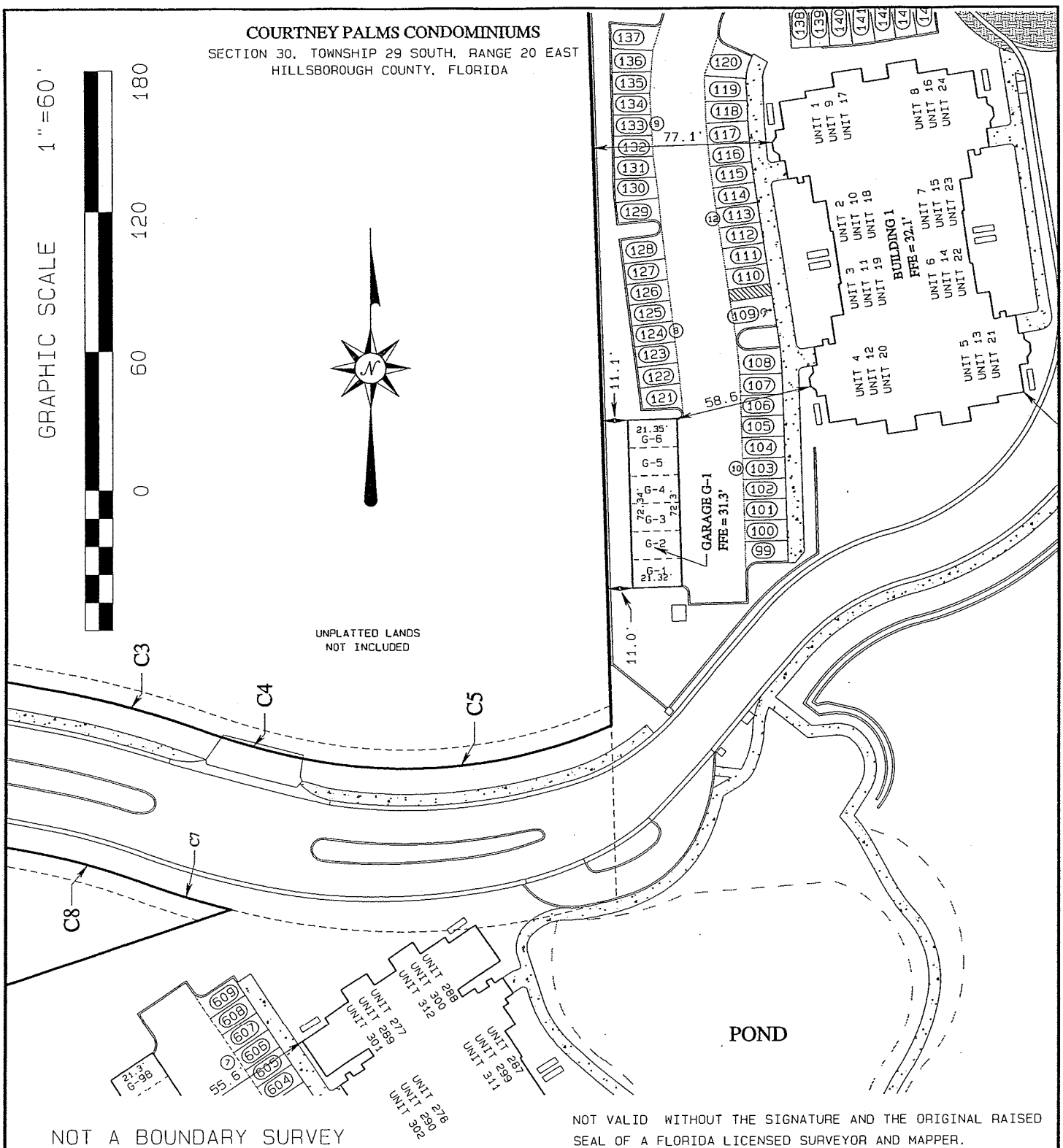


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SITE PLAN
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| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 3230501SP.PRO | |
| SCALE: 1" = 60' | SHEET 7 OF 13 |

# COURTNEY PALMS CONDOMINIUMS

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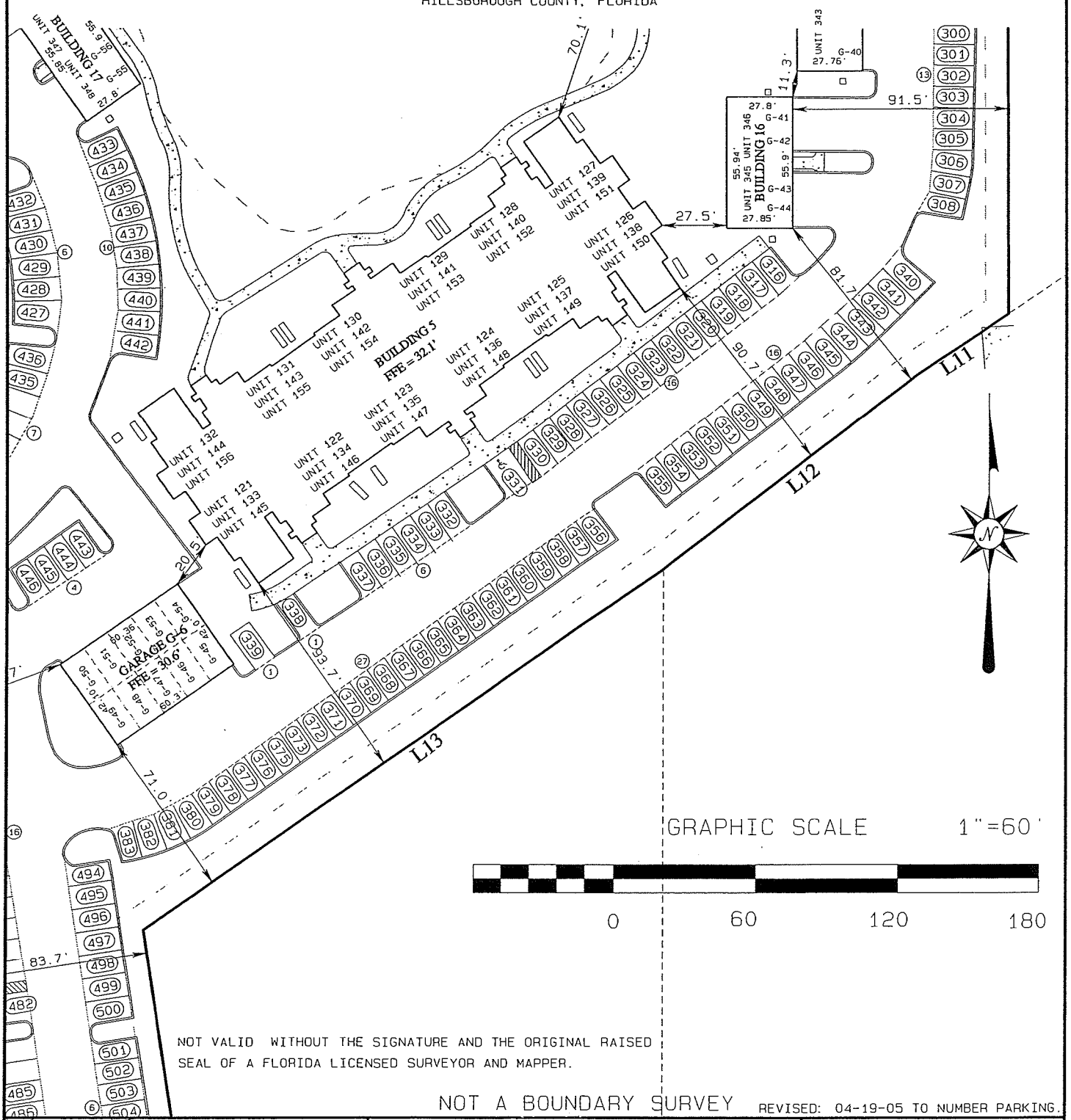


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| CREW CHIEF(S): NAC | |
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| SCALE: 1" = 60' | SHEET 9 OF 13 |

# COURTNEY PALMS CONDOMINIUMS

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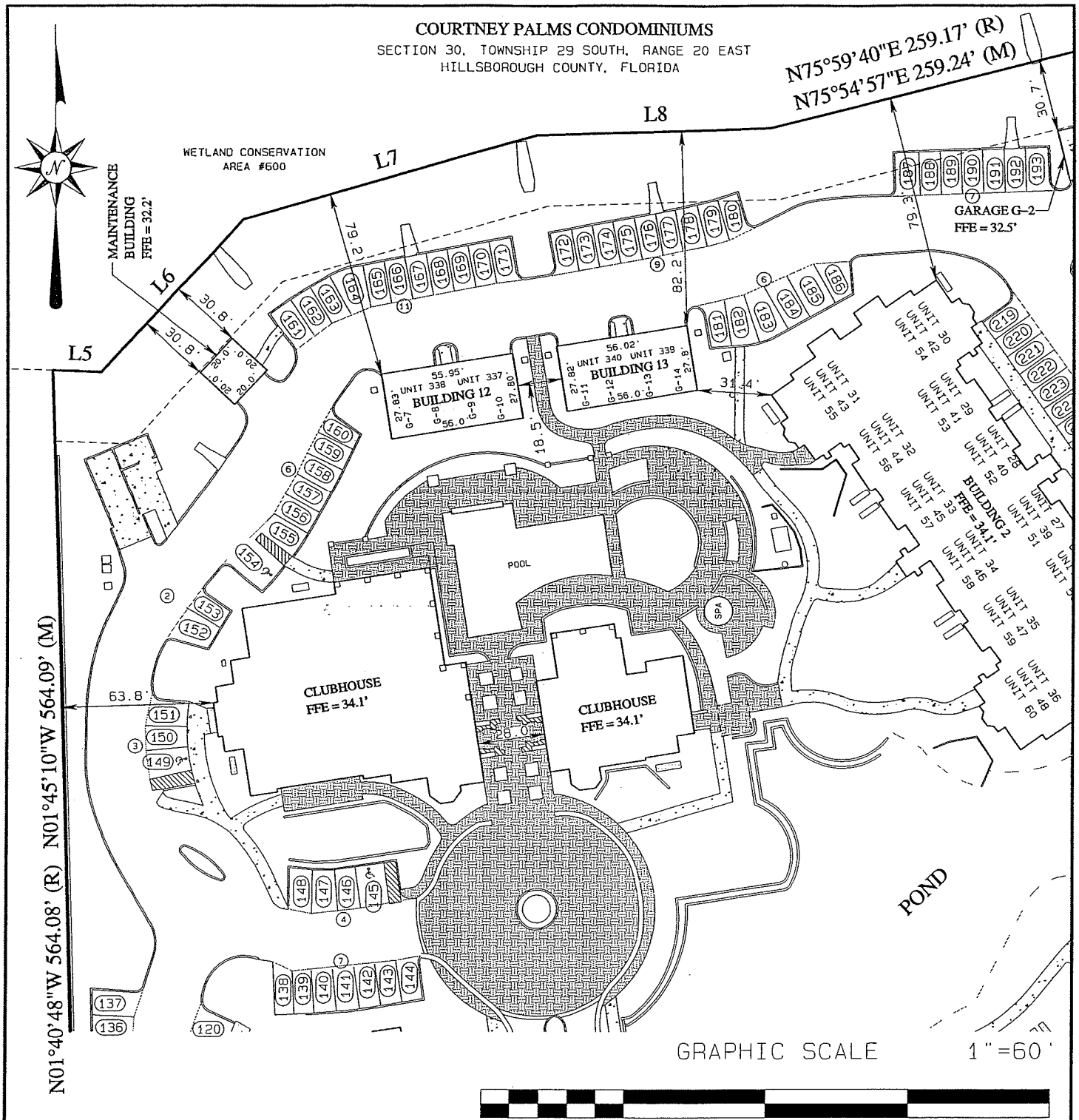


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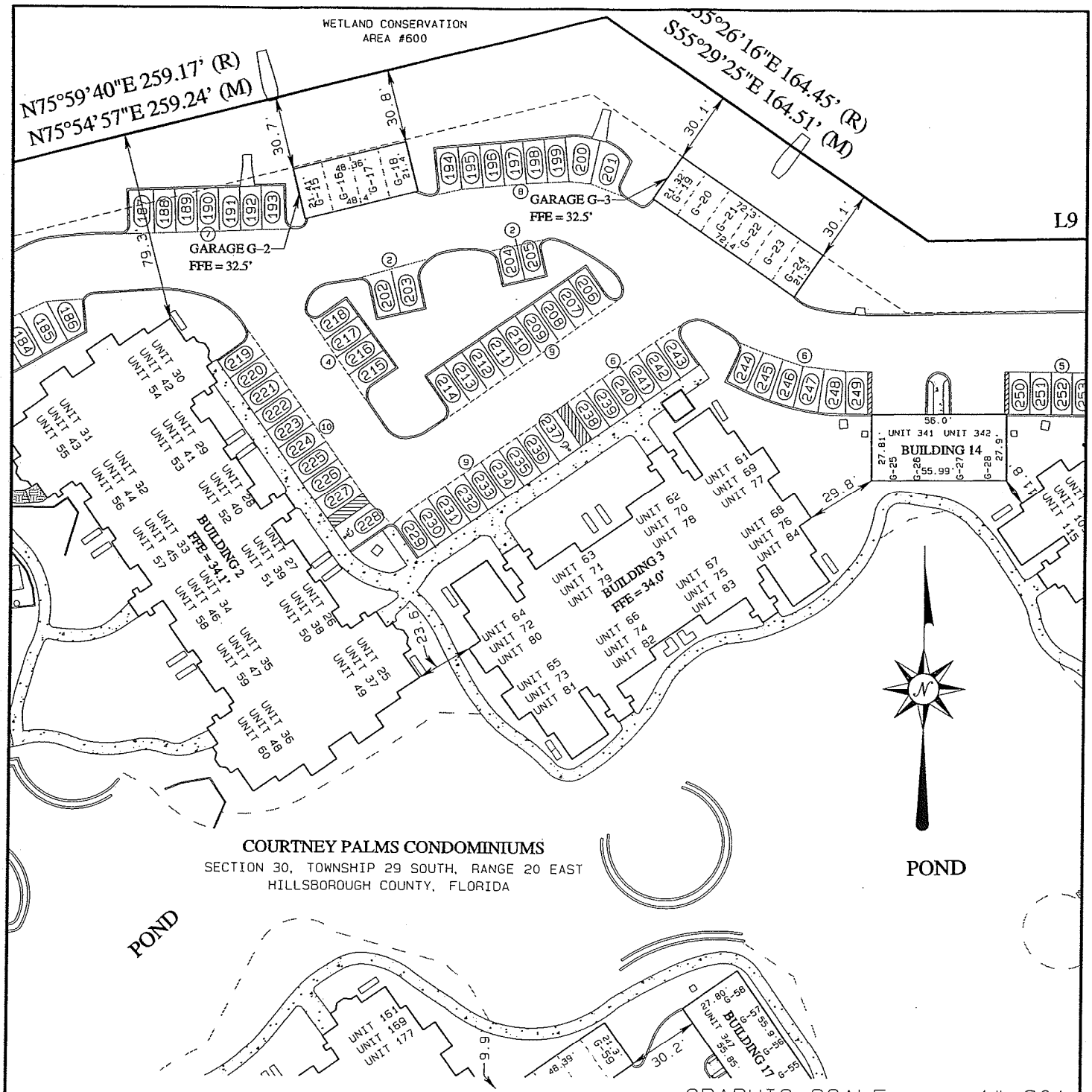
| FIELD BOOK NUMBER: PLAN SET | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 3230501SP.PRO | |
| SCALE: 1" = 60' | SHEET 10 OF 13 |




**COURTNEY PALMS CONDOMINIUMS**

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REVISED: 04-19-05 TO NUMBER PARKING.

NOT A BOUNDARY SURVEY

GRAPHIC SCALE 1"=60'

0 60 120 180


LEADING EDGE LAND SERVICES
INCORPORATED
6750 FORUM DRIVE
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ORLANDO, FLORIDA 32821
PHONE: (407) 351-6730
FAX: (407) 351-9691
E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846


SITE PLAN
FOR:
WENZEL INVESTMENT GROUP

SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS CONDOMINIUM DOCUMENT IN COMPLIANCE WITH FLORIDA STATUTES CHAPTER 718.104

DATED THIS 29TH DAY OF APRIL 2005

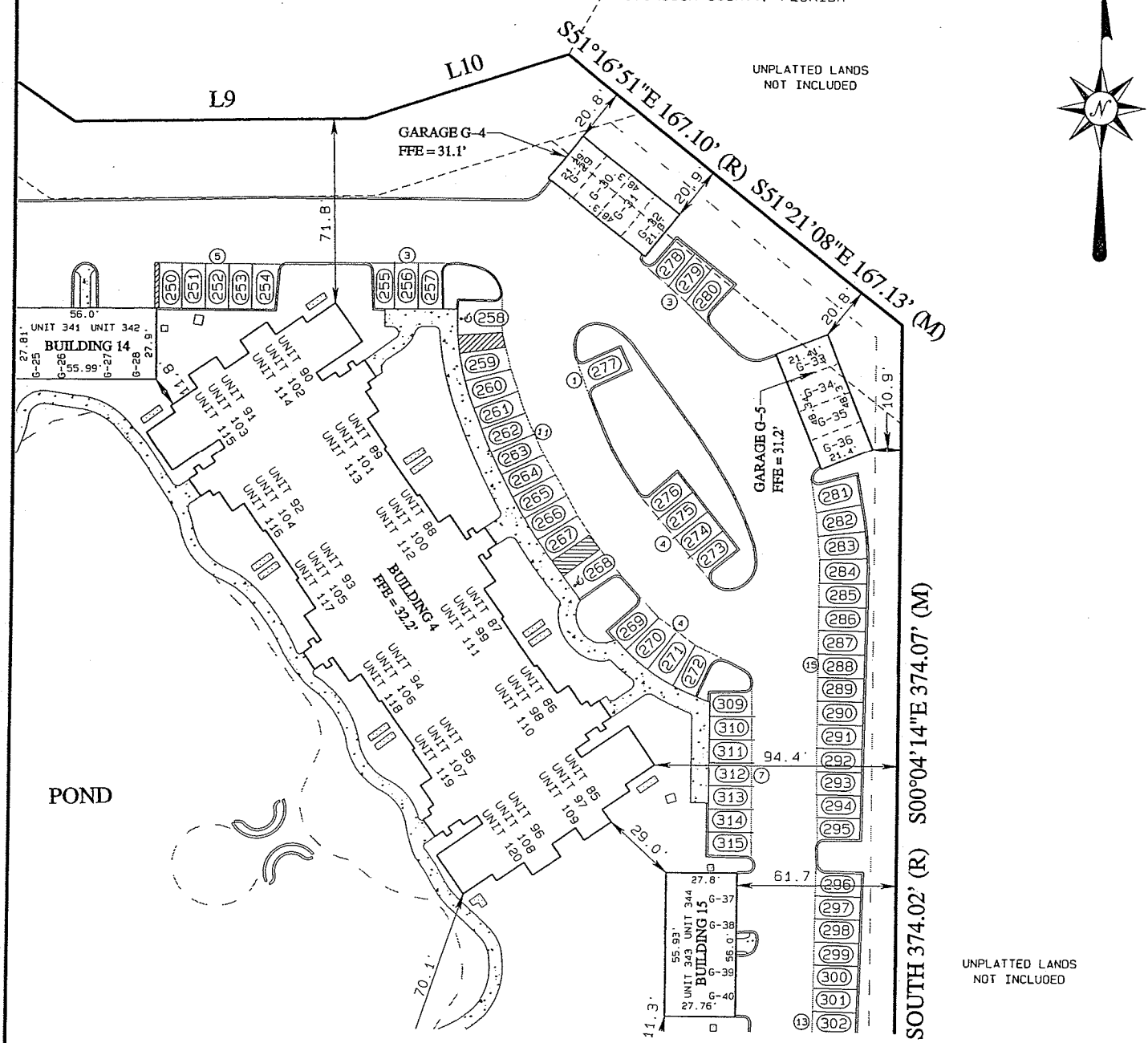
RONALD W. HERR
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4907

| | |
|---|---|
| DATE OF DRAWING: 03 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLAN SET | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501SP.PRO | |
| SCALE: 1" = 60' | SHEET 11 OF 13 |

# COURTNEY PALMS CONDOMINIUMS

WETLAND CONSERVATION AREA #600

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA




GRAPHIC SCALE 1"=60'

0 60 120 180

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT A BOUNDARY SURVEY

REVISED: 04-19-05 TO NUMBER PARKING.


LEADING EDGE LAND SERVICES INCORPORATED
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E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846


SITE PLAN
FOR
WENZEL INVESTMENT GROUP

## SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS CONDOMINIUM DOCUMENT IN COMPLIANCE WITH FLORIDA STATUTES CHAPTER 718.104

DATED THIS 29TH DAY OF April 2005

RONALD W. HERR
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4907

| | |
|---|---|
| DATE OF DRAWING: 03 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLAN SET | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501SP.PRO | |
| SCALE: 1" = 60' | SHEET 12 OF 13 |

# COURTNEY PALMS CONDOMINIUMS

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST
HILLSBOROUGH COUNTY, FLORIDA

## LEGAL DESCRIPTION

(PROVIDED BY CLIENT)

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 30; RUN THENCE SOUTH 89°40'45" EAST, ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4, 902.78 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301 (STATE ROAD NO. 43); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 08°20'31" WEST, 809.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 08°20'31" WEST, 241.89 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 71°27'13" EAST, 437.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE 39.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN INCLUDED ANGLE OF 06°10'59", AND A CHORD OF 39.91 FEET WHICH BEARS NORTH 72°50'30" WEST TO A POINT OF REVERSE CURVATURE; THENCE 49.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 09°28'49", AND A CHORD OF 49.58 FEET WHICH BEARS NORTH 74°29'25" WEST TO A POINT OF TANGENCY; THENCE NORTH 79°13'50" WEST, 98.38 FEET TO A POINT OF CURVATURE; THENCE 77.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 14°42'40", AND A CHORD OF 76.82 FEET WHICH BEARS NORTH 86°35'10" WEST TO A POINT OF TANGENCY; THENCE SOUTH 86°03'31" WEST, 80.55 FEET TO A POINT OF CURVATURE; THENCE 17.87 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, AN INCLUDED ANGLE OF 02°02'52", AND A CHORD OF 17.87 FEET WHICH BEARS SOUTH 85°02'05" WEST TO THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTH 50°42'35" WEST, 96.48 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 301; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 08°20'31" WEST, 108.18 FEET; THENCE NORTH 08°22'31" WEST, 11.82 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 81°37'29" EAST, 61.89 FEET TO A POINT OF CURVATURE; THENCE 44.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET, AN INCLUDED ANGLE OF 04°26'02", AND A CHORD OF 44.10 FEET WHICH BEARS NORTH 83°50'30" EAST TO A POINT OF TANGENCY; THENCE NORTH 86°03'31" EAST, 80.55 FEET TO A POINT OF CURVATURE; THENCE 95.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN INCLUDED ANGLE OF 14°42'40", AND A CHORD OF 94.74 FEET WHICH BEARS SOUTH 86°35'10" EAST TO A POINT OF TANGENCY; THENCE SOUTH 79°13'50" EAST, 98.38 FEET TO A POINT OF CURVATURE; THENCE 61.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN INCLUDED ANGLE OF 09°28'49", AND A CHORD OF 61.15 FEET WHICH BEARS SOUTH 74°29'25" EAST TO A POINT OF REVERSE CURVATURE; THENCE 47.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 09°08'25", AND A CHORD OF 47.81 FEET WHICH BEARS SOUTH 74°19'13" EAST TO A POINT OF COMPOUND CURVATURE; THENCE 133.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 218.50 FEET, AN INCLUDED ANGLE OF 34°53'08", AND A CHORD OF 130.99 FEET WHICH BEARS NORTH 83°40'00" EAST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; THENCE NORTH 01°40'48" WEST, 564.08 FEET; THENCE SOUTH 87°50'40" EAST, 20.44 FEET; THENCE NORTH 43°03'52" EAST, 88.43 FEET; THENCE NORTH 74°10'32" EAST, 128.55 FEET; THENCE NORTH 88°21'34" EAST, 98.74 FEET; THENCE NORTH 75°59'40" EAST, 259.17 FEET; THENCE SOUTH 55°26'16" EAST, 164.45 FEET; THENCE NORTH 89°07'43" EAST, 113.58 FEET; THENCE NORTH 72°09'52" EAST, 82.37 FEET; THENCE SOUTH 51°16'51" EAST, 167.10 FEET; THENCE SOUTH, 374.02 FEET; THENCE SOUTH 58°31'04" WEST, 46.89 FEET; THENCE SOUTH 52°09'06" WEST, 135.69 FEET; THENCE SOUTH 54°58'45" WEST, 269.01 FEET; THENCE SOUTH 08°45'43" EAST, 225.94 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY OF "CLAIR-MEL CITY, UNIT NO. 52", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 85, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 81°28'15" WEST, 620.00 FEET TO THE NORTHWESTERLY CORNER OF THE RIGHT-OF-WAY OF CALLE STREET AS DEDICATED ON SAID "CLAIR-MEL CITY, UNIT NO. 52"; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CALLE STREET, SOUTH 08°29'43" EAST, 100.02 FEET TO A POINT OF CURVATURE; THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN INCLUDED ANGLE OF 89°59'21", AND A CHORD OF 35.35 FEET WHICH BEARS SOUTH 36°29'58" WEST TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ALAMBRA AVENUE AS DEDICATED BY PLAT OF "CLAIR-MEL CITY, UNIT NO. 51", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 31, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ALAMBRA AVENUE, SOUTH 81°28'15" WEST, 279.48 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 08°20'31" WEST, 150.00 FEET; AND THENCE SOUTH 81°28'15" WEST, 290.40 FEET TO THE POINT OF BEGINNING.

TRACT CONTAINS 25.66 ACRES, MORE OR LESS.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

### LINE TABLE (RECORDED)

| LINE | BEARING | DISTANCE |
|---|---|---|
| L1 | N08°22'31"W | 11.82' |
| L2 | N81°37'29"E | 61.89' |
| L3 | N86°03'31"E | 80.55' |
| L4 | S79°13'50"E | 98.38' |
| L5 | S87°50'40"E | 20.44' |
| L6 | N43°03'52"E | 88.43' |
| L7 | N74°10'32"E | 128.55' |
| L8 | N88°21'34"E | 98.74' |
| L9 | N89°07'43"E | 113.58' |
| L10 | N72°09'52"E | 82.37' |
| L11 | S58°31'04"W | 46.89' |
| L12 | S52°09'06"W | 135.69' |
| L13 | S54°58'45"W | 269.01' |
| L14 | S08°29'43"E | 100.02' |
| L15 | S81°28'15"W | 279.48' |
| L16 | N08°20'31"W | 150.00' |

### LINE TABLE (MEASURED OR CALCULATED*)

| LINE | BEARING | DISTANCE |
|---|---|---|
| *L1 | N08°25'26"W | 11.82' |
| *L2 | N81°30'19"E | 62.36' |
| L3 | N86°02'59"E | 80.59' |
| L4 | S79°16'11"E | 98.40' |
| L5 | S87°52'08"E | 20.45' |
| L6 | N42°58'54"E | 88.43' |
| L7 | N74°04'50"E | 128.59' |
| L8 | N88°18'25"E | 98.72' |
| L9 | N89°01'45"E | 113.58' |
| L10 | N72°06'01"E | 82.39' |
| L11 | S56°13'36"W | 46.94' |
| L12 | S52°11'41"W | 135.71' |
| L13 | S55°06'18"W | 269.05' |
| *L14 | S08°30'18"E | 100.01' |
| *L15 | S81°29'34"W | 279.74' |
| *L16 | N08°19'55"W | 149.96' |

### CURVE TABLE (RECORDED)

| CURVE | DELTA | RADIUS | ARC | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| C1 | 4°26'02" | 570.00' | 44.11' | N83°50'30"E | 44.10' |
| C2 | 14°42'40" | 370.00' | 95.00' | S86°35'10"E | 94.74' |
| C3 | 9°28'49" | 370.00' | 61.22' | S74°29'25"E | 61.15' |
| C4 | 9°08'25" | 300.00' | 47.86' | S74°19'13"E | 47.81' |
| C5 | 34°53'08" | 218.50' | 133.04' | N83°40'00"E | 130.99' |
| C6 | 89°59'21" | 25.00' | 39.27' | S36°29'58"W | 35.35' |
| C7 | 6°10'59" | 370.00' | 39.93' | N72°50'30"W | 39.91' |
| C8 | 9°28'49" | 300.00' | 49.64' | N74°29'25"W | 49.58' |
| C9 | 14°42'40" | 300.00' | 77.03' | N86°35'10"W | 76.82' |
| C10 | 2°02'52" | 500.00' | 17.87' | S85°02'05"W | 17.87' |

### CURVE TABLE (MEASURED OR CALCULATED*)

| CURVE | DELTA | RADIUS | ARC | CHORD BEARING | CHORD |
|---|---|---|---|---|---|
| *C1 | 4°26'02" | 570.00' | 44.11' | N83°49'58"E | 44.10' |
| C2 | 14°42'56" | 370.00' | 95.03' | S86°39'02"E | 94.77' |
| C3 | 9°29'08" | 370.00' | 61.26' | S74°32'51"E | 61.19' |
| *C4 | 9°07'45" | 300.00' | 47.80' | S74°20'14"E | 47.75' |
| *C5 | 34°45'20" | 218.50' | 132.54' | N83°43'01"E | 130.52' |
| *C6 | 90°00'00" | 25.00' | 39.27' | S36°29'42"W | 35.36' |
| *C7 | 6°05'12" | 370.00' | 39.31' | N72°49'10"W | 39.29' |
| *C8 | 9°29'05" | 300.00' | 49.66' | N74°33'01"W | 49.60' |
| *C9 | 14°43'10" | 300.00' | 77.07' | N86°39'18"W | 76.86' |
| *C10 | 2°06'05" | 500.00' | 18.34' | S84°59'57"W | 18.34' |

REVISED: 04-19-05 TO NUMBER PARKING & ADDED NOTE #3 & #4 ON SHEET 1 OF 13.


LEADING EDGE LAND SERVICES INCORPORATED
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E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846


SITE PLAN
FOR
COURTNEY PALMS CONDOMINIUM

### SURVEYOR'S CERTIFICATION

I, THE UNDERSIGNED, FLORIDA LICENSED SURVEYOR AND MAPPER, DO HEREBY CERTIFY THAT I HAVE COMPLETED THIS CONDOMINIUM DOCUMENT IN COMPLIANCE WITH FLORIDA STATUTES CHAPTER 718.104

DATED THIS 29TH DAY OF APRIL 2005

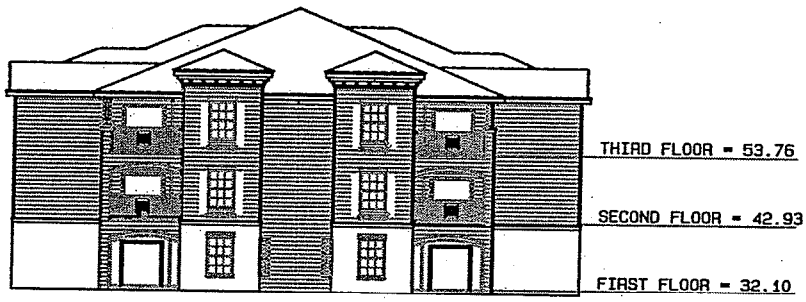
RONALD W. HERR
PROFESSIONAL SURVEYOR AND MAPPER NUMBER 4907

| | |
|---|---|
| DATE OF DRAWING: 28 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: LE 253, 256 | |
| LAST FIELD WORK: 31 AUG 2004 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501SP.PRO | |
| SCALE: N.T.S. | SHEET 13 OF 13 |

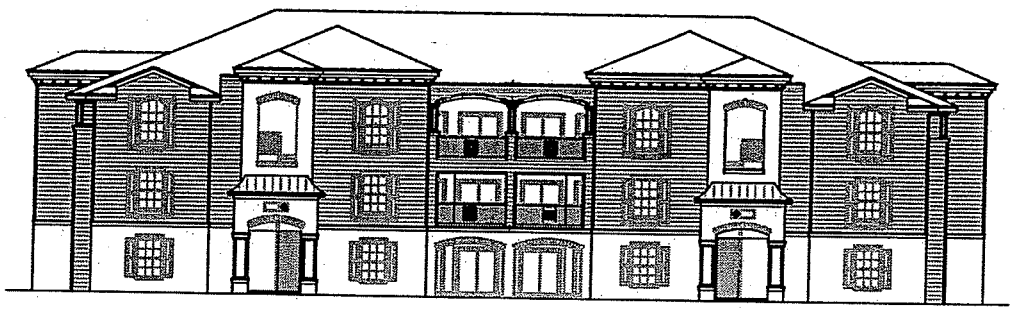
**EXHIBIT "D"**
**(Floor Plan)**

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



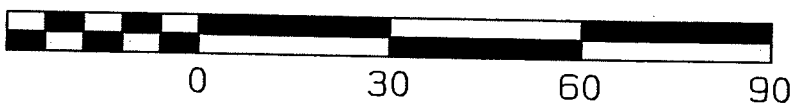

## SIDE VIEW



## FRONT VIEW

# BUILDING ONE ELEVATION

GRAPHIC SCALE 1"=30'





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FAX: (407) 351-9691
E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING ONE – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

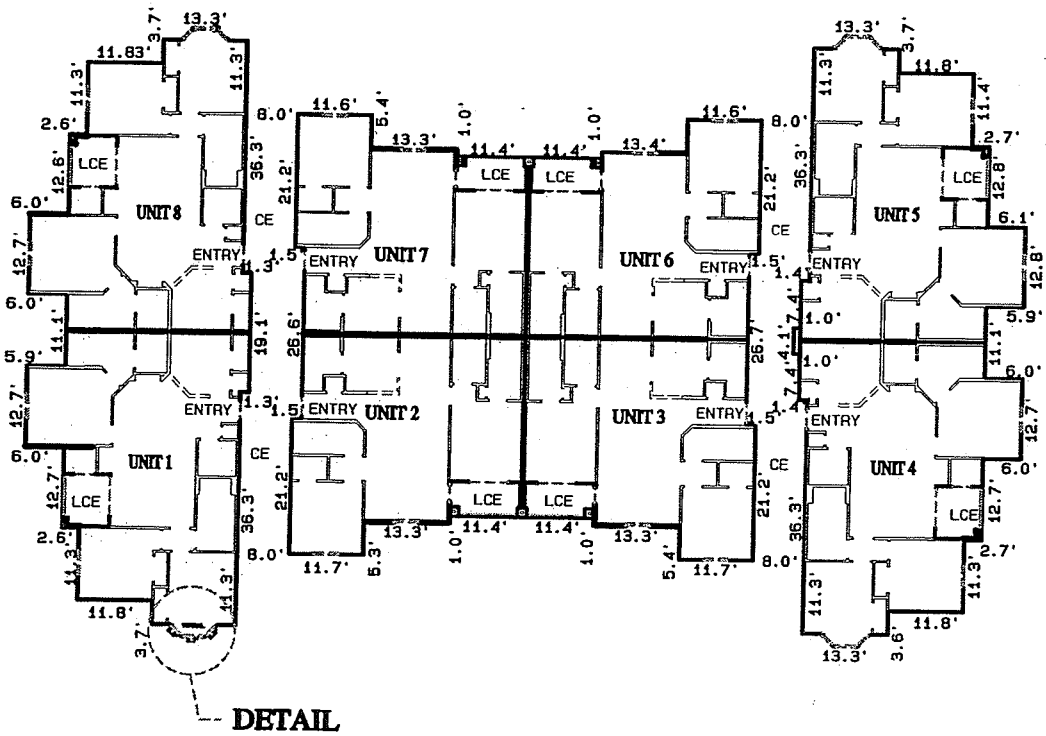
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 26832 SQ. FT. |
| STORAGE AREA | 264 SQ. FT. |
| PORCH AREA | 1020 SQ. FT. |
| BREEZEWAY AREA | 3546 SQ. FT. |
| GROSS AREA | 31662 SQ.FT. |

| | |
|---|---|
| DATE OF DRAWING: 21 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B1CD.PRO | |
| SCALE: 1" = 30' | SHEET 1 OF 82 |

# COURTNEY PALMS CONDOMINIUM

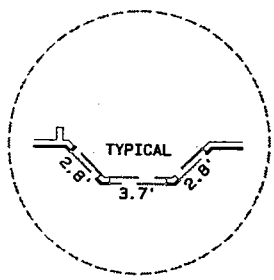
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




**LEGEND**

CE COMMON ENTRY
LCE LIMITED COMMON ENTRY

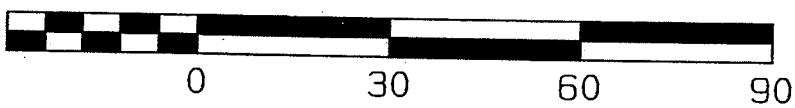
**BUILDING ONE**
**FIRST FLOOR**




**DETAIL**

SCALE: 1" = 10'

GRAPHIC SCALE 1"=30'





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E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING ONE – FIRST FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

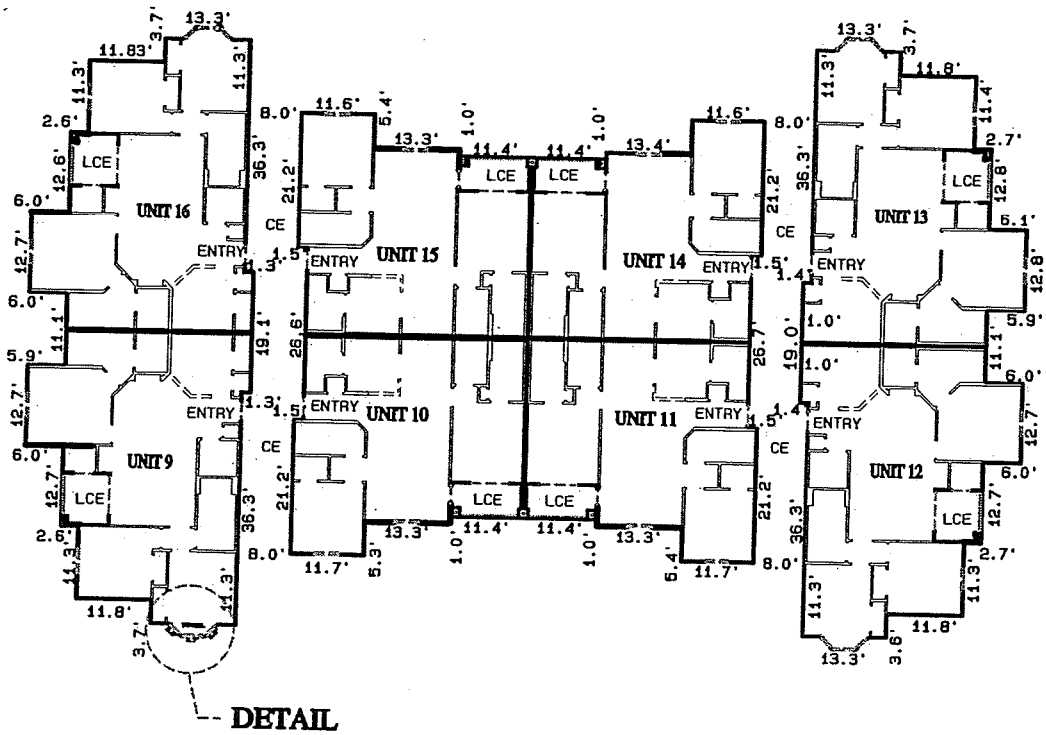
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 8944 SQ. FT. |
| STORAGE AREA | 88 SQ. FT. |
| PORCH AREA | 340 SQ. FT. |
| BREEZEWAY AREA | 1182 SQ. FT. |
| GROSS AREA | 10554 SQ.FT. |

| | |
|---|---|
| DATE OF DRAWING: 18 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B1CD.PRO | |
| SCALE: 1" = 30' | SHEET 2 OF 82 |

# COURTNEY PALMS CONDOMINIUM

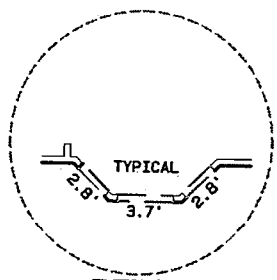
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




**LEGEND**

CE COMMON ENTRY
LCE LIMITED COMMON ENTRY

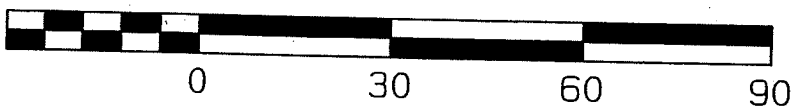
**BUILDING ONE**
**SECOND FLOOR**




**DETAIL**

SCALE: 1" = 10'

GRAPHIC SCALE 1"=30'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING ONE – SECOND FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

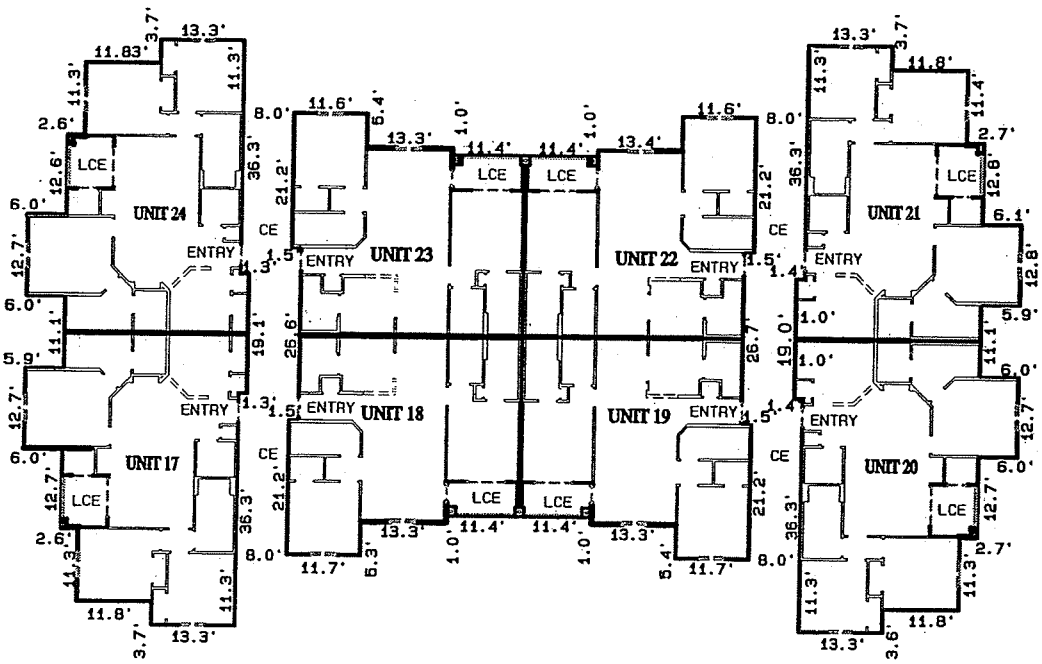
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 8944 SQ. FT. |
| STORAGE AREA | 88 SQ. FT. |
| PORCH AREA | 340 SQ. FT. |
| BREEZEWAY AREA | 1182 SQ. FT. |
| GROSS AREA | 10554 SQ.FT. |

| | |
|---|---|
| DATE OF DRAWING: 21 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B1CD.PRO | |
| SCALE: 1" = 30' | SHEET 3 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




**LEGEND**

CE COMMON ENTRY
LCE LIMITED COMMON ENTRY

**BUILDING ONE**
**THIRD FLOOR**

GRAPHIC SCALE 1"=30'

0 30 60 90


LEADING EDGE LAND SERVICES INCORPORATED
6750 FORUM DRIVE
SUITE 310
ORLANDO, FLORIDA 32821
PHONE: (407) 351-6730
FAX: (407) 351-9691
E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING ONE – THIRD FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

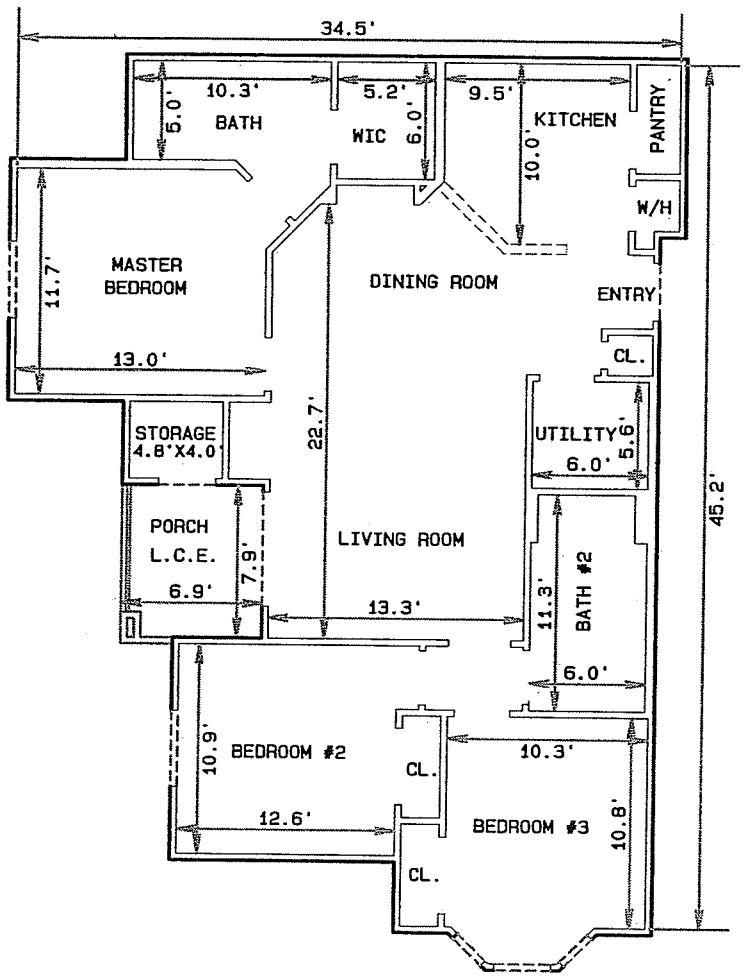
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 8944 SQ. FT. |
| STORAGE AREA | 88 SQ. FT. |
| PORCH AREA | 340 SQ. FT. |
| BREEZEWAY AREA | 1182 SQ. FT. |
| GROSS AREA | 10554 SQ.FT. |

| | |
|---|---|
| DATE OF DRAWING: 21 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B1CD.PRO | |
| SCALE: 1" = 30' | SHEET 4 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



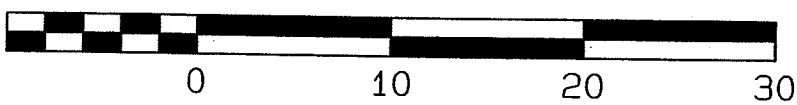

## TYPE E REVERSE UNITS

UNIT 1
UNIT 5
UNIT 9
UNIT 13
UNIT 25
UNIT 31
UNIT 37
UNIT 43
UNIT 157
UNIT 161
UNIT 165
UNIT 169

## LEGEND

CL. = CLOSET
WIC = WALK-IN CLOSET
W/H = WATER HEATER & AIR CONDITIONING UNIT
L.C.E. = LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=10'





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## UNIT TYPE E REVERSE OF COURTNEY PALMS CONDOMINIUM

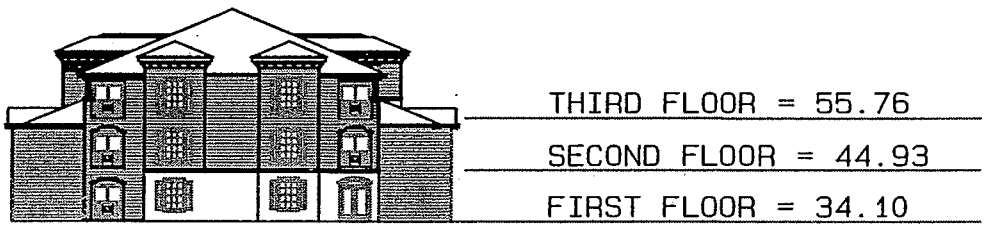
## AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 1212 SQ. FT. |
| STORAGE AREA | 22 SQ. FT. |
| GROSS AREA | 1234 SQ. FT. |

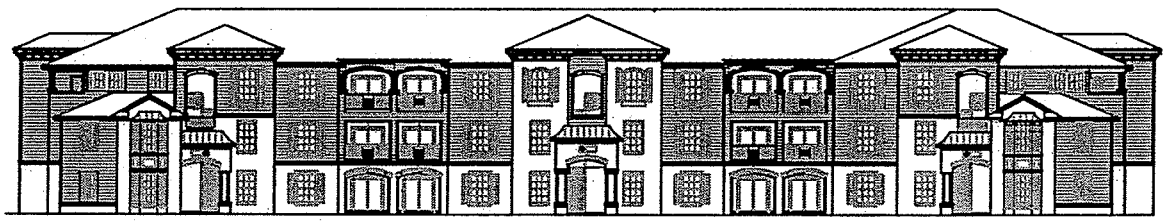
| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B1CD.PRO | |
| SCALE: 1" = 10' | SHEET 58 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



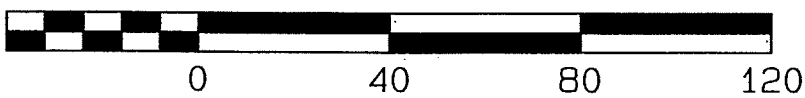

**SIDE VIEW**



**FRONT VIEW**

## BUILDING TWO
## ELEVATION

GRAPHIC SCALE 1"=40'





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**BUILDING TWO – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

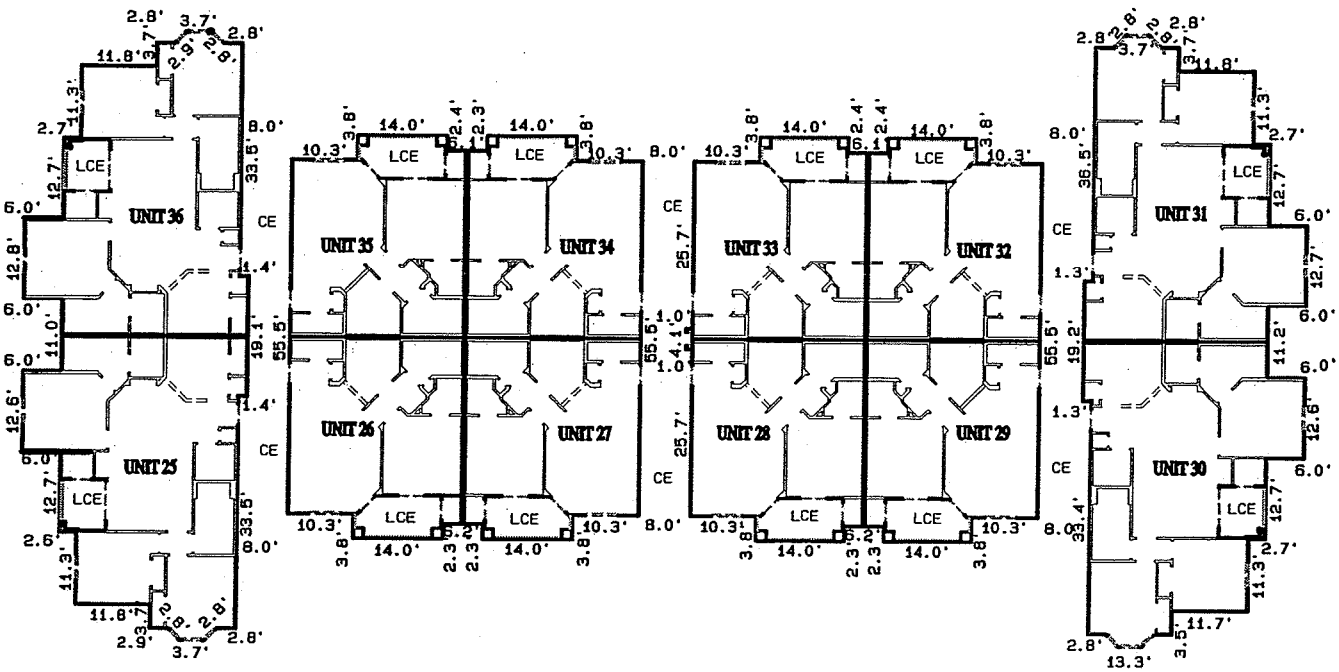
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 31620 SQ. FT. |
| STORAGE AREA | 576 SQ. FT. |
| PORCH AREA | 2832 SQ. FT. |
| BREEZEWAY AREA | 5043 SQ. FT. |
| GROSS AREA | 40077 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B2CD.PRO | |
| SCALE: 1" = 40' | SHEET 5 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING TWO

## FIRST FLOOR

**LEGEND**

CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=30'

0 30 60 90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**BUILDING TWO – FIRST FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

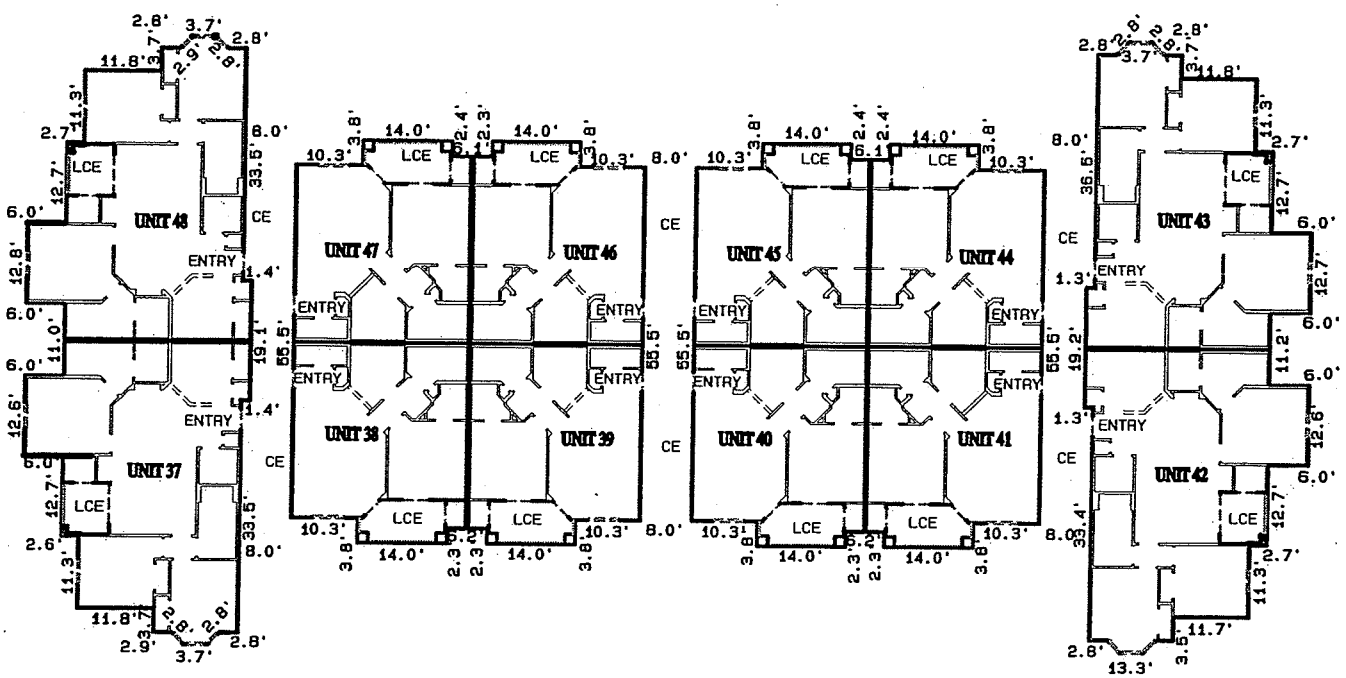
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 10540 SQ. FT. |
| STORAGE AREA | 192 SQ. FT. |
| PORCH AREA | 944 SQ. FT. |
| BREEZEWAY AREA | 1681 SQ. FT. |
| GROSS AREA | 13359 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 21 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B2CD.PRO | |
| SCALE: 1" = 30' | SHEET 6 of 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING TWO
## SECOND FLOOR

**LEGEND**

CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=30'

0 30 60 90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**BUILDING TWO – SECOND FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

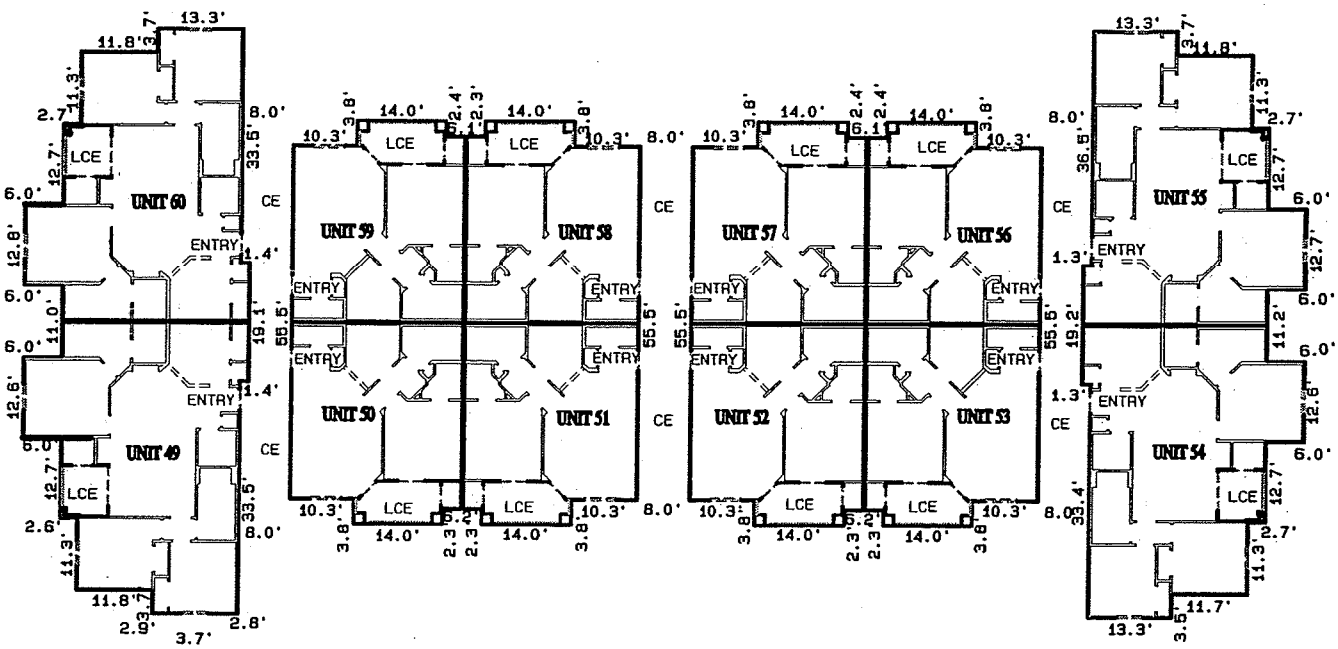
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 10540 SQ. FT. |
| STORAGE AREA | 192 SQ. FT. |
| PORCH AREA | 944 SQ. FT. |
| BREEZEWAY AREA | 1681 SQ. FT. |
| GROSS AREA | 13359 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 21 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B2CD.PRO | |
| SCALE: 1" = 30' | SHEET 7 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING TWO

## THIRD FLOOR

**LEGEND**

CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=30'

0 30 60 90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**BUILDING TWO – THIRD FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

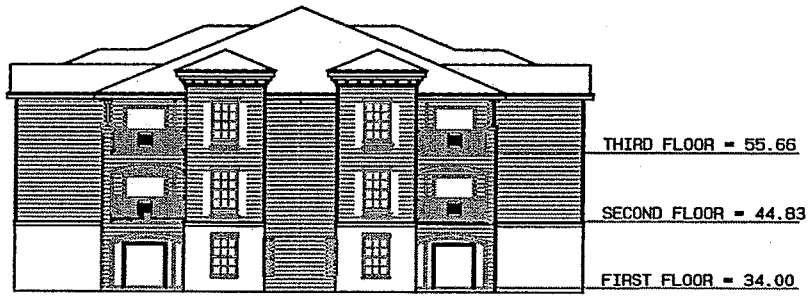
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 10540 SQ. FT. |
| STORAGE AREA | 192 SQ. FT. |
| PORCH AREA | 944 SQ. FT. |
| BREEZEWAY AREA | 1681 SQ. FT. |
| GROSS AREA | 13359 SQ. FT. |

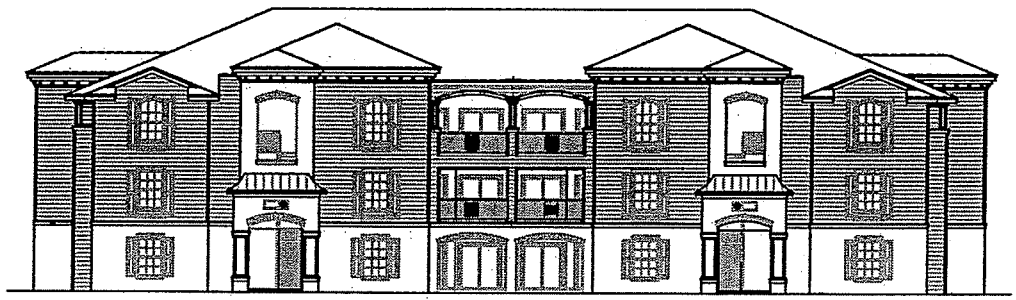
| | |
|---|---|
| DATE OF DRAWING: 21 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B2CD.PRO | |
| SCALE: 1" = 30' | SHEET 8 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



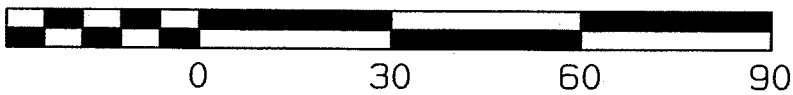

## SIDE VIEW



## FRONT VIEW

## BUILDING THREE ELEVATION

GRAPHIC SCALE 1"=30'





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**BUILDING THREE – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

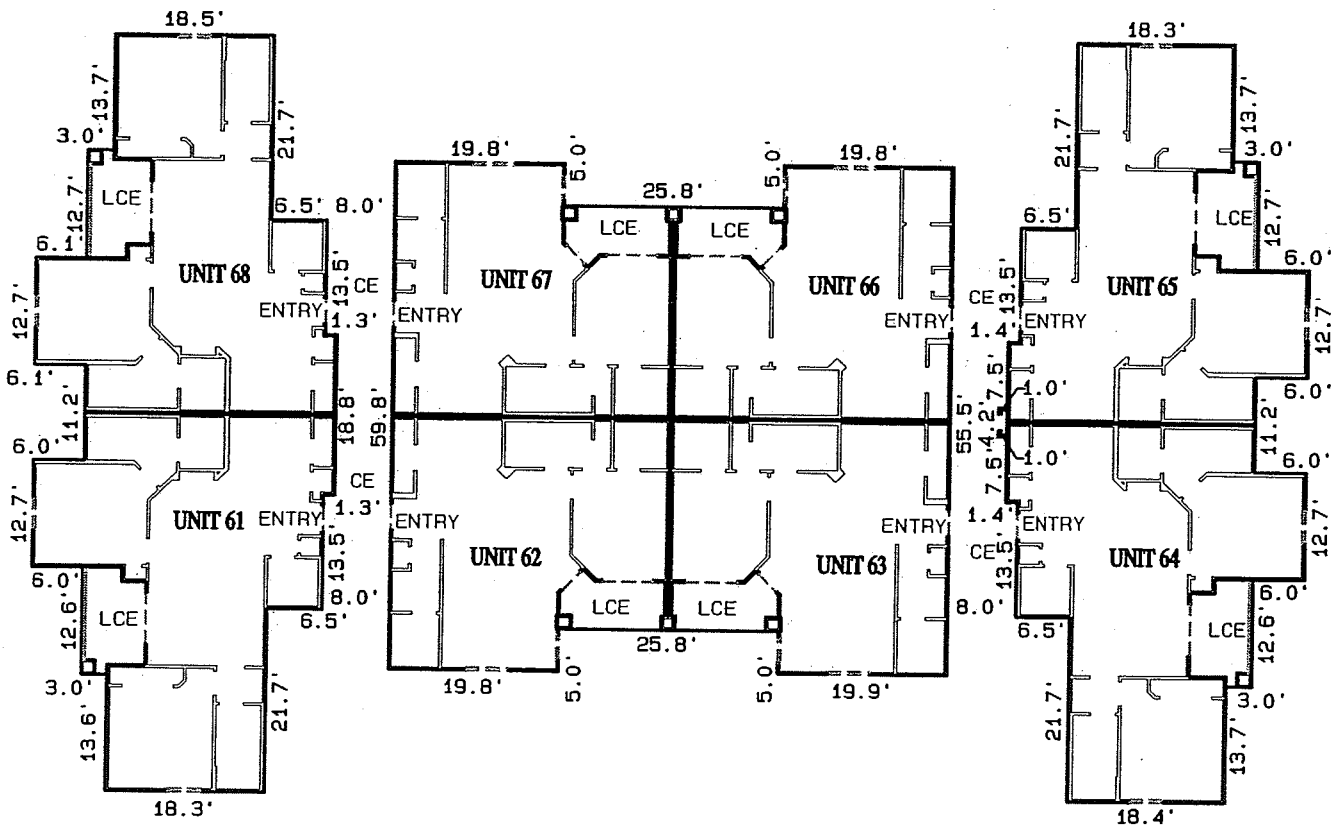
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 22764 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 1872 SQ. FT. |
| BREEZEWAY AREA | 3810 SQ. FT. |
| GROSS AREA | 28446 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B3CD.PRO | |
| SCALE: 1" = 30' | SHEET 9 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING THREE
## FIRST FLOOR

**LEGEND**

CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=30'

0 30 60 90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**BUILDING THREE – FIRST FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

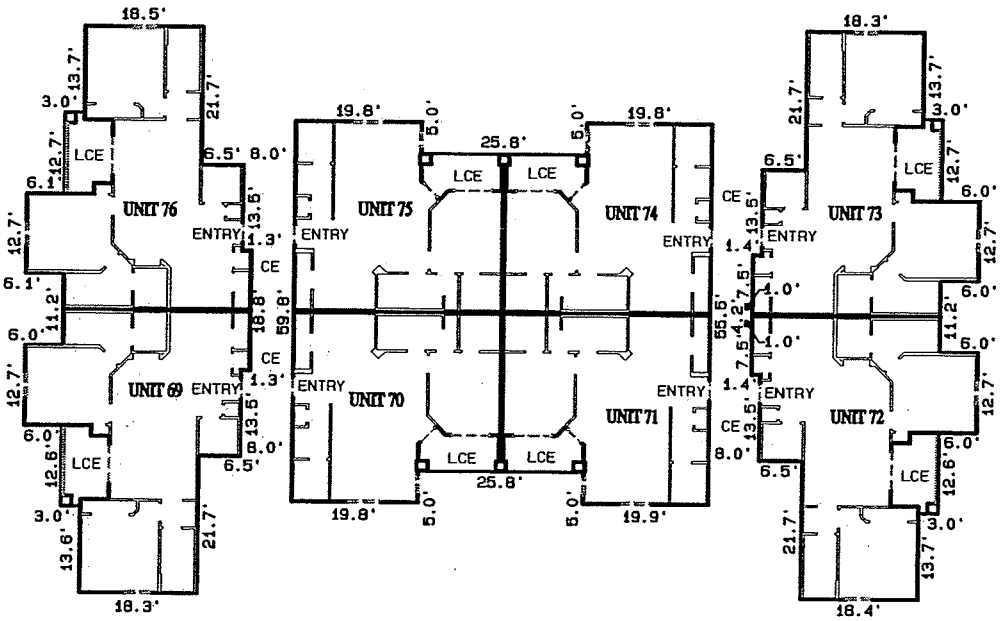
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 7588 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 624 SQ. FT. |
| BREEZEWAY AREA | 1270 SQ. FT. |
| GROSS AREA | 9482 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 22 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B3CD.PRO | |
| SCALE: 1" = 30' | SHEET 10 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING THREE
## SECOND FLOOR

**LEGEND**

CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=30'

0 30 60 90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**BUILDING THREE – SECOND FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

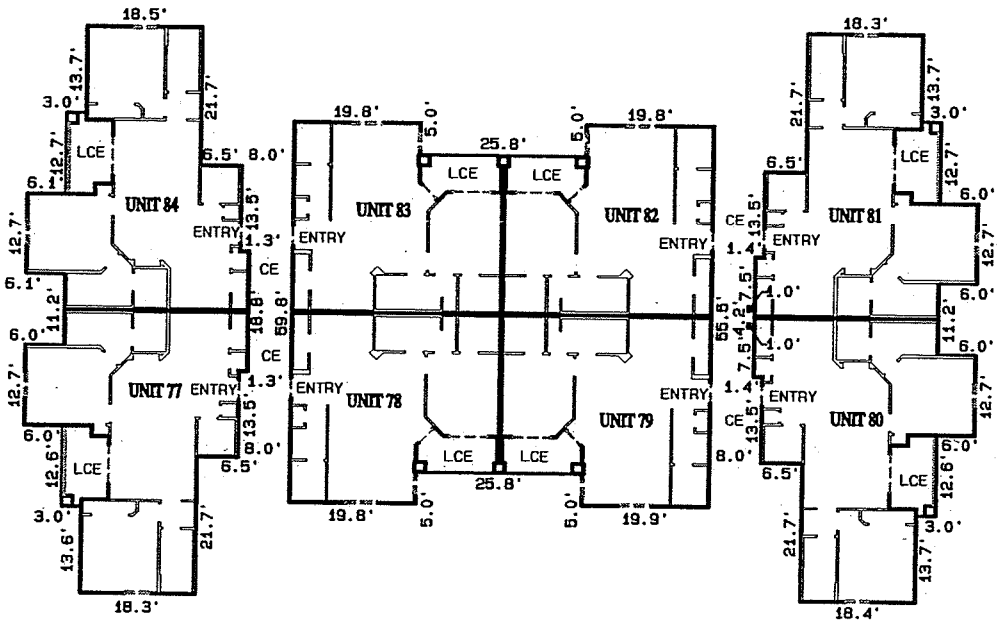
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 7588 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 624 SQ. FT. |
| BREEZEWAY AREA | 1270 SQ. FT. |
| GROSS AREA | 9482 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 22 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B3CD.PRO | |
| SCALE: 1" = 30' | SHEET 11 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING THREE
## THIRD FLOOR

**LEGEND**

CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=30'

0 30 60 90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**BUILDING THREE – THIRD FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 7588 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 624 SQ. FT. |
| BREEZEWAY AREA | 1270 SQ. FT. |
| GROSS AREA | 9482 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 22 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B3CD.PRO | |
| SCALE: 1" = 30' | SHEET 12 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
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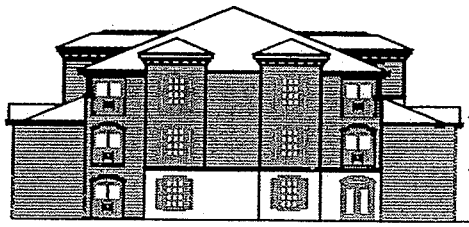
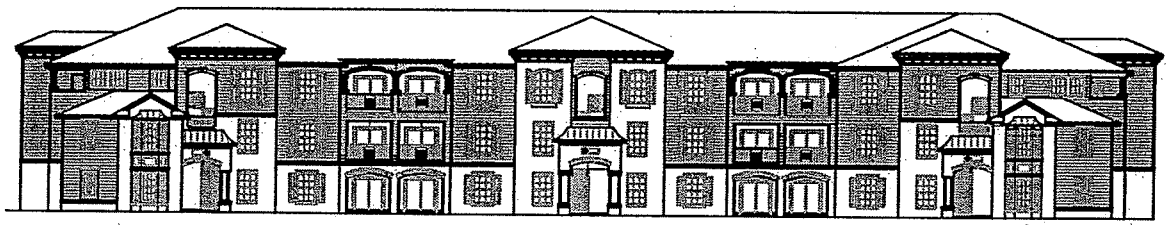


THIRD FLOOR = 53.86

SECOND FLOOR = 43.03

FIRST FLOOR = 32.20

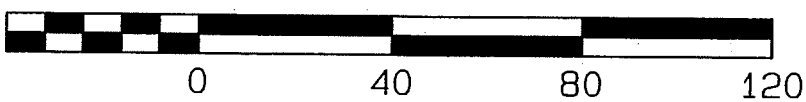
**SIDE VIEW**



**FRONT VIEW**

# BUILDING FOUR ELEVATION

GRAPHIC SCALE 1"=40'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING FOUR – ELEVATION**
FOR
**COURTNEY PALMS CONDOMINIUM**

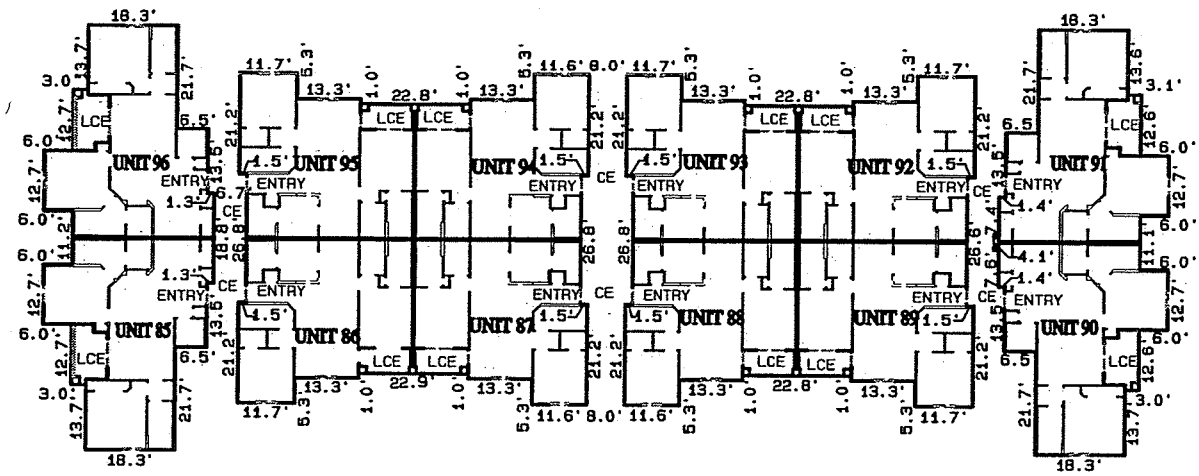
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 36712 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 1636 SQ. FT. |
| BREEZEWAY AREA | 5499 SQ. FT. |
| GROSS AREA | 43847 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: AWH | CADD: AWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B4CD.PRO | |
| SCALE: 1" = 40' | SHEET 13 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING FOUR
## FIRST FLOOR

**LEGEND**

CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120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**BUILDING FOUR – FIRST FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

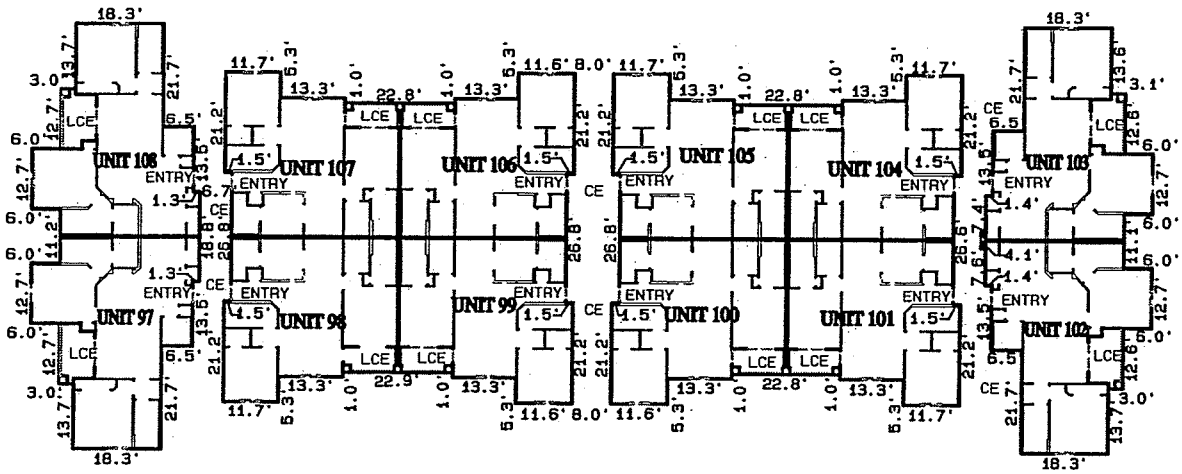
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 12504 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 532 SQ. FT. |
| BREEZEWAY AREA | 1959 SQ. FT. |
| GROSS AREA | 14995 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 22 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B4CD.PRO | |
| SCALE: 1" = 40' | SHEET 14 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING FOUR
## SECOND FLOOR

### LEGEND

CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120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E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING FOUR – SECOND FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

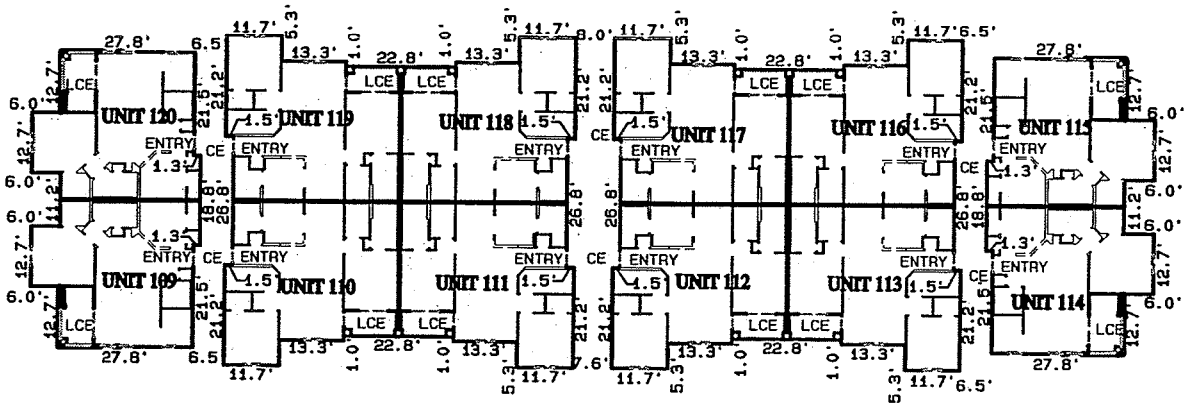
### AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 12504 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 532 SQ. FT. |
| BREEZEWAY AREA | 1959 SQ. FT. |
| GROSS AREA | 14995 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 22 FEB 2005 | |
| MANAGER: RWH | CAOD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B4CD.PRO | |
| SCALE: 1" = 40' | SHEET 15 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

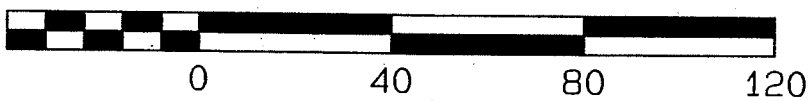



## BUILDING FOUR
## THIRD FLOOR

### LEGEND

CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=40'





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**BUILDING FOUR – THIRD FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

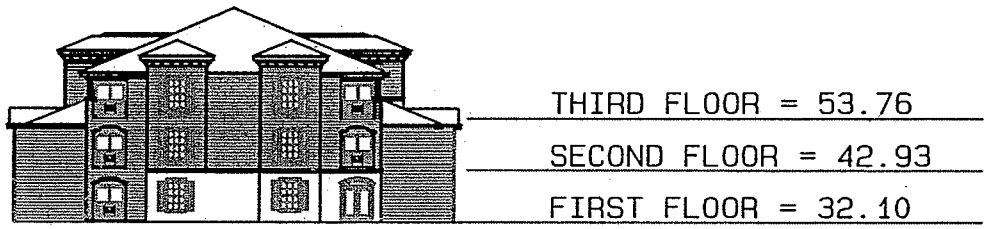
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 11704 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 572 SQ. FT. |
| BREEZEWAY AREA | 1765 SQ. FT. |
| GROSS AREA | 14041 SQ. FT. |

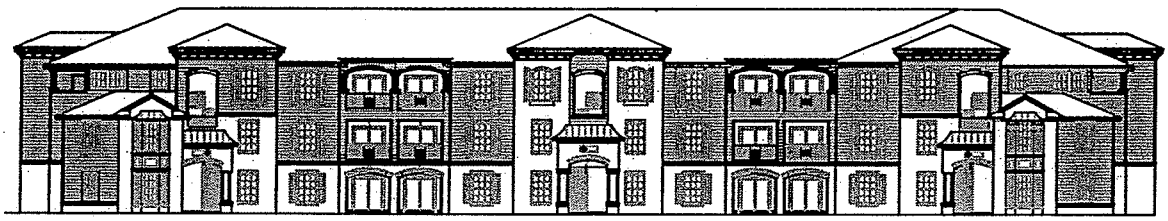
| | |
|---|---|
| DATE OF DRAWING: 22 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B4CD.PRO | |
| SCALE: 1" = 40' | SHEET 16 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



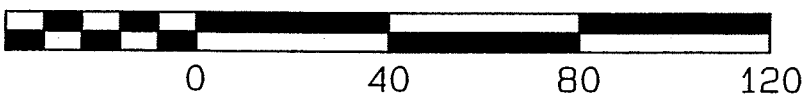

**SIDE VIEW**



**FRONT VIEW**

## BUILDING FIVE
## ELEVATION

GRAPHIC SCALE 1"=40'





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**BUILDING FIVE – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

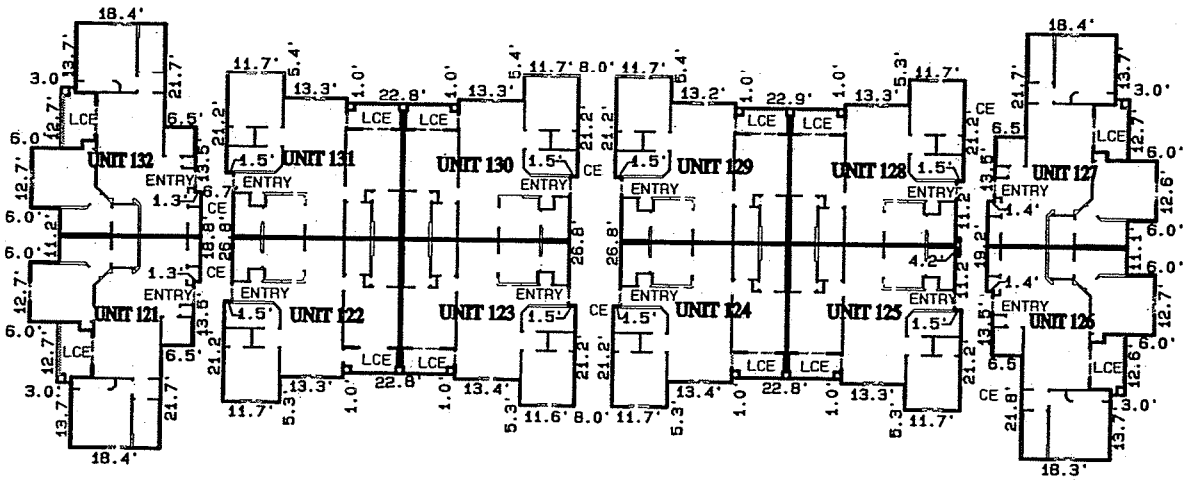
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 36712 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 1636 SQ. FT. |
| BREEZEWAY AREA | 5499 SQ. FT. |
| GROSS AREA | 43847 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B4CD.PRO | |
| SCALE: 1" = 40' | SHEET 17 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING FIVE
## FIRST FLOOR

**LEGEND**

CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120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**BUILDING FIVE – FIRST FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

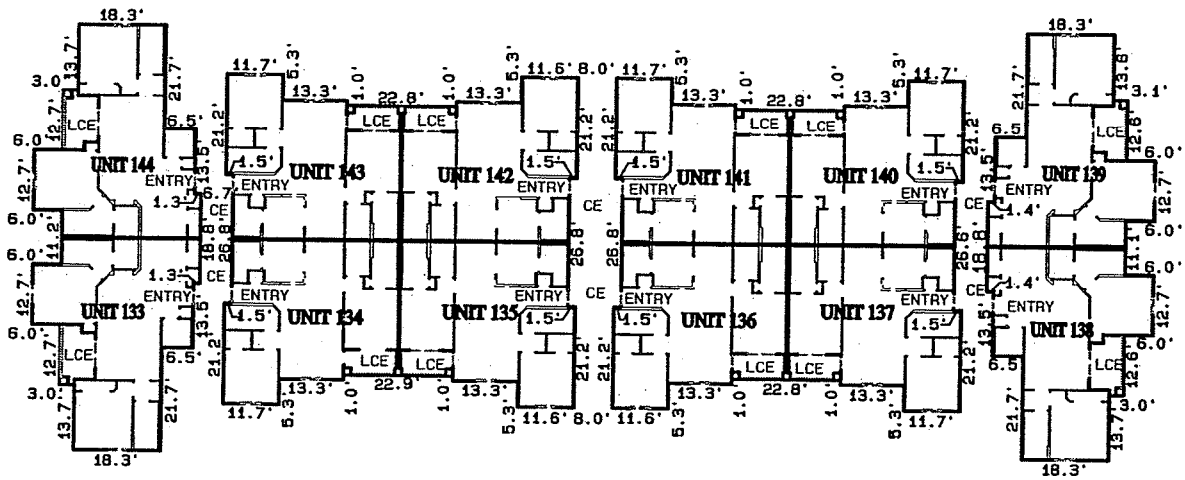
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 12504 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 532 SQ. FT. |
| BREEZEWAY AREA | 1959 SQ. FT. |
| GROSS AREA | 14995 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 22 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B4CD.PRO | |
| SCALE: 1" = 40' | SHEET 18 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING FIVE
## SECOND FLOOR

### LEGEND

CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120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**BUILDING FIVE – SECOND FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

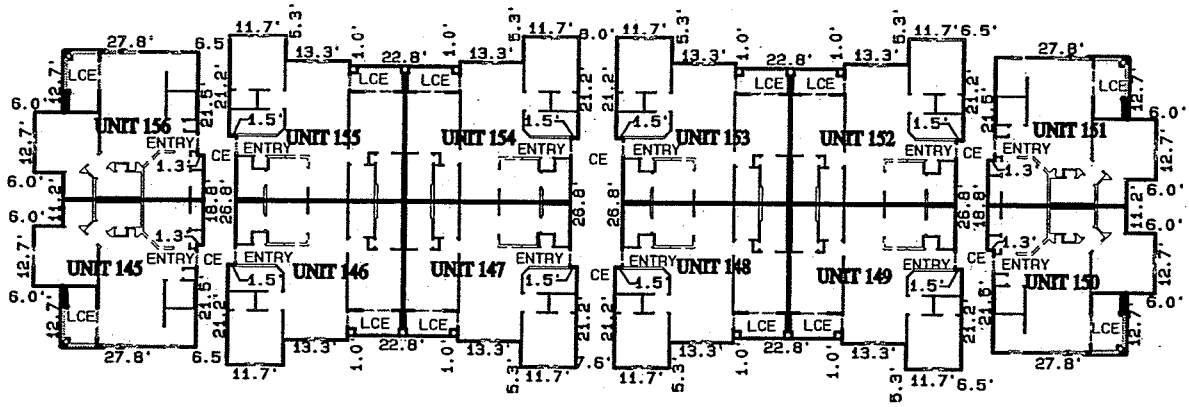
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 12504 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 532 SQ. FT. |
| BREEZEWAY AREA | 1959 SQ. FT. |
| GROSS AREA | 14995 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 22 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B4CD.PRO | |
| SCALE: 1" = 40' | SHEET 19 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING FIVE
## THIRD FLOOR

### LEGEND

CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120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**BUILDING FIVE – THIRD FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

### AREA CALCULATIONS:

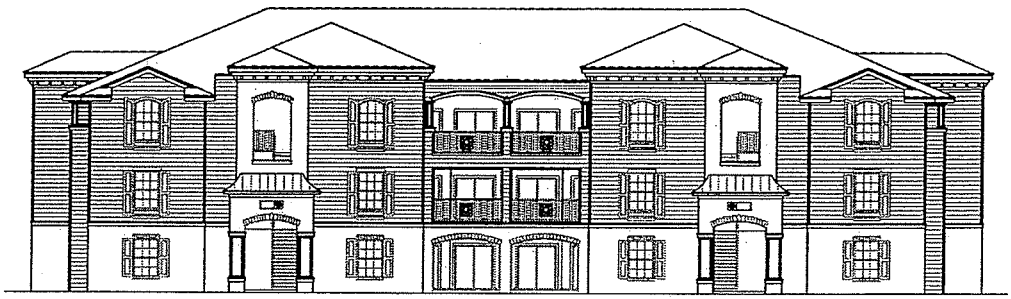
| | |
|---|---|
| AIR CONDITIONED AREA | 11704 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 572 SQ. FT. |
| BREEZEWAY AREA | 1765 SQ. FT. |
| GROSS AREA | 14041 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 22 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B4CD.PRO | |
| SCALE: 1" = 40' | SHEET 20 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

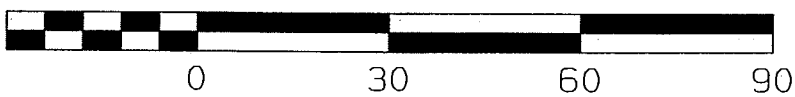
## SIDE VIEW



## FRONT VIEW

## BUILDING SIX
## ELEVATION

GRAPHIC SCALE 1"=30'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING SIX – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

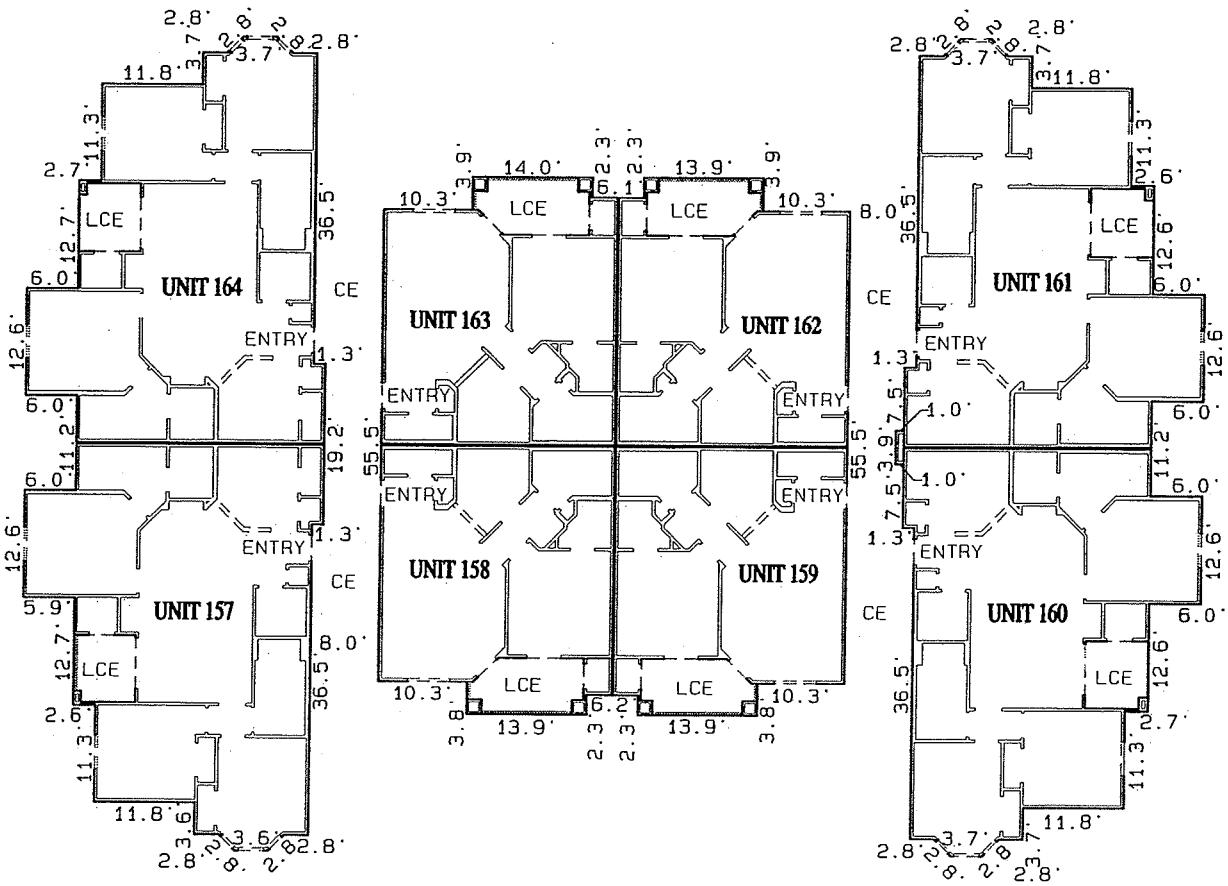
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 21636 SQ. FT. |
| STORAGE AREA | 172 SQ. FT. |
| PORCH AREA | 1908 SQ. FT. |
| BREEZEWAY AREA | 3396 SQ. FT. |
| GROSS AREA | 27112 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B6CD.PRO | |
| SCALE: 1" = 30' | SHEET 21 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

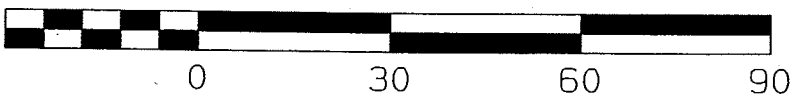



## BUILDING SIX
## FIRST FLOOR

**LEGEND**

L.C.E. LIMITED COMMON ELEMENT
C.E. COMMON ELEMENT

GRAPHIC SCALE 1"=30'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING SIX – FIRST FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

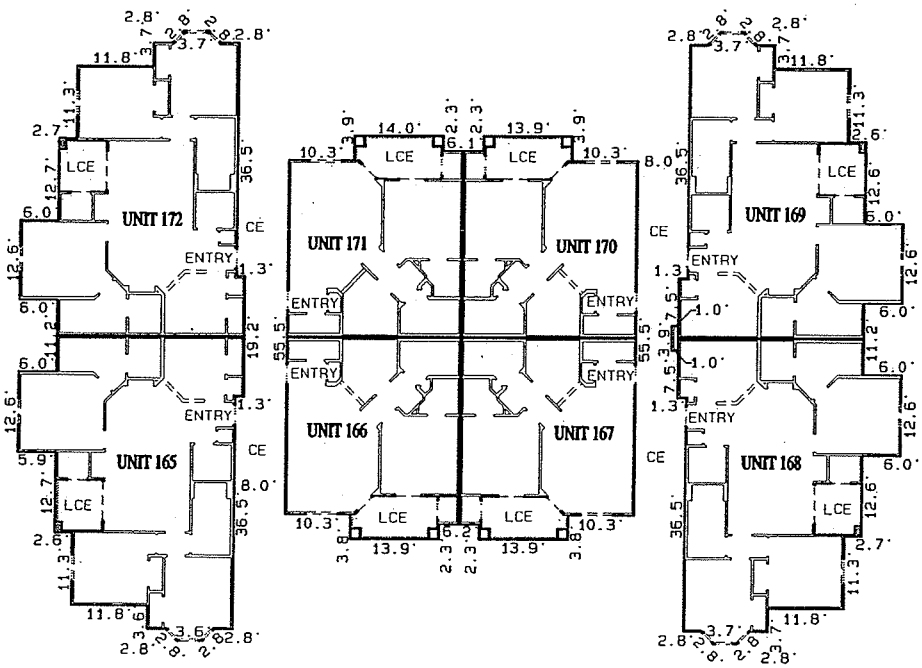
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 7672 SQ. FT. |
| STORAGE AREA | 88 SQ. FT. |
| PORCH AREA | 592 SQ. FT. |
| BREEZEWAY AREA | 1124 SQ. FT. |
| GROSS AREA | 9476 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B6CD.PRO | |
| SCALE: 1" = 30' | SHEET 22 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




**LEGEND**

L.C.E. LIMITED COMMON ELEMENT
C.E. COMMON ELEMENT

## BUILDING SIX
## SECOND FLOOR

GRAPHIC SCALE 1"=30'

0 30 60 90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**BUILDING SIX – SECOND FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

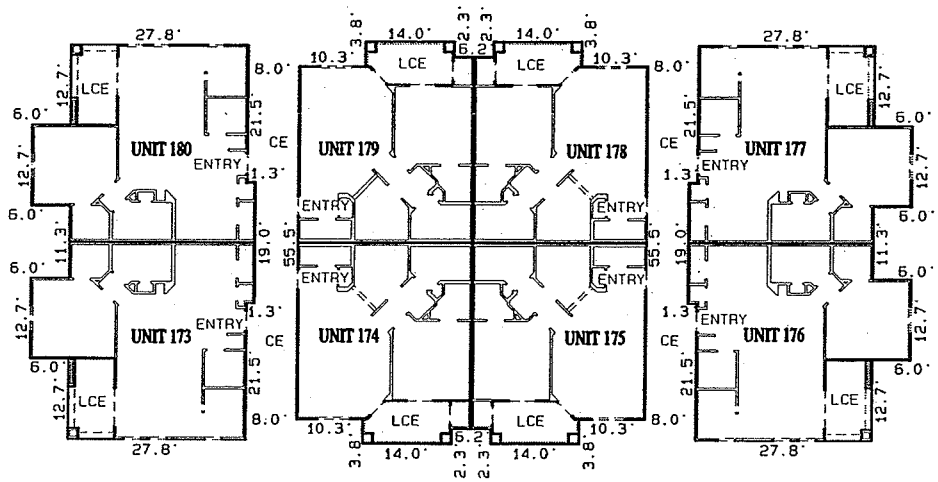
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 7672 SQ. FT. |
| STORAGE AREA | 88 SQ. FT. |
| PORCH AREA | 592 SQ. FT. |
| BREEZEWAY AREA | 1124 SQ. FT. |
| GROSS AREA | 9476 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B6CD.PRO | |
| SCALE: 1" = 30' | SHEET 23 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

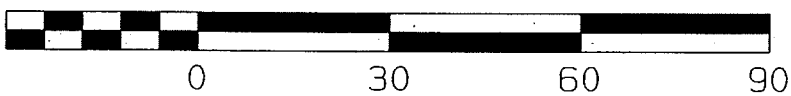



## BUILDING SIX
## THIRD FLOOR

**LEGEND**

L.C.E. LIMITED COMMON ELEMENT
C.E. COMMON ELEMENT

GRAPHIC SCALE 1"=30'





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**BUILDING SIX – THIRD FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

**AREA CALCULATIONS:**

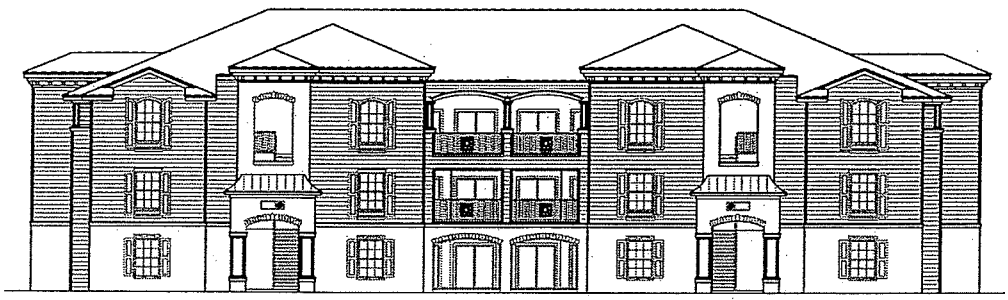
| | |
|---|---|
| AIR CONDITIONED AREA | 6292 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 724 SQ. FT. |
| BREEZEWAY AREA | 1148 SQ. FT. |
| GROSS AREA | 8164 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B6CD.PRO | |
| SCALE: 1" = 30' | SHEET 24 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

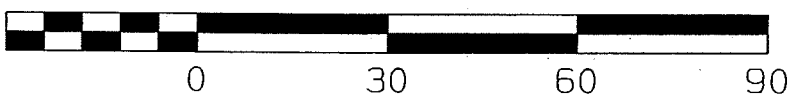
## SIDE VIEW



## FRONT VIEW

## BUILDING SEVEN ELEVATION

GRAPHIC SCALE 1"=30'





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**BUILDING SEVEN – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

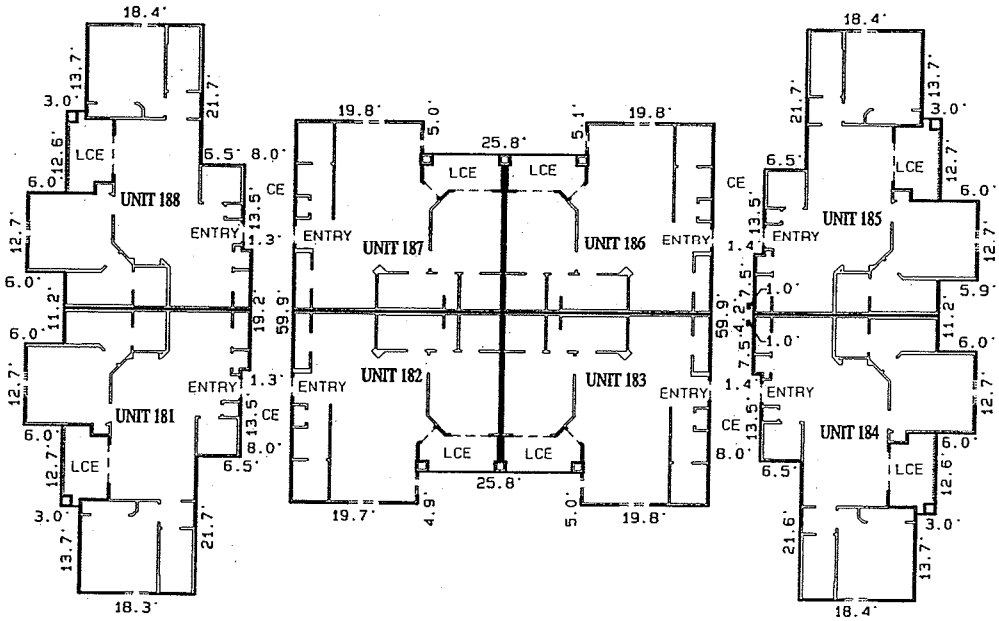
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 22764 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 1872 SQ. FT. |
| BREEZEWAY AREA | 3810 SQ. FT. |
| GROSS AREA | 28446 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B7CD.PRO | |
| SCALE: 1" = 30' | SHEET 25 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING SEVEN
## FIRST FLOOR

### LEGEND

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=30'

0 30 60 90


LEADING EDGE LAND SERVICES INCORPORATED
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**BUILDING SEVEN – FIRST FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

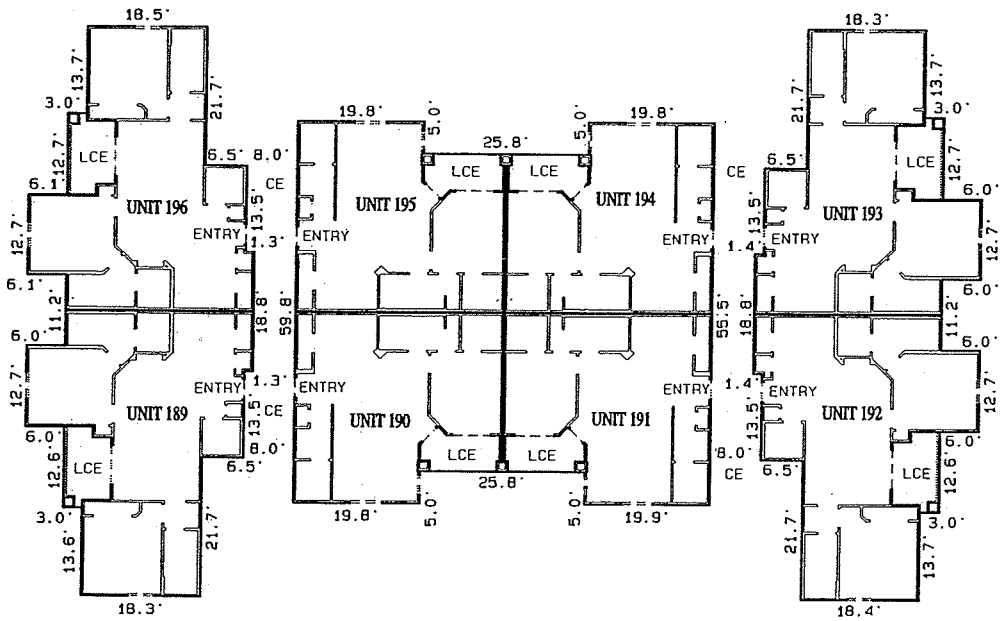
### AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 7588 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 624 SQ. FT. |
| BREEZEWAY AREA | 1270 SQ. FT. |
| GROSS AREA | 9482 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230500187CD.PRO | |
| SCALE: 1" = 30' | SHEET 26 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING SEVEN
## SECOND FLOOR

**LEGEND**

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=30'

0 30 60 90


LEADING EDGE LAND SERVICES INCORPORATED
6750 FORUM DRIVE
SUITE 310
ORLANDO, FLORIDA 32821
PHONE: (407) 351-6730
FAX: (407) 351-9691
E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING SEVEN – SECOND FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

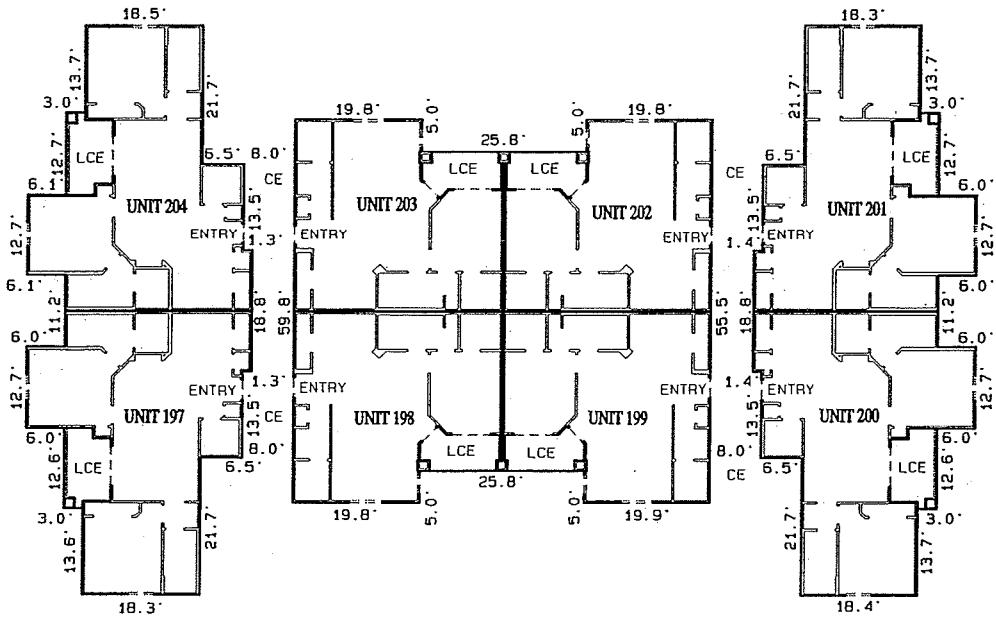
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 7588 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 624 SQ. FT. |
| BREEZEWAY AREA | 1270 SQ. FT. |
| GROSS AREA | 9482 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B7CD.PRO | |
| SCALE: 1" = 30' | SHEET 27 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING SEVEN
## THIRD FLOOR

### LEGEND

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=30'

0 30 60 90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**BUILDING SEVEN – THIRD FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

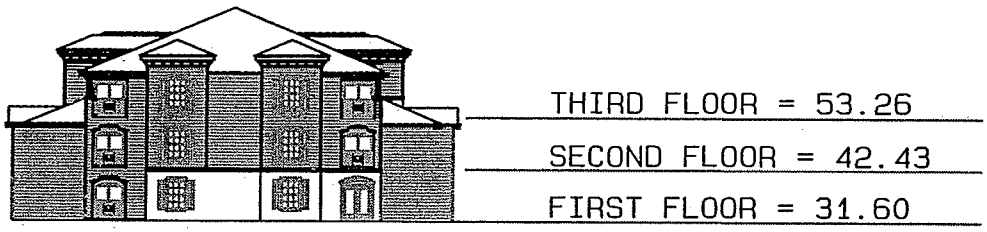
### AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 7588 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 624 SQ. FT. |
| BREEZEWAY AREA | 1270 SQ. FT. |
| GROSS AREA | 9482 SQ. FT. |

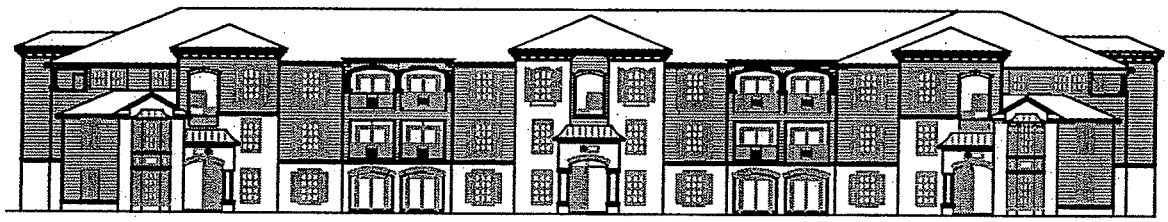
| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B7CD.PRO | |
| SCALE: 1" = 30' | SHEET 28 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



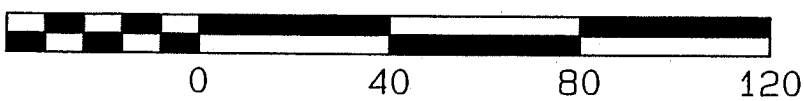

**SIDE VIEW**



**FRONT VIEW**

## BUILDING EIGHT
## ELEVATION

GRAPHIC SCALE 1"=40'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING EIGHT – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

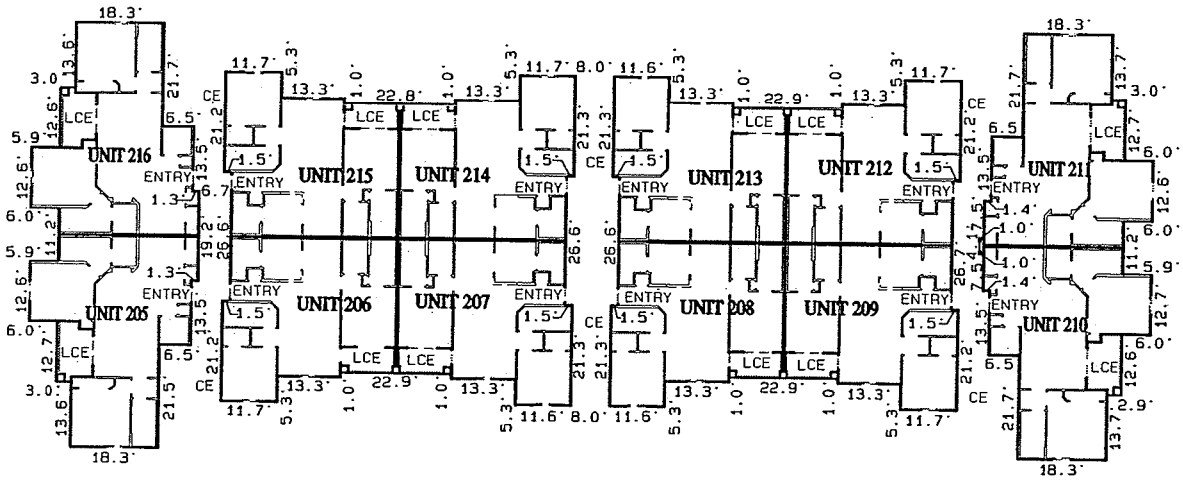
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 36712 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 1636 SQ. FT. |
| BREEZEWAY AREA | 5499 SQ. FT. |
| GROSS AREA | 43847 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001BBCD.PRO | |
| SCALE: 1" = 40' | SHEET 29 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING EIGHT
## FIRST FLOOR

### LEGEND

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120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FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING EIGHT – FIRST FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

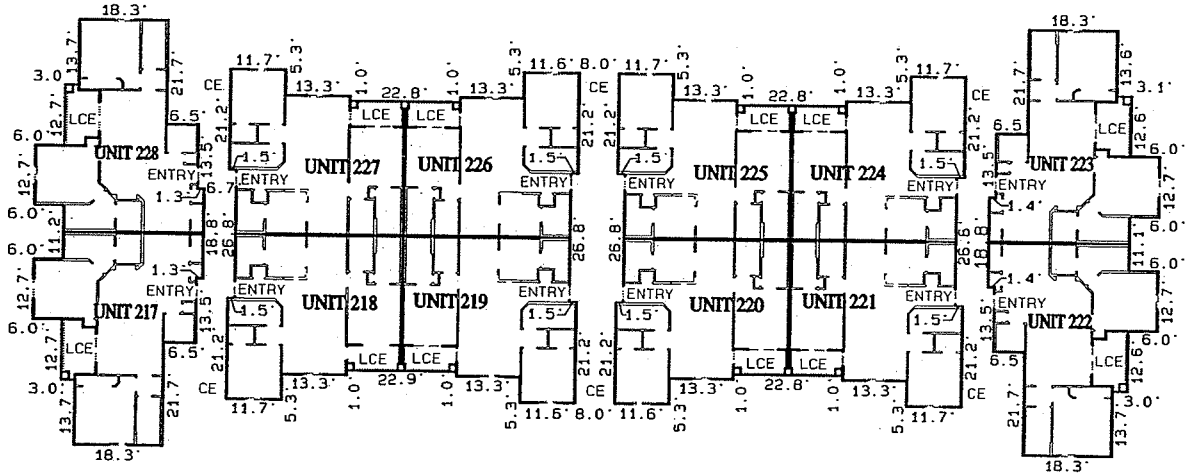
### AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 12504 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 532 SQ. FT. |
| BREEZEWAY AREA | 1959 SQ. FT. |
| GROSS AREA | 14995 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B8CD.PRO | |
| SCALE: 1" = 40' | SHEET 30 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING EIGHT
## SECOND FLOOR

### LEGEND

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120


LEADING EDGE LAND SERVICES INCORPORATED
6750 FORUM DRIVE
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**BUILDING EIGHT – SECOND FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

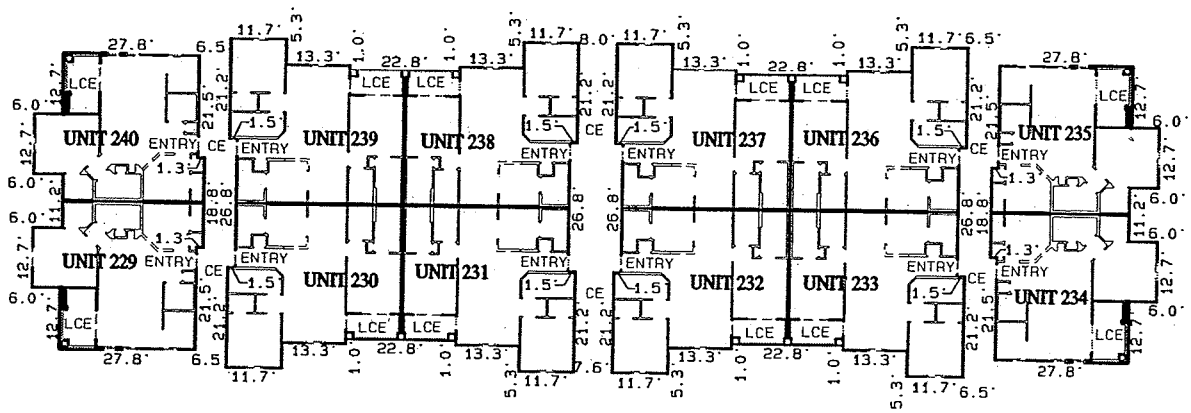
### AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 12504 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 532 SQ. FT. |
| BREEZEWAY AREA | 1959 SQ. FT. |
| GROSS AREA | 14995 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B8CD.PRO | |
| SCALE: 1" = 40' | SHEET 31 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING EIGHT
## THIRD FLOOR

### LEGEND

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120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**BUILDING EIGHT – THIRD FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

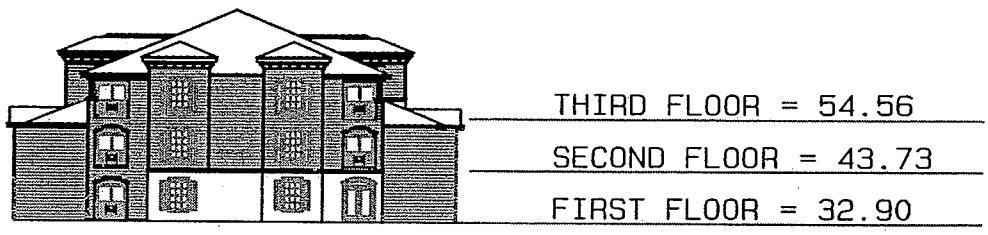
### AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIDNED AREA | 11704 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 572 SQ. FT. |
| BREEZEWAY AREA | 1765 SQ. FT. |
| GROSS AREA | 14041 SQ. FT. |

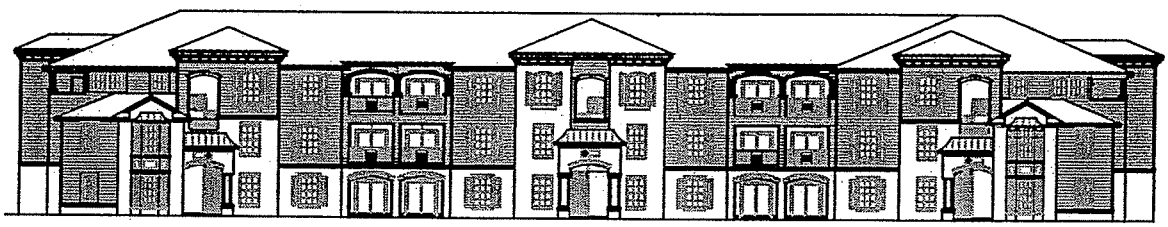
| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001BBCD.PRO | |
| SCALE: 1" = 40' | SHEET 32 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



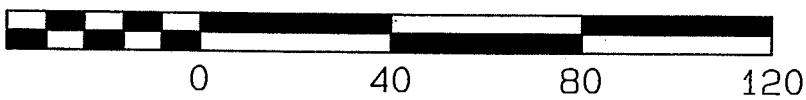

**SIDE VIEW**



**FRONT VIEW**

# BUILDING NINE
# ELEVATION

GRAPHIC SCALE 1"=40'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING NINE – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

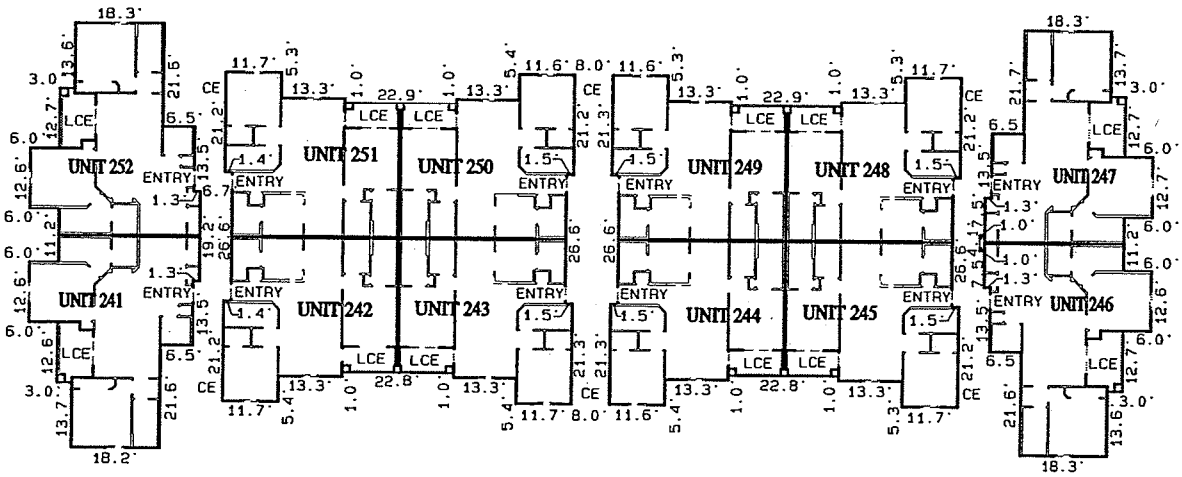
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 36712 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 1636 SQ. FT. |
| BREEZEWAY AREA | 5499 SQ. FT. |
| GROSS AREA | 43847 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B9CD.PRO | |
| SCALE: 1" = 40' | SHEET 33 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING NINE
## FIRST FLOOR

### LEGEND

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120


LEADING EDGE LAND SERVICES INCORPORATED
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FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING NINE – FIRST FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

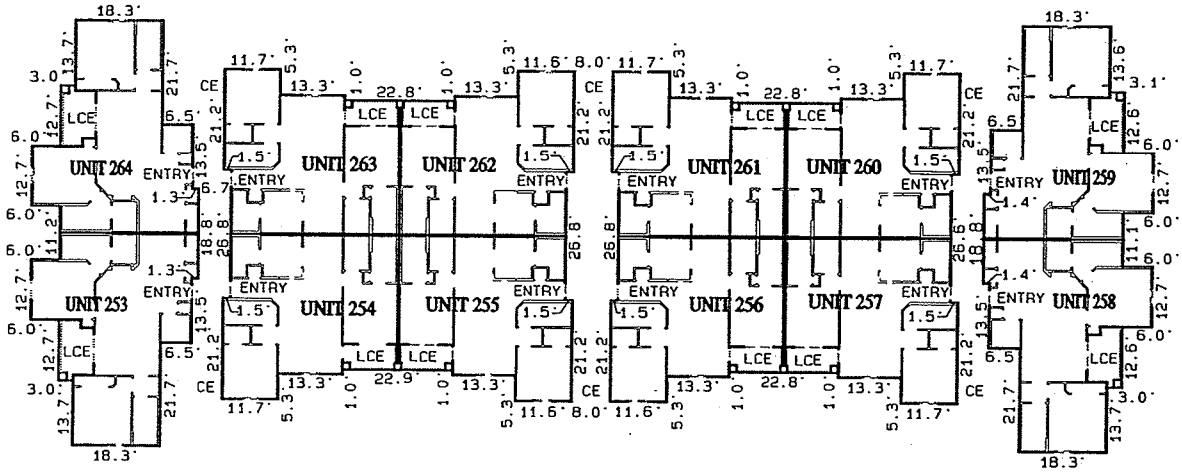
### AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 12504 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 532 SQ. FT. |
| BREEZEWAY AREA | 1959 SQ. FT. |
| GROSS AREA | 14995 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B9CD.PRO | |
| SCALE: 1" = 40' | SHEET 34 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING NINE
## SECOND FLOOR

### LEGEND

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120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**BUILDING NINE – SECOND FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 12504 SQ. FT. |
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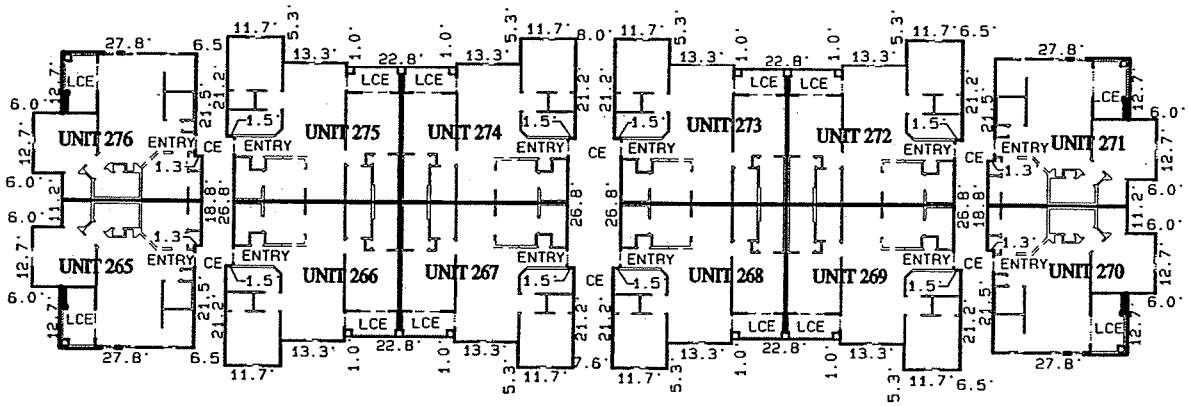
| PORCH AREA | 532 SQ. FT. |
| BREEZEWAY AREA | 1959 SQ. FT. |
| GROSS AREA | 14995 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B9CD.PRO | |
| SCALE: 1" = 40' | SHEET 35 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING NINE
## THIRD FLOOR

### LEGEND

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120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**BUILDING NINE – THIRD FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

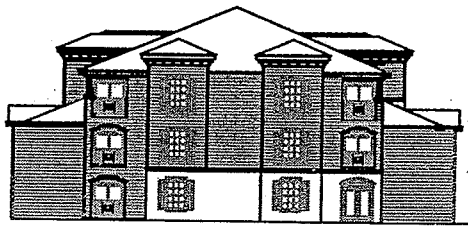
### AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 11704 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 572 SQ. FT. |
| BREEZEWAY AREA | 1765 SQ. FT. |
| GROSS AREA | 14041 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B9CD.PRO | |
| SCALE: 1" = 40' | SHEET 36 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

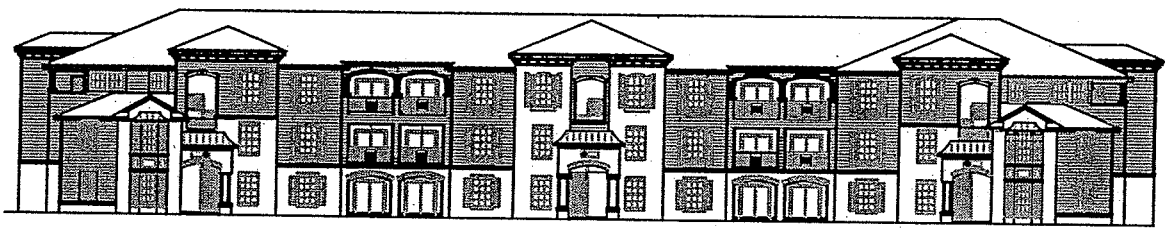


THIRD FLOOR = 53.36

SECOND FLOOR = 42.53

FIRST FLOOR = 31.70

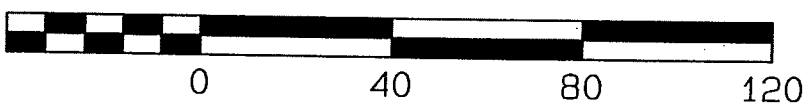
**SIDE VIEW**



**FRONT VIEW**

# BUILDING TEN
# ELEVATION

GRAPHIC SCALE 1"=40'





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E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING TEN – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

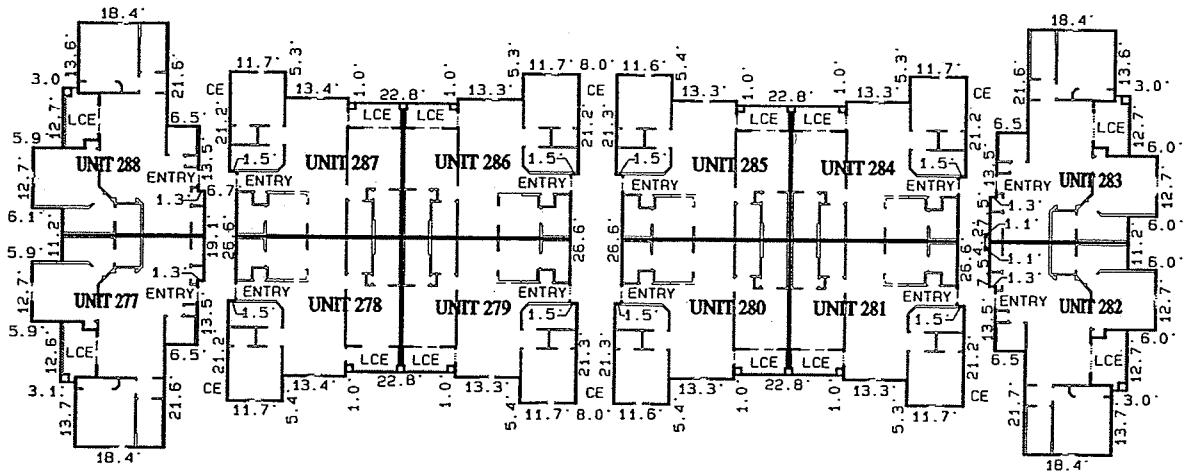
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 36712 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 1636 SQ. FT. |
| BREEZEWAY AREA | 5499 SQ. FT. |
| GROSS AREA | 43847 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B10CD.PRO | |
| SCALE: 1" = 40' | SHEET 37 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING TEN
## FIRST FLOOR

### LEGEND

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120


LEADING EDGE LAND SERVICES INCORPORATED
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FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING TEN – FIRST FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

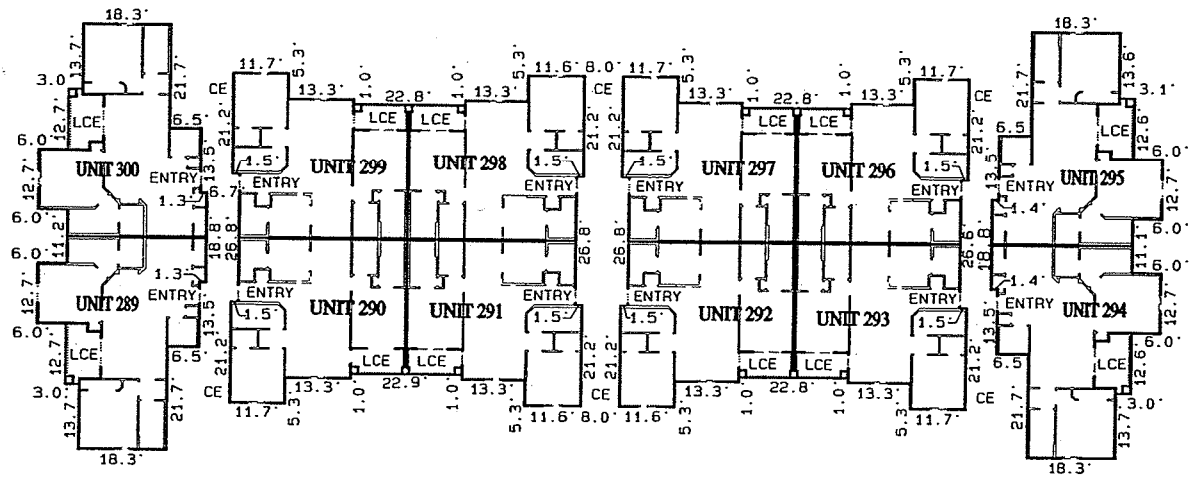
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 12504 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 532 SQ. FT. |
| BREEZEWAY AREA | 1959 SQ. FT. |
| GROSS AREA | 14995 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 23 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B10CD.PRO | |
| SCALE: 1" = 40' | SHEET 38 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING TEN
## SECOND FLOOR

### LEGEND

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120


LEADING EDGE LAND SERVICES INCORPORATED
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FAX: (407) 351-9691
E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846


**BUILDING TEN – SECOND FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

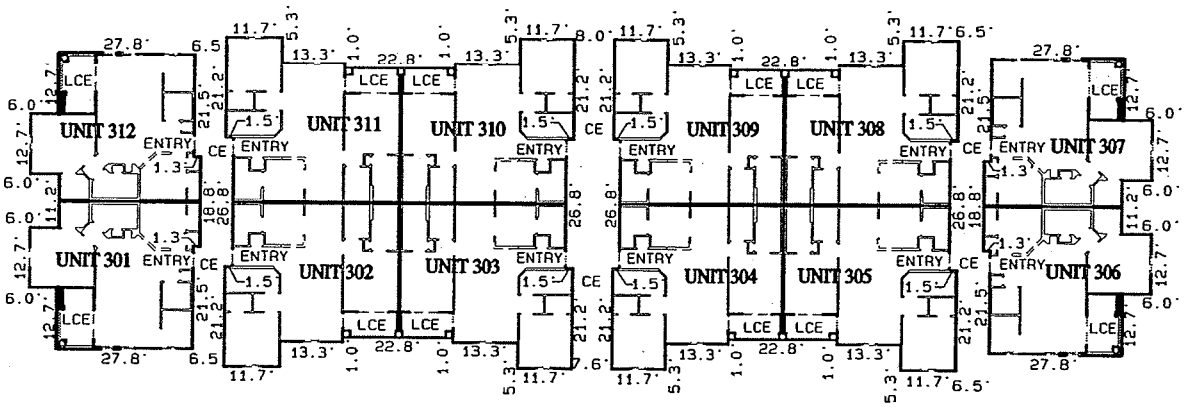
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 12504 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 532 SQ. FT. |
| BREEZEWAY AREA | 1959 SQ. FT. |
| GROSS AREA | 14995 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B10CD.PRO | |
| SCALE: 1" = 40' | SHEET 39 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING TEN
## THIRD FLOOR

### LEGEND

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=40'

0 40 80 120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**BUILDING TEN – THIRD FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

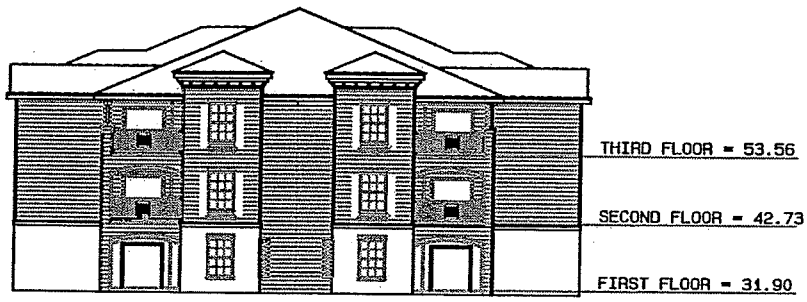
### AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 11704 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 572 SQ. FT. |
| BREEZEWAY AREA | 1765 SQ. FT. |
| GROSS AREA | 14041 SQ. FT. |

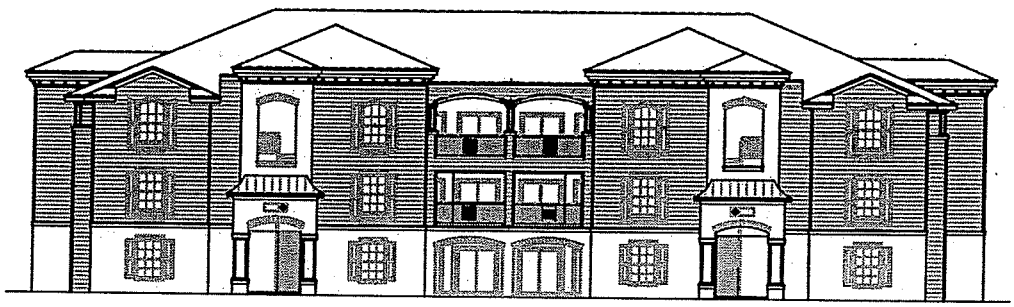
| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B10CD.PRO | |
| SCALE: 1" = 40' | SHEET 40 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



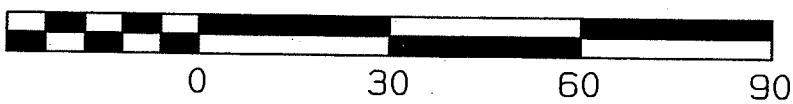

## SIDE VIEW



## FRONT VIEW

## BUILDING ELEVEN ELEVATION

GRAPHIC SCALE 1"=30'





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**BUILDING ELEVEN – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

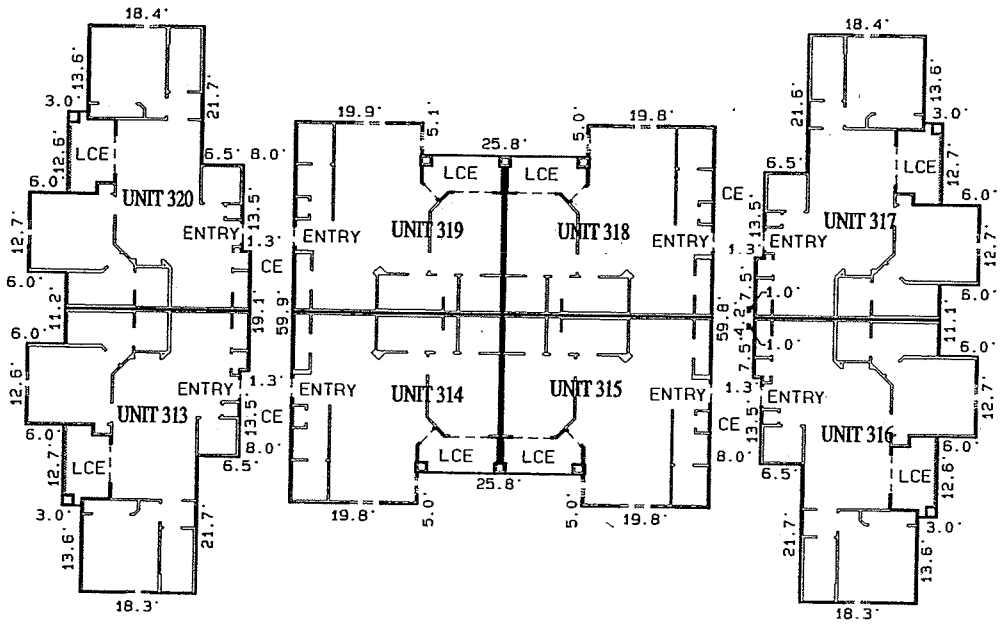
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 22764 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 1872 SQ. FT. |
| BREEZEWAY AREA | 3810 SQ. FT. |
| GROSS AREA | 28446 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B11CD.PRO | |
| SCALE: 1" = 30' | SHEET 41 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING ELEVEN
## FIRST FLOOR

### LEGEND

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=30'

0 30 60 90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**BUILDING ELEVEN – FIRST FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

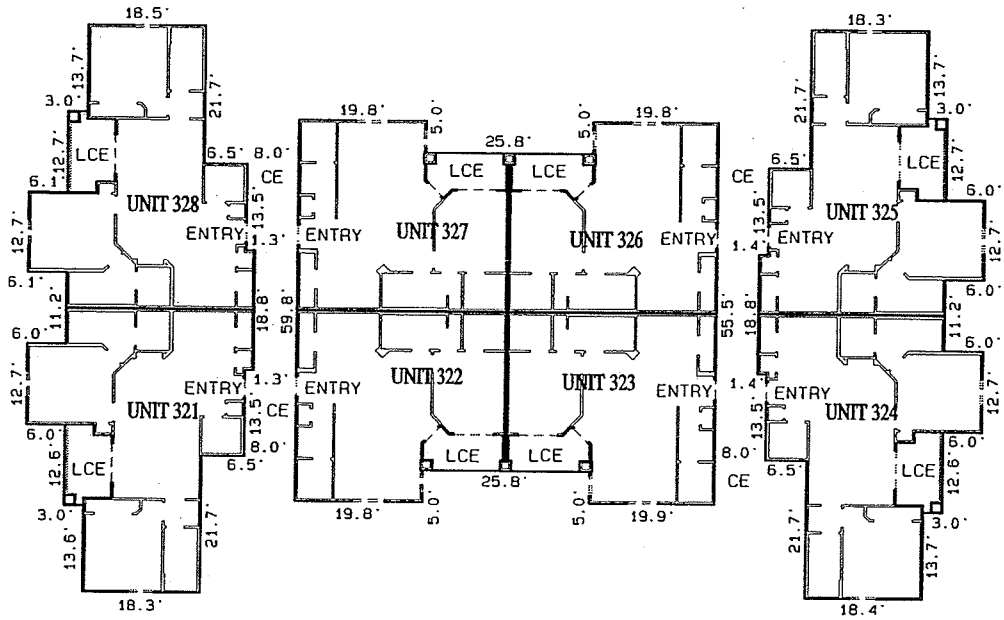
### AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 7588 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 624 SQ. FT. |
| BREEZEWAY AREA | 1270 SQ. FT. |
| GROSS AREA | 9482 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B11CD.PRC | |
| SCALE: 1" = 30' | SHEET 42 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING ELEVEN
## SECOND FLOOR

**LEGEND**

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=30'

0 30 60 90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**BUILDING ELEVEN – SECOND FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

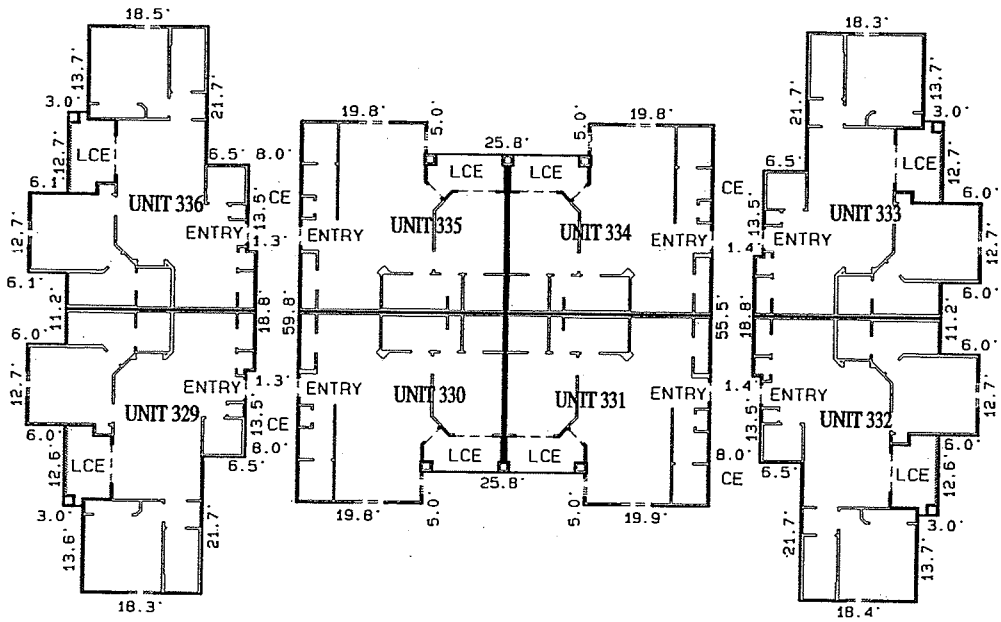
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 7588 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 624 SQ. FT. |
| BREEZEWAY AREA | 1270 SQ. FT. |
| GROSS AREA | 9482 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B11CO.PRO | |
| SCALE: 1" = 30' | SHEET 43 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## BUILDING ELEVEN
## THIRD FLOOR

**LEGEND**

LCE LIMITED COMMON ELEMENT
CE COMMON ELEMENT

GRAPHIC SCALE 1"=30'

0 30 60 90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**BUILDING ELEVEN – THIRD FLOOR**
OF
**COURTNEY PALMS CONDOMINIUM**

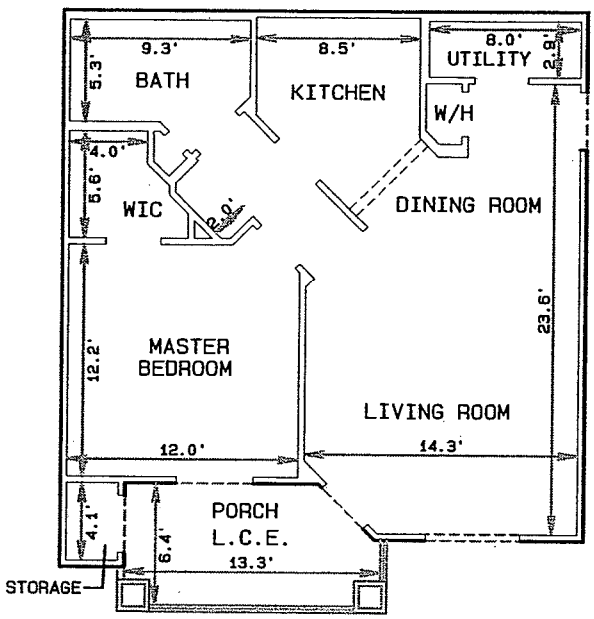
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 7588 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| PORCH AREA | 624 SQ. FT. |
| BREEZEWAY AREA | 1270 SQ. FT. |
| GROSS AREA | 9482 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B11CD.PRO | |
| SCALE: 1" = 30' | SHEET 44 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## TYPE A.1 UNITS

UNIT 27
UNIT 29
UNIT 33
UNIT 35
UNIT 39
UNIT 41
UNIT 45
UNIT 47
UNIT 51
UNIT 53
UNIT 57
UNIT 59
UNIT 159
UNIT 163
UNIT 167
UNIT 171
UNIT 175
UNIT 179

## LEGEND

| | |
|---|---|
| WIC | WALK IN CLOSET |
| CL. | CLOSET |
| W/H | WATER HEATER & AIR CONDITIONING UNIT |
| L.C.E. | LIMITED COMMON ELEMENT |

GRAPHIC SCALE 1"=10'

0 10 20 30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FLORIDA LICENSED BUSINESS NUMBER LB 6846


## UNIT TYPE A.1
OF
## COURTNEY PALMS CONDOMINIUM

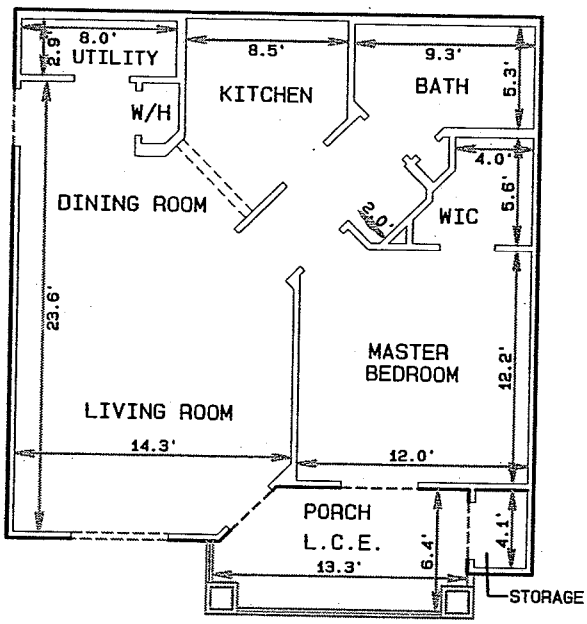
## AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 717 SQ. FT. |
| STORAGE AREA | 13 SQ. FT. |
| GROSS AREA | 730 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B2CD.PRO | |
| SCALE: 1" = 10' | SHEET 45 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



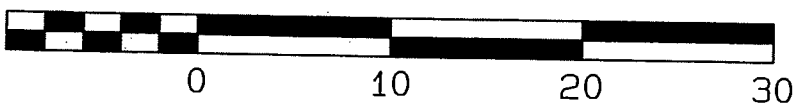

## TYPE A.1 REVERSE UNITS

UNIT 26
UNIT 28
UNIT 32
UNIT 34
UNIT 38
UNIT 40
UNIT 44
UNIT 46
UNIT 50
UNIT 52
UNIT 56
UNIT 58
UNIT 158
UNIT 162
UNIT 166
UNIT 170
UNIT 174
UNIT 178

## LEGEND

| | |
|---|---|
| WIC | WALK IN CLOSET |
| CL. | CLOSET |
| W/H | WATER HEATER & AIR CONDITIONING UNIT |
| L.C.E. | LIMITED COMMON ELEMENT |

GRAPHIC SCALE 1"=10'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846

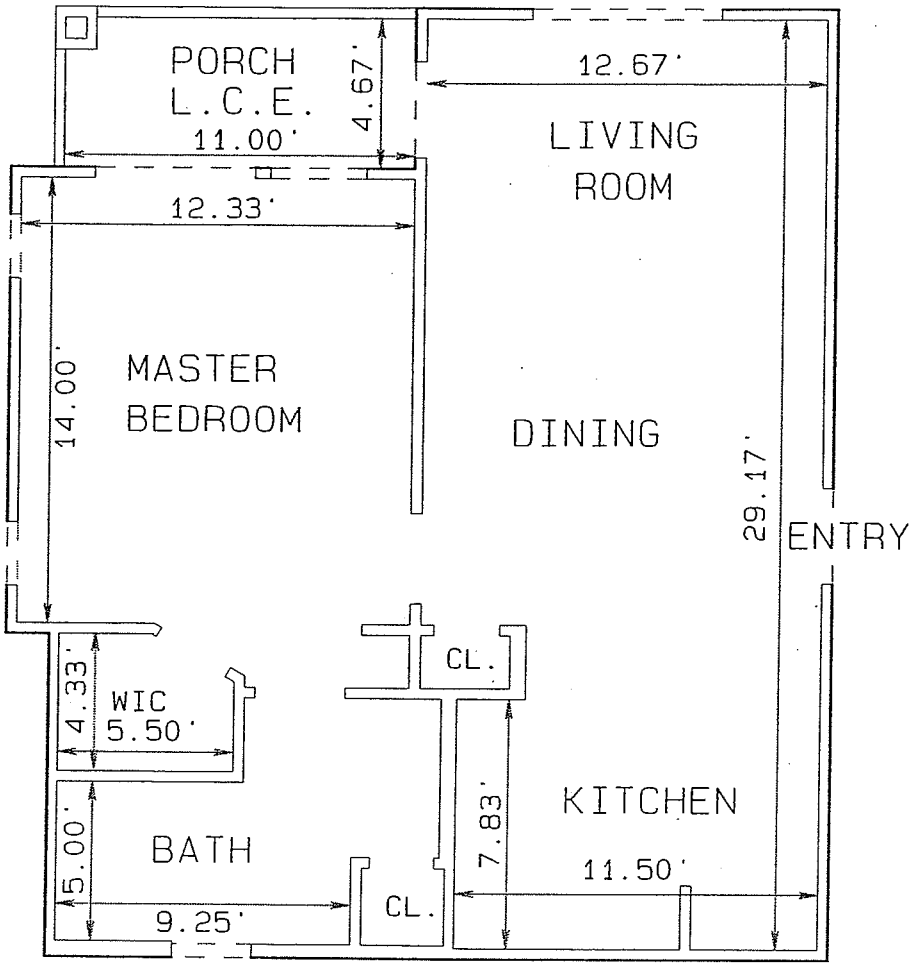

## UNIT TYPE A.1 REVERSE
OF
## COURTNEY PALMS CONDOMINIUM
## AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 717 SQ. FT. |
| STORAGE AREA | 13 SQ. FT. |
| GROSS AREA | 730 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B2CD.PRO | |
| SCALE: 1" = 10' | SHEET 46 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




**TYPE A.3 UNITS**

UNIT 337
UNIT 339
UNIT 341
UNIT 343
UNIT 345
UNIT 347
UNIT 349
UNIT 351
UNIT 353

**LEGEND**

CL. = CLOSET
WIC = WALK IN CLOSET
L.C.E. = LIMITED COMMON ELEMENT

GRAPHIC SCALE 1" = 6'

0 6 12 18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**UNIT TYPE A.3**
OF
**COURTNEY PALMS CONDOMINIUM**

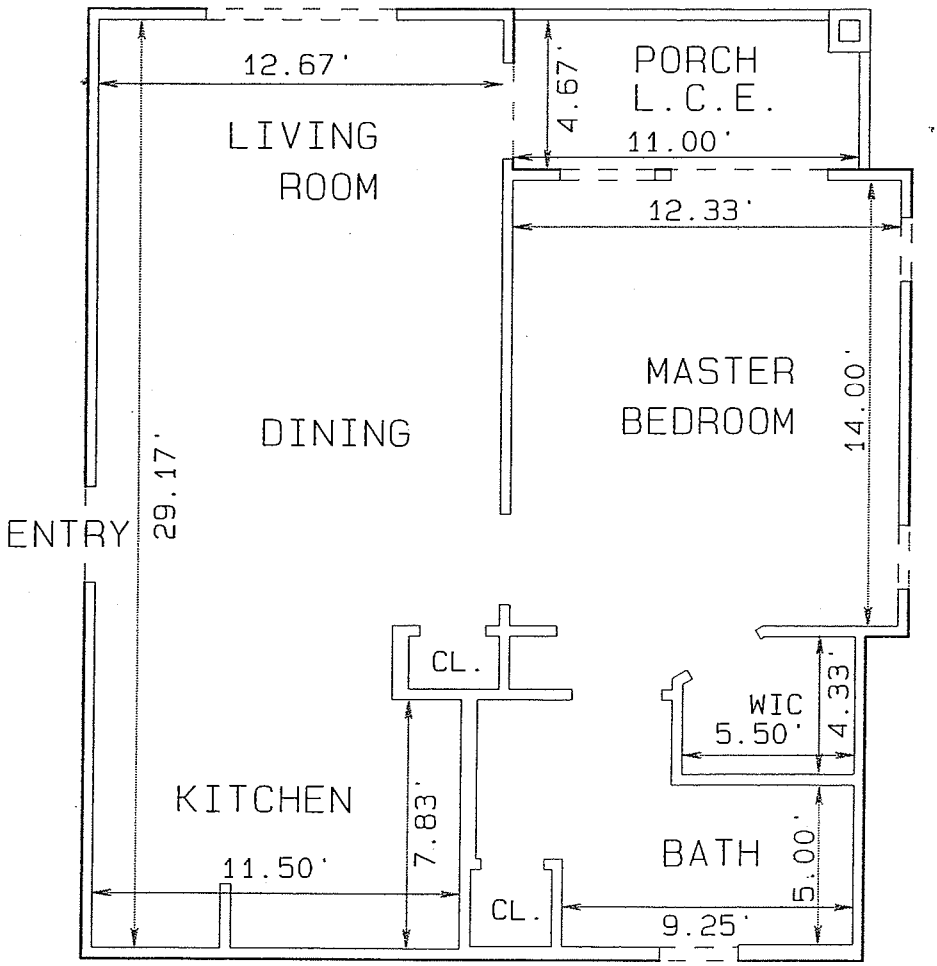
**AREA CALCULATIONS:**

NET AIR CONDITIONED AREA 699 SQUARE FEET

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CAD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501B12CD.PRO | |
| SCALE: 1" = 6' | SHEET 47 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




**TYPE A.3 REVERSE UNITS**

UNIT 338
UNIT 340
UNIT 342
UNIT 344
UNIT 346
UNIT 348
UNIT 350
UNIT 352
UNIT 354

**LEGEND**

CL. = CLOSET
WIC = WALK IN CLOSET
L.C.E. = LIMITED COMMON ELEMENT

GRAPHIC SCALE 1" = 6'

0 6 12 18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**UNIT TYPE A.3 REVERSE**
OF
**COURTNEY PALMS CONDOMINIUM**

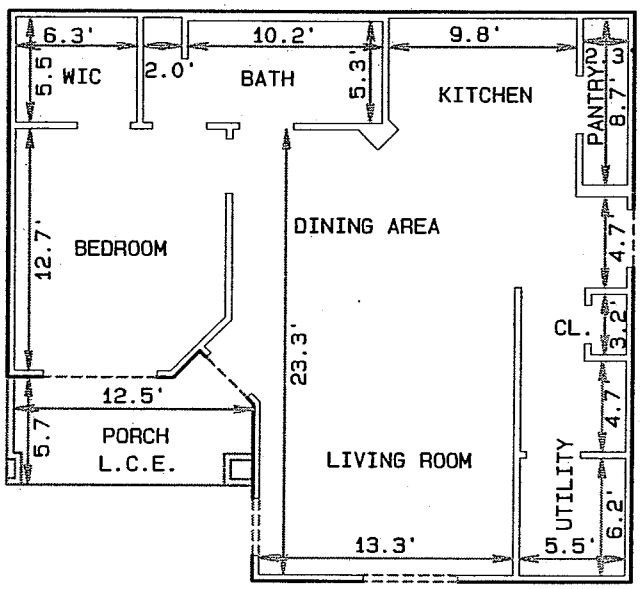
**AREA CALCULATIONS:**

NET AIR CONDITIONED AREA 699 SQUARE FEET

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CAD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501B12CD.PRO | |
| SCALE: 1" = 6' | SHEET 48 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



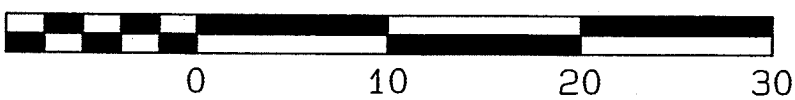

**TYPE B UNITS**

UNIT 63
UNIT 67
UNIT 71
UNIT 75
UNIT 79
UNIT 83
UNIT 183
UNIT 187
UNIT 191
UNIT 195
UNIT 199
UNIT 203
UNIT 315
UNIT 319
UNIT 323
UNIT 327
UNIT 331
UNIT 335

**LEGEND**

| | |
|---|---|
| CL. | CLOSET |
| WIC | WALK IN CLOSET |
| W/H | WATER HEATER & AIR CONDITIONING UNIT |
| L.C.E. | LIMITED COMMON ELEMENT |

GRAPHIC SCALE 1"=10'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846


**UNIT TYPE B**
OF
**COURTNEY PALMS CONDOMINIUM**

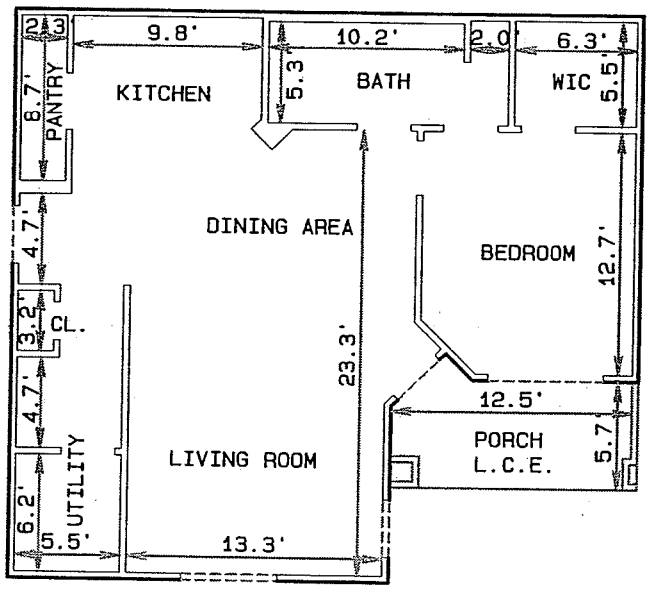
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 841 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| GROSS AREA | 841 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B3CD.PRO | |
| SCALE: 1" = 10' | SHEET 49 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



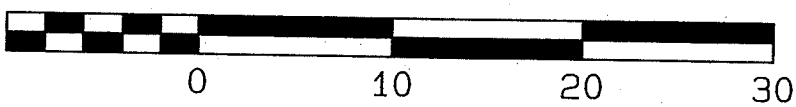

**TYPE B REVERSE UNITS**

UNIT 62
UNIT 66
UNIT 70
UNIT 74
UNIT 78
UNIT 82
UNIT 182
UNIT 186
UNIT 190
UNIT 194
UNIT 198
UNIT 202
UNIT 314
UNIT 318
UNIT 322
UNIT 326
UNIT 330
UNIT 334

**LEGEND**

| | |
|---|---|
| CL. | CLOSET |
| WIC | WALK IN CLOSET |
| W/H | WATER HEATER & AIR CONDITIONING UNIT |
| L.C.E. | LIMITED COMMON ELEMENT |

GRAPHIC SCALE 1"=10'





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**UNIT TYPE B REVERSE**
OF
**COURTNEY PALMS CONDOMINIUM**

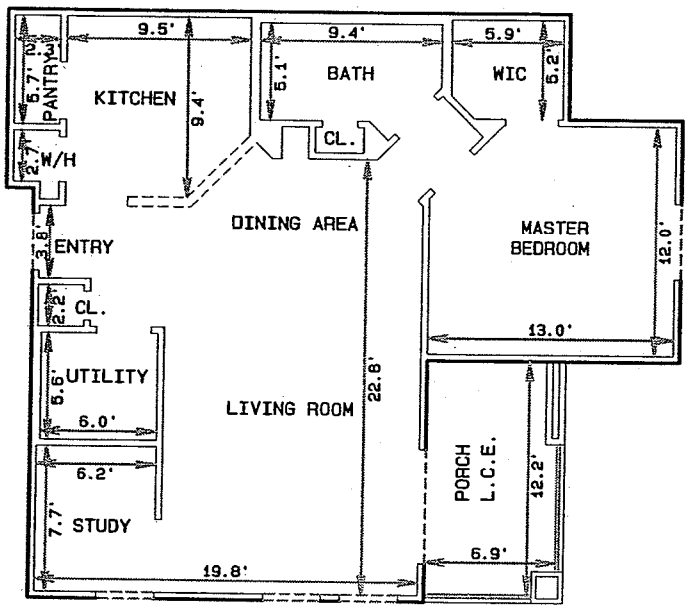
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 841 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| GROSS AREA | 841 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B3CD.PRO | |
| SCALE: 1" = 10' | SHEET 56 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



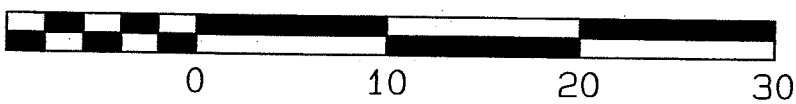

## TYPE B.1 UNITS

UNIT 114
UNIT 120
UNIT 150
UNIT 156
UNIT 176
UNIT 180
UNIT 234
UNIT 240
UNIT 270
UNIT 276
UNIT 306
UNIT 312

## LEGEND

| | |
|---|---|
| CL. | CLOSET |
| WIC | WALK IN CLOSET |
| W/H | WATER HEATER & AIR CONDITIONING UNIT |
| L.C.E. | LIMITED COMMON ELEMENT |

GRAPHIC SCALE 1"=10'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846


## UNIT TYPE B.1
OF
## COURTNEY PALMS CONDOMINIUM

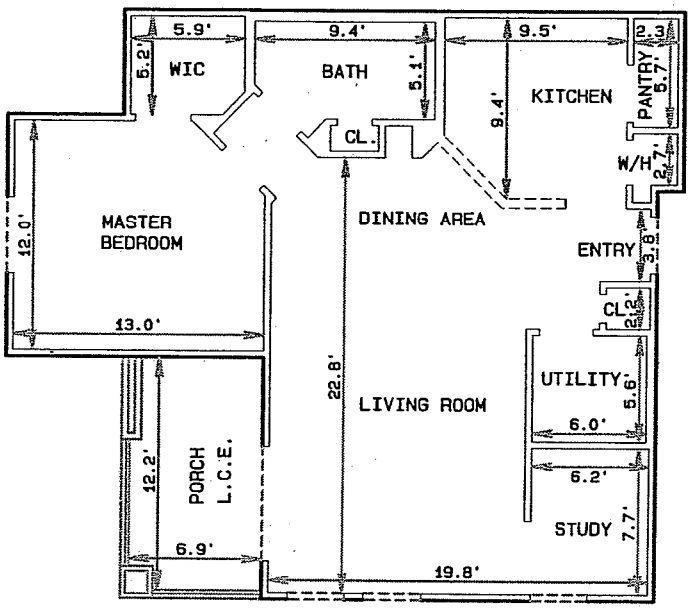
## AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 856 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| GROSS AREA | 856 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B4CD.PRO | |
| SCALE: 1" = 10' | SHEET 51 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



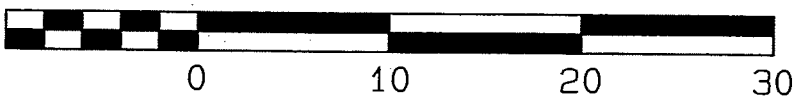

## TYPE B.1 REVERSE UNITS

UNIT 109
UNIT 115
UNIT 145
UNIT 151
UNIT 173
UNIT 177
UNIT 229
UNIT 235
UNIT 265
UNIT 271
UNIT 301
UNIT 307

## LEGEND

| | |
|---|---|
| CL. | CLOSET |
| WIC | WALK IN CLOSET |
| W/H | WATER HEATER & AIR CONDITIONING UNIT |
| L.C.E. | LIMITED COMMON ELEMENT |

GRAPHIC SCALE 1"=10'





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## UNIT TYPE B.1 REVERSE
OF
## COURTNEY PALMS CONDOMINIUM

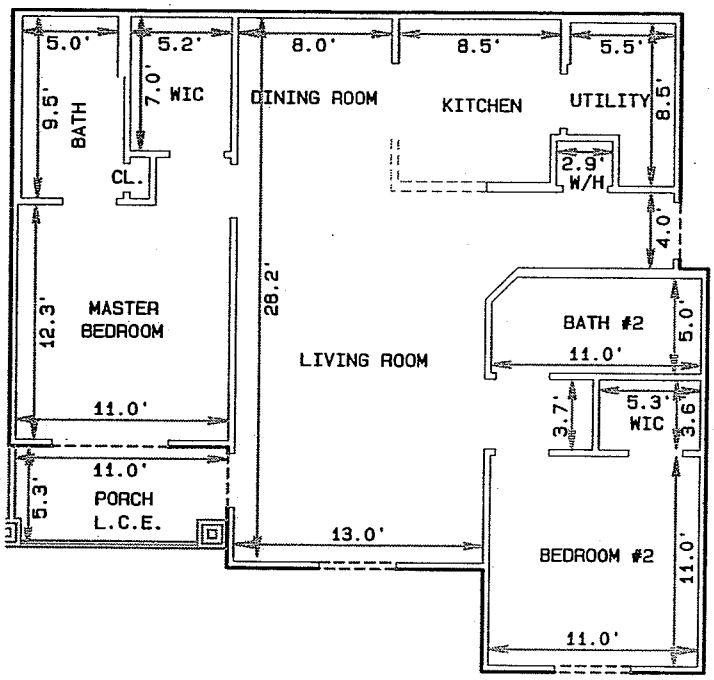
## AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 856 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| GROSS AREA | 856 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B4CD.PRO | |
| SCALE: 1" = 10' | SHEET 52 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



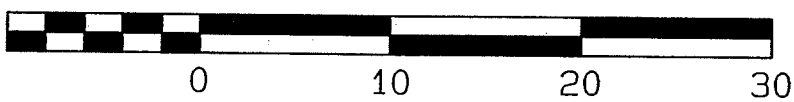

## TYPE C.1 UNITS

UNIT 3
UNIT 7
UNIT 11
UNIT 15
UNIT 19
UNIT 23
UNIT 87
UNIT 89
UNIT 93
UNIT 95
UNIT 99
UNIT 101
UNIT 105
UNIT 107
UNIT 111
UNIT 113
UNIT 117
UNIT 119
UNIT 123
UNIT 125
UNIT 129
UNIT 131
UNIT 135
UNIT 137
UNIT 141
UNIT 143
UNIT 147
UNIT 149
UNIT 153
UNIT 155
UNIT 207
UNIT 209
UNIT 213
UNIT 215
UNIT 219
UNIT 221
UNIT 225
UNIT 227
UNIT 231
UNIT 233
UNIT 237
UNIT 239
UNIT 243
UNIT 245
UNIT 249
UNIT 251
UNIT 255
UNIT 257
UNIT 261
UNIT 263
UNIT 267
UNIT 269
UNIT 273
UNIT 275
UNIT 279
UNIT 281
UNIT 285
UNIT 287
UNIT 291
UNIT 293
UNIT 297
UNIT 299
UNIT 303
UNIT 305
UNIT 309
UNIT 311

## LEGEND

CL. = CLOSET
WIC = WALK-IN CLOSET
W/H = WATER HEATER & AIR CONDITIONING UNIT
L.C.E. = LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=10'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846


## UNIT TYPE C.1 OF COURTNEY PALMS CONDOMINIUM

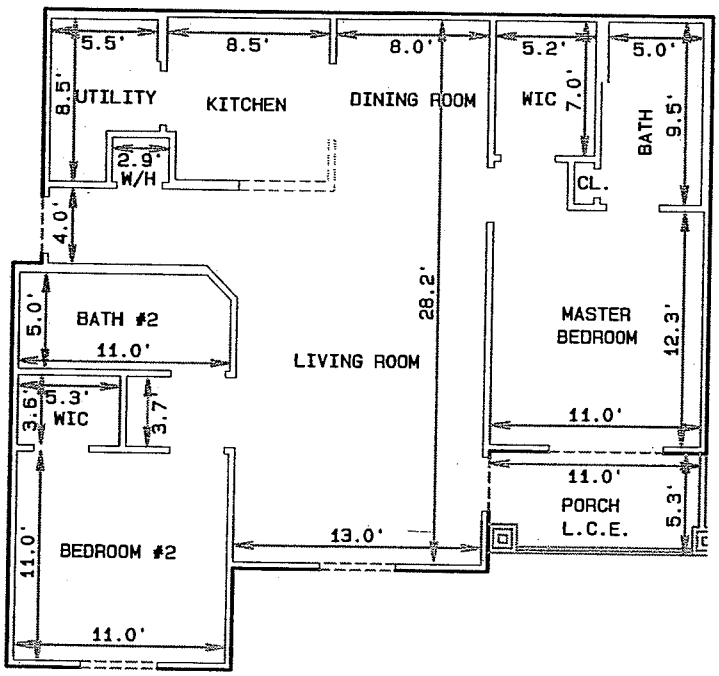
### AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 1035 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| GROSS AREA | 1035 SQ.FT. |

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 058010B01F1.PRO | |
| SCALE: 1" = 10' | SHEET 53 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



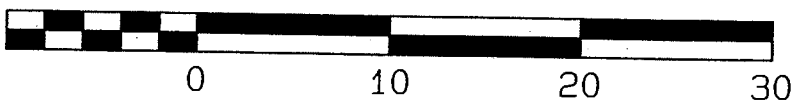

## TYPE C.1 UNITS REVERSE

UNIT 2
UNIT 6
UNIT 10
UNIT 14
UNIT 18
UNIT 22
UNIT 86
UNIT 88
UNIT 92
UNIT 94
UNIT 98
UNIT 100
UNIT 104
UNIT 106
UNIT 110
UNIT 112
UNIT 116
UNIT 118
UNIT 122
UNIT 124
UNIT 128
UNIT 130
UNIT 134
UNIT 136
UNIT 140
UNIT 142
UNIT 146
UNIT 148
UNIT 152
UNIT 154
UNIT 206
UNIT 208
UNIT 212
UNIT 214
UNIT 218
UNIT 220
UNIT 224
UNIT 226
UNIT 230
UNIT 232
UNIT 236
UNIT 238
UNIT 242
UNIT 244
UNIT 248
UNIT 250
UNIT 254
UNIT 256
UNIT 260
UNIT 262
UNIT 266
UNIT 268
UNIT 272
UNIT 274
UNIT 278
UNIT 280
UNIT 284
UNIT 286
UNIT 290
UNIT 292
UNIT 296
UNIT 298
UNIT 302
UNIT 304
UNIT 308
UNIT 310

## LEGEND

CL. = CLOSET
WIC = WALK-IN CLOSET
W/H = WATER HEATER & AIR CONDITIONING UNIT
L.C.E. = LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=10'





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## UNIT TYPE C.1 REVERSE OF COURTNEY PALMS CONDOMINIUM

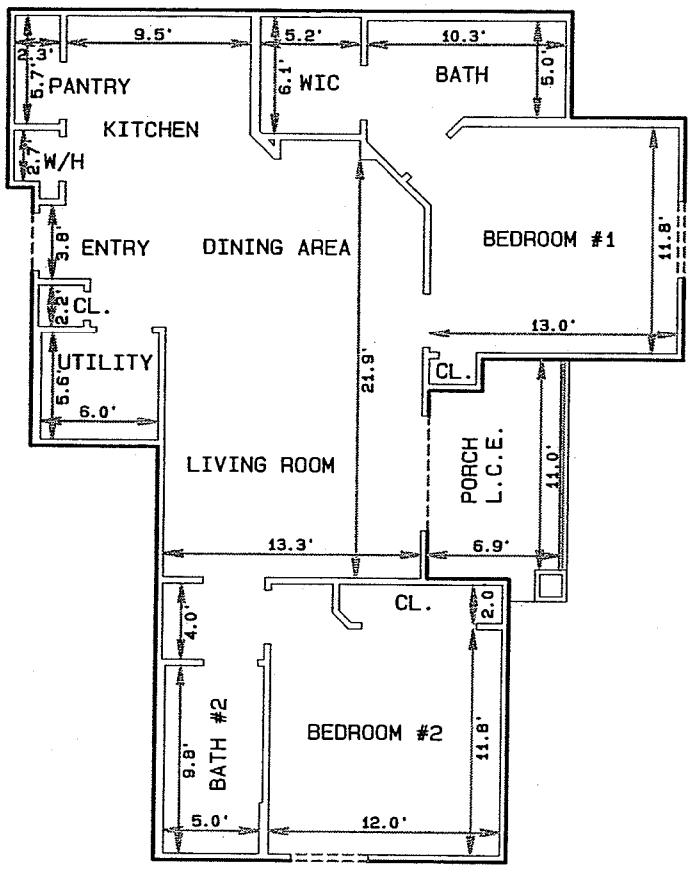
### AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 1035 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| GROSS AREA | 1035 SQ.FT. |

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B1CD.PRO | |
| SCALE: 1" = 10' | SHEET 54 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



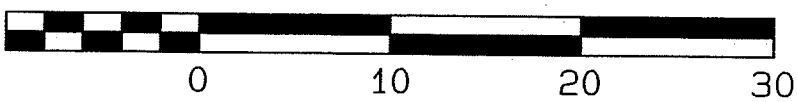

## TYPE D UNITS

UNIT 64
UNIT 68
UNIT 72
UNIT 76
UNIT 80
UNIT 84
UNIT 90
UNIT 96
UNIT 102
UNIT 108
UNIT 126
UNIT 132
UNIT 138
UNIT 144
UNIT 184
UNIT 188
UNIT 192
UNIT 196
UNIT 200
UNIT 204
UNIT 210
UNIT 216
UNIT 222
UNIT 228
UNIT 246
UNIT 252
UNIT 258
UNIT 264
UNIT 282
UNIT 288
UNIT 294
UNIT 300
UNIT 316
UNIT 320
UNIT 324
UNIT 328
UNIT 332
UNIT 336

## LEGEND

| | |
|---|---|
| CL. | CLOSET |
| WIC | WALK IN CLOSET |
| W/H | WATER HEATER & AIR CONDITIONING UNIT |
| L.C.E. | LIIMITED COMMON ELEMENT |

GRAPHIC SCALE 1"=10'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846


**UNIT TYPE D**
OF
**COURTNEY PALMS CONDOMINIUM**

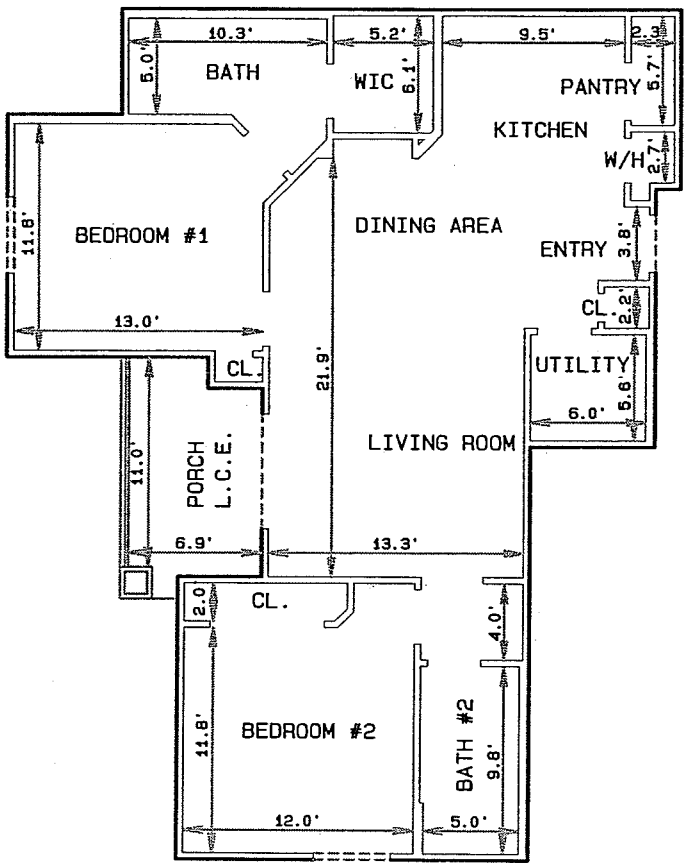
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 1055 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| GROSS AREA | 1055 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B3CD.PRO | |
| SCALE: 1" = 10' | SHEET 55 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## TYPE D REVERSE UNITS

UNIT 61
UNIT 65
UNIT 69
UNIT 73
UNIT 77
UNIT 81
UNIT 85
UNIT 91
UNIT 97
UNIT 103
UNIT 121
UNIT 127
UNIT 133
UNIT 139
UNIT 181
UNIT 185
UNIT 189
UNIT 193
UNIT 197
UNIT 201
UNIT 205
UNIT 211
UNIT 217
UNIT 223
UNIT 241
UNIT 247
UNIT 253
UNIT 259
UNIT 277
UNIT 283
UNIT 289
UNIT 295
UNIT 313
UNIT 317
UNIT 321
UNIT 325
UNIT 329
UNIT 333

## LEGEND

| | |
|---|---|
| CL. | CLOSET |
| WIC | WALK IN CLOSET |
| W/H | WATER HEATER & AIR CONDITIONING UNIT |
| L.C.E. | LIMITED COMMON ELEMENT |

GRAPHIC SCALE 1"=10'

0 10 20 30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FLORIDA LICENSED BUSINESS NUMBER LB 6846


**UNIT TYPE D REVERSE**
OF
**COURTNEY PALMS CONDOMINIUM**

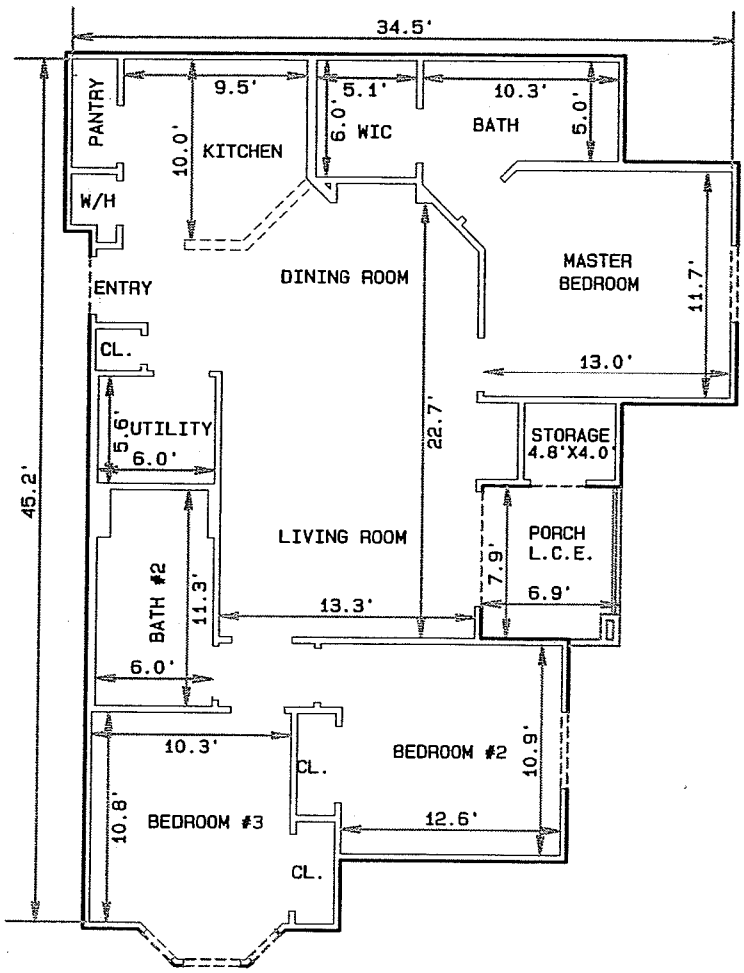
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 1055 SQ. FT. |
| STORAGE AREA | 0 SQ. FT. |
| GROSS AREA | 1055 SQ. FT. |

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 32305001B3CD.PRO | |
| SCALE: 1" = 10' | SHEET 56 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



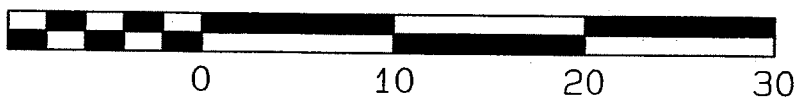

## TYPE E UNITS

UNIT 4
UNIT 8
UNIT 12
UNIT 16
UNIT 30
UNIT 36
UNIT 42
UNIT 48
UNIT 160
UNIT 164
UNIT 168
UNIT 172

## LEGEND

CL. = CLOSET
WIC = WALK-IN CLOSET
W/H = WATER HEATER & AIR CONDITIONING UNIT
L.C.E. = LIMITED COMMON ELEMENT

GRAPHIC SCALE 1"=10'





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## UNIT TYPE E
OF
## COURTNEY PALMS CONDOMINIUM

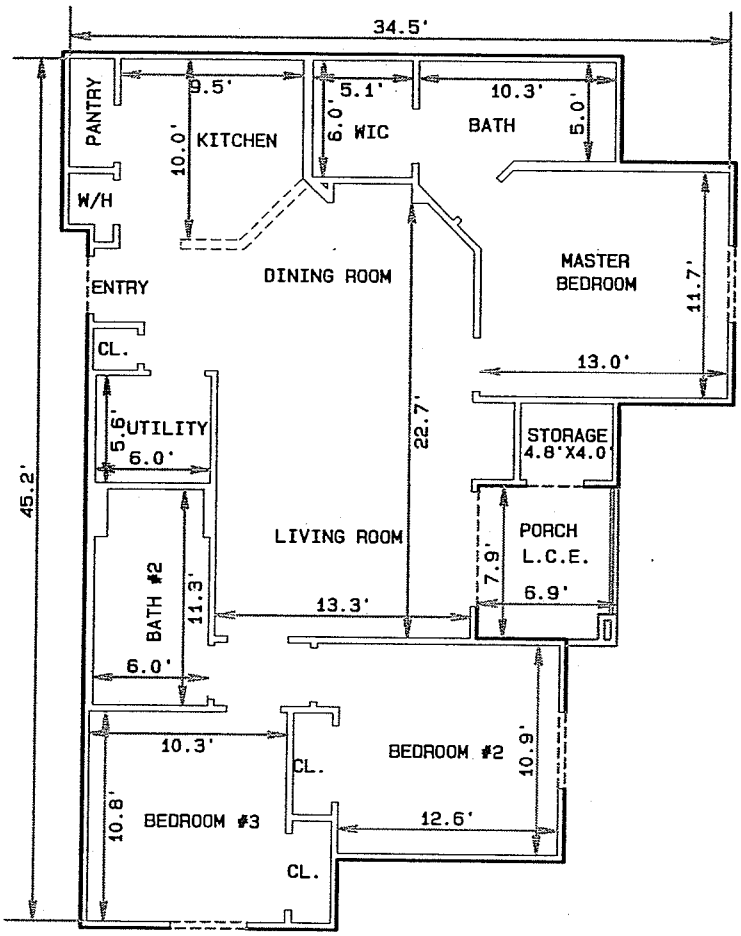
## AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 1212 SQ. FT. |
| STORAGE AREA | 22 SQ. FT. |
| GROSS AREA | 1234 SQ.FT. |

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B1CD.PRO | |
| SCALE: 1" = 10' | SHEET 57 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## TYPE E UNIT

(NO BAY WINDOW)

UNIT 20
UNIT 24
UNIT 54
UNIT 60

## LEGEND

| | | |
|---|---|---|
| CL. | = | CLOSET |
| WIC | = | WALK-IN CLOSET |
| W/H | = | WATER HEATER & AIR CONDITIONING UNIT |
| L.C.E. | = | LIMITED COMMON ELEMENT |

GRAPHIC SCALE 1"=10'

0 10 20 30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## UNIT TYPE E

(NO BAY WINDOW)

## COURTNEY PALMS CONDOMINIUM

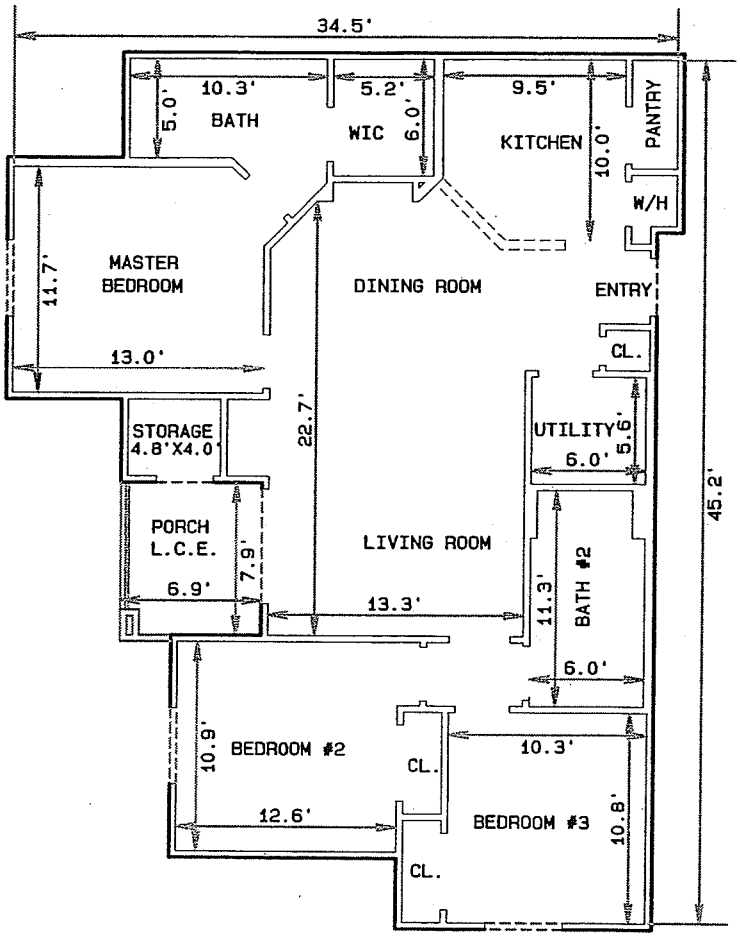
## AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 1212 SQ. FT. |
| STORAGE AREA | 22 SQ. FT. |
| GROSS AREA | 1234 SQ.FT. |

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B1CD.PRO | |
| SCALE: 1" = 10' | SHEET 59 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## TYPE E UNITS

(NO BAY WINDOW - REVERSE)

UNIT17
UNIT 21
UNIT 49
UNIT 55

## LEGEND

| | | |
|---|---|---|
| CL. | = | CLOSET |
| WIC | = | WALK-IN CLOSET |
| W/H | = | WATER HEATER & AIR CONDITIONING UNIT |
| L.C.E. | = | LIMITED COMMON ELEMENT |

GRAPHIC SCALE 1"=10'

0 10 20 30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FLORIDA LICENSED BUSINESS NUMBER LB 6846


## UNIT TYPE E

(NO BAY WINDOW - REVERSE)

## COURTNEY PALMS CONDOMINIUM

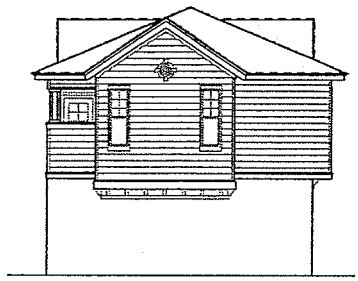
## AREA CALCULATIONS:

| | |
|---|---|
| AIR CONDITIONED AREA | 1212 SQ. FT. |
| STORAGE AREA | 22 SQ. FT. |
| GROSS AREA | 1234 SQ.FT. |

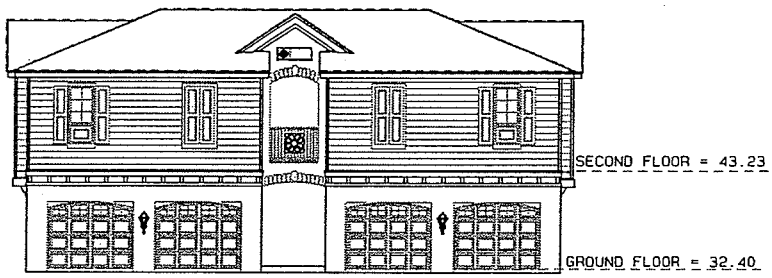
| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 32305001B1CD.PRO | |
| SCALE: 1" = 10' | SHEET 60 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



**SIDE VIEW**

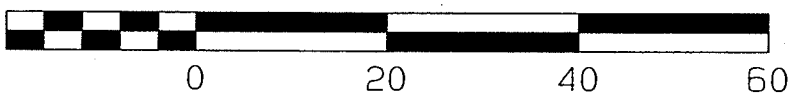



**FRONT VIEW**

## BUILDING TWELVE

## ELEVATION

GRAPHIC SCALE 1"=20'

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**BUILDING TWELVE – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

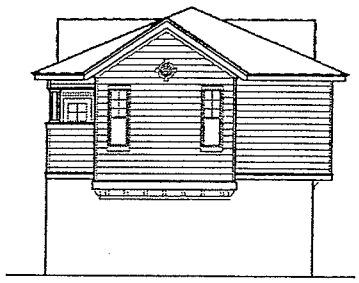
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 1398 SQUARE FEET |
| BREEZEWAY AREA | 352 SQUARE FEET |
| GARAGE AREA | 1374 SQUARE FEET |
| PATIO AREA | 114 SQUARE FEET |
| GROSS AREA | 3238 SQUARE FEET |

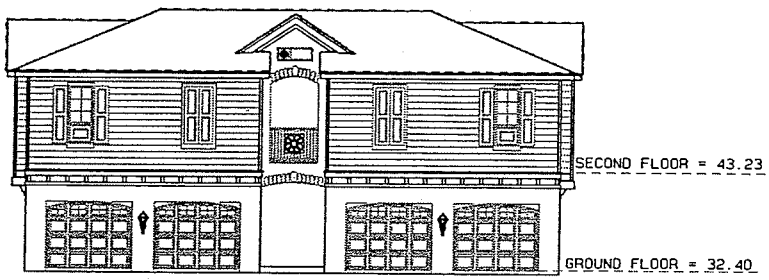
| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501B12CD.PRO | |
| SCALE: 1" = 20' | SHEET 61 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



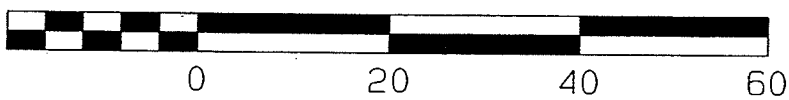
**SIDE VIEW**




**FRONT VIEW**

## BUILDING THIRTEEN
## ELEVATION

GRAPHIC SCALE 1"=20'

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E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

**BUILDING THIRTEEN – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

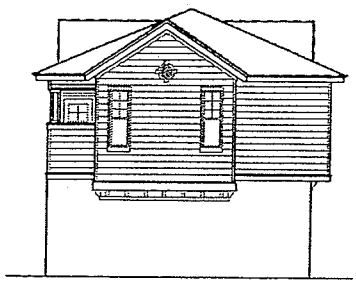
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 1398 SQUARE FEET |
| BREEZEWAY AREA | 352 SQUARE FEET |
| GARAGE AREA | 1374 SQUARE FEET |
| PATIO AREA | 114 SQUARE FEET |
| GROSS AREA | 3238 SQUARE FEET |

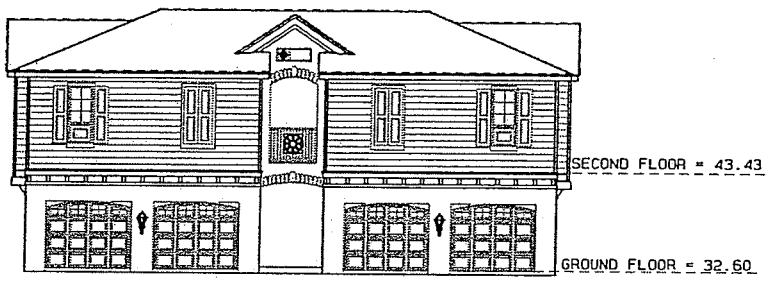
| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501B13CD.PRO | |
| SCALE: 1" = 20' | SHEET 62 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



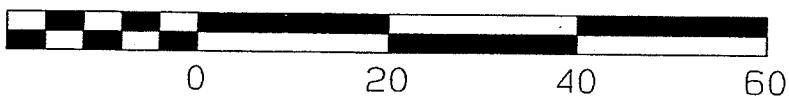
**SIDE VIEW**




**FRONT VIEW**

## BUILDING FOURTEEN
## ELEVATION

GRAPHIC SCALE 1"=20'

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**BUILDING FOURTEEN – ELEVATION**
DF
**COURTNEY PALMS CONDOMINIUM**

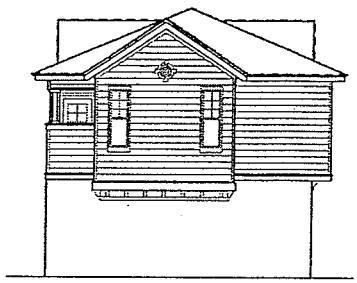
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 1398 SQUARE FEET |
| BREEZEWAY AREA | 352 SQUARE FEET |
| GARAGE AREA | 1374 SQUARE FEET |
| PATIO AREA | 114 SQUARE FEET |
| GROSS AREA | 3238 SQUARE FEET |

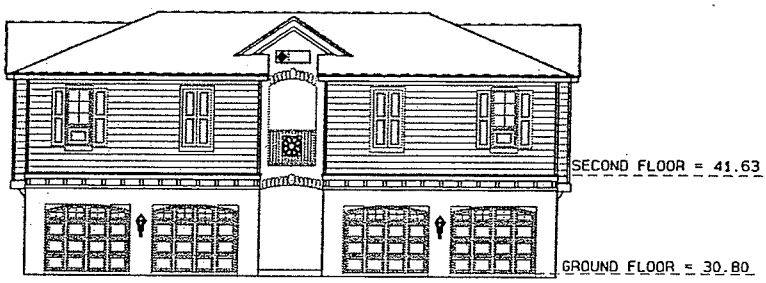
| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 3230501B14CD.PRO | |
| SCALE: 1" = 20' | SHEET 63 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



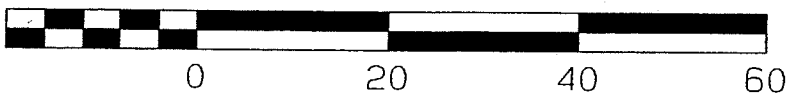
**SIDE VIEW**




**FRONT VIEW**

## BUILDING FIFTEEN
## ELEVATION

GRAPHIC SCALE 1"=20'

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**BUILDING FIFTEEN – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

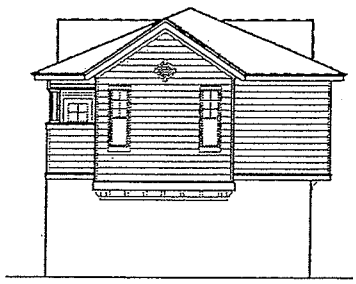
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 1398 SQUARE FEET |
| BREEZEWAY AREA | 352 SQUARE FEET |
| GARAGE AREA | 1374 SQUARE FEET |
| PATIO AREA | 114 SQUARE FEET |
| GROSS AREA | 3238 SQUARE FEET |

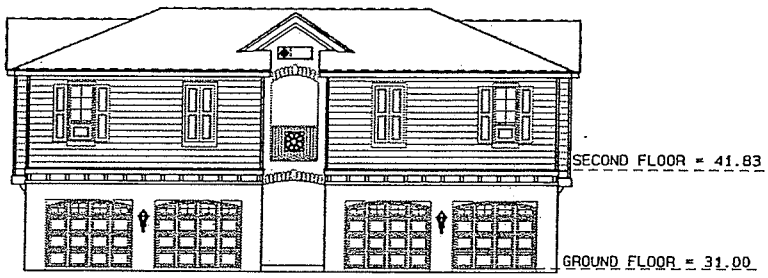
| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501B15CD.PRO | |
| SCALE: 1" = 20' | SHEET 64 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



**SIDE VIEW**




**FRONT VIEW**

## BUILDING SIXTEEN
## ELEVATION

GRAPHIC SCALE 1"=20'

0 20 40 60

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**BUILDING SIXTEEN – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

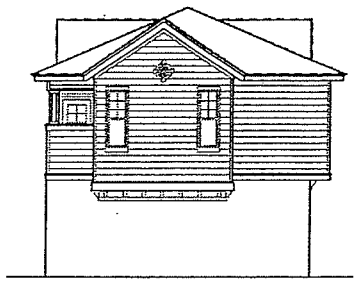
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 1398 SQUARE FEET |
| BREEZEWAY AREA | 352 SQUARE FEET |
| GARAGE AREA | 1374 SQUARE FEET |
| PATIO AREA | 114 SQUARE FEET |
| GROSS AREA | 3238 SQUARE FEET |

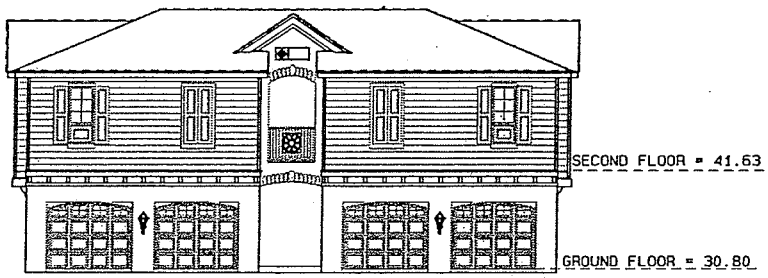
| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501B16CD.PRO | |
| SCALE: 1" = 20' | SHEET 65 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



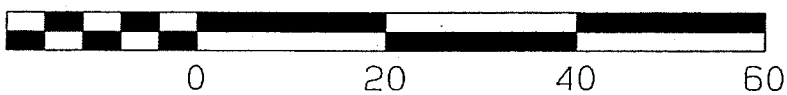
**SIDE VIEW**




**FRONT VIEW**

## BUILDING SEVENTEEN
## ELEVATION

GRAPHIC SCALE 1"=20'

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**BUILDING SEVENTEEN – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 1398 SQUARE FEET |
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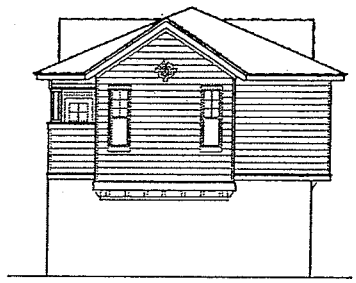
| GARAGE AREA | 1374 SQUARE FEET |
| PATIO AREA | 114 SQUARE FEET |
| GROSS AREA | 3238 SQUARE FEET |

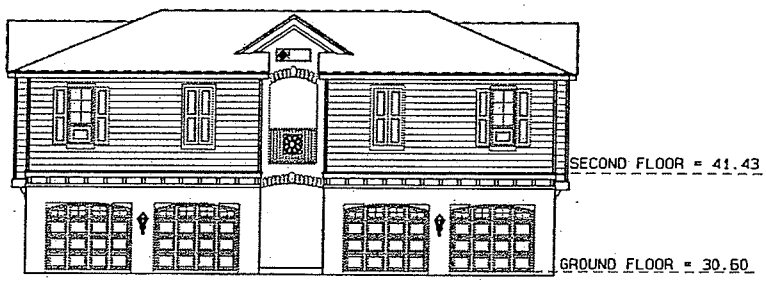
| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501B17CD.PRO | |
| SCALE: 1" = 20' | SHEET 66 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



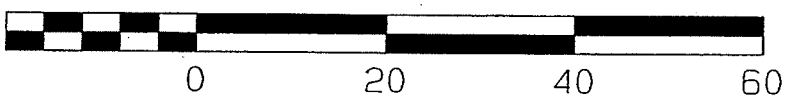
**SIDE VIEW**




**FRONT VIEW**

## BUILDING EIGHTEEN
## ELEVATION

GRAPHIC SCALE 1"=20'

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FLORIDA LICENSED BUSINESS NUMBER LB 6846

**BUILDING EIGHTEEN – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

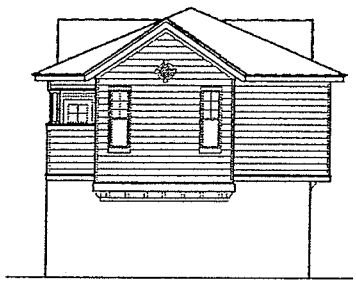
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 1398 SQUARE FEET |
| BREEZEWAY AREA | 352 SQUARE FEET |
| GARAGE AREA | 1374 SQUARE FEET |
| PATIO AREA | 114 SQUARE FEET |
| GROSS AREA | 3238 SQUARE FEET |

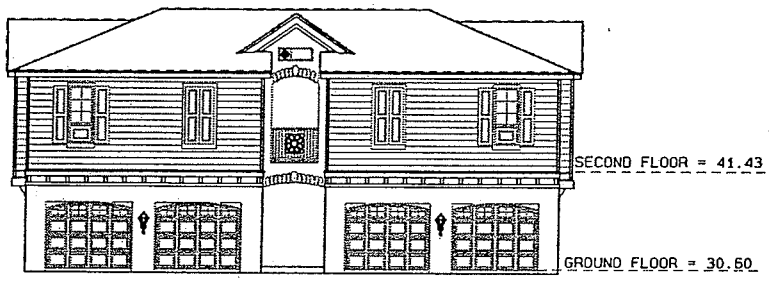
| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501818CD.PRO | |
| SCALE: 1" = 20' | SHEET 67 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



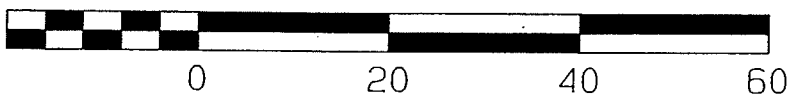
**SIDE VIEW**




**FRONT VIEW**

## BUILDING NINETEEN
## ELEVATION

GRAPHIC SCALE 1"=20'

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**BUILDING NINETEEN – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

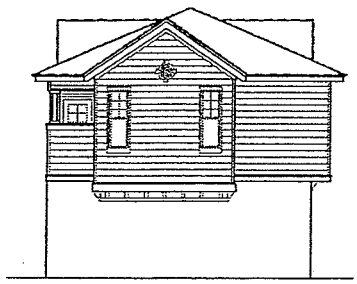
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 1398 SQUARE FEET |
| BREEZEWAY AREA | 352 SQUARE FEET |
| GARAGE AREA | 1374 SQUARE FEET |
| PATIO AREA | 114 SQUARE FEET |
| GROSS AREA | 3238 SQUARE FEET |

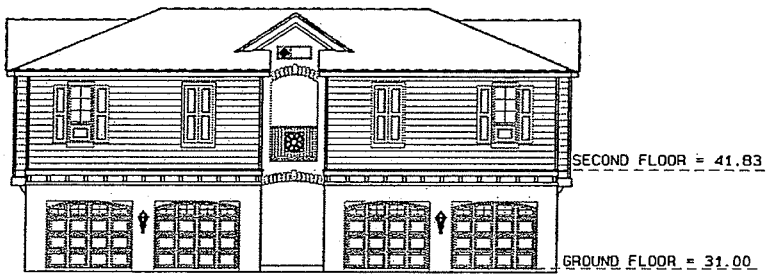
| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501819CD.PRO | |
| SCALE: 1" = 20' | SHEET 68 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



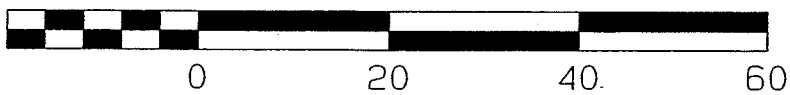
**SIDE VIEW**




**FRONT VIEW**

## BUILDING TWENTY
## ELEVATION

GRAPHIC SCALE 1"=20'

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**BUILDING TWENTY – ELEVATION**
OF
**COURTNEY PALMS CONDOMINIUM**

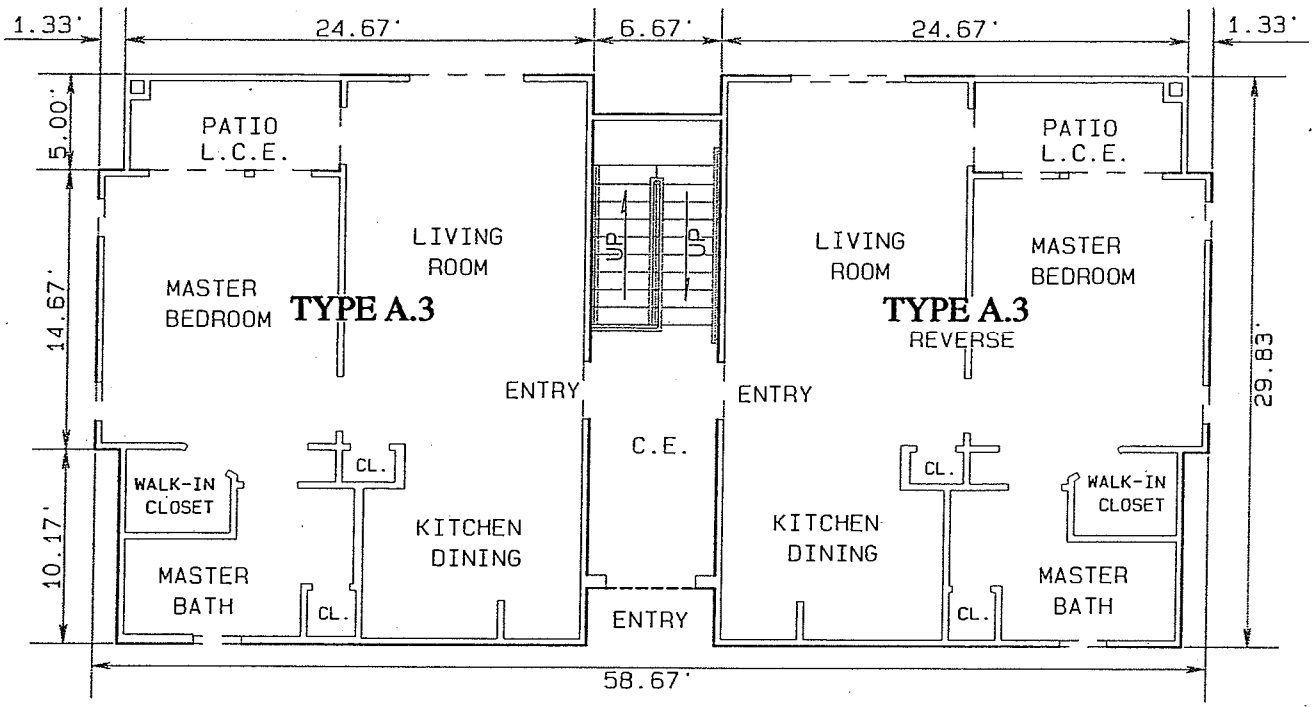
**AREA CALCULATIONS:**

| | |
|---|---|
| AIR CONDITIONED AREA | 1398 SQUARE FEET |
| BREEZEWAY AREA | 352 SQUARE FEET |
| GARAGE AREA | 1374 SQUARE FEET |
| PATIO AREA | 114 SQUARE FEET |
| GROSS AREA | 3238 SQUARE FEET |

| | |
|---|---|
| DATE OF DRAWING: 24 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 3230501B20CD.PRO | |
| SCALE: 1" = 20' | SHEET 69 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




## TYPE A.3 UNITS

UNIT 337
UNIT 339
UNIT 341
UNIT 343
UNIT 345
UNIT 347
UNIT 349
UNIT 351
UNIT 353

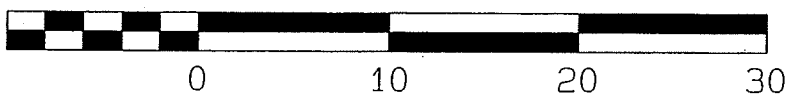
## TYPE A.3 REVERSE UNITS

UNIT 338
UNIT 340
UNIT 342
UNIT 344
UNIT 346
UNIT 348
UNIT 350
UNIT 352
UNIT 354

## LEGEND

CL. CLOSET
L.C.E. LIMITED COMMON ELEMENT
C.E. COMMON ELEMENT

GRAPHIC SCALE 1"=10'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846


## TYPE A.3 AND A.3 REVERSE OF COURTNEY PALMS CONDOMINIUM

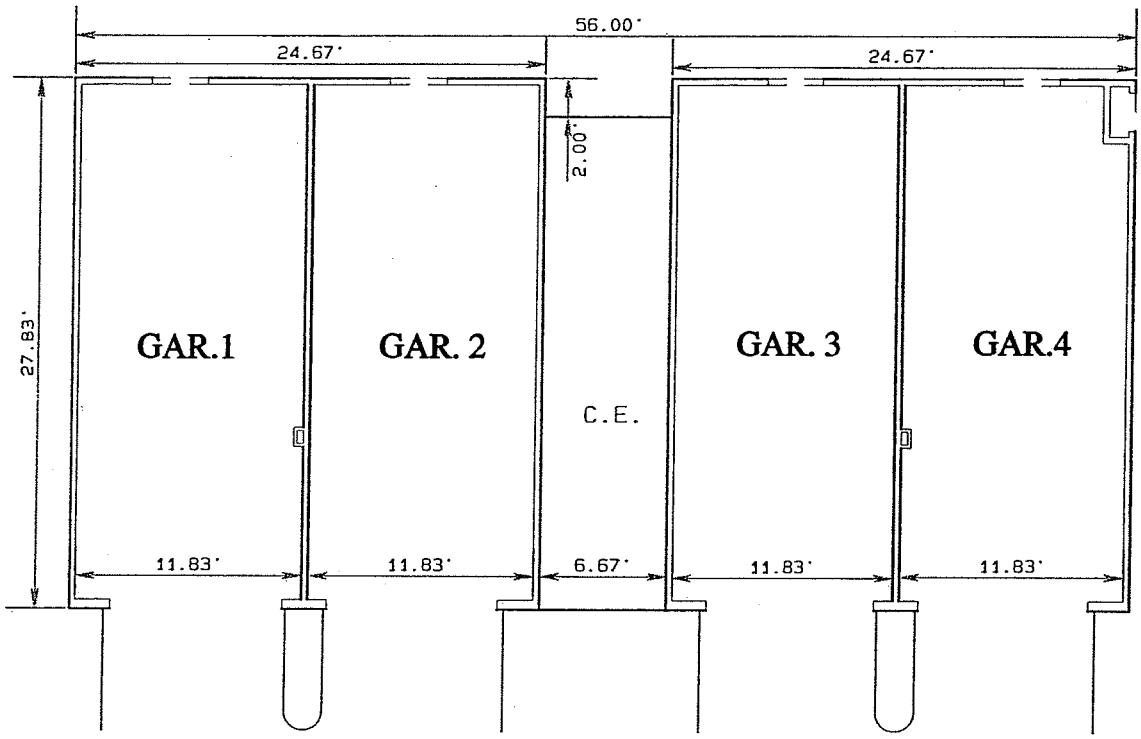
## AREA CALCULATIONS:

NET AIR CONDITIONED AREA 1398 SQUARE FEET

| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 3230501B12CD.PRO | |
| SCALE: 1" = 10' | SHEET 70 OF 82 |

# COURTNEY PALMS CONDOMINIUM

SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA



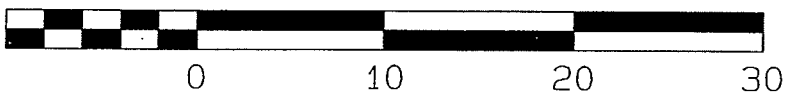

| GARAGE COVERED PARKING SPACES | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| B–12 | B–13 | B–14 | B–15 | B–16 | B–17 | B–18 | B–19 | B–20 |
| G–7 | G–11 | G–25 | G–37 | G–41 | G–55 | G–63 | G–79 | G–83 |
| G–8 | G–12 | G–26 | G–38 | G–42 | G–56 | G–64 | G–80 | G–84 |
| G–9 | G–13 | G–27 | G–39 | G–43 | G–57 | G–65 | G–81 | G–85 |
| G–10 | G–14 | G–28 | G–40 | G–44 | G–58 | G–66 | G–82 | G–86 |

## LEGEND

GAR. GARAGE

C.E. COMMON ELEMENT

GRAPHIC SCALE 1"=10'





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FLORIDA LICENSED BUSINESS NUMBER LB 6846


## FIRST FLOOR OF COURTNEY PALMS CONDOMINIUM

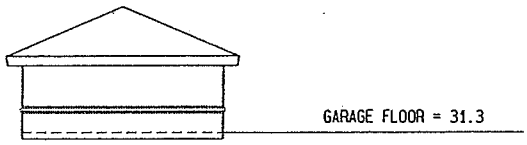
### AREA CALCULATIONS:

| | |
|---|---|
| GARAGE AREA | 1374 SQUARE FEET |
| BREEZEWAY AREA | 186 SQUARE FEET |
| GROSS AREA | 1560 SQUARE FEET |

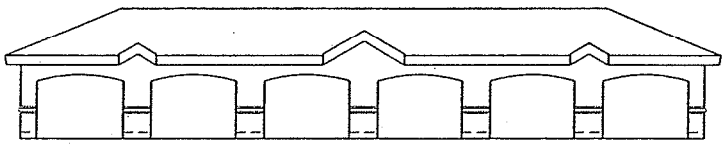
| | |
|---|---|
| DATE OF DRAWING: 2 MAR 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 3230501B12CD.PRO | |
| SCALE: 1" = 10' | SHEET 71 OF 82 |

# COURTNEY PALMS CONDOMINIUM

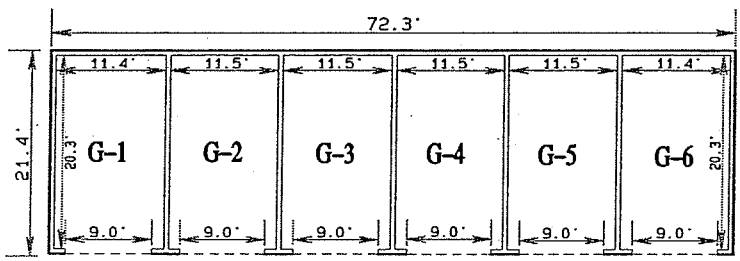
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




SIDE VIEW



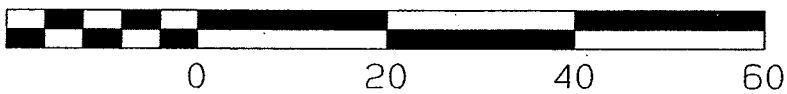
FRONT VIEW




FLOOR PLAN

## GARAGE BUILDING G-1

GRAPHIC SCALE 1"=20'

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**GARAGE BUILDING G-1**
OF
**COURTNEY PALMS CONDOMINIUM**

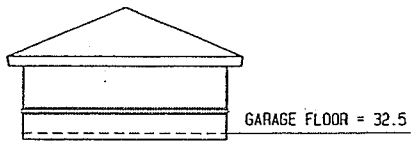
**GARAGE COVERED PARKING SPACES**

| | | |
|---|---|---|
| G-1 | G-3 | G-5 |
| G-2 | G-4 | G-6 |

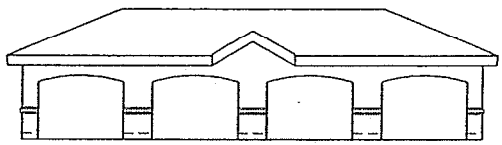
| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF(S): NAC | |
| COMPUTER FILE: 3230501G01.PRO | |
| SCALE: 1" = 20' | SHEET 72 OF 82 |

# COURTNEY PALMS CONDOMINIUM

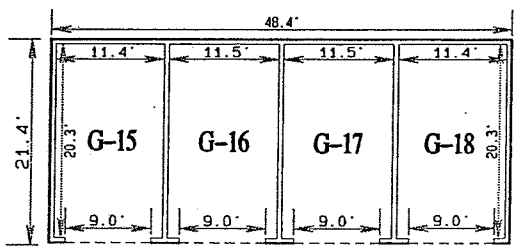
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




SIDE VIEW



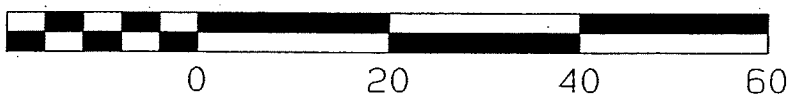
FRONT VIEW




FLOOR PLAN

## GARAGE BUILDING G-2

GRAPHIC SCALE 1"=20'

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**GARAGE BUILDING G-2**
OF
**COURTNEY PALMS CONDOMINIUM**

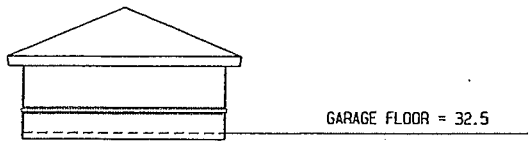
**GARAGE COVERED PARKING SPACES**

| | |
|---|---|
| G-15 | G-17 |
| G-16 | G-18 |

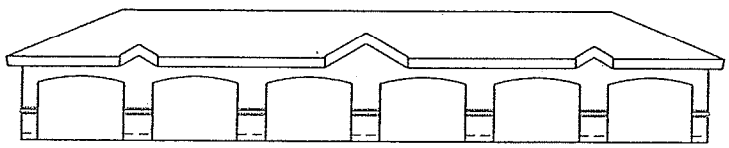
| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501G02.PRO | |
| SCALE: 1" = 20' | SHEET 73 OF 82 |

# COURTNEY PALMS CONDOMINIUM

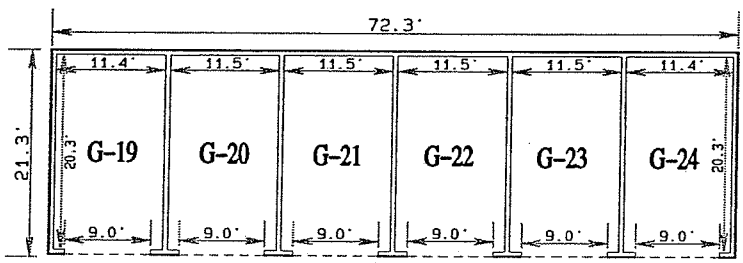
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




SIDE VIEW



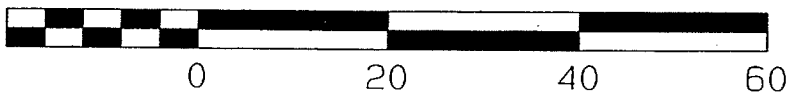
FRONT VIEW




FLOOR PLAN

## GARAGE BUILDING G-3

GRAPHIC SCALE 1"=20'

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GARAGE BUILDING G-3
OF
COURTNEY PALMS CONDOMINIUM

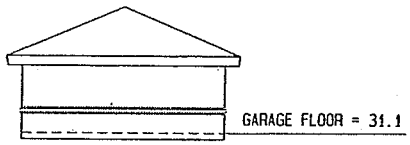
GARAGE COVERED PARKING SPACES

| | | |
|---|---|---|
| G-19 | G-21 | G-23 |
| G-20 | G-22 | G-24 |

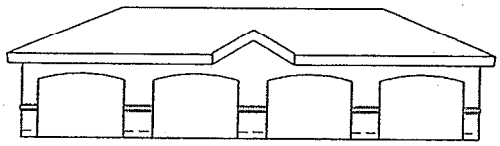
| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501G03.PRO | |
| SCALE: 1" = 20' | SHEET 74 OF 82 |

# COURTNEY PALMS CONDOMINIUM

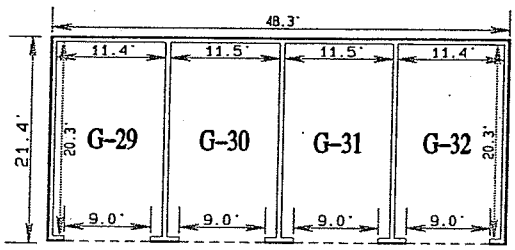
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




SIDE VIEW



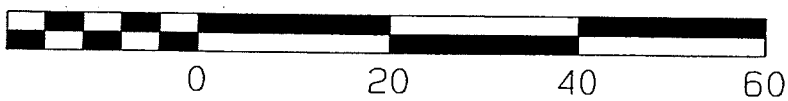
FRONT VIEW




FLOOR PLAN

## GARAGE BUILDING G-4

GRAPHIC SCALE 1"=20'

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GARAGE BUILDING G-4
OF
COURTNEY PALMS CONDOMINIUM

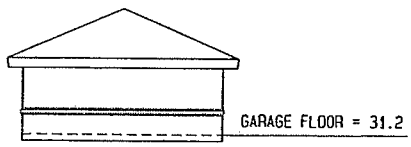
GARAGE COVERED PARKING SPACES

| | |
|---|---|
| G-29 | G-31 |
| G-30 | G-32 |

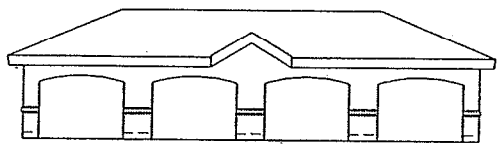
| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501G04.PRO | |
| SCALE: 1" = 20' | SHEET 75 OF 82 |

# COURTNEY PALMS CONDOMINIUM

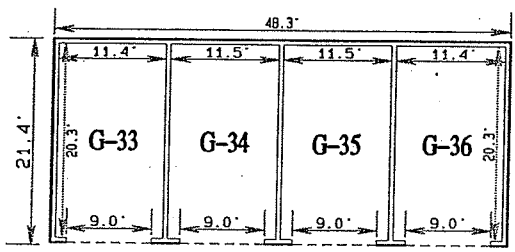
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




SIDE VIEW



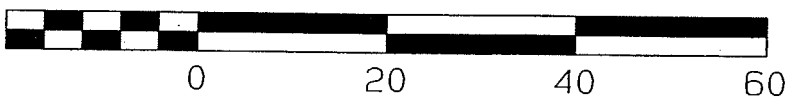
FRONT VIEW




FLOOR PLAN

## GARAGE BUILDING G-5

GRAPHIC SCALE 1"=20'

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**GARAGE BUILDING G-5**
OF
**COURTNEY PALMS CONDOMINIUM**

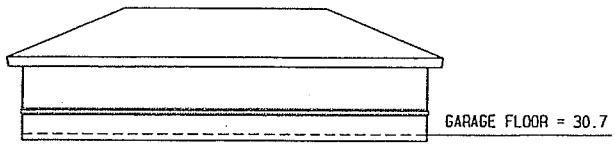
**GARAGE COVERED PARKING SPACES**

| | |
|---|---|
| G-33 | G-35 |
| G-34 | G-36 |

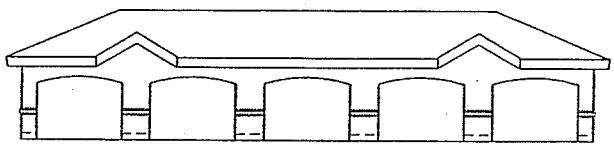
| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501G05.PRO | |
| SCALE: 1" = 20' | SHEET 76 OF 82 |

# COURTNEY PALMS CONDOMINIUM

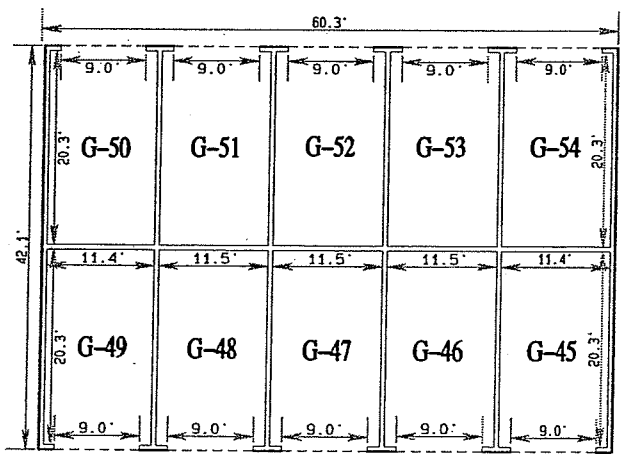
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




SIDE VIEW



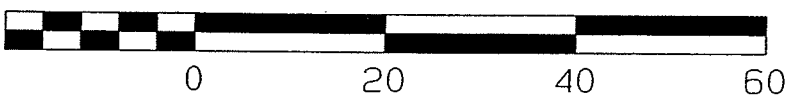
FRONT VIEW




FLOOR PLAN

## GARAGE BUILDING G-6

GRAPHIC SCALE 1"=20'

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GARAGE BUILDING G-6
OF
COURTNEY PALMS CONDOMINIUM

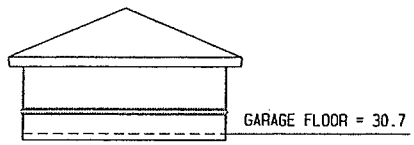
GARAGE COVERED PARKING SPACES

G-45 G-46 G-47 G-48 G-49
G-50 G-51 G-52 G-53 G-54

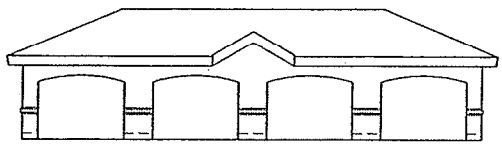
| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501G06.PRO | |
| SCALE: 1" = 20' | SHEET 77 OF 82 |

# COURTNEY PALMS CONDOMINIUM

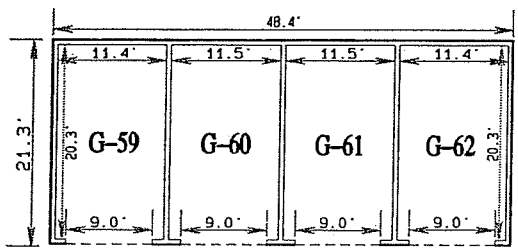
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




SIDE VIEW



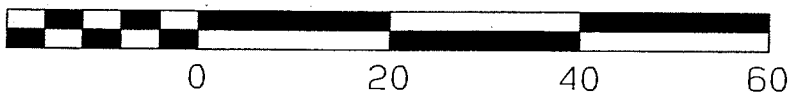
FRONT VIEW




FLOOR PLAN

## GARAGE BUILDING G-7

GRAPHIC SCALE 1"=20'

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**GARAGE BUILDING G-7**
OF
**COURTNEY PALMS CONDOMINIUM**

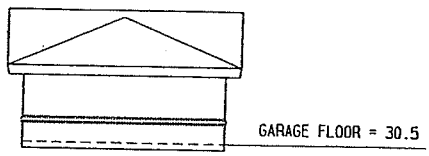
**GARAGE COVERED PARKING SPACES**

| | |
|---|---|
| G-59 | G-61 |
| G-60 | G-62 |

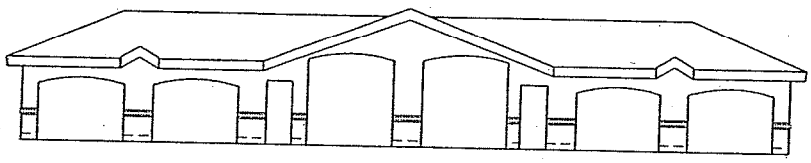
| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501G07.PRO | |
| SCALE: 1" = 20' | SHEET 78 OF 82 |

# COURTNEY PALMS CONDOMINIUM

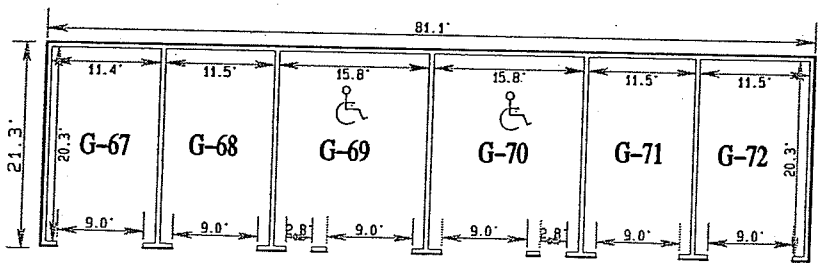
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




SIDE VIEW



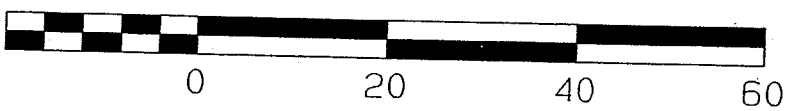
FRONT VIEW




FLOOR PLAN

## GARAGE BUILDING G-8

GRAPHIC SCALE 1"=20'

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GARAGE BUILDING G-8
OF
COURTNEY PALMS CONDOMINIUM

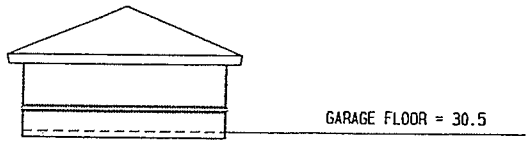
GARAGE COVERED PARKING SPACES

| | | |
|---|---|---|
| G-67 | G-69 | G-71 |
| G-68 | G-70 | G-72 |

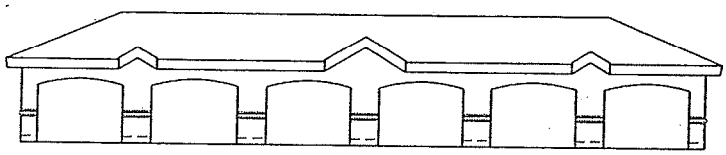
| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501G08.PRO | |
| SCALE: 1" = 20' | SHEET 79 OF 82 |

# COURTNEY PALMS CONDOMINIUM

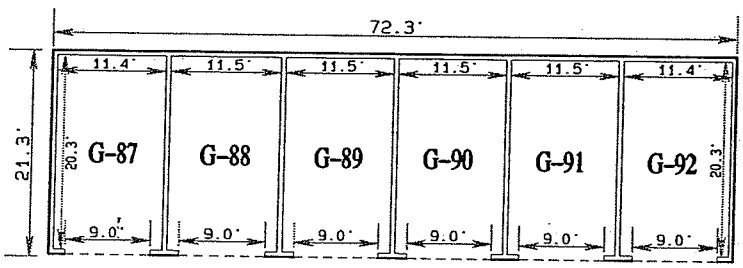
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




SIDE VIEW



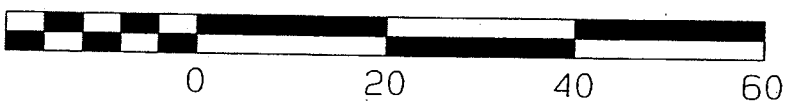
FRONT VIEW




FLOOR PLAN

## GARAGE BUILDING G-9

GRAPHIC SCALE 1"=20'




LEADING EDGE
LAND SERVICES
INCORPORATED
6750 FORUM DRIVE
SUITE 310
ORLANDO, FLORIDA 32821
PHONE: (407) 351-6730
FAX: (407) 351-9691
E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

**GARAGE BUILDING G-9**
OF
**COURTNEY PALMS CONDOMINIUM**

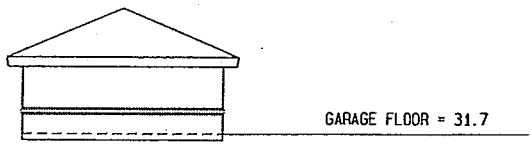
**GARAGE COVERED PARKING SPACES**

| | | |
|---|---|---|
| G-87 | G-89 | G-91 |
| G-88 | G-90 | G-92 |

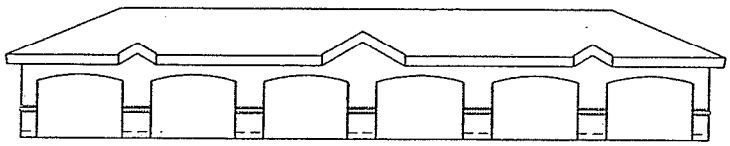
| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501G09.PRO | |
| SCALE: 1" = 20' | SHEET 80 OF 82 |

# COURTNEY PALMS CONDOMINIUM

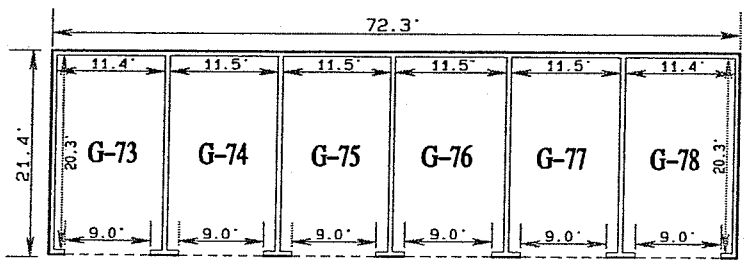
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




SIDE VIEW



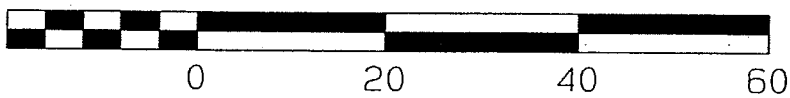
FRONT VIEW




FLOOR PLAN

## GARAGE BUILDING G-10

GRAPHIC SCALE 1"=20'

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FLORIDA LICENSED BUSINESS NUMBER LB 6846

**GARAGE BUILDING G-10**
OF
**COURTNEY PALMS CONDOMINIUM**

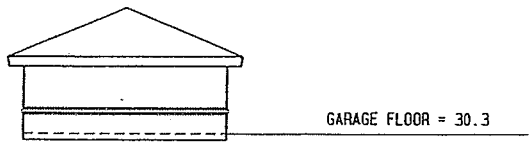
**GARAGE COVERED PARKING SPACES**

| | | |
|---|---|---|
| G-73 | G-75 | G-77 |
| G-74 | G-76 | G-78 |

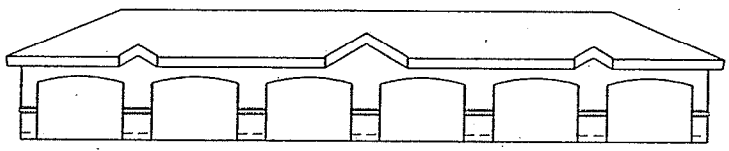
| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501G10.PRO | |
| SCALE: 1" = 20' | SHEET 81 OF 82 |

# COURTNEY PALMS CONDOMINIUM

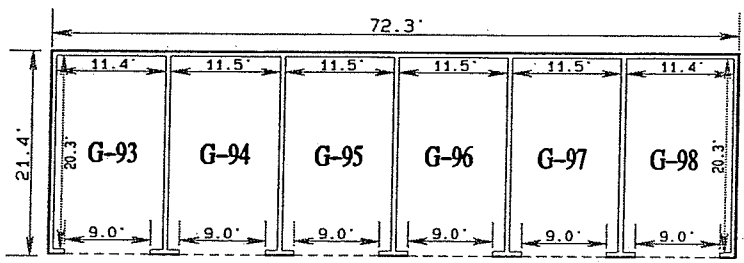
SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA




SIDE VIEW



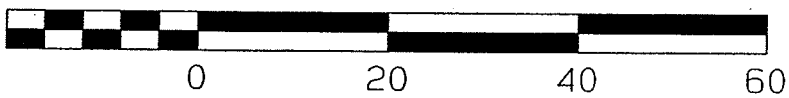
FRONT VIEW




FLOOR PLAN

## GARAGE BUILDING G-11

GRAPHIC SCALE 1"=20'

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PHONE: (407) 351-6730
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E-MAIL: survey@leadingedgels.com
FLORIDA LICENSED BUSINESS NUMBER LB 6846

GARAGE BUILDING G-11
OF
COURTNEY PALMS CONDOMINIUM

GARAGE COVERED PARKING SPACES

| | | |
|---|---|---|
| G-93 | G-95 | G-97 |
| G-94 | G-96 | G-98 |

| | |
|---|---|
| DATE OF DRAWING: 25 FEB 2005 | |
| MANAGER: RWH | CADD: RWH |
| PROJECT NUMBER: 323-05001 | |
| FIELD BOOK NUMBER: PLANS | |
| LAST FIELD WORK: 17 FEB 2005 | |
| CREW CHIEF (S): NAC | |
| COMPUTER FILE: 3230501G11.PRO | |
| SCALE: 1" = 20' | SHEET 82 OF 82 |

**EXHIBIT "E"**

**(Articles of Incorporation of
Courtney Palms Condominium Association)**

# ARTICLES OF INCORPORATION
# OF
# COURTNEY PALMS CONDOMINIUM ASSOCIATION, INC.
**a Florida corporation not-for-profit**

In order to form a corporation under the Laws of Florida for the formation of corporations not-for-profit we, the undersigned, hereby associate ourselves into a corporation for the purposes and with the powers herein specified, and to that end we do, by these Articles of Incorporation, set forth:

## ARTICLE I
## NAME

The name of the corporation shall be Courtney Palms Condominium Association, Inc. ("Association").

## ARTICLE II
## PURPOSE

The purpose of the Association is the administration, operation and management of a condominium known as Courtney Palms Condominium ("Condominium") as the same may now or hereafter be constituted, which Condominium is established pursuant to the Declaration of Condominium for Courtney Palms Condominium ("Declaration") in accordance with the Florida Condominium Act, Chapter 718, *Florida Statutes* ("Act"). The Association shall undertake the performance of and shall carry out the acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions and authorizations contained herein, in the Bylaws established pursuant to the requirements of these Articles, the Act and in the Declaration of Condominium which will be recorded in the public records of Hillsborough County, Florida, and further, may exercise all powers granted to a condominium association under the Act. In addition, the Association may acquire, own, operate, lease, sell, trade or otherwise deal with any property, real or personal, as may become part of the Condominium ("Condominium Property") and as may be necessary or convenient for the administration of the Condominium. All defined terms contained these Articles shall have the same meanings as such terms are defined by the Declaration.

## ARTICLE III
## POWERS AND DUTIES

The Association shall have the following powers:

A. All of the powers and privileges granted to corporations not-for-profit under the law

pursuant to which this Corporation is chartered.

B. All of the powers reasonably necessary to implement and effectuate the purposes of the Association including, without limitation, the power, authority and right to:

1. Make and establish reasonable rules and regulations governing use of the Units, Common Elements and Limited Common Elements in and of the Condominium, as such terms will be defined in the Declaration.

2. Levy and collect assessments against Members of the Association to defray the Common Expenses of the Condominium, as provided in the Declaration and the Bylaws including, without limitation, the right to levy and collect assessments for the purposes of (i) acquiring, owning, holding, operating, leasing, encumbering, selling, conveying, exchanging, managing and otherwise dealing with the Condominium Property, including Units, which may be necessary or convenient in the operation and management of the Condominium, (ii) operating, maintaining and repairing the Surface Water or Stormwater Management System, and (iii) accomplishing the purposes set forth in the Declaration generally.

3. Maintain, repair, replace, operate and manage the Condominium Property, including the right to reconstruct improvements after casualty and to further improve and add to the Condominium Property.

4. Contract for the management of the Condominium and, in connection therewith, to delegate any and/or all of the powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Bylaws and the Act.

5. Enforce the provisions of these Articles of Incorporation, the Declaration, the Bylaws and all rules and regulations governing use of the Condominium which may hereafter be established.

6. Exercise, undertake and accomplish all of the rights, duties and obligations which may be granted to or imposed upon the Association in the Declaration and the Act.

## ARTICLE IV
## MEMBERSHIP

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

A. The Owners of all Units in the Condominium shall be Members of the Association and no other persons or entities shall be entitled to membership.

B. Membership shall be established by the acquisition of a fee title to a Unit in the Condominium, or by acquisition of a fee ownership interest therein, by voluntary conveyance or operation of law, and the membership of any person or entity shall be automatically terminated when such person or entity is divested of all title or his entire fee ownership in such Unit; provided, that nothing herein contained shall be construed as terminating the membership of any person or entity owning fee title to or a fee ownership interest in two (2) or more Units at any time while such person or entity shall retain fee title to or a fee ownership interest in any Unit.

C. The interest 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 the Unit(s) owned by such Member. The funds and assets of the Association shall be expended, held or used only for the benefit of the membership and for the purposes authorized herein, in the Declaration and in the Bylaws.

D. On all matters upon which the membership is entitled to vote as hereinafter provided, there shall be one, and only one, vote for each Unit in the Condominium, which vote may be exercised or cast by the Owner (s) of each Unit as provided for in the Bylaws. Should any Member own more than one Unit, such Member shall be entitled to exercise or cast one vote for each such Unit, in the manner provided for in the Bylaws.

E. Until such time as the parcel of real property within the Condominium Property and the improvements now and/or to be constructed thereon, are submitted to the Condominium form of ownership by recordation of a Declaration of Condominium therefor in the public records of Hillsborough County, Florida, the membership of the Association shall be comprised of the Members of the first Board of Directors as set forth in these Articles, each of whom shall be entitled to cast a vote on all matters upon which the membership would be entitled to vote.

## ARTICLE V
## EXISTENCE

Existence of the Association shall commence with the filing of these Articles of Incorporation with the Florida Secretary of State, Tallahassee, Florida. The Association shall have perpetual existence unless the Condominium is terminated pursuant to the provisions of its Declaration, in which event the Association shall be dissolved in accordance with law.

## ARTICLE VI
## PRINCIPAL OFFICE

The principal office of the Association shall be located at 10003 Courtney Palms, Tampa, Florida 33619, but the Association may maintain offices and transact business in such places, within or without the State of Florida, as may from time to time be designated by the Board of Directors.

## ARTICLE VII

## OFFICERS

The affairs of the Association shall be managed by the President of the Association assisted by the Vice President (s), Secretary and Treasurer and, if any, the Assistant Secretaries and Assistant Treasurers, who shall perform the duties of such offices customarily performed by like officers of corporations in the State of Florida subject to the directions of the Board of Directors.

The Board of Directors shall elect a President, Secretary, Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board of Directors shall deem advisable from time to time. The President shall be elected from the membership of the Board of Directors, but no other officer need to be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, that the office of the President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. Officers shall be elected annually.

The officers of the Association, who shall hold office until their successors are elected pursuant to these Articles of Incorporation and the Bylaws, and have qualified, shall be the following:

| | |
|---|---|
| President | Peter Wenzel |
| Vice President, Secretary & Treasurer | Gary Burman |
| Asst. Secretary | Heidi Smith |

Officers of the Association may be compensated in the manner to be provided in the Bylaws. The Board of Directors, or the President with the approval of the Board of Directors, may employ a managing agent, agency and/or other managerial and supervisory personnel or entity to administer or assist in the administration of the operation and management of the Condominium and the affairs of the Association, and any and all such persons and/or entity or entities may be so employed without regard to whether any such person or entity is a Member of the Association or a Director or officer of the Association, as the case may be.

## ARTICLE VIII
## DIRECTORS

The number of members of the Board of Directors shall be not less than three (3). The initial members of the Board of Directors shall be appointed by the Developer. When Unit Owners other than the Developer own 15 percent or more of the units in a condominium that will be operated ultimately by an Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of administration of the Association. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the Association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the

Association have been conveyed to purchasers;

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

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

(e) Seven years after recordation of the Declaration of Condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the Declaration for the first Condominium it operates; or, in the case of an association operating a phase condominium created pursuant to ss. 718.403, 7 years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the Board of administration of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the units in the condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

Notwithstanding the foregoing, the Developer shall be entitled at any time to waive in writing its rights hereunder, and thereafter to vote in elections for members of the Board of Directors in the same manner as any other Member of the Association. After Unit Owners other than the Developer elect a majority of the members of the Board of Directors, the Developer shall, within a reasonable time and in a manner to be provided in the Bylaws and the Act, relinquish control of the Association and shall deliver to the Association all property of the Unit Owners and the Association held or controlled by the Developer. Meetings for the election of members of the Board of Directors shall be held annually, in a manner to be provided in the Bylaws. After the Developer has relinquished control of the Association, Unit Owners, upon affirmative vote of a majority of votes entitled to be cast by Members of the Association, may elect to expand the number of members of the Board of Directors from three (3) members to five (5) members.

The names and addresses of the members of the first Board of Directors who, subject to the provisions of the laws of Florida, these Articles of Incorporation and the Bylaws, shall hold office for the first year of the Association's corporate existence, and thereafter until their successors are elected and have qualified, are as follows:

Peter Wenzel
10003 Courtney Palms Blvd.
Tampa, FL 33619.

Gary Burman
10003 Courtney Palms Blvd.
Tampa, FL 33619

Heidi Smith
10003 Courtney Palms Blvd.
Tampa, FL 33619

## ARTICLE IX
## INCORPORATOR

The Incorporator under these Articles of Incorporation and his respective address, is set forth below:

Peter Wenzel
10003 Courtney Palms Blvd.
Tampa, FL 33619

## ARTICLE X
## BYLAWS

The original Bylaws of the Association shall be adopted by a majority vote of the Board of Directors of the Association at a meeting at which a majority of the Board of Directors is present, and, thereafter, the Bylaws may be altered or rescinded only by affirmative vote of two-thirds (2/3) of the votes entitled to be cast by Members of the Association.

## ARTICLE XI
## INDEMNIFICATION

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

## ARTICLE XII
## AMENDMENT TO ARTICLES

An amendment or amendments to these Articles of Incorporation may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the Members of the Association owning a majority of the Units in the Condominium, whether meeting as Members or by instrument in writing signed by them. Upon any amendment or amendments to these Articles of Incorporation being proposed by the Board of Directors or Members, such proposed amendment or amendments shall be adopted by a Resolution of the Board of Directors setting forth the proposed amendment and directing that it be submitted to a vote at an annual or special meeting of the Members. Such resolution shall be transmitted to the President of the Association or the acting chief-executive officer in the absence of the President, who shall thereupon call a special meeting of the members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from the receipt by him of the Resolution containing the proposed amendment or amendments, and it shall be the duty of the Secretary to give each Member written notice of such meeting stating the time and place of the meeting and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed or presented personally to each Member not less than fourteen (14) days nor more than thirty (30) days before the date set for such meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. Any Member may, by written waiver of notice signed by such Member, waive such notice, and such waiver when filed in the records of the Association, whether before, during or after the holding of the meeting, shall be deemed equivalent to the giving of such notice to such Member. At such meeting the amendment or amendments proposed must be approved by an affirmative vote of the Members owning not less than a majority of the Units in the Condominium in order for such amendment or amendments to become effective. Thereupon, such amendment or amendments of these Articles of Incorporation shall be transcribed and certified in such form as may be necessary to file the same in the office of the Secretary of State of the State of Florida. A certified copy of each such amendment of these Articles of Incorporation shall be recorded in the public records of Hillsborough County, Florida, within thirty (30) days from the date on which the same is filed in the office of the Secretary of State. Notwithstanding the foregoing provisions of this Article XII, no amendment to these Articles of Incorporation that shall abridge, amend or alter the right of Developer to designate and select members of the Board of Directors of the Association, as provided in Article VIII hereof, may be adopted or become effective without the prior written consent of Developer.

## ARTICLE XIII
## DISSOLUTION OF THE ASSOCIATION

The Association may be dissolved in accordance with the provisions of the Declaration and in accordance with law.

IN WITNESS WHEREOF, the Incorporator hereof has hereunto set his hand and seal this ____ day of _____, 200_.

_____
Peter Wenzel
Incorporator

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

IN COMPLIANCE WITH SECTION 48.091, *Florida Statutes* THE FOLLOWING IS SUBMITTED:

COURTNEY PALMS CONDOMINIUM ASSOCIATION, INC., DESIRING TO ORGANIZE OR QUALIFY UNDER THE LAWS OF THE STATE OF FLORIDA WITH ITS PRINCIPAL PLACE OF BUSINESS AT TAMPA, STATE OF FLORIDA, HAS NAMED Jeri Poller, 6013 NW 23rd Avenue, Boca Raton, FL 33496, AS ITS AGENT TO ACCEPT SERVICE OF PROCESS WITHIN FLORIDA.

**COURTNEY PALMS CONDOMINIUM ASSOCIATION, INC.,** a Florida corporation not-for- profit

By: _____
Peter Wenzel
Incorporator

DATED:_____

HAVING BEEN NAMED TO ACCEPT SERVICE OF PROCESS FOR THE ABOVE STATED CORPORATION, AT THE PLACE DESIGNATED IN THIS CERTIFICATE, I HEREBY AGREE TO ACT IN THIS CAPACITY, AND I FURTHER AGREE TO COMPLY WITH THE PROVISIONS OF ALL STATUTES RELATIVE TO THE PROPER AND COMPLETE PERFORMANCE OF MY DUTIES.

_____
Jeri Poller
Resident Agent
DATED: _____

**EXHIBIT "F"**

**(Bylaws of Courtney Palms Condominium Association)**

# BYLAWS
# OF
# COURTNEY PALMS CONDOMINIUM ASSOCIATION, INC.
**a Florida corporation not-for-profit**

## I. IDENTITY

A. These are the Bylaws of Courtney Palms Condominium Association, Inc. ("Association") a Florida corporation not-for-profit. The purpose of the Association is the administration, operation and management of a condominium known as Courtney Palms Condominium ("Condominium") as the same may now or hereafter be constituted, which Condominium is established in accordance with the Florida Condominium Act, Chapter 718, *Florida Statutes* ("Act"). The Association shall undertake the performance of and shall carry out the acts and duties incident to the administration, operation and management of the Condominium in accordance with the terms, provisions and authorizations contained herein in the Articles of Incorporation of the Association ("Articles") and in the Declaration of Condominium which will be recorded in the public records of Hillsborough County, Florida. In addition, the Association may own, operate, lease, sell, trade or otherwise deal with any property, real or personal, as may become part of the Condominium ("Condominium Property") and as may be necessary or convenient for the administration of the Condominium.

B. The provisions of these Bylaws are applicable to the Condominium and are subject to the provisions of the Articles. A copy of the Articles and a copy of these Bylaws will be annexed as exhibits to the Declaration of Condominium of the Condominium ("Declaration") which will be recorded in the public records of Hillsborough County, Florida. The terms and provisions of the Articles and Declaration shall control wherever the same may conflict herewith.

C. All Members of the Association, as defined in the Articles, and their invitees, including, without limitation, all present or future owners and tenants of dwelling units in the Condominium ("Units") and other persons using the Condominium or any of the facilities thereof in any manner, are subject to these Bylaws, the Articles and the Declaration.

D. The office of the Association shall be at 10003 Courtney Palms Blvd., Tampa, Florida 33619, or at such other place as may be established by resolution of the Board of Directors.

E. The fiscal year of the Association shall be the calendar year.

F. The seal of the Association shall bear the name of the Association, the word "Florida", the words "Corporation Not-For-Profit" and the year of incorporation.

## II. MEMBERSHIP, VOTING, QUORUM, PROXIES

A. The qualification of members of the Association ("Members"), the manner of their admission to the membership and termination of such membership and voting rights of

Members ("Voting Interests") shall be as set forth in Article IV of the Articles, the provisions of which are incorporated herein by reference.

B. A quorum at meetings of Members shall consist of twenty-five percent (25%) of the Voting Interests represented either in person or by proxy.

C. The vote of the owner (s) of a Unit owned by more than one natural person, as tenants in common, joint tenants (except a husband and wife as tenants by the entirety) a partnership, or any other association of natural persons, or by a corporation, a trust, or any other entity shall be cast or otherwise exercised, at all meetings at which Members of the Association are entitled to vote or otherwise act, by one natural person designated by the owner(s) of such Unit as the "Primary Occupant" thereof. In each instance where title to a Unit is proposed to be conveyed or is otherwise to become vested in more than one natural person (except a husband and wife as tenants by the entirety) a partnership, or any Association of natural persons, or a corporation, a trust, or any other entity, the prospective owner(s) shall, by written instrument acceptable to the Association ("Voting Certificate") designate one natural person as the Primary Occupant. The Voting Certificate shall be filed with the Association and the person so designated shall be and remain the Primary Occupant of the Unit until such designation has been revoked by written instrument executed by the owner(s) of the Unit or by lawful conveyance of the Unit. The Primary Occupant of the Unit shall be the only person entitled to cast or exercise, in person or by proxy, the vote of the owner(s) of such Unit at any meeting of Members or in connection with any action concerning which Members of the Association shall be required or allowed to vote or otherwise act.

D. Evidence of the approval or disapproval of the owner(s) of a Unit upon any matter, whether or not the subject of an Association meeting, shall be given to the Association by the same person who would cast the vote of such owner if in an Association meeting.

E. Except as otherwise required under the provisions of the Articles, these Bylaws or the Declaration, or where the same otherwise may be required by law, at any meeting of the general membership of the Association, which is duly called and at which time a quorum is present, the affirmative vote of the majority of the Voting Interests present shall be binding upon the Members.

F. Except as otherwise required under the provisions of these Bylaws, at any meeting of the Members, every Member having the right to vote shall be entitled to vote in person or by general or limited proxy as required by Section 718.112(2)(b)(2) *Florida Statutes*. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Member executing it.

## III. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP

A. The annual meeting of the Members shall be held at the office of the Association or such other place in Hillsborough County, Florida, and at such time as may be specified in the notice of the meeting, for the purposes of electing Directors and of transacting any other business authorized to be transacted by the Members.

B. Except as elsewhere provided in these Bylaws to the contrary, special meetings of the entire membership of the Association shall be held whenever called by the President or Vice-President or by a majority of the Board of Directors. A special meeting must be called by the officers upon receipt of a written request from Members of the Association owning a majority of the Voting Interests in the Condominium.

C. Notice of all meetings of Members, if any, shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member, if any (unless waived in writing). Each notice shall be written or printed and shall incorporate an identification of agenda items and shall state the time, place of and purpose for which the meeting is called. Notice of the Annual Meeting shall be given to each Member not more than thirty four (34) days prior to the date set for the meeting, and shall be mailed to each Member. Such notice shall be deemed properly given when deposited in the United States Mail addressed to the Member at his Post Office address as it appears on the records of the Association, with postage thereon prepaid. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed in accordance with this provision, to each Unit owner at the address last furnished to the Association. Each notice shall in addition be posted at a conspicuous place in the Condominium at least fourteen (14) continuous days prior to said meeting. Upon notice to all Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property, upon which all notices of Unit Owner meetings shall be posted. If any meeting of the Members cannot be held because a quorum is not present, or because a greater percentage of the Voting Interests required to constitute a quorum for a particular purpose is not present, wherever the latter percentage may be required as set forth in the Articles, the Bylaws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present.

D. At meetings of Members the President shall preside, or in his absence, the Vice President, or in the absence of both, the Members present shall select a chairman of the meeting. Minutes shall be kept in a businesslike manner and available for inspection by Directors, Members and their authorized representatives during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

E. Any Unit owner may tape record or videotape meetings of the Board of Directors and meetings of Members. Unit Owners have the right to speak at meetings of the Board of Directors and meetings of Members with reference to all designated agenda items.

F. The order of business at annual meetings of Members, and, as far as practical, at other meetings of Members, shall be:

1. Collection of election ballots not yet cast, where applicable.

2. Calling of the roll and certifying of proxies

3. Proof of notice of meeting or waiver of notice

4. Reading or waiver of reading of minutes of previous meeting of Members

5. Reports of officers

6. Reports of committees

7. Appointment by Chairman of inspectors of election

8. Election of directors

9. Unfinished business

10. New business

11. Adjournment

G. Members representing twenty-five percent (25%) of the Voting Interests, present in person or by proxy, shall be necessary to and shall constitute a quorum at all meetings of Members for the transaction of business, except as otherwise provided by statute, the Articles or these Bylaws. Except as is otherwise provided in these Bylaws, at any Members meeting, every Member having a right to vote shall be entitled to vote in person, or by limited proxy appointed by an instrument in writing subscribed by such Member.

## IV. BOARD OF DIRECTORS

A. The first Board of Directors shall consist of three (3) persons. When Unit Owners, other than the Developer own 15 percent or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect no less than one-third of the members of the Board of Directors of the Association. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of the Association:

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

(b) Three months after 90 percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(c) When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
(d) When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
(e) Seven years after recordation of the declaration of condominium; or, in the case of an association operating a phase condominium created pursuant to ss. 718.403, 7 years after recordation of the declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5 percent of the Units in the condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned Units in the same manner as any other unit owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

After the Developer has relinquished control of the Association, Unit Owners, upon affirmative vote of a majority of votes entitled to be cast by members of the Association, may elect to expand the number of members of the Board of Directors from three (3) members to five (5) members.

B. Directors shall be elected in the following manner:

1. Commencing with the election of the first Board to succeed the Board comprised of the persons named in the Articles, Developer shall designate that number and the identity of the members of the Board which it shall be entitled to designate in accordance with the Articles and these Bylaws, and upon such designation by Developer, by written instrument presented to the meeting at which such election is held, the persons so designated by Developer shall be deemed and considered for all purposes Directors of the Association and shall thenceforth hold the offices and perform the duties of such Directors until their successors shall have been elected or designated, as the case may be, and qualified in accordance with the provisions of these Bylaws.

2. For so long as the Developer shall retain the right to appoint at least one (1) member of the Board of Directors, all members of the Board of Directors whom Developer shall not be entitled to designate under these Bylaws shall be elected at large, by a plurality of the votes cast at the annual meeting of the general membership, immediately following designation of the members of the Board whom Developer shall be entitled to designate. Commencing after the Developer shall have lost or relinquished the right to appoint at least one (1) Director, the Directors shall be elected at large, by a plurality of the votes cast by the general membership at the meeting.

3. Not less than sixty (60) days before the scheduled election, the Association shall mail or deliver, whether by separate Association mailing or included in another Association mailing or delivery, to each Unit Owner entitled to a vote, the first notice of the date of the election. Any Unit Owner or other eligible person desiring to be a candidate for the Board of

Administration must give written notice to the Association not less than forty (40) days before scheduled election. Upon request of the candidate, the Association shall include an information sheet, no larger than 8 1/2 x 11, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. The Association has no liability for the contents of the information sheets prepared by the candidate. Together with the written notice and agenda required pursuant to Section 718.112 (2) (d), subparagraph 2, the Association shall mail or deliver a second notice, no less than fourteen (14) days and no more than thirty four (34) days prior to the election, to all Unit Owners entitled to vote therein, together with a ballot that shall list all candidates. The second notice and accompanying documents shall not contain any communication by the Board that endorses, disapproves or otherwise comments on any candidate. Accompanying the ballot shall be an outer envelope addressed to the person or entity authorized to receive the ballots and a smaller inner envelope in which the ballot shall be placed. The exterior of the outer envelope shall indicate the name of the voter, and the unit or unit numbers being voted, and shall contain a signature space for the voter. Once the ballot is filled out, the voter shall place the completed ballot in the inner smaller envelope and seal the envelope. The inner envelope shall be placed within the outer larger envelope, and the outer envelope shall then be sealed. Each inner envelope shall contain only one ballot, but if a person is entitled to cast more than one ballot, then separate inner envelopes required may be enclosed within a single outer envelope. The voter shall sign the exterior of the outer envelope in the space provided for such signature. The envelope shall either be mailed or hand delivered to the Association. Upon receipt by the Association, no ballot may be rescinded or changed. No Unit Owner shall permit any other person to vote his ballot, and any such ballot improperly cast shall be invalid. The regular election shall occur on the date of the annual meeting.

4. Vacancies on the Board may be filled to expire on the date of the next annual meeting by the remaining Directors except that, should any vacancy in the Board be created in a directorship previously filled by any person designated be Developer, such vacancy should be filled by Developer designating by written instrument delivered to any office of the Association, the successor Director, who shall fill the vacated directorship for the unexpired term thereof.

5. If, at the time of the first annual meeting of Members, Unit owners other than the Developer are entitled to elect some or all of the Directors, the terms of office of not more than two (2) such Directors receiving the highest plurality of votes shall be two (2) years, and the terms of office of the remaining Director or Directors elected by the next highest plurality of votes shall be one (1) year. If, at the time of the first annual meeting of Members, Developer is entitled to designate some or all of the Directors, Developer shall have the right to designate for two (2) year terms that number of Directors which together with the Directors elected by other Unit owners, if any, total three (3) Directors. The remaining Director or Directors designated by the Developer, if any, shall have terms of office of one (1) year; the intention being that terms of office of Directors be staggered after the first annual meeting with up to three (3) Directors elected by Unit owners other than the Developer to serve the initial two (2) year terms. Thereafter, as many Directors shall be elected, or designated by Developer as the case may be, for two (2) year terms, as there are regular terms of office for Directors expiring at such times. Directors shall hold office for the terms to which elected or designated, and thereafter until their

successors are duly elected, or designated by the Developer, and qualified, or until removed in the manner elsewhere herein provided or provided by law.

6. In the election of Directors, there shall be appurtenant to each Unit one (1) vote for each Director's position which is to be filled at that meeting; provided, however, that no Member or owner of any Voting Interest may cast more than one (1) vote per Unit or Voting Interest owned for any person nominated as a Director, it being the intent hereof that the voting of Directors shall be non-cumulative.

7. The election of Directors shall be by written ballot. Proxies shall not be used in electing Directors, except that limited proxies may be used to elect or replace Directors in the event of recall.

8. Within seventy-five (75) days after Unit owners other than the Developer are entitled to elect a member or members of the Board of Directors of the Association, the Association shall, as otherwise provided in accordance with the provisions of these Bylaws, call and give not less than sixty (60) days notice of an election for members of the Board. Such meeting may be called and the notice given by any Unit Owner if the Association fails to do so within the time prescribed herein. Election of such Directors by the Unit Owners shall be conducted in the manner provided in these Bylaws. Upon election of the first Unit Owner other than the Developer to the Board, the Developer shall forward to the Division of Florida Land Sales, Condominiums and Mobile Homes the name and mailing address of such Unit Owner member.

9. In the event that Developer selects any person or persons to serve on any Board, Developer shall have the absolute right at any time, in its sole discretion, to replace any such person or persons with another person or other persons to serve on the Board. Replacement of any person or persons designated by Developer to serve on any Board shall be made by written instrument delivered to any officer of the Association, which instrument shall specify the name or names of the person or persons designated as successor or successors to the persons so removed from the Board. The removal of any Director and designation of his successor shall be effective immediately upon delivery of such written instrument by Developer to any officer of the Association.

C. The organizational meeting of a newly elected or designated Board shall be held within thirty (30) days of their election or designation, and shall be noticed as required by this Article IV.

D. Regular meetings of the Board may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least seven (7) days prior to the day named for such meeting, unless notice is waived.

E. Special meetings of the Board may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than three (3) days

notice of a special meeting shall be given to each Director, personally or by mail, telephone or telegram, which notice shall state the time, place and purpose of the meeting. Adequate notice to the Members of all meetings (regular and special) of the Board, or any committee thereof at which a quorum of the members of that committee are present, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours in advance of the meeting, except in an emergency. The notice shall specifically incorporate an identification of agenda items. Upon prior notice to all Unit Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property upon which notices of all Board meetings shall be posted. All meetings of the Board shall be open to all Unit Owners. Notice of any meeting of the Board or any committee thereof where the Association's budget or where regular assessments against Unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Written notice of any meeting of the Board or any committee thereof at which non-emergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to the Members and posted conspicuously on the Condominium Property not less than fourteen (14) continuous days prior to the meeting. The Secretary of the Association shall provide an Affidavit, to be included in the official records of the Association, confirming that notice of such meeting was provided in accordance with this provision, to each Unit Owner.

F. Minutes of all meetings of the Board shall be kept in a businesslike manner and available for inspection by Members and Directors during normal business hours at the principal office of the Association. The Association shall retain these minutes for a period of not less than seven (7) years.

G. Any Director may waive notice of a meeting before, at or after the meeting by signing a waiver of notice and placing it in the minute book, and such waiver shall be deemed equivalent to the giving of notice.

H. A quorum at meetings of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. The acts of the Board approved by a majority of the votes present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except as may be specifically otherwise provided in the Articles, these Bylaws or the Declaration. A Director of the Association who is present at a meeting of the Board at which action on any Association matter is taken shall be presumed to have assented to the Action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest. If any meeting of the Board cannot be held because a quorum is not present, or because the greater percentage of the Directors required to constitute a quorum for particular purposes is not present, wherever the latter percentage of attendance may be required as set forth in the Articles, these Bylaws or the Declaration, the Directors who are present may adjourn the meeting from time to time until a quorum, or the required percentage of attendance if greater than a quorum, is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice to the Directors, however notice of the adjourned meeting must be given in accordance with Paragraph G, Article III and Paragraph E, Article IV hereof. All meetings of the Board of Directors shall be

open to all Unit Owners, unless otherwise provided by law.

I. The presiding officer of meetings of the Board shall be the President of the Association. In the absence of the presiding officer, the Directors present shall designate one of their number to preside.

J. All of the powers and duties of the Association shall be exercised by the Board, including those existing under the laws of Florida, the Articles, these Bylaws and the Declaration. Such powers and duties shall be exercised in accordance with the Articles, these Bylaws and the Declaration, and shall include, without limitation, the right, power and authority to:

1. Make, levy and collect assessments, including without limitation, assessments for reserves and for improvements to Condominium Property, against Members and Members' Units to defray the costs of the Condominium, and use the proceeds of assessments in the exercise of the powers and duties of the Association;

2. Maintain, repair, replace, operate and manage the Condominium wherever the same is required to be done and accomplished by the Association for the benefit of Members;

3. Repair and reconstruct improvements after casualty;

4. Make and amend regulations governing the use of the property, real and personal, in the Condominium, provided that such regulations or amendments thereto shall not conflict with the restrictions and limitations which may be placed upon the use of such property under the terms of the Articles and Declaration;

5. Acquire, own, hold, operate, lease, encumber, convey, exchange, manage and otherwise trade and deal with property, real and personal, including Units of and in the Condominium as may be necessary or convenient in the operation and management of the Condominium and in accomplishing the purposes set forth in the Declaration;

6. Contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties including, but not limited to, the performance of such functions as the submission of proposals, collection of assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the common elements with funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association;

7. Enforce by legal means the provisions of the Articles, these Bylaws, the Declaration and all regulations governing use or property of and in the Condominium hereafter adopted;

8. Pay all taxes and assessments which are liens against any part of the Condominium other than Units and the appurtenances thereto, and assess the same against the Members and their respective Units subject to such liens;

9. Carry insurance for the protection of Members and the Association against casualty and liability;

10. Pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed to the owners of the separate Units; and pay the water and sewer bills applicable to the Units on behalf of the Members, allocate the charges therefore and bill each Member based on useage; and

11. Employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

12. A limited power to convey a portion of the common elements to a condemning authority for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

13. Respond to written inquiries in the manner as provided in 718.112(2)(a)(2) *Florida Statutes*

K. The first Board of Directors of the Association shall be comprised of those members of the Board as described in the Articles, who shall serve until their successors are designated by Developer or elected at the first annual meeting of the Members. Should any member of the First Board be unable to serve f or any reason, the Developer shall have the right to select and designate a successor to act and serve for the unexpired term of the Director who is unable to serve.

L. Any member of the Board may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Voting Interests. A special meeting of the Members to recall a member or members of the Board may be called by ten percent (10%) of the Voting Interests giving notice of the meeting in the same manner as notice of the call of a special meeting of the Members is required as set forth in Article IV, Paragraph C, and the notice shall state the purpose of the meeting. Such special meeting to recall a member or members of the Board is subject, however to the right of Developer to elect Directors as provided herein.

1. If the recall is approved by a majority of all Voting Interests by a vote at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board, within five (5) full business days, any and all records and property of the Association in their possession or shall proceed as set forth below.

2. If the proposed recall is by an agreement in writing by a majority of all Voting Interests, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 47, *Florida Statutes*, and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the board, within five (5) full business days, any and all records and property of the Association in their possession or proceed as described below.

3. If the Board determines not to certify the written agreement to recall a member or members of the Board or does not certify the recall by a vote at a meeting the Board shall, within five (5) full business days after the meeting, file with the Division of Florida Land Sales, Condominiums and Mobile Homes ("Division") a petition for arbitration pursuant to the procedures in Section 718.1255, *Florida Statutes*. For the purposes of this provision, the Unit owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, *Florida Statutes*. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.

4. If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit owner recall meeting, the recall shall be deemed effective and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.

5. If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors, notwithstanding any provision to the contrary contained in this Paragraph L. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with procedural rules of the Division, if any, which rules need not be consistent with this Paragraph L, providing for procedures governing the conduct of the recall election as well as the operation of the Association during the period after a recall, but prior to the recall election.

M. Notwithstanding anything contained in these Bylaws to the contrary, any meeting of members of the Board may be held at any place, within or without the State of Florida, designated in the notice of any such meeting.

## V. **OFFICERS**

A. The Board shall elect a President, Secretary, Treasurer and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall deem advisable from time to time. The President shall be elected from the membership of the Board, but no other officer need be a Director. The same person may hold two (2) offices, the duties of which are not incompatible; provided, however, that the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person. The Board may from time to time elect such other officers, and designate their powers and duties, as the Board may deem necessary to properly manage the affairs of the Association. Officers may be removed from office by the Board.

B. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties which are usually vested in the office of President of a corporation not-for-profit including, but not limited to, the power to appoint committees from among the Members from time to time, as he may in his discretion determine appropriate, to assist in the conduct of the affairs of the Association. He shall have such additional powers as the Board may designate.

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

D. The Secretary shall keep the minutes of all proceedings of the Board and the Members. He shall attend to the giving and serving of all notices to the Members and the Board, and such other notices as may be required by law. He shall have custody of the seal of the Association and affix the same to instruments requiring a seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation not-for-profit and as may be required by the Board and the President. The Assistant Secretary shall perform the duties of Secretary when the Secretary is absent.

E. The Treasurer shall have custody of all of the Property of the Association including funds, securities and evidences of indebtedness. He shall keep the assessment roll and accounts of the Members; he shall keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the office of Treasurer.

F. The compensation of all officers and employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from employing a Director as an employee of the Association, nor preclude contracting with a Director for the management of the Condominium.

## VI. FIDELITY BONDING OF OFFICERS AND DIRECTORS

The Association shall obtain and maintain adequate insurance or fidelity bonds for all persons who control or disburse funds for the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding.

## VII. OFFICIAL RECORDS

A. From the inception of the Association, the Association shall maintain a copy of each of the following where applicable, which shall constitute the official records of the Association;

1. The plans, permits, warranties and other items provided by the Developer applicable to the Condominium;

2. A photocopy of the recorded Declaration and all amendments thereto;

3 A photocopy of these Bylaws as recorded and all amendments thereto;

4. A certified copy of the Articles and amendments thereto;

5. A copy of the current Rules and Regulations of the Association;

6. The Association minute book containing the minutes of all meetings of the Association, of the Board, and of Unit owners, which minutes shall be retained for a period of not less than seven (7) years;

7. A current roster of all Unit owners, their mailing addresses, Unit identifications, Voting Certificates, and if known, telephone numbers;

8. All current insurance policies of the Association and the Condominium;

9. A current copy of any management agreement, lease, or other contract to which the Association is a party or under which the Association or the Unit owners have an obligation or responsibility;

10. Bills of sale or transfer for all property owned by the Association;

11. Accounting records for the Association maintained according to good accounting practices. All accounting records shall be maintained for a period of not less than seven (7) years. The accounting records shall include, but are not limited to:

    (a) Accurate, itemized, and detailed records of all receipts and expenditures.

    (b) A current account and a monthly, bimonthly or quarterly statement of the account for each Unit designating the name of the Unit owner, the due date and amount of each assessment, the amount paid upon the account, and the balance due.

    (c) All audits, reviews, accounting statements and financial reports of the Association or Condominium.

(d) All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one (1) year.

12. Ballots, sign-in sheets, voting proxies, and all other papers relating to voting by unit owners, which shall be maintained for a period of 1 year from the date of the election, vote, or meeting to which the document relates.

13. All rental records where the Association is acting as agent for the rental of Condominium Units.

B. The official records of the Association shall be maintained in Hillsborough County, Florida.

C. The official records of the Association shall be open to inspection by any Association member or the authorized representative of such member at all reasonable times.

## VIII. FISCAL MANAGEMENT

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

A. The assessment roll shall be maintained in a set of accounting books in which there shall be an account for each Unit. Such account shall designate the name and mailing address of the owner(s) of each Unit, the amount of each assessment against the owner(s) of each Unit, the amount paid, and the balance due upon each assessment.

B. The Board shall adopt for, and in advance of, each fiscal year, a budget for the Condominium showing the estimated costs of performing all of the functions of the Association as such Condominium for the year. The budget shall show the total estimated expenses of the Association for that year and shall contain an itemized breakdown of the Common Expenses, which shall include, without limitation, the costs of operating and maintaining the Common Elements and Limited Common Elements, taxes on Association property, wages and salaries of Association employees, management, legal and accounting fees, office supplies, public utility services not metered or charged separately to Units, premiums for insurance carried by the Association and reserve accounts and/or funds which may be established from time to time by the Board as provided in the Declaration. Each budget shall also show the proportionate share of the total estimated expenses to be assessed against and collected from the owner(s) of each Unit and due date(s) and amount of installments thereof. Copies of the proposed budget and proposed assessments shall be transmitted to each Member on or before January 1 of the year for which the budget is made. If any budget is subsequently amended, a copy shall be furnished to each affected Member. Delivery of a copy of any budget or amended budget to a Member shall not affect the liability of any Member for any such assessment, nor shall delivery of a copy of such budget or amended budget be considered as a condition precedent to the effectiveness of the

budget and assessments levied pursuant thereto. Nothing herein contained shall be construed as a limitation upon the additional assessment in the event that any budget originally adopted shall appear to be insufficient to pay costs and expenses of operation and management or in the event of emergencies. In accordance with the provisions of 718.112(2)(f) *Florida Statutes* prior to turnover of control of the Association by the Developer to Unit Owners, the Developer may vote to waive the reserves for the first 2 fiscal years of the Association's operation, beginning with the fiscal year in which the initial Declaration is recorded, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Association in accordance with Section 718.112(2)(f) *Florida Statutes*. If a meeting of the unit owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved or a quorum is not attained, the reserves as included in the budget shall go into effect. After the turnover, the Developer may vote its voting interest to waive or reduce the funding of reserves.

C. A copy of the proposed annual budget of the Association shall be mailed or hand delivered to each Member at the address last furnished to the Association not less than fourteen (14) days prior to the meeting of the Board at which the budget will be considered, together with a notice of the time and place of that meeting. The Secretary of the Association shall provide an Affidavit, to be included in the official records of the Association, confirming that notice of such meeting was provided in accordance with this provision to each Unit owner. Such meeting of the Board shall be open to Members. If a budget is adopted by the Board which requires assessment of the Members in any budget year exceeding one hundred fifteen percent (115%) of such assessments for the preceding budget year, upon written application of ten percent (10%) of the Voting Interests, a special meeting of the Members shall be held upon not less than fourteen (14) days written notice to each Member, but within thirty (30) days of the delivery of such application to the Board or any member thereof, at which special meeting Members shall consider and adopt a budget. Any such budget shall require a vote of not less than two-thirds (2/3) of the whole number of all Voting Interests. The Board may in any event first propose a budget to the Members at any such meeting of Members or by writing, and if such budget or proposed budget be approved by a majority of the whole number of all Voting Interests, either at such meeting or by writing, such budget shall be adopted and shall not thereafter be reexamined by the Members in the manner hereinabove set forth. If a meeting of the Unit owners has been called pursuant to this provision and a quorum is not attained or a substitute budget is not adopted by the Unit owners, the budget adopted by the Board shall go into effect as scheduled.

D. In determining whether assessments exceed one hundred fifteen percent (115%) of similar assessments in the prior budget year, there shall be excluded from the computation reasonable reserves made by the Board for repair and replacement of Condominium Property; anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis; and assessments for improvements to the Condominium Property. Provided, however, that so long as Developer is in control of the Board of Directors, the Board shall not impose an assessment for a budget year greater than one hundred fifteen (115%) of the prior budget year's assessment without approval of a majority of the whole number of all Voting Interests. Prior to turnover of control of the Association by the Developer to Unit Owners other than the Developer pursuant to 718.301 *Florida Statutes*, the Developer may vote to waive the

reserves or reduce the funding of reserves for the first 2 fiscal years of the Association's operation, beginning with the fiscal year in which the initial declaration is recorded, after which time reserves may be waived or reduced only upon the vote of a majority of all nondeveloper voting interests voting in person or by limited proxy at a duly called meeting of the Association. If a meeting of the Unit Owners has been called to determine whether to waive or reduce the funding of reserves, and no such result is achieved or a quorum is not attained, the reserves as included in the budget shall go into effect. After the turnover, the Developer may vote its voting interest to waive or reduce the funding of reserves in accordance with 718.112(2)(f)(2) *Florida Statutes*.

E. Upon adoption of budgets, the Board shall cause written copy thereof to be delivered to all Members. Assessments shall be made against the Units pursuant to procedures established by the Board, and in accordance with terms of the Declaration and Articles. Members shall be liable to pay assessments not less often than quarterly. Provided, however, that the lien or lien rights of the Association shall not be impaired by failure to comply with procedures established pursuant to these Bylaws.

F. To provide funds necessary for proper operation and management of the Condominium, the Association shall have the right to make, levy and collect assessments against the Members and their respective Units to pay their share of Common Expenses. Assessments by the Association against each Member and his Unit shall be the fractional share of the total assessments to be made against all Members and their Units as set forth in the Declaration.

G. The specific purpose or purposes of any special assessment imposed by the Board shall be set forth in a written notice of such assessment sent or delivered to each Unit owner in the manner prescribed for giving notice of meetings to the Unit owners as described in these Bylaws. The funds collected pursuant to a special assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered common surplus.

H. All sums collected by the Association from all assessments against all Units in the Condominium may be commingled in a single fund, or divided into more than one fund, as determined from time to time by the Board of Directors; provided, however, that reserve and operating funds of the Association shall not be commingled but shall be maintained in separate accounts at all times.

## IX. PARLIAMENTARY RULES AND ARBITRATION

A. Roberts' Rules of Order (latest edition) shall govern the conduct of corporation proceedings when not in conflict with the Articles, these Bylaws or the laws of Florida.

B. Internal disputes arising from the operation of the Condominium among Unit owners, the Association, their agents and assigns shall be subject to mandatory non-binding arbitration as provided in *Florida Statutes,* Section 718.1255.

## X. AMENDMENTS TO BYLAWS

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

A. Amendments to these Bylaws may be proposed by the Board, action upon vote of a majority of the Directors, or by members owning a majority of the Voting Interests in the Condominium, whether meeting as Members or by instrument in writing signed by them.

B. Upon any amendment or amendments to these Bylaws being proposed by the Board or Members, such proposed amendment or amendments shall be transmitted to the President of the Association or acting chief executive officer in the absence of the President, who shall thereupon call a special meeting of the Members for a date not sooner than twenty (20) days or later than sixty (60) days from receipt by such officer of the proposed amendment or amendments and it shall be the duty of the Secretary to give each Member written or printed notice of such meeting in the same form and in the same manner as notice of the call of a special meeting of the members is required as herein set forth; provided, that proposed amendments to the Bylaws may be considered and voted upon at annual meetings of the Members.

C. No Bylaw shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicator of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: ~~"Substantial~~"Substantial rewording of bylaw. See bylaw _____ for present ~~text.~~ text."

Nonmaterial errors or omissions in the bylaw process shall not invalidate an otherwise properly promulgated amendment.

D. In order for such amendment or amendments to become effective, the same must be approved by an affirmative vote of Members owning not less than two-thirds (2/3) of the Voting Interests in the Condominium. Thereupon, such amendment or amendments to these Bylaws shall be transcribed and shall include on the first page thereof a reference to the book and page of the public records where the Declaration is recorded, and shall be certified by the President and Secretary of the Association. A copy thereof shall be recorded in the public records of Hillsborough County, Florida, within fifteen (15) days from the date on which any amendment or amendments have been affirmatively approved by the Members.

E. At any meeting held to consider such amendment or amendments to these Bylaws, the written vote of any Member shall be recognized if such Member is not present at such meeting in person or by limited proxy, provided such written vote is delivered to the Secretary at or prior to such meeting.

F. Notwithstanding the foregoing provisions of this Article X, no amendment to these

Bylaws which shall abridge, amend or alter the rights of Developer may be adopted to become effective without the prior written consent of Developer. Notwithstanding the provisions contained herein for amendment to the Bylaws, no amendment to these Bylaws shall:

1. Change any "Condominium parcel,, (as defined in the Act) unless the record owner thereof and all record owners of liens thereon shall join in the execution and acknowledgment of the amendment;

2. Discriminate against any Unit owner or against any Unit or building or class of buildings comprising part of the Condominium Property, unless the record owners of all affected Units and record owners of all liens thereon shall join in the execution and acknowledgment of the amendment;

3. Change the share of Common Elements appurtenant to any Unit or Units or the share of any Unit owner in the Common Surplus, or increase the share of any Unit owner(s) in the Common Expenses, unless the record owner of all Units and record owners of all liens thereon shall join in the execution and acknowledgment of such amendments; and

4. Adversely affect the lien or priority or materially and adversely affect the rights and remedies of any first mortgagee of any Unit or of mortgagees holding liens on five (5) or more Units by virtue of any previously recorded mortgage on a Unit to an Institutional Lender as defined in the Declaration, unless the record owner of all liens on the Units affected shall join in the execution and acknowledgment of the amendment.

## XI. CERTIFICATE OF COMPLIANCE

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units with applicable fire and life safety codes.

The foregoing were adopted as the Bylaws of The Cascades at Holly Heights Condominium Association, Inc., a corporation not-for-profit under the laws of the State of Florida, at the organizational meeting of the Board of Directors on the _____ day of _____, 200_.

_____, Secretary
Print Name _____

ATTACHMENT 2

Estimated Operating Budget
Courtney Palms Condominium
Association, Inc.
January 1, 2005-December 31, 2005

| | Monthly | Annually |
|---|---|---|
| **I. Administration of the Association** | | |
| Accounting | $ 400.00 | $ 4,800.00 |
| Legal | 100.00 | 1,200.00 |
| Office Supplies and Expenses | 400.00 | 4,800.00 |
| Postage | 300.00 | 3,600.00 |
| Copier & Postage Lease | 500.00 | 6,000.00 |
| Misc. | 250.00 | 3,000.00 |
| **II. Salaries and Wages** | | |
| Property Manager | 3,000.00 | 36,000.00 |
| Asst. Prop. Manager | 2,700.00 | 32,400.00 |
| Maintenance Supervisor | 4,000.00 | 48,000.00 |
| Maintenance Technicians | 4,800.00 | 57,600.00 |
| Payroll Taxes, Workmen's Comp, Employee Benefits | 2,900.00 | 34,800.00 |
| **III. Maintenance and Repairs (including Service Contracts)** | | |
| Landscape Maintenance | 5,500.00 | 66,000.00 |
| Landscape Extras | 2,000.00 | 24,000.00 |
| Maintenance Supplies | 1,000.00 | 12,000.00 |
| Business Center | 150.00 | 1,800.00 |
| Pest Control | 100.00 | 1,200.00 |
| Pool & Jacuzzi | 250.00 | 3,000.00 |
| Irrigation & Sprinklers | 200.00 | 2,400.00 |
| Gen. Repairs and Maintenance | 250.00 | 3,000.00 |
| Mitigation Expense | 150.00 | 1,800.00 |
| Lake Maintenance | 200.00 | 2,400.00 |
| Clubhouse Supplies | 150.00 | 1,800.00 |
| **IV. Insurance** | | |
| Property Package including Liability, Contents, etc. | 9,961.08 | 119,533.00 |
| Fidelity Insurance | 38.92 | 467.00 |
| Workman's Compensation | 1,350.00 | 16,200.00 |
| Umbrella Liability | 700.00 | 8,400.00 |
| **V. Utilities** | | |
| Telephone | 400.00 | 4,800.00 |
| Water/Sewer | 4,000.00 | 48,000.00 |
| Electricity | 4,000.00 | 48,000.00 |
| Trash Removal | 2,000.00 | 24,000.00 |
| Gas | 250.00 | 3,000.00 |
| **VI. Misc. Expenses** | | |
| Operating Capital and other expenses | 697.00 | 8,364.00 |
| Taxes upon Association Property | 250.00 | 3,000.00 |
| Video Library | 50.00 | 600.00 |
| Security Provisions | 235.00 | 2,820.00 |
| Fees Payable to the Division | 118.00 | 1,416.00 |

| | | |
|---|---|---|
| **VII. Reserves** (See Note 7A below) | $ 5,848.25 | $ 70,179.00 |
| **Total Condominium Expenses without reserves** | $ 53,350.00 | $ 640,200.00 |
| Estimated Cost For Plan A3 (Royal)Type Unit without reserves | $ 107.80 | $ 1,293.60 |
| Estimated Cost for Plan A1 (Sago)Type Unit without reserves | $ 112.60 | $ 1,351.20 |
| Estimated Cost for Plan B (Sabal) Type Unit without reserves | $ 129.65 | $ 1,555.80 |
| Estimated Cost for Plan B1 (Canary) Type Unit without reserves | $ 131.80 | $ 1,581.60 |
| Estimated Cost for Plan Type C1 (Bismark) Unit without reserves | $ 159.52 | $ 1,914.24 |
| Estimated Cost for Plan Type D (Formosa) Unit without reserves | $ 162.80 | $ 1,953.60 |
| Estimated Cost for Plan Type E (Majesty) Unit without reserves | $ 190.50 | $ 2,286.00 |
| **Total Condominium Expenses with reserves** | $ 59,198.25 | $ 710,379.00 |
| Estimated Cost for Plan A1 (Sago)Type Unit with reserves | $ 124.99 | $ 1,499.88 |
| Estimated Cost for Plan A3 (Royal) Type Unit with reserves | $ 119.59 | $ 1,435.08 |
| Estimated Cost for Plan B (Sabal) Type Unit with reserves | $ 143.90 | $ 1,726.80 |
| Estimated Cost for Plan B1 (Canary) Type Unit with reserves | $ 146.30 | $ 1,755.60 |
| Estimated Cost for Plan C1 (Bismark) Type Unit with reserves | $ 177.00 | $ 2,124.00 |
| Estimated Cost for Plan D (Formosa) Type Unit with reserves | $ 180.60 | $ 2,167.20 |
| Estimated Cost for Plan E1 (Majesty) Type Unit with reserves | $ 211.40 | $ 2,536.80 |

| **Garage Budget** **Only applicable where Garages are a Limited Common Element** | Monthly | Annually |
|---|---|---|
| Electric | $ 294.00 | $ 3,528.00 |
| **Total Expenses without reserves** | $ 294.00 | $ 3,528.00 |
| **Reserves** (See Note 7B below) | $ 306.00 | $ 3,674.00 |
| **Total Expenses with Reserves** | $ 600.00 | $ 7,202.00 |
| Estimated Cost Per Unit without Reserves (regardless of Plan Type) | $ 3.00 | $ 36.00 |
| Estimated Cost Per Unit with Reserves (regardless of Plan Type) | $ 6.12 | $ 73.48 |

**Notes to Budgets**

Note 1 - Developer may be in control of the Board of Directors of the Condominium during the period of operation for which this budget has been prepared.

Note 2 - Any portion of any fee which is advanced by Developer shall be repaid by the Association to Developer.

Note 3 - Real estate taxes and assessments on individual Units are paid directly by the Unit Owners to the Hillsborough County tax assessor.

Note 4 - Items of expense that are personal to Unit Owners, or which are not uniformly incurred by all Unit Owners, or which are not provided for nor contemplated by the condominium documents, including, but not limited to, private telephone costs, costs of maintaining the interior of the Unit, cost or maid or janitorial services privately contracted for by the Unit Owners, insurance premiums other than those incurred by the Association and applicable to the condominium, debt service on a mortgage encumbering a Unit and like personal expenses of the individual Unit Owner have been excluded in the preparation of the estimated budget. While the Association will receive a bill for water, sewer and trash applicable to the Units, through a submetering agreement,the Unit Owner is to pay those sums to the submetering company who will remit the collected sums to the Association for payment. Those amounts are not included in this budget. If at any time submetering is no longer available, the water, sewer and trash charges will be added to the budget and become a common expense of the Association.

Note 5 - No management fee is being charged the Association and no management fee was contemplated in the preparation of the estimated budget. If the Association were to contract with a management company, it is more than likely that the Association would incur a management fee.

Note 6 - All dollar figures have been rounded to the nearest dollar with respect to reserves. Assessments have been rounded to the nearest tenth in some cases to achive a total balance to the reserves.

continued on next page

Note 7- Statutory Reserve Computations for replacement and deferred maintenance were made as follows:

A. Main Reserves applicable primary budget

| Reserve Item Replacement/ Deferred Maintenance | Estimated Life for replacement or deferred maintenance | Estimated Remaining Useful Life | Estimated Cost of Replacement/ Maintenance | Balance in Account | Annual Amount |
|---|---|---|---|---|---|
| Roof | 25 | 24 | $ 377,478 | $0 | $ 15,728 |
| Paint & Siding | 6 | 5 | $ 90,000 | $0 | $ 18,000 |
| Fitness Equipment | 8 | 7 | $ 75,000 | $0 | $ 10,715 |
| Pool-Deferred Maint | 30 | 29 | $ 150,000 | $0 | $ 5,172 |
| Clubhouse Furnishings | 10 | 9 | $ 35,000 | $0 | $ 3,889 |
| Paving | 25 | 24 | $ 143,148 | $0 | $ 5,965 |
| Drainage | 50 | 49 | $ 374,000 | $0 | $ 7,633 |
| Electric Systems | 15 | 13 | $ 40,000 | $0 | $ 3,077 |
| | | Total | | | $ 70,179 |

B. Garage Reserve applicable to Garage Budget

| Reserve Item Replacement/ Deferred Maintenance | Estimated Life for replacement or deferred maintenance | Estimated Remaining Useful Life | Estimated Cost of Replacement/ Maintenance | Balance in Account | Annual Amount |
|---|---|---|---|---|---|
| Roof | 25 | 24 | $31,720 | $0 | $1,322 |
| Paint & Siding | 6 | 5 | $11,760 | | $2,352 |
| | | Total | | | $3,674 |

Note 8 - There are 98 available Garages which may be assigned as a Limited Common Element. Unit Owners who purchase a garage will be assessed a monthly assessment in addition to the assessment applicable to all Unit Owners.
Garage assessments are on the basis of the percentage set forth in Exhibit B-1 of the Declaration regardless of Plan Type.
Assessments applicable to all Unit Owners are on the basis set forth in Exhibit B to the Declaration which is based on the square footage of the Units.

continued on next page

Note 9 - The Developer has exercised its right to extend its guarantee of assessments so that the Developer will fund, subject to the conditions set forth in Paragraph 23 of the Purchase Agreement, the difference in assessments in this year which exceed: As to Plan Type A1 (Royal) $1,679.87 per year or $139.99 per month; As to Plan Type A3 (Sago) $1,607.29 per year or $133.94 per month; and as to Plan Type B (Sabal) $1,934.02 or $161.17 per month; As to Plan Type B1 (Canary) $1,966.27 per year or $163.86 per month; as to Plan Type C1 (Bismark) $2,378.88 per year or $198.24 per month; As to Plan Type D (Formosa) $2,427.26 per year or $202.27 per month; As to Plan Type E1 (Majesty) $2,841.22 per year or $236.76 per month, all for the period ending 12/31/05.
Additionally, if a Unit Owner purchases a garage as a limited common element appurtenant to their Unit, the Developer will fund, subject to the conditions set forth in Paragraph 23 of the Purchase Agreement, as to each such Unit which has a garage as a limited common element, the difference in assessments in this year which exceed $82.20 per year or $6.73 per month for the period ending 12/31/05.

Note 10. - The Developer reserves the right to waive Reserves in accordance with the Condominium Act.

Note 11 - No submetering of electric exists with respect to Garages.

ATTACHMENT 3

# RULES AND REGULATIONS

# OF

# COURTNEY PALMS CONDOMINIUM ASSOCIATION, INC.

Pursuant to the authority vested in the Board of Directors of Courtney Palms Condominium Association, Inc. ("Association") the following rules and regulations of Courtney Palms Condominium ("Condominium") have been adopted by the Board of Directors of the Association ("Board") to govern the use of the Condominium Property ("Condominium Property") as defined in the Declaration of Condominium.

1. **Enforcement**. All violations of these rules and regulations shall be reported immediately to a member of the Board, an Association officer and/or the management agent. Disagreements concerning the proper interpretation and effect of these rules and regulations, shall be presented to and determined by the Board, whose interpretation of these rules shall be dispositive. In the event that any person, firm or entity subject to these rules and regulations fails to abide by them, as they are interpreted by the Board, they shall be liable to be fined by the Association for each such failure to comply or other violation of these rules and regulations. Such fine, which shall not exceed One Hundred and no/100 Dollars ($100.00) for each violation, shall be collected by the Association and shall become a part of the Common Surplus of the Condominium ("Common Surplus") as defined in the Declaration of Condominium. A fine may be levied on the basis of each day for a continuing violation, provided that no such fine shall in the aggregate exceed One Thousand and no/100 Dollars ($1,000.00). Nothing herein shall be construed to prohibit the Board from bringing an action at law or in equity, in the name of the Association, to enforce these rules and regulations, including the provision herein for fines. In the event any such action is instituted and reduced to judgment in favor of the Association, the Association shall be entitled to recover its costs and attorneys' fees incurred in enforcing these rules and regulations. Prior to the imposition of any fine, an offending party shall be given written notice of the violation and a reasonable opportunity for a hearing before a committee of not less than three (3) nor more than five (5) Unit Owners appointed by the Board. The written notice shall specify the provisions) of the Declaration of Condominium, Articles of Incorporation, Bylaws or these Rules which are alleged to be violated, shall include a short and plain description of the alleged violations), and shall state the date, time, and place at which the committee shall conduct a hearing with respect to the alleged violations), which hearing shall be conducted not less than fourteen (14) days from the offending party's receipt of the written notice. At the hearing, the party against whom the fine is proposed to be levied shall have an opportunity to respond, present evidence, and to provide written and oral argument on all issues involved and shall further have an opportunity to review, challenge, and respond to any material considered by the committee in making its determination that violations) have occurred. Following such hearing, the committee's decision with respect to the imposition of a fine shall be dispositive.

2. **Use of the Common Elements**. The Common Elements of the Condominium ("Common Elements") as defined in the Declaration of Condominium, are for the exclusive use of Unit Owners of the Condominium ("Unit Owner") and their immediate families, lessees, resident house guests and guests accompanied by a member, and no other person shall be permitted to use the Common Elements unless accompanied by a Unit Owner or a member of his immediate family, without the prior written consent of the Association.

3. **Noise**. All noise, including, without limitation, talking, singing, television, radio, record player, tape recorder or musical instrument, shall be kept at such volume level that the noise is not audible outside of the boundaries of the unit in which it originates.

4. **Children.** Children shall not play on or about the Condominium Property except under reasonable supervision by a responsible adult.

5. **Pets**. No Owner or occupant may keep any pets other than domesticated household pets on any portion of the Condominium, and no Owner or occupant may keep more than two household pets per Unit. No Owner or occupant may keep, breed or maintain any pet for any commercial purpose. Pets may not be left unattended outdoors. No structure for the care, housing or confinement of any pet shall be constructed or maintained on any part of the Common Elements, including Limited Common Elements, without prior written approval from the Board. Dogs must be kept on a leash and be under the physical control of a responsible person at all times while outdoors. The Board of Directors may designate certain areas of the Common Elements as designated dog walking areas. No pets may be left on a balcony or patio. Any feces left upon the Common Elements by dogs must be removed immediately by the owner of the dog or the person responsible for the dog. No cat owned by an Owner shall be permitted to roam the Common Elements. Each Owner shall register each pet with the Association.

No potbellied pigs, venomous snakes, Pit Bulldogs, Rottweillers or other animals determined in the Board's sole discretion to be dangerous may be brought onto or kept on the Condominium at any time. The Board may require that any pet which, in the Board's opinion, endangers the health of any Owner or occupant or creates a nuisance or unreasonable disturbance, be permanently removed from the Condominium upon seven (7) days written notice. If the Owner or occupant fails to do so, the Board may remove the pet. Any pet which, in the Board's sole discretion, presents an immediate danger to the health, safety or property of any community member may be removed by the Board without prior notice to the pet's owner.

Any Owner or occupant who keeps or maintains any pet upon the Condominium shall be deemed to have agreed to indemnify and hold the Association, its directors, officers and agents free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of keeping or maintaining such pet within the Condominium. Unit Owners maintaining cats on the Condominium Property, or whose guests, lessees or invitees bring any animal upon the Condominium Property, shall be responsible for, and bear the expense of any damage to persons or property resulting therefrom. The extent of

any such damage and the charges necessary to rectify the damage shall be determined by the Board and collected by the Association.

6. **Obstructions**. There shall be no obstruction or cluttering of the Condominium Property, including, without limitation, sidewalks, driveways, automobile parking spaces, lawns, entrances, elevators, stairways, patios, courts or vestibules or other Common Elements or areas.

7. **Destruction of Property**. There shall be no marking, marring, damaging, destroying or defacing of any part of the Condominium Property. Unit Owners shall be held responsible for, and shall bear any expense of such damage caused by the Unit Owner, his family, guests, lessees and/or invitees.

8. **Hurricane Shutters**. Upon issuance of hurricane warnings, standard hurricane shutters or panels, as approved by the Board, may be used; provided, that such shutters shall be removed forthwith when hurricane conditions have abated.

9. **Patios, Screen Porches, Windows and Doors**. Nothing shall be dropped, thrown, swept or otherwise expelled from any window. No plants, pots, receptacles or other decorative articles shall be kept, placed, hung or maintained on any railing or ledge, except for those items as may be permitted by F.S. 718.113(4). All loose or movable objects shall be removed from patios and screened porches upon notice of an approaching hurricane or other inclement weather characterized by conditions of high wind. Windows and doors shall not be altered from the condition in which originally constructed, including, without limitation, enclosure, alteration by painting, screening or installation of reflective materials, unless pursuant to the requirements of the Declaration of Condominium. Unit Owners shall be permitted to surface and re-surface Patios. Unit Owners shall not be permitted to screen or fence any portion of the patios and access to the air conditioning compressors must be available at all times. No sheds or storage of any kind shall be permitted on patios. Any furniture on patios shall be maintained in a neat and orderly manner. All patio furniture must be removed in the event of hurricane or other violent weather warning. For purposes of assessing fines for violation of this rule, each day during which this rule is violated shall constitute a separate violation of the rules for which a fine may be levied.

10. **Damage to Common Elements**. Unit Owners shall be responsible for and shall bear any expense of any damage to the Common Elements and Limited Common Elements caused by moving to or removing from their Unit household furnishings or other objects, or caused by any other deliveries to or from Units by their invitees.

11. **Resident and Vehicle Roster**.

a. Unit Owners in Full Time or Part Time Residence. Unit Owners shall provide the Association with contact information for day time telephone, evening telephone and email address for each Unit Owner and minor child residing with the Unit Owner. In the case of minor children who may reside with the Unit

Owner on a periodic basis, the Unit Owner will also provide the Association with an alternate day time telephone, evening telephone and email address of such minor child. Unit Owners shall also provide the Association with day time telephone, evening telephone and email address of any house guests over the age of 18 (residing in the Unit more than 3 weeks), whether or not related to the Unit Owner, with day time telephone, evening telephone and email address of such house guest, together with verification from a source approved by the Association, that such house guest over the age of 18 has not been convicted of a crime of moral turpitude or convicted of a felony.

b. Persons authorized to use the Unit in Unit Owner's absence. Each Unit Owner shall notify the Association in advance of the arrival and departure of guests or family members who have permission to use a Unit in the Unit Owner's absence. No person under eighteen (18) years of age shall occupy a Unit unless their parent or the Unit Owner is also in residence. Unit Owners shall also provide the Association with day time telephone, evening telephone and email address of any such persons, whether or not related to the Unit Owner, with day time telephone, evening telephone and email address of such persons, together with verification from a source approved by the Association, that such persons over the age of 18 has not been convicted of a crime of moral turpitude or convicted of a felony. This section shall apply to guests, house guests (residing in the Unit more than 3 weeks), tenants, house guests of tenants and guests of tenants. If a tenant authorizes a person to reside in a Unit in the tenant's absence, then such tenant shall be required to provide the Association with day time telephone, evening telephone and email address of such house guests (residing in the Unit more than 3 weeks) or guests, whether or not related to the Unit Owner, with day time telephone, evening telephone and email address of such house guest, together with verification from a source approved by the Association, that such persons over the age of 18 has not been convicted of a crime of moral turpitude or convicted of a felony. If the Unit Owner is a part time resident, then the Unit Owner shall provide the Association with an alternate mailing address, day time telephone, evening telephone and alternate email address, where applicable.

c. Units intending to be leased. Prior to any lease becoming effective, the Unit Owner shall register the prospective tenant with the Association providing the day time telephone, evening telephone and email address of such persons, together with verification from a source approved by the Association that the prospective tenant has not been convicted of a crime of moral turpitude or convicted of a felony.

d. Vehicles. All vehicles on the Condominium more than 3 days shall be registered with the Association, whether such vehicle is rented, owned or borrowed by a Unit Owner, guest, house guest, tenant of a Unit Owner, or guest or house guest of a tenant. All registered vehicles shall be identified by a registration tag or sticker supplied by the Association. The Association shall have temporary registration tags and/or stickers. Temporary registration tags shall be

for the time period stated on the registration. Permanent registration tags/stickers shall not be valid for more than one year. The Association may charge a fee not to exceed $2.00 for each such temporary registration and not more than $10.00 for each permanent registration tag/sticker. If a registered person changes vehicles during the registration period, or if the registration is lost, a one time replacement per year will be without charge. Thereafter, the Association reserves the right to charge up to the full amount for the replacement.

e. Changes to Information. If information changes with respect to any registration with the Association, such changes shall be submitted to the Association within two (2) weeks of any such change.

f. Written verification. All notices to the Association and provision of information to the Association shall be in writing and on forms prescribed by the Association from time to time.

12. **Signs**. No sign, nameplate, signal, advertisement or illumination shall be inscribed or exposed on or at any window, door, balcony or terrace without the express prior written consent of the Association.

13. **Keys**. The Association shall maintain a key to each Unit in the Condominium. No member shall change existing locks or install additional locks unless duplicate keys therefor are provided to the Association.

15. **Parking**. Unauthorized parking shall include:

A. Vehicles parked so as to impede ingress to or egress from other parking spaces, drives, roads or building entryways or parked in unauthorized spaces.

B. Parking of trailers, campers, trucks or other oversized vehicles without the consent of the Association.

C. Parking in a location which is restricted or reserved for another.

Except in the event of emergency, no vehicle maintenance or repairs shall be performed on the Condominium Property. No vehicles shall be washed, polished and/or waxed on the Condominium Property except in such specific area as may from time to time be designated by the Board for such activity.

16. **Compliance with Documents**. All Unit Owners and every lessee, guest or visitor of a Unit Owner shall comply with all of the terms, conditions, covenants, restrictions and limitations contained in the Declaration of Condominium, the Articles of Incorporation and the Bylaws.

17. **Rule Changes**. The Board reserves the right to change or revoke existing rules and regulations and to make such additional rules and regulations from time to time as, in

its opinion, shall be necessary or desirable for the safety and protection of the buildings and their occupants, to promote cleanliness and good order of the Condominium Property and to assure the comfort and convenience of Unit Owners; provided, such changes shall be with the consent of Unit Owners as provided in the Declaration of Condominium.

18. **Location for Posting Notices**. All notices of Unit Owner meetings and meetings of the Board shall be posted in the Club House.

19. **Barbeques.** Barbeques, grills, smokers or other cooking apparatus shall only be used in areas designated by the Association in compliance with applicable law and shall not be an annoyance to other Unit Owners. No barbeques, grills, smokers or other cooking apparatus may be used on balconies or patios.

20. **Awnings.** No awnings shall be permitted to be affixed to any portion of the Condominium.

21. **Garages**. Garages may only be used for storage so long as a vehicle can still park inside the garage. Garage doors shall be kept closed at all times, except when a Unit Owner is entering or exiting the garage. All personal property stored within a garage is the sole responsibility of the Owner. No parking shall be permitted in front of a garage so as to impede

22. **Moving**. Moving of furniture is permitted between the hours of 8:00 am, and 10:00p.m. only. Please arrange with your moving company to dispose of packing boxes used in moving. Residents are required to break down boxes and leave outside of compactor.

23. **Window Treatments**. You may hang your own drapes provided they have a white backing. Bed linens, towels, tinfoil, reflector film, etc., are not to be attached to the window which are visible from the exterior,

**24.** **Trash Removal**. Please use plastic garbage bags and tie them securely. It is imperative that all trash be placed inside the container. Also, all boxes are to be flattened. Trash should never be left on the ground beside the compactor or in entranceways. No hazardous items, flammable furniture materials, hot coals or fireplace remnants are to be disposed of in the containers/compactors.

25. **Storage Rooms.** Due to local fire regulations, gasoline, paint or other flammable materials may not be stored in storage units,

26. **Patios & Balconies.** Patios and balconies must be kept neat and clean at all times and cannot be used as storage areas. Hanging rugs or clothing and upholstered furniture is prohibited. Kindly refrain from tossing cigarettes or trash from patios or balconies. In compliance with County Fire Prevention Code, no charcoal cookers, grills, gasoline, stoves or similar devices can be used on balconies or patios or within fifteen (15) feet of any structure or building. Pets are not to be left unattended at any time on a

balcony or patio.

27. **Entrances.** To avoid fire hazards, entries, hallways, common areas and stairwells should be kept clean and uncluttered at all times, Items left in breezeways or other common areas will be disposed of. Toys, bicycles, wagons or carts are not to be left in entrances or in common areas.

28. **Pest Control.** The Association maintains the Common Elements only. Each Unit Owner is responsible for his/her own pest control inside his own Unit.

**29.** **Speed Limit.** Speed limits within the Condominium are limited to 10 mph. Please drive carefully and watch out for children.

**30.** **Satellite Dishes**. Any satellite dish requires the prior written consent of the Association and in areas as may be designated by the Association.

**31.** **Swimming Pool Policies.** Swimming Pool policies are posted at the swimming pool.

ATTACHMENT 4

**ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, *FLORIDA STATUTES*, TO BE FURNISHED BY A DEVELOPER TO A PURCHASER OR LESSEE.**

# COURTNEY PALMS CONDOMINIUM
# PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is entered into as of _____, 200_ by and between **COURTNEY PALMS ACQUISITION, LLC,** a Delaware limited liability company, whose address is 10003 Courtney Palms Blvd., Tampa, Florida 33619 ("Developer") and

_____
(write names as they should appear on deed)

("Purchaser") whose address is
Street Address: _____
City: _____ State: _____ zip: _____
Home Phone: _____ Office Phone: _____ Cellular: _____
Email Address: _____
Tax Identification Nos.: _____ and _____

## RECITALS

A. Developer is marketing a condominium conversion project known as Courtney Palms Condominium ("Condominium") which is more particularly described in the Declaration Of Condominium for Courtney Palms Condominium recorded or to be recorded in the public records of Hillsborough County, Florida ("Declaration").

B. Developer has offered to sell and Purchaser has agreed to purchase the unit in the Condominium described in Paragraph I below subject to the terms, conditions and provisions of this Agreement.

NOW, THEREFORE, the parties agree as follows:

1. **AGREEMENT TO SELL AND PURCHASE.** Developer agrees to sell and Purchaser agrees to purchase the following Unit: Unit Number _____ in Building Number ____ as described in the Declaration ("Unit") and together with the appurtenant undivided interest in the Common Elements and the Common Surplus, as defined in the Declaration, together with Parking Space Number ___ (collectively referred to herein as the "Property"). This Unit has been previously occupied.

2. **PURCHASE PRICE, METHOD OF PAYMENT AND MODIFICATION OF PURCHASE PRICE FOR SELECTION OF OPTIONS**. The Purchase Price for the Property

shall be:

| | |
|---|---|
| Unit | $_____ |
| Parking Space | $_____ |
| Total Purchase Price | $_____ |

which Total Purchase Price, subject to adjustments and prorations as provided herein, shall be paid by Purchaser to Developer as follows:

| | |
|---|---|
| (a) Deposit paid upon execution of this Agreement, receipt acknowledged subject to collection | $_____ |
| (b) Additional cash deposit due within fifteen (15) days after the date of this Agreement | $_____ |
| (c) Balance of Purchase Price due in cash at closing | $_____ |
| (d) Total Purchase Price | $_____ |

A failure to make payments when due shall render this Agreement in default in accordance with Paragraph 9 hereafter.

2. **USE OF DEPOSITS.**

(a) All sums paid prior to closing under Paragraph 2 above ("Deposits") shall be made payable to and held by Hammer Title Insurance Company, whose address is 4016 Henderson Blvd., Tampa, FL 33629 ("Escrow Agent"), and disbursed in accordance with the terms of this Agreement. The Deposits shall be held in a non-interest bearing account. Purchaser will receive a receipt for the Deposits from Escrow Agent upon request.

(b) Developer agrees to give Purchaser a credit at closing (if, but only if, the transaction contemplated by this Agreement is properly closed in accordance with the Agreement terms) in an amount equal to the amount of the Deposits, which shall be disbursed to Seller at Closing. In the event Purchaser properly terminates the Agreement pursuant to its terms, or pursuant to the provisions of the Florida Condominium Act, Purchaser shall be entitled to receive the Deposits from Escrow Agent.

3. **CONDITION OF THE UNIT.** Purchaser shall have an opportunity to inspect the Unit within 15 days of the date that Purchaser executes this Agreement and accept the Unit in its as is, where is condition. Developer agrees to deliver the Unit to Purchaser in its the same condition at Closing, reasonable wear and tear excepted. Purchaser shall have an opportunity to re-inspect the Unit within ten (10) days of the Closing Date, upon notice from Developer to Purchaser. A failure of Purchaser to inspect the Unit prior to Closing shall be deemed a waiver of Purchaser's rights to object to the condition of the Unit under the terms set forth herein. In the event that the condition of the Unit has materially deteriorated from the initial inspection, Purchaser and Developer shall agree upon a "punchlist", listing such defects, for the repair of the Unit, but Developer's agreement to make such corrections shall not be grounds for delaying or deferring the Closing, nor for permitting any conditions to the Closing. If the Unit is conveyed subject to a lease, the tenant shall be responsible for maintenance of the Unit, in accordance with the terms of

the lease, and Purchaser shall look to the tenant and the security deposit placed by such tenant with respect to any damage to the Unit, and Developer shall have no responsibility therefore. Purchaser acknowledges that the Unit will be finished in the Developer's standard format, unless a Developer upgrade package has been selected by Purchaser. Purchaser further acknowledges the sales models contain furnishings and finishes which are not a part of the standard format. Please consult your on site sales associate for information regarding the Developer standard and the current upgrade packages available.

The condominium floor plans and the dimensions and square footage calculations shown thereon are only approximations. Any Purchaser who is concerned about any representations regarding the floor plans should do his/her own investigation as to the dimensions, measurements and square footage of his/her Unit. Notwithstanding the foregoing, the square footages as shown on the condominium floor plans shall be deemed accurate for purposes of the Condominium.

4. **FINANCING.** This Agreement is __ is not __ subject to financing. With respect to any sums to be paid by Purchaser in cash pursuant to this Agreement, Purchaser represents that he/she has the sums necessary to consummate the transaction. Purchaser agrees to provide verification to Developer, upon request. If this Agreement is not subject to financing, the following shall have no application. If this Agreement is subject to financing, then the following shall apply:

(a) If this Agreement is subject to financing, this Agreement is made conditioned upon Purchaser's ability to obtain a loan approval for the purchase of the Unit within 15 days of the date that Purchaser executes this Agreement. Purchaser shall apply for such loan and diligently pursue such application. Purchaser agrees to cooperate fully with Seller and the lender in processing the loan application. Seller or its designated agent, is authorized to contact such lender from time to time regarding the status of said loan. Purchaser warrants that, at closing, Purchaser will have sufficient cash to complete the purchase of the Unit.

(b) Purchaser shall provide Seller with written evidence of approval for a loan for purchase of the Unit under the terms and conditions set forth in this Agreement on or before 15 days from the date of Seller's acceptance of this Agreement. Upon receipt of evidence of loan approval by Seller, this contingency shall no longer apply and this transaction shall be deemed an all cash transaction. In the event the loan is disapproved, or approved subject to conditions and evidence of such disapproval or approval subject to conditions is provided to Seller within said 15 day period with a notice to Seller of Purchaser's request to terminate this Agreement, then Purchaser may terminate the Agreement, Escrow Agent shall return the Deposits to Purchaser and all further rights, obligations and liabilities created hereunder shall be deemed terminated and of no further force and effect. Should Purchaser fail to provide a notice to Seller of Purchaser's request to terminate this Agreement within said 15 day period, this contingency shall not apply, this transaction shall be considered an all cash transaction, and should the Purchase not be able to obtain financing by the Closing Date, the Deposits shall be disbursed by Escrow Agent to Seller. Purchaser acknowledges that Seller shall not be required to meet any of requirements

of the lender of Purchaser nor shall the Closing be postponed due to the requests of Purchaser to meet any requirements of the lender of Purchaser.

(c) Developer may suggest possible sources of funds for permanent financing, including funds made available to qualified purchasers through permanent loan commitments from a lending institution identified by Developer. Purchaser hereby acknowledges and agrees that by identifying or suggesting such possible sources of funds, Developer does not accept any responsibility for obtaining such financing on Purchaser's behalf; nor does Developer make any representations as to the availability of funds to Purchaser or as to Purchaser's ability to qualify for such financing.

5. **CLOSING DATE, CONVEYANCE AND ENCUMBRANCES.**

(a) The closing of the transaction contemplated by this Agreement shall occur on or before _____, 200_ (the Closing or Closing Date"). Provided however, Developer shall have the right to extend the Closing Date by up to sixty (60) days upon notice to Purchaser. In the event Purchaser shall fail to close on the Closing Date, then Purchaser shall be deemed in default as provided in Paragraph 9 hereof.

(b) The Unit (check one) □ will be conveyed □ will not be conveyed subject to a lease. If the Unit is being conveyed subject to a lease, Purchaser expressly acknowledges

**THE UNIT IS SUBJECT TO A LEASE (OR SUBLEASE)**

and receipt of a copy of the lease, currently existing, if any.

(c) Developer shall convey at Closing by special warranty deed, good and marketable or insurable fee simple title to the Property subject only to current taxes, applicable zoning restrictions, conditions, limitations, utility service agreements, reservations, terms and conditions of the Declaration and Exhibits thereto, and other covenants and restrictions and easements of record at the time of Closing. Delivery to Purchaser at or before Closing of a title insurance commitment issued by a title insurer licensed to do business in Florida agreeing to insure title subject only to the exceptions set forth above and the standard printed exceptions contained in an owner's title insurance policy, shall be conclusive evidence that title to the Unit meets the requirements of this Agreement.

(d) Developer shall deliver possession of the Property to Purchaser at the time of Closing, subject to the terms of a lease, if any. The Closing shall take place at the office of Developer's attorney, closing agent or such other place as may be designated by Developer. If Developer is unable to deliver title as aforesaid, Developer shall be afforded a period of not more than sixty (60) days from receipt by Developer of written notice of such title defects within which to cure any objections or defects in title and, if Developer does not cure such objections and defects, Purchaser may accept title in its then existing condition and close the transaction, but

without any diminution of the Purchase Price, or Purchaser may terminate this Agreement and be entitled to the return of all Deposits and upon such return, the parties shall be released of any and all liabilities to each other and this Agreement shall thereafter be null and void.

(e) The acceptance of a deed by Purchaser and the Closing of the transaction shall be acknowledgment by Purchaser of the full performance by Developer of all of its agreements, obligations and responsibilities under this Agreement, and no performance of any agreement, obligation or representation of the Developer shall survive the Closing except the warranties contained in the deed.

6. **CLOSING COSTS AND PRORATIONS.**

(a) Purchaser shall pay for the premium for owner's and mortgagee's title insurance (if required), search and exam fees, documentary stamps on the deed of conveyance, recording fees, Purchaser's attorneys' fees and all other costs incident to the conveyance of title to the Property including, without limitation, any lender's attorneys' fees and any and all costs incident to financing of the purchase contemplated hereby.

(b) Developer shall pay for Developer's attorneys' fees.

(c) Real property taxes, assessments of the Condominium Association and any other proratable items relating to the sale of the Property will be prorated as of the date of Closing.

(d) Purchaser shall reimburse Developer the cost of any pre-paid insurance premiums and water and sewer deposit applicable to the Unit.

The Unit is individually submetered for water, sewer and trash disposal by American Utility Management, Inc. in accordance with a submetering agreement. American Utility Management, Inc. will read the Unit's meter and will bill the Purchaser for the Unit's water usage and sewer and trash fees and any applicable bill-processing fee. Each Purchaser will remit the amount billed for his or her Unit to American Utility Management, Inc. and American Utility Management, Inc. will remit all payments for water, sewer and trash disposal to the Courtney Palms Condominium Association, Inc. who will then pay the applicable utility providers. If sub-metering becomes no longer available, then water, sewer and trash charges applicable to the Unit (and all other units) will become a common expense of the Condominium and Purchaser shall pay its prorata share as a part of Purchaser's assessments due the Courtney Palms Condominium Association. At closing, Purchaser shall sign an agreement acknowledging this procedure and agreeing to reimburse American Utility Management, Inc. each month for the amount billed to the Unit.

In the event that Purchaser elects to use the services of another title insurance agent, other than the one selected by Developer, Purchaser shall be responsible for obtaining his or her own owners title insurance policy at Purchaser's sole cost and expense and Developer shall not be responsible for any costs associated therewith.

7. **RISK OF LOSS**. All risk of loss or damage to the Unit or Condominium Property prior to Closing shall be that of Developer. In the event that the Unit is damaged by fire, storm or other casualty prior to Closing, Developer may, upon notice to Purchaser, delay the Closing Date by a period necessary to repair and restore the Unit, not to exceed ninety (90) days. Provided however, in the event that the damage to the Unit exceed three percent (3%) of the Total Purchase Price, then either party may terminate this Agreement, Purchaser shall receive a return of his Deposit, and thereafter this Agreement shall be null and void.

8. **PAYMENTS TO ASSOCIATION**. At Closing, Purchaser shall pay the periodic assessment due Courtney Palms Condominium Association, Inc. ("Condominium Association") for the month of Closing prorated as of the date of Closing, together with a contribution of capital from Purchaser equal to two months' assessment from the Condominium Association which will be placed in the operating account of the Condominium Association and used to pay current costs and expenses of the Condominium Association. The contribution of capital will not be credited against sums due from Purchaser to the Condominium Association as assessments. Purchaser acknowledges that the estimated budget for the Condominium provides that the Developer shall be repaid from the Condominium Association, from assessments made by Purchaser, the amount of any prepaid deposits or expenses which Developer may have paid in advance on behalf of the Unit Owner and/or the Condominium Association. If Purchaser elects to purchase the right to a covered parking space (garage) Purchaser shall be liable for additional assessments due the Condominium Association in accordance with the budget therefore.

9. **DEFAULT.**

(a) By Purchaser. Subject to Purchaser's right to rescind in accordance with Paragraphs 11 and 28 hereof, if Purchaser fails to make any of the payments provided for herein or fails to close the transaction provided for in this Agreement at the time of Closing as designated by Developer pursuant to Paragraph 5 hereof, time being of the essence as to required payments and closing of this Agreement, then and in that event, Purchaser shall be in default hereunder and, due to the difficulty in ascertaining actual resulting damages, the parties hereto agree that Developer may, as its sole remedy, retain all amounts paid hereunder as of the date of Purchaser's default as liquidated or agreed upon damages. The provision contained herein for liquidated and agreed upon damages is a bona fide provision for such and is not a penalty, the parties understanding that by execution of this Agreement, Purchaser has induced Developer to bind itself to the sale of the Property, withdrawing it from sale to the general public at a time when other parties would be interested in purchasing the Unit and that the damage resulting to Developer from Purchaser's default will be substantial, but not subject to specific ascertainment and therefore this provision for agreed upon and liquidated damages is incorporated as a benefit to both parties.

(b) By Developer. If Developer shall breach any of its obligations under this Agreement, Purchaser may elect to terminate this Agreement by giving notice in the manner set forth in Paragraph 15 hereof. Upon such breach and receipt of such notice, Developer shall promptly instruct

Escrow Agent to refund the Deposits to Purchaser and; thereafter, this Agreement shall be of no further force and effect and the parties hereto shall be discharged from all obligations and liabilities hereunder. Alternatively, in the event of Developer's default, Purchaser may pursue such other remedies for actual damages as may be available to Purchaser at law or in equity including, without limitation, the remedy of specific performance, but Purchaser expressly waives any right to consequential or special damages.

(c) Right to Cure. Either Purchaser or Developer is hereby allowed ten (10) days to cure any default prior to termination hereof by the non-defaulting party as provided above.

10. **RECEIPT OF DOCUMENTS**. Purchaser acknowledges receipt of a copy of the Prospectus for the Condominium, together with all exhibits and other documents, including the Receipt for Condominium Documents form, in accordance with 61B-18.004 F.A.C. and this Paragraph 10 shall not operate in lieu of the Receipt for Condominium Documents form.

11. **CHANGES OR AMENDMENTS**. Developer reserves the right to make changes in any of the condominium documents as governmental authorities having jurisdiction over the property, title insurance companies or mortgage lenders may require or deem necessary, as Developer may have reserved in the Declaration or as Developer may elect and is permitted by law. Purchaser acknowledges that many of the exhibits to the Prospectus described in Paragraph 10 above constitute proposed documents until such time as they may be recorded and further agrees that changes or amendments may be made from time to time in such items as provided above, before or after recordation. As provided by Chapter 718, *Florida Statutes,* Developer shall send written notice to Purchaser of any changes or amendments required to be provided. If the proposed changes or amendments do not materially and adversely affect the rights of Purchaser, do not materially alter or modify the offering in a manner that is adverse to Purchaser or amendments merely amend the Declaration to show a final surveyor's certificate or other modifications contemplated in the Declaration, no approval of Purchaser shall be required. If the same do materially and adversely affect the rights of Purchaser or materially alter or modify the offering in a manner that is adverse to Purchaser, such change or amendment shall be considered approved unless Purchaser shall notify Developer in writing within fifteen (15) days from receipt of such notice that Purchaser disapproves of the changes or amendments and gives notice that Purchaser wishes to terminate this Agreement.

12. **DEVELOPER'S RIGHTS AS TO USE OF THE PROPERTY**. Developer shall be responsible for expenses of maintaining all units which are unsold. While Developer owns any unit, it shall be subject to the terms of the Declaration with respect to leasing. As long as Developer owns any unit in the Condominium, Developer shall have the right to maintain general and sales offices in, on or about the Condominium and clubhouse and shall have the right and privilege to have its employees and agents present on the premises, to show units, to use the Common Elements and, without limitation, to do any and all things necessary or appropriate to sell Units. Purchaser acknowledges that construction activity relating to renovation of Units may exist and Purchaser hereby accepts such activity as incidental to its ownership in the Condominium.

13. **WARRANTIES**. Except as may be expressly provided in this Agreement, Developer shall be deemed to have granted to the purchaser of each unit an implied warranty of fitness and merchantability for the purposes or uses intended, as to the roof and structural components of the improvements; as to fireproofing and fire protection systems; and as to mechanical, electrical, and plumbing elements serving the improvements, except mechanical elements serving only one unit as set forth in s. 718.618, F.S. The above warranty shall be for a period beginning with the notice of intended conversion and continuing for 3 years thereafter, or the recording of the declaration to condominium and continuing for 3 years thereafter, or 1 year after owners other than the developer obtain control of the association, whichever occurs last, but in no event more than 5 years. Except as required by ss. 718.618 F.S., and as expressly set forth in this Paragraph, the Developer grants no other warranties, express or implied and disclaims all other warranties, express or implied.

14. **SUBORDINATION.** This Agreement is subordinate and subject to any mortgage now or hereafter affecting the Condominium, or any portion thereof, but Developer shall cause the Unit being sold pursuant hereto to be released from the lien of such mortgage prior to or simultaneously with the Closing of the sale thereof.

15. **NOTICE**. In the event that more than one person or entity are listed as Purchaser, any notice given by Developer to any of such persons or entities shall constitute notice to all. Whenever any notice to Purchaser is required, the same may be delivered either personally by telegram or by mail addressed to Purchaser at the address set forth in this Agreement. Whenever notice to Developer is required, the same must be mailed by certified mail to Developer addressed to Developer at its address set forth in this Agreement. All notices shall be deemed and considered delivered when mailed or personally delivered as herein provided; however, any notice mailed by Purchaser to Developer relative to Purchaser's proposal or intention to terminate this Agreement shall be sent by certified mail, return receipt requested, which notice shall be deemed "delivered" on the "date delivered" as entered on the receipt.

16. **ASSIGNMENT**. Purchaser may not assign this Agreement or his interest therein without the prior written consent of Developer, which may be withheld or conditioned upon payment to Developer. Any attempt by Purchaser to assign this Agreement shall be considered a default as provided herein. Further, prior to closing, Purchaser shall not in any manner advertise or otherwise offer the Property for sale. Developer may sell or assign this Agreement and may designate such agents, nominees, managers or other persons to perform and carry out the conditions hereof

17. **LITIGATION**. In the event of litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to collect reasonable attorneys' fees and the costs and expenses of such litigation whether at the trial level or on appeal. Venue shall be and the parties consent to jurisdiction in Hillsborough County, Florida.

18. **RECORDATION**. Purchaser is expressly prohibited from recording this Agreement or any memorandum thereof, and upon any attempted recordation, at Developer's option, this

Agreement shall become null and void and all rights of Purchaser hereunder shall thereupon cease and terminate.

19. **ENTIRE AGREEMENT**. This Agreement supersedes any and all understandings between the parties hereto with respect to the subject matter hereof. Purchaser agrees that he has not relied upon any oral representations of sales persons which are not expressly set forth herein and acknowledges that any representations or inducements heretofore made which are not included and embodied in this Agreement in writing shall be of no force or effect. This Agreement may be modified or amended only in writing and signed by Purchaser and Developer and any and all prior discussions, negotiations or representations which are not specifically set forth in this Agreement or in addendum to this Agreement are null, void and of no force and effect.

20. **MISCELLANEOUS**. The term "Purchaser" as used herein refers to the masculine, feminine, neuter, singular or plural, as the identity of the Purchaser or the context requires. The captions herein used are for information and convenience only and shall in no way define, limit or construe the contents of any provision hereof. This Agreement shall be governed by the laws of the State of Florida. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof and this Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted. Both parties agree that this Agreement shall not be recorded in the public records of Hillsborough County, Florida, and that such recordation by Purchaser may, in Developer's discretion, render this Agreement null and void.

21. **BROKERAGE**. Purchaser represents that he has not consulted, dealt or negotiated with in any way concerning the purchase of the Property with any real estate broker, salesman or agent other than Coldwell Banker The Condo Store (the "Broker") and _____ ("Cooperating Broker"), unless otherwise expressly set forth in an addendum to this Agreement. Developer shall be responsible for the payment of any sales commissions due the Broker and Cooperating Broker in accordance with the terms of separate agreements between them.

22. **ADDENDUM**. The following Addenda are attached to this Agreement and made a part hereof: _____.

23. **LIMITATION ON CONDOMINIUM ASSOCIATION ASSESSMENTS**. The Developer hereby guarantees that the assessments imposed by Courtney Palms Condominium Association, Inc., a Florida corporation not for profit, for common expenses of the Condominium will not exceed the following, which guarantee shall commence on the date of recording of the Declaration in the public records of Hillsborough County, Florida through the "Guarantee Termination Date", which Guarantee Termination Date shall be deemed to be the earlier of (i) the date that Unit Owners in the Condominium have the right to elect a majority of members to the Board of Directors of the Courtney Palms Condominium Association, Inc., or (ii) December

31, 2007. During this period the amount of the guarantee shall be as set forth below as to each Plan Type.:

| Period Ending 12/31/2005 | Plan Type | Per Month | Per Year |
|---|---|---|---|
| | A1 | $139.99 | $1,679.87 |
| | A3 | $133.94 | $1,607.29 |
| | B | $161.17 | $1,934.02 |
| | B1 | $163.86 | $1,966.27 |
| | C1 | $198.24 | $2,378.88 |
| | D | $202.27 | $2,427.26 |
| Additional Amount for Units which have a garage as a limited common element | | $6.85 | $82.20 |

| 1/106 through 12/31/2006 | Plan Type | Per Month | Per Year |
|---|---|---|---|
| | A1 | $156.79 | $1,881.45 |
| | A3 | $150.01 | $1,800.16 |
| | B | $180.51 | $2,166.10 |
| | B1 | $183.52 | $2,202.22 |
| | C1 | $222.03 | $2,664.35 |
| | D | $226.54 | $2,718.54 |
| | E | $265.18 | $3,182.16 |
| Additional Amount for Units which have a garage as a limited common element | | $7.67 | $92.06 |

| 1/1/07 through 12/31/2007 | Plan Type | Per Month | Per Year |
|---|---|---|---|
| | A1 | $175.60 | $2,107.22 |
| | A3 | $168.02 | $2,016.18 |
| | B | $202.17 | $2,426.03 |
| | B1 | $205.54 | $2,466.49 |
| | C1 | $248.67 | $2,984.07 |
| | D | $253.73 | $3,044.76 |
| | E | $297.00 | $3,564.02 |
| Additional Amount for Units which have a garage as a limited common element | | $8.59 | $103.11 |

| 1/1/07 through 12/31/2007 | Plan Type | Per Month | Per Year |
|---|---|---|---|
| | A1 | $196.67 | $2,360.09 |
| | A3 | $188.18 | $2,258.13 |

| | | |
|---|---|---|
| B | $226.43 | $2,717.15 |
| B1 | $230.21 | $2,762.47 |
| C1 | $278.51 | $3,342.16 |
| D | $284.18 | $3,410.13 |
| E | $332.64 | $3,991.70 |
| Additional Amount for Units which have a garage as a limited common element | $9.62 | $115.49 |

In accordance with Section 718.116(9)(a)(2), *Florida Statutes*, the Developer obligates itself to pay any amount of common expenses incurred during the applicable guarantee period and not produced by assessments of the applicable guarantee level receivable from other Unit Owners. Nothwithstanding the foregoing guarantee, such guarantee shall not apply if common expenses increase due to a natural disaster or act of God, if Courtney Palms Condominium Association, Inc. maintains the insurance coverages required by 718.111(11)(a) *Florida Statutes*. In such event, in accordance with 718.116 (9)(2) *Florida Statutes*, all units will be assessed in accordance with their ownership interest in the common elements and the guarantee shall not be applicable. Purchaser understands that Developer will be excused from the payment of common expenses of the Condominium which would be assessed against units owned by Developer during the period of the guarantee, or extension thereof.

24. **MULTIPLE BUYERS.** If two (2) or more persons are named as Purchaser herein, any one of them is authorized to act as agent for, with the right to bind, the other(s) in all matters and of every kind and nature with respect to this Agreement. If the Purchaser is married, and the Purchaser's spouse is not named as Purchaser herein, the Purchaser shall be responsible and liable for such spouse executing the mortgage and other closing documents as required by a lender and Developer, if any. Failure of said spouse to do so shall constitute a material default hereunder by Purchaser.

25. **RADON GAS DISCLOSURE**. **RADON IS A NATURALLY OCCURRING RADIOACTIVE GAS THAT, WHEN IT HAS ACCUMULATED IN A BUILDING IN SUFFICIENT QUANTITIES, MAY PRESENT HEALTH RISKS TO PERSONS WHO ARE EXPOSED TO IT OVER TIME. LEVELS OF RADON THAT EXCEED FEDERAL AND STATE GUIDELINES HAVE BEEN FOUND IN BUILDINGS IN FLORIDA. ADDITIONAL INFORMATION REGARDING RADON AND RADON TESTING MAY BE OBTAINED FROM YOUR COUNTY HEALTH DEPARTMENT.**

26. **EFFECTIVE DATE**. The Effective Date of this Agreement is the date it is signed and dated by Developer after having been fully executed by Purchaser.

27. **DISCLOSURE**. In accordance with Florida law, the following disclosure is made:

A. **FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR**

**HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.**

B. **ENERGY RATING DISCLOSURE.** In accordance with F.S. 553.996, Purchaser may request that Developer allow a State Certified Energy Rater to perform an energy efficiency rating on the Unit being purchased. Purchaser hereby releases Developer from any responsibility or liability for the accuracy or level of rating and Purchaser understands and agrees that this Agreement is not contingent upon Purchaser approving the rating, that the rating is solely for Purchaser's own information and that Purchaser will pay the total cost of obtaining the rating. Purchaser acknowledges receipt of the Department of Community Affairs brochure regarding the Florida Energy Efficiency Rating System.

C. **MOLD DISCLOSURE.** Under the Laws of the State of Florida, Purchaser is hereby advised that Mold is found both indoors and outdoors. The presence of mold may cause property damage or health problems. Additional information regarding mold and a mold inspection may be obtained from your county health unit or a professional trained in that field. The foregoing notice is provided in order to comply with state law and is for informational purposes only. Developer does not conduct mold inspection with respect to the Units or the Condominium, and specifically disclaims and all representations or warranties as to the absence of mold in connection with the Condominium.

28. **CANCELLATION RIGHTS**. **THIS AGREEMENT IS VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY PURCHASER AND RECEIPT BY PURCHASER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY DEVELOPER UNDER SECTION 718.503, *FLORIDA STATUTES*. THIS AGREEMENT IS ALSO VOIDABLE BY PURCHASER BY DELIVERING WRITTEN NOTICE OF PURCHASER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO PURCHASER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. PURCHASER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER PURCHASER HAS RECEIVED ALL OF THE ITEMS REQUIRED. PURCHASER'S RIGHT TO VOID**

**THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

**IN WITNESS WHEREOF,** Purchaser and Developer have executed this Agreement as of the Effective Date.

Purchaser hereby warrants that the salesmen, agents or employees of Developer and its affiliates made no oral or written representations that Purchaser would derive economic benefits or expectations of profit from appreciation in property value or profits to be derived from the entrepreneurial or managerial efforts of Developer, the agent or a third party designated or arranged for by Developer through rental management or other financial returns from Purchaser's investment.

Signed, sealed and deliverd
In the presence of

**Purchaser**

_____
Name Printed:
_____
Name Printed:

By:_____
Name Printed:
Date: _____

_____
Name Printed:
_____
Name Printed:

By:_____
Name Printed:
Date: _____

Signed, sealed and delivered
in the presence of.

**Developer**
**Courtney Palms Acquisition, L.L.C.,** a Delaware limited liability company
By: The Courtney Palms, LLC
A Delaware limited liability company, its Managing Member
By: Courtney Palms Development Group, LLC,
A Florida limited liability company, its Managing Member

_____
Name Printed:
_____
Name Printed:

By:_____
Name Printed: _____, managing member
Date: _____

**AS IS ADDENDUM TO PURCHASE AGREEMENT**
[may not apply to all units]

**This AS IS Addendum** modifies and amends that certain Purchase Agreement ("Contract") between Courtney Palms Acquisition, LLC, a Delaware limited liability company ("Developer") and _____ ("Purchaser") dated _____, 200_ concerning the purchase of Unit No. _____ in Building ___ ("Unit") as follows:

Purchaser acknowledges that the Unit has not been refurbished by Developer prior to the date of the Contract. In lieu of any refurbishment to the Unit, and Purchaser's agreement that the Unit will not be refurbished by Developer, Developer agrees that the Purchase Price set forth in the Contract is hereby reduced by the sum of $_____, so that the Total Purchase Price as set forth in the Paragraph 2(d) of the Contract will now be $_____. Notwithstanding any other term or provision of the Contract, Purchaser acknowledges he/she has inspected the Unit and agrees that Purchaser will take title to the Unit in its "As Is, Where Is" condition on the date of Closing and Developer has no obligation to perform any refurbishment or punchlist items.

Except as modified and amended herein, the Contract remains in full force and effect.

IN WITNESS WHEREOF, the parties do set their hands this ___ day of _____, 200_.

Signed, sealed and delivered
in the presence of.

Developer
**Courtney Palms Acquisition, LLC,** a Delaware limited liability company, its manager
By: The Courtney Palms, LLC
A Delaware limited liability company, its Managing Member
By: Courtney Palms Development Group, LLC,
A Florida limited liability company, its Managing Member

_____
Name Printed:

_____
Name Printed:

By:_____
Name Printed:
date: _____

**Purchaser**

_____
Name Printed:

_____
Name Printed:

By:_____
Name Printed:
date: _____

_____
Name Printed:

_____
Name Printed:

By:_____
Name Printed:
date: _____

**PRESALE ADDENDUM TO PURCHASE AGREEMENT**
[may not apply to all units]

**This Presale Addendum** modifies and amends that certain Purchase Agreement ("Contract") between Courtney Palms Acquisition, LLC, a Delaware limited liability company ("Developer") and _____ ("Purchaser") dated _____, 200_ concerning the purchase of Unit No. _____ in Building ___ as follows:

Notwithstanding any other term or provision of the Contract, Purchaser acknowledges that the Contract, and all of Developer's obligations thereunder, are contingent upon Developer meeting its lender's requirements for sale of Units in Courtney Palms Condominium prior to conversion ("Threshold"), on or before _____, 200_ ("Sale Date"). In the event that the Threshold has not been met on or before the Sale Date, Developer reserves the right to (i) extend the Sale Date by an additional ninety (90) day period or (ii) terminate the Contract. Developer shall provide notice to Purchaser not later than 30 days after the Sale Date advising of Developer's a) achievement of the Threshold on or prior to the Sale Date or b) election to extend the Sale Date by an additional 90 days or c) election to terminate the Contract. In the event that the Sale Date is extended, then Developer shall also have the right to terminate the Contract if the Threshold is not met by the Sale Date, as extended.

In the event that the Sale Date is extended, Developer shall provide notice to Purchaser not later than 30 days after the Sale Date advising of Developer's x) achievement of the Threshold on or prior to the Sale Date or y) election to terminate the Contract.

The Closing Date shall be set by Developer upon 15 days notice to Purchaser, but shall not be later than 45 days after the Sale Date, as may be extended. Provided however, Developer shall have the right to extend the Closing Date by up to an additional thirty (30) days upon notice to Purchaser.

In the event that Developer elects to terminate the Contract, either due to the failure to achieve the Threshold by the Sale Date as originally set or failure to achieve the Threshold by the Sale Date as extended, then Developer shall direct Escrow Agent to return all deposits to Purchaser, and thereafter the Contract shall be of no further force or effect. Purchaser agrees to execute an acknowledgment of termination of Contract, if so requested by Developer.

Except as modified and amended herein, the Contract remains in full force and effect.

[see next page for signatures]

IN WITNESS WHEREOF, the parties do set their hands this ___ day of _____, 200_.

Signed, sealed and delivered
in the presence of.

Developer
**Courtney Palms Acquisition, LLC,** a Delaware
limited liability company, its manager
By: The Courtney Palms, LLC
A Delaware limited liability company, its
Managing Member
By: Courtney Palms Development Group, LLC,
A Florida limited liability company, its Managing Member

_____
Name Printed:

_____
Name Printed:

By:_____
Name Printed:
date: _____

Purchaser

_____
Name Printed:

_____
Name Printed:

By:_____
Name Printed:
date: _____

_____
Name Printed:

_____
Name Printed:

By:_____
Name Printed:
date: _____

ATTACHMENT 5

DBPR Form CO 6000-6
Effective: 8/26/04

## RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: COURTNEY PALMS CONDOMINIUM

Address of Condominium: 10003 Courtney Palms Boulevard, Tampa, Florida 33619

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If a document uses a different name, substitute the correct name or place in parenthesis. If an item does not apply, place *"N/A"* in the column.

| DOCUMENT | RECEIVED BY HARD COPY | RECEIVED BY ALTERNATIVE MEDIA |
|---|---|---|
| Prospectus Text | x | |
| Declaration of Condominium | x | |
| Articles of Incorporation | x | |
| Bylaws | x | |
| Estimated Operating Budget | x | |
| Form of Agreement for Sale or Lease | x | |
| Rules & Regulations | x | |
| Covenants and Restrictions | x | |
| Ground Lease | n/a | |
| Management and Maintenance Contracts for More Than One Year | n/a | |
| Renewable Management Contracts | n/a | |
| Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium(s) | n/a | |
| Lease of Recreational and Other Facilities to be Used by Unit Owners with Other Condominiums | n/a | |
| Declaration of Servitude | x | |
| Sales Brochures | x | |
| Phase Development Description | n/a | |
| Form of Unit Lease if a Leasehold | n/a | |
| Description of Management for Single Management of Multiple Condominiums | n/a | |
| Conversion Inspection Report | x | |
| Conversion Termite Inspection Report | x | |
| Plot Plan | x | |
| Floor Plan | x | |
| Survey of Land and Graphic Description of Improvements | x | |
| Frequently Asked Questions & Answers Sheet | x | |
| Financial information | x | |
| State or Local Acceptance/Approval of Dock or Marina Facilities | n/a | |
| Evidence of Developer's Ownership, Leasehold or Contractual Interest in the Land Upon Which the Condominium is to be Developed | x | |
| Executed Escrow Agreement | n/a | |
| Other Documents (Insert Name of Document) | n/a | |

DBPR Form CO 6000-6
Effective: 8/26/04

| | |
|---|---|
| Alternative Media Disclosure Statement | n/a |
| Plans and Specifications | n/a |

**THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OF MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.**

Executed this _____ day of _____, 200_

Signature of Purchaser or Lessee

_____

Signature of Purchaser or Lessee

_____

ATTACHMENT 6

DPBR CO 6000-4
Effective: 12/23/02

# FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

Courtney Palms Condominium Association, Inc.
As of March 10, 2005

Q: **What are my voting rights in the condominium association?**

A: The Unit owner shall automatically become a member of the condominium association simultaneously with record ownership of legal title to a unit in the Condominium. One vote passes with title to each Unit which may be exercised by the unit owner at all meetings of members. See Article X of the Declaration of Condominium ("Declaration").

Q: **What restrictions exist in the condominium documents on my right to use my Unit?**

A: The Unit shall be occupied as a single family residence only. No nuisances are allowed upon the Condominium Property. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. See Article XV of the Declaration.

Q: **What restrictions exist in the condominium documents on the leasing of my Unit?**

A: The Unit Owner may only lease a Unit for a term of not less than 3 months twice each year unless otherwise approved by the Board. See Article XV, Section I of the Declaration.

Q: **How much are my assessments to the condominium association for my unit type and when are they due?**

A: The anticipated monthly assessments for each Unit are:

| Plan Type | A1 | A3 | B | B1 | C1 | D | E |
|---|---|---|---|---|---|---|---|
| Monthly Assessment if Reserves are Waived | $112.60 | $107.80 | $129.65 | $131.80 | $159.52 | $162.80 | $190.50 |
| Monthly Assessment if Reserves are Collected | $124.99 | $119.59 | $143.90 | $146.30 | $177.00 | $180.60 | $211.40 |

If a Purchaser purchases a garage as a limited common element appurtenant to his Unit, the additional anticipated monthly assessments for each such Unit are:

| Plan Type | A1 | A3 | B | B1 | C1 | D | E |
|---|---|---|---|---|---|---|---|
| Monthly Assessment if Reserves are Waived | $3.00 | $3.00 | $3.00 | $3.00 | $3.00 | $3.00 | $3.00 |
| Monthly Assessment if Reserves are Collected | $6.12 | $6.12 | $6.12 | $6.12 | $6.12 | $6.12 | $6.12 |

The assessments are due monthly. The assessment levied against the Unit owner and his Unit shall be payable quarterly or monthly or in such other installments and at such time as shall from time to time be fixed by the Board of Directors of the Condominium Association. See the Estimated Operating Budget for the Condominium Association.

Q: **Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?**

A: No.

Q: **Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?**

A: No.

Q: **Is the condominium association or other mandatory membership association involved in any court cases in which is may face liability in excess of One Hundred Thousand and no/100 Dollars ($100,000.00)? If so, identify each such case.**

A: No

**NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.**

ATTACHMENT 7

Mastarlane Ferguson
P.O. Box 1531
Tampa, Fl. 33601

**Prepare by and Return to:**

Juli Lynn Simas
Shutts & Bowen LLP
300 South Orange Avenue, Suite 1000
Orlando, Florida 32802-4956

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## EASEMENT AGREEMENT

105.00
.70
105.70

**THIS EASEMENT AGREEMENT** ("**Agreement**") is made and entered into this 23rd day of December, 2002, by and between **GATEWAY VENTURES OF BRANDON**, a Florida general partnership, ("**Gateway**"), whose address is c/o Metro Area Properties, 311 East Robinson Street, Brandon, Florida 33511, and **COURTNEY PALMS APARTMENTS, LLC**, a Florida limited liability company ("**Courtney Palms**"), whose address is 100 Colonial Center Parkway, Suite 470, Lake Mary, Florida 32746 (Gateway and Courtney Palms are sometimes collectively referred to herein as the "**Parties**").

**WITNESSETH:**

**WHEREAS**, Gateway is the fee simple owner of that certain parcel of real property located in Hillsborough County, Florida, being more particularly described on **Exhibit "A"** attached hereto and by this reference incorporated herein ("**Gateway's Property**"); and

**WHEREAS**, Courtney Palms is the fee simple owner of that certain parcel of real property located in Hillsborough County, Florida, being more particularly described on **Exhibit "B"** attached hereto and by this reference incorporated herein ("**Courtney Palms' Property**"); and

**WHEREAS**, Gateway agrees, subject to the terms and conditions of this Agreement, to grant Courtney Palms a non-exclusive, perpetual easement for landscaping, irrigation and signage purposes over, under and across that portion of Gateway's Property located adjacent to U.S. Highway 301 and more particularly described on **Exhibit "C"** attached hereto and incorporated herein by this reference (the "**Landscape Easement Area**"); and

**WHEREAS**, Courtney Palms agrees, subject to the terms and conditions of this Agreement, to grant Gateway a non-exclusive, perpetual easement over that portion of Courtney Palms' Property more particularly described on **Exhibit "D"** attached hereto and incorporated herein by this reference (the "**Access and Utility Easement Area**") for vehicular and pedestrian access to and from Gateway's Property to U.S. Highway 301 and for utilities for the benefit of Gateway's Property.

**WHEREAS**, Courtney Palms agrees, subject to the terms and conditions of this Agreement to grant Gateway a non-exclusive, perpetual easement for the purpose of discharging stormwater

BEST IMAGES AVAILABLE



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runoff from Gateway's Property into the Stormwater Management System located on Courtney Palms Property.

**NOW, THEREFORE**, for and in consideration of the sum of Ten and No/100 Dollars ($10.00) in hand paid, the mutual covenants and agreements herein set forth and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties do hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are hereby incorporated herein by this reference.

2. Grant of Landscape Easement. Gateway hereby grants and conveys to Courtney Palms, its successors and assigns, a perpetual, non-exclusive easement for landscaping, irrigation and signage purposes over, under and across the Landscape Easement Area (the "**Landscape Easement**"), such rights to include, without limitation, full authority to (i) enter upon and install and maintain landscaping materials, including, without limitation, trees, shrubbery and flowers, and related irrigation and utility facilities as Courtney Palms deems desirable in its reasonable judgment and (ii) construct, maintain and operate signs identifying the project located on Courtney Palms' Property, including related lighting and utilities as Courtney Palms deems necessary in its reasonable judgement; provided, however, that the use and exercise of such easement rights and privileges shall not damage Gateway's Property or the improvements thereon, nor unreasonably affect or interfere with the use of or business conducted on any portion of Gateway's Property. The Landscape Easement shall be appurtenant to and run with Courtney Palms' Property and shall not be assigned, conveyed or transferred by Courtney Palms except as an appurtenance to Courtney Palms' Property or any portion thereof and the ownership and/or leasehold interest of any successor-in-interest thereto. All improvements located within the Landscape Easement shall be constructed, completed and operated by Courtney Palms in a good and workmanlike manner and shall at all times be in material compliance with the requirements of applicable laws, ordinances and regulations of any local, state or federal agency having jurisdiction thereof.

3. Grant of Access and Utility Easement. Courtney Palms hereby grants and conveys to Gateway, its successors and assigns, a perpetual, nonexclusive easement on, over, across and through the Access and Utility Easement Area (the "**Access and Utility Easement**") for purposes of access, ingress, egress and passage by vehicles and pedestrians to, from and between Gateway's Property and U.S. Highway 301 and for utilities for the benefit of Gateway's Property; provided, however, that Gateway's use and exercise of the easement rights and privileges shall not damage Courtney Palms' Property or the improvements thereon, nor unreasonably affect or interfere with the use of or business conducted on any portion of Courtney Palms' Property and provided further that Gateway's use and exercise of the utility easement rights shall be at all times subject to the prior written approval of Courtney Palms, which approval shall not be unreasonably withheld, conditioned or delayed. The Access and Utility Easement shall be appurtenant to and run with Gateway's Property and shall not be assigned, conveyed or transferred by Gateway except as an appurtenance to Gateway's Property or any portion thereof and the ownership and/or leasehold



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interest of any successor-in-interest thereto. In supplement to the foregoing, Courtney Palms hereby grants Gateway permission to tie into any public water and sewer lines located within the Access and Utility Easement; provided, however, such use does not unreasonably affect or interfere with Courtney Palms' use of such facilities or the Access and Utility Easement, nor increase the cost thereof to Courtney Palms. Notwithstanding the foregoing, Courtney Palms shall pay for the actual cost of any necessary up-sizing of the public water or sewer lines to Gateway's Property and Gateway will pay, at closing, for the estimated cost of any dedicated utility extensions specifically and solely benefitting Gateway.

4. Maintenance.

a. Courtney Palms shall maintain and repair, if necessary, the landscaping and roadway located respectively within the Landscape Easement Area and Access and Utility Easement Area described above in usual and customary fashion consistent with those maintenance programs observed by apartment projects of similar caliber as the apartment project on Courtney Palms' Property and located in Hillsborough County, Florida. Notwithstanding the foregoing, Gateway shall reimburse Courtney Palms for its pro-rata share of the cost and expense of the maintenance and repair of the landscaping and roadway, including without limitation, re-paving and re-striping of the roadway. Once finalized, Courtney Palms shall provide Gateway with a copy of the maintenance contract for the Landscape Easement Area for Gateway's review and, upon the expiration of the initial maintenance contract and each subsequent maintenance contract thereafter, Courtney Palms shall furnish Gateway with a copy of the then current maintenance contract. The parties acknowledge and agree that Gateway's pro-rata share of the maintenance expenses shall be equal to sixteen and nine-tenths percent (16.9%) of such expenses, as determined on a quarterly basis, and Courtney Palms shall bill Gateway on a quarterly basis for all such costs and expenses. Upon written demand by Courtney Palms, which written demand shall include invoices for the applicable maintenance work performed, Gateway shall immediately reimburse Courtney Palms for Gateway's share of the maintenance expenses claimed. Should Gateway fail to reimburse Courtney Palms for its share of the maintenance expenses within thirty (30) business days of Courtney Palms' written demand thereof, interest on the amount due shall begin to accrue at the rate of eighteen percent (18%) and continue until such time as Gateway has paid in full Gateway's share of the maintenance expenses plus then accrued interest and Courtney Palms shall have the right to place a lien on Gateway's Property and to enforce and foreclose such lien in an action filed in any court of competent jurisdiction in Hillsborough County, Florida.

b. Notwithstanding the provisions of Section 4.a. above, Gateway's obligation to share in the payment of maintenance expenses shall not begin until such time as Hillsborough County has issued a Certificate of Occupancy for Gateway's Property; provided, however, in the event Gateway or any of its agents, employees or contractors cause damage to the Access and Utility Easement Area prior to the issuance of a Certificate of Occupancy, Courtney Palms may promptly repair same, at Gateway's sole cost and expense. Upon written demand by Courtney Palms, which written demand shall include invoices for repair costs incurred, Gateway shall immediately reimburse Courtney Palms for the repair costs. Should Gateway fail to reimburse



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Hills Comment:

Courtney Palms for the repair costs within thirty (30) business days of Courtney Palms' written demand thereof, interest on the amount due shall begin to accrue at the rate of eighteen percent (18%) and continue until such time as Gateway has paid in full the repair costs plus then accrued interest and Courtney Palms shall have the right to place a lien on Gateway's Property and to enforce and foreclose such lien in an action filed in any court of competent jurisdiction in Hillsborough County, Florida

c. In the event Courtney Palms fails for a period of two (2) months to perform its maintenance obligations required herein and such failure continues for thirty (30) days after receipt of written notice of such default from Gateway (or such longer period of time as is reasonably necessary if the default is of such a character as to require more than thirty (30) days to cure and Courtney Palms is diligently proceeding to cure same), then Gateway may cure such default. Upon written demand by Gateway, Courtney Palms shall immediately reimburse Gateway for Courtney Palms' share of the maintenance expenses. Should Courtney Palms fail to reimburse Gateway for Courtney Palms' share of the maintenance expenses within thirty (30) business days of Gateway's written demand thereof, interest on the amount due shall begin to accrue at the rate of eighteen percent (18%) and continue until such time as Courtney Palms has paid in full Courtney Palms' share of the maintenance expenses plus then accrued interest and Gateway shall have the right to place a lien on Courtney Palms' Property and to enforce and foreclose such lien in an action filed in any court of competent jurisdiction in Hillsborough County, Florida. The respective obligations of the Parties pursuant to this paragraph shall run with the Parties' respective properties and shall be binding on all subsequent owners of each of the Gateway Property and Courtney Palms' Property or any respective portions thereof.

5. Drainage Easement. Courtney Palms hereby grants and conveys to Gateway, its successors and assigns, a perpetual, nonexclusive easement for purposes of discharging stormwater runoff from Gateway's Property into the Stormwater Management System located on Courtney Palms' Property at a rate and volume not to exceed that allowed and conditioned in that certain Environmental Resource Permit to be issued for the Courtney Palms' Property jointly by the Southwest Florida Water Management District and the United States Army Corps of Engineers (the "**Drainage Easement**"); provided, however, that Gateway's use and exercise of the easement rights and privileges shall not damage Courtney Palms' Property or the improvements thereon, nor unreasonably affect or interfere with the use of or business conducted on any portion of Courtney Palms' Property. The Drainage Easement shall be appurtenant to and run with Gateway's Property and shall not be assigned, conveyed or transferred by Gateway except as an appurtenance to Gateway's Property or any portion thereof and the ownership and/or leasehold interest of any successor-in-interest thereto.

6. No Public Dedication. Nothing contained in this Agreement shall create or shall be deemed to create any easements or use rights in the general public or constitute a public dedication for any public use whatsoever.



OR BK 12213 PG 0612

otion: Hillsborough,FL Document-Book.Page 12213.609 Page: 4 of 23
Hills Comment:

7. Amendments and Waivers. This Agreement may not be terminated or amended, modified, altered, or changed in any respect whatsoever, except by a further agreement in writing duly executed by the Parties and recorded in the Public Records of Hillsborough County, Florida. No delay or omission of any owner in the exercise of any right accruing upon any default of any other owner shall impair such right or be construed to be a waiver thereof, and every such right may be exercised at any time during the continuance of such default. A waiver by any owner of a breach of, or a default in, any of the terms and conditions of this Agreement by any other Owner shall not be construed to be a waiver of any subsequent breach of or default in the same or any other provision of this Agreement. No breach of the provisions of this Agreement shall entitle any owner or party to cancel, rescind or otherwise terminate this Agreement, but such limitation shall not affect, in any manner, any other rights or remedies which any party may have by reason of any breach of the provisions of this Agreement.

8. Non-Exclusive Remedies. Except as otherwise specifically provided in this Agreement (i) no remedy provided in this Agreement shall be exclusive but each shall be cumulative with all other remedies provided in this Agreement, and (ii) all remedies at law or in equity shall be available.

9. Notices. Any notices which may be permitted or required hereunder shall be in writing and shall be deemed to have been duly given within three (3) days after depositing with the United States Postal Service, postage prepaid, to the last known address of the person who appears as the record owner on the deed to the respective parcel at the time of such mailing.

10. Miscellaneous.

a. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. This Agreement shall be construed in accordance with the laws of the State of Florida.

c. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

d. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.



OR BK 12213 PG 0613

tion: Hillsborough,FL Document-Book.Page 12213.609 Page: 5 of 23
Hills Comment:

e. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

f. The validity of any one of the covenants, agreements, conditions or provisions of this Agreement or any one of the covenants, agreements, conditions or provisions or any portion hereof shall not affect the remaining portions hereof or any part hereof and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been included herein.

g. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

[See pages 7-9 for Gatway's Signature]
[See page 10 for Courtney Palms' Signature]

OR BK 12213 PG 0614



otion: Hillsborough,FL Document-Book.Page 12213.609 Page: 6 of 23
Hills Comment:

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed as of the day and year first written above.

**WITNESSES:**

**"GATEWAY"**

**GATEWAY VENTURES OF BRANDON**, a Florida general partnership

Print Name: Lynn Tidwell
Print Name: Roger A Crockett

By: [signature]
Name: DAVID R CHADWELL
Title: Partner

Print Name: Lynn Tidwell
Print Name: Roger A Crockett

By: [signature]
Name: JAMES M. CHADWELL
Title: Partner

Print Name: Lynn Tidwell
Print Name: Roger A Crockett

By: [signature]
Name: Partner
Title: LARRY F. CHADWELL

Print Name: Lynn Tidwell
Print Name: Roger A Crockett

By: [signature]
Name: [illegible]
Title: Partner

OR BK 12213 PG 0615



ion: Hillsborough,FL Document-Book.Page 12213.609 Page: 7 of 23
lills Comment:

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 23 day of December, 2002 by **David R Chadwell, as Partner** of **GATEWAY VENTURES OF BRANDON**, a Florida general partnership, on behalf of said partnership. He/she is personally known to me, or who produced _____ as identification.

Lynn Tidwell
Print Name: Lynn Tidwell
Notary Public, State of Florida
Commission No.: CC876487
My commission expires: 11/12/2003

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 23 day of December, 2002 by **James M Chadwell, as Partner** of **GATEWAY VENTURES OF BRANDON**, a Florida general partnership, on behalf of said partnership. He/she is personally known to me, or who produced _____ as identification.

Lynn Tidwell
Print Name: Lynn Tidwell
Notary Public, State of Florida
Commission No.: CC876487
My commission expires: 11/12/2003.

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 23 day of December, 2002 by **Larry E Chadwell, as Partner** of **GATEWAY VENTURES OF BRANDON**, a Florida general partnership, on behalf of said partnership. He/she is personally known to me, or who produced _____ as identification.

Lynn Tidwell
Print Name: Lynn Tidwell
Notary Public, State of Florida
Commission No.: CC876487
My commission expires: 11/12/2003



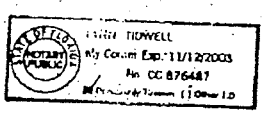
OR BK 12213 PG 0616

otion: Hillsborough,FL Document-Book.Page 12213.609 Page: 8 of 23
Hills Comment:

STATE OF FLORIDA

COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 23 day of December, 2002 by **Gregory L Henderson**, as **Partner** of **GATEWAY VENTURES OF BRANDON**, a Florida general partnership, on behalf of said partnership. He/she is personally known to me, or who produced _____ as identification.




Lynn Tidwell

Print Name: Lynn Tidwell
Notary Public, State of Florida
Commission No.: CC 876487
My commission expires: 11/12/2003

OR BK 12213 PG 0617

orldocs #10127362v10



ion: Hillsborough,FL Document-Book.Page 12213.609 Page: 9 of 23
lills Comment:

WITNESSES:

"COURTNEY PALMS"

COURTNEY PALMS APARTMENTS, LLC, a Florida limited liability company

by: Courtney Palms Development, Inc., a Florida corporation

By: [signature]
Name: Toby Schaffer
Title: VP

Alicia A. Welch
Print Name: ALICIA A. WELCH

Daniel T. O'Keefe
Print Name: Daniel T. O'Keefe

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of December, 2002 by JOHN SCHAFFER, as VICE PRESIDENT of Courtney Palms Development, Inc., a Florida corporation, ~~ON BEHALF~~ ~~MANAGING MEMBER~~ of COURTNEY PALMS APARTMENTS, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me, ~~or who produced~~ _____ ~~as identification~~.

OFFICIAL NOTARY SEAL
ALICIA A WELCH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD015566
MY COMMISSION EXP. APR. 4,2005

Alicia A. Welch
Print Name: ALICIA A. WELCH
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

OR BK 12213 PG 0618

orldocs #10127362v10



tion: Hillsborough,FL Document-Book.Page 12213.609 Page: 10 of 23
lills Comment:

BROOKS AND AMADEN, INC.
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510 • TELEPHONE (813) 653-1125
P.O. BOX 1129 • BRANDON, FLORIDA 33509-1129 • FAX (813) 653-1679
www.brooks-amaden.com

## EXHIBIT "A"

December 20, 2002

Legal Description: (North Commercial Parcel)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 1279.49 feet; thence North 08°22'31" West, 11.82 feet to the Point of Beginning; thence continue along said Easterly right-of-way line, North 08°22'31" West, 49.57 feet; thence North 01°27'44" West, 263.04 feet; thence departing said Easterly right-of-way line, South 59°45'37" East, 418.38 feet; thence North 00°04'40" West, 204.35 feet; thence North 89°55'20" East, 49.31 feet; thence South 89°10'28" East, 37.47 feet; thence North 55°16'43" East, 56.74 feet; thence South 87°50'40" East, 57.73 feet; thence South 01°40'48" East, 564.08 feet to the beginning of a non-tangent curve; thence 133.04 feet along the arc of a curve to the right having a radius of 218.50 feet, an included angle of 34°53'08", and a chord of 130.99 feet which bears South 83°40'00" West to a point of compound curvature; thence 47.86 feet along the arc of a curve to the right having a radius of 300.00 feet, an included angle of 09°08'25", and a chord of 47.81 feet which bears North 74°19'13" West to a point of reverse curvature; thence 61.22 feet along the arc of a curve to the left having a radius of 370.00 feet, an included angle of 09°28'49", and a chord of 61.15 feet which bears North 74°29'25" West to a point of tangency; thence North 79°13'50" West, 98.38 feet to a point of curvature; thence 95.00 feet along the arc of a curve to the left having a radius of 370.00 feet, an included angle of 14°42'40", and a chord of 94.74 feet which bears North 86°35'10" West to a point of tangency; thence South 86°03'31" West, 80.55 feet to a point of curvature; thence 44.11 feet along the arc of a curve to the left having a radius of 570.00 feet, an included angle of 04°26'02", and a chord of 44.10 feet which bears South 83°50'30" West to a point of tangency; and thence South 81°37'29" West, 61.89 feet to the Point of Beginning.

Tract contains 5.42 acres, more or less.

Prepared by:
*Brooks and Amaden, Inc.*
*205 Ridgewood Avenue*
*Brandon, FL 33510*
*813-653-1125*
*Walter C. Sherrill, Jr., PSM*
*Survey Manager*

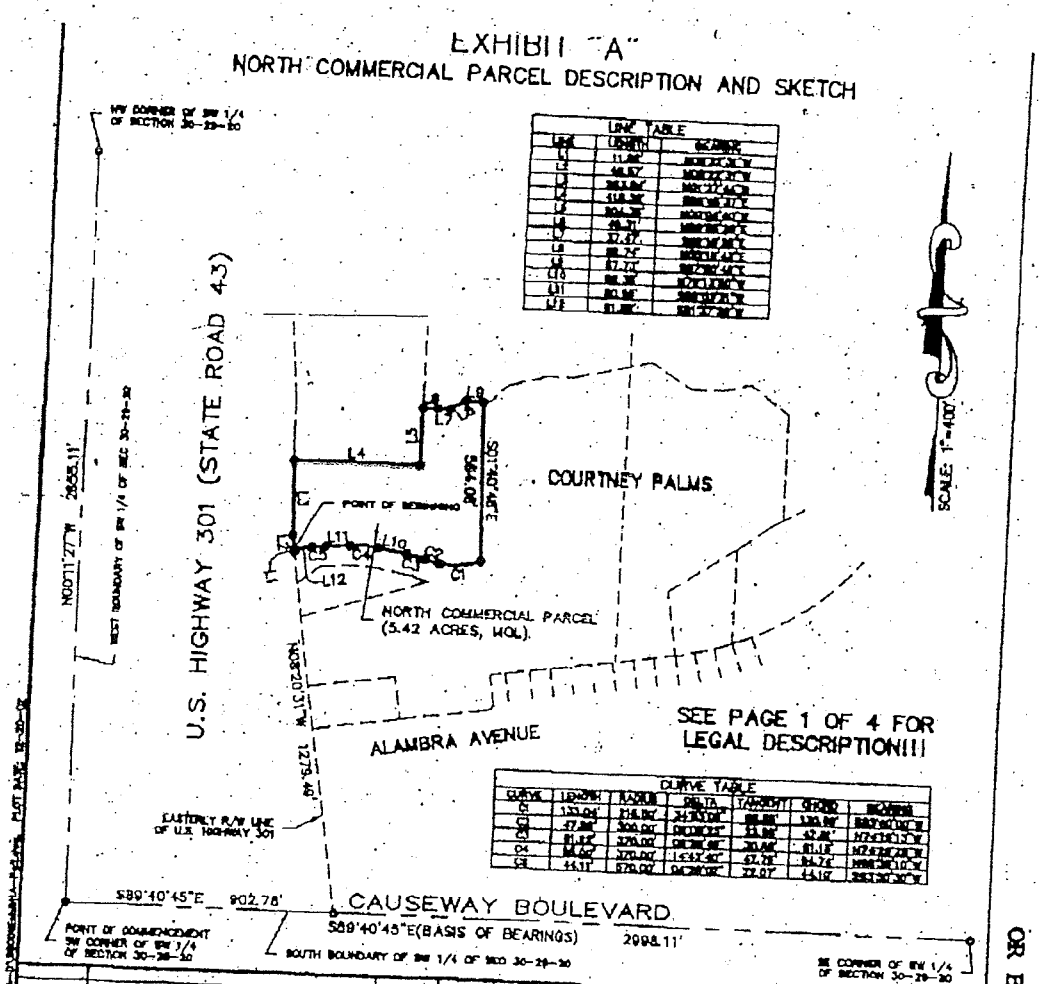


OR BK 12213 PG 0619

tion: Hillsborough,FL Document-Book.Page 12213.609 Page: 11 of 23
ills Comment:

# EXHIBIT "A"

## NORTH COMMERCIAL PARCEL DESCRIPTION AND SKETCH




CERTIFIED TO:

CONTRAVEST, INC., A FLORIDA CORPORATION

BROOKS AND ASSOCIATES, INC.
206 ROSEWOOD AVENUE · BRANDON, FLORIDA 33510
(813) 683-1728 · FAX (813) 683-1878

Civil and Environmental Engineering · Land Surveying and Planning

Project No.: 880-01 | Date: 12-20-02

Section 30 Township 29 S Range 20 E

PAGE 2 OF 4

THIS SURVEY NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL

### SURVEYOR'S CERTIFICATE

This certifies that a sketch of the above described property was made under my supervision and that the drawing is a true and accurate representation thereof and meets the minimum technical standards for surveys set forth by the Florida Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.

WALTER C. SHORRILL, JR. 12/13/02 P.S.M. No. 4803

OR BK 12213 PG 0620

BROOKS AND AMADEN, INC.
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510 • TELEPHONE (813) 653-1125
P.O. BOX 1129 • BRANDON, FLORIDA 33509-1129 • FAX (813) 653-1679
www.brooks-amaden.com

# EXHIBIT "A"

December 20, 2002

Legal Description: (South Commercial Parcel)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 1051.13 feet to the Point of Beginning; thence continue North 08°20'31" West, 120.19 feet; thence departing said right-of-way line, North 50°42'35" East, 96.48 feet to the beginning of a non-tangent curve; thence 17.87 feet along the arc of a curve to the right having a radius of 500.00 feet, an included angle of 02°02'52", and a chord of 17.87 feet which bears North 85°02'05" East to a point of tangency; thence North 86°03'31" East, 20.55 feet to a point of curvature; thence 77.03 feet along the arc of a curve to the right having a radius of 300.00 feet, an included angle of 14°42'40", and a chord of 76.82 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 49.64 feet along the arc of a curve to the right having a radius of 300.00 feet, an included angle of 09°28'49", and a chord of 49.58 feet which bears South 74°29'25" East to a point of reverse curvature; thence 39.93 feet along the arc of a curve to the left having a radius of 370.00 feet, an included angle of 06°10'59", and a chord of 39.91 feet which bears South 72°50'30" East to the end of said curve and the beginning of a non-tangent line; and thence South 71°27'13" West, 437.34 feet to the Point of Beginning.

Tract contains 1.00 acre, more or less.

Prepared by:
*Brooks and Amaden, Inc.*
*205 Ridgewood Avenue*
*Brandon, FL 33510*
*813-653-1125*
*Walter C. Sherrill, Jr., PSM*
*Survey Manager*

OR BK 12213 PG 0621

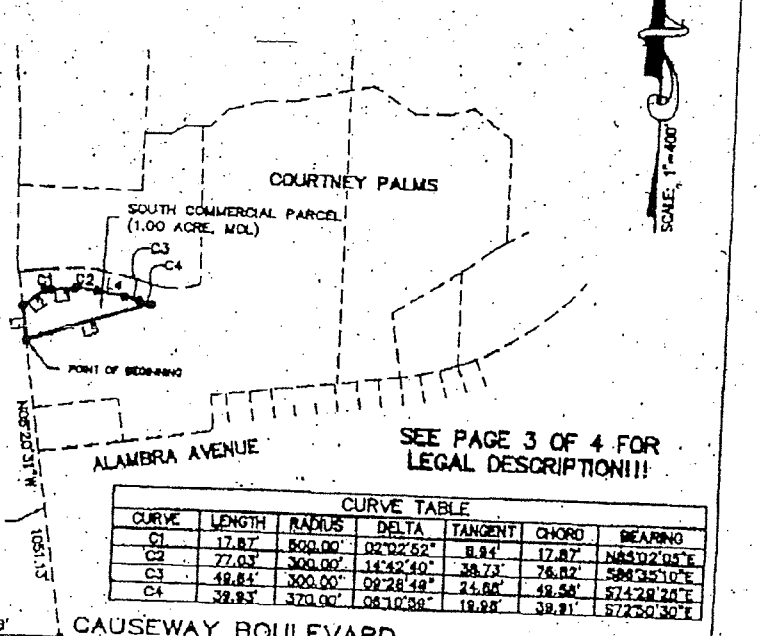


ption: Hillsborough,FL Document-Book.Page 12213.609 Page: 13 of 23
Hills Comment:

# EXHIBIT "A"

## SOUTH COMMERCIAL PARCEL DESCRIPTION AND SKETCH

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 120.19' | N08°20'31"W |
| L2 | 96.48' | N50°42'35"E |
| L3 | 80.55' | N88°03'31"E |
| L4 | 88.36' | S79°13'50"E |
| L5 | 437.34' | S71°27'13"W |




| CURVE TABLE | | | | | | | |
|---|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD | BEARING |
| C1 | 17.87' | 500.00' | 02°02'52" | 8.94' | 17.87' | N85°02'05"E |
| C2 | 77.03' | 300.00' | 14°42'40" | 38.73' | 76.82' | S86°35'10"E |
| C3 | 49.84' | 300.00' | 09°28'49" | 24.88' | 49.78' | S74°28'20"E |
| C4 | 39.93' | 370.00' | 06°10'38" | 19.98' | 39.91' | S72°50'30"E |

| Date | Description of Work | Party Chief | Drawn by | Checked by |
|---|---|---|---|---|
| 12-20-02 | PROPOSED ACS SKETCH | | | |

THIS SURVEY NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL

SURVEYOR'S CERTIFICATE

This certifies that a sketch of the above described property was made under my supervision and that the drawing is a true and complete representation thereof. Subject to the exceptions hereinabove stipulated for survey and title by the Florida Board of Land Surveyors pursuant to Section 472.027 Florida Statutes Statutes.

Walter C. Sherrill Jr. 12/20/02

WALTER C. SHERRILL, JR. P.S.M. No. 4803

CERTIFIED TO:

CONTRAVEST, INC., A FLORIDA CORPORATION

BROOKS AND ARNOLD, INC.
306 RIDGEWOOD AVENUE · BRANDON, FLORIDA 33510
(813) 683-1126 · FAX (813) 683-1678

Project No.: 590-01 | Date 12-20-02

Section 30 Township 29 S Range 20 E



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Hills Comment:

BROOKS AND AMADEN, INC.
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510 • TELEPHONE (813) 653-1125
P.O. BOX 1129 • BRANDON, FLORIDA 33509-1129 • FAX (813) 653-1679
www.brooks-amaden.com

## EXHIBIT "B"

December 20, 2002

Legal Description: (Courtney Palms Parcel)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 809.23 feet to the Point of Beginning; thence continue North 08°20'31" West, 241.89 feet; thence departing said Easterly right-of-way line, North 71°27'13" East, 437.34 feet to the beginning of a non-tangent curve; thence 39.93 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 06°10'59", and a chord of 39.91 feet which bears North 72°50'30" West to a point of reverse curvature; thence 49.64 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°28'49", and a chord of 49.58 feet which bears North 74°29'25" West to a point of tangency; thence North 79°13'50" West, 98.38 feet to a point of curvature; thence 77.03 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 14°42'40", and a chord of 76.82 feet which bears North 86°35'10" West to a point of tangency; thence South 86°03'31" West, 80.55 feet to a point of curvature; thence 17.87 feet along the arc of a curve to the left having a radius of 500.00 feet, an included angle of 02°02'52", and a chord of 17.87 feet which bears South 85°02'05" West to the beginning of a non-tangent line; thence South 50°42'35" West, 96.48 feet to a point of intersection with the aforementioned Easterly right-of-way line of U.S. Highway 301; thence along said Easterly right-of-way line, North 08°20'31" West, 108.18 feet; thence North 08°22'31" West, 11.82 feet; thence departing said Easterly right-of-way line, North 81°37'29" East, 61.89 feet to a point of curvature; thence 44.11 feet along the arc of a curve to the right having a radius of 570.00 feet, an included angle of 04°26'02", and a chord of 44.10 feet which bears North 83°50'30" East to a point of tangency; thence North 86°03'31" East, 80.55 feet to a point of curvature; thence 95.00 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 14°42'40", and a chord of 94.74 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 61.22 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 09°28'49", and a chord of 61.15 feet which bears South 74°29'25" East to a point of reverse curvature; thence 47.86 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°08'25", and a chord of 47.81 feet which bears South 74°19'13" East to a point of compound curvature; thence 133.04 feet along the arc of a curve to the left having a radius of 218.50 feet, an included angle of 34°53'08", and a chord of 130.99 feet which bears North 83°40'00" East to the end of said curve and the beginning of a non-tangent line; thence North 01°40'48" West, 564.08 feet; thence South 87°50'40" East, 20.44 feet; thence North 43°03'52" East, 88.43 feet; thence North 74°10'32" East, 128.55 feet; thence North 88°21'34" East, 98.74 feet; thence North 75°59'40" East,



OR BK 12213 PG 0623

iption: Hillsborough,FL Document-Book.Page 12213.609 Page: 15 of 23
: Hills Comment:

259.17 feet; thence South 55°26'16" East, 164.45 feet; thence North 89°07'43" East, 113.58 feet; thence North 72°09'52" East, 82.37 feet; thence South 51°16'51" East, 167.10 feet; thence South, 374.02 feet; thence South 58°31'04" West, 46.89 feet; thence South 52°09'06" West, 135.69 feet; thence South 54°58'45" West, 269.01 feet; thence South 08°45'43" East, 225.94 feet to a point of intersection with the Northerly boundary of "Clair-Mel City, Unit No. 52", according to the plat thereof as recorded in Plat Book 37, Page 85, public records of Hillsborough County, Florida; thence along said Northerly boundary, South 81°28'15" West, 620.00 feet to the Northwesterly corner of the right-of-way of Calle Street as dedicated on said "Clair-Mel City, Unit No. 52"; thence along the Westerly right-of-way of said Calle Street, South 08°29'43" East, 100.02 feet to a point of curvature; thence 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet, an included angle of 89°59'21", and a chord of 35.35 feet which bears South 36°29'58" West to a point of intersection with the Northerly right-of-way line of Alambra Avenue as dedicated by plat of "Clair-Mel City, Unit No. 51", according to the plat thereof as recorded in Plat Book 36, Page 31, public records of Hillsborough County, Florida; thence along said Northerly right-of-way line of Alambra Avenue, South 81°28'15" West, 279.48 feet; thence departing said Northerly right-of-way line, North 08°20'31" West, 150.00 feet; and thence South 81°28'15" West, 290.40 feet to the Point of Beginning.

Tract contains 25.66 acres, more or less.

Prepared by:
*Brooks and Amadan, Inc.*
*205 Ridgewood Avenue*
*Brandon, FL 33510*
*813-653-1125*
*Walter C. Sherrill, Jr., PSM*
*Survey Manager*

OR BK 12213 PG 0624



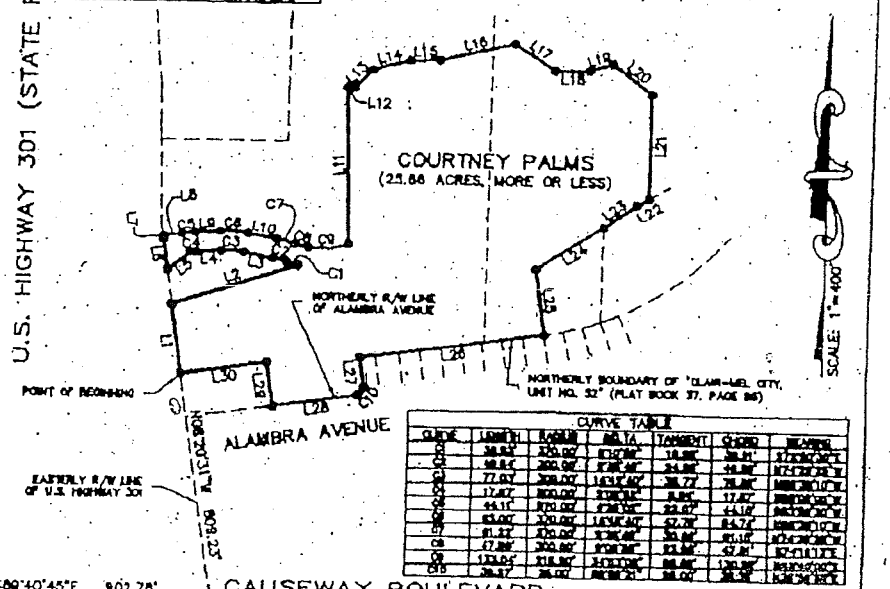
iption: Hillsborough,FL Document-Book.Page 12213.609 Page: 16 of 23
Hills Comment:

# EXHIBIT "B"

## COURTNEY PALMS PARCEL DESCRIPTION AND SKETCH

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 341.38' | N00°06'30"E |
| L2 | 137.31' | N71°27'13"E |
| L3 | 86.38' | N70°13'50"E |
| L4 | 89.86' | N88°07'30"E |
| L5 | 86.46' | S80°56'38"E |
| L6 | 106.18' | N08°30'31"W |
| L7 | 11.00' | N88°22'18"W |
| L8 | 81.00' | S88°37'30"E |
| L9 | 86.00' | N88°54'30"E |
| L10 | 86.00' | S70°13'50"E |
| L11 | 864.06' | N01°30'40"E |
| L12 | 30.44' | S88°29'30"E |
| L13 | 88.63' | N43°00'00"E |
| L14 | 198.86' | N70°10'30"E |
| L15 | 86.24' | N88°07'34"E |
| L16 | 308.17' | N00°06'40"E |
| L17 | 184.46' | S88°30'40"E |
| L18 | 113.06' | S88°07'40"E |
| L19 | 82.37' | N72°08'30"E |
| L20 | 187.10' | N88°30'40"E |
| L21 | 374.08' | S00°06'40"W |
| L22 | 46.88' | S88°30'40"W |
| L23 | 138.88' | S88°30'40"W |
| L24 | 300.00' | S00°06'40"W |
| L25 | 238.84' | S00°06'40"W |
| L26 | 830.00' | S00°06'40"W |
| L27 | 100.00' | S00°06'40"W |
| L28 | 270.46' | S00°06'40"W |
| L29 | 130.00' | N00°06'40"W |
| L30 | 286.40' | S00°06'40"W |

SEE PAGES 1 OF 3 & 2 OF 3
FOR LEGAL DESCRIPTION!!!




| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD | BEARING |
| C1 | 38.84' | 330.00' | 6°10'00" | 19.46' | 38.81' | S73°30'30"E |
| C2 | 68.84' | 300.00' | 6°30'40" | 34.46' | 68.68' | S72°25'30"E |
| C3 | 77.07' | 300.00' | 14°31'40" | 38.77' | 76.86' | N88°30'10"W |
| C4 | 17.87' | 300.00' | 3°30'00" | 8.94' | 17.87' | N88°30'30"W |
| C5 | 44.15' | 870.00' | 2°36'00" | 22.07' | 44.15' | N87°38'30"W |
| C6 | 83.00' | 300.00' | 15°50'40" | 52.39' | 82.73' | N88°30'10"W |
| C7 | 81.22' | 300.00' | 9°30'40" | 40.86' | 81.10' | N74°40'30"W |
| C8 | 47.88' | 300.00' | 9°00'00" | 23.94' | 47.81' | N71°11'30"W |
| C9 | 133.04' | 318.00' | 24°00'00" | 66.46' | 132.08' | N88°00'00"W |
| C10 | 38.87' | 38.00' | 88°38'31" | 24.00' | 36.78' | N38°34'30"W |

CONTRACTED TO:
CONTRAVEST, INC., A FLORIDA CORPORATION

| Date | Description of Work | Party Chief | Drawn by | Checked by |
|---|---|---|---|---|
| 12-20-02 | DESCRIPTION AND SKETCH | — | MW | WCS |

THIS SURVEY NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL

SURVEYOR'S CERTIFICATE

This certifies that a sketch of the above described property was made under my supervision and that the drawing is a true and accurate representation thereof and meets the minimum technical standards for surveys set forth by the Florida Board of Land Surveyors pursuant to Section 472.027 Florida State Statutes.

Walter C. Sherrill Jr. 12/23/02
WALTER C. SHERRILL, JR. P.S.M. No. 4603

BROOKS AND ASSOCIATES, INC.
306 RIDGEWOOD AVENUE · BRANDON, FLORIDA 33510
(813) 683-1136 · FAX (813) 653-1676
Civil and Environmental Engineering · Land Surveying and Planning

Project No.: 880-01 Date: 12-20-02
Section 30 Township 29 S Range 20 E

PAGE 3 OF 3

BROOKS AND AMADEN, INC.
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510 • TELEPHONE (813) 653-1125
P.O. BOX 1129 • BRANDON, FLORIDA 33509-1129 • FAX (813) 653-1679
www.brooks-amaden.com

# EXHIBIT "C"

December 20, 2002

Legal Description: (North Landscape Parcel)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 1279.49 feet; thence North 08°22'31" West, 11.82 to the Point of Beginning; thence continue along said Easterly right-of-way line, North 08°22'31" West, 49.57 feet; thence North 01°27'44" West, 0.44 feet; thence departing said Easterly right-of-way line, South 67°21'30" East, 81.62 feet to the beginning of a non-tangent curve; thence 36.62 feet along the arc of a curve to the right having a radius of 578.00 feet, an included angle of 03°37'48", and a chord of 36.61 feet which bears North 84°14'37" East to a point of tangency; thence North 86°03'31" East, 80.55 feet to a point of curvature; thence 97.05 feet along the arc of a curve to the right having a radius of 378.00 feet, an included angle of 14°42'40", and a chord of 96.79 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 62.54 feet along the arc of a curve to the right having a radius of 378.00 feet, an included angle of 09°28'49", and a chord of 62.47 feet which bears South 74°29'25" East to a point of reverse curvature; thence 46.58 feet along the arc of a curve to the left having a radius of 292.00 feet, an included angle of 09°08'25", and a chord of 46.53 feet which bears South 74°18'13" East to a point of compound curvature; thence 131.42 feet along the arc of a curve to the left having a radius of 210.50 feet, an included angle of 35°46'20", and a chord of 129.30 feet which bears North 83°13'24" East to the end of said curve and the beginning of a non-tangent line; thence South 01°40'48" East, 8.66 feet to the beginning of a non-tangent curve; thence 133.04 feet along the arc of a curve to the right having a radius of 218.50 feet, an included angle of 34°53'08", and a chord of 130.99 feet which bears South 83°40'00" West to a point of compound curvature; thence 47.86 feet along the arc of a curve to the right having a radius of 300.00 feet, an included angle of 09°08'25", and a chord of 47.81 feet which bears North 74°18'13" West to a point of reverse curvature; thence 61.22 feet along the arc of a curve to the left having a radius of 370.00 feet, an included angle of 09°28'49", and a chord of 61.15 feet which bears North 74°29'25" West to a point of tangency; thence North 79°13'50" West, 98.38 feet to a point of curvature; thence 95.00 feet along the arc of a curve to the left having a radius of 370.00 feet, an included angle of 14°42'40", and a chord of 94.74 feet which bears North 86°35'10" West to a point of tangency; thence South 86°03'31" West, 80.55a feet to a point of curvature; thence 44.11 feet along the arc of a curve to the left having a radius of 570.00 feet, an included angle of 04°26'02", and a chord of 44.10 feet which bears South 83°50'30" West to a point of tangency; and thence South 81°37'29" West, 61.89 feet to the Point of Beginning.

Tract contains 6,450 square feet (0.15 acre), more or less.

Prepared by:
*Brooks and Amaden, Inc.*
*205 Ridgewood Avenue*
*Brandon, FL 33510*
*813-653-1125*
*Walter C. Sherrill, Jr., PSM*
*Survey Manager*

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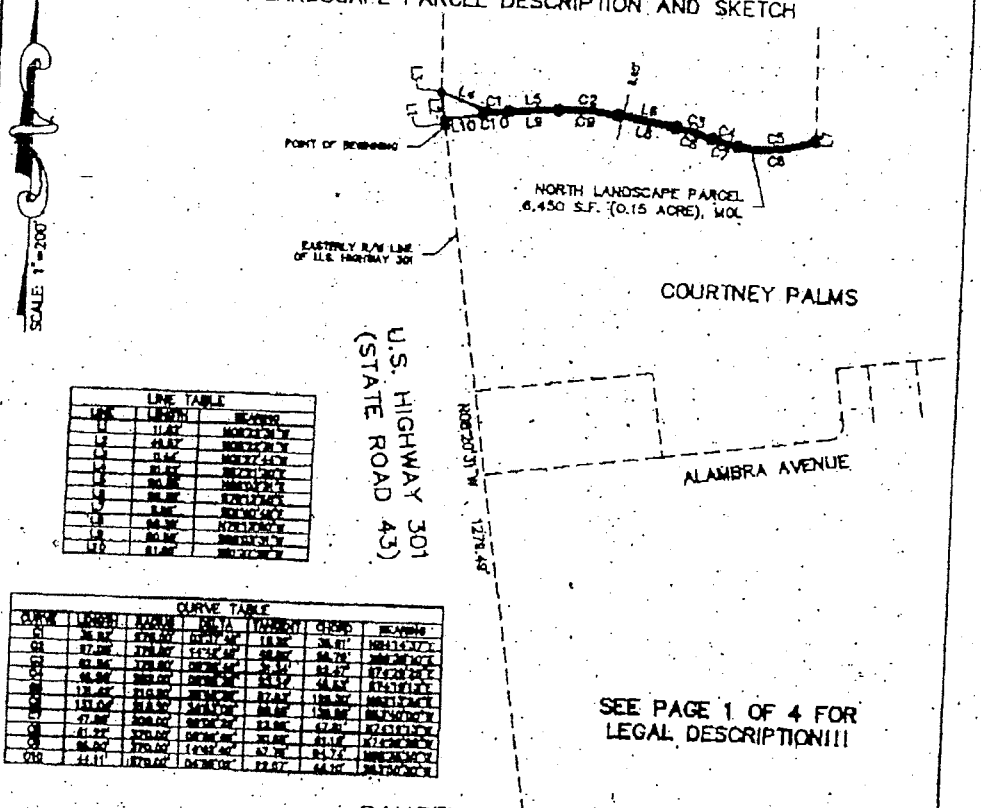
lills Comment:

# EXHIBIT "C"

## NORTH LANDSCAPE PARCEL DESCRIPTION AND SKETCH




LINE TABLE

| LINE | LENGTH | BEARING |
|---|---|---|
| L1 | 11.82' | N00°02'36"W |
| L2 | 44.82' | N00°02'36"W |
| L3 | 5.94' | N00°27'44"W |
| L4 | 81.17' | N00°27'44"W |
| L5 | 80.00' | N00°00'00"E |
| L6 | 80.00' | N00°00'00"E |
| L7 | 5.00' | N00°00'00"E |
| L8 | 84.36' | N00°00'00"E |
| L9 | 80.00' | N00°00'00"E |
| L10 | 81.00' | N00°00'00"E |

CURVE TABLE

| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD | BEARING |
|---|---|---|---|---|---|---|
| C1 | 36.82' | 670.00' | 03°08'46" | 18.41' | 36.81' | N00°14'37"E |
| C2 | 87.00' | 370.00' | 13°47'42" | 43.66' | 86.78' | N00°36'36"E |
| C3 | 62.86' | 370.00' | 09°38'42" | 31.51' | 62.79' | N07°00'36"E |
| C4 | 46.00' | 360.00' | 07°19'12" | 23.01' | 45.97' | N14°09'36"E |
| C5 | 128.42' | 310.00' | 23°43'36" | 65.17' | 127.51' | N25°51'12"E |
| C6 | 133.00' | 314.00' | 24°16'00" | 67.47' | 132.00' | N26°12'24"E |
| C7 | 47.00' | 308.00' | 08°30'00" | 23.56' | 47.00' | N37°00'00"E |
| C8 | 61.33' | 370.00' | 09°30'00" | 30.69' | 61.26' | N37°00'00"E |
| C9 | 86.00' | 370.00' | 13°00'00" | 43.26' | 85.74' | N00°00'00"E |
| C10 | 11.11' | 370.00' | 04°00'00" | 5.56' | 11.10' | N00°00'00"E |

CERTIFIED TO:

CONTRAVEST, INC., A FLORIDA CORPORATION

THIS SURVEY NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL

SURVEYOR'S CERTIFICATE

This certifies that a sketch of the above described property was made under my supervision and that the drawing is a true and accurate representation thereof and meets the minimum technical standards for surveys set forth by the Florida Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.

WALTER C. SHERRILL, JR. 12/13/02 P.S.M. No. 4903

BROOKS AND ARNOLD, INC.
3058 RIDGEWOOD AVENUE · BRANDON, FLORIDA 33510
(813) 683-1128 · FAX (813) 683-1679
Civil and Environmental Engineering · Land Surveying and Planning

Project No.: 880-01 Date: 12-20-02
Section 30 Township 29 S Range 20 E

PAGE 2 OF 4

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www.brooks-amaden.com

## EXHIBIT "C"

December 20, 2002

Legal Description: (South Landscape Parcel)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 1171.32 feet; thence departing said right-of-way line, North 50°42'35" East, 81.62 feet to the Point of Beginning; thence continue North 50°42'35" East, 14.86 feet to the beginning of a non-tangent curve; thence 17.87 feet along the arc of a curve to the right having a radius of 500.00 feet, an included angle of 02°02'52", and a chord of 17.87 feet which bears North 85°02'05" East to a point of tangency; thence North 86°03'31" East, 80.55 feet to a point of curvature; thence 77.03 feet along the arc of a curve to the right having a radius of 300.00 feet, an included angle of 14°42'40", and a chord of 76.82 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 49.64 feet along the arc of a curve to the right having a radius of 300.00 feet, an included angle of 09°28'49", and a chord of 49.58 feet which bears South 74°29'25" East to a point of reverse curvature; thence 39.93 feet along the arc of a curve to the left having a radius of 370.00 feet, an included angle of 06°10'59", and a chord of 39.91 feet which bears South 72°50'30" East to the end of said curve and the beginning of a non-tangent line; thence South 71°27'13" West, 14.48 feet to the beginning of a non-tangent curve; thence 28.59 feet along the arc of a curve to the right having a radius of 378.00 feet, an included angle of 04°20'03", and a chord of 28.59 feet which bears North 71°55'03" West to a point of reverse curvature; thence 48.31 feet along the arc of a curve to the left having a radius of 292.00 feet, an included angle of 09°28'49", and a chord of 48.26 feet which bears North 74°29'25" West to a point of tangency; thence North 79°13'50" West, 98.38 feet to a point of curvature; thence 74.97 feet along the arc of a curve to the left having a radius of 292.00 feet, an included angle of 14°42'40", and a chord of 74.77 feet which bears North 86°35'10" West to a point of tangency; thence South 86°03'31" West, 80.55 feet to a point of curvature; and thence 30.00 feet along the arc of a curve to the left having a radius of 492.00 feet, an included angle of 03°29'38", and a chord of 30.00 feet which bears South 84°18'41" West to the Point of Beginning.

Tract contains 2,896 square feet (0.07 acre), more or less.

Prepared by:
*Brooks and Amaden, Inc.*
*205 Ridgewood Avenue*
*Brandon, FL 33510*
*813-653-1125*
*Walter C. Sherrill, Jr., PSM*
*Survey Manager*

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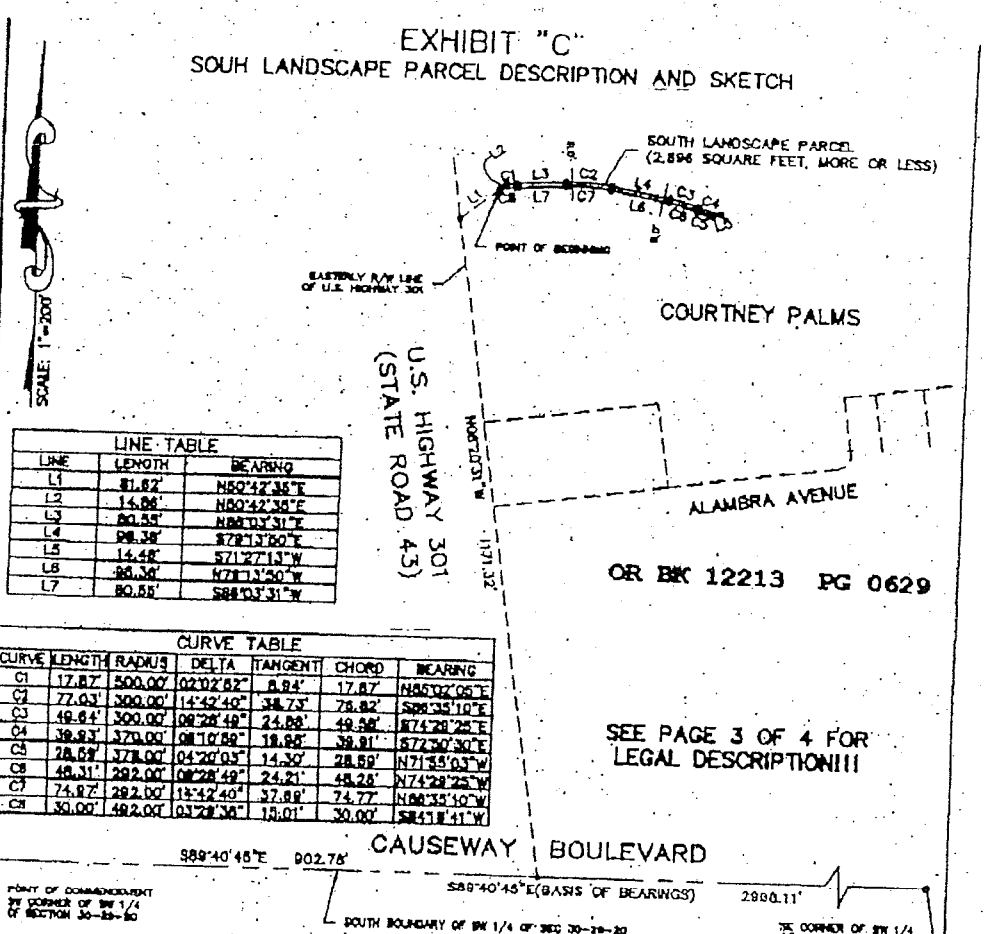
OR BK 12213 PG 0628

ption: Hillsborough,FL Document-Book.Page 12213.609 Page: 20 of 23
Hills Comment:

# EXHIBIT "C"

## SOUH LANDSCAPE PARCEL DESCRIPTION AND SKETCH




| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 81.82' | N50°42'35"E |
| L2 | 14.86' | N80°42'35"E |
| L3 | 80.55' | N88°03'31"E |
| L4 | 98.38' | S78°13'50"E |
| L5 | 14.48' | S71°27'13"W |
| L6 | 98.38' | N78°13'50"W |
| L7 | 80.55' | S88°03'31"W |

| CURVE TABLE | | | | | | |
|---|---|---|---|---|---|---|
| CURVE | LENGTH | RADIUS | DELTA | TANGENT | CHORD | BEARING |
| C1 | 17.87' | 500.00' | 02°02'52" | 8.94' | 17.87' | N85°02'05"E |
| C2 | 77.03' | 300.00' | 14°42'40" | 38.73' | 76.82' | S86°35'10"E |
| C3 | 49.64' | 300.00' | 09°28'49" | 24.88' | 49.58' | S74°28'25"E |
| C4 | 39.83' | 370.00' | 06°10'59" | 19.95' | 39.81' | S72°50'30"E |
| C5 | 28.59' | 378.00' | 04°20'05" | 14.30' | 28.59' | N71°55'03"W |
| C6 | 48.31' | 292.00' | 09°28'49" | 24.21' | 48.26' | N74°28'25"W |
| C7 | 74.87' | 292.00' | 14°42'40" | 37.88' | 74.77' | N86°35'10"W |
| C8 | 30.00' | 492.00' | 03°28'36" | 15.01' | 30.00' | S84°18'41"W |

| Date | Description of Work | Party Chief | Drawn by | Checked by |
|---|---|---|---|---|
| 12-20-02 | [illegible] | — | RW | [illegible] |

THIS SURVEY NOT VALID UNLESS SIGNATURE WITH AN EMBOSSED SURVEYOR'S SEAL

CERTIFIED TO:

CONTRAVEST, INC., A FLORIDA CORPORATION

### SURVEYOR'S CERTIFICATE

This certifies that a sketch of the above described property was made under my supervision and that the drawing is a true and accurate representation thereof and meets the minimum technical standards set forth by the Florida Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.

WALTER C. SHERRILL, JR. 12/23/02

P.S.M. No. 4803

BROOKS AND ASSOCIATES, INC.

308 RIDGEWOOD AVENUE · BRANDON, FLORIDA 33510

(813) 683-1125 · FAX (813) 683-1879

Civil and Environmental Engineering · Land Surveying and Planning

Project No.: 880-01 Date: 12-20-02

Section 30 Township 29 S Range 20 E

PAGE 4 OF 4

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www.brooks-amaden.com

# EXHIBIT "D"

December 20, 2002

Legal Description: (Courtney Palms Access and Utility Parcel)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 1221.32 feet to the Point of Beginning; thence continue North 08°20'31" West, 58.18 feet; thence North 08°22'31" West, 11.82 feet; thence departing said Easterly right-of-way line, North 81°37'29" East, 61.89 feet to a point of curvature; thence 44.11 feet along the arc of a curve to the right having a radius of 570.00 feet, an included angle of 04°26'02", and a chord of 44.10 feet which bears North 83°50'30" East to a point of tangency; thence North 86°03'31" East, 80.55 feet to a point of curvature; thence 95.00 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 14°42'40", and a chord of 94.74 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 61.22 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 09°28'49", and a chord of 61.15 feet which bears South 74°29'25" East to a point of reverse curvature; thence 47.86 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°08'25", and a chord of 47.81 feet which bears South 74°19'13" East to a point of compound curvature; thence 133.04 feet along the arc of a curve to the left having a radius of 218.50 feet, an included angle of 34°53'08", and a chord of 130.99 feet which bears North 83°40'00" East to the end of said curve and the beginning of a non-tangent line; thence South 01°40'48" East, 74.09 feet to the beginning of a non-tangent curve; thence 147.74 feet along the arc of a curve to the right having a radius of 288.50 feet, an included angle of 29°20'30", and a chord of 146.13 feet which bears South 86°26'19" West to a point of compound curvature; thence 59.03 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 09°08'25", and a chord of 58.96 feet which bears North 74°19'13" West to a point of reverse curvature; thence 49.64 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°28'49", and a chord of 49.58 feet which bears North 74°29'25" West to a point of tangency; thence North 79°13'50" West, 98.38 feet to a point of curvature; thence 77.03 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 14°42'40", and a chord of 76.82 feet which bears North 86°35'10" West to a point of tangency; thence South 86°03'31" West, 80.55 feet to a point of curvature; thence 38.69 feet along the arc of a curve to the left having a radius of 500.00 feet, an included angle of 04°26'02", and a chord of 38.68 feet which bears South 83°50'30" West to a point of tangency; and thence South 81°37'29" West, 61.93 feet to the Point of Beginning.

Tract contains 43,221 square feet (0.99 acre), more or less.

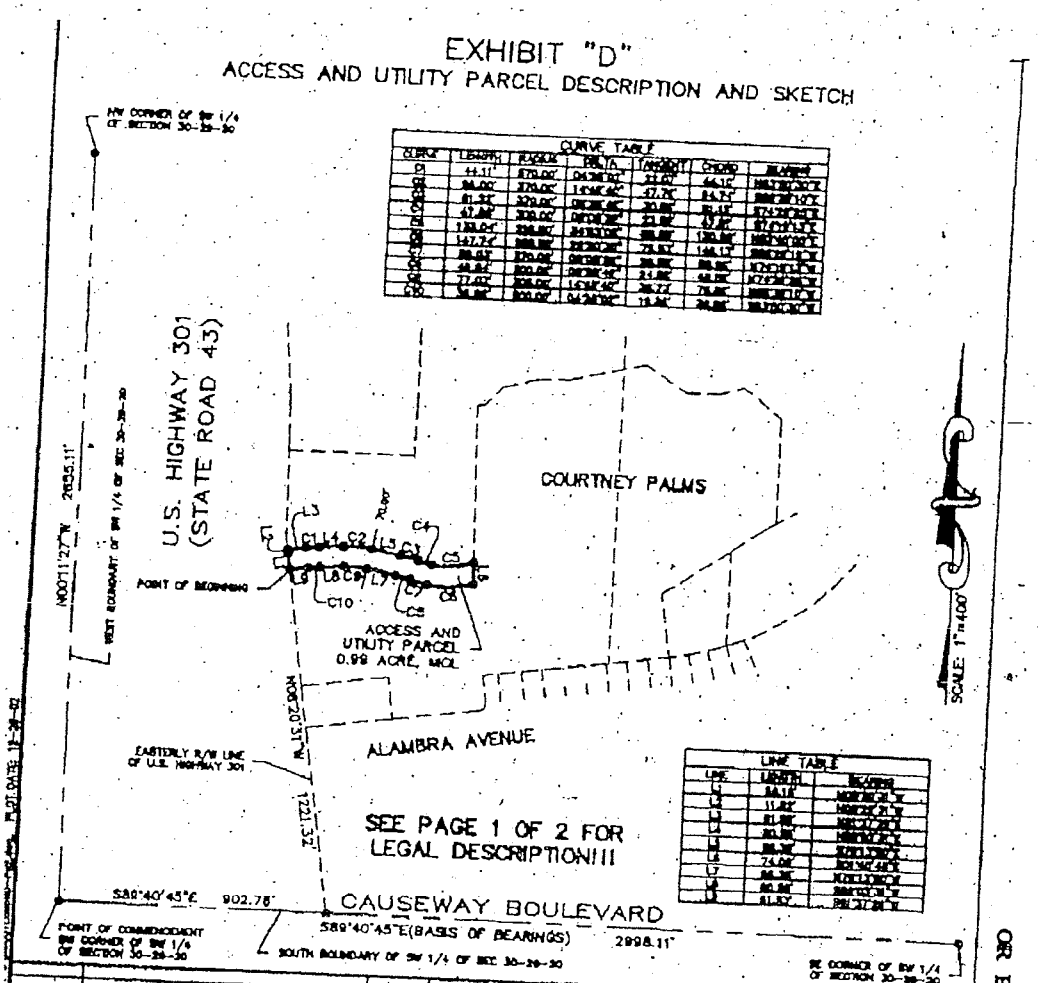
Prepared by:
*Brooks and Amaden, Inc.*
*205 Ridgewood Avenue*
*Brandon, FL 33510*
*813-653-1125*
*Walter C. Sherrill, Jr., PSM*
*Survey Manager*



ription: Hillsborough,FL Document-Book.Page 12213.609 Page: 22 of 23
: Hills Comment:

# EXHIBIT "D"

## ACCESS AND UTILITY PARCEL DESCRIPTION AND SKETCH




OR BK 12213 PG 0531

7B

Macfarlane Ferguson
P.O. Box 1531
Tampa, FL 33601

# PARTIAL ASSIGNMENT OF DRAINAGE RIGHTS

This agreement, dated this 26 day of December, 2002, by and between **Courtney Palms Apartments, LLC, a Florida limited liability company** ("Courtney") whose address is 100 Colonial Center Parkway, Suite 470, Lake Mary, Florida 32746, and **Gateway Ventures of Brandon, a Florida general partnership** ("Gateway"), whose address is P.O. Box 2614, Brandon, Florida 33509.

WITNESSES

WHEREAS, Crosstown Community Church has received from the Tampa - Hillsborough County Expressway Authority ("CEA") the right to discharge storm water equal to the equivalent of 19.2 acres of land containing approximately 14.36 acres of impervious surface into a storm water pond to be constructed by CEA pursuant to paragraph 4 of that certain Addendum to Purchase Agreement by and between Gateway and CEA dated March 11, 2002, a copy of which is an attachment to that certain Approval and Mitigation Agreement recorded November 11, 2002 in O.R. Book 12062, Page 982, Public Records of Hillsborough County, Florida
(the "Drainage Rights"); and

$42.00

WHEREAS, the Church partially assigned its Drainage Rights to Gateway; and

WHEREAS, the portion of the Drainage Rights assigned to Gateway by Church are further assignable in full or in part; and

WHEREAS, Gateway has previously agreed to transfer to Courtney the volume and flow generated from 3 acres of land in the post-development condition using an impervious "C" factor as allowed in the Permits (as such term is defined in the Opeartion, Maintenance and Easement Agreement recorded November 7, 2002 in O.R. Book 12084, Page 1919, Public Records of Hillsborough County, Florida) from a 25 year, 24 hour rainfall into the storm water pond; and

WHEREAS, Gateway and Courtney wish to complete the transfer of a portion of the Drainage Rights from Gateway to Courtney.

Now, therefore, for and in consideration of the sum of ten dollars ($10.00) paid to Gateway by Courtney, and such other consideration as the parties deem adequate under the circumstances, the parties do hereby agree as follows:

1. Assignment. Gateway hereby assigns to Courtney and its successors and assigns all of its rights, title and interest in and to a portion of the Drainage Rights for the equivalent of the volume and flow generated from 3 acres of land in the post-development condition using an impervious "C" factor as allowed in the Permits (as such term is defined in the Opeartion, Maintenance and Easement Agreement recorded November 7, 2002 in O.R. Book 12084, Page 1919, Public Records of Hillsborough County, Florida) from a 25 year, 24 hour rainfall in the central and eastern drainage basin of the area known as Wetland Conservation Area No. 600 as shown on Exhibit "A" hereto.

2. Additional Documents. The parties hereto agree to execute any and all additional documents that may be required to effect the transfer set forth herein.

3. Notice.

i. Form. Every notice, demand, consent, approval, or othr document or

BEST IMAGES AVAILABLE

INSTR # 2002442517
OR BK 12213 PG 0639
RECORDED 12/26/2002 04:38 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK D LeDuc

9/7

instument required or permitted to be served upon or given to any O[illegible] shall be delivered in person or sent by nationally recognized air expr[illegible] by certified mail, postage prepaid, return receipt requested, and, shall be [illegible] to the following addresses, respectively:

If to the Courtney:

Courtney Palms Apartments, LLC
100 Colonial Center Parkway, Suite 470,
Lake Mary, Florida 32746.

If to Gateway:

Gateway Ventures of Brandon
P.O. Box 2614
Brandon, Florida 33509
Attention: David Chadwell

ii. Change of Address. Any Owner may specify or change the place for service of notice by sending anotice to the other Owner(s), which notice shall become efective ten (10) days after delivery thereof. All such notice addresses shall be within the United States.

4. Miscellaneous.

a. If any provision of this Agreement, or portion thereof, or the application thereof to any person or circumstances, shall, to the extent be held invalid, inoperative or unenforceable, the remainder of this Agreement, or the application of such provision or portion thereof to any other persons or circumstances, shall not be affected thereby; it shall not be deemed that any such invalid provision affects the consideration for this Agreement; and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

b. This Agreement shall be construed in accordance with the laws of the State of Florida.

c. The section headings in this Agreement are for convenience only, shall in no way define or limit the scope or content of this Agreement, and shall not be considered in any construction or interpretation of this Agreement or any part hereof.

d. Where the sense of this Agreement requires, any reference to a term in the singular shall be deemed to include the plural of said term, and any reference to a term in the plural shall be deemed to include the singular of said term.



ption: Hillsborough,FL Document-Book.Page 12213.639 Page: 2 of 9
Hills Comment:

5. Nothing in this Agreement shall be construed to make the Parties hereto partners or joint venturers or render either of said parties liable for the debts or obligations of the other.

6. The validity of any one of the covenants, agreements, conditions or provisions of this Agreement or any one of the covenants, agreements, conditions or provisions or any portion hereof shall not affect the remaining portions hereof or any part hereof and this Agreement shall be construed as if such covenant, agreement, condition or provision had not been included herein.

7. This Agreement may be executed in counterparts, each of which shall constitute an original, but all taken together shall constitute one and the same Agreement.

**IN WITNESS WHEREOF,** the Parties have caused this Agreement to be executed as of the day and year first written above.

**"GATEWAY"**

**GATEWAY VENTURES OF BRANDON,** a Florida general partnership

**WITNESSES:**

Print Name: Lynn Tidwell

Print Name: David Price

Print Name: Lynn Tidwell

Print Name: David Price

Print Name: Lynn Tidwell

Print Name: David Price

Print Name: David Price

Print Name: Lynn Tidwell

By: David R. Chadwell, General Partner

By: James M. Chadwell, General Partner

By: Larry E. Chadwell, General Partner

By: Gregory L. Henderson, General Partner

OR BK 12213 PG 0641

WITNESSES:

Alicia A. Welch
Print Name: ALICIA A. WELCH

Print Name: Daniel T. O'Keefe

"COURTNEY"

COURTNEY PALMS APARTMENTS, LLC, a Florida limited liability company

By: Courtney Palms Development, Inc.
a Florida corporation

By: John Schaffer
Print Name: John Schaffer
Date: 12/23/02

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2002 by **David R. Chadwell**, as General Partner of **GATEWAY VENTURES OF BRANDON**, a Florida general partnership. He/she is personally known to me, or who produced _____ _____ as identification.

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2002 by **James M. Chadwell**, as General Partner of **GATEWAY VENTURES OF BRANDON**, a Florida general partnership. He/she is personally known to me, or who produced _____ _____ as identification.

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

OR BK 12213 PG 0642

WITNESSES:

ACOURTNEYe

COURTNEY PALMS APARTMENTS, LLC, a Florida limited liability company

By: Courtney Palms Development, Inc. a Florida corporation

By:_____
Print Name:_____
Date:_____

_____
Print Name:_____

_____
Print Name:_____

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 20 day of December, 2002 by **David R. Chadwell**, as General Partner of **GATEWAY VENTURES OF BRANDON**, a Florida general partnership. He/she is personally known to me, or who produced _____ as identification.

Lynn Tidwell

Print Name: Lynn Tidwell
Notary Public, State of Florida
Commission No.: CC 876487
My commission expires: 11/12/03

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 20 day of December, 2002 by **James M. Chadwell**, as General Partner of **GATEWAY VENTURES OF BRANDON**, a Florida general partnership. He/she is personally known to me, or who produced _____ as identification.

Lynn Tidwell

Print Name: Lynn Tidwell
Notary Public, State of Florida
Commission No.: CC 876487
My commission expires: 11/12/03

OR BK 12213 PG 0643

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this ____ day of December, 2002 by **Larry E. Chadwell**, as General Partner of **GATEWAY VENTURES OF BRANDON**, a Florida general partnership. He/she is personally known to me, or who produced _____ as identification.

LYNN TIDWELL
NOTARY PUBLIC
My Comm. Exp. 11/12/2003
No. CC 876487

Lynn Tidwell

Print Name: Lynn Tidwell
Notary Public, State of Florida
Commission No.: CC876487
My commission expires: 11/12/2003

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this ____ day of December, 2002 by **Gregory L. Henderson**, as General Partner of **GATEWAY VENTURES OF BRANDON**, a Florida general partnership. He/she is personally known to me, or who produced _____ as identification.

LYNN TIDWELL
NOTARY PUBLIC
My Comm. Exp. 11/12/2003
No. CC 876487

Lynn Tidwell

Print Name: Lynn Tidwell
Notary Public, State of Florida
Commission No.: CC876487
My commission expires: 11/12/2003

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2002 by _____, as _____ of **Courtney Palms Development, Inc., a Florida corporation on behalf of Courtney Palms Apartments, LLC, a Florida limited liability company**. He/She is personally known to me, or who produced _____ as identification.

Print Name:
Notary Public, State of Florida
Commission No.:
My commission expires:

C:\DOCUMENTS AND SETTINGS\DAVID CHADWELL\LOCAL SETTINGS\TEMPORARY INTERNET FILES\CONTENT.IE5\MPZ00KV6\COURTNEY ASSIGNMENT.DOC

OR BK 12213 PG 0644

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2002 by **Larry E. Chadwell**, as General Partner of **GATEWAY VENTURES OF BRANDON**, a Florida general partnership. He/she is personally known to me, or who produced _____ _____ as identification.

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of December, 2002 by **Gregory L. Henderson**, as General Partner of **GATEWAY VENTURES OF BRANDON**, a Florida general partnership. He/she is personally known to me, or who produced _____ _____ as identification.

_____
Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23rd day of December, 2002 by JOHN SCHAFFER, as VICE PRESIDENT of **Courtney Palms Development, Inc., a Florida corporation on behalf of Courtney Palms Apartments, LLC, a Florida limited liability company**. He/She is personally known to me, ~~or who produced~~ _____ _____ ~~as identification.~~

OFFICIAL NOTARY SEAL
ALICIA A WELCH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD015566
MY COMMISSION EXP. APR. 4,2005

Alicia A. Welch
Print Name: ALICIA A. WELCH
Notary Public, State of Florida
Commission No.: _____
My commission expires: _____

December 20, 2002 (3:39PM)

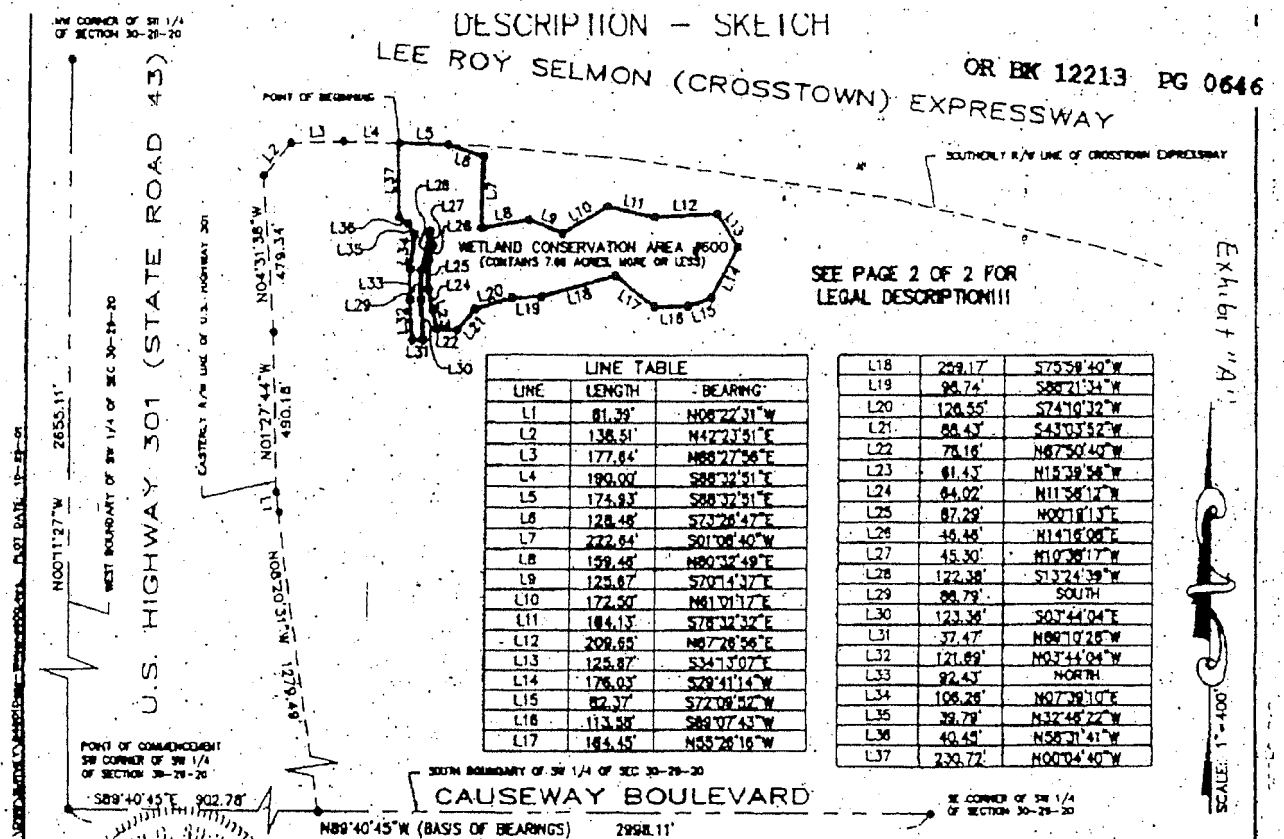
C:\WINNT\Temp\2PARTIAL ASSIGNMENT OF DRAINAGE RIGHTS.wrd

OR BK 12213 PG 0645

# DESCRIPTION – SKETCH

## LEE ROY SELMON (CROSSTOWN) EXPRESSWAY

OR BK 12213 PG 0646




SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTION!!!

| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 81.39' | N06°22'31"W |
| L2 | 138.51' | N42°23'51"E |
| L3 | 177.64' | N88°27'56"E |
| L4 | 190.00' | S88°32'51"E |
| L5 | 174.93' | S88°32'51"E |
| L6 | 128.48' | S73°26'47"E |
| L7 | 272.64' | S01°08'40"W |
| L8 | 159.46' | N80°32'49"E |
| L9 | 125.87' | S70°14'37"E |
| L10 | 172.50' | N61°01'17"E |
| L11 | 184.13' | S78°32'32"E |
| L12 | 209.65' | N87°28'56"E |
| L13 | 125.87' | S34°13'07"E |
| L14 | 176.03' | S29°41'14"W |
| L15 | 82.37' | S72°09'52"W |
| L16 | 113.58' | S89°07'43"W |
| L17 | 164.45' | N55°26'16"W |
| L18 | 259.17' | S75°58'40"W |
| L19 | 95.74' | S88°21'34"W |
| L20 | 126.55' | S74°10'32"W |
| L21 | 88.43' | S43°03'52"W |
| L22 | 73.16' | N67°50'40"W |
| L23 | 61.43' | N15°39'58"W |
| L24 | 64.02' | N11°58'17"W |
| L25 | 87.29' | N00°18'13"E |
| L26 | 46.46' | N14°16'08"E |
| L27 | 45.30' | N10°38'17"W |
| L28 | 122.38' | S13°24'39"W |
| L29 | 88.79' | SOUTH |
| L30 | 123.38' | S03°44'04"E |
| L31 | 37.47' | N89°10'25"W |
| L32 | 121.89' | N03°44'04"W |
| L33 | 92.43' | NORTH |
| L34 | 106.26' | N07°29'10"E |
| L35 | 39.79' | N32°46'22"W |
| L36 | 40.45' | N58°31'41"W |
| L37 | 230.72' | N00°04'40"W |

SURVEYOR'S CERTIFICATE

This sketch dated 2 October 01 and the legal described property was made under my supervision and that the drawing is a true and accurate representation thereof and meets the minimum technical standards for surveys set forth by the Florida Board of Land Surveyors pursuant to Section 472.027 Florida Statutes.

WALTER C. SHERRILL, JR., P.S.M. No. 4803

CERTIFIED TO:

CROSSTOWN COMMUNITY CHURCH, INC.
GATEWAY VENTURES OF BRANDON, INC.

| Date | Description of Work | Party Chief | Drawn by | Checked by |
|---|---|---|---|---|
| 10-25-01 | DESCRIPTION AND SKETCH ONLY (WETLAND CONSERVATION AREA #600) | — | RPW | WJCS |

THIS SURVEY NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL

BROOKS AND ARNOLD, INC.
305 RIVERWOOD AVENUE, BRANDON, FLORIDA 33510
(813) 653-1125 FAX (813) 653-1879
Civil and Environmental Engineering Land Surveying and Planning

Project No.: 546-01 Date: 10-25-01
Section 30 Township 29 S Range 20 E

ption: Hillsborough,FL Document-Book.Page 12213.639 Page: 8 of 9
Hills Comment:

Exhibit "A"

BROOKS AND AMADEN, INC.
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510 • TELEPHONE (813) 653-1125
P.O. BOX 1129 • BRANDON, FLORIDA 33509-1129 • FAX (813) 653-1679
www.brooks-amaden.com

October 25, 2001

Legal Description: (Wetland Conservation Area #600)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East (basis of bearings), along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line the following five (5) courses: 1) North 08°20'31" West, 1279.49 feet; 2) thence North 08°22'31" West, 61.39 feet; 3) thence North 01°27'44" West, 490.18 feet; 4) thence North 04°31'38" West, 479.34 feet; 5) thence North 42°23'51" East, 138.51 feet to a point of intersection with the Southerly right-of-way line of the Crosstown Expressway (Lee Roy Selmon Crosstown Expressway); thence along said Southerly right-of-way line, North 88°27'56" East, 177.64 feet; thence South 88°32'51" East, 190.00 feet to the Point of Beginning; thence continue South 88°32'51" East, 174.93 feet; thence departing said Southerly right-of-way line of the Crosstown Expressway, South 73°26'47" East, 128.48 feet; thence South 01°08'40" West, 222.64 feet; thence North 80°32'49" East, 159.46 feet; thence South 70°14'37" East, 125.67 feet; thence North 61°01'17" East, 172.50 feet; thence South 78°32'32" East, 164.13 feet; thence North 87°28'56" East, 209.65 feet; thence South 34°13'07" East, 125.87 feet; thence South 29°41'14" West, 176.03 feet; thence South 72°09'52" West, 82.37 feet; thence South 89°07'43" West, 113.58 feet; thence North 55°26'16" West, 164.45 feet; thence South 75°59'40" West, 259.17 feet; thence South 88°21'34" West, 98.74 feet; South 74°10'32" West, 128.55 feet; thence South 43°03'52" West, 88.43 feet; thence North 87°50'40" West, 78.16 feet; thence North 15°39'56" West, 61.43 feet; thence North 11°58'12" West, 64.02 feet; thence North 00°19'13" East, 87.29 feet; thence North 14°16'08" East, 46.46 feet; thence North 10°38'17" West, 45.30 feet; thence South 13°24'39" West, 122.38 feet; thence South, 88.79 feet; thence South 03°44'04" East, 123.36 feet; thence North 89°10'28" West, 37.47 feet; thence North 03°44'04" West, 121.69 feet; thence North, 92.43 feet; thence North 07°39'10" East, 106.26 feet; thence North 32°46'22" West, 39.79 feet; thence North 58°31'41" West, 40.45 feet; and thence North 00°04'40" West, 230.72 feet to the Point of Beginning.

Tract contains 7.69 acres, more or less.

Prepared by:
*Brooks and Amaden, Inc.*
*205 Ridgewood Avenue*
*Brandon, FL 33510*
*813-653-1125*
*Walter C. Sherrill, Jr., PSM*
*Survey Manager*





OR BK 12213 PG 0647

iption: Hillsborough,FL Document-Book.Page 12213.639 Page: 9 of 9
Hills Comment:

7C

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Charles E. Klug, Jr., Esquire
Ruden, McClosky, Smith, Schuster
& Russell, P.A.
2700 SunTrust Financial Centre
401 East Jackson Street
Tampa, Florida 33602

INSTR # 2002442518
OR BK 12213 PG 0648
RECORDED 12/26/2002 04:38 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DOC TAX PD(F.S. 201.02) 0.70
DEPUTY CLERK D LeDoc

# BERM, DRAINAGE AND ACCESS EASEMENT AGREEMENT

THIS BERM, DRAINAGE AND ACCESS EASEMENT AGREEMENT ("**Agreement**") is dated as of the 26 December, 2002, by and between **COURTNEY PALMS APARTMENTS, LLC**, a Florida limited liability company ("**Courtney Palms**"), **CROSSTOWN COMMUNITY CHURCH, INC.**, a Florida corporation ("**Church**"), and **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate existing under the laws of Florida ("**Authority**") (all of the parties are collectively referred to as the "**Owners**" and sometimes individually as the "**Owner**"), and is made upon the following recitals of fact:

## RECITALS:

A. The Authority is the fee simple owner of certain real property situated in Hillsborough County, Florida, which is described upon **Exhibit "A"** attached hereto ("**Authority Parcel**");

B. The Church is the fee simple owner of certain real property situated in Hillsborough County, Florida, which is described upon **Exhibit "B"** attached hereto ("**Church Parcel**");

C. Courtney Palms is the successor in interest to Gateway Ventures of Brandon ("**Gateway**") as the fee simple owner of certain real property situated in Hillsborough County, Florida running along the southerly boundary of the Church Parcel, which is described upon **Exhibit "C"** attached hereto ("**Gateway Easement Area**"), and the fee simple owner of the real property abutting the Gateway Easement, which is described upon **Exhibit "D"** attached hereto ("**Courtney Palms Parcel**");

D. The Authority and Church entered into that certain Operation, Maintenance and Easement Agreement dated November 6, 2002 and recorded November 7, 2002 in O.R. Book 12084 at Page 1919 of the Public Records of Hillsborough County Florida ("**OME Agreement**") concerning the operation, maintenance and access to a stormwater management system upon and within the Authority Parcel and Church Parcel (collectively, the "**Stormwater Management System**");

E. Paragraph 4(c) of the OME Agreement provides that the Church shall grant the Authority a "berm easement" over and across a portion of the Church's property for the purpose of constructing, maintaining and accessing a berm to and from the Stormwater Management System promptly upon completion of the Stormwater Management System;

F. Paragraph 4(c) of the OME Agreement further provides that the Church shall not be obligated to grant a berm easement in the event Gateway, or its successors or assigns, grants the Authority a perpetual easement prior to the completion of the Stormwater Management System over, under, on and across the Gateway Easement Area for the purpose of constructing a berm, providing ingress and egress to and from the Church Parcel and constructing, inspecting, operating, maintaining, and repairing the Stormwater Management System, provided that the Authority and the Church grant Gateway, or its successors or assigns, an easement to discharge stormwater into the Stormwater Management System in accordance with the permits and the terms and conditions of this Agreement; and

TPA:256695:2



BEST IMAGES AVAILABLE

ion: Hillsborough,FL Document-Book.Page 12213.648 Page: 1 of 14
ills Comment:

G. The Church and the Authority desire to grant Courtney Palms, as successor in interest to Gateway, an easement to discharge stormwater into the Stormwater Management System, and Courtney Palms desires to grant the Authority a perpetual easement over, under, on and across the Courtney Palms Area for the purpose of constructing a berm, providing ingress and egress in Hillsborough County, Florida, and constructing, inspecting, operating, maintaining, and repairing the Stormwater Management System on the Church Parcel and

RECORDED 12/26/2006 04:38:15 PM
HILLSBOROUGH COUNTY, FL. D. Bright
DEPUTY CLERK: D LeDuc

NOW, THEREFORE, for and in consideration of the foregoing, of the mutual covenants set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners agree as follows:

1. Recitals: The recitals set forth herein are true and correct and are incorporated in and to this Agreement by reference.

2. Definitions.

a. The "**Stormwater Management System**" is the stormwater management and drainage System located upon and within the Authority Parcel and Church Parcel and including, without limitation, a drainage inflow pipe into the Authority Parcel, which system is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water, to prevent or reduce flooding, over drainage, environmental degradation and water pollution or to otherwise affect the quantity and quality of discharges pursuant to the Florida Administrative Code, as amended from time to time, and operated, managed and maintained in a manner consistent with any applicable permit from the Southwest Florida Water Management District ("**District**") and the United States Army Corps of Engineers ("Corps"). The Stormwater Management System shall include all environmental and conservation areas and other water management areas on the Parcels. All drainage easements located on the Parcels are part of the Stormwater Management System.

b. The "**Permits**" are the permits issued by the District and Corps to the Owners, as permitees, as modified from time to time (the District, the Corps, the Florida Department of Environmental Protection, the Hillsborough County Environmental Protection Commission, and any other government entity that may have jurisdiction over the Stormwater Management System and/or the Parcels are hereinafter collectively referred to as the "**Regulatory Agencies**").

3. Scope and Term.

a. Scope. The restrictions, covenants, conditions, and easements set forth in this Agreement are essential and necessary for the use and benefit of the Parcels and the Stormwater Management System (described below), and all portions thereof, and are for the benefit of the Owners of the Parcels and for such Parcels. Regardless of whether or not they are specifically mentioned in any deeds or conveyances of all or any portion of the Parcels, the benefits and burdens of each restriction, covenant, condition, and easement set forth in this Agreement shall run with the title to the particular Parcels involved and shall benefit or bind the Owners thereof, their respective heirs, successors, successors-in-title, legal representatives and assigns. Any Owner shall be bound by this Agreement only during the period it is the fee simple owner of such Parcel(s) or portion thereof, except as to obligations, liabilities or responsibilities that arise or accrue during said period.

b. Term. The easements set forth in this Agreement shall be perpetual in duration unless otherwise specifically provided herein. The restrictions, covenants and conditions set forth in this Agreement shall be binding upon and enforceable against the Owners of the Parcels for a period of twenty (20) years from the date this Agreement is filed in the Public Records of Hillsborough County, Florida, after which time, such restrictions, covenants, and conditions shall be automatically extended for successive periods of twenty (20) years each. In the event any law prohibits any such restrictions, covenants, and/or



OR BK 12213 PG 0649

ɔtion: Hillsborough,FL Document-Book.Page 12213.648 Page: 2 of 14
Hills Comment:

conditions from being enforceable for a period in excess of twenty (20) years, or beyond any other stated period, the Owner of the Authority Parcel and the Owner of the Courtney Palms Parcel are each granted a power of attorney, coupled with an interest, to rerecord this Agreement at any time and from time to time for the purpose of extending the enforceability of same as contemplated by this Paragraph 2.

c. No Rights In Public Generally. Except as otherwise specifically provided herein, the easements, restrictions, covenants and conditions created, reserved, granted and established in this Agreement do not, are not intended to, and/or shall not be construed to create any easements, rights or privileges in and for the benefit of the general public.

4. Grant of Berm Easement. Courtney Palms hereby grants the Authority a perpetual easement over, under, on and across the Gateway Easement Area, described in Exhibit "C" attached hereto, for the purpose of constructing a berm, providing ingress and egress to and from the Church Parcel and Authority Parcel and constructing, inspecting, operating, maintaining, and repairing the Stormwater Management System and related improvements in accordance with the Permits and the terms and conditions of this Agreement (the "**Berm Easement**"). The Owner of the Gateway Easement Area shall not in any way deny or prevent ingress and egress by the Authority or by a Regulatory Agency to the Gateway Easement Area of the Stormwater Management System for maintenance purposes or for the purposes of effectuating the intent of this Agreement. The right of ingress and egress, and easements therefore, as reasonably necessary to accomplish the intent of this Agreement, are hereby specifically created in favor of the Authority and such entities and agencies, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress. The Owner of the Gateway Easement Area may plant and maintain trees, plants and other landscaping along the side of the Berm Easement slope facing the Courtney Palms Parcel; provided that such landscaping does not interfere with the Authority's use of the Berm Easement or Stormwater Management System. Courtney Palms covenants and agrees that it (i) shall not plant or maintain, or cause any other party to plant or maintain, any vegetation or landscaping along the top of the Berm Easement or along the slope facing the Stormwater Management System, and (ii) shall promptly remove any landscaping along the Berm Easement slope which materially interferes with the Authority's use of the Berm Easement or the Stormwater Management System.

5. Grant of Drainage Easement. As consideration for the grant of the Berm Easement, the Authority and the Church hereby grant Courtney Palms an easement over and through the Authority Parcel and Church Parcel to discharge stormwater into the Stormwater Management System, described in Exhibits "A" and "B" attached hereto, in accordance with the permits and the terms and conditions of this Agreement. Upon completion of the improvements to the Stormwater Management System, or as otherwise agreed upon by the parties, Courtney Palms may discharge stormwater into the Stormwater Management System in accordance with the Permits and the terms and conditions of this Agreement to accommodate the development of the Courtney Palms Parcel.

6. Grant of Access Easement Across Church Parcel. The Church hereby grants the Authority a perpetual easement over, under, on and across that portion of the Church's remaining property described in Exhibit "E" attached hereto for the purpose of providing ingress and egress to and from Falkenburg Road and the Stormwater Management System ("**Access Easement**"). It is the intention of the Church and the Authority to modify the Access Easement, subsequent to the execution of this Agreement, to include a more specific legal description of the access route. The location of the Access Easement and form of the modification shall be subject to the mutual agreement of the Authority and the Church.

7. Operation and Management of Stormwater Drainage System

a. The Authority shall, at its sole cost and expense, design and construct the Stormwater Management System on the Authority Parcel and Church Parcel. Thereafter, the Owner of the

OR BK 12213 PG 0650



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Hills Comment:

Authority Parcel shall operate, maintain, and repair the Stormwater Management System and related improvements in accordance with the Permit(s).

b. The Owner of the Courtney Palms Parcel shall not construct or erect any structure within the Stormwater Management System without the prior written permission of the applicable Regulatory Agencies or the Authority.

c. The Owner of the Courtney Palms Parcel shall not remove native vegetation (including cattails) that becomes established within the portions of the Stormwater Management System abutting any Parcel without prior written approval from the applicable Regulatory Agencies. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the Stormwater Management System should be addressed to the applicable Regulatory Agencies having jurisdiction over the Parcels or the described pond.

d. No Parcel shall be increased in size by filling in any drainage areas or other portion of the Stormwater Management System and no Owner shall fill, dike, riprap, block, divert, or change the established drainage areas or the Stormwater Management System without obtaining all required authorizations from the applicable Regulatory Agencies.

e. Any wall, fence, paving, planting or other improvement which after the date of this Agreement is placed by an Owner within a drainage area, drainage easement, or the Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if such removal is required by a Regulatory Agency, the cost of which shall be paid for by such Owner. This subparagraph shall not apply to presently existing or permitted improvements of the nature described or to the replacements of such improvements.

f. The Owners shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Agreement that relate to the maintenance, operation, and repair of the Stormwater Management System.

g. The covenants and restrictions contained herein are in no way intended to obligate the Owners to perform any repairs, maintenance, corrections or modifications to those areas that any Regulatory Agency may maintain as part of their governmental obligation, pursuant to any separate written agreement with any Owner, or as required by any permits or ordinances.

8. Third Party Liens. In the event any mechanic's lien is filed against a Parcel as a result of services performed for or materials furnished to the Owner of another Parcel, such Owner shall cause such lien to be released and discharged of record within sixty (60) days of receipt of notice of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Additionally, the Owner permitting or causing such lien to be filed shall indemnify, defend, and hold harmless the Owner of the Parcel upon which said lien was filed against any liability, loss, damage, costs, or expenses (including reasonable attorney's fees actually incurred and court costs) on account of such claim of lien.

9. Subordination of the Lien to Mortgages. All of the liens provided for herein shall be subordinate to the lien of any mortgage to any mortgagee, which is now, or hereafter placed upon any Parcel. Notwithstanding any contrary provision hereof, no mortgagee acquiring title to a Parcel through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such mortgagee or purchaser, shall be personally obligated to pay assessments that accrue prior to the mortgagee's or the foreclosure purchaser's acquiring title. Nothing contained in this Agreement shall be construed to impose a duty on any mortgagee to collect assessments.

10. General.



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Hills Comment:

a. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of all of the Owners of the Parcels in a written instrument duly recorded in the Public Records of Hillsborough County, Florida. No modification or termination of this Agreement shall affect the rights of any lienholder or mortgagee of any portion of any Parcel unless such lienholder or mortgagee consents in writing to the modification or termination.

b. Enforcement. Any Owner may enforce this Agreement by any action available at law or in equity, including, but not limited to injunctive relief and specific performance. In the event the Owner (the "**Defaulting Owner**") of any Parcel or portion thereof defaults in the performance of any of its obligations pursuant to this Agreement (including without limitation, the timely performance of operational, maintenance, repair or replacement responsibilities) and such default shall continue for a period of thirty (30) days after receipt of written notice of said default from any other Owner (the "**Non-defaulting Owner**"), in addition to any rights of indemnification set forth herein in Paragraph 4 hereof, the Non-defaulting Owner shall be entitled to cure such default, provided, (i) the Defaulting Owner is not then in the process of diligently attempting to cure the default, and (ii) no notice or opportunity to cure shall be required in the event the default creates an emergency or interferes with the use of the Non-defaulting Owner's property. Any and all expenses incurred by the Non-defaulting Owner in curing such default, together with twelve percent (12%) per annum interest thereon shall be payable by the Defaulting Owner within thirty (30) days of written demand therefor by the Non-defaulting Owner to the Defaulting Owner. In the event of enforcement of this Agreement by any Owner, said Owner shall be entitled to recover, in addition to any other relief available to same hereunder or at law or in equity, attorneys' fees, court costs, and interest on any amounts advanced by said Owner to cure such violation, such interest to be calculated at the lesser of (i) a rate of interest equal to twelve percent (12%) per annum.

c. Partial Invalidity. In the event any provision of this Agreement is determined to be illegal or legally unenforceable, such determination shall have no effect upon the remaining terms and provisions hereof, and the remaining terms and provisions hereof shall continue in full force and effect.

d. Notice.

i. Form. Every notice, demand, consent, approval, or other document or instrument required or permitted to be served upon or given to any Owner shall be in writing and shall be delivered in person or sent by nationally recognized air express courier or registered or by certified mail, postage prepaid, return receipt requested, and, shall be delivered to the following addresses, respectively:

If to the Authority:

Tampa-Hillsborough County
Expressway Authority
412 E. Madison Street, Suite 800
Tampa, Florida 33602
Attn: Executive Director

With a copy to:

Ruden, McClosky, Smith, Schuster
& Russell, P.A.
401 East Jackson Street, 27th Floor
Tampa, Florida 33602
Attention: Charles E. Klug, Jr., Esq.

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Hills Comment:

If to the Church:

Crosstown Community Church, Inc.
10130 Causeway Boulevard
Tampa, Florida 33619
Attention: Tisha Hudson

If to Courtney Palms Apartments:

Courtney Palms Development, Inc.
100 Colonial Center Parkway
Suite 470
Lake Mary, Florida 32746
Attention: John A. Schaffer, Vice President

ii. Change of Address. Any Owner may specify or change the place for service of notice by sending a notice to the other Owner(s), which notice shall become effective ten (10) days after delivery thereof. All such notice addresses shall be within the United States.

iii. Notice to Lender. If a lender has theretofore sent a written notice to an Owner which expressly states that it is the holder of a security interest in a Parcel, describes the nature of the security interest, and sets forth the name and address of such lender, then until such Owner receives a written notice to the contrary from such lender, such Owner shall send to such lender copies of all notices which it sends to any other Owner pursuant to this Paragraph

e. Indemnity. For all matters other than those for which other specific indemnity provisions are herein set forth, the Owners of the Courtney Palms Parcel and the Church Parcel (individually and jointly, "Indemnitor") shall defend, indemnify, and hold harmless the Authority from all claims, losses, actions, proceedings and costs (including reasonable attorney's fees actually incurred and court costs) resulting from any construction, including liens, or any accident, injury, loss, or damage occurring to any person or to the property of any person arising out of or resulting from the Indemnitor's exercise of the rights, privileges, and easements granted herein (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of the Authority), or resulting from the Indemnitor's violation of any of the Permit or restrictions, covenants, and conditions established hereby. In regards to all monetary indemnities set forth herein, the Indemnitor shall pay such indemnified sum no later than fifteen (15) days following written request therefor from the Authority, and if payment of such indemnified sum is not made as of such date, from and after such date, interest shall accrue on the indemnified sum in an amount equal to twelve percent (12%) per annum.

f. No Waiver. No delay or failure on the part of any Owner in the enforcement of its rights under this Agreement shall impair enforcement, or be construed as a waiver of any such right, or constitute acquiescence by any Owner to the breach or violation thereof. Except as otherwise specifically provided herein, no waiver by an Owner shall be valid unless made in writing and signed by the Owner, and then only to the extent expressly set forth therein.

g. Merger. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto relating to the Stormwater Management System, except any documents which have been or will be executed by the Owners and which will be recorded in the Public Records of Hillsborough County, Florida.



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Hills Comment:

h. Captions: The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of the provisions hereto.

i. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

j. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement. The proper venue for any action concerning this Agreement shall be in Hillsborough County, Florida.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth herein.

Signed, sealed and delivered in the presence of:

(Witness Signature)
Print Name: Deborah Gaffin

(Witness Signature)
Print Name: Lynn Tidwell

CROSSTOWN COMMUNITY CHURCH, INC., a Florida non-profit corporation,

By: _____
Mark Gaffin, President

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20 day of December, 2002, by Mark Gaffin, as President of Crosstown Community Church, Inc., a Florida non-profit corporation, on behalf of the corporation who [select one]: is ( ✓ )personally known to me, or ( ), produced a _____ driver's license as identification, and did not take an oath.

LYNN TIDWELL
NOTARY PUBLIC
My Comm Exp. 11/12/2003
No. CC 876487
Personally Known ( ) Other ID

Notary Public - (Signature)
Print name: Lynn Tidwell
My Commission Expires: Nov 12, 2003

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

TPA:251911:2



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Hills Comment:

Signed, sealed and delivered
in the presence of:

COURTNEY PALMS APARTMENTS, LLC, a
Florida limited liability company

By: COURTNEY PALMS DEVELOPMENT, INC.,
a Florida corporation, its Managing Member

Alicia A. Welch
(Witness Signature)
Print Name: ALICIA A. WELCH

By: John A. Schaffer
John A. Schaffer, Vice President

(Witness Signature)
Print Name: Daniel T. O'Keefe

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 23RD day of December, 2002, by John A. Schaffer, as Vice President of Courtney Palms Development, Inc., a Florida corporation, the Managing Member of Courtney Palms Apartments, LLC, a Florida limited liability company, on behalf of the company who [select one]: is ( X ) personally known to me, ~~or ( ) produced a driver's license as identification~~, and did not take an oath.

OFFICIAL NOTARY SEAL
ALICIA A WELCH
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. DD015866
MY COMMISSION EXP. APR 4,2005

Alicia A. Welch
Notary Public - (Signature)
Print name: ALICIA A. WELCH
My Commission Expires:

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

TPA:251911:3



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Hills Comment:

Signed, sealed and delivered
in the presence of:

Olga Gari
(Witness Signature)
Print Name: OLGA GARI

(Witness Signature)
Print Name: MARTIN STONE

TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, a body politic and corporate existing under the laws of Florida

By:
Print Name: Patrick McCue
Title: Executive Director

Approved as to Form:

Ruden McClosky Smith Schuster & Russell, P.A., General Counsel

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 20th day of December, 2002, by Patrick McCue as Executive Director of TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, who (select one): is (✓) personally known to me, or ( ) produced a _____ driver's license as identification, and did not take an oath.

SHARON CALLAHAN
MY COMMISSION EXPIRES
June 25, 2006
#DD 128077
NOTARY PUBLIC STATE OF FLORIDA

Notary Public - (Signature)
Print name: Sharon Callahan
My Commission Expires: 6-25-06

Exhibit "A" - Authority Parcel
Exhibit "B" - Church Parcel
Exhibit "C" - Gateway Easement Area
Exhibit "D" - Courtney Palms Parcel
Exhibit "E" - Access Easement

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Hills Comment:

Exhibit "A"

AUTHORITY PARCEL

PARCEL 213

A parcel of land lying within Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the center of Section 30, Township 29 South, Range 20 East; thence along the east line of the southwest quarter of said Section 30, S 00°07'26" E, 301.00 feet to a point being survey center line station 1000+48.02 of State Road 618/Brandon Parkway as shown on the right of way control survey for State Road 618/Brandon Parkway prepared for the Tampa-Hillsborough County Expressway Authority by Aim Engineering and Surveying, Incorporated (Aim job#99-7693); thence N 81°41'13" W along said survey center line, 618.49 feet to survey center line station 994+29.54; thence departing said survey center line S 08°32'45" W, 150.09 feet to a point located on the existing southerly limited access right of way line of State Road 618/Brandon Parkway, Section 10002-2526, said point being the POINT OF BEGINNING; thence departing said existing southerly limited access right of way line S 08°32'45" W, 195.32 feet; thence S 08°32'45" W, 10.84 feet; thence S 07°12'49" W, 20.19 feet; thence N 73°43'28" W, 39.66 feet; thence N 33°59'35" W, 125.60 feet; thence S 87°42'28" W, 209.65 feet; thence S 80°56'26" W, 315.91 feet; thence S 61°37'34" W, 192.43 feet; thence S 86°27'49" W, 321.33 feet; thence N 07°56'48" E, 178.62 feet; thence N 17°09'11" E, 58.93 feet; thence N 16°55'09" E, 35.34 feet; thence N 14°40'39" E, 125.60 feet to a point located on the existing southerly limited access right of way line of State Road 618/Brandon Parkway, Section 10002-2526, said point lying S 14°40'39" W, 196.50 feet of survey center line station 983+77.21; thence along said existing southerly limited access right of way line, the following 3 courses; (1) S 88°19'30" E, 126.94 feet; (2) S 84°59'17" E, 530.14 feet; (3) S 81°41'13" E, 418.15 feet to the POINT OF BEGINNING.

TPA-256695-2



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Hills Comment:

Exhibit "B"

CHURCH PARCEL

PARCEL 214A (MAINTENANCE EASEMENT)

A parcel of land lying within Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows: COMMENCE at the center of Section 30, Township 29 South, Range 20 East; thence along the east line of the southwest quarter of said Section 30, S 00°07'26" E, 301.00 feet to a point being survey center line station 1000+48.02 of State Road 618/Brandon Parkway as shown on the right of way control survey for State Road 618/Brandon Parkway prepared for the Tampa-Hillsborough County Expressway Authority by Aim Engineering and Surveying, Incorporated (Aim job#99-7693); thence N 81°41'13" W along said survey center line, 618.49 feet to survey center line station 994+29.54, thence departing said survey center line S 08°32'45" W, 150.09 feet to a point located on the existing southerly limited access right of way line of State Road 618/Brandon Parkway, Section 10002-2526, thence departing said existing southerly limited access right of way line S 08°32'45" W, 195.32 feet; thence S 08°32'45" W, 10.84 feet; thence S 07°12'49" W, 20.19 feet, said point being the POINT OF BEGINNING; thence N 73°43'28" W, 39.66 feet; thence N 33°59'35" W, 125.60 feet; thence S 87°42'28" W, 209.65 feet; thence S 80°56'26" W, 315.91 feet; thence S 61°37'34" W, 192.43 feet; thence S 86°27'49" W, 321.33 feet; thence S 01°50'39" E, 212.03 feet to the northerly line of those parcels of land described in Official Records Book 11221, Page 146 and Official Records Book 11221, Page 139 of the Public records of Hillsborough County, Florida; thence along said northerly line the following eleven (11) courses; 1)thence S 88°56'55" E, 0.38 feet; 2)thence N 55°30'16" E, 56.74 feet; 3)thence S 87°37'07" E, 78.16; 4)thence N 43°17'25" E, 88.43 feet; 5)thence N 74°24'05" E, 128.55 feet; 6)thence N 88°35'07" E, 98.74 feet; 7)thence N 76°13'13" E, 259.07 feet; 8)thence S 55°12'55" E, 164.59 feet; 9)thence N 89°21'04" E, 113.58 feet; 10)thence N 72°23'13" E, 82.37 feet; 11)thence S 51°04'42" E, 45.56 feet; thence N 29°54'35" E, 173.51 feet; thence N 10°30'10" E, 20.35 feet to the POINT OF BEGINNING.



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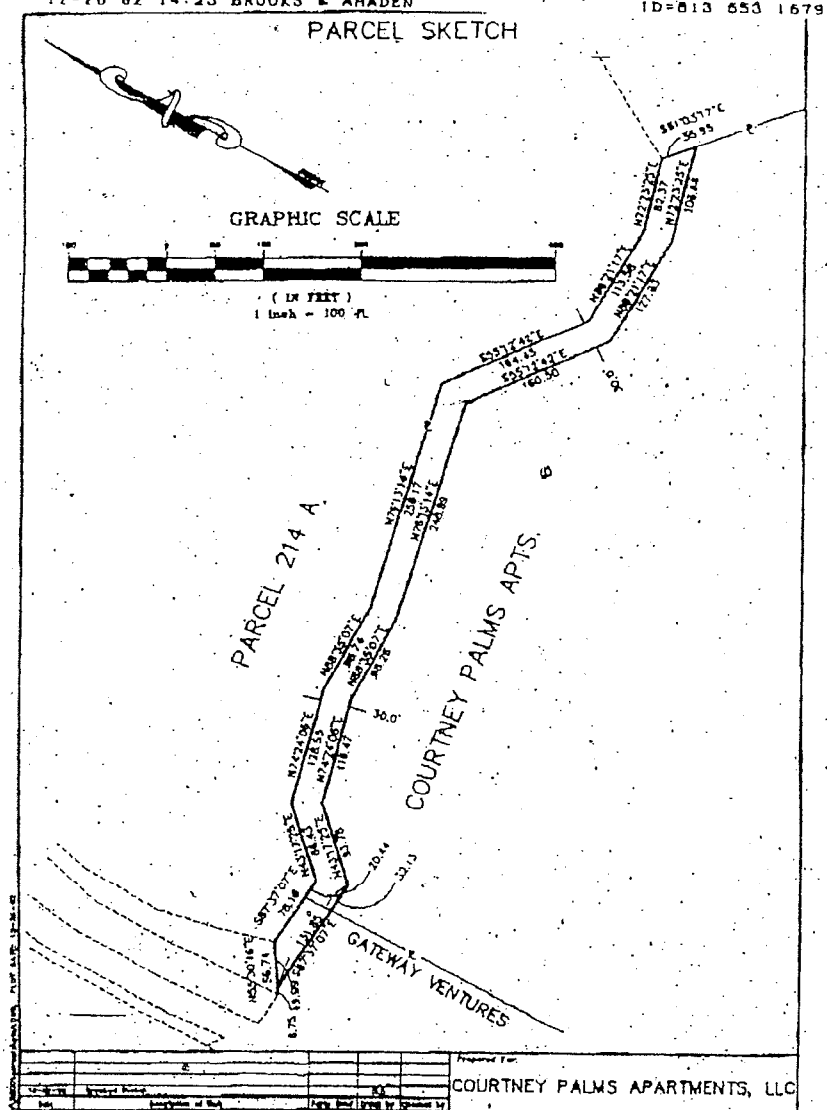
: Hills Comment:




OR BK 12213 PG 0659

Exhibit "D"
Legal Description: (Revised Courtney Palms Parcel)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 809.23 feet to the Point of Beginning; thence continue North 08°20'31" West, 241.89 feet; thence departing said Easterly right-of-way line, North 71°27'13" East, 437.34 feet to the beginning of a non-tangent curve; thence 39.93 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 06°10'59", and a chord of 39.91 feet which bears North 72°50'30" West to a point of reverse curvature; thence 49.64 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°28'49", and a chord of 49.58 feet which bears North 74°29'25" West to a point of tangency; thence North 79°13'50" West, 98.38 feet to a point of curvature; thence 77.03 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 14°42'40", and a chord of 76.82 feet which bears North 86°35'10" West to a point of tangency; thence South 86°03'31" West, 80.55 feet to a point of curvature; thence 17.87 feet along the arc of a curve to the left having a radius of 500.00 feet, an included angle of 02°02'52", and a chord of 17.87 feet which bears South 85°02'05" West to the beginning of a non-tangent line; thence South 50°42'35" West, 96.48 feet to a point of intersection with the aforementioned Easterly right-of-way line of U.S. Highway 301; thence along said Easterly right-of-way line, North 08°20'31" West, 108.18 feet; thence North 08°22'31" West, 11.82 feet; thence departing said Easterly right-of-way line, North 81°37'29" East, 61.89 feet to a point of curvature; thence 44.11 feet along the arc of a curve to the right having a radius of 570.00 feet, an included angle of 04°26'02", and a chord of 44.10 feet which bears North 83°50'30" East to a point of tangency; thence North 86°03'31" East, 80.55 feet to a point of curvature; thence 95.00 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 14°42'40", and a chord of 94.74 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 61.22 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 09°28'49", and a chord of 61.15 feet which bears South 74°29'25" East to a point of reverse curvature; thence 47.86 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°08'25", and a chord of 47.81 feet which bears South 74°19'13" East to a point of compound curvature; thence 133.04 feet along the arc of a curve to the left having a radius of 218.50 feet, an included angle of 34°53'08", and a chord of 130.99 feet which bears North 83°40'00" East to the end of said curve and the beginning of a non-tangent line; thence North 01°40'48" West, 564.08 feet; thence South 87°50'40" East, 20.44 feet; thence North 43°03'52" East, 88.43 feet; thence North 74°10'32" East, 128.55 feet; thence North 88°21'34" East, 98.74 feet; thence North 75°59'40" East, 259.17 feet; thence South 55°26'16" East, 164.45 feet; thence North 89°07'43" East, 113.58 feet; thence North 72°09'52" East, 82.37 feet; thence South 51°16'51" East, 167.10 feet; thence South, 374.02 feet; thence South 58°31'04" West, 46.89 feet; thence South 52°09'06" West, 135.69 feet; thence South 54°58'45" West, 269.01 feet; thence South 08°45'43" East, 225.94 feet to a point of intersection with the Northerly boundary of "Clair-Mel City, Unit No. 52", according to the plat thereof as recorded in Plat Book 37, Page 85, public records of Hillsborough County, Florida; thence along said Northerly boundary, South 81°28'15" West, 620.00 feet to the Northwesterly corner of the right-of-way of Calle Street as dedicated on said "Clair-Mel City, Unit No. 52"; thence along the Westerly right-of-way of said Calle Street, South 08°29'43" East, 100.02 feet to a point of curvature; thence 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet, an included angle of 89°59'21", and a chord of 35.35 feet which bears South 36°29'58" West to a point of intersection with the Northerly right-of-way line of Alambra Avenue as dedicated by plat of "Clair-Mel City, Unit No. 51", according to the plat thereof as recorded in Plat Book 36, Page 31, public records of Hillsborough County, Florida; thence along said Northerly right-of-way line of Alambra Avenue, South 81°28'15" West, 279.48 feet; thence departing said Northerly right-of-way line, North 08°20'31" West, 150.00 feet; and thence South 81°28'15" West, 290.40 feet to the Point of Beginning.

Tract contains 25.66 acres, more or less.

Exhibit "E"

ACCESS EASEMENT



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Hills Comment:

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Pgs 0325 - 342; (18pgs)
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RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK P Beckham

PREPARED BY AND RETURN TO:
Charles E. Klug, Jr., Esquire
Ruden, McClosky, Smith, Schuster
& Russell, P.A.
2700 SunTrust Financial Centre
401 East Jackson Street
Tampa, Florida 33602

# AMENDED AND RESTATED BERM, DRAINAGE AND ACCESS EASEMENT AGREEMENT

THIS AMENDED AND RESTATED BERM, DRAINAGE AND ACCESS EASEMENT AGREEMENT ("**Agreement**") is dated as of the ____ Septebmer, 2003, by and between **COURTNEY PALMS, APARTMENTS, LLC**, a Florida limited liability company ("**Courtney Palms**"), **CROSSTOWN COMMUNITY CHURCH, INC.**, a Florida corporation ("**Church**"), and **TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY**, a body politic and corporate existing under the laws of Florida ("**Authority**") (all of the parties are collectively referred to as the "**Owners**" and sometimes individually as the "**Owner**"), and is made upon the following recitals of fact:

## RECITALS:

A. The Authority is the fee simple owner of certain real property situated in Hillsborough County, Florida, which is described upon **Exhibit "A"** attached hereto ("**Authority Parcel**");

B. The Church is the fee simple owner of certain real property situated in Hillsborough County, Florida, which is described upon **Exhibit "B"** attached hereto ("**Church Parcel**");

C. Courtney Palms is the fee simple owner of certain real property situated in Hillsborough County, Florida, which is described upon **Exhibit "C"** attached hereto ("**Courtney Palms Parcel**")

D. A portion of the Courtney Palms Parcel abuts the southerly boundary of the Authority Parcel, which is necessary for the operation of the Stormwater Management System (as defined below) and more particularly described on **Exhibit "D"** attached hereto (the "**Berm Easement Area**");

E. The Authority and Church entered into that certain Operation, Maintenance and Easement Agreement dated November 6, 2002 and recorded November 7, 2002 in O. R. Book 12084 at Page 1919 of the Public Records of Hillsborough County Florida ("**OME Agreement**") concerning the operation, maintenance and access to a stormwater management system upon and within the Authority Parcel and Church Parcel (collectively, the "**Stormwater Management System**");

F. The Authority, Church and Courtney Palms entered into that certain Berm, Drainage and Access Easement Agreement dated December 26, 2002 and recorded December 26, 2002 in O. R. Book 12213 at Page 648 of the Public Records of Hillsborough County Florida ("**Berm Agreement**") for berm construction, maintenance and access to and from the Stormwater Management System; and

G. The parties desire to amend and modify the Berm Agreement to clarify and modify the responsibilities of the parties concerning the construction of the Berm (as defined below).

NOW, THEREFORE, for and in consideration of the foregoing, of the mutual covenants set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owners agree as follows:

1. Recitals. The recitals set forth herein are true and correct and are incorporated in and to this Amendment by reference.

2. Definitions.

a. The term "Agreement" shall mean the Berm Agreement as modified and amended by this Agreement. The parties agree that this Agreement replaces, restates and supercedes the Berm Agreement in its entirety.

b. The "**Stormwater Management System**" is the stormwater management and drainage System located upon and within the Authority Parcel and Church Parcel and including, without limitation, a drainage inflow pipe into the Authority Parcel, which system is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water, to prevent or reduce flooding, over drainage, environmental degradation and water pollution or to otherwise affect the quantity and quality of discharges pursuant to the Florida Administrative Code, as amended from time to time, and operated, managed and maintained in a manner consistent with any applicable permit from the Southwest Florida Water Management District ("District") and the United States Army Corps of Engineers ("Corps"). The Stormwater Management System shall include all environmental and conservation areas and other water management areas on the Parcels. All drainage easements located on the Parcels are part of the Stormwater Management System.

c. The "**Permits**" are the permits issued by the District and Corps to the Owners, as permitees, as modified from time to time (the District, the Corps, the Florida Department of Environmental Protection, the Hillsborough County Environmental Protection Commission, and any other government entity that may have jurisdiction over the Stormwater Management System and/or the Parcels are hereinafter collectively referred to as the "**Regulatory Agencies**").

3. Scope and Term.

a. Scope. The restrictions, covenants, conditions, and easements set forth in this Agreement are essential and necessary for the use and benefit of the Parcels and the Stormwater Management System (described below), and all portions thereof, and are for the benefit of the Owners of the Parcels and for such Parcels. Regardless of whether or not they are specifically mentioned in any deeds or conveyances of all or any portion of the Parcels, the benefits and burdens of each restriction, covenant, condition, and easement set forth in this Agreement shall run with the title to the particular Parcels involved and shall benefit or bind the Owners thereof, their respective heirs, successors, successors-in-title, legal representatives and assigns. Any Owner shall be bound by this Agreement only during the period it is the fee simple owner of such Parcel(s) or portion thereof, except as to obligations, liabilities or responsibilities that arise or accrue during said period.

b. Term. The easements set forth in this Agreement shall be perpetual in duration unless otherwise specifically provided herein. The restrictions, covenants and conditions set forth in this Agreement shall be binding upon and enforceable against the Owners of the Parcels for a period of twenty (20) years from the date this Agreement is filed in the Public Records of Hillsborough County, Florida, after which time, such restrictions, covenants, and conditions shall be automatically extended for successive periods of twenty (20) years each. In the event any law prohibits any such restrictions, covenants, and/or

conditions from being enforceable for a period in excess of twenty (20) years, or beyond any other stated period, the Owner of the Authority Parcel and the Owner of the Courtney Palms Parcel are each granted a power of attorney, coupled with an interest, to rerecord this Agreement at any time and from time to time for the purpose of extending the enforceability of same as contemplated by this Paragraph 2.

c. No Rights In Public Generally. Except as otherwise specifically provided herein, the easements, restrictions, covenants and conditions created, reserved, granted and established in this Agreement do not, are not intended to, and/or shall not be construed to create any easements, rights or privileges in and for the benefit of the general public.

4. Grant of Berm Easement. Courtney Palms hereby grants the Authority a perpetual easement over, under, on and across the Berm Easement Area, described in Exhibit "D" attached hereto, for the purpose of providing ingress and egress to and from the Church Parcel and Authority Parcel and constructing, inspecting, operating, maintaining, and repairing the Stormwater Management System and related improvements in accordance with the Permits and the terms and conditions of this Agreement (the "**Berm Easement**"). The Owner of the Berm Easement Area shall not in any way deny or prevent ingress and egress by the Authority or by a Regulatory Agency to the Berm Easement Area of the Stormwater Management System for maintenance purposes or for the purposes of effectuating the intent of this Agreement. The right of ingress and egress, and easements therefore, as reasonably necessary to accomplish the intent of this Agreement, are hereby specifically created in favor of the Authority and such entities and agencies, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress. Courtney Palms may plant and maintain trees, plants and other landscaping along the side of the Berm Easement slope facing the Stormwater Management System; provided that such landscaping does not interfere with the Authority's use of the Berm Easement or Stormwater Management System. Courtney Palms covenants and agrees that it (i) shall not plant or maintain, or cause any other party to plant or maintain, any vegetation or landscaping along the top of the Berm Easement or along the slope facing the Stormwater Management System, and (ii) shall promptly remove any landscaping along the Berm Easement slope which materially interferes with the Authority's use of the Berm Easement or the Stormwater Management System.

5. Grant of Drainage Easement. As consideration for the grant of the Berm Easement, the Authority and the Church hereby grant Courtney Palms an easement over and through the Authority Parcel and Church Parcel to discharge stormwater into the Stormwater Management System, described in Exhibits "A" and "B" attached hereto, in accordance with the permits and the terms and conditions of this Agreement. Upon completion of the improvements to the Stormwater Management System, or as otherwise agreed upon by the parties, Courtney Palms may discharge stormwater into the Stormwater Management System in accordance with the Permits and the terms and conditions of this Agreement to accommodate the development of the Courtney Palms Parcel.

6. Grant of Access Easement Across Church Parcel. The Church hereby grants the Authority a perpetual easement over, under, on and across that portion of the Church's remaining property described in Exhibit "E" attached hereto for the purpose of providing ingress and egress to and from Falkenburg Road and the Stormwater Management System ("**Access Easement**"). It is the intention of the Church and the Authority to modify the Access Easement, subsequent to the execution of this Agreement, to include a more specific legal description of the access route. The location of the Access Easement and form of the modification shall be subject to the mutual agreement of the Authority and the Church.

7. Operation and Management of Stormwater Drainage System

a. The Authority shall, at its sole cost and expense, design and construct the Stormwater Management System on the Authority Parcel and Church Parcel; provided, however, Courtney

Palms shall be solely responsible for the design, construction and maintenance of a berm as part of the Stormwater Management System (the "Berm") in accordance with the plans set forth on **Exhibit "F"** attached hereto. Thereafter, the Owner of the Authority Parcel shall operate, maintain, and repair the Stormwater Management System and related improvements, except for the Berm, in accordance with the Permit(s).

b. Courtney Palms shall, at its sole cost and expense, design and construct the Berm required for the Stormwater Management System within the Berm Easement in accordance with the plans set forth on **Exhibit "F."** The Authority agrees to pay Courtney Palms the sum of Fifty Thousand and No/100 Dollars ($50,000.00) upon execution of this Amendment as full consideration and compensation (the "**Berm Compensation**") for (i) the responsibility for the design, construction and maintenance of the Berm, and (ii) the release of any claim, right or entitlement to fill dirt excavated from the Stormwater Management System ("**Excavated Dirt**").

c. Except as provided herein, Courtney Palms shall not construct or erect any structure within the Stormwater Management System without the prior written permission of the applicable Regulatory Agencies or the Authority.

d. Courtney Palms shall not remove native vegetation (including cattails) that becomes established within the portions of the Stormwater Management System abutting any parcel without prior written approval from the applicable Regulatory Agencies. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Any questions regarding authorized activities within the Stormwater Management System should be addressed to the applicable Regulatory Agencies having jurisdiction over the Parcels or the described pond.

e. No parcel shall be increased in size by filling in any drainage areas or other portion of the Stormwater Management System and no Owner shall fill, dike, riprap, block, divert, or change the established drainage areas or the Stormwater Management System without obtaining all required authorizations from the applicable Regulatory Agencies.

f. Any wall, fence, paving, planting or other improvement which after the date of this Agreement is placed by an Owner within a drainage area, drainage easement, or the Stormwater Management System including, but not limited to, easements for maintenance or ingress and egress access, shall be removed, if such removal is required by a Regulatory Agency, the cost of which shall be paid for by such Owner. This subparagraph shall not apply to presently existing or permitted improvements of the nature described or to the replacements of such improvements.

g. The Owners shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Agreement that relate to the maintenance, operation, and repair of the Stormwater Management System.

h. The covenants and restrictions contained herein are in no way intended to obligate the Owners to perform any repairs, maintenance, corrections or modifications to those areas that any Regulatory Agency may maintain as part of their governmental obligation, pursuant to any separate written agreement with any Owner, or as required by any permits or ordinances.

8. Third Party Liens. In the event any mechanic's lien is filed against a Parcel as a result of services performed for or materials furnished to the Owner of another Parcel, such Owner shall cause such lien to be released and discharged of record within sixty (60) days of receipt of notice of such lien, either by paying the indebtedness which gave rise to such lien or by posting bond or other security as shall be required by law to obtain such release and discharge. Additionally, the Owner permitting or causing such lien to be

filed shall indemnify, defend, and hold harmless the Owner of the Parcel upon which said lien was filed against any liability, loss, damage, costs, or expenses (including reasonable attorney's fees actually incurred and court costs) on account of such claim of lien.

9. Subordination of the Lien to Mortgages. All of the liens provided for herein shall be subordinate to the lien of any mortgage to any mortgagee, which is now, or hereafter placed upon any Parcel. Notwithstanding any contrary provision hereof, no mortgagee acquiring title to a Parcel through foreclosure or conveyance in lieu of foreclosure, and no purchaser at a foreclosure sale, and no persons claiming by, through or under such mortgagee or purchaser, shall be personally obligated to pay assessments that accrue prior to the mortgagee's or the foreclosure purchaser's acquiring title. Nothing contained in this Agreement shall be construed to impose a duty on any mortgagee to collect assessments.

10. General.

a. Amendment. The provisions of this Agreement may be abrogated, modified, rescinded or amended in whole or in part only with the consent of all of the Owners of the Parcels in a written instrument duly recorded in the Public Records of Hillsborough County, Florida. No modification or termination of this Agreement shall affect the rights of any lienholder or mortgagee of any portion of any Parcel unless such lienholder or mortgagee consents in writing to the modification or termination.

b. Enforcement. Any Owner may enforce this Agreement by any action available at law or in equity, including, but not limited to injunctive relief and specific performance. In the event the Owner (the "**Defaulting Owner**") of any Parcel or portion thereof defaults in the performance of any of its obligations pursuant to this Agreement (including without limitation, the timely performance of operational, maintenance, repair or replacement responsibilities) and such default shall continue for a period of thirty (30) days after receipt of written notice of said default from any other Owner (the "**Non-defaulting Owner**"), in addition to any rights of indemnification set forth herein in Paragraph 4 hereof, the Non-defaulting Owner shall be entitled to cure such default, provided, (i) the Defaulting Owner is not then in the process of diligently attempting to cure the default, and (ii) no notice or opportunity to cure shall be required in the event the default creates an emergency or interferes with the use of the Non-defaulting Owner's property. Any and all expenses incurred by the Non-defaulting Owner in curing such default, together with twelve percent (12%) per annum interest thereon shall be payable by the Defaulting Owner within thirty (30) days of written demand therefor by the Non-defaulting Owner to the Defaulting Owner. In the event of enforcement of this Agreement by any Owner, said Owner shall be entitled to recover, in addition to any other relief available to same hereunder or at law or in equity, attorneys' fees, court costs, and interest on any amounts advanced by said Owner to cure such violation, such interest to be calculated at the lesser of (i) a rate of interest equal to twelve percent (12%) per annum.

c. Partial Invalidity. In the event any provision of this Agreement is determined to be illegal or legally unenforceable, such determination shall have no effect upon the remaining terms and provisions hereof, and the remaining terms and provisions hereof shall continue in full force and effect.

d. Notice.

i. Form. Every notice, demand, consent, approval, or other document or instrument required or permitted to be served upon or given to any Owner shall be in writing and shall be delivered in person or sent by nationally recognized air express courier or registered or by certified mail, postage prepaid, return receipt requested, and, shall be delivered to the following addresses, respectively:

If to the Authority:

Tampa-Hillsborough County
Expressway Authority
412 E. Madison Street, Suite 800
Tampa, Florida 33602
Attn: Executive Director

With a copy to:

Ruden, McClosky, Smith, Schuster
& Russell, P.A.
401 East Jackson Street, 27th Floor
Tampa, Florida 33602
Attention: Charles E. Klug, Jr., Esq.

If to the Church:

Crosstown Community Church, Inc.
10130 Causeway Boulevard
Tampa, Florida 33619
Attention: Tisha Hudson

If to Courtney Palms:

Courtney Palms, LLC
100 Colonial Center Parkway
Suite 470
Lake Mary, Florida 32746
Attention: John A. Schaffer, Vice President

ii. Change of Address. Any Owner may specify or change the place for service of notice by sending a notice to the other Owner(s), which notice shall become effective ten (10) days after delivery thereof. All such notice addresses shall be within the United States.

iii. Notice to Lender. If a lender has theretofore sent a written notice to an Owner which expressly states that it is the holder of a security interest in a Parcel, describes the nature of the security interest, and sets forth the name and address of such lender, then until such Owner receives a written notice to the contrary from such lender, such Owner shall send to such lender copies of all notices which it sends to any other Owner pursuant to this Paragraph.

c. Indemnity. For all matters other than those for which other specific indemnity provisions are herein set forth, the Owners of the Courtney Palms Parcel and the Church Parcel (individually and jointly, "Indemnitor") shall defend, indemnify, and hold harmless the Authority from all claims, losses, actions, proceedings and costs (including reasonable attorney's fees actually incurred and court costs) resulting from any construction, including liens, or any accident, injury, loss, or damage occurring to any person or to the property of any person arising out of or resulting from the Indemnitor's exercise of the rights, privileges, and easements granted herein (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of the Authority), or resulting from the Indemnitor's violation of any of the Permit or restrictions, covenants, and conditions established hereby. In regards to all monetary indemnities set forth herein, the Indemnitor shall pay such indemnified sum no later than fifteen (15) days following written request therefor from the Authority, and if payment of such indemnified sum is not made as of such date, from and after such date, interest shall accrue on the indemnified sum in an amount equal to twelve percent (12%) per annum.

f. No Waiver. No delay or failure on the part of any Owner in the enforcement of its rights under this Agreement shall impair enforcement, or be construed as a waiver of any such right, or constitute acquiescence by any Owner to the breach or violation thereof. Except as otherwise specifically provided herein, no waiver by an Owner shall be valid unless made in writing and signed by the Owner, and then only to the extent expressly set forth therein.

g. Merger. This Agreement sets forth all of the promises, covenants, agreements, conditions and understandings between the parties hereto relating to the Stormwater Management System, except any documents which have been or will be executed by the Owners and which will be recorded in the Public Records of Hillsborough County, Florida.

h. Captions: The captions and paragraph headings contained in this Agreement are for reference and convenience only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of the provisions hereto.

i. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.

j. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement. The proper venue for any action concerning this Agreement shall be in Hillsborough County, Florida.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth herein.

Signed, sealed and delivered
in the presence of:

(Witness Signature)
Print Name: James L Hudson Jr.

(Witness Signature)
Print Name: Olivia Louise Gaffin

CROSSTOWN COMMUNITY CHURCH, INC., a
Florida non-profit corporation,

By: Mark Gaffin
Mark Gaffin, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21st day of ~~July~~ August, 2003, by Mark Gaffin, as President of Crosstown Community Church, Inc., a Florida non-profit corporation, on behalf of the corporation who [select one]: is (✓) personally known to me, or ( ) produced a _____ driver's license as identification, and did not take an oath.

Notary Public - (Signature)
Print name: PATRICIA E. HUDSON
My Commission Expires: 3/21/05

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

PATRICIA E. HUDSON
Notary Public - State of Florida
My Commission Expires Mar 21, 2005
Commission # DD021258

ORL DOCS 10170491.4 MLS

Signed, sealed and delivered
in the presence of:

COURTNEY PALMS APARTMENTS, LLC, a
Florida limited liability company

By: COURTNEY PALMS DEVELOPMENT, INC.,
a Florida corporation, its Managing Member

(Witness Signature)
Print Name:

By: _____
John A. Schaffer, Vice President

(Witness Signature)
Print Name: Beth E. Buckman

STATE OF FLORIDA

COUNTY OF Seminole

The foregoing instrument was acknowledged before me this 24 day of July, 2003, by John A. Schaffer, as Managing Member of Courtney Palms, LLC, a Florida limited liability company, on behalf of the company who [select one]: is (✓) personally known to me, or ( ) produced a _____ driver's license as identification, and did not take an oath.

SHARON R. TWIDWELL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD047171
EXPIRES 04/02/2005
BONDED THRU 1-888-NOTARY1

Notary Public - (Signature)
Print name:
My Commission Expires: 8/02/05

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

ORL DOCS 10170491.4 MLS



iption: Hillsborough,FL Document-Book.Page 13141.325 Page: 9 of 18
Hills Comment:

Signed, sealed and delivered
in the presence of:

(Witness Signature)
Print Name: B.J. Lamb

(Witness Signature)
Print Name: Mary J. Hall

TAMPA-HILLSBOROUGH COUNTY
EXPRESSWAY AUTHORITY, a body politic and
corporate existing under the laws of Florida

By:
Print Name: PATRICK J. McCUE
Title: EXECUTIVE DIRECTOR

Approved as to Form:

Ruden McClosky Smith Schuster
& Russell, P.A., General Counsel

STATE OF FLORIDA

COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 11 day of ~~July~~ September, 2003, by Patrick J. McCue as Executive Director of TAMPA-HILLSBOROUGH COUNTY EXPRESSWAY AUTHORITY, who [select one]: is (X) personally known to me, or ( ) produced a _____ driver's license as identification, and did not take an oath.

SHARON CALLAHAN
MY COMMISSION EXPIRES
June 25, 2006
#DD 128277
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public - (Signature)
Print name: Sharon Callahan
My Commission Expires: 6-25-06

Exhibit "A" - Authority Parcel
Exhibit "B" - Church Parcel
Exhibit "C" - Courtney Palms Parcel
Exhibit "D" - Berm Easement Area
Exhibit "E" - Access Easement
Exhibit "F" - Berm Design Plans

ORL DOCS 10170491.4 MLS

Exhibit "A"

AUTHORITY PARCEL

PARCEL 213

A parcel of land lying within Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

COMMENCE at the center of Section 30, Township 29 South, Range 20 East; thence along the east line of the southwest quarter of said Section 30, S 00°07'26" E, 301.00 feet to a point being survey center line station 1000+48.02 of State Road 618/Brandon Parkway as shown on the right of way control survey for State Road 618/Brandon Parkway prepared for the Tampa-Hillsborough County Expressway Authority by Aim Engineering and Surveying, Incorporated (Aim job#99-7693); thence N 81°41'13" W along said survey center line, 618.49 feet to survey center line station 994+29.54; thence departing said survey center line S 08°32'45" W, 150.09 feet to a point located on the existing southerly limited access right of way line of State Road 618/Brandon Parkway, Section 10002-2526, said point being the POINT OF BEGINNING; thence departing said existing southerly limited access right of way line S 08°32'45" W, 195.32 feet; thence S 08°32'45" W, 10.84 feet; thence S 07°12'49" W, 20.19 feet; thence N 73°43'28" W, 39.66 feet; thence N 33°59'35" W, 125.60 feet; thence S 87°42'28" W, 209.65 feet; thence S 80°56'26" W, 315.91 feet; thence S 61°37'34" W, 192.43 feet; thence S 86°27'49" W, 321.33 feet; thence N 07°56'48" E, 178.62 feet; thence N 17°09'11" E, 58.93 feet; thence N 16°55'09" E, 35.34 feet; thence N 14°40'39" E, 125.60 feet to a point located on the existing southerly limited access right of way line of State Road 618/Brandon Parkway, Section 10002-2526, said point lying S 14°40'39" W, 196.50 feet of survey center line station 983+77.21; thence along said existing southerly limited access right of way line, the following 3 courses; (1) S 88°19'30" E, 126.94 feet; (2) S 84°59'17" E, 530.14 feet; (3) S 81°41'13" E, 418.15 feet to the POINT OF BEGINNING.

ORL DOCS 10170491.4 MLS

Exhibit "B"

CHURCH PARCEL

PARCEL 214A (MAINTENANCE EASEMENT)

A parcel of land lying within Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows: COMMENCE at the center of Section 30, Township 29 South, Range 20 East; thence along the east line of the southwest quarter of said Section 30, S 00°07'26" E, 301.00 feet to a point being survey center line station 1000+48.02 of State Road 618/Brandon Parkway as shown on the right of way control survey for State Road 618/Brandon Parkway prepared for the Tampa-Hillsborough County Expressway Authority by Aim Engineering and Surveying, Incorporated (Aim job#99-7693); thence N 81°41'13" W along said survey center line, 618.49 feet to survey center line station 994+29.54, thence departing said survey center line S 08°32'45" W, 150.09 feet to a point located on the existing southerly limited access right of way line of State Road 618/Brandon Parkway, Section 10002-2526, thence departing said existing southerly limited access right of way line S 08°32'45" W, 195.32 feet; thence S 08°32'45" W, 10.84 feet; thence S 07°12'49" W, 20.19 feet, said point being the POINT OF BEGINNING; thence N 73°43'28" W, 39.66 feet; thence N 33°59'35" W, 125.60 feet; thence S 87°42'28" W, 209.65 feet; thence S 80°56'26" W, 315.91 feet; thence S 61°37'34" W, 192.43' feet; thence S 86°27'49" W, 321.33 feet; thence S 01°50'39" E, 212.03 feet to the northerly line of those parcels of land described in Official Records Book 11221, Page 146 and Official Records Book 11221, Page 139 of the Public records of Hillsborough County, Florida; thence along said northerly line the following eleven (11) courses; 1)thence S 88°56'55" E, 0.38 feet; 2)thence N 55°30'16" E, 56.74 feet; 3)thence S 87°37'07" E, 78.16; 4)thence N 43°17'25" E, 88.43 feet; 5)thence N 74°24'05" E, 128.55 feet; 6)thence N 88°35'07" E, 98.74 feet; 7)thence N 76°13'13" E, 259.07 feet; 8)thence S 55°12'55" E, 164.59 feet; 9)thence N 89°21'04" E, 113.58 feet; 10)thence N 72°23'13" E, 82.37 feet; 11)thence S 51°04'42" E, 45.56 feet; thence N 29°54'35" E, 173.51 feet; thence N 10°30'10" E, 20.35 feet to the POINT OF BEGINNING.

ORL DOCS 10170491.4 MLS

Exhibit "C"

COURTNEY PALMS PARCEL

A tract of land being a portion of the Southwest 1/4 of Section 30; Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 809.23 feet to the Point of Beginning; thence continue North 08°20'31" West, 241.89 feet; thence departing said Easterly right-of-way line, North 71°27'13" East, 437.34 feet to the beginning of a non-tangent curve; thence 39.93 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 06°10'59", and a chord of 39.91 feet which bears North 72°50'30" West to a point of reverse curvature; thence 49.64 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°28'49"; and a chord of 49.58 feet which bears North 74°29'25" West to a point of tangency; thence North 79°13'50" West, 98.38 feet to a point of curvature; thence 77.03 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 14°42'40", and a chord of 76.82 feet which bears North 86°35'10" West to a point of tangency; thence South 86°03'31" West, 80.55 feet to a point of curvature; thence 17.87 feet along the arc of a curve to the left having a radius of 500.00 feet, an included angle of 02°02'52", and a chord of 17.87 feet which bears South 85°02'05" West to the beginning of a non-tangent line; thence South 50°42'35" West, 96.48 feet to a point of intersection with the aforementioned Easterly right-of-way line of U.S. Highway 301; thence along said Easterly right-of-way line, North 08°20'31" West, 108.18 feet; thence North 08°22'31" West, 11.82 feet; thence departing said Easterly right-of-way line, North 81°37'29" East, 61.89 feet to a point of curvature; thence 44.11 feet along the arc of a curve to the right having a radius of 570.00 feet, an included angle of 04°26'02", and a chord of 44.10 feet which bears North 83°50'30" East to a point of tangency; thence North 86°03'31" East, 80.55 feet to a point of curvature; thence 95.00 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of

14°42'40", and a chord of 94.74 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 61.22 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 09°28'49", and a chord of 61.15 feet which bears South 74°29'25" East to a point of reverse curvature; thence 47.86 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°08'25", and a chord of 47.81 feet which bears South 74°19'13" East to a point of compound curvature; thence 133.04 feet along the arc of a curve to the left having a radius of 218.50 feet, an included angle of 34°53'08", and a chord of 130.99 feet which bears North 83°40'00" East to the end of said curve and the beginning of a non-tangent line; thence North 01°40'48" West, 564.08 feet; thence South 87°50'40" East, 20.44 feet; thence North 43°03'52" East, 88.43 feet; thence North 74°10'32" East, 128.55 feet; thence North 88°21'34" East, 98.74 feet; thence North 75°59'40" East, 259.17 feet; thence South 55°26'16" East, 164.45 feet; thence North 89°07'43" East, 113.58 feet; thence North 72°09'52" East, 82.37 feet; thence South 51°16'51" East, 167.10 feet; thence South, 374.02 feet; thence South 58°31'04" West, 46.89 feet; thence South 52°09'06" West, 135.69 feet; thence South 54°58'45" West, 269.01 feet; thence South 08°45'43" East, 225.94 feet to a point of intersection with the Northerly boundary of AClair-Mel City, Unit No. 52", according to the plat thereof as recorded in Plat Book 37, Page 85, public records of Hillsborough County, Florida; thence along said Northerly boundary, South 81°28'15" West, 620.00 feet to the Northwesterly corner of the right-of-way of Calle Street as dedicated on said AClair-Mel City, Unit No. 52"; thence along the Westerly right-of-way of said Calle Street, South 08°29'43" East, 100.02 feet to a point of curvature; thence 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet, an included angle of 89°59'21", and a chord of 35.35 feet which bears South 36°20'58" West to a point of intersection with the Northerly right-of-way line of Alambra Avenue as dedicated by plat of AClair-Mel City, Unit No. 51", according to the plat thereof as recorded in Plat Book 36, Page 31, public records of Hillsborough County, Florida; thence along said Northerly right-of-way line of Alambra Avenue, South 81°28'15" West, 279.48 feet; thence departing said Northerly right-of-way line, North 08°20'31" West, 150.00 feet; and thence South 81°28'15" West, 290.40 feet to the Point of Beginning.

Tract contains 25.66 acres, more or less.

ORL DOCS 10170491.4 MLS



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: Hills Comment:

Exhibit "D"

BERM EASEMENT AREA

Legal Description: (30 Foot Maintenance Easement)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 1279.49 feet; thence North 08°22'31" West, 11.82 feet; thence departing said Easterly right-of-way line, North 81°37'29" East, 61.89 feet to a point of curvature; thence 44.11 feet along the arc of a curve to the right having a radius of 570.00 feet, an included angle of 04°26'02", and a chord of 44.10 feet which bears North 83°50'30" East to a point of tangency; thence North 86°03'31" East, 80.55 feet to a point of curvature; thence 95.00 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 14°42'40", and a chord of 94.74 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 61.22 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 09°28'49", and a chord of 61.15 feet which bears South 74°29'25" East to a point of reverse curvature; thence 47.86 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°08'25", and a chord of 47.81 feet which bears South 74°19'13" East to a point of compound curvature; thence 133.04 feet along the arc of a curve to the left having a radius of 218.50 feet, an included angle of 34°53'08", and a chord of 130.99 feet which bears North 83°40'00" East to the end of said curve and the beginning of a non-tangent line; thence North 01°40'48" West, 534.01 feet to the Point of Beginning; thence continue North 01°40'48" West, 30.07 feet; thence South 87°50'40" East, 20.44 feet; thence North 43°03'52" East, 88.43 feet; thence North 74°10'32" East, 128.55 feet; thence North 88°21'34" East, 98.74 feet; thence North 75°59'40" East, 259.17 feet; thence South 55°26'16" East, 164.45 feet; thence North 89°07'43" East, 113.58 feet; thence North 72°09'52" East, 82.37 feet; thence South 51°16'51" East, 167.10 feet; thence South, 38.45 feet; thence North 51°16'51" West, 175.02

feet; thence South 72°09'52" West, 70.70 feet; thence South 89°07'43" West, 127.63 feet; thence North 55°26'16" West, 160.50 feet; thence South 75°59'40" West, 248.89 feet; thence South 88°21'34" West, 98.26 feet; thence South 74°10'32" West, 116.47 feet; thence South 43°03'52" West, 93.78 feet; and thence North 87°50'40" West, 32.13 feet to the Point of Beginning.

Tract contains 0.77 acre, (33,693 square feet), more or less.

ORL DOCS 10170491.4 MLS

Exhibit "E"

ACCESS EASEMENT

Legal Description: (30 foot Ingress and Egress Easement)

A tract of land being a portion of the Southwest 1/4 and a portion of the Southeast 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, lying 15.00 feet on each side of the following described centerline:

Commence at the Southwest corner of the Southeast 1/4 of said Section 30; run thence South 89°40'19" East (basis of bearings), along the South boundary of said Southeast 1/4 of Section 30, 586.10 feet to the Point of Beginning of said centerline; thence departing said South boundary, North 00°17'30" East, 791.46 feet to the beginning of a non-tangent curve; thence 150.52 feet along the arc of a curve to the right having a radius of 1000.00 feet, an included angle of 08°37'26", and a chord of 150.38 feet which bears North 81°29'26" West to a point of reverse curvature; thence 42.42 feet along the arc of a curve to the left having a radius of 150.00 feet, and included angle of 16°12'15", and a chord of 42.28 feet which bears North 85°16'50" West to a point of reverse curvature; thence 143.06 feet along the arc of a curve to the right having a radius of 500.00 feet, an included angle of 16°23'37", and a chord of 142.57 feet which bears North 85°11'09" West to a point of reverse curvature; thence 70.23 feet along the arc of a curve to the left having a radius of 185.00 feet, an included angle of 21°45'04", and a chord of 69.81 feet which bears North 87°51'53" West to a point of tangency; thence South 81°15'35" West, 89.06 feet to a point of curvature; thence 31.69 feet along the arc of a curve to the right having a radius of 200.00 feet, an included angle of 09°04'39", and a chord of 31.65 feet which bears South 85°47'55" West to a point of tangency; thence North 89°39'46" West, 225.43 feet to a point of curvature; thence 69.76 feet along the arc of a curve to the right having a radius of 100.00 feet, an included angle of 39°58'15", and a chord of 68.36 feet which bears North 69°40'38" West to a point of tangency; thence North 49°41'32" West, 517.70 feet to a point of curvature; thence 65.05 feet along the arc of a curve to the right having a radius of 75.00 feet, an included angle of 49°41'31", and a chord of 63.03 feet which bears North 24°50'45" West to a point of tangency; thence North, 591.12 feet; and thence North 51°16'51" West, 198.48 feet to the Point of Terminus.



otion: Hillsborough,FL Document-Book.Page 13141.325 Page: 17 of 18
Hills Comment:

Exhibit "F"

BERM DESIGN PLANS

Courtney Palms shall, at its sole cost and expense, design and construct the Berm required for the Stormwater Management System in accordance with the Southwest Florida Water Management District permit # 44024245.000 (Courtney Palms), and in accordance with construction plans prepared by Brooks and Amaden, Inc. titled Courtney Palms Apartments Project No. 880-01 dated September 30, 2002 for the Berm needed for the Stormwater Management System being constructed under Tampa-Hillsborough County Expressway Authority Project No.: 51.40.02, as follows:

| Drawing Name | Drawing Numbers | Revision Date |
|---|---|---|
| Grading and Drainage Plan | Sheet 5 | 5/19/03 |
| Grading and Drainage Details | Sheet 6 | 2/16/03 |
| Grading and Drainage Details | Sheet 7 | 5/19/03 |

TPA:270309:3

7D

INSTR # 2003096061
O BK 12437 PG 0122
RECORDED 03/12/2003 01:49:47 PM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK P Backhaus

THIS INSTRUMENT
PREPARED BY
AND RETURN TO:

Juli Lynn Simas
Shutts & Bowen LLP
300 South Orange Avenue
Suite 1000
Orlando, Florida 32802-4956

BEST IMAGES AVAILABLE

## AGREEMENT

THIS AGREEMENT ("Agreement") is dated as of 27 January, 2003, by and between **COURTNEY PALMS APARTMENTS, LLC**, a Florida limited liability company ("**Courtney Palms**") and **CROSSTOWN COMMUNITY CHURCH, INC.**, a Florida corporation ("**Church**").

## RECITALS:

WHEREAS, Courtney Palms is the fee simple owner of certain real property situated in Hillsborough County, Florida, which is described upon **Exhibit "A"** attached hereto (the "**Courtney Palms' Property**");

WHEREAS, The Church, as a previous owner of the Courtney Palms' Property, installed a 10' water line on the Courtney Palms' Property, as more particularly described on attached Exhibit "B" hereto (the "**Water Line**");

WHEREAS, Courtney Palms has requested and agreed to abandon the Water Line;

NOW, THEREFORE, for and in consideration of the foregoing, of the mutual covenants set forth herein and of other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Church hereby agrees to abandon and to cease all operation and use of the Water Line effective as of the date Courtney Palms relocates such Water Line for the Church's use, but in no event later than one hundred twenty (120) days after the date of this Agreement.

**[SEE PAGES 2 & 3 FOR SIGNATURES]**



ription: Hillsborough,FL Document-Book.Page 12437.122 Page: 1 of 5
r: Hills Comment:

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth above.

Signed, sealed and delivered in the presence of:

(Witness Signature)
Print Name:

(Witness Signature)
Print Name:

CROSSTOWN COMMUNITY CHURCH, INC., a Florida non-profit corporation,

By:
Mark Gaffin, President

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 3rd day of ~~January~~ Feb, 2003 by Mark Gaffin, as President of CROSSTOWN COMMUNITY CHURCH, INC., a Florida non-profit corporation, on behalf of said company. He is personally known to me, or who produced _____ as identification.

Print Name: PATRICIA F HUDSON
Notary Public, State of Florida
Commission No.: DD011458
My commission expires: 3-28-05



ription: Hillsborough,FL Document-Book.Page 12437.122 Page: 2 of 5
r: Hills Comment:

Signed, sealed and delivered
in the presence of:

(Witness Signature)
Print Name: Lisa Smallcross

(Witness Signature)
Print Name: Mary E. Shafer

COURTNEY PALMS APARTMENTS, LLC, a
Florida limited liability company

By: COURTNEY PALMS DEVELOPMENT, INC.,
a Florida corporation, its Managing Member

By: _____
John A. Schaffer, Vice President

STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing instrument was acknowledged before me this 22 day of January, 2003 by John A. Schaffer, as Vice President of Courtney Palms Development, Inc., a Florida corporation, _____ of COURTNEY PALMS APARTMENTS, LLC, a Florida limited liability company, on behalf of said company. He is personally known to me, or who produced _____ as identification.

Print Name: Sharon R. Twidwell
Notary Public, State of Florida
Commission No.: DD347171
My commission expires: 8/02/05

SHARON R. TWIDWELL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD347171
EXPIRES 08/02/2005
BONDED THRU TROY FAIN NOTARY

ORLDOCS 1113519v1.1 MLS



iption: Hillsborough,FL Document-Book.Page 12437.122 Page: 3 of 5
Hills Comment:

Exhibit "A"
Legal Description

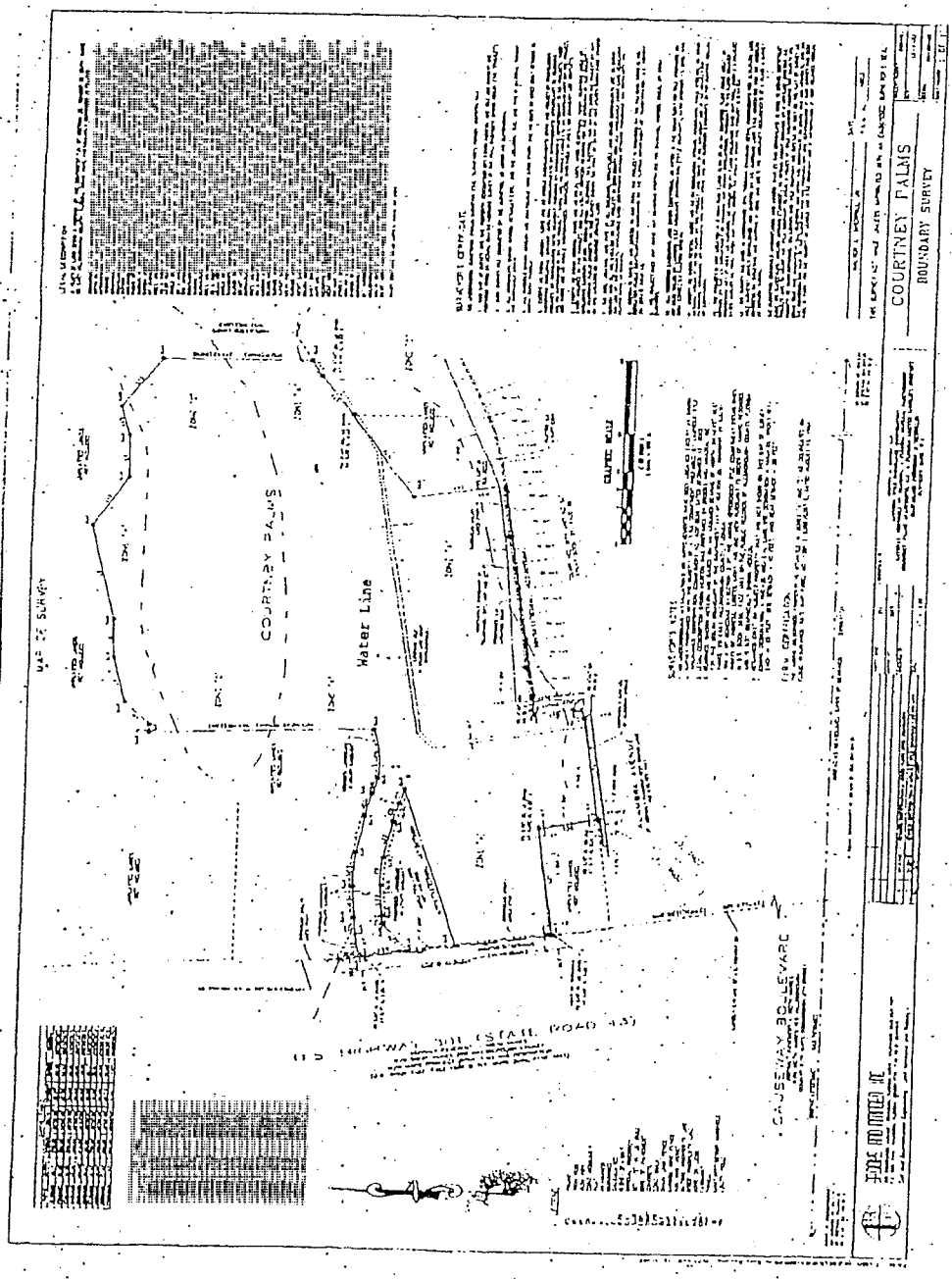
Legal Description: (Revised Courtney Palms Parcel)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 809.23 feet to the Point of Beginning; thence continue North 08°20'31" West, 241.89 feet; thence departing said Easterly right-of-way line, North 71°27'13" East, 437.34 feet to the beginning of a non-tangent curve; thence 39.93 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 06°10'59", and a chord of 39.91 feet which bears North 72°50'30" West to a point of reverse curvature; thence 49.64 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°28'49", and a chord of 49.58 feet which bears North 74°29'25" West to a point of tangency; thence North 79°13'50" West, 98.38 feet to a point of curvature; thence 77.03 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 14°42'40", and a chord of 76.82 feet which bears North 86°35'10" West to a point of tangency; thence South 86°03'31" West, 80.55 feet to a point of curvature; thence 17.87 feet along the arc of a curve to the left having a radius of 500.00 feet, an included angle of 02°02'52", and a chord of 17.87 feet which bears South 85°02'05" West to the beginning of a non-tangent line; thence South 50°42'35" West, 96.48 feet to a point of intersection with the aforementioned Easterly right-of-way line of U.S. Highway 301; thence along said Easterly right-of-way line, North 08°20'31" West, 108.18 feet; thence North 08°22'31" West, 11.82 feet; thence departing said Easterly right-of-way line, North 81°37'29" East, 61.89 feet to a point of curvature; thence 44.11 feet along the arc of a curve to the right having a radius of 570.00 feet, an included angle of 04°26'02", and a chord of 44.10 feet which bears North 83°50'30" East to a point of tangency; thence North 86°03'31" East, 80.55 feet to a point of curvature; thence 95.00 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 14°42'40", and a chord of 94.74 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 61.22 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 09°28'49", and a chord of 61.15 feet which bears South 74°29'25" East to a point of reverse curvature; thence 47.86 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°08'25", and a chord of 47.81 feet which bears South 74°19'13" East to a point of compound curvature; thence 133.04 feet along the arc of a curve to the left having a radius of 218.50 feet, an included angle of 34°53'08", and a chord of 130.99 feet which bears North 83°40'00" East to the end of said curve and the beginning of a non-tangent line; thence North 01°40'48" West, 564.08 feet; thence South 87°50'40" East, 20.44 feet; thence North 43°03'52" East, 88.43 feet; thence North 74°10'32" East, 128.55 feet; thence North 88°21'34" East, 98.74 feet; thence North 75°59'40" East, 259.17 feet; thence South 55°26'16" East, 164.45 feet; thence North 89°07'43" East, 113.58 feet; thence North 72°09'52" East, 82.37 feet; thence South 51°16'51" East, 167.10 feet; thence South, 374.02 feet; thence South 58°31'04" West, 46.89 feet; thence South 52°09'06" West, 135.69 feet; thence South 54°58'45" West, 269.01 feet; thence South 08°45'43" East, 225.94 feet to a point of intersection with the Northerly boundary of "Clair-Mel City, Unit No. 52", according to the plat thereof as recorded in Plat Book 37, Page 85, public records of Hillsborough County, Florida; thence along said Northerly boundary, South 81°28'15" West, 620.00 feet to the Northwesterly corner of the right-of-way of Calle Street as dedicated on said "Clair-Mel City, Unit No. 52"; thence along the Westerly right-of-way of said Calle Street, South 08°29'43" East, 100.02 feet to a point of curvature; thence 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet, an included angle of 89°59'21", and a chord of 35.35 feet which bears South 36°29'58" West to a point of intersection with the Northerly right-of-way line of Alambra Avenue as dedicated by plat of "Clair-Mel City, Unit No. 51", according to the plat thereof as recorded in Plat Book 36, Page 31, public records of Hillsborough County, Florida; thence along said Northerly right-of-way line of Alambra Avenue, South 81°28'15" West, 279.48 feet; thence departing said Northerly right-of-way line, North 08°20'31" West, 150.00 feet; and thence South 81°28'15" West, 290.40 feet to the Point of Beginning

Tract contains 25.66 acres, more or less.

EXHIBIT "B"

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Hills Comment:

INSTR # 2003140918
O BK 12536 PG 0978
RECORDED 04/15/2003 09:56:14 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

## APPROVAL AND MITIGATION AGREEMENT

This agreement is made and entered into by the Executive director of the Environmental Protection Commission of Hillsborough County pursuant to Chapter 84-446, Laws of Florida, and Courtney Palms Apartments, L.L.C., owner of the following described property (location of mitigation area (s) and/or Conservation Easement; include description, address, folio, section, township, range):

Located in the N1/2 of the NE1/4 of the SW 1/4 of the SW1/4 of Section 30, Township 29S, Range 20E, Hillsborough County; Folio No. 071965.0400 ; See exhibit A.

And in consideration of the Executive Director's authorization to develop or impact the wetland (s) located on (location of area (s) to be developed or impacted; include description, address, folio, section, township, range):

Located in the N1/2 of the NE1/4 of the SW 1/4 of the SW1/4 of Section 30, Township 29S, Range 20E, Hillsborough County; Folio No. 071965.0400

as described in The Courtney Palms Apartments Construction Plans, owner agrees (project name):

(a) to perform or construct the mitigation on property identified first above according to the specifications of the approved plan (Plan), identified as Courtney Palms Apartments (plan name) and kept on file with the commission;

(b) to perform the monitoring as required and any corrections or modifications to the mitigation in order to achieve the success specifications agreed upon in the Plan;

(c) to notify in writing the Director of the Wetlands Management Department of the exact start and completion dates of approved disturbances and for the construction of mitigation areas;

(d) to give actual notice of this Mitigation Agreement and any Conservation Easement;

(e) to specifically retain the right to complete the terms of this Mitigation Agreement in the event of sale of the mitigation area, or to otherwise provide for the satisfactory completion of the terms of the Plan pursuant to this Mitigation Agreement, by written agreement acceptable to the Executive Director;

(f) to provide public notice of the Commission's interest in the mitigation area at it's own expense, by (i) executing and recording a Conservation Easement over the mitigation areas to the Commission, (ii) recording this Mitigation Agreement, or by ~~(iii) appropriate notation on the plat~~; and (please indicate which methods of public notice will be used by crossing out those not applicable).



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der: Hills Comment:

(g) owner agrees to provide prior to commencing the proposed impact of this project, an Irrevocable Standby Letter of Credit or equivalent financial security for the implementation term of the Plan, in the amount of $ 32,644.70 to ensure compliance with this agreement and the Plan.

In recognition that the proposed impact to the wetland is necessary to the reasonable use of the owner's property, and in consideration of the agreement to complete the mitigation according to the specifications of the Plan and as agreed above, the Executive Director has determined that the proposed Plan would provide adequate protection of the environmental benefits and hereby gives authorization to the owner to impact the wetland as proposed, conditioned upon the specifications of that proposal and this agreement.

It is agreed that **THIS AUTHORIZATION WILL EXPIRE ON** 30 June ~~2004~~ 2005, however, if any impact to the wetland identified above has occurred prior to that time pursuant to this authorization, the Plan shall be implemented in its entirety. Failure to comply with the terms of this agreement or to implement the Plan according to its specifications shall be a violation of Chapter 84-446, Laws of Florida and enforceable accordingly, as well as by action on the contract.

12-23-02
Date

Owner/Agent Signature & Title DAVID G. McDANIEL
(If by agent, Power of Attorney required)

100 Colonial Center Parkway, Suite 470, Lake Mary FL 32746
Mailing Address

(Corporate Seal)

State of Florida
County of Seminole

The signature on the foregoing instrument was acknowledged by me this 23rd day of December, 2002 (date) by _____ (name of officer or agent, title of officer or agent), of Courtney Palms Apartments, LLC (name of limited liability company), a Florida limited liability company (state or place of incorporation) ~~corporation~~ company, on behalf of the ~~corporation~~ company. He is personally known to me or produced _____ (type of ID) as identification; and ~~who did~~ not take an oath.

Beth E. Buckman (Notary's Signature)
Beth E. Buckman (Notary's Name - typed, printed or stamped)
Notary Public (Title or rank)
(Notary Seal)
(Serial number, if any)
(Date Commission Expires)

BETH E. BUCKMAN
MY COMMISSION # CC 942081
EXPIRES: November 3, 2005
Bonded Thru Notary Public Underwriters

3.10.03
Date

Richard D. Garrity, PhD, Executive Director
Environmental Protection Commission
of Hillsborough County
1900 Ninth Avenue
Tampa, Florida 33605

Prepared by: ~~Sandra Thompson, Office Counsel~~
Return to: Environmental Protection Commission
~~1900 Ninth Avenue~~ 1410 N. 21st St.
Tampa, Florida 33605
Attn: Mike Thompson

(corporation)

(6-92)



[redacted]
cription: Hillsborough,FL Document-Book.Page 12536.978 Page: 2 of 4
er: Hills Comment:

OR BK 12536 PG 0980

BROOKS AND AMADEN, INC.
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510 • TELEPHONE (813) 653-1125
P.O. BOX 1129 • BRANDON, FLORIDA 33509-1129 • FAX (813) 653-1679
www.brooks-amaden.com

# EXHIBIT "A"

December 20, 2002

Legal Description: (Courtney Palms Parcel)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 809.23 feet to the Point of Beginning; thence continue North 08°20'31" West, 241.89 feet; thence departing said Easterly right-of-way line, North 71°27'13" East, 437.34 feet to the beginning of a non-tangent curve; thence 39.93 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 06°10'59", and a chord of 39.91 feet which bears North 72°50'30" West to a point of reverse curvature; thence 49.64 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°28'49", and a chord of 49.58 feet which bears North 74°39'25" West to a point of tangency; thence North 79°13'50" West, 98.38 feet to a point of curvature; thence 77.03 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 14°42'40", and a chord of 76.82 feet which bears North 86°35'10" West to a point of tangency; thence South 86°03'31" West, 80.55 feet to a point of curvature; thence 17.87 feet along the arc of a curve to the left having a radius of 500.00 feet, an included angle of 02°02'52", and a chord of 17.87 feet which bears South 85°02'05" West to the beginning of a non-tangent line; thence South 50°42'35" West, 96.48 feet to a point of intersection with the aforementioned Easterly right-of-way line of U.S. Highway 301; thence along said Easterly right-of-way line, North 08°20'31" West, 108.18 feet; thence North 08°22'31" West, 11.82 feet; thence departing said Easterly right-of-way line, North 81°37'29" East, 61.89 feet to a point of curvature; thence 44.11 feet along the arc of a curve to the right having a radius of 570.00 feet, an included angle of 04°26'02", and a chord of 44.10 feet which bears North 83°50'30" East to a point of tangency; thence North 86°03'31" East, 80.55 feet to a point of curvature; thence 95.00 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 14°42'40", and a chord of 94.74 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 61.22 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 09°28'49", and a chord of 61.15 feet which bears South 74°29'25" East to a point of reverse curvature; thence 47.86 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°08'25", and a chord of 47.[illegible] East to a point of compound curvature; thence 133.04 feet along the arc of a curve to the left having a radius of 218.50 feet, an included angle of 34°53'08", and a chord of 130.99 feet which bears North 83°40'00" East to the end of said curve and the beginning of a non-tangent line; thence North 01°40'48" West, 564.08 feet; thence South 87°50'40" East, 20.44 feet; thence North 43°03'52" East, 88.43 feet; thence North 74°10'32" East, 128.55 feet; thence North 88°21'34" East, 98.74 feet; thence North 75°59'40" East,



ription: Hillsborough,FL Document-Book.Page 12536.978 Page: 3 of 4
r: Hills Comment:

259.17 feet; thence South 55°26'16" East, 164.45 feet; thence North 89°07'43" East, 113.58 feet; thence North 72°09'52" East, 82.37 feet; thence South 51°16'51" East, 167.10 feet; thence South 374.02 feet; thence South 58°31'04" West, 46.89 feet; thence South 52°09'06" West, 135.69 feet; thence South 54°58'45" West, 269.01 feet; thence South 08°45'43" East, 225.94 feet to a point of intersection with the Northerly boundary of "Clair-Mel City, Unit No. 52", according to the plat thereof as recorded in Plat Book 37, Page 85, public records of Hillsborough County, Florida; thence along said Northerly boundary, South 81°28'15" West, 620.00 feet to the Northwesterly corner of the right-of-way of Calle Street as dedicated on said "Clair-Mel City, Unit No. 52"; thence along the Westerly right-of-way of said Calle Street, South 08°29'43" East, 100.02 feet to a point of curvature; thence 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet, an included angle of 89°59'21", and a chord of 35.35 feet which bears South 36°29'58" West to a point of intersection with the Northerly right-of-way line of Alambra Avenue as dedicated by plat of "Clair-Mel City, Unit No. 51", according to the plat thereof as recorded in Plat Book 36, Page 31, public records of Hillsborough County, Florida; thence along said Northerly right-of-way line of Alambra Avenue, South 81°28'15" West, 279.48 feet; thence departing said Northerly right-of-way line, North 08°20'31" West, 150.00 feet; and thence South 81°28'15" West, 290.40 feet to the Point of Beginning

Tract contains 25.66 acres, more or less.

Prepared by:
*Brooks and Amaden, Inc.*
*205 Ridgewood Avenue*
*Brandon, FL 33510*
*813-653-1125*
*Walter C. Sherrill, Jr., PSM*
*Survey Manager*



scription: Hillsborough,FL Document-Book.Page 12536.978 Page: 4 of 4
der: Hills Comment:

7E

INSTR # 2003140918
O BK 12536 PG 0978
RECORDED 04/15/2003 09:56:14 AM
RICHARD AKE CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

This is a Non-Certified Copy

## APPROVAL AND MITIGATION AGREEMENT

This agreement is made and entered into by the Executive director of the Environmental Protection Commission of Hillsborough County pursuant to Chapter 84-446, Laws of Florida, and Courtney Palms Apartments, LLC, owner of the following described property (location of mitigation area (s) and/or Conservation Easement; include description, address, folio, section, township, range):

Located in the N1/2 of the NE1/4 of the SW 1/4 of the SW1/4 of Section 30, Township 29S, Range 20E, Hillsborough County; Folio No. 071965.0400 ; see exhibit A

And in consideration of the Executive Director's authorization to develop or impact the wetland (s) located on (location of area (s) to be developed or impacted; include description, address, folio, section, township, range):

Located in the N1/2 of the NE1/4 of the SW 1/4 of the SW1/4 of Section 30, Township 29S, Range 20E, Hillsborough County; Folio No. 071965.0400

as described in The Courtney Palms Apartments Construction Plans, owner agrees (project name)

(a) to perform or construct the mitigation on property identified first above according to the specifications of the approved plan (Plan), identified as Courtney Palms Apartments, (plan name) and kept on file with the commission;

(b) to perform the monitoring as required and any corrections or modifications to the mitigation in order to achieve the success specifications agreed upon in the Plan;

(c) to notify in writing the Director of the Wetlands Management Department of the exact start and completion dates of approved disturbances and for the construction of mitigation areas;

(d) to give actual notice of this Mitigation Agreement and any Conservation Easement;

(e) to specifically retain the right to complete the terms of this Mitigation Agreement in the event of sale of the mitigation area, or to otherwise provide for the satisfactory completion of the terms of the Plan pursuant to this Mitigation Agreement, by written agreement acceptable to the Executive Director;

(f) to provide public notice of the Commission's interest in the mitigation area at it's own expense, by (i) executing and recording a Conservation Easement over the mitigation areas to the Commission, (ii) recording this Mitigation Agreement, or by ~~(iii) appropriate notation on the plat~~; and (please indicate which methods of public notice will be used by crossing out those not applicable)

(g) owner agrees to provide prior to commencing the proposed impact of this project, an Irrevocable Standby Letter of Credit or equivalent financial security for the implementation term of the Plan, in the amount of $ 32,644.70, to ensure compliance with this agreement and the Plan.

In recognition that the proposed impact to the wetland is necessary to the reasonable use of the owner's property, and in consideration of the agreement to complete the mitigation according to the specifications of the Plan and as agreed above, the Executive Director has determined that the proposed Plan would provide adequate protection of the environmental benefits and hereby gives authorization to the owner to impact the wetland as proposed, conditioned upon the specifications of that proposal and this agreement.

It is agreed that **THIS AUTHORIZATION WILL EXPIRE ON** 30 June ~~2004~~ 2005; however, if any impact to the wetland identified above has occurred prior to that time pursuant to this authorization, the Plan shall be implemented in its entirety. Failure to comply with the terms of this agreement or to implement the Plan according to its specifications shall be a violation of Chapter 84-446, Laws of Florida and enforceable accordingly, as well as by action on the contract.

12-23-02
Date

Owner/Agent Signature & Title DAVID G. McDANIEL
(If by agent, Power of Attorney required)

100 Colonial Center Parkway, Suite 470, Lake Mary FL 32746
Mailing Address

**(Corporate Seal)**

State of Florida
County of Seminole

The signature on the foregoing instrument was acknowledged by me this 23rd day of December, 2002 (date) by _____ (name of officer ~~or agent, title of officer or agent~~), of Courtney Palms Apartments, LLC (name of limited liability company), a Florida limited liability company (state or place of incorporation) ~~corporation~~ company. on behalf of the ~~corporation~~ company. He is personally known to me ~~or produced~~ _____ ~~(type of ID) as identification~~, and ~~who did~~ not take an oath.

Beth E. Buckman (Notary's Signature)
Beth E. Buckman (Notary's Name - typed, printed or stamped)
**Notary Public** (Title or rank)
(Serial number, if any)
(Date Commission Expires)

**(Notary Seal)**

BETH E. BUCKMAN
MY COMMISSION # DD 040201
EXPIRES: November 9, 2005
Bonded Thru Notary Public Underwriters

3.10.03
Date

Richard D. Garrity, PhD, Executive Director
Environmental Protection Commission
of Hillsborough County
1900 Ninth Avenue
Tampa, Florida 33605

Prepared by : ~~Sara M. Fotopulos, Chief Counsel~~
Return to: Environmental Protection Commission
~~1900 9th Avenue~~ 1410 N. 21st St.
Tampa, Florida 33605
Attn: Mike Thompson

**(corporation)** (6-92)

Not Certified Copy

OR BK 12536 PG 0980

BROOKS AND AMADEN, INC.
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510 • TELEPHONE (813) 653-1125
P.O. BOX 1129 • BRANDON, FLORIDA 33509-1129 • FAX (813) 653-1679
www.brooks-amaden.com

# EXHIBIT "A"

December 20, 2002

Legal Description: (Courtney Palms Parcel)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 809.23 feet to the Point of Beginning; thence continue North 08°20'31" West, 241.89 feet; thence departing said Easterly right-of-way line, North 71°27'13" East, 437.34 feet to the beginning of a non-tangent curve; thence 39.93 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 06°10'59", and a chord of 39.91 feet which bears North 72°50'30" West to a point of reverse curvature; thence 49.64 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°28'49", and a chord of 49.58 feet which bears North 74°29'25" West to a point of tangency; thence North 79°13'50" West, 98.38 feet to a point of curvature; thence 77.03 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 14°42'40", and a chord of 76.82 feet which bears North 86°35'10" West to a point of tangency; thence South 86°03'31" West, 80.55 feet to a point of curvature; thence 17.87 feet along the arc of a curve to the left having a radius of 500.00 feet, an included angle of 02°02'52", and a chord of 17.87 feet which bears South 85°02'05" West to the beginning of a non-tangent line; thence South 50°42'35" West, 96.48 feet to a point of intersection with the aforementioned Easterly right-of-way line of U.S. Highway 301; thence along said Easterly right-of-way line, North 08°20'31" West, 108.18 feet; thence North 08°22'31" West, 11.82 feet; thence departing said Easterly right-of-way line, North 81°37'29" East, 61.89 feet to a point of curvature; thence 44.11 feet along the arc of a curve to the right having a radius of 570.00 feet, an included angle of 04°26'02", and a chord of 44.10 feet which bears North 83°50'30" East to a point of tangency; thence North 86°03'31" East, 80.55 feet to a point of curvature; thence 95.00 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 14°42'40", and a chord of 94.74 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 61.22 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 09°28'49", and a chord of 61.15 feet which bears South 74°29'25" East to a point of reverse curvature; thence 47.86 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°08'25", and a chord of 47.81 feet which bears South [illegible]" East to a point of compound curvature; thence 133.04 feet along the arc of a curve to the left having a radius of 218.50 feet, an included angle of 34°53'08", and a chord of 130.99 feet which bears North 83°40'00" East to the end of said curve and the beginning of a non-tangent line; thence North 01°40'48" West, 564.08 feet; thence South 87°50'40" East, 20.44 feet; thence North 43°03'52" East, 88.43 feet; thence North 74°10'32" East, 128.55 feet; thence North 88°21'34" East, 98.74 feet; thence North 75°59'40" East,

259.17 feet; thence South 55°26'16" East, 164.45 feet; thence North 89°07'43" East, 113.58 feet, thence North 72°09'52" East, 82.37 feet; thence South 51°16'51" East, 167.10 feet; thence South 374.02 feet; thence South 58°31'04" West, 46.89 feet; thence South 52°09'06" West, 135.69 feet; thence South 54°58'45" West, 269.01 feet; thence South 08°45'43" East, 225.94 feet to a point of intersection with the Northerly boundary of "Clair-Mel City, Unit No. 52", according to the plat thereof as recorded in Plat Book 37, Page 85, public records of Hillsborough County, Florida; thence along said Northerly boundary, South 81°28'15" West, 620.00 feet to the Northwesterly corner of the right-of-way of Calle Street as dedicated on said "Clair-Mel City, Unit No. 52"; thence along the Westerly right-of-way of said Calle Street, South 08°29'43" East, 100.02 feet to a point of curvature; thence 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet, an included angle of 89°59'21", and a chord of 35.35 feet which bears South 36°29'58" West to a point of intersection with the Northerly right-of-way line of Alambra Avenue as dedicated by plat of "Clair-Mel City, Unit No. 51", according to the plat thereof as recorded in Plat Book 36, Page 31, public records of Hillsborough County, Florida; thence along said Northerly right-of-way line of Alambra Avenue, South 81°28'15" West, 279.48 feet; thence departing said Northerly right-of-way line, North 08°20'31" West, 150.00 feet; and thence South 81°28'15" West, 290.40 feet to the Point of Beginning.

Tract contains 25.66 acres, more or less.

Prepared by:
*Brooks and Amaden, Inc.*
*205 Ridgewood Avenue*
*Brandon, FL 33510*
*813-653-1125*
*Walter C. Sherrill, Jr., PSM*
*Survey Manager*

This is not a certified copy

7F

Prepared By & Return To:
Bright House Networks
Sarah Shaw
525 Grand Regency Blvd.
Brandon, FL 33510

## Exhibit B
## Form of Easement and Memorandum of Agreement

Attached.

## Easement and Memorandum of Agreement

1. **Grant of Easement**

In consideration of $10, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Courtney Palms Apartments, LLC. ("Grantor") d/b/a Courtney Palms Apartments, grants to TWEAN, Subsidiary, LLC. ("Grantee"), its successors and assigns, a non-exclusive easement on Grantor's property and all its improvements (as described in the attached *Exhibit A*) (the "Property"). This easement is for the purposes of permitting Grantee and its affiliates and contractors to design, construct, install, operate, market, maintain, upgrade, repair, replace, and remove a system (including internal and external wiring, poles, conduits, molding, pipes, antennas, servers, switch equipment, software, central processing units and other facilities and equipment ("System")) for the delivery of cable television, entertainment, video, Internet access, and other services that may be delivered over the System to the Property, as more fully provided in the Residential Services Agreement between Grantor and Grantee with respect to the Property (the "Agreement"). During the term of the Agreement and this Easement, Grantee shall own, and Grantee shall have the exclusive right to access, control and operate, the System, and the System shall not be deemed to be affixed to or a fixture of the Property. Ownership and removal of the System after the expiration of the Agreement and this Easement shall be pursuant to the Agreement. Grantor will also provide reasonable space for Grantee's equipment.

Grantor reserves the right to grant other easements on the Property, but will not allow such other easements to cause unreasonable interference with the easement granted to Grantee herein.

Grantee will have and hold the easement, together with every right and appurtenance connected to it, for an initial term of 10 years and for so long thereafter as Grantee is providing services to the Property under the Agreement. When that period expires, this easement will terminate after an additional 90-day continuation period solely for the purpose of allowing Grantee to remove its System. Grantor, its successors and assigns hereby agree to warrant and forever defend the easement to Grantee--as well as its successors and assigns--against every person who claims any part of it.

This easement shall not amend, modify, terminate, release or discharge any party from its rights or obligations under any other written easement with respect to the Property. If Grantee currently has the right to serve the Property under any other written easement, then such other easement shall survive this easement and shall continue to bind the parties in accordance with its terms; provided, however, that in the event of any conflict between the terms of any such other easement and this easement during the term hereof, this easement shall control.

This easement and other rights granted to Grantee run with the title to the Property and are binding on Grantor and on all subsequent owners of the Property, as well as on others who may claim an interest in the Property.

2. **Memorandum of Agreement**

In addition to the rights granted above, the Agreement grants to Grantee certain exclusive rights to market and provide Multi-Channel Video Services and Internet Access Service and the right to provide Additional Services to Grantor and to residents of the Property.

[DATE, SIGNATURE, AND NOTARIZATION ON FOLLOWING PAGE]

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OR BK 12741 PG 0586

Dated: March 13, 2003

Courtney Palms Apartments, LLC.

By: [signature]
Title: VP, Treasurer + Sec

State of _____ )
County of _____ ) ss:

This instrument was acknowledged before me by John Schaffer as the VP + Sec of Court. Palms Apts, LLC on the 13th day of March 2003

Witness my hand and official seal.

[signature]
Notary Public (SEAL)

My commission expires: _____

BETH E. BUCHANAN
MY COMMISSION # DD 040201
EXPIRES November 9, 2005
Bonded Thru Notary Public Underwriters

OR BK 12213 PG 0608

Exhibit "A"
Legal Description

Legal Description: (Revised Courtney Palms Parcel)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 85°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 809.23 feet to the Point of Beginning; thence continue North 08°20'31" West, 241.89 feet; thence departing said Easterly right-of-way line, North 71°27'15" East, 437.34 feet to the beginning of a non-tangent curve; thence 39.93 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 06°10'59", and a chord of 39.91 feet which bears North 72°50'30" West to a point of reverse curvature; thence 49.64 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°28'49", and a chord of 49.58 feet which bears North 74°29'25" West to a point of tangency; thence North 79°13'50" West, 98.38 feet to a point of curvature; thence 77.03 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 14°42'40", and a chord of 76.82 feet which bears North 86°35'10" West to a point of tangency; thence South 86°03'31" West, 80.55 feet to a point of curvature; thence 17.87 feet along the arc of a curve to the left having a radius of 500.00 feet, an included angle of 02°02'52", and a chord of 17.87 feet which bears South 85°02'05" West to the beginning of a non-tangent line; thence South 50°42'35" West, 96.48 feet to a point of intersection with the aforementioned Easterly right-of-way line of U.S. Highway 301; thence along said Easterly right-of-way line, North 08°20'31" West, 108.18 feet; thence North 08°22'31" West, 11.82 feet; thence departing said Easterly right-of-way line, North 81°37'29" East, 61.89 feet to a point of curvature; thence 44.11 feet along the arc of a curve to the right having a radius of 570.00 feet, an included angle of 04°26'02", and a chord of 44.10 feet which bears North 83°50'30" East to a point of tangency; thence North 86°03'31" East, 80.55 feet to a point of curvature; thence 95.00 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 14°42'40", and a chord of 94.74 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 61.22 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 09°28'49", and a chord of 61.15 feet which bears South 74°29'25" East to a point of reverse curvature; thence 47.86 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°08'25", and a chord of 47.81 feet which bears South 74°19'13" East to a point of compound curvature; thence 133.04 feet along the arc of a curve to the left having a radius of 218.50 feet, an included angle of 34°53'08", and a chord of 130.99 feet which bears North 83°40'00" East to the end of said curve and the beginning of a non-tangent line; thence North 01°40'48" West, 564.08 feet; thence South 87°50'40" East, 20.44 feet; thence North 43°03'52" East, 88.43 feet; thence North 74°10'32" East, 128.55 feet; thence North 88°21'54" East, 98.74 feet; thence North 75°59'40" East, 259.17 feet; thence South 55°26'16" East, 164.45 feet; thence North 83°07'43" East, 113.58 feet; thence North 72°09'52" East, 82.37 feet; thence South 51°16'51" East, 167.10 feet; thence South, 374.02 feet; thence South 58°31'04" West, 46.89 feet; thence South 52°09'06" West, 135.69 feet; thence South 54°58'45" West, 269.01 feet; thence South 08°45'43" East, 225.94 feet to a point of intersection with the Northerly boundary of "Clair-Mel City, Unit No. 52", according to the plat thereof as recorded in Plat Book 37, Page 85, public records of Hillsborough County, Florida; thence along said Northerly boundary, South 81°28'15" West, 620.00 feet to the Northwesterly corner of the right-of-way of Calle Street as dedicated on said "Clair-Mel City, Unit No. 52"; thence along the Westerly right-of-way of said Calle Street, South 08°29'43" East, 100.02 feet to a point of curvature; thence 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet, an included angle of 89°59'21", and a chord of 35.35 feet which bears South 36°29'58" West to a point of intersection with the Northerly right-of-way line of Alambra Avenue as dedicated by plat of "Clair-Mel City, Unit No. 51", according to the plat thereof as recorded in Plat Book 36, Page 31, public records of Hillsborough County, Florida; thence along said Northerly right-of-way line of Alambra Avenue, South 81°28'15" West, 279.48 feet; thence departing said Northerly right-of-way line, North 08°20'31" West, 150.00 feet; and thence South 81°28'15" West, 290.40 feet to the Point of Beginning.

Tract contains 25.66 acres, more or less.



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This is a Certified Copy

# DEED OF CONSERVATION EASEMENT

(as part of a Mitigation Agreement)

THIS DEED OF CONSERVATION EASEMENT is given this _____ day of _____ 200_, by Courtney Palms Apartments, LLC 100 Colonial Center Pkwy, Suite 420 Lake Mary, FL 32746 (*name and address*) (Grantor) to the ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY (EPC), whose address is 1900 9th Avenue, Tampa, Florida 33605 (Grantee). As used herein, the term Grantor shall include any and all heirs, successors or assigns of the Grantor, and all subsequent owners of the Property (as hereinafter defined) and the term Grantee shall include any successor or assignee of Grantee.

## WITNESSETH

WHEREAS, the Grantor is the sole owner in fee simple of certain lands situated in Hillsborough County, Florida, more specifically described in Exhibit "A" attached hereto and incorporated herein (Property);

WHEREAS, Grantor desires to construct Courtney Palms Apartments Mitigation Area M-1 (Project) at a site in Hillsborough County, which is subject to the regulatory jurisdiction of the Environmental Protection Commission of Hillsborough County (EPC) pursuant to the Hillsborough County Environmental Protection Act, Chapter 84-446, Laws of Florida, as amended, and Chapter 1-11, Rules of the EPC;

WHEREAS, under the jurisdiction of the EPC Mitigation Agreement executed by the EPC Executive Director on _____ the EPC authorizes certain activities which affect wetlands in Hillsborough County;

WHEREAS, the authorization requires that the Grantor adequately protect the environmental benefits provided by the impacted wetland under the EPC's jurisdiction through wetland mitigation; and

WHEREAS, Grantor, pursuant to Chapter 1-11.08, Rules of the EPC, grants this conservation easement as a condition of the issuance of the Mitigation Agreement to offset or prevent adverse impacts to water quality and natural resources, including fish, wildlife, and wetland or other surface water functions.

NOW THEREFORE, in consideration of the above and the mutual covenants, terms, conditions and restrictions contained herein, together with other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, Grantor hereby voluntarily grants and conveys a perpetual conservation easement, as defined in Section 704.06, Florida Statutes, for and in favor of the Grantee upon the Property which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature and character of this conservation easement shall be as follows:

1. Purpose. The purpose of this conservation easement is to retain land or water areas in their natural, vegetative, hydrologic, scenic, open, agricultural or wooded condition and to retain such areas as suitable habitat for fish, plants or wildlife. Those wetland or upland areas included in the conservation easement which are to be mitigated pursuant to the Mitigation Agreement shall be retained in the mitigated conditions required by the Mitigation Agreement. Furthermore, during the term of the Mitigation Agreement, the Grantor shall be required to comply with all of the terms and conditions of the Mitigation Agreement pertaining to the Property, including any required monitoring or maintenance activities. However, upon the Grantee's issuance of a Certificate of Completion for the mitigation located on the Property, all of the Grantor's obligations under the Mitigation Agreement shall terminate and Grantor shall no longer be required to conduct any monitoring or maintenance of the Property.

2. Rights of Grantee. To carry out this purpose, the following rights are conveyed to Grantee by this easement:

a. The right to take action to preserve and protect the environmental value of the Property, as set forth in paragraph 2.c., below;

b. The right to enter upon and inspect the Property in a reasonable manner and at reasonable times, including the right to use vehicles and all necessary equipment to determine if Grantor or its successors and assigns are complying with the covenants and prohibitions contained in this conservation easement; and

c. The right to enforce this conservation easement by injunction or proceed at law or in equity to enforce the provisions of this conservation easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities hereinafter set forth, and the right to require Grantor to restore such areas or features of the Property that may be damaged by any Prohibited Uses.

3. Prohibited Uses. Any activity on or use of the Property inconsistent with the purpose of this conservation easement is prohibited. Without limiting the foregoing, the following activities and uses are expressly prohibited, except for restoration, creation, enhancement, maintenance, and monitoring activities authorized by the Mitigation Agreements:



This is a true copy of the original document

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removal or destruction of trees, shrubs, or other vegetation, including the removal, destruction, trimming or alteration of mangroves, except for any maintenance or removal of invasive exotic plant species;

d. Planting or seeding of plants that are outside its natural range or zone of dispersal and has or is able to form self-sustaining, expanding, and free-living populations in a natural community with which it has not previously associated;

e. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

f. Surface use except for purposes that permit the land or water area to remain in its natural condition;

g. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking and fencing;

h. Acts or uses detrimental to such aforementioned retention of land or water areas;

4. Reserved Rights. Grantor reserves all rights as owner of the Property, including the right to engage in uses of the Property that are not prohibited herein and which are not inconsistent with any EPC rule, permit and the intent and purposes of this conservation easement.

5. Public Access. No right of access by the general public to any portion of the Property is conveyed by this conservation easement.

6. Responsibilities of Parties. Grantor, its successors or assigns, shall take responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property. In addition Grantee its successors or assigns, shall have no responsibility for any costs or liabilities related to the operation, upkeep or maintenance of the Property.

7. Taxes. Grantor, its successors or assigns, shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Property, and shall furnish Grantee with satisfactory evidence of payment upon request

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8. Liability. Grantee, its successors or assigns, will assume all liability, up to the scope and limits provided in Florida Statutes §768.28, for any injury or damage to the person or property of third parties which may occur on the Property arising from the negligence of the Grantee, its successors or assigns. Neither Grantee, its successors or assigns, nor any person or entity claiming by or through Grantor, its successors or assigns, shall hold Grantor liable for any damage or injury to person or personal property which may occur on the Property, unless the damage or injury arose from the negligence of the Grantor or its assigns. Furthermore, the Grantee, its successors or assigns shall indemnify and hold harmless Grantor up to the scope and limits provided in Florida Statutes §768.28, for all liability, any injury or damage to the person or property of third parties caused by the negligence of the Grantee. Likewise, Grantor or its assigns, shall assume all liability for any injury or damage to the person or property of third parties which may occur on the Property arising from the negligence of the Grantor or its assigns. Furthermore, the Grantor or its assigns shall indemnify and hold harmless Grantee for all liability, any injury or damage to the person or property of third parties arising out of the negligence of the Grantor.

9. Hazardous Waste. Grantor covenants and represents that to the best of its knowledge prior to its acquisition of the Property and that since its acquisition of the Property, no hazardous substance or toxic waste exists nor has been generated, treated, stored, used, disposed of, or deposited in or on the Property, and that there are not now any underground storage tanks located on the Property.

10. Enforcement Discretion. Enforcement of the terms, provisions and restrictions of this conservation easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights.

11. Venue and Enforcement Costs. The terms and conditions of this Conservation Easement may be enforced by the Grantee by injunctive relief and other appropriate available remedies, and Grantor consents that venue for such enforcement actions shall lie exclusively in the circuit court of the Thirteenth Judicial Circuit, in Hillsborough County, Florida. If the Grantee prevails in an enforcement action, it shall be entitled to recover the cost of restoring the land to the natural vegetative and hydrologic condition existing at the time of execution of the conservation easement or to the vegetative and hydrologic condition required by the aforementioned Mitigation Agreement. These remedies are in addition to any other remedy, fine or penalty which may be applicable under Chapter 84-446, Laws of Florida.

12. Assignment of Rights. Grantee will hold this conservation easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this conservation easement except to another organization qualified to hold such interests under applicable state laws.

13. Recording in Land Records. Grantor shall record this conservation easement and any amendments hereto within thirty (30) days of execution of this easement in the



This Document Is Not Part Of The Official Record

Official Records of Hillsborough County, Florida. Grantor shall pay all recording costs and taxes necessary to record this conservation easement in the public records.

14. Successors. The covenants, terms, conditions and restrictions of this conservation easement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns and shall continue as a servitude running in perpetuity with the Property.

15. Notices. All notices, consents, approvals or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

16. Subsequent Deeds. Grantor shall insert the terms and restrictions of this conservation easement in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Property. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this conservation easement or limit its enforceability in any way.

17. Severability. If any provision of this conservation easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this conservation easement shall not be affected thereby, as long as the purpose of the conservation easement is preserved.

18. Alteration or Revocation. This conservation easement may be amended, altered, released or revoked only by modification of the Mitigation Agreements as necessary and written agreement between the parties hereto or their assigns or successors-in-interest, which shall be filed in the public records in Hillsborough County.

19. Controlling Law. The interpretation and performance of this conservation easement shall be governed by the laws of the State of Florida.

20. Rights of SWFWMD, ACOE and DEP. In the event the Southwest Florida Water Management District (SWFWMD), Army Corps of Engineers (ACOE) and / or the Department of Environmental Protection (DEP) require the same or a substantially similar mitigation for the referenced wetland impacts, the aforementioned agency shall have all the rights of Grantee to enforce the terms of this easement.

**TO HAVE AND TO HOLD** unto Grantee forever. The covenants, terms, conditions, restrictions and purpose imposed with this conservation easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Property.

Grantor hereby covenants with said Grantee that Grantor is lawfully seized of said Property in fee simple; that the Property is free and clear of all encumbrances that are



This document is a copy of the original

inconsistent with the terms of this conservation easement, and all mortgages have been joined or subordinated; that Grantor has good right and lawful authority to convey this conservation easement; and that it hereby fully warrants and defends the title to the conservation easement hereby conveyed against the lawful claims of all person whomsoever.

IN WITNESS WHEREOF, the Grantor has executed this Conservation Easement on the day and year first above written.

Signed, sealed and delivered
in our presence as witnesses:

(GRANTOR)

Print Witness Name: Sharon R. Twidwell
Date: 10/25/04

By:
Print Name: David G. McDaniel
Title: Managing Member

Print Witness Name: Mary E Shafer
Date: 10/25/04

**STATE OF FLORIDA**
**COUNTY OF** Seminole

The Grantor's signature(s) on the foregoing Conservation Easement was (were) acknowledged before me this 25 day of October, 2004, by David G. McDaniel (owners). He/she is personally known to me or has produced — as identification, and who stated under oath that he was the person who signed.

Notary Public

SHARON R. TWIDWELL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD047171
EXPIRES 08/02/2005
BONDED THRU 1-888-NOTARY1

Printed/Typed Name of Notary

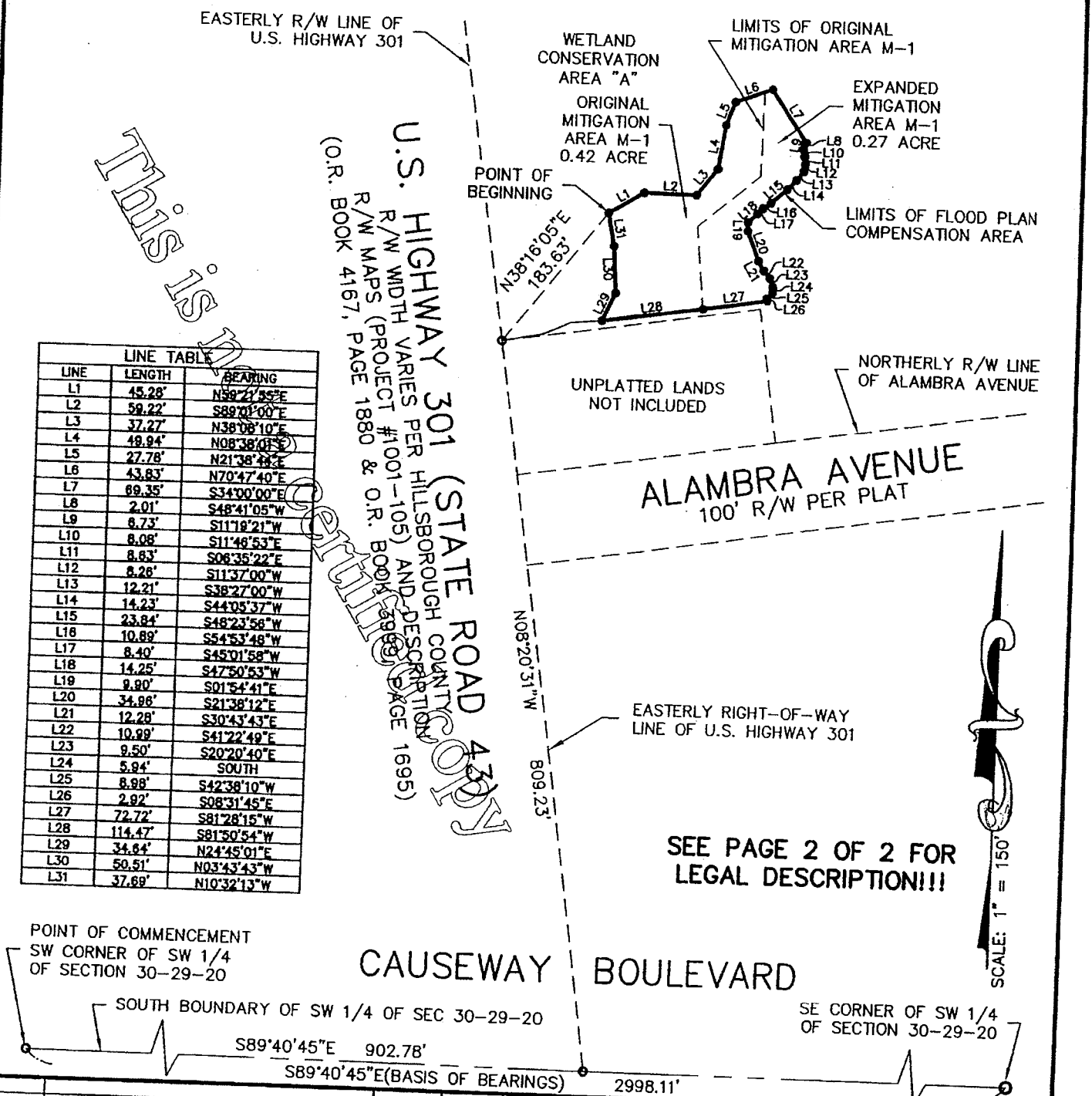
Commission No. DD047171
Commission Expires 8/2/05

Prepared by:
Richard T. Tschantz, Esq.
Environmental Protection Commission
1900 Ninth Avenue
Tampa, Florida 33605

Return to:
Environmental Protection Commission
Wetlands Management Division
3629 Queen Palm Drive
Tampa, Florida 33619-1309

This is not an official copy

# DESCRIPTION SKETCH




| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
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| L2 | 59.22' | S89°01'00"E |
| L3 | 37.27' | N38°08'10"E |
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| L8 | 2.01' | S48°41'05"W |
| L9 | 6.73' | S11°19'21"W |
| L10 | 8.08' | S11°46'53"E |
| L11 | 8.63' | S06°35'22"E |
| L12 | 8.26' | S11°37'00"W |
| L13 | 12.21' | S38°27'00"W |
| L14 | 14.23' | S44°05'37"W |
| L15 | 23.84' | S48°23'56"W |
| L16 | 10.89' | S54°53'48"W |
| L17 | 8.40' | S45°01'58"W |
| L18 | 14.25' | S47°50'53"W |
| L19 | 9.90' | S01°54'41"E |
| L20 | 34.96' | S21°38'12"E |
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| L22 | 10.99' | S41°22'49"E |
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| L27 | 72.72' | S81°28'15"W |
| L28 | 114.47' | S81°50'54"W |
| L29 | 34.64' | N24°45'01"E |
| L30 | 50.51' | N03°43'43"W |
| L31 | 37.69' | N10°32'13"W |

This is not a certified copy

| Date | Description of Work | Party Chief | Drawn by | Checked by |
|---|---|---|---|---|
| 10-25-04 | DESCRIPTION AND SKETCH | -- | JHK | WCS |

THIS SURVEY NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL

CERTIFIED TO:

COURTNEY PALMS APARTMENTS, LLC

## SURVEYOR'S CERTIFICATE

This certifies that a sketch of the above described property was made under my supervision and that the drawing is a true and accurate representation thereof and meets the minimum technical standards for surveys set forth by the Florida Board of Land Surveyor's pursuant to Section 472.027 Florida State Statutes.

Walter C. Sherrill Jr. 10/26/04

WALTER C. SHERRILL, JR., P.S.M. No. 4803

BROOKS AND AMADEN, INC.
civil engineering • land surveying
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510
P: 813-653-1125 • F: 813-653-1679 • www.brooks-amaden.com
State of Florida, D.B.P.R. Certificate of Auth. #5221

Project No.: 880-01 | Date: 10-25-04

Section 30 Township 29 S Range 20 E



Book14493/Page572

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This is not a legal document

October 25, 2004

Legal Description: (Wetland Mitigation Area M-1)

A tract of land being a portion of the Southwest ¼ of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest ¼ of said Section 30; run thence South 89°40'45" East (basis of bearings), along the South boundary of said Southwest ¼, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 809.23 feet; thence departing said Easterly right-of-way line, North 38°16'05" East, 183.63 feet to the Point of Beginning; thence North 59°21'55" East, 45.28 feet; thence South 89°01'00" East, 59.22 feet; thence North 38°08'10" East, 37.27 feet; thence North 08°38'01" East, 49.94 feet; thence North 21°38'44" East, 27.78 feet; thence North 70°47'40" East, 43.83 feet; thence South 34°00'00" East, 69.35 feet; thence South 48°41'05" West, 2.01 feet; thence South 11°19'21" West, 6.73 feet; thence South 11°46'53" East, 8.08 feet; thence South 06°35'22" East, 8.63 feet; thence South 11°37'00" West, 8.26 feet; thence South 38°27'00" West, 12.21 feet; thence South 44°05'37" West, 14.23 feet; thence South 48°23'56" West, 23.84 feet; thence South 54°53'48" West, 10.89 feet; thence South 45°01'58" West, 8.40 feet; thence South 47°50'53" West, 14.25 feet; thence South 01°54'41" East, 9.90 feet; thence South 21°38'12" East, 34.96 feet; thence South 30°43'43" East, 12.28 feet; thence South 41°22'49" East, 10.99 feet; thence South 20°20'40" East, 9.50 feet; thence South, 5.94 feet; thence South 42°38'10" West, 8.98 feet; thence South 08°31'45" East, 2.92 feet; thence South 81°28'15" West, 72.72 feet; thence South 81°50'54" West, 114.47 feet; thence North 24°45'01" East, 34.64 feet; thence North 03°43'43" West, 50.51 feet; and thence North 10°32'13" West, 37.69 feet to the Point of Beginning.

Tract contains 0.69 acres, more or less.

Prepared by:
*Brooks and Amaden, Inc.*
*205 Ridgewood Avenue*
*Brandon, FL 33510*
*813-653-1125*
*Walter C. Sherrill, Jr., PSM*
*Survey Manager*

P:\880-01-06\Wpdocs\88001Mitigation-Lgl.rtf



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7H

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Pgs 0574 - 579; (6pgs)
RECORDED 12/14/2004 10:20:54 AM
CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK B King

This is a true and correct copy

# APPROVAL AND MITIGATION AGREEMENT

This agreement is made and entered into by the Executive director of the Environmental Protection Commission of Hillsborough County (EPC) pursuant to Chapter 84-446, Laws of Florida, as amended and the EPC Wetland Rule Chapter 1-11, and Courtney Palms Apartments, LLC, (Applicant) owner of the following described property (location of mitigation area (s) and/or Conservation Easement; include description, address, folio, section, township, range): **Located in the N1/2 of the NE1/4 of the SW 1/4 of the SW1/4 of Section 30, Township 29S, Range 20E, Hillsborough County**

And in consideration of the Executive Director's authorization to develop or impact the wetland (s) located on (location of area (s) to be developed or impacted; include description, address, folio, section, township, range): **Located in the N1/2 of the NE1/4 of the SW 1/4 of the SW1/4 of Section 30, Township 29S, Range 20E, Hillsborough County**

as described in Courtney Palms Apartmensts Revised Mitigation Plan (Project Name), 09-20-2004 (Date), Applicant agrees to the following conditions:

(a) to perform or construct the wetland mitigation on property identified first above according to the specifications of the approved plan (Plan), identified as Revised Mitigation Plan dated 9-20-2004 (plan name including the date received by the EPC) and kept on file with the EPC;

(b) to perform the monitoring as required and any corrections or modifications to the mitigation in order to achieve the success specifications agreed upon in the Plan;

(c) to notify in writing the Director of the Wetlands Management Division of the exact start and completion dates for approved disturbances and for the construction of mitigation areas;

(d) to give actual notice of this Mitigation Agreement and any Conservation Easement to any purchaser of the mitigation area and/or area of the Conservation Easement;

(e) to specifically retain the right to complete the terms of this Mitigation Agreement in the event of sale of the mitigation area, or to otherwise provide for the satisfactory completion of the terms of the Plan pursuant to this Mitigation Agreement, unless the agreement is assigned to and assumed by another party and specifically agreed to by written agreement acceptable to the Executive Director;

(f) to provide public notice of the EPC's interest in the mitigation area at the Applicant's own expense, by **(i)** executing and recording a Conservation Easement over any mitigation area(s) totaling 0.5 acres or greater to the EPC, and **(ii)** recording this Mitigation Agreement, and by **(iii)** ~~appropriate notation on the plat or plan~~ (please indicate which methods of public notice will be used by crossing out those not applicable) and;

√ Wetlands 3629 Queen Palm Drive
Corporate Signature
Form Date: 12/03

(g) pursuant to Section 1-11.07, Rules of EPC, owner agrees to provide prior to commencing the proposed impact of this project, a Irrevocable Standby Letter of Credit or equivalent financial security for the implementation term of the Plan, in the amount of $ 32,644.70 , to ensure compliance with this agreement and the Plan.

(h) In addition, this Agreement hereby expressly incorporates, and the Applicant agrees to the conditions set forth in, the EPC's letter dated 10/17/02 conceptually approving the proposed impacts.

This Approval and Mitigation Agreement shall supersede the existing Approval and Mitigation Agreement recorded in O.R. Book 12536 page 978 of the Hillsborough County Pulbic Records.

In recognition that the proposed impact to the wetland is necessary for the reasonable use of the Applicant's property, and in consideration of the agreement to complete the mitigation according to the specifications of the Plan and as agreed above, the Executive Director has determined that the proposed Plan would provide adequate protection of the environmental benefits, pursuant to Section 1-11.07, Rules of the EPC, and hereby gives authorization to the Applicant to impact the wetland as proposed, conditioned upon the specifications of that proposal and this agreement.

It is agreed that **THIS AUTHORIZATION WILL EXPIRE ON** Not applicable ; however, if any impact to the wetland identified above has occurred prior to that time pursuant to this authorization, the Plan shall be implemented in its entirety. Failure to comply with the terms of this agreement or to implement the Plan according to its specifications shall be a violation of Chapter 84-446, Laws of Florida and is enforceable accordingly, as well as by action on the contract. This Agreement shall take effect upon the date of execution by the Executive Director and shall constitute final agency action by the EPC. The terms and conditions set forth in this Agreement / Order may be enforced in a court of competent jurisdiction as a final order of the agency.

The Applicant shall allow all authorized representatives of the EPC access on the property at reasonable times for purposes of determining compliance with this Agreement and the rules of EPC.

Entry into this Agreement does not relieve the Applicant of the need to comply with any applicable federal, state, and local laws, regulations, and ordinances. The entry of this Agreement does not abrogate the rights of aggrieved persons who are not parties to this Agreement. It is recommended that the Applicant publish at its own expense the following notice of this agency action in a newspaper of daily circulation in Hillsborough County, Florida so as to provide constructive notice to potentially aggrieved parties:

ENVIRONMENTAL PROTECTION COMMISSION OF HILLSBOROUGH COUNTY
NOTICE OF MITIGATION AGREEMENT

The Environmental Protection Commission of Hillsborough County gives notice of agency action of entering into a Mitigation Agreement with Courtney Palms Apartments, LLC pursuant to Chapter 84-446, Laws of Florida, as amended. The Mitigation Agreement addresses approval for wetland impacts located at [describe location of the development or property] US301 north of Causeway Boulevard . The Mitigation Agreement is available for public inspection during normal business hours, 8:00am to 5:00pm., Monday through Friday, except legal



Corporate Signature
Form Date: 12/03

This is a true copy of the original document

holidays, at the Environmental Protection Commission, 3629 Queen Palm Drive, Tampa, Florida, 33619. Pursuant to Section 9, Chapter 84-446, Laws of Florida, and Rule 1-2.30, Rules of the EPC, any person whose interests protected by Chapter 84-446, Laws of Florida, are adversely affected by this action or are otherwise aggrieved by this action, has the right to appeal this agreement in accordance with Part III of Rule 1-2, Rules of the EPC. Written notice of appeal must be received by the Chairperson of the EPC, at 601 East Kennedy Blvd., Tampa, Florida 33602, within 20 days of the date of this publication.

No modifications of the terms of this Agreement shall be effective until reduced to writing and executed by both the Applicant and the EPC. The parties to the Agreement have read the foregoing, understand its terms and agree to be bound thereto. The provisions of this Agreement shall apply to and be binding upon the parties, successors and assigns. The Applicant waives its right to a hearing, judicial review, or appeal of the terms of the Agreement / Order, except to the extent of proving compliance with this Agreement / Order.

10-25-04
**DATE**

David G McDaniel

Print: David G. McDaniel
Applicant/Agent Signature & Title
(If by agent, Power of Attorney required)
Managing member

Mailing Address
100 Colonial Center Pkwy (Corporate Seal)
Suite 470
Lake Mary, FL 32746

State of Florida

County of Seminole

The signature on the foregoing instrument was acknowledged be me this 10/25/04 (date) by David G. McDaniel (name of officer or agent, title of officer or agent), of Courtney Palms Apartments LLC (name of corporation), a Florida (state or place of incorporation) corporation, on behalf of the corporation. He/she is personally known to me or produced _____ (type of ID) as identification, and who did not take an oath.

Sharon R Twidwell (Notary's Signature)

Sharon R Twidwell (Notary's Name - typed, printed or stamped)

Notary Public (Title or rank)

DD047171 (Serial number, if any)

8/2/05 (Date Commission Expires)

*(Notary Seal)*

SHARON R. TWIDWELL
NOTARY PUBLIC · STATE OF FLORIDA
COMMISSION # DD047171
EXPIRES 08/02/2005
BONDED THRU 1-888-NOTARY1

11-22-04
**DATED**

Richard D Garrity

**RICHARD D. GARRITY, Ph.D., Executive Director**
Environmental Protection Commission
of Hillsborough County
1900 Ninth Avenue
Tampa, Florida 33605



Corporate Signature
Form Date: 12/03

This is a certified copy

## NOTICE OF RIGHTS

Pursuant to Section 9, Chapter 84-446, Laws of Florida, and Rule 1-2.32, Rules of the EPC, any person whose interests protected by Chapter 84-446, Laws of Florida, are adversely affected by this action or are otherwise aggrieved by this action, has the right to appeal this agreement. **Written notice of appeal must be received by the Chairperson of the EPC, at 601 East Kennedy Blvd., Tampa, Florida 33602, within 20 days of receipt of this agreement** and must state specifically what part of the action or decision is appealed and must specifically set forth the reasons for your objection. A copy of the notice of appeal must also go to the EPC's Legal Department, Environmental Protection Commission of Hillsborough County, 1900 Ninth Ave., Tampa, Florida 33605.

**FAILURE TO FILE A TIMELY APPEAL SHALL CONSTITUTE A WAIVER OF ALL OBJECTIONS AND SHALL RESULT IN THIS DOCUMENT BECOMING A FINAL AGENCY ORDER ENFORCABLE IN A COURT OF LAW.**

This Order is final unless the party timely files a petition for a formal hearing or informal proceeding, pursuant to Chapter 1-2, Part III, Rules of the EPC. This Order will constitute a full and final adjudication of the matters set forth in this agreement. Copies of EPC rules referenced in this Agreement may be examined at any EPC office, be found on the internet site for the agency at http://www.epchc.org/ or may be obtained by written request to the EPC Legal Department at 1900 Ninth Ave., Tampa, Florida 33605.

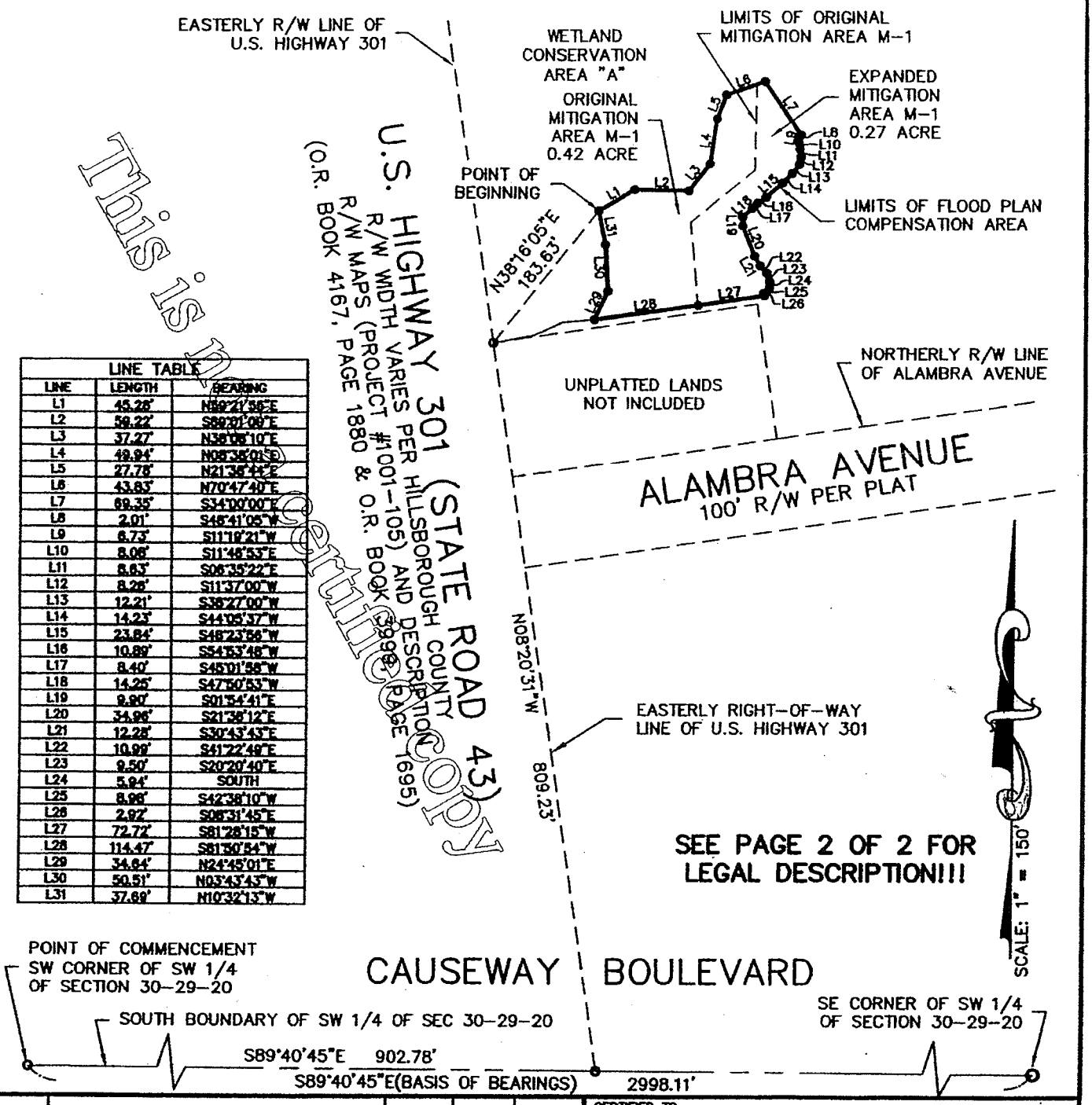
Prepared by: T. Andrew Zedrow, Esq.
Return to: Environmental Protection Commission
1410 N. 21st Street
Tampa, Florida, 33605
Attn: Michael Thompson

This is a true and correct copy



Corporate Signature
Form Date: 12/03

# DESCRIPTION SKETCH




| LINE TABLE | | |
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| Date | Description of Work | Party Chief | Drawn by | Checked by |
|---|---|---|---|---|
| 10-25-04 | DESCRIPTION AND SKETCH | — | JHK | WCS |

THIS SURVEY NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL

CERTIFIED TO:

COURTNEY PALMS APARTMENTS, LLC

## SURVEYOR'S CERTIFICATE

This certifies that a sketch of the above described property was made under my supervision and that the drawing is a true and accurate representation thereof and meets the minimum technical standards for surveys set forth by the Florida Board of Land Surveyor's pursuant to Section 472.027 Florida State Statutes.

Walter C. Sherrill Jr. 10/26/04

WALTER C. SHERRILL, JR., P.S.M. No. 4803


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State of Florida, D.B.P.R. Certificate of Auth. #5221


Project No.: 880-01 | Date: 10-25-04

Section 30 Township 29 S Range 20 E

PATH: P:\880-01-06\Dwg\Survey\880001Desc-Sketch.dwg, PLOT DATE: 10-25-04

BROOKS AND AMADEN, INC.
civil engineering · land surveying

This is a true copy of the original document

October 25, 2004

Legal Description: (Wetland Mitigation Area M-1)

A tract of land being a portion of the Southwest ¼ of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest ¼ of said Section 30; run thence South 89°40'45" East (basis of bearings), along the South boundary of said Southwest ¼, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 809.23 feet; thence departing said Easterly right-of-way line, North 38°16'05" East, 183.63 feet to the Point of Beginning; thence North 59°21'35" East, 45.28 feet; thence South 89°01'00" East, 59.22 feet; thence North 38°08'10" East, 37.27 feet; thence North 08°38'01" East, 49.94 feet; thence North 21°38'44" East, 27.78 feet; thence North 70°47'40" East, 43.83 feet; thence South 34°00'00" East, 69.35 feet; thence South 48°41'05" West, 2.01 feet; thence South 11°19'21" West, 6.73 feet; thence South 11°46'53" East, 8.08 feet; thence South 06°35'22" East, 8.63 feet; thence South 11°37'00" West, 8.26 feet; thence South 38°27'00" West, 12.21 feet; thence South 44°05'37" West, 14.23 feet; thence South 48°23'56" West, 23.84 feet; thence South 54°53'48" West, 10.89 feet; thence South 45°01'58" West, 8.40 feet; thence South 47°50'53" West, 14.25 feet; thence South 01°54'41" East, 9.90 feet; thence South 21°38'12" East, 34.96 feet; thence South 30°43'43" East, 12.28 feet; thence South 41°22'49" East, 10.99 feet; thence South 20°20'40" East, 9.50 feet; thence South, 5.94 feet; thence South 42°38'10" West, 8.98 feet; thence South 08°31'45" East, 2.92 feet; thence South 81°28'15" West, 72.72 feet; thence South 81°50'54" West, 114.47 feet; thence North 24°45'01" East, 34.64 feet; thence North 03°43'43" West, 50.51 feet; and thence North 10°32'13" West, 37.69 feet to the Point of Beginning.

Tract contains 0.69 acres, more or less.

Prepared by:
*Brooks and Amaden, Inc.*
*205 Ridgewood Avenue*
*Brandon, FL 33510*
*813-653-1125*
*Walter C. Sherrill, Jr., PSM*
*Survey Manager*



205 RIDGEWOOD AVENUE · BRANDON, FL 33510 · P: 813.653.1125 · F: 813.653.1679 · www.brooks-amaden.com

RECEIVED MAR 1 3 2003

Internal Agmt # 129

# FLORIDA WATER SERVICES CORPORATION
# DEVELOPER AGREEMENT

FWS Project # 2150

Florida Water Services Corporation (UTILITY) and Courtney Palms Apartments, LLC (DEVELOPER) agree as follows:

1. DEVELOPER desires to make water and wastewater service available to the property known as the Courtney Palms Apartments (Property) described on Exhibit A attached hereto and incorporated by reference herein for the benefit in perpetuity of DEVELOPER, its successors, administrators and assigns.

2. UTILITY agrees to make water and wastewater service available to the Property for the benefit of DEVELOPER, its successors, administrators, and assigns, subject to the terms and conditions as set forth below.

3. The obligations incurred by DEVELOPER as a result of this agreement shall constitute an encumbrance on the Property. This Agreement is made subordinate to mortgage liens on the Property and property which may follow, except that such subordination is only to subordinate UTILITY's interest to the mortgage lien and in no way waives or releases UTILITY's rights arising from this Agreement.

4. The Contribution-In-Aid-of-Construction (CIAC) required by UTILITY to provide water and wastewater service is estimated to be $117,573.88. A breakdown of the CIAC estimate is provided in Exhibit B. This amount must be paid to UTILITY, upon execution of this agreement or as stipulated Section 7, and before water and wastewater service is provided. Additional charges, such as meter installation, tap and Allowance for Funds Prudently Invested (AFPI), shall be paid at time of connection, or as otherwise provided in UTILITY's tariff.

5. The estimated CIAC of $117,573.88 is further based upon an charge of $750.00 plan and specification review as well as inspection efforts related to the construction of facilities described in Section 8. UTILITY reserves the right to modify construction design that may become necessary to accommodate field conditions, without the consent of the DEVELOPER.

6. The estimated CIAC of $117,573.88 is further based upon an estimate of $500.00 administrative and legal fees and $50.00 for recording fees associated with this agreement.

7. In the event DEVELOPER does not close on the purchase of the subject property to be developed, by January 15, 2003, UTILITY shall refund the aforementioned CIAC charges, less the administrative, legal and recording fees, which total $1,300.00 and deem this Agreement null and void, provided that all FDEP permits have been rescinded and confirmation of same is received by UTILITY.

8. DEVELOPER will install at its expense, in accordance with UTILITY-approved plans, the necessary water and wastewater main extension to serve 105.18 and 183.31 Equivalent Residential Connections (ERCs), respectively, for Courtney Palms Apartments and connect the entire system to UTILITY's existing water and wastewater system. Plans and specifications will be designed, produced and submitted by a Florida registered professional engineer to the UTILITY for review and approval in accordance with the UTILITY's specifications and standards. Acceptance of the DEVELOPER's completed water and wastewater system extension will be subject to review and approval by UTILITY. As a condition precedent to acceptance of the completed water and wastewater system extension by UTILITY and prior to receiving service, the items listed in Exhibit C shall be submitted and accepted by the UTILITY. Acceptance will not unreasonably be withheld.. Once accepted, UTILITY will be responsible for all subsequent maintenance of the water and wastewater system extension not related to warrantees.

9. UTILITY reserves the right and the DEVELOPER agrees to allow the UTILITY to inspect and/or test the on-site water distribution and wastewater collection systems prior to rendering service and from time to time thereafter, but UTILITY assumes no responsibility for the system. Any identified deficiencies shall be corrected by DEVELOPER immediately.

10. DEVELOPER shall be responsible for assuring that all work is done in accordance with applicable rules and regulations including, but not limited to, those promulgated by EPA, FDEP and OSHA; and the presence of a UTILITY representative on the construction site shall in no way transfer responsibility to UTILITY for any actions of the DEVELOPER, his employees and/or his contractors.

11. Backflow prevention is required for the on-site water service. DEVELOPER agrees to install backflow prevention devices as deemed necessary by the UTILITY to protect the water supply.

12. UTILITY accepts only domestic wastewater to its wastewater collection system. At this time the DEVELOPER has no facilities requiring pretreatment; however, the UTILITY reserves the right to require the DEVELOPER, successors or assigns to install pretreatment devices should they be required in the future. UTILITY reserves the right to inspect DEVELOPER's devices, if any, prior to rendering wastewater service and from time to time thereafter but assumes no responsibility for DEVELOPER's devices.

13. Subject to the DEVELOPER's compliance with the terms and conditions of this agreement and the UTILITY's tariff, the UTILITY hereby agrees to allocate and reserve 36,812 gpd of water service capacity and 36,662 gpd of wastewater service capacity to the DEVELOPER for use by the DEVELOPER with its improvements to Courtney Palms Apartments. If the actual average daily water and/or wastewater consumption over any consecutive six-month period, as determined by UTILITY, should exceed the above reserved capacity an additional charge based on the prevailing CIAC will be due and payable to Utility upon 30 days written notice. Any such water and wastewater service which is not connected or used by the DEVELOPER within five (5) years from the date of execution of this Agreement shall revert back to the UTILITY, and in such an event, the UTILITY shall not be obligated to refund these charges paid by the DEVELOPER.

14. The providing of water and wastewater service is subject to prevailing rates, fees, and charges of UTILITY, as set forth in UTILITY's approved tariff. These rates, fees and charges are subject to change as approved by the appropriate governmental authority. The DEVELOPER agrees to comply with all Rules and Regulations of UTILITY as set forth in the tariff. These Rules and Regulations are subject to change as approved by the appropriate governmental authority and are available upon request.

15. DEVELOPER shall provide written notice to UTILITY, at least 72 hours prior to start of construction, that construction of contributed facilities or a connection to the UTILITY's existing system is about to commence. UTILITY shall not be required to accept contributed facilities which were constructed without prior notification. If the DEVELOPER fails to give said written notice, the UTILITY may require DEVELOPER to uncover and expose said connections or contributed facilities for inspection, at the sole cost of DEVELOPER or the UTILITY may disconnect DEVELOPER installations from the UTILITY's system at the DEVELOPER's expense.

16. Except as expressly provided herein, the DEVELOPER agrees not to assign or transfer all or any portion of this Agreement. The allocation of water and wastewater service capacity granted to DEVELOPER may be assigned or transferred if and only if: a) the developer has obtained the prior written consent of the UTILITY to such an assignment, sale or disposition; or b) the assignment is in direct connection with a bona fide sale of the DEVELOPER's property or a portion thereof to which the water and wastewater service capacity reserve relates, and the UTILITY is notified in writing of such an assignment; and c) the assignee pays all of the UTILITY's legal and administrative costs incurred in connection with such assignment and assumes all of the duties and obligations of the assignor under this Agreement. The UTILITY shall have the right to assign or transfer this Agreement or the rights and responsibilities contained herein to any properly authorized commission, authority, corporation, or other public or private person, firm or entity without the consent of the DEVELOPER.

17. It is estimated that the above noted UTILITY services can be made available within approximately 30 days after UTILITY acceptance of the above mentioned contributed facilities. Such time period is subject to change for inclement weather, strikes, acts of God, material shortage, acts of government and other delaying conditions beyond the control or responsibility of UTILITY.

18. The parties agree that the following mutual protections are included in this Agreement:
    a. This document is the entire agreement between the parties and supercedes all previous agreements between the parties;
    b. Amendments to and waivers of the provisions contained in this Agreement may be made only by the parties in writing by formal amendment;
    c. This Agreement is subject to the laws of the State of Florida and the DEVELOPER agrees to pay for recording this document;
    d. This Agreement is intended to benefit only the parties who sign it and their authorized assigns and does not create any rights for other persons or entities;
    e. The UTILITY has the exclusive right to provide water and wastewater service to the Property; and,
    f. This Agreement is binding on both parties and each has the power and authority to bind themselves by signing below.

THE REST OF THIS PAGE IS LEFT INTENTIONALLY BLANK

Internal Agmt # 129

(Corporate Seal)

Attest: _____
Secretary
Printed Name: John Schaffer
Address: 100 Colonial Center Parkway, Suite 470
Lake Mary, Florida 32746

Signed, Sealed, and Delivered in the Presence of:
1. _____
Printed Name: William Shallcross Jr.
2. _____
Printed Name: Christina Larson

In Witness, **Courtney Palms Apartments, LLC.** has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this26th day o December A.D. 2002.

By: _____

Title: Vice-President

Printed Name: David G. McDaniel

Printed Address: 100 Colonial Center Parkway, Suite 470
Lake Mary, Florida 32746

State of Florida, County of Seminole
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared David G. McDaniel and John Schaffer well known to me to be the Vice President and Secretary respectively of the limited liability company named as Customer in the foregoing agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said limited liability company and that the seal affixed thereto is the true corporate seal of said limited liability company.

Witness my hand and official seal in the County and State last aforesaid this26th day of December A.D. 2002.

_____
Notary Public

SHARON R. TWIDWELL
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD041171
EXPIRES 08/02/2006
BONDED THRU 1-888-NOTARY1

(Corporate Seal)

Attest: _____
Assistant Secretary
Printed Name: Kirk D. Martin
Printed Address: P.O. Box 609520
Orlando, FL 32860-9520

Signed, Sealed, and Delivered in the Presence of:
1. _____
Printed Name: Brenda Mazarek
2. _____
Printed Name: Wendy Thompson

In Witness, **FLORIDA WATER SERVICES CORPORATION** has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, this 7 day of February A.D. 2003.

By: _____

Title: Vice President, Customer Services

Printed Name Tony Isaacs

Printed Address: P.O. Box 609520, Orlando Florida 32860-9520

State of Florida County of Orange
I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Kirk D. Martin and Tony Isaacs well known to me to be the Assistant Secretary and Vice President, Customer Services respectively of the corporation named as UTILITY in the foregoing agreement, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 7th day of February A.D. 2003.

Rachel L Cowing
My Commission DD098330
Expires February 28, 2006

_____
Notary Public

BROOKS AND AMADEN, INC.
205 RIDGEWOOD AVENUE • BRANDON, FLORIDA 33510 • TELEPHONE (813) 653-1125
P.O. BOX 1129 • BRANDON, FLORIDA 33509-1129 • FAX (813) 653-1679
www.brooks-amaden.com

FWS proj # 2150
Exhibits A-1 & A2

~~EXHIBIT "B"~~

July 11, 2002

Legal Description: (Courtney Palms Parcel)

A tract of land being a portion of the Southwest 1/4 of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest 1/4 of said Section 30; run thence South 89°40'45" East, along the South boundary of said Southwest 1/4, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 809.23 feet to the Point of Beginning; thence continue North 08°20'31" West, 470.26 feet; thence North 08°22'31" West, 11.82 feet, thence departing said Easterly right-of-way line, North 81°37'29" East, 61.89 feet to a point of curvature; thence 44.11 feet along the arc of a curve to the right having a radius of 570.00 feet, an included angle of 04°26'02", and a chord of 44.10 feet which bears North 83°50'30" East to a point of tangency; thence North 86°03'31" East, 80.55 feet to a point of curvature; thence 95.00 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 14°42'40", and a chord of 94.74 feet which bears South 86°35'10" East to a point of tangency; thence South 79°13'50" East, 98.38 feet to a point of curvature; thence 61.22 feet along the arc of a curve to the right having a radius of 370.00 feet, an included angle of 09°28'49", and a chord of 61.15 feet which bears South 74°29'25" East to a point of reverse curvature; thence 47.86 feet along the arc of a curve to the left having a radius of 300.00 feet, an included angle of 09°08'25", and a chord of 47.81 feet which bears South 74°19'13" East to a point of compound curvature; thence 133.04 feet along the arc of a curve to the left having a radius of 218.50 feet, an included angle of 34°53'08", and a chord of 130.99 feet which bears North 83°40'00" East to the end of said curve and the beginning of a non-tangent line; thence North 01°40'48" West, 564.08 feet; thence South 87°50'40" East, 20.44 feet; thence North 43°03'52" East, 88.43 feet; thence North 74°10'32" East, 128.55 feet; thence North 88°21'34" East, 98.74 feet; thence North 75°59'40" East, 259.17 feet; thence South 55°26'16" East, 164.45 feet; thence North 89°07'43" East, 113.58 feet; thence North 72°09'52" East, 82.37 feet; thence South 51°16'51" East, 167.10 feet; thence South, 374.02 feet; thence South 58°31'04" West, 46.89 feet; thence South 52°09'06" West, 135.69 feet; thence South 54°58'45" West, 269.01 feet; thence South 08°45'43" East, 225.94 feet to a point of intersection with the Northerly boundary of "Clair-Mel City, Unit No. 52", according to the plat thereof as recorded in Plat Book 37, Page 85, public records of Hillsborough County, Florida; thence along said Northerly boundary, South 81°28'15" West, 620.00 feet to the Northwesterly corner of the right-of-way of Calle Street as dedicated on said "Clair-Mel City, Unit No. 52"; thence along the Westerly right-of-way of said Calle Street, South 08°29'43" East, 100.02 feet to a point of curvature; thence 39.27 feet along the arc of a curve to the right having a radius of 25.00 feet, an included angle of 89°59'21", and a chord of 35.35 feet which bears South 36°29'58" West to a point of intersection with the Northerly right-of-way line of

A-2

Alambra Avenue as dedicated by plat of "Clair-Mel City, Unit No. 51", according to the plat thereof as recorded in Plat Book 36, Page 31, public records of Hillsborough County, Florida, thence along said Northerly right-of-way line of Alambra Avenue, South 81°28'15" West, 279.48 feet; thence departing said Northerly right-of-way line, North 08°20'31" West, 150.00 feet; and thence South 81°28'15" West, 290.40 feet to the Point of Beginning.

Tract contains 26.66 acres, more or less.

*Prepared by:*
*Brooks and Amaden, Inc.*
*205 Ridgewood Avenue*
*Brandon, FL 33510*
*813-653-1125*
*Walter C. Sherrill, Jr., PSM*
*Survey Manager*
*Revised: 08 22 02 for Easement Agreement*

Exhibit B

CALCULATION OF CONTRIBUTION IN AID OF CONSTRUCTION

Project Name: Courtney Palms Apartments | Plant Name: Seaboard
FWS Project # 2150 | Date of Calculation 12/18/2002

| | Gallons Per Day | WATER | WASTEWATER | OTHER |
|---|---|---|---|---|
| A. Plant Capacity: | | | | |
| Water Demand (GPD) | 36,812 | $36,075.75 | | |
| Wastewater Demand (GPD) | 36,662 | | $80,198.13 | |
| B. Main Extension: | | | | |
| Water Demand (GPD) | N/A | $0.00 | | |
| Wastewater Demand (GPD) | N/A | | $0.00 | |
| C. Miscellaneous Fees | | | | |
| Engineering Review and Inspection | | | | $750.00 |
| Administrative and Legal | | | | $500.00 |
| Recording Fees | | | | $50.00 |
| D. Prepaid CIAC | | $0.00 | $0.00 | $0.00 |
| TOTAL CIAC ..... | | $36,075.75 | $80,198.13 | $1,300.00 |
| | | TOTAL DUE | | $117,573.88 |

. Fees due at time of connection

- Meter Installation Charge - See Exhibit B-1
- Backflow Prevention Charge - See Exhibit B-1
- Administrative Charge - $15.00 per account
- Deposits - See Exhibit B-1

Exhibit B-1

STANDARD CHARGES SHEET

| | | | |
|---|---|---|---|
| Project Name: | Courtney Palms Apartments | Plant Name: | Seaboard |
| FWS Project #: | 2150 | Date of Calculation: | 12/18/2002 |

## WATER

### Service Installation Charge

| | | | |
|---|---|---|---|
| 5/8" X 3/4" Meter: | $ 371.00 | 1 1/2" Meter: | $ 1,853.00 |
| 3/4" Meter: | $ 371.00 | 2" Meter: | Actual Cost |
| 1" Meter: | $ 926.00 | Greater than 2" Meter: | Actual Cost |

### Meter Installation Charge

| | | | |
|---|---|---|---|
| 5/8" X 3/4" Meter: | $ - | 1 1/2" Meter: | $ - |
| 3/4" Meter: | $ - | 2" Meter: | $ - |
| 1" Meter: | $ - | Greater than 2" Meter: | Actual Cost |

### Deposits

| | | | |
|---|---|---|---|
| 5/8" X 3/4" Meter: | $ 65.00 | 3" Meter: | $ 390.00 |
| 3/4" Meter: | $ 130.00 | 4" Meter: | $ 455.00 |
| 1" Meter: | $ 195.00 | 6" Meter: | $ 520.00 |
| 1 1/2" Meter: | $ 260.00 | 8" Meter: | $ 585.00 |
| 2" Meter: | $ 325.00 | | |

## /ASTEWATER

### Deposits

| | | | |
|---|---|---|---|
| 5/8" X 3/4" Meter: | $ 65.00 | 3" Meter: | $ 390.00 |
| 3/4" Meter: | $ 130.00 | 4" Meter: | $ 455.00 |
| 1" Meter: | $ 195.00 | 6" Meter: | $ 520.00 |
| 1 1/2" Meter: | $ 260.00 | 8" Meter: | $ 585.00 |
| 2" Meter: | $ 325.00 | | |

## Exhibit C

### Documents Required Prior to Utility Acceptance of Developer Addition

1. Easements dedicated to Florida Water Services (Recorded with the County)

2. Final plat on disk/CD in AutoCAD Release 14 minimum, 2000 or 2000i.

3. Electronic "Record" or "As-Built" drawings on disk/CD in AutoCAD Release 14 minimum, 2000 or 2000i and three (3) sets of hard copy record drawings

4. Contractor's Letter of Warranty for a one year period after Utility Acceptance (Signed and sealed by PE or Notarized)

5. Contractor's Waiver and Release of Lien (Recorded with County)

6. Engineer's Letter of Certification (Signed and sealed by Engineer)

7. Copies of all tests required by the Florida Department of Environmental Protection or governing State or local Health Department as well as any other tests deemed necessary by the UTILITY to ensure conformance with UTILITY standards and specifications

8. Applications for certification of completion required by the Florida Department of Environmental Protection or governing State or local Health Department

9. Bill of Sale for Water and Wastewater contributed property with accurate cost records establishing the construction cost of the completed additions (a copy of related construction contracts duly certified by a Notary of the State of Florida as true and correct copies of the originals required).

HP LaserJet 3100
Printer/Fax/Copier/Scanner

SEND CONFIRMATION REPORT for
ContraVest
407 333 3749
Apr-8-03 3:29PM

| Job | Start Time | Usage | Phone Number or ID | Type | Pages | Mode | Status |
|---|---|---|---|---|---|---|---|
| 480 | 4/ 8 3:25PM | 3'41" | RightFax | Send..... | 10/10 | EC144 | Completed..... |

Total 3'41" Pages Sent: 10 Pages Printed: 0

RECEIVED MAR 1 3 2003

Internal Agrnt # 129

# FLORIDA WATER SERVICES CORPORATION
# DEVELOPER AGREEMENT

FWS Project # 2150

Florida Water Services Corporation (UTILITY) and Courtney Palms Apartments, LLC (DEVELOPER) agree as follows:

1. DEVELOPER desires to make water and wastewater service available to the property known as the Courtney Palms Apartments (Property) described on Exhibit A attached hereto and incorporated by reference herein for the benefit in perpetuity of DEVELOPER, its successors, administrators and assigns.

2. UTILITY agrees to make water and wastewater service available to the Property for the benefit of DEVELOPER, its successors, administrators, and assigns, subject to the terms and conditions as set forth below.

3. The obligations incurred by DEVELOPER as a result of this agreement shall constitute an encumbrance on the Property. This Agreement is made subordinate to mortgage liens on the Property and property which may follow, except that such subordination is only to subordinate UTILITY's interest to the mortgage lien and in no way waives or releases UTILITY's rights arising from this Agreement.

4. The Contribution-In-Aid-of-Construction (CIAC) required by UTILITY to provide water and wastewater service is estimated to be $117,573.88. A breakdown of the CIAC estimate is provided in Exhibit B. This amount must be paid to UTILITY, upon execution of this agreement or as stipulated Section 7, and before water and wastewater service is provided. Additional charges, such as meter installation, tap and Allowance for Funds Prudently Invested (AFPI), shall be paid at time of connection, or as otherwise provided in UTILITY's tariff.

5. The estimated CIAC of $117,573.88 is further based upon an charge of $750.00 plan and specification review as well as inspection efforts related to the construction of facilities described in Section 8. UTILITY reserves the right to modify construction design that may become necessary to accommodate field conditions, without the consent of the DEVELOPER.

7J

INSTR # 2005038753
O BK 14634 PG 0543
Pgs 0543 - 546; (4pgs)
RECORDED 01/28/2005 10:13:15 AM
CLERK OF COURT
HILLSBOROUGH COUNTY
DOC TAX PD(F.S.201.02) 0.70
DEPUTY CLERK Y Roche

Project:2004-193-U
Courtney Palms Pump Sta Ut. E.
Parcel: 900.1
Folio# 071965.0400
Sec.30, Twp. 29, Rg.20

This is not a certified copy

# PERPETUAL UTILITY EASEMENT

THIS EASEMENT made this 23 day of Nov., A.D. 2004, by and between **COURTNEY PALMS APARTMENTS, LLC**, a Florida limited liability company ("Grantor"), and the COUNTY OF HILLSBOROUGH, a political subdivision of the State of Florida, whose post office address is P.O. Box 1110, Tampa, Florida 33601 ("Grantee").

WITNESSETH: That the Grantor, for and in consideration of the sum of One Dollar and other valuable considerations, paid receipt of which is hereby acknowledged, does grant unto the Grantee, its successors and assigns, a PERPETUAL UTILITY EASEMENT and the right of ingress and egress over, across, on, above and/or below ground level of lands of the Grantor, in Hillsborough County, Florida, described as follows:

LANDS DESCRIBED IN SCHEDULE "A" CONSISTING OF 1 PAGE ATTACHED HERETO AND MADE A PART HEREOF (the "Property")

SKETCHES ATTACHED FOR ILLUSTRATIVE PURPOSES ONLY

TO HAVE AND TO HOLD the same unto the Grantee, its successors and assigns, and the Grantor will defend the title to said lands against all persons claiming by, through or under said Grantor.

APPROVED
Board of County Commissioners
Pursuant to Delegated Authority
Date 12-31-2004
Real Estate Department

RETURN TO: REAL ESTATE DEPARTMENT

ORLDOCS 10279416 1

(4.)

IN WITNESS WHEREOF the Grantor has caused these presents to be duly executed as of the date first above written.

Signed, Sealed and Delivered

Print Name: Beth E. Buckman

Print Name: Bonnie McAllister

**COURTNEY PALMS APARTMENTS, LLC,** a Florida limited liability company

By: Courtney Palms Development, Inc., a Florida corporation, as Managing Member

By: _____
Name: David G. McDaniel
Title: Managing Member

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Hernando

The foregoing instrument was acknowledged before me this 23 day of Nov, 2004, by David McDaniel, as Managing Member of **Courtney Palms Development, Inc.**, a Florida corporation, as Managing Member of **Courtney Palms Apartments, LLC**, a Florida limited liability company, on behalf of the company. He is personally known to me ✓ or has produced _____ as identification.

Notary Public
Print Name: Suzanne W. Kirchens
Serial No.: CC972462
My Commission Expires: 1-16-05

This is a true certified copy

ORLDOCS 10279416 1

This is not a certified copy

**SCHEDULE "A"**

August 10, 2004

Legal Description: (Pump Station Parcel/Perpetual Utility Easement)

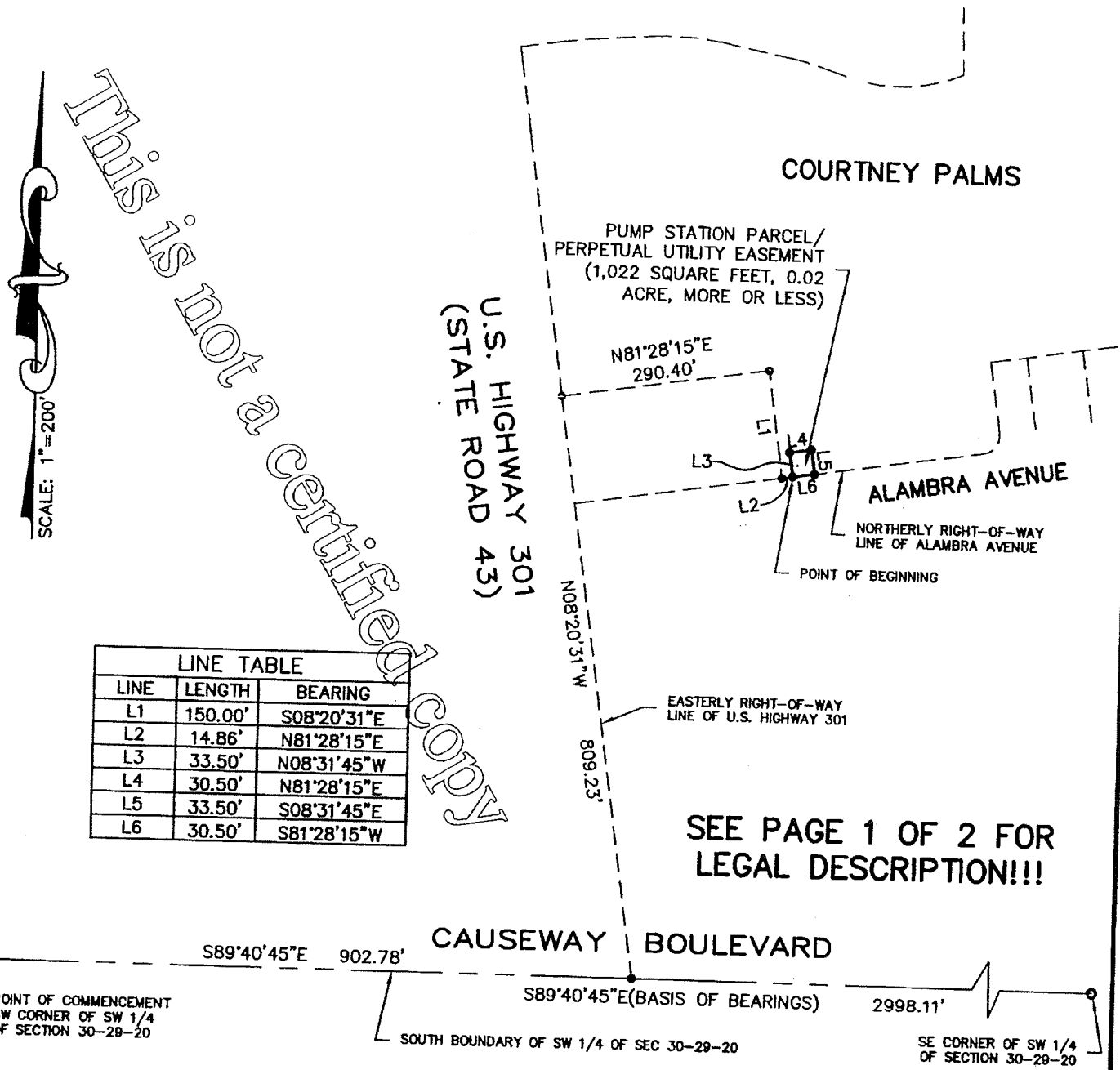
A tract of land being a portion of the Southwest ¼ of Section 30, Township 29 South, Range 20 East, Hillsborough County, Florida, being more particularly described as follows:

Commence at the Southwest corner of the Southwest ¼ of said Section 30; run thence South 89°40'45" East (basis of bearings), along the South boundary of said Southwest ¼, 902.78 feet to a point of intersection with the Easterly right-of-way line of U.S. Highway No. 301 (State Road No. 43); thence along said Easterly right-of-way line, North 08°20'31" West, 809.23 feet; thence departing said Easterly right-of-way line, North 81°28'15" East, 290.40 feet; thence South 08°20'31" East, 150.00 feet to a point of intersection with the Northerly right-of-way line of Alambra Avenue; thence along said Northerly right-of-way line, North 81°28'15" East, 14.86 feet to the Point of Beginning; thence departing said right-of-way line, North 08°31'45" West, 33.50 feet; thence North 81°28'15" East, 30.50 feet; thence South 08°31'45" East, 33.50 feet to a point of intersection with the aforementioned Northerly right-of-way line of Alambra Avenue; and thence along said right-of-way line, South 81°28'15" West, 30.50 feet to the Point of Beginning.

Tract contains 1,022 square feet (0.02 acre), more or less.

***Prepared by:***
***Brooks and Amaden, Inc.***
***205 Ridgewood Avenue***
***Brandon, FL 33510***
***813-653-1125***
***Walter C. Sherrill, Jr., PSM***
***Survey Manager***

# PUMP STATION PARCEL / PERPETUAL UTILITY EASEMENT DESCRIPTION AND SKETCH




| LINE TABLE | | |
|---|---|---|
| LINE | LENGTH | BEARING |
| L1 | 150.00' | S08°20'31"E |
| L2 | 14.86' | N81°28'15"E |
| L3 | 33.50' | N08°31'45"W |
| L4 | 30.50' | N81°28'15"E |
| L5 | 33.50' | S08°31'45"E |
| L6 | 30.50' | S81°28'15"W |

| Date | Description of Work | Party Chief | Drawn by | Checked by |
|---|---|---|---|---|
| 8-10-04 | DESCRIPTION AND SKETCH | — | ROW | WCS |

THIS SURVEY NOT VALID UNLESS IMPRINTED WITH AN EMBOSSED SURVEYOR'S SEAL

**SURVEYOR'S CERTIFICATE**

This certifies that a sketch of the above described property was made under my supervision and that the drawing is a true and accurate representation thereof and meets the minimum technical standards for surveys set forth by the Florida Board of Land Surveyor's pursuant to Section 472.027 Florida State Statutes.

Walter C. Sherrill Jr. 8/10/04

WALTER C. SHERRILL, JR., P.S.M. No. 4803

CERTIFIED TO:

CONTRAVEST, INC., A FLORIDA CORPORATION


BROOKS AND AMADEN, INC.
205 RIDGEWOOD AVENUE · BRANDON, FLORIDA 33510
TELEPHONE (813) 653-1125 · FAX (813) 653-1679
WWW.BROOKS-AMADEN.COM
Civil and Environmental Engineering · Land Surveying and Planning
State of Florida, D.B.P.R. Certificate of Auth. # 5221


Project No.: 880-01 Date: 8-10-04

Section 30 Township 29 S Range 20 E

PATH: P:\880-01-08\Dwg\Survey\88001Desc-PS-Parcel.dwg, PLOT DATE: 8-10-04

7K

**UTILITY BILLING AGREEMENT**
**August 29, 2003**

| | | | |
|---|---|---|---|
| **Contract Between:** | **ContraVest**<br>**D/b/a Courtney Palms Apartments**<br>**10003 Courtney Palms Blvd.**<br>**Tampa, FL 33619** | **And:** | **American Utility Management, Inc.**<br>**4415 W. Harrison, Suite 503**<br>**Hillside, Illinois 60162** |

1. American Utility Management, Inc. will provide monthly billing and collection service for each apartment unit located at the following Property:

   Courtney Palms Apartments
   10003 Courtney Palms Blvd.
   Tampa, FL 33619

   Total Apartment Units: 354

2. TERMS:
   Courtney Palms Apartments agrees to pay the following charges:

   i) MONTHLY ADMINISTRATIVE CHARGES:

   A. STANDARD BILL & COLLECT SERVICE: for water/sewer and trash: $2.95*

   * Per unit billed and rate shall be adjusted automatically to reflect changes in first class postal rate for the U.S.P.S.

   B. OPTIONAL ADDITIONAL UTILITIES BILLED: a line item for an additional variable utility will be included on each unit's statement as they become eligible for billing.

   LINE ITEM CHARGE for _____ BILLING: $1.00 per unit billed for this cost

   LINE ITEM CHARGE for _____ BILLING: $1.00 per unit billed for this cost

   LINE ITEM CHARGE for _____ BILLING: $1.00 per unit billed for this cost

   ii) ADDITIONAL CHARGES as follows:

   A. ONE-TIME program Set-up Charge equal to the greater of $895.00 or $3.95 times the total number of apartment units.

   ONE-TIME SET-UP CHARGE: DOES NOT APPLY

   B. Move-out statements at a rate of $2.95 per statement.

   C. If a manually read meter system is used, monthly meter read charge equal to $0.50 per unit.

3. PAYMENT:

A. AUM will collect, record, and process incoming resident payments.

B. Maintain and update payment records for each resident.

C. Record and apply Late Fees as warranted.
   1. Late Fees to be $5.00
   2. Half of Late Fees Collected will be remitted to property

D. OPTIONAL: Generate and mail Resident Late Notices.
   1. Resident Late Notices to be mailed approximately fifteen days after payment due date
   2. Resident Late Notices to be generated for outstanding balances of $10.00 or more
   3. Resident Late Notices to be mailed direct to resident mailing address
   4. Property account to be charged $2.50 per notice

   __ ACCEPT __ DECLINE

   (On Demand Late Notices are available at AUM's web site at no additional charge)

E. Record and apply NSF Charges as warranted.
   1. NSF Charges equal to $25.00 per item returned will be charged to resident
   2. NSF Charges shall be applied after 2 unsuccessful attempts to deposit a payment
   3. Collected NSF Charges will be credited to the property's account

F. One-time only $10.00 Account Activation Charge (AAC) will be charged to property and billed to new and first-time renewing residents.

G. AUM will make an electronic deposit to the property's designated account once each month no more than 3 business days after closing collection period. The amount of the deposit will be calculated as follows:

$$BF - MC = PP$$

where,

BF = Balance of Funds collected between the close of collections in the previous period and the close of current period collections, including regular resident payments, Late Fees collected, AAC's collected and NSF Charges collected.

MC = Monthly Charges due American Utility Management, Inc. per this agreement, including Monthly Administrative Charges, 50% of Late Fees collected, AAC's, $25.00per NSF item, and any Additional Charges due.

PP = Property Payment made electronically each month to the designated account.

H. AUM will provide a monthly Account Statement with each deposit or check.

I. Monthly Administrative Charge is subject to CPI (Consumer Price Index) increases and is exclusive of all current and future applicable state/federal taxes. After the initial term of the contract expires, the Monthly Administrative Charge will be increased by the aggregate trailing twelve month CPI, as published by the Department of Labor. Any increase to the then current Monthly Administrative Charge will be accomplished by written notice to owner at least thirty days prior to expiration. AUM agrees not to increase Monthly Administrative Charge until the original term of the contract has expired.

CONTRACTUAL RESPONSIBILITIES

*Owner or Owner's Agent will:*

4. Provide all information necessary to establish billing program.

5. Provide weekly Activity Reports using either an electronic data file, an on-site property report, or manually on a template. This report will describe resident activity (move-ins / move-outs, renewals, and unit transfers) in the previous week, delineating billable from non-billable residents, and will serve to update the existing rent roll.

6. Forward copies of all Water and Sewer bills as they are received.

7. Hold AUM harmless for billing delays or omissions caused by the failure of Courtney Palms Apartments to provide the above-mentioned data in a timely and legible manner, or for the failure of Courtney Palms Apartments to provide AUM with all pertinent utility account numbers. AUM reserves the right to temporarily suspend billing in any current period for which all resident activity is not received, or for which resident activity is not legible. AUM will immediately notify Customer in writing via email or facsimile of said circumstances. If customer provides either new data or written permission to continue with billing less new data, AUM will proceed with current period billing.

8. Prior to first bills being sent out each property is required to complete the Utility Billing Program Summary sheet for each property AUM to bill (Rider B).

*American Utility Management, Inc. will:*

9. Provide timely monthly billing services. Billing statements will be issued and mailed to arrive between the 5th and 10th of each month, or as close to those dates as possible. Resident payments will be due 21-days from date of statement issuance each month. Late notices to be generated and mailed approximately 15-days after payment due date.

10. Provide initial training of site and selected management personnel. Every effort will be made to conduct said training before program commences. Training will include, but not be limited to, implementation strategies, program requirements, common resident questions, and information on further support available.

11. Provide accurate monthly billing reports within 10 business days of billing.

12. Provide Arrears Reports on or about the 10th of every month.

13. Customer Support Contact:

American Utility Management, Inc.
4415 W. Harrison, Suite 503
Hillside, IL 60162
(708) 449-3680 / fax (708) 449-3681

*Other Considerations*

14. TERM: This agreement shall remain in effect for a period of 2 years commencing on the date American Utility Management, Inc. first performs services pursuant to the contract and will automatically renew for 1 year increments unless Courtney Palms Apartments notifies American Utility Management, Inc. in writing at least 30-days prior to the expiration date of the agreement. At any time during this agreement, so long as the property is not in default of its obligations, the owner or owner's agent, at its sole discretion, may terminate this agreement with 30-days written notice.

15. DEFAULT: In the event the property is in default of its obligation under this contract, American Utility Management, Inc. shall be entitled to terminate its services and to collect an amount equal to $2,500.00. American Utility Management, Inc. shall also have the right to recover all reasonable collection costs resulting from said default.

16. ASSIGNMENT and SUCCESSION: Customer may assign this Agreement. The Customer shall notify AUM in writing if this Agreement is assigned or the Property is sold/transferred at least 30-days prior to sale/transfer. If Customer sells/transfers the Property and transferee does not assume this Agreement at the time of the closing of the transfer, all outstanding amounts owed AUM by Customer shall become immediately due and payable. If customer fails to notify AUM that the Agreement has been assigned, or that the Property has been sold/transferred, the Agreement shall remain in force until such time as it is terminated per the terms outlined in Item 15. AUM may assign this Agreement, without obtaining permission from Customer, only to a comparable entity or any company under the AUM group. For all other assignments, AUM must obtain prior written permission from Customer.

17. SEVERABILITY: If any provision of this agreement shall be declared invalid or unenforceable, the remainder of the agreement shall continue in full force and effect.

18. GOVERNING LAW: This agreement and any and all rights, obligations, and remedies hereunder shall be construed under the Laws of the State of Illinois.

19. RIGHT to AUDIT: Upon 30-days written notice of intent, customer reserves the right to audit accounting records pertaining to their accounts. Any discrepancies will be remedied in 30-days.

20. PAYMENT: All payments due AUM should be sent to:
American Utility Management
Accounts Payable Dept.
4415 W. Harrison Street, Suite 503
Hillside, IL 60162

The terms and conditions of this agreement are accepted and agreed upon by the parties signed below.

ContraVest
d/b/a Courtney Palms Apartments
10003 Courtney Palms Blvd.
Tampa, FL 33619

Allison Murrell
Signature

Allison Murrell
Name (Please Print)

Regional Property Mgr.
Title

10-2-03
Dated

American Utility Management, Inc.
4415 W. Harrison, Suite 503
Hillside, IL 60162

Signature

Falise Platt

Its: Executive Vice President & General Counsel

Dated

AUM

# American Utility Management
## Utility Billing Program Summary (Rider B)

| | |
|---|---|
| Management Company: | ContraVest |
| Property Name: (as appears on bill) | Courtney Palms Apartments |
| Address: | 10003 Courtney Palms Blvd. |
| | Tampa, FL 33619 |
| Telephone: | 813 626 1656 |

Lease addendum will start being used by property 10/15/03 (Date)

Resident activity will be reported to AUM via: ? Weekly fax from property

? Electronic data transfer from corporate

| | | |
|---|---|---|
| Billing Frequency: | [ x ] Monthly | [ ] Quarterly [ ] Other |
| Billing Method: | METERED | |
| Allocation Type: | Actual usage | |

| Billable Line Items: | UTILITY (check all that apply) | TO WHOM N | R | M | LEGEND |
|---|---|---|---|---|---|
| | Water | X | X | X | N = New Residents |
| | Wastewater (Sewer) | X | X | X | R = Renewing Res. |
| | Trash | X | X | X | M = Month-to-Months |
| | Electric | | | | |
| | Gas | | | | |
| | HVAC | | | | |
| | Other | | | | |

| Type of Charge | Applicable Group | Amount | Passed to Resident Y | N | Amount |
|---|---|---|---|---|---|
| Monthly Administration: | New Residents | $ 2.95 | x | | 2.95 |
| | Renewing Residents | $ 2.95 | x | | 2.95 |
| | Month-to-Months | $ 2.95 | x | | 2.95 |
| Account Activation: | New Residents | $ 10.00 | x | | 10.00 |
| | Renewing Residents | $ DNA | | | DNA |
| | Month-to-Months | $ DNA | | | DNA |
| Late Charges: | All Residents | $ 5.00 | x | | 5.00 |
| NSF Charges | All Residents | $ 25.00 | x | | 25.00 |

W. Camero
Signature

10/3/03
Date

Printed on 08/29/03



American Utility Management, Inc.

ATTACHMENT 8

# A. CONVERSION INSPECTION REPORT

***AKDORUK, SHATHER AND ASSOCIATES, INC.***

***ENGINEERS - ARCHITECTS - PLANNERS***
***CONSTRUCTION MANAGERS - ENVIRONMENTAL CONSULTANTS***
***3950 N.W. 167TH STREET***
***MIAMI, FLORIDA 33054***
***TEL.: 305 624-1555***
***FAX: 305 624-8383***

***Engineers Certificate CA0006468*** ***Architects Certificate AA0002296***


March 2, 2005

Mr. Gary Burman
Courtney Palms Acquisition, LLC
3250 Mary Street, Suite 303
Miami, FL 33133 Tel: 305-446-8111

RE: Property Condition / Estimated Replacement Cost / Converter Reserve Accounts
Courtney Palms Apartments
10003 Courtney Palms Boulevard, Tampa, Fl. 33619

Dear Mr. Burman:

Pursuant to your request, Akdoruk, Shather and Associates, Inc. (ASA) presents this engineering inspection report for the above referenced project. This report reflects the condition of the property to be owned by Courtney Palms Acquisition, LLC in compliance with the Florida Condominium Act, Chapters 718.616 and 718.618 Florida Statutes.

As a routine matter, and to avoid any misunderstanding, nothing in this report should be construed directly or indirectly as a guarantee by the undersigned for any portion of the property. To the best of our knowledge and ability, this report represents a realistic appraisal of only the present conditions of the property as covered hereunder based upon careful evaluation of observed conditions to the extent reasonably possible.

Sincerely,

Yilmaz M. Akdoruk, President
Florida P.E. # 7174

Alex Shather, MSCE
Project Manager



TO:15619983736 P.1

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APPENDICES

Appendix "A" Wood Destroying Organism Inspection Report

## CERTIFICATION

- The reported observations and conclusions are limited only by the reported assumptions and limiting conditions, and represent Akdoruk, Shather and Associates' unbiased and professional analysis, opinions and conclusions.

- Akdoruk, Shather & Associates, Inc. its officers, directors, and employees have no present or contemplated interest in the subject property. Our employment and compensation for preparing this report are not contingent upon our observations or conclusions.

- The Courtney Palms Condominiums property (Site) 10003 Courtney Palms Boulevard, Tampa, Florida 33619, was visited by ASA's personnel on January 4 and 5, 2005.

- To the best of our knowledge, the statements of fact contained herein, on which we based our observations, opinions and conclusions, are true and correct.

- All information in this report from third parties was obtained from sources deemed to be reliable; however, Akdoruk, Shather & Associates, Inc. does not represent or warrant the accuracy of this information.

## SCOPE OF WORK

The scope of the work carried out during this assignment included but was not limited to the following:

- Review available design drawings.
- Review Site Survey
- Visual site inspection of the project.
- Assembly of the inspection report, conclusions and final recommendations.

No physical or destructive testing or analysis were performed for this report.

## Condominium General Description

The subject property is irregular in shape and encompasses approximately 25.6 acres of land area. The site is improved with Twenty (20) apartment buildings, Eleven (11) auto garage buildings, a Club House with pool, a maintenance structure and Two trash compactor enclosures.

The on-site buildings are constructed of post-tension reinforced concrete slabs on grade with monolithic foundation, wood framed walls, and prefabricated wood truss floor and roof structures. The exterior walls are covered with oriented strand wood board sheathing (OSB), wire lath and a combination of synthetic stucco and cast stone veneer. The roofs are covered with oriented strand wood boards, 15 # asphaltic felt paper and dimensional architectural shingles. Portions of the Club house are constructed with masonry concrete units and steel roof girders.

The Eleven (11) stand alone garage buildings are divided into 4 - 4 car, 1 - 10 car and 6 - 6 car (one with Handicap Accessibility). The single story Club House building encompasses 11,146 square feet and is divided into a sales office, a business center, an exercise gym, a basketball court and a racquetball court. The residential buildings are equipped with fire protection systems while the Club house and garage buildings are unsprinkled.

Site features include Four (4) lakes with central water fountains, asphalt parking and driveways, concrete walkways and landscaping. Site utilities include potable water and municipal sanitary sewers, storm drainage system, electricity, cable TV, lake fed irrigation system and one well for the lakes. See Appendix "A" for site location, legal description and copies of the surveys.

According to the Project Development Agreement with Hillsborough County, portions of the property abut wetlands reserve areas that are to be maintained by the Developer and subsequently by the Condominium Association. Reportedly, the project was completed in May 2004. Copies of the Certificates of Use & Occupancy are included in Appendix "B". The following table summarizes the characteristics of the buildings and the condominium units:

| Bldg. No. | Gross Bldg. Area | Unit Type & No. of Each Type | Unit Area (SF) | Bldg Area as a Percentage of Total Buildings Area (%) | Unit Share of the Common Areas (%) |
|---|---|---|---|---|---|
| 1 | 31,662 | C.1 = 12<br>E = 12 | 1,035<br>1,234 | 7.320 | 0.299<br>0.357 |
| 2 | 40,077 | A.1 = 24<br>E = 12 | 730<br>1,234 | 9.265 | 0.211<br>0.357 |
| 3 | 28,446 | B = 12<br>D = 12 | 841<br>1,055 | 6.576 | 0.243<br>0.305 |
| 4 | 43,847 | B.1 = 4<br>C.1 = 24<br>D = 8 | 856<br>1,035<br>1,055 | 10.136 | 0.247<br>0.299<br>0.305 |

| Bldg. No. | Gross Bldg. Area | Unit Type & No. of Each Type | Unit Area (SF) | Bldg Area as a Percentage of Total Buildings Area (%) | Unit Share of the Common Areas (%) |
|---|---|---|---|---|---|
| 5 | 43,847 | B.1 = 4<br>C.1 = 24<br>D = 8 | 856<br>1,035<br>1,055 | 10.136 | 0.247<br>0.299<br>0.305 |
| 6 | 27,116 | A.1 = 12<br>B.1 = 4<br>E = 8 | 730<br>856<br>1,234 | 6.269 | 0.211<br>0.247<br>0.357 |
| 7 | 28,446 | B = 12<br>D = 12 | 841<br>1,055 | 6.576 | 0.243<br>0.305 |
| 8 | 43,847 | B.1 = 4<br>C.1 = 24<br>D = 8 | 856<br>1,035<br>1,055 | 10.136 | 0.247<br>0.299<br>0.305 |
| 9 | 43,847 | B.1 = 4<br>C.1 = 24<br>D = 8 | 856<br>1,035<br>1,055 | 10.136 | 0.247<br>0.299<br>0.305 |
| 10 | 43,847 | B.1 = 4<br>C.1 = 24<br>D = 8 | 856<br>1,035<br>1,055 | 10.136 | 0.247<br>0.299<br>0.305 |
| 11 | 28,446 | B = 12<br>D = 12 | 841<br>1,055 | 6.576 | 0.243<br>0.305 |
| 12 | 3,238 | A.3 = 2 | 699 | 0.749 | 0.202 |
| 13 | 3,238 | A.3 = 2 | 699 | 0.749 | 0.202 |
| 14 | 3,238 | A.3 = 2 | 699 | 0.749 | 0.202 |
| 15 | 3,238 | A.3 = 2 | 699 | 0.749 | 0.202 |
| 16 | 3,238 | A.3 = 2 | 699 | 0.749 | 0.202 |
| 17 | 3,238 | A.3 = 2 | 699 | 0.749 | 0.202 |
| 18 | 3,238 | A.3 = 2 | 699 | 0.749 | 0.202 |
| 19 | 3,238 | A.3 = 2 | 699 | 0.749 | 0.202 |
| 20 | 3,238 | A.3 = 2 | 699 | 0.749 | 0.202 |
| Club House | 11,146 | | | | |
| Garage 1 | 1,512 | | | | |
| Garage 2 | 1,005 | | | | |
| Garage 3 | 1,512 | | | | |
| Garage 4 | 1,005 | | | | |
| Garage 5 | 1,005 | | | | |

| Bldg. No. | Gross Bldg. Area | Unit Type & No. of Each Type | Unit Area (SF) | Bldg Area as a Percentage of Total Buildings Area (%) | Unit Share of the Common Areas (%) |
|---|---|---|---|---|---|
| Garage 6 | 2,554 | | | | |
| Garage 7 | 1,005 | | | | |
| Garage 8 | 1,726 | | | | |
| Garage 9 | 1,512 | | | | |
| Garage 10 | 1,512 | | | | |
| Garage 11 | 1,512 | | | | |
| M. Shed | 400 | | | | |
| | | A.1 = 36<br>A.3 = 18<br>B = 36<br>B.1 = 24<br>C.1 = 132<br>D = 76<br>E = 32 | 26,280<br>12,582<br>30,276<br>20,544<br>136,620<br>80,180<br>39,488 | | 7.596<br>3.637<br>8.751<br>5.938<br>39.502<br>23.175<br>11.414 |
| Total | 459,976 | 354 | 345,970 | 100 | 100 |

## 1. Roofs

The roof moisture barrier is composed of architectural asphaltic shingles over 15# felt plys. The design drawings call for a 25 year manufacturer's warranty. Although maintenance reported that minor leaks in the vicinity of flashing were recently corrected, overall the roofing appeared to be in good condition with no evidence of water leaks inside the units.

## 2. Structures

No evidence of structural damage or deformations was identified within the load bearing components. However, the following items were identified and corrected:

a. The slab on grade within the center breezeway at Building No. 9 exhibited evidence of cracking and particularly at the entrances to Apartments 102 and 104. This cracking is attributed to the initial settlement and shrinkage of the concrete. The cracks were to be cleaned and sealed to prevent moisture intrusion.

b. At several locations and particularly along the rear of Garage G-5 (northwest corner of site), the ends of the concrete slab's post-tension tendons were visible and

exhibited surface corrosion. The entire project was inspected and all exposed tendon ends were sealed with non-shrink mortar.

c. A Wood-Destroying Organism Inspection Report per Florida Statutes Section 482.226 was conducted on 2/15/2005 by Prevail Pest Control (Licensee No. 53011). No evidence of wood-destroying organisms or live activity was identified. See Appendix "A" for the Wood Destroying Organism Inspection Report.

d. Minor delamination of the decorative cast stone was observed. This condition was corrected.

## 3. Fire Proofing and Fire Protection Systems

The interior of the units is fully fire protected with a wet automatic sprinkler system. The residential buildings' breezeways and the Club House are protected with fire alarm systems consisting of pull stations, horns and strobes (Buildings 12 through 20 are not provided with a fire alarm). A smoke detector is located within the fire alarm closet at each building. The individual fire alarm system in each building is connected to the sprinkler system with tamper and flow switches. The fire protection systems were fitted with current inspection certificates and all systems appeared to be in good condition and operating normally.

Also, the dwelling units are separated from each other with 5/8" Type - X Fire rated gypsum boards, and all penetrations are fire caulked or safed with fire stop.

## 4. Elevators

No elevators are provided at this Condominium.

## 5. Heating and Cooling Systems

The units are provided with individual split air-cooled systems consisting of exterior condensing units and interior air handlers. The systems appeared to be in good condition and operating normally.

The only common area heating and cooling systems are provided at the Club House. The system consists of Two 2-Ton, One 3-Ton, Two 4-Ton and One 5-Ton split air cooled units. All units were inspected and were found in good condition and operating normally.

## 6. Plumbing

Potable water and sanitary sewers are provided to the site by the Hillsborough County Utilities. The water mains are of ductile iron pipe while the gravity sewer mains are of PVC construction. The gravity sewer mains discharge to a lift station located at the southwest corner of the project along Alambra Avenue.

Waste lines within the units consist of PVC piping. Water piping is CPVC. The units were submetered for water with the meters located above the hot water heaters. Each of the units is equipped with a 30-gallon electric hot water heater, a washer and a dryer.

The plumbing system appeared to be in good condition, and no evidence of water leaks, blocking or foul odors was identified.

## 7. Electrical System

Electricity is provided to the buildings underground through pad mounted transformers. Each building's switch gear consists of a NEMA 3R (weatherproof) single phase main disconnect (200, 700, 800 and 1,000 Amp/2P for various sized buildings) feeding 125 Amp, 240 V meter sockets with 2-Pole 100 Amp branch circuits that feed 100Amp, 240/120V, Single phase Tenant and house panels. The garage buildings are fed from the house panels of the nearest buildings.

The electrical system appeared to be in an overall good condition and functioning normally.

## 8. Swimming Pool

The swimming pool exhibited evidence of staining that reportedly were caused by leaves and vegetative debris from a former tree that was located adjacent to the pool. Also, the waterfall feature at the northwest corner of the pool exhibited calcium deposits at its bottom. The calcium is seeping out of the stucco that underlies the cast stone. This condition was corrected. The heater for the whirlpool was burned and has since been replaced.

## 9. Seawalls

There are approximately 500 linear feet of block seawalls at some sections of the ponds. The walls are of block construction and used to retain adjacent higher grades. The walls appeared to be in good condition and structurally sound.

## 10. Pavement and Parking Areas

The asphalt surfaces generally appeared to be in good condition. However, some raveling was identified at some locations and particularly along the joints. This condition was corrected by seal coating and restriping all drive and parking areas.

## 11. Drainage System

Storm drainage within the impervious areas is achieved through gravity sheet flow towards concrete catch basins interconnected with corrugated metal pipes (CMP) that percolate stormwater into the groundwater table. No ponding was identified at the project and the system appeared to be functioning well.

Pursuant to Section 718.616(3)(b)3a and 3b, F.S., the disclosure of condition of the building components listed in section 718.616(3)(a)1. through 11. and outlined above, must include the replacement cost of the components expressed as total amount and as a per-unit amount, based upon each unit's proportional share of the common areas expenses (without taking into consideration inflation or many other major components that are a part of the replacement cost of the project).

## Building Component Itemization Schedule

**1. Roofs:** **Asphaltic / Fiberglass Shingles**

**A. Residential Buildings, Club House and Maintenance Shed (22 Buildings)**

**a) Age:** **1 Year**

**b) Remaining Useful Life:** **24 Years**

**c) Estimated Replacement Cost:**

**I. Total Cost = 188,739 SF @ $2/SF = $377,478**

**II. Per unit amount based on each Unit's proportional share of the Common Areas Expenses.**

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 0.211 | 796 |
| A.3 | 0.202 | 763 |
| B | 0.243 | 917 |
| B.1 | 0.247 | 932 |
| C.1 | 0.299 | 1,129 |
| D | 0.305 | 1,151 |
| E | 0.357 | 1,348 |

**d) Structural / Functional Soundness:** **Good - Installed One year ago**

B. <u>Garage Buildings (98 Garages)</u>

a) **Age:** 1 Year

b) **Remaining Useful Life:** 24 Years

c) **Estimated Replacement Cost:**

I. Total Cost = 15,860 SF @ $2/SF = **$31,720**

II. Per unit amount based on each Unit's proportional share of re-roofing 98 Garages.

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 1 / 98 | 324 |
| A.3 | 1 / 98 | 324 |
| B | 1 / 98 | 324 |
| B.1 | 1 / 98 | 324 |
| C.1 | 1 / 98 | 324 |
| D | 1 / 98 | 324 |
| E | 1 / 98 | 324 |

d) **Structural / Functional Soundness:** Good - Installed One year ago

## 2. Structures:

### A. Residential Buildings, Club House and Maintenance Shed (22 Buildings)

**Wood Frame with wire lath, stucco and cast stone veneer on monolithic post-tensioned concrete slab. Interior build-out is Gypsum wall board on wood studs (Fire rated Tenant separation partitions taken into consideration in replacement cost of residential buildings).**

**a) Age:** 1 Year

**b) Remaining Useful Life:** 49 Years

**c) Estimated Replacement Cost:**

I. Total Cost = **$13,323,480** - ($30/SF)

II. Per unit amount based on each Unit's proportional share of the Common Areas Expenses.

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 0.211 | 28,113 |
| A.3 | 0.202 | 26,913 |
| B | 0.243 | 32,376 |
| B.1 | 0.247 | 32,909 |
| C.1 | 0.299 | 39,837 |
| D | 0.305 | 40,637 |
| E | 0.357 | 47,565 |

**d) Structural / Functional Soundness:** Good - No evidence of Wood-Destroying Organisms Identified - See inspection report in Appendix "A".

B. Garage Buildings (11 Buildings)

Wood Frame with wire lath, stucco and cast stone veneer on monolithic post-tensioned concrete slab. Interior build-out is Gypsum wall board on wood studs.

a) Age: 1 Year

b) Remaining Useful Life: 49 Years

c) Estimated Replacement Cost:

I. Total Cost = 15,860 SF @ $30/SF = $475,800

II. Per unit amount based on each Unit's proportional share of the Common Areas Expenses.

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 0.211 | 1,004 |
| A.3 | 0.202 | 961 |
| B | 0.243 | 1,156 |
| B.1 | 0.247 | 1,175 |
| C.1 | 0.299 | 1,423 |
| D | 0.305 | 1,451 |
| E | 0.357 | 1,699 |

d) Structural / Functional Soundness: Good - No evidence of Wood-Destroying Organisms Identified - See inspection report in Appendix "A".

**3. Fire Proofing and Fire Protection Systems:**

5/8" Type - X Fire rated gypsum Board between Units with fire caulking and fire stop at penetrations. *Replacement cost accounted for in 2 above.*

Dwelling Units protected with wet automatic fire sprinkler system and smoke detectors.

Residential buildings' breezeways and Club House protected with fire extinguishers and addressable fire alarm system

a) Age: 1 Year

b) Remaining Useful Life: 29 Years

c) Estimated Replacement Cost:

I. Total Cost = 431,662 SF @ $1/SF = **$431,662**

II. Per unit amount based on each Unit's proportional share of the Common Areas Expenses.

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 0.211 | 911 |
| A.3 | 0.202 | 872 |
| B | 0.243 | 1,049 |
| B.1 | 0.247 | 1,068 |
| C.1 | 0.299 | 1,292 |
| D | 0.305 | 1,316 |
| E | 0.357 | 1,536 |

d) Structural / Functional Soundness: Good, no repairs required.

---

**4. Elevators:** No elevators at this project

---

## 5. Heating & Cooling Systems: Split air-cooled systems.

### A. Residential Buildings (354 Units):

a) Age: 2 Years

b) Remaining Useful Life: 13 Years

c) Estimated Replacement Cost:

I. Total Cost = 432,570 SF @ $5/SF = **$2,162,850**

II. Per unit amount based on each Unit's proportional share of the Common Areas Expenses.

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 0.211 | 4,564 |
| A.3 | 0.202 | 4,369 |
| B | 0.243 | 5,256 |
| B.1 | 0.247 | 5,342 |
| C.1 | 0.299 | 6,467 |
| D | 0.305 | 6,597 |
| E | 0.357 | 7,721 |

d) Structural / Functional Soundness: Good, no repairs required.

**B. <u>Club House:</u>** **Five Split Systems Totaling 20 Tons**

**a) Age:** **2 Years**

**b) Remaining Useful Life:** **13 Years**

**c) Estimated Replacement Cost:**

**I. Total Cost = 20 Tons @ $2,000 / Ton = $40,000**

**II. Per unit amount based on each Unit's proportional share of the Common Areas Expenses.**

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 0.211 | 84 |
| A.3 | 0.202 | 81 |
| B | 0.243 | 97 |
| B.1 | 0.247 | 99 |
| C.1 | 0.299 | 120 |
| D | 0.305 | 122 |
| E | 0.357 | 143 |

**d) Structural / Functional Soundness:** **Good, no repairs required.**

## 6. Plumbing System:

a) Age: 1 Year

b) Remaining Useful Life: 39 Years

c) Estimated Replacement Cost:

I. Total Cost = 431,662 SF @ $4/SF = **$1,726,648**

II. Per unit amount based on each Unit's proportional share of the Common Areas Expenses.

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 0.211 | 3,643 |
| A.3 | 0.202 | 3,488 |
| B | 0.243 | 4,196 |
| B.1 | 0.247 | 4,265 |
| C.1 | 0.299 | 5,163 |
| D | 0.305 | 5,266 |
| E | 0.357 | 6,164 |

d) Structural / Functional Soundness: Good, no repairs currently required.

## 7. Electrical Systems: Excluding Fixtures inside Units

a) Age: 1 Year

b) Remaining Useful Life: 39 Years

c) Estimated Replacement Cost:

I. Total Cost = 459,976 SF @ $5/SF = **$2,299,880**

II. Per unit amount based on each Unit's proportional share of the Common Areas Expenses.

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 0.211 | 4,852 |
| A.3 | 0.202 | 4,647 |
| B | 0.243 | 5,591 |
| B.1 | 0.247 | 5,690 |
| C.1 | 0.299 | 6,883 |
| D | 0.305 | 7,013 |
| E | 0.357 | 8,203 |

d) Structural / Functional Soundness: Good, no repairs required.

## 8. Swimming Pool:

Including swimming pool and filtration equipment, deck, Spa, heating equipment and water fall.

a) Age: 1 Year

b) Remaining Useful Life: 29 Years

c) Estimated Replacement Cost:

I. Total Cost = $200,000

II. Per unit amount based on each Unit's proportional share of the Common Areas Expenses.

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 0.211 | 422 |
| A.3 | 0.202 | 404 |
| B | 0.243 | 486 |
| B.1 | 0.247 | 495 |
| C.1 | 0.299 | 599 |
| D | 0.305 | 610 |
| E | 0.357 | 713 |

d) Structural / Functional Soundness: Good, no repairs required.

9. **Seawalls:** Block construction along certain sections of the ponds

a) Age: 1 Year

b) Remaining Useful Life: 14 Years

c) Estimated Replacement Cost:

I. Total Cost = 500 LF @ $100/LF = **$50,000**

II. Per unit amount based on each unit's proportional share of common expenses.

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 0.211 | 106 |
| A.3 | 0.202 | 101 |
| B | 0.243 | 122 |
| B.1 | 0.247 | 124 |
| C.1 | 0.299 | 150 |
| D | 0.305 | 152 |
| E | 0.357 | 178 |

d) Structural / Functional Soundness: Good, no repairs required.

## 10. Pavement and parking areas:

Asphalt on crushed limerock base - Asphalt Replacement only taken into consideration.

a) Age: 1 Year

b) Remaining Useful Life: 24 Years

c) Estimated Replacement Cost:

I. Total Cost = 23,858 SY @ $6/SY = **$143,148**

II. Per unit amount based on each unit's proportional share of common expenses.

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 0.211 | 302 |
| A.3 | 0.202 | 289 |
| B | 0.243 | 348 |
| B.1 | 0.247 | 354 |
| C.1 | 0.299 | 428 |
| D | 0.305 | 437 |
| E | 0.357 | 511 |

d) Structural / Functional Soundness: Good, no repairs required.

## 11. Drainage System:

Concrete catch basins and corrugated metal pipe (CMP) (23 CB, 8 headwalls and 3,212 LF CMP)

a) Age: 1 Year

b) Remaining Useful Life: 49 Years

c) Estimated Replacement Cost:

I. Total Cost = $374,000

II. Per Unit amount based on each Unit's proportional share of Common Area Expenses.

| Unit Type | Unit share of Common Areas Expenses (%) | Amount / Unit ($) |
|---|---|---|
| A.1 | 0.211 | 789 |
| A.3 | 0.202 | 756 |
| B | 0.243 | 909 |
| B.1 | 0.247 | 925 |
| C.1 | 0.299 | 1,119 |
| D | 0.305 | 1,140 |
| E | 0.357 | 1,334 |

d) Structural / Functional Soundness: Good. Periodic pumping and cleaning required.

# APPENDIX "A"

## WOOD DESTROYING ORGANISM INSPECTION REPORT

## B. TERMITE INSPECTION REPORT

Florida Department of Agriculture & Consumer Services
Division of Agricultural Environmental Services

CHARLES H. BRONSON
COMMISSIONER

# WOOD-DESTROYING ORGANISMS INSPECTION REPORT

**Section 482.226, Florida Statutes**
Telephone: (850) 921-4177

Licensee name PREVAIL! PEST CONTROL License Number 53011
Licensee address 5305 GARDEN LN - TAMPA - 33610
Inspector KYLE GRAY Inspection Date 2-15-05 Identification Card No. JE1043
Requested by GARY BULMAN - 3250 MARY ST #303 - COCONUT GROVE - 03
(Name) (Address)
Property Inspected 10003 COURTNEY PALMS BLVD - TAMPA - 33619 33133
(Address)
Specific structures inspected ALL - EXTERIOR INSPECTION
Structures on property NOT Inspected
Areas of structure(s) NOT inspected
Reason Not inspected

## SCOPE OF INSPECTION

"Wood-destroying organism" means arthropod or plant life which damages and can reinfest seasoned wood in a structure, namely, termites, powder post beetles, oldhouse borers, and wood-decaying fungi.

THIS REPORT IS MADE ON THE BASIS OF WHAT WAS VISIBLE AND ACCESSIBLE AT THE TIME OF INSPECTION and is not an opinion covering areas such as, but not necessarily limited to, those that are enclosed or inaccessible, areas concealed by wall-coverings, floor coverings, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate removing or defacing any part of the structure.

THIS IS NOT A STRUCTURAL DAMAGE REPORT. A wood-destroying organisms inspector is not ordinarily a construction or building trade expert and therefore is not expected to possess any special qualifications which would enable him to attest to the structural soundness of the property. IF VISIBLE DAMAGE OR OTHER EVIDENCE IS NOTED IN THIS REPORT (ITEM NUMBER (3) OF THIS REPORT) FURTHER INVESTIGATION BY QUALIFIED EXPERTS OF THE BUILDING TRADE SHOULD BE MADE TO DETERMINE THE STRUCTURAL SOUNDNESS OF THE PROPERTY. **This property was not inspected for any fungi other than wood decaying fungi, and no opinion on health related effects or indoor air quality is provided or rendered by this report. Individuals licensed to perform pest control are not required, authorized or licensed to inspect or report for any fungi other than wood decaying fungi, nor to report or comment on health or indoor air quality issues related to any fungi. Persons concerned about these issues should consult with a certified industrial hygienist or other person trained and qualified to render such opinions.**

THIS REPORT SHALL NOT BE CONSTRUED TO CONSTITUTE A GUARANTEE OF THE ABSENCE OF WOOD-DESTROYING ORGANISMS OR DAMAGE OR OTHER EVIDENCE UNLESS THIS REPORT SPECIFICALLY STATES HEREIN THE EXTENT OF SUCH GUARANTEE.

## REPORT OF FINDINGS

(1) Visible evidence of wood-destroying organisms observed: ☑ No ☐ Yes
Locations: (Common Name of Organisms)
(2) Live wood-destroying organisms observed: ☑ No ☐ Yes
Locations: (Common Name of Organisms)
(3) Visible damage observed: ☑ No ☐ Yes
Locations: (Common Name of organisms causing damage)
(4) Visible evidence of previous treatment was observed: ☑ No ☐ Yes
Explain:
(5) This company has treated the structure(s) at time of inspection: ☑ No ☐ Yes **If YES:** A copy of the contract is attached.
(Organisms treated) (Pesticide Used)
(6) This company has treated the structure(s) ☑ No ☐ Yes **If YES:** Date of treatment:
(Common name of organisms) (Common name of pesticide)
(7) A notice of this inspection ☐ and/or treatment ☐ has been affixed to the structure(s)
(Location of notice(s))
COMMENTS:

Neither the licensee nor the inspector has any financial interest in the property inspected or is associated in any way in the transaction with any party to the transaction other than for inspection purposes.

SEND REPORT TO PERSON WHO REQUESTED THIS INSPECTION AND TO:

Signature of Licensee or Agent B → Date 2-15-05

DACS 13645, Rev. 02-04 (Obsoletes Previous Editions)

ATTACHMENT 9

## STATEMENT OF DEVELOPER RE: OWNERSHIP INTEREST

The Developer, **Courtney Palms Acquisition, LLC,** a Delaware limited liability company, by and through its undersigned managing member, hereby represents that on March 1, 2005, (the "Developer"), acquired title to the real property and improvements which are to be converted into the Courtney Palms Condominium. The deed is recorded at Official Records Book 14734, Page 1528, of the public records of Hillsborough County, Florida.

**Courtney Palms Acquisition, LLC,**
a Delaware limited liability company
By: The Courtney Palms, LLC
A Delaware limited liability company, its Managing Member
By: Courtney Palms Development Group, LLC,
A Florida limited liability company, its Managing Member

By: _____
Name Printed: Peter Wenzel, managing member
Date: 3/9/05

This instrument prepared by
and should be returned to:

Daniel T. O'Keefe, Esq.
SHUTTS & BOWEN LLP
300 S. Orange Avenue, Suite 1000
Orlando, Florida 32801

Tax Folio# 71965-0400

INSTR # 2005085112
O BK 14734 PG 1528
Pgs 1528 - 1533; (6pgs)
RECORDED 03/02/2005 03:36:20 PM
CLERK OF COURT
HILLSBOROUGH COUNTY
DOC TAX PD(F.S.201.02) 258,734.00
DEPUTY CLERK G Thompson

This is not an official copy

## SPECIAL WARRANTY DEED

**THIS SPECIAL WARRANTY DEED** is made and entered into this 28 day of March, 2005 by **COURTNEY PALMS APARTMENTS, LLC**, a Florida limited liability company, whose address is c/o ContraVest, Inc., 100 Colonial Center Parkway Suite 470, Lake Mary, Florida 32746 (hereinafter referred to as "Grantor"), to and in favor of **COURTNEY PALMS ACQUISITION, LLC**, a Delaware limited liability limited partnership, whose address is 2801 Florida Avenue, Suite 14, Coconut Grove, Florida 33133 (hereinafter referred to as "Grantee");

(Whenever used herein the terms "Grantor" and "Grantee" shall be deemed to include the parties to this Special Warranty Deed and the heirs, legal representatives and assigns of individuals, and the successors and assigns. The singular shall be deemed to include the plural, and vice versa, where the context so permits and requires.)

WITNESSETH that Grantor for and in consideration of the sum of Ten and No/100 Dollars ($10.00) and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto Grantee, all that certain land situated in Hillsborough County, Florida, more particularly described in **Exhibit "A"** attached hereto (the "Land").

TOGETHER WITH all rights, privileges, tenements, hereditaments, easements and appurtenances belonging or in anywise appertaining to the Land; and

TOGETHER WITH all of Grantor's right, title and interest in and to all buildings, structures and other improvements located on the Land, and any and all fixtures attached to or incorporated within such buildings, structures and other improvements, if any.

The Land and all of the property and property rights described above shall be referred to herein as the "Property."

TO HAVE AND TO HOLD the Property in fee simple forever.

AND Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the

Property; that Grantor hereby fully warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor; and that the Property is free of all encumbrances, except all matters of record, including, without limitation those listed in **Exhibit "B"** attached hereto.

IN WITNESS WHEREOF, Grantor has executed this Special Warranty Deed the day and year first above written.

Signed sealed and delivered
in the presence of:

**COURTNEY PALMS APARTMENTS, LLC**, a Florida limited liability company

By: Courtney Palms Development, Inc., a Florida corporation, its Managing Member

By: _____
John A. Schaffer, Vice President

_____
*Print Name:* Sharon Grimes

_____
*Print Name:* Mary E Shafer

STATE OF FLORIDA
COUNTY OF ~~ORANGE~~ Seminole

The foregoing instrument was acknowledged before me this 28 day of February, 2005 by John A. Schaffer, as Vice President of Courtney Palms Development, Inc., a Florida corporation, the Managing Member of Courtney Palms Apartments, LLC, a Florida limited liability company, on behalf of said corporation and company. He ✓ is personally known to me or ____ has produced _____ as identification.

_____
Print Name: Sharon R. Grimes
Notary Public, State of Florida
Commission #: _____
My commission expires: ~~SHARON R. GRIMES~~
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD380125
EXPIRES 8/2/2005
BONDED THRU 1-888-NOTARY1

This is not a certified copy



ORLDOCS 10300693 1

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

A TRACT OF LAND BEING A PORTION OF THE SOUTHWEST 1/4 OF SECTION 30, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF SAID SECTION 30; RUN THENCE SOUTH 89°40'45" EAST, ALONG THE SOUTH BOUNDARY OF SAID SOUTHWEST 1/4, 902.78 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 301 (STATE ROAD NO. 43); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 08°20'31" WEST, 809.23 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 08°20'31" WEST, 241.89 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 71°27'13" EAST, 437.34 FEET TO THE BEGINNING OF A NON-TANGENT CURVE; THENCE 39.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN INCLUDED ANGLE OF 06°10'59", AND A CHORD OF 39.91 FEET WHICH BEARS NORTH 72°50'30" WEST TO A POINT OF REVERSE CURVATURE; THENCE 49.64 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 09°28'49", AND A CHORD OF 49.58 FEET WHICH BEARS NORTH 74°29'25" WEST TO A POINT OF TANGENCY; THENCE NORTH 79°13'50" WEST, 98.38 FEET TO A POINT OF CURVATURE; THENCE 77.03 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 14°42'40", AND A CHORD OF 76.82 FEET WHICH BEARS NORTH 86°35'10" WEST TO A POINT OF TANGENCY; THENCE SOUTH 86°03'31" WEST, 80.55 FEET TO A POINT OF CURVATURE; THENCE 17.87 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET, AN INCLUDED ANGLE OF 02°02'52", AND A CHORD OF 17.87 FEET WHICH BEARS SOUTH 85°02'05" WEST TO THE BEGINNING OF A NON-TANGENT LINE; THENCE SOUTH 50°42'35" WEST, 96.48 FEET TO A POINT OF INTERSECTION WITH THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 301; THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 08°20'31" WEST, 108.18 FEET; THENCE NORTH 08°22'31" WEST, 11.82 FEET; THENCE DEPARTING SAID EASTERLY RIGHT-OF-WAY LINE, NORTH 81°37'29" EAST, 61.89 FEET TO A POINT OF CURVATURE; THENCE 44.11 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 570.00 FEET, AN INCLUDED ANGLE OF 04°26'02", AND A CHORD OF 44.10 FEET WHICH BEARS NORTH 83°50'30" EAST TO A POINT OF TANGENCY; THENCE NORTH 86°03'31" EAST, 80.55 FEET TO A POINT OF CURVATURE; THENCE 95.00 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN INCLUDED ANGLE OF 14°42'40", AND A CHORD OF 94.74 FEET WHICH BEARS SOUTH 86°35'10" EAST TO A POINT OF TANGENCY; THENCE SOUTH 79°13'50" EAST, 98.38 FEET TO A POINT OF CURVATURE; THENCE 61.22 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 370.00 FEET, AN INCLUDED ANGLE OF 09°28'49", AND A CHORD OF 61.15 FEET WHICH BEARS SOUTH 74°29'25" EAST TO A POINT OF REVERSE CURVATURE; THENCE 47.86 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, AN INCLUDED ANGLE OF 09°08'25", AND A CHORD OF 47.81 FEET WHICH BEARS SOUTH 74°19'13" EAST TO A POINT OF COMPOUND CURVATURE;

THENCE 133.04 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 218.50 FEET, AN INCLUDED ANGLE OF 34°53'08", AND A CHORD OF 130.99 FEET WHICH BEARS NORTH 83°40'00" EAST TO THE END OF SAID CURVE AND THE BEGINNING OF A NON-TANGENT LINE; THENCE NORTH 01°40'48" WEST, 564.08 FEET; THENCE SOUTH 87°50'40" EAST, 20.44 FEET; THENCE NORTH 43°03'52" EAST, 88.43 FEET; THENCE NORTH 74°10'32" EAST, 128.55 FEET; THENCE NORTH 88°21'34" EAST, 98.74 FEET; THENCE NORTH 75°59'40" EAST, 259.17 FEET; THENCE SOUTH 55°26'16" EAST, 164.45 FEET; THENCE NORTH 89°07'43" EAST, 113.58 FEET; THENCE NORTH 72°09'52" EAST, 82.37 FEET; THENCE SOUTH 51°16'51" EAST, 167.10 FEET; THENCE SOUTH, 374.02 FEET; THENCE SOUTH 58°31'04" WEST, 46.89 FEET; THENCE SOUTH 52°09'06" WEST, 135.69 FEET; THENCE SOUTH 54°58'45" WEST, 269.01 FEET; THENCE SOUTH 08°45'43" EAST, 225.94 FEET TO A POINT OF INTERSECTION WITH THE NORTHERLY BOUNDARY OF "CLAIR-MEL CITY, UNIT NO. 52", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 37, PAGE 85, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY BOUNDARY, SOUTH 81°28'15" WEST, 620.00 FEET TO THE NORTHWESTERLY CORNER OF THE RIGHT-OF-WAY OF CALLE STREET AS DEDICATED ON SAID "CLAIR-MEL CITY, UNIT NO. 52"; THENCE ALONG THE WESTERLY RIGHT-OF-WAY OF SAID CALLE STREET, SOUTH 08°29'43" EAST, 100.02 FEET TO A POINT OF CURVATURE; THENCE 39.27 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, AN INCLUDED ANGLE OF 89°59'21", AND A CHORD OF 35.35 FEET WHICH BEARS SOUTH 36°29'58" WEST TO A POINT OF INTERSECTION WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ALAMBRA AVENUE AS DEDICATED BY PLAT OF "CLAIR-MEL CITY, UNIT NO. 51", ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGE 31, PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG SAID NORTHERLY RIGHT-OF-WAY LINE OF ALAMBRA AVENUE, SOUTH 81°28'15" WEST, 279.48 FEET; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE, NORTH 08°20'31" WEST, 150.00 FEET; AND THENCE SOUTH 81°28'15" WEST, 290.40 FEET TO THE POINT OF BEGINNING.

COPY

**EXHIBIT "B"**

**PERMITTED EXCEPTIONS**

This document is not a certified copy

1. Taxes and assessment for the year 2005 and subsequent years, which are not yet due and payable.

2. Easement Agreement by and between Gateway Ventures of Brandon, a Florida general partnership and Courtney Palms Apartments, LLC, a Florida limited liability company, dated December 23, 2002 and recorded December 26, 2002 in Official Records Book 12213, Page 609, Public Records of Hillsborough County, Florida.

3. Partial Assignment of Drainage Rights Courtney Palms Apartments, LLC, a Florida limited liability company and Gateway Ventures of Brandon, a Florida general partnership, dated December 26, 2002 and recorded December 26, 2002 in Official Records Book 12213, Page 639, Public Records of Hillsborough County, Florida.

4. Berm, Drainage and Access Easement by and between Courtney Palms Apartments, LLC, a Florida limited liability company, Crosstown Community Church, Inc,, a Florida corporation, and Tampa-Hillsborough County Expressway Authority, dated December 26, 2002 and recorded December 26, 2002 in Official Records Book 12213, Page 648, as amended in Amended and Restated Berm, Drainage and Access Easement Agreement dated September, 2003 and recorded September 25, 2003 in Official Records Book 13141, Page 325, in the Public Records of Hillsborough County, Florida.

5. Agreement by and between Courtney Palms Apartments, LLC, a Florida limited liability company, and Crosstown Community Church, Inc., a Florida corporation, dated January 22, 2003 and recorded March 12, 2003 in Official Records Book 12437, Page 122, Public Records of Hillsborough County, Florida.

6. Approval and Mitigation Agreement by the Environmental Protection Commission of Hillsborough County recorded April 15, 2003 in Official Records Book 12536, Page 978, in the Public Records of Hillsborough County, Florida.

7. Easement and Memorandum of Agreement recorded June 11, 2003 in Official Records Book 12741, Page 585, Public Records of Hillsborough County, Florida.

8. Deed of Conservation Easement by and between Courtney Palms Apartments, LLC, and Environmental Protection Commission of Hillsborough County, recorded December 14, 2004 in Official Records Book 14493, Page 566, Public Records of Hillsborough County, Florida.

9. Approval and Mitigation Agreement by and between Environmental Protection Commission of Hillsborough County and Courtney Palms Apartments, LLC, a Florida

limited liability company recorded in Official Records Book 14493, Page 574, Public Records of Hillsborough County, Florida.

10. Terms and conditions of unrecorded Florida Water Services Corporation Developer Agreement by and between Florida Water Services Corporation and Courtney Palms Apartments, LLC, a Florida limited liability company, dated December 26, 2002.

11. Terms and Conditions of the Perpetual Utility Easement recorded in Official Records Book 14634, Page 543, Public Records of Hillsborough County, Florida.

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