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DECLARATION OF CONDOMINIUM  
OF  
DESTINY SPRINGS, A CONDOMINIUM

Made this 12 day of May, 1981, by EQUITY REALTY, INC., a Florida corporation, its successors and assigns, herein called "Developer".

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands and improvements described and to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the "Condominium Act".

1.1 Name and Address. The name by which this Condominium is to be identified is:

DESTINY SPRINGS  
A CONDOMINIUM

and its address is: 930 Lake Destiny Road  
Altamonte Springs, Florida 32701

1.2 The Land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Orange County, Florida:

From the Southwest corner of Section 23, Township 21 South, Range 29 East, Seminole County, Florida, run N 89°48'12" E, 1318.56 feet to the Southwest corner of the Southeast 1/4 of the Southwest 1/4 of said Section 23, thence run N 73°05'27" E, 216.38 feet for a Point of Beginning; thence continue N 73°05'27" E, 390 feet to the Westerly Right-of-Way line of Frontage Road on Interstate Highway No. 4; thence run N 4°10'18" W along said Right-of-Way 80.38 feet; thence run N 33°42'08" W, 852.60 feet; thence run N 7°08'11" W, 111.80 feet; thence run N 56°17'52" E, 50 feet' to the Westerly Right-of-Way line of Wymore Road; thence run N 33°42'08" W along said Westerly Right-of-Way, 150.62 feet; thence run S 56°17'52" W, 6.06 feet; thence run Northwesterly along a curve concave Northeasterly, along said Westerly Right-of-Way, 150.62 feet; thence run S 56°17'52" W 6.06 feet; thence run Northwesterly along a curve concave Northeasterly, having a radius of 352.77 feet;

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THIS INSTRUMENT PREPARED BY:

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a central angle of  $13^{\circ}01'29''$ , an arc distance of 80.18 feet; thence run S  $59^{\circ}18'00.5''$  W along a line parallel with a 10 feet perpendicular to the Southeasterly line of Lot 5, Block C, SPRING LAKE HILLS, according to the plat thereof as recorded in Plat Book 15, pages 73 and 74, of the Public Records of Seminole County, Florida, a distance of 345.20 feet; thence run Southwesterly along a curve concave Northwesterly having a radius of 280 feet, a central angle of  $110^{\circ}29'19.5''$ , an arc length of 539.95 feet; thence run S  $79^{\circ}47'20''$  W, 27.73 feet; thence run S  $10^{\circ}12'40''$  E, 328.42 feet; thence run S  $88^{\circ}$  E, 246.43 feet; thence run S  $76^{\circ}30'$  E, 140 feet; thence run S  $44^{\circ}$  E, 400 feet to the Point of Beginning.

PARCEL "B"

From the Southwest corner of Section 23, Township 21 South, Range 29 East, Seminole County, Florida, run North  $89^{\circ}48'12''$  East along the South line of the Southwest 1/4 of said Section 23, a distance of 933.05 feet for a Point of Beginning; thence continue North  $89^{\circ}48'12''$  East, 385.51 feet to the Southwest corner of the Southeast 1/4 of said Southwest 1/4, thence run North  $73^{\circ}05'27''$  East 216.38 feet; thence run North  $44^{\circ}$  West, 400 feet; thence run North  $76^{\circ}30'$  West, 140 feet; thence run South  $88^{\circ}$  West, 246.43 feet; thence run South  $10^{\circ}12'40''$  East, 382.13 feet to the Point of Beginning.

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PARCEL "C"

From the Southwest corner of Section 23, Township 21 South, Range 29 East, Seminole County, Florida, run North  $89^{\circ}48'12''$  East along the South line of the Southwest 1/4 of said Section 23, a distance of 933.05 feet; thence run North  $10^{\circ}12'40''$  West, 710.55 feet for a Point of Beginning; thence run North  $79^{\circ}47'20''$  East 27.73 feet; thence run North-easterly along a curve concave Northwesterly, having a radius of 280 feet, a central angle of  $110^{\circ}29'19.5''$ , an arc length of 539.95 feet to a point 10 feet South  $30^{\circ}41'59.5''$  East from the South line of Lot 6, Block "C", SPRING LAKE HILLS, according to the plat thereof as recorded in Plat Book 15, pages 73 and 74, of the Public Records of Seminole County, Florida; thence run South  $59^{\circ}18'00.5''$  West parallel with said South line, 309.60 feet; thence run South  $10^{\circ}12'40''$  East, 269.64 feet to the Point of Beginning.

which lands are called "the land". The Developer hereby submits the fee simple interest in the land to the condominium form of ownership.

2. Definitions. The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Condominium Act (Section 718.103, Florida Statutes) and as follows unless the context otherwise requires:

2.1 Apartment. Apartment means unit as defined by the Condominium Act.

2.2 Apartment Owner. Apartment owner means unit owner as defined by the Condominium Act.

2.3 Assessment. The Assessment means a share of the funds required for the payment of the common expenses incurred in the operation of the Condominium and the common elements, and other expenses incurred, as defined herein, and such assessment shall be borne by the Unit Owner.

2.4 The Association. The Association means DESTINY SPRINGS CONDOMINIUM ASSOCIATION, INC., a nonprofit Florida corporation, and its successors.

2.5 Common Elements. Common elements shall include: (a) the condominium property not included in the apartments; (b) tangible personal property required for the maintenance and operation of the common elements even though owned by the Association; and (c) all those items stated in the Condominium Act.

2.6 Limited Common Elements. Limited common elements means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units including, but not limited to, balconies and patios, and any other such structure attached to the exterior main walls of the building that serves only the apartment adjacent to such structure. Any reference made to common elements in the following provisions of this Declaration, or other condominium instruments, is meant to also include limited common elements unless the latter is excepted or dealt with separately.

2.7 Common Expenses. Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements, and of the portions of apartments to be maintained by the Association; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; and (d) any valid charge against the Condominium as a whole.

2.8 Common Surplus. Common surplus means the amount by which the receipts of the Association including, but not limited to, assessments received on account of common elements, exceed the amount of common expenses. Provided, however, in the event that the Association contracts with a separate management corporation for management of the condominium property, the portion of receipts of the Association representing fees contracted for and to be collected by said management corporation, or a part thereof, shall not be considered as part of the common surplus.

2.9 Condominium. Condominium means all of the condominium property as a whole where the context so permits, including the land and all improvements thereon, and all easements and rights-of-way appurtenant thereto and intended for use in connection with the Condominium.

2.10 Reasonable Attorneys' Fees. Reasonable attorneys' fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

2.11 Singular, Plural Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural the singular, and the use of any gender shall be deemed to include all genders.

2.12 Utility Services. Utility services as used in the Condominium Act and construed with reference to this Condominium and as used in the Declaration and By-Laws shall include, but not

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be limited to electric power, water, gas, heating, air conditioning, cable television and garbage and sewage disposal.

2.13 Lease. A lease shall mean the grant, either oral or in writing, by an apartment owner of a temporary right of use of said owner's apartment for a valuable consideration.

2.14 Institutional Mortgagee or Institutional First Mortgagee. Institutional Mortgagee or institutional first mortgagee shall include, but not be limited to bank, life insurance company, union pension fund authorized to do business in the State of Florida, savings and loan association, mortgage Company, mortgage brokerage company, the Developer, an agency of the United States Government, and the holder of any mortgage insured by any agency of the United States Government, such as Federal National Mortgage Association, FHLMC, Federal Housing Authority or the Veterans Administration. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto, be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee.

3. Development Plan. The Condominium is described and established as follows:

3.1 Plot Plans, Survey and Floor Plans. Attached hereto as Exhibit "A" is a certification by Wesley E. Blount, that the construction of the improvements described is substantially complete so that the description of improvements as shown in the "Condominium Plot Plans", (hereinafter referred to as "Plot Plans"), a copy of which is attached hereto as Exhibit "B", through \_\_\_\_\_, Public Records of Pinellas County, Florida, together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

3.2 Amendment of Plans. Developer reserves the right to change the interior design and arrangement of all units so long as Developer owns the units so changed and altered, without necessity of amendment hereto.

(a) Alteration of Boundaries and Apartment Dimensions. Developer reserves the right to alter the boundaries between units, so long as Developer owns the units so altered; to increase or decrease the number of apartments and to alter the boundaries of the common elements, so long as the Developer owns the apartments abutting the common elements where the boundaries are being altered, provided no such change shall partition or subdivide any condominium unit set out herein and no such change shall be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the institutional mortgagee of apartments affected, and such amendment shall not require the approval of apartment owners, apartment purchasers, or the Association.

3.3 Easements. Each of the following easements is reserved through the condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium:

(a) Utilities. Easements are reserved as may be required for the entrance upon, construction, maintenance and

operation of utility services to adequately serve the condominium project including, but not limited to, the installation of Cable Television System lines, mains and such other equipment as may be required throughout the condominium project, it being expressly agreed that Developer or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility, provided, however, easements herein reserved which necessitate entry through an apartment, shall only be according to the plans and specifications for the building containing the apartment or as the building is actually constructed, unless approved in writing by the apartment owner.

In addition, easements are reserved for such further utility easements over and across the condominium property as may be required from time to time to service the condominium property. Provided, however, such further utility easements, which shall be identified and located as the occasion shall arise, shall not be over or through any part of the condominium property occupied by a condominium building.

(b) Encroachments. In the event that any apartment shall encroach upon any of the common elements or upon any other apartment for any reason other than the intentional or negligent act of the apartment owner, or in the event any common element shall encroach upon any apartment, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(c) Pedestrian and Vehicular Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, lanes and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through and across such portions of the common elements as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of the apartment unit owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated and assigned for parking purposes.

(d) Developer. Until such time as the Developer has completed all of the contemplated improvements and sold all of the units contained within the condominium property, easements including, but not limited to, ingress and egress, are hereby reserved and shall exist through and over the condominium property as may be required by Developer for the completion of the contemplated improvement and sale of said units. Neither the unit owners nor the Association, nor the use of the condominium property shall interfere in any way with such completion and sale.

#### 3.4 Improvements-General Description.

(a) Apartment Buildings. The Condominium will be comprised of thirteen (13) buildings, which buildings shall contain two hundred forty-nine (249) units. The number, location and size of each apartment unit is graphically shown on Exhibit "B", incorporated herein.

(b) Other Improvements. The Condominium includes landscaping, automobile parking areas, pool, clubroom and other facilities which are a part of the common elements described in the Plot Plans incorporated herein as Exhibit "B".

3.5 Apartment Boundaries. Each apartment, which term as used in this subsection concerning boundaries, shall include that part of the building containing the apartment that lies

within the boundaries of the apartment, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary - The horizontal plane of the highest point on the undecorated finished ceiling.

(2) Lower Boundary - The horizontal plane of the lowest point on the undecorated finished floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extended to intersections with each other and with the upper and lower boundaries.

(c) Limited Common Elements. All balconies, patios, storage areas, canopies, all other assigned parking dealt with in 4.2(a), and any such structure attached to the exterior main walls of the building that serve only the apartment adjacent to such structure, shall be a limited common element for the benefit of that particular apartment only. Such limited common elements are shown graphically on the Condominium Plot Plans attached hereto as Exhibit "B".

3.6 Common Elements. The common elements include the land and all the parts of the Condominium not within the apartments as defined in Section 3.5.

#### 4. The Apartment Building.

4.1 Apartments. The apartments in the condominium building are identified and briefly described in the "Plot Plans" attached hereto as Exhibit "B" and recorded in Book, Pages, Public Records of Seminole County, Florida.

4.2 Appurtenances to Each Apartment. The owner of each apartment shall own a certain interest in the condominium property which is appurtenant to his apartment including, but not limited to, the following items:

(a) Automobile Parking Space. The right to use, for automobile parking only, the parking space which may from time to time be designated or assigned by the Board of Directors of the Association to or for an apartment, which designation shall not be recorded among the public records. The Board of Directors may from time to time, should they determine there be a need, change the parking space designated to an apartment, provided that each apartment always has a parking space. This provision is made in contemplation of the fact that one or more apartment owners may develop a physical disability which would require the designation of a parking space more convenient to their apartments and to give the Association the power and flexibility to deal with such situations. The Association shall also have the flexibility of not having assigned parking spaces.

(b) Common Elements. The undivided share in the land and other common elements which is appurtenant to each apartment, is shown more particularly in the schedule attached hereto as Exhibit "E".

(c) Association. Each apartment owner shall hold membership in the Association and an interest in the funds and assets held by the Association. Membership and voting rights of each apartment owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and

By-Laws of the Association attached hereto as Exhibits "C" and "D" respectively.

**4.3 Liability for Common Expenses and Share of Common Surplus.** Each apartment owner shall share the common expense and common surplus to the same extent as he shares in the common elements (Section 4.2(b) and Exhibit "B" attached hereto); however, this does not include the right to withdraw or require payment or distribution of the same. Provided, the Developer shall not be obligated to commence paying any common expense assessments to the Association, with respect to the units offered for sale and owned by the Developer, until the Declaration is recorded and the sale of the first apartment has closed.

**5. Maintenance, Alteration and Improvement.** Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

**5.1 Common Elements.**

(a) **By the Association.** The maintenance and operation of the common elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a common expense, other than those expenses specifically provided to be paid by the individual apartment owner in Section 5.2(b)(1) hereof.

(b) **Alteration and Improvement.** After the completion of the improvements including the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the real property constituting the common elements without prior approval in writing by the owners of not less than seventy-five percent (75%) of the common elements, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any apartment owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company, savings and loan association, or other institutional first mortgagee that acquires its title as a result of owning a mortgage upon the apartment owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to other apartment owners in the proportion that their shares in the common elements bear to each other. There shall be no change in the shares and rights of apartment owners in the common elements altered or further improved, whether or not the apartment owner contributes to the cost of such alteration or improvements. This paragraph shall have no application to the right vested in the Developer pursuant to the provisions of Paragraph 3.2 and 3.2(a) hereof.

**5.2 Apartments.**

(a) **By Association.** The Association shall maintain, repair and replace as a common expense of the apartment building containing an apartment:

(1) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portions shall include, but not be limited to, load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment maintained by the Association, and all such facilities contained within an apartment that services part or parts of the Condominium other than the apartment within which contained. This provision excludes from its coverage any air conditioning compressor facility, and also any other facility for the furnishing of utility services, now or hereafter installed outside any of the apartment buildings, and

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Intended for the purpose of furnishing such utility services only to an individual apartment.

(3) All incidental damage caused to an apartment by reason of the maintenance, repair and/or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.

(b) By the Apartment Owner. The responsibility of the apartment owner shall include, but not be limited to:

(1) To maintain, repair and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air conditioners, including air conditioning compressors and other related outside utility facilities referred to in Section 5.2(a)(2), heaters, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, and all other portions of his apartment except the portions specifically to be maintained, repaired and replaced by the Association.

(2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the apartment building.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(c) Alteration and Improvement. Subject to the other provisions of Section 5.2, which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, an apartment owner may make such alterations or improvements to his apartment, at his sole and personal cost, as he may be advised, provided all work shall be done without disturbing the rights of other apartment owners, and further provided that an apartment owner shall make no changes or alterations to any interior boundary wall, exterior wall, balcony or patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service, without first obtaining approval in writing of owners of all other apartments in such apartment building and the approval of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes. Provided, no such alteration or improvement may be made without the written approval of the Board of Directors of the Association if such alteration or improvement may or would cause an increase in the cost of the insurance carried by the Association.

5.3 Limited Common Elements. The maintenance, repair and/or replacement of the limited common elements appurtenant to each unit shall be the responsibility of the Association, as provided hereinabove in Section 5.1. Provided, the apartment owner shall be responsible for day-to-day maintenance and cleaning of such limited common elements areas; provided, further, the maintenance, repair or replacement of such limited common elements which shall be necessary or as a result of the apartment owner making use of said areas in an abusive manner or in a manner other than that for which said areas were intended shall be the responsibility and expense of the apartment owner.

6. Assessments. The making and collection of assessments against apartment owners for common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws and subject to the following provisions:

6.1 Share of Common Expenses. Each apartment owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, in the same proportion as his undivided interest in the common elements, as set forth in

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Section 4.2(b) hereof, but such right shall not vest or create in any apartment owner the right to withdraw or receive distribution of his share of the common surplus.

6.2 Payments. Assessments and installments thereon paid on or before the (10) days after the day when the same shall become due, shall not bear interest but all sums not so paid on or before ten (10) days after the same is due shall bear interest until paid at the rate of fifteen percent (15%), per annum. All payments on account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent owner due and payable in full as if the entire amount was originally assessed.

6.3 Lien for Assessments. The Association shall have a lien on each apartment for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure costs of collection by the Association including, without limitation, reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Seminole County, Florida, a claim of lien stating the description of the apartment, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure, the owner of the apartment shall be required to pay a reasonable rental for the apartment and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where an institutional mortgagee or the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of the foreclosure of the first mortgage or where an institutional mortgagee or a mortgagee of a first mortgage of record obtains title to the apartment as a result of a conveyance in lieu of foreclosure of the institutional first mortgage or pursuant to any other remedy provided in the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association pertaining to such apartment or chargeable to the former owner of such apartment which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, its successors and assigns.

6.4 Certain Mortgages Protected. Notwithstanding anything herein set forth to the contrary, any lien for an assessment set out in Section 6.3 above shall be junior, inferior and subordinate to any recorded institutional first mortgage regardless of when said assessment was due or notice thereof recorded, but not to any other mortgage recorded after the aforesaid notice of lien.

6.5 Assessments Not Paid by the Developer. The Developer shall be excused from the payment of its share of the common expenses in respect of the apartments which it owns until such time as the Declaration is recorded and the sale of the first apartment has closed.

6.6 Utility Assessment. In addition to the common expenses set out above, each apartment owner shall be liable for

the cost of electric power and heated water provided to his unit but paid by the Association. The Association shall have a lien as provided in Section 6.3 above for any unpaid utility assessment. The Association shall not terminate utility services for nonpayment of the assessment.

7. Association. The operation of the Condominium shall be by DESTINY SPRINGS CONDOMINIUM ASSOCIATION, INC., a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

7.1 Articles of Incorporation. A copy of the Articles of incorporation of the Association is attached as Exhibit "C". Article IV of the Articles of Incorporation sets out membership of unit owners in the Association.

7.2 By-Laws. A copy of the By-Laws of the Association is attached as Exhibit "D". Section 2 of the By-Laws sets out membership and voting rights of unit owners in the Association.

7.3 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

7.4 Management. The Association shall contract with a professional management corporation for the management and maintenance of the Condominium and authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association. Any management agreement will be terminable by the Association without cause upon thirty (30) days' written notice, without payment of a termination fee, the term of any such agreement may not exceed one (1) year, renewable by agreement of the parties for successive one (1) year periods.

7.5 Notice to First Mortgagee. A first mortgagee shall be entitled to written notification from the Association of any default in the performance by the owner of the unit encumbered by its mortgage, of any obligation under this Declaration, the Association Articles of Incorporation and By-Laws and any amendments thereto, which default is not cured within thirty (30) days.

7.6 Books and Records. The holders of first mortgages shall have the right to examine the books and records of the Association during normal business hours and to require annual audited financial statements of the Association within ninety (90) days following the end of the fiscal year of the Association. Such first mortgage holders shall also be entitled to, upon request, written notice of all Association meetings and shall be permitted to designate a representative to attend all such meetings.

8. Insurance. Insurance, other than title insurance, which shall be carried upon the condominium property and the property of the apartment owners, shall be covered by the following provisions:

8.1 Authority to Purchase. All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the apartment building and its appurtenances,

also for the benefit of apartment owners and their mortgagees as their interests may appear and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of apartment owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee, if one has been designated. It shall not be the responsibility or duty of the Association to obtain insurance coverage upon the personal liability, personal property or living expenses of any apartment owner but the apartment owner may obtain such insurance at his own expense provided such insurance may not be of a nature to affect policies purchased by the Association. Apartment owners shall furnish the Association with copies of all insurance policies obtained by them.

**8.2 Coverage.**

(a) **Casualty.** All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined by the Board of Directors of the Association. Such coverage shall afford protection against:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land including, but not limited to, vandalism and malicious mischief.

(b) **Public Liability.** In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

(c) **Workmen's Compensation Policy.** To meet the requirements of law.

(d) **Fidelity Bonds.** Fidelity Bonds shall be maintained providing coverage against dishonest acts by the Association's officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association.

(e) **Other.** Such other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

**8.3 Premiums.** Premiums for insurance shall be a common expense. Premiums shall be paid by the Association.

**8.4 Insurance Trustee Share of Proceeds.** All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association or to an Insurance Trustee, if one has been designated, being an institution having offices in Seminole County, Florida, or such other location as the Board of Directors might agree upon, and possessing trust powers as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee". The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee.

(a) **Common Elements.** Proceeds on account of damage to common elements shall be held in undivided shares for

each apartment owner of the Condominium, each owner's share being the same as his undivided share in the common elements appurtenant to his apartment.

(b) Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:

(1) When the apartments are to be restored for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the apartments are not to be restored, for the owners of such apartments in undivided shares in proportion to the respective shares in the common elements appurtenant to such apartments.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to an apartment, the share of an apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as provided in Section 9.1(b)(1) and (2). No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except distribution of such proceeds made to the apartment owner and mortgagee pursuant to the provisions of this declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and if additional monies are not available for such purposes.

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

(a) Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to apartment owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.

(d) Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and

Secretary or by the Association's managing agent as to the names of apartment owners and their respective shares of the distribution.

**8.6 Association as Agent.** The Association is hereby irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property, for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each apartment owner upon payment of a claim.

**9. Reconstruction or Repair after Casualty.**

**9.1 Determination to Reconstruct or Repair.** If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

(a) **Common Elements.** If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damages to such common element extend to apartments in which case the provisions relative to reconstruction and repair of apartments and common elements as elsewhere herein provided, shall pertain.

**(b) Apartments and Common Elements.**

(1) **Partial Destruction** - If the damaged improvement includes an apartment and common elements and less than ninety percent (90%) of the amount of insurance applicable to such improvement is forthcoming by reason of such casualty, then the improvement shall be reconstructed and repaired unless seventy-five percent (75%) of the owners of all apartments and all owners of damaged apartments and sixty-seven percent (67%) of all mortgagees, being banks, savings and loan associations and insurance companies, and institutional mortgagees holding first mortgages upon apartments shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(2) **Total Destruction** - If the damaged improvement includes an apartment and common elements and ninety percent (90%) or more of the amount of casualty insurance applicable to such improvement is forthcoming by reason of such casualty, the improvement shall not be reconstructed or repaired if seventy-five percent (75%) of the owners of all apartments and all owners of damaged apartments and sixty-seven percent (67%) of all mortgagees, being banks, savings and loan associations, and insurance companies, and institutional mortgagees, holding first mortgages, upon apartments shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(c) **Certificate.** The Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether or not the apartment owners, where so provided, have made a decision whether or not to reconstruct or repair.

**9.2 Plans and Specifications.** Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association.

**9.3 Responsibility.** If the damage is only to those parts of apartments for which the responsibility of maintenance and repair is that of apartment owners, then the apartment owners shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

9.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against all apartment owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owner's share in the common elements.

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

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee, if one has been designated. In all other cases, the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Disbursement. The proceeds of insurance collected on account of a casualty and the sums received by the Association from collection of assessments against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner:

(1) Apartment Owner - The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner, shall be paid by the Association or the Insurance Trustee to the apartment owner or if there is a mortgage endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

(2) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the unit owners in proportion to the owner's share in the common elements, but reduced by the amount of any unpaid assessments against such unit owner.

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(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by apartment 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 whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Association's managing agent 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.

9.7 Notice to Mortgage Holders. The Association shall provide written notice to first mortgage holders on any units within the Condominium of any substantial damage to any units, buildings or common elements. This written notice shall be provided within fifteen (15) days from the date of discovery of such damage.

9.8 Condemnation. In the event that any unit of the condominium project or any portion thereof, or the common elements or any portion thereof, shall be made the subject of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then any holder of a first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition. The priority of the first mortgage lien and any rights of the first mortgagee of the unit pursuant to its mortgage shall not be disturbed with respect to distribution of the proceeds of any award or settlement for losses to or a taking of condominium units and/or common elements.

10. Use Restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the Condominium exists and the apartment buildings in useful condition exist upon the land.

10.1 Apartments. Each of the apartments shall be occupied only by a family, its servants and guests, as a residence and for no other purpose, provided that a corporation may own or lease an apartment, provided that it has been approved in the same manner that any other prospective purchaser or lessee must be approved under this Declaration and provided further that the use of the apartment shall be in conformance with all use restrictions set out in this Section 10 and all other terms of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations of the Condominium.

10.2 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 the apartment.

10.3 Leasing. The entire apartment may be leased or rented for any period in excess of three (3) months but not to exceed one (1) year and may be leased by successive yearly leases for periods in excess of one (1) year without the approval of the Board of Directors of the Association, provided that no one

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lessee shall occupy the apartment for a period in excess of one (1) year and provided further that the Association is informed of such lease and provided with a copy of any written lease agreement. After approval by the Board of Directors of the Association, as hereinafter provided in Section 11, entire apartments may be rented for a term in excess of one (1) year provided the occupancy is only by the lessee and its family, servants and guests. Units may not be leased for a term of three (3) months or less, unless said unit is owned by the Developer. The lease of an apartment shall not discharge the owner thereof from compliance with any of his obligations and duties as an apartment owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person or corporation occupying an apartment unit as a tenant to the same extent as against an apartment owner, including prohibiting children under sixteen (16) years of age from residing in the apartment or otherwise on condominium property, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws, and designating the Association as the apartment owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether oral or written, whether specifically expressed in such an agreement or not, and whether the lease was approved by the Association or not.

10.4 Nuisances. No nuisances shall be allowed to exist upon the condominium property, nor shall use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents be allowed. 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.

10.5 Antennas. No exterior antennas of any type shall be permitted or used upon the condominium property.

10.6 Regulations. Reasonable Regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Regulations and amendments thereto shall be furnished by the Association to all apartment owners and residents of the Condominium.

10.7 Developers Use. As otherwise provided herein, until such time as the Developer has completed all of the contemplated improvements and has sold all of the units contained within the condominium property, neither the unit owners nor the Association, nor their use of the condominium property, shall interfere with the completion of the contemplated improvements or sale of said units. The Developer may make such use of the unsold units and the common elements as may facilitate such completion and sale including, but not limited to, maintenance of a sales office, display of sales signs, leasing said units and showing the units for sale to prospective purchasers. Until completion and sale of all the units by the Developer, no "For Sale" or "Lease" sign may be displayed upon the condominium property without the consent of the Developer.

11. Maintenance of Community Interests. In order to maintain a community of congenial residents and thus protect the value of the apartments and in order to assure the financial ability of each apartment owner to pay assessments made against him, the transfer of apartments by any owner other than the Developer shall be subject to the following provisions so long as the Condominium exists, which provisions each owner covenants to observe.

11.1 Transfers Subject to Approval.

(a) Sale - No apartment owner may dispose of an apartment or any interest therein by sale without approval of the Association.

(b) Lease. No apartment owner may dispose of an apartment or any interest therein by lease for a term in excess of one (1) year without approval of the Board of Directors of the Association. No lease may be made, except by the Developer, for a term of three (3) months or less.

11.2 Approval by Association. The approval of the Association which is required for the transfer of ownership of apartments shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale - An apartment owner intending to make a bona fide sale of his apartment or any interest therein shall give to the Association notice, in writing, of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the apartment owner's option may include a demand by the apartment owner that the Association furnish a purchaser if the proposed purchaser is not approved; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

(2) Lease - An apartment owner intending to make a bona fide lease of his apartment or any interest therein for a term in excess of one (1) year, shall give to the Association notice, in writing, of such intention, together with the name and address of the intended lessee, and such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease.

(3) Failure to Give Notice - If the Notice required by the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of an apartment, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it has received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale - If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, delivered to the apartment owner and shall be recorded in the Public Records of Seminole County, Florida, by such owner.

(2) Lease - If the proposed transaction is a lease for a term in excess of one (1) year, then within thirty (30) days after receipt of written notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the Board of Directors of the Association, in non-recordable form, and delivered to the apartment owner. In the event the proposed transaction is a lease for a lesser term, then the approval of the Association or its managing agent need not be in writing.

(c) Approval of Corporate Owner or Purchaser.  
Inasmuch as the Condominium may be used only for residential pur-

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poses and a corporation cannot occupy an apartment for such use, if the apartment owner or purchaser of an apartment is a corporation, the approval of ownership by the corporation may be conditioned by requiring that all persons occupying the apartment be also approved by the Association.

11.3 Disapproval By Association. If the Association shall disapprove a transfer of ownership of an apartment, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale, then the Association shall within the thirty (30) day period provided in Section 11.2(b)(1) notify the apartment owner of the disapproval and enter into a contract with the apartment owner under the same terms and conditions as those of the proposed sale which was disapproved by the Association.

(b) If the Association shall fail to purchase in the manner provided, or if the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(c) Lease. If the proposed transaction is a lease, the apartment owner shall be advised of the disapproval in writing, and the lease shall not be made.

11.4 Mortgage. No apartment owner may mortgage his apartment nor any interest therein without the approval of the Association except to a bank, life insurance company, savings and loan association, institutional mortgagee, the Developer or the successors in title to the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

The term "institutional mortgagee" as used in this Declaration shall mean a bank, savings and loan association, insurance company or union pension fund authorized to do business in the State of Florida or an agency of the United States Government, or the holder of any mortgage insured by any agency of the United States Government, such as Federal National Mortgage Association, FHLMC, Federal Housing Authority or the Veterans' Administration. Where an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee.

11.5 Exceptions. The foregoing provisions of Section 11 (Maintenance of Community Interests) and each subpart of Section 11 shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, or other institutional first mortgagee which acquired its title as the result of owning a mortgage upon the apartment concerned, and this shall be so whether the title is acquired by deed or assignment from the mortgagor or his successor in title in lieu of foreclosure or through foreclosure proceedings or any other manner of obtaining title by virtue of the remedies provided first mortgagee in its mortgage; nor shall such provisions apply to a transfer, sale or lease of a unit by a bank, life insurance company, savings and loan association, or other institutional first mortgagee, which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the Developer; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law such as, but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

11.6 Separation of Interests. A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space appurtenant to it, if any, and no parking space may be leased separate from the apartment to which it is appurtenant.

11.7 Unauthorized Transactions. Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

11.8 Notice of Lien or Suit.

(a) Notice of Lien. An apartment owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(b) Notice of Suit. An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within five (5) days after the apartment owner received knowledge thereof.

(c) Failure to Comply. Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

12. Purchase of Apartments by Association. The Association shall have the power to purchase apartments, subject to the following provisions:

12.1 Decision. The decision of the Association to purchase an apartment shall be made by its Directors, without approval of its membership except as elsewhere provided in this section.

12.2 Limitation. If at any one time the Association becomes the owner or agreed purchaser of three (3) or more apartments, it may not purchase any additional apartments without the prior written approval of two-thirds (2/3) of the members eligible to vote thereon. A member whose apartment is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to apartments to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

13. Compliance and Default. Each apartment owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, and Management Agreement, and said documents as they may be amended from time to time. Failure of the apartment owner to comply therewith shall entitle the Association or other apartment owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:

13.1 Enforcement. The Association and Manager are hereby empowered to enforce this Declaration and the By-Laws and Rules and Regulations of the Association.

13.2 Negligence. An apartment owner shall be liable for the expense or any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such

expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of an apartment or its appurtenances, or of the common elements or of the limited common elements.

13.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of an apartment owner to comply with the terms of the Declaration, By-Laws, Management Agreement and Rules and Regulations adopted pursuant thereto, and said documents 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, provided no attorneys' fees may be recovered against the Association in any such action.

13.4 No Waiver of Rights. The failure of the Developer, or the Association, or any apartment owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

14. Amendments. Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

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

14.2 Resolution. An amendment may be proposed by either the Board of Directors or by two-thirds (2/3) of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and two-thirds (2/3) of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, delivered to the Secretary before such meetings.

14.3 Agreement. In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of apartments in the Condominium in the manner required for the execution of a deed, and such amendments shall be effective when recorded in the Public Records of Seminole County, Florida.

14.4 Exception. Anything herein to the contrary notwithstanding, for so long as the Developer shall hold fee simple title to any apartment, the Developer may amend this Declaration of Condominium including, but not limited to, an amendment that will combine two or more apartments owned by Developer, or any amendment required by a governmental agency or an institutional mortgagee willing to make or purchase permanent mortgage loans secured by apartments, by recording such amendment in the Public Records of Seminole County, Florida, and such amendment shall be effective without the necessity of a meeting of the unit owners or the approval and joinder of any apartment owner, or the joinder of the owner and holder of any lien thereon. Provided, such amendment shall not increase the number of condominium units nor alter the boundaries of the common elements beyond the extent provided for under the provisions of Section 3 hereof, nor shall such amendment adversely affect the lien or priority of any institutional first mortgage recorded prior to the amendment.

14.5 Proviso. Provided, however, that no amendment shall discriminate against any apartment owner nor against any apartment or class or group of apartment owners or apartments unless the apartment owners so affected and their first mortgagees shall consent. Any amendment which shall change any apart-

ment or the share in the common elements, and other of its appurtenances or increase the owner's share of the common expenses shall require approval in writing of two-thirds (2/3) of the unit owners other than the Developer and shall further require written approval by the owner of the apartment concerned and written approval of all of the first mortgagees of the apartments affected, said approval to be evidenced by joinder in the execution of the amendment. An amendment of this Declaration shall not make any change in Sections 8 or 9 unless the record owners of all mortgages upon apartments in the Condominium shall join in the execution of the amendment. Unless all of the mortgagees, and two-thirds (2/3) of the owners other than the Developer have given their prior written approval, the Association shall not by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause. Further, no amendment shall make any change in any provision herein relating specifically to the Developer (including, but not limited to, Sections 3.3(d), 3.2(a), 4.3, 10.7, 11.5 and 14.4 and this section) without Developer's written consent and joinder in the execution of said amendment.

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

15. Termination. The Condominium may be terminated or abandoned in the following manner:

15.1 Agreement. The Condominium may be terminated or abandoned at any time by approval, in writing, of all of the owners of the Condominium and by all record owners of mortgages upon apartments therein.

15.2 Total Destruction of the Apartment Building. If all of the apartment building as a result of common casualty, be damaged within the meaning of Section 9.1(b)(2) and it not be decided as therein provided that such buildings shall be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The owners of the common elements shall thereupon be the owners, as tenants in common, of the condominium property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements.

15.3 General Provisions. Upon termination of the Condominium, the mortgagee and lienor of an apartment owner who shall thereby become tenants in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Seminole County, Florida.

15.4 Amendment. This section concerning termination cannot be amended without consent of all apartment owners and of all record owners of mortgages upon the apartments.

16. Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the By-Laws, the Rules and Regulations of the Association, and

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any Exhibits attached hereto, shall not affect the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

Signed, sealed and delivered  
in the presence of:

*Christopher P. Lanz*  
*Christopher P. Lanz*  
*Arthur Loring*  
*Arthur Loring*  
*Nancy K. Leon*  
*Nancy K. Leon*

EQUITY REALTY, INC., a Florida corporation

By: *George Ulker*, President  
Attest: *M. Arthur Loring*, Asst. Secretary

(CORPORATE SEAL)

STATE OF

COUNTY OF

BEFORE ME, the undersigned authority, personally appeared C. Arthur Loring and *George Ulker*, to me known to be the Secretary and President of EQUITY REALTY, INC., who acknowledged before me that they as officers of said corporation, executed this Declaration on behalf of EQUITY REALTY, INC., and affixed the seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 12 day of May 1981.

*Christopher P. Lanz*  
NOTARY PUBLIC

My Commission Expires:

7/24/83

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S. L. LANGE CO. FL  
NOTARY PUBLIC

EXHIBIT "A"

CERTIFICATE OF SURVEYOR

CERTIFICATE OF SURVEYOR made this 15<sup>th</sup> day of May,  
1981.

I, WESLEY E. BLOUNT, of Orlando, Florida, certify as follows:

1. I am a surveyor authorized to practice in the State of Florida.
2. This Certificate is made to Destiny Springs, a Condominium, located at 930 Lake Destiny Road, Altamonte Springs, Florida, and in compliance with Section 718.104(4)(e), Florida Statutes.
3. The construction of the improvements described is substantially complete so that the description of the improvements as shown in the condominium plots plans, which is described in Book, Pages \_\_\_\_\_ through \_\_\_\_\_, Public Records of Seminole County, Florida, and attached to the Declaration of Condominium as Exhibit "B", together with the provisions of the Declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements and that the identification, location, and dimensions of the common elements and of each unit can be determined from these materials.

  
WESLEY E. BLOUNT  
Florida Registration No. 2700  
State of Florida

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EXHIBIT A

**CONSENT OF MORTGAGEE**

FLORIDA FIRST SERVICE CORPORATION (hereinafter referred to as the "Mortgagee"), consents to development of a condominium by the developer/owner, EQUITY REALTY, INC., a Florida corporation, as set forth in the DECLARATION OF CONDOMINIUM OF DESTINY SPRINGS, a Condominium, located in Altamonte Springs, Florida, but such consent is entered into by Mortgagee without recourse or warranty, whether of title or otherwise; without assuming any obligation whatsoever of the Owner; and reserving to Mortgagee all of its rights and remedies as granted under the Mortgage given by SAMUEL ZELL, AS TRUSTEE to FLORIDA FIRST SERVICE CORPORATION dated April 21, 1980, and recorded in O.R. Book 1276, Page 56, of the Public Records of Seminole County, Florida, held by Mortgagee on the land and improvements lying and being in Seminole County, Florida, being more particularly described in the Mortgage referred above, and under the Note secured by said Mortgage and other loan documents executed in connection with said Mortgage.

Dated this 19th day of May, 1981.

ATTEST:

FLORIDA FIRST SERVICE CORPORATION

BY: Steve Miller  
Sr. Vice President

Signed, sealed and delivered  
in the presence of:

STATE OF FLORIDA )  
COUNTY OF PINELAS )  
SS:

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Gerald E. Metko and Clarice Williamson well known to me to be the Sr. Vice President and Treasurer respectively of the corporation named as mortgagee in the foregoing Consent of Mortgage, 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.

WITNESS my hand and official seal in the County and State  
last aforesaid this 19th day of May, 1981.

My Commission expires: 7/2/83

Notary Public - State of Florida

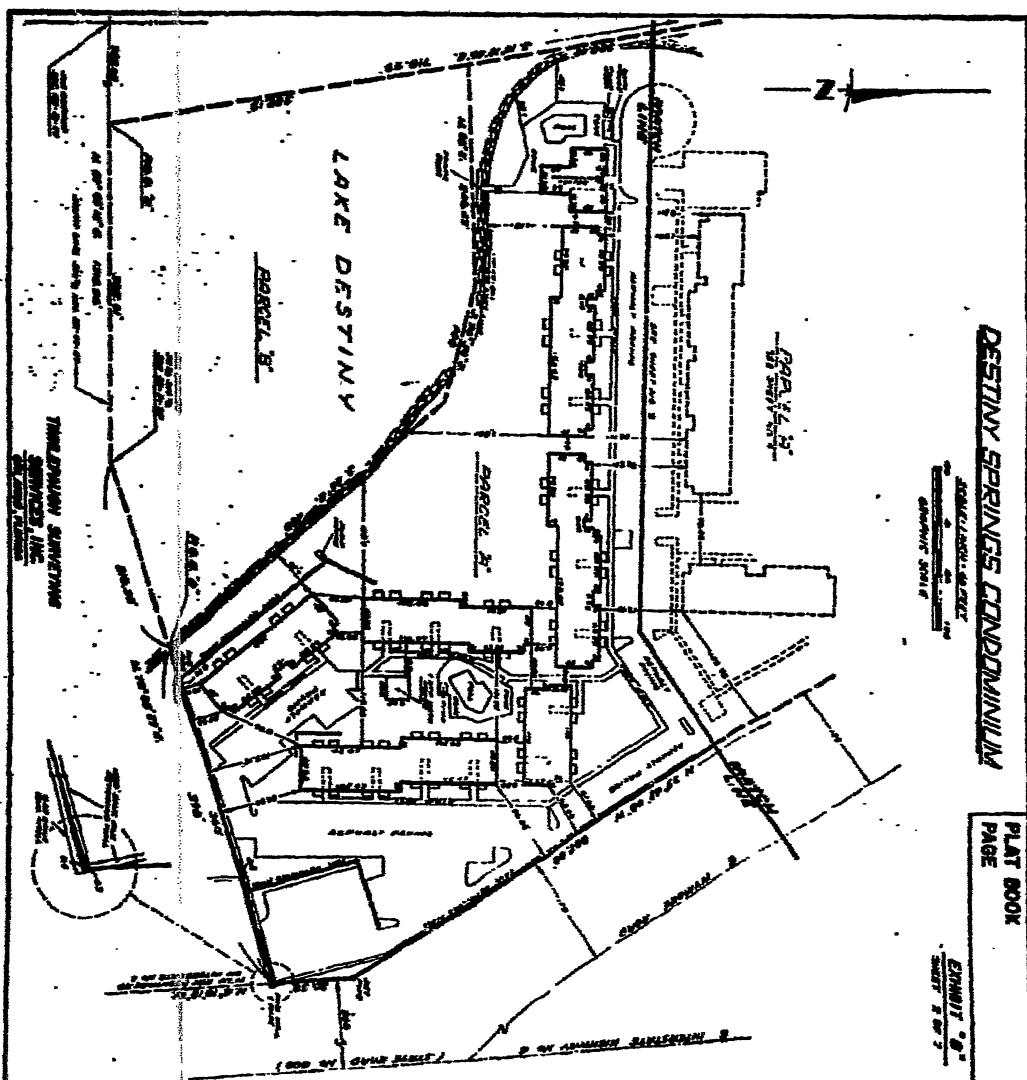
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OFFICIAL RECORDS  
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1110 FL.

LEGIBILITY UNSATISFACTION  
FOR MICROFILMING

DESTINY SPRINGS CONDOMINIUM  
ASSOCIATION INC.

PLAT BOOK  
PAGE  
EIGHT "8"



OFFICIAL RECORD

1976

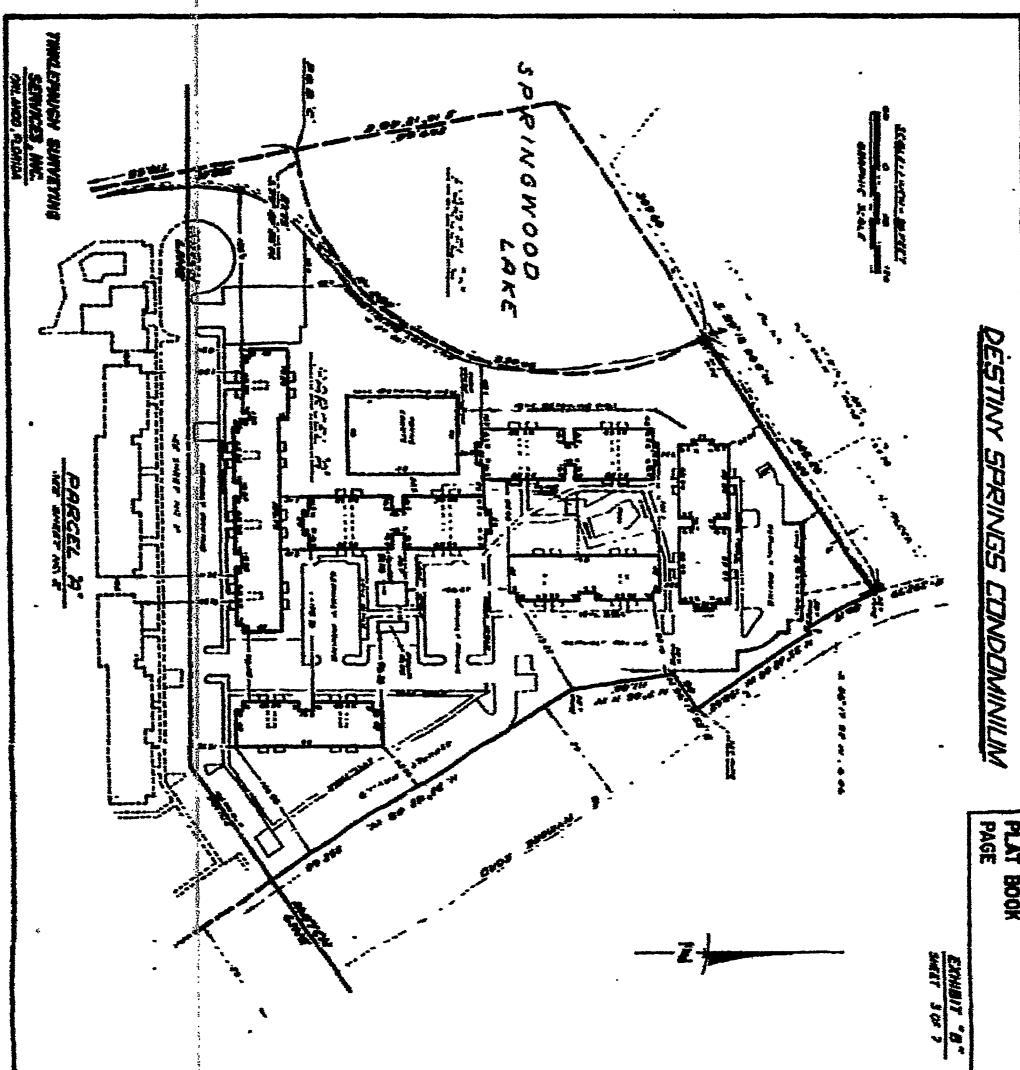
JUL 10, 1976

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OR MICROFILMING

DESTINY SPRINGS CONDOMINIUM

PLAT BOOK  
PAGE

EXHIBIT "B"  
SHEET 3 OF 7



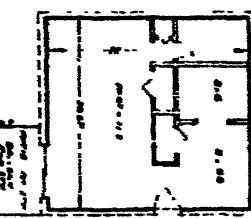
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SERVICES, INC.  
ORLANDO, FLORIDA

OFFICIAL RECORD  
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SEAL OF THE FL.

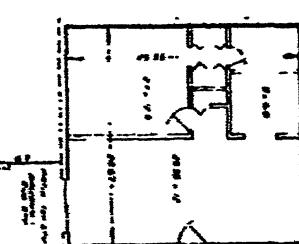
DESTINY SPRINGS CONDOMINIUM

PLAT BOOK  
PAGE

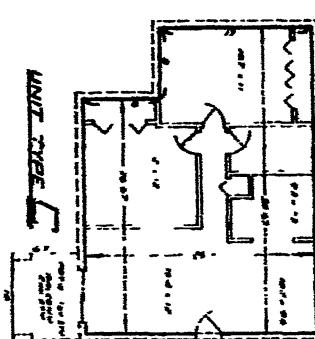
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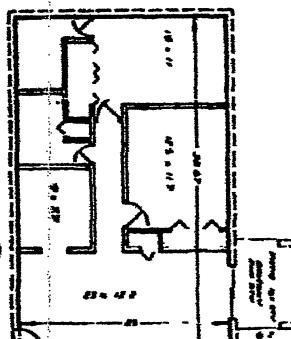
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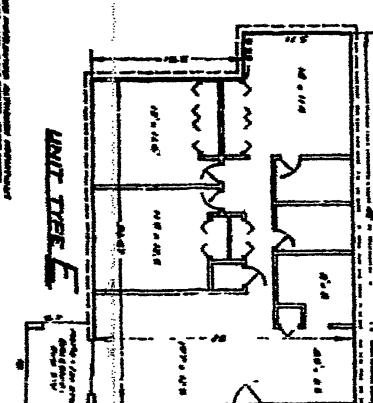
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UNIT TYPE C



UNIT TYPE D



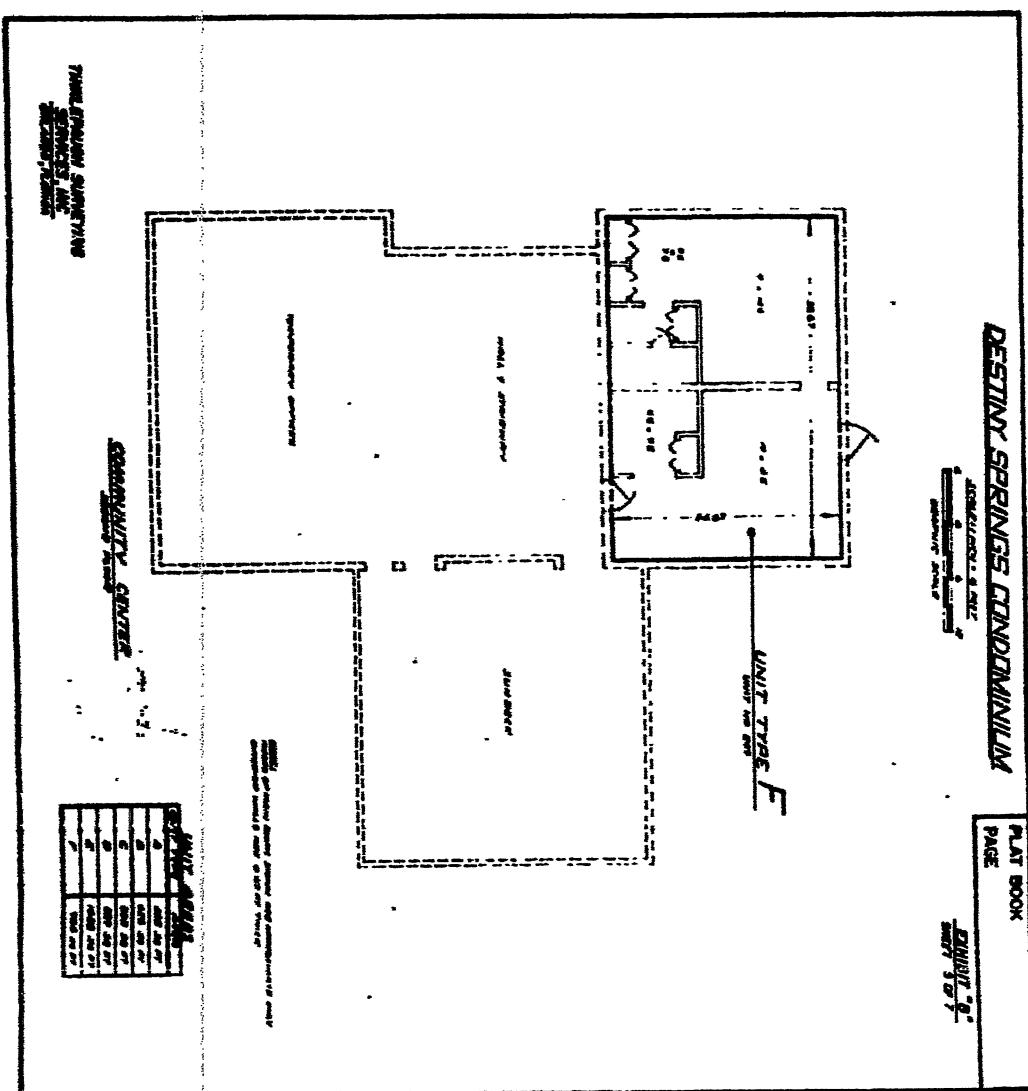
UNIT TYPE E

TRAILER SURVEY  
SERVICES, INC.  
© 1980

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DESTINY SPRINGS GINGERMILK

PLAY BOOK  
PAGE



Official Record

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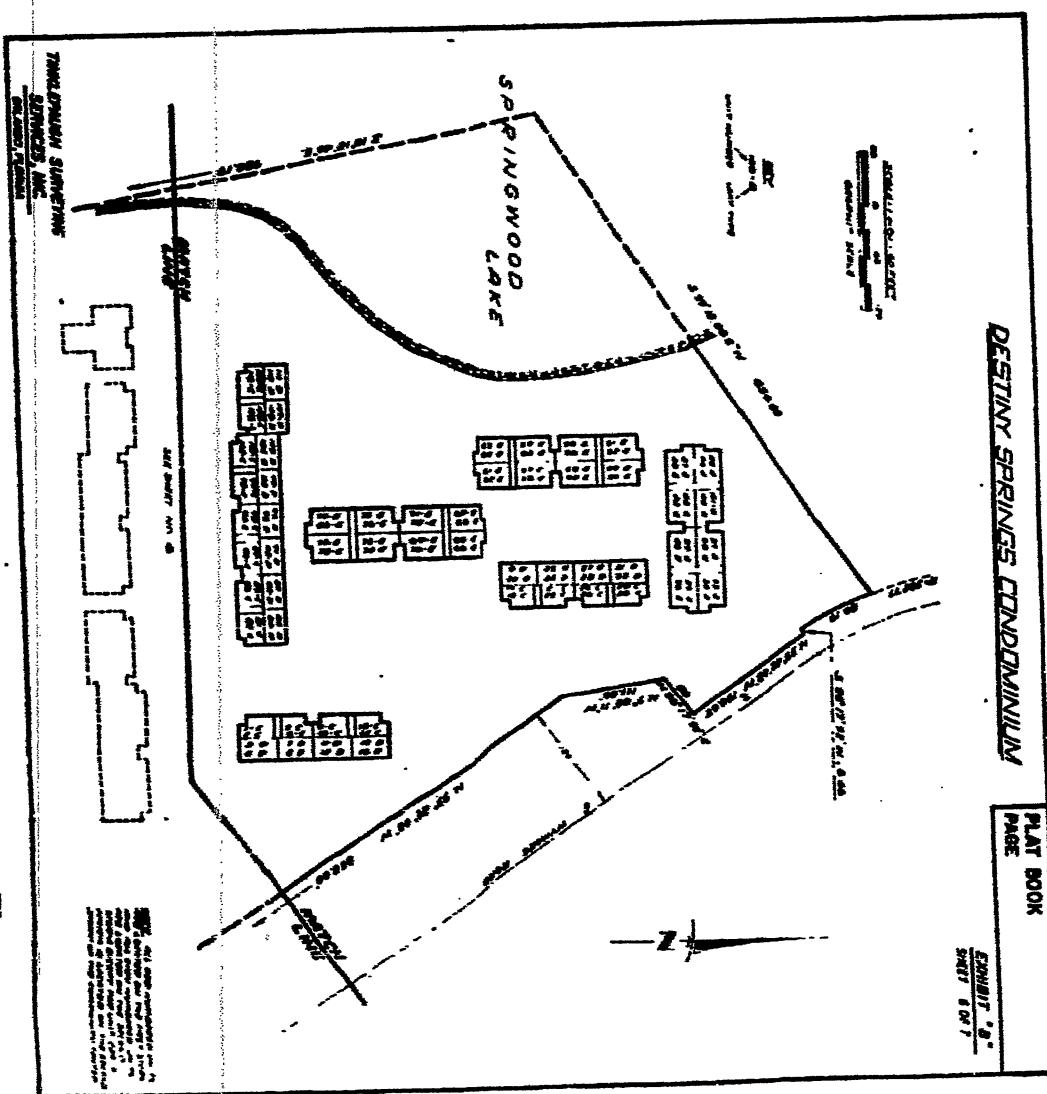
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LEGIBILITY UNSATISFACTORY  
FOR MICROFILMING

DESTINY SPRINGS CONDOMINIUM

PLAT BOOK  
PAGE

EXHIBIT "B"  
SHEET 6 OF 7



THOMAS SURVEY  
SERVICES, INC.

OFFICIAL RECORDS

1927 1920

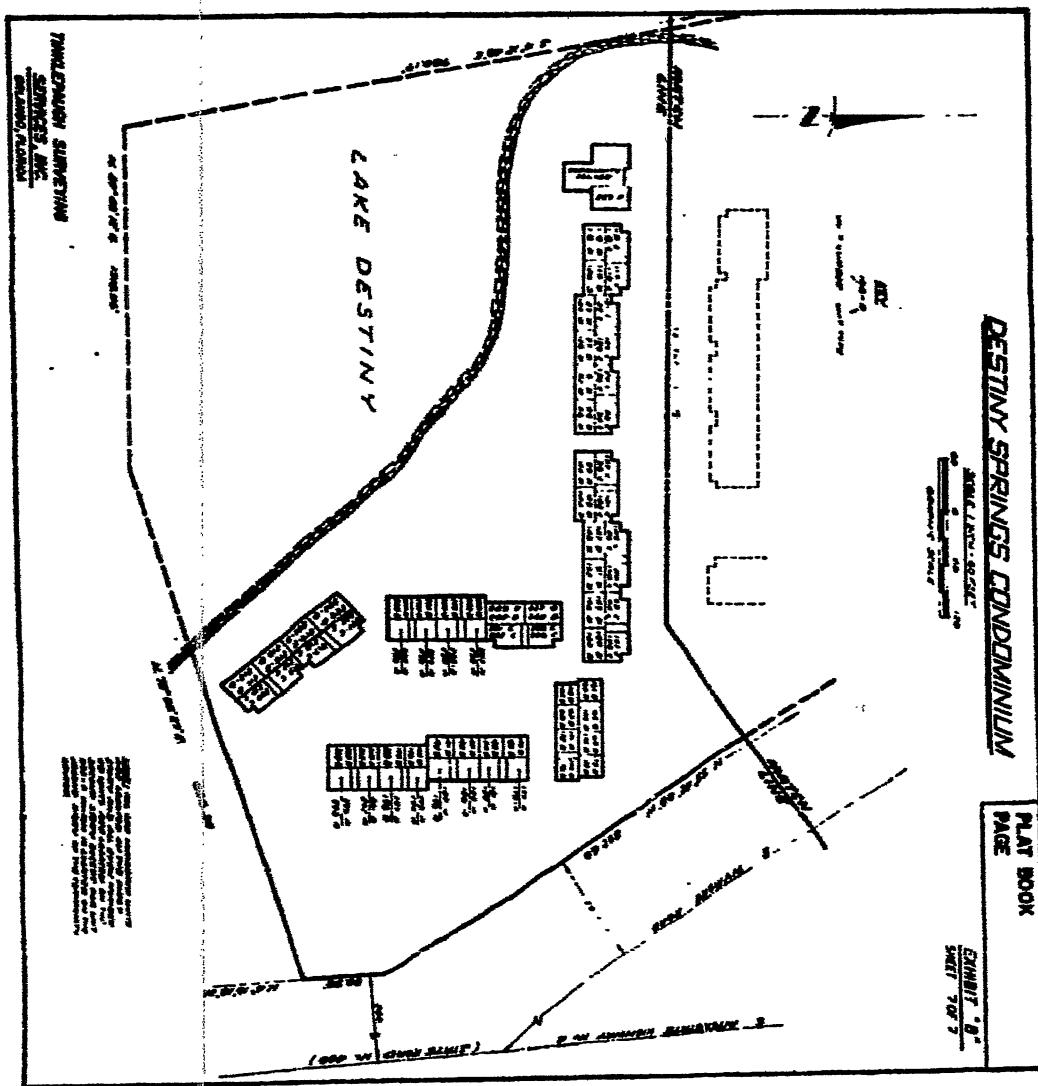
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FOR RECORDING

DESTINY SPRINGS CONDOMINIUM

PLAT BOOK  
PAGE

SECTION 8  
LOT 7



**FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM.**

OF

## DESTINY SPRINGS, A CONDOMINIUM

This First Amendment to Declaration of Condominium of  
Destiny Springs, a Condominium made this 4 day of June  
1981, by Equity Realty, Inc., a Florida corporation, hereinafter  
call the "Developer."

W I T N E S S E T H:

WHEREAS, the Developer made and entered into a certain Declaration of Condominium of Destiny Springs, a Condominium, dated the 12th day of May, 1981, and recorded the 21st day of May, 1981, at O.R. Book 1337, Page 1890 et seq., Public Records of Seminole County, Florida (herein called the "Declaration"); and

WHEREAS, Section 1.2 of said Declaration, describing the land submitted to the condominium form of ownership, contains an error in the description of "the land"; and

WHEREAS, the Developer desires to amend the Declaration to correct such error;

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. The description of "the land" set out in Section 1.2 of the Declaration is hereby amended by substituting therefore the description contained in Exhibit B attached to and incorporated in said Declaration.

2. All reference to "the land" contained in the Declaration is hereby amended to refer to the correct description of "the land" as set forth above.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed in its name, the day and year first above written.

Signed, sealed and  
delivered in the presence  
of:

~~EQUITY REALTY INC.~~

By: Frank Goddard  
Frank Goddard  
Senior Vice President

STATE OF CONNECTICUT }  
COUNTY OF Hartford }

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments personally appeared Frank Goddard well known to me to be the Senior Vice President of the corporation named in the foregoing instrument, and that he acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in him by said corporation.

WITNESS my hand and official seal in the County and State  
last aforesaid this 4 day of June 1981.

Prepared By: Sohn Simola, P.E.  
Marjorie, Vayatis & Wells, P.A.  
P. O. Box 623  
Orlando, Florida 32802

## My Generation: Feminism

100

A circular notary seal for the State of Connecticut. The outer ring contains the text "NOTARY PUBLIC" at the top and "CONNECTICUT" at the bottom, separated by a horizontal line. The inner circle contains the text "THE STATE OF CONNECTICUT" at the top and "NOTARY PUBLIC" at the bottom, also separated by a horizontal line.

OFFICIAL RECORDS  
BOOK PAGE

1340 1648

SEMINOLE CO. FL.

"THE LAND"

PARCEL "A"

From the Southwest corner of Section 23, Township 21 South, Range 29 East, Seminole County, Florida, run N 45°48'12" E, 1318.90 feet to the Southwest corner of the Southeast 1/4 of the Northwest 1/4 of said Section 23, thence run N 73°05'27" E, 216.36 feet for a Point of Beginning; thence continue N 73°05'27" E, 380 feet to the Westerly Right-of-Way line of Frontage Road on Interstate Highway No. 4; thence run N 43°10'10" W along said Right-of-Way 89.38 feet; thence run N 33°42'08" W, 852.60 feet; thence run N 7°08'11" W, 111.80 feet; thence run N 36°17'52" E, 50 feet to the Westerly Right-of-Way line of Wymore Road; thence run N 17°42'00" W along said Westerly Right-of-Way, 150.62 feet; thence run S 56°17'52" E, 6.06 feet; thence run Northeasterly along a curve concave Northeasterly, having a radius of 352.77 feet, a central angle of 13°01'25", an arc distance of 80.18 feet; thence run S 59°18'00.5" W along a line parallel with a 10 foot perpendicular to the Southeasterly line of Lot 5, Block C, SPRING LAKE HILLS, according to the plat thereof as recorded in Plat Book 15, pages 73 and 74, of the Public Records of Seminole County, Florida, a distance of 345.20 feet; thence run Southwesterly along a curve concave Northwesterly having a radius of 280 feet, a central angle of 110°29'19.5", an arc length of 339.95 feet; thence run S 79°47'26" W, 27.73 feet; thence run S 10°12'40" E, 328.42 feet; thence run S 00° E, 246.43 feet; thence run S 76°30' E, 140 feet; thence run S 04° E, 466 feet to the Point of Beginning.

LEGIBILITY UNSATISFACTORY  
FOR MICROFILMING

PARCEL "B"

From the Southwest corner of Section 23, Township 21 South, Range 29 East, Seminole County, Florida, run North 59°48'12" East along the South line of the Southwest 1/4 of said Section 23, a distance of 933.05 feet for a Point of Beginning; thence continue North 59°48'12" East, 385.51 feet to the Southwest corner of the Southeast 1/4 of said Southwest 1/4; thence run North 73°05'27" East 216.36 feet; thence run North 45° West, 466 feet, thence run North 76°30' West, 140 feet; thence run South 00° West, 246.43 feet, thence run South 10°12'40" East, 382.13 feet to the Point of Beginning.

PARCEL "C"

From the Southwest corner of Section 23, Township 21 South, Range 29 East, Seminole County, Florida, run North 59°48'12" East along the South line of the Southwest 1/4 of said Section 23, a distance of 933.05 feet; thence run North 10°12'40" West, 718.35 feet for a Point of Beginning; thence run North 79°47'20" East 27.73 feet; thence run Northeasterly along a curve concave Northeasterly, having a radius of 280 feet, a central angle of 110°29'19.5", an arc length of 339.95 feet to a point 10 feet South 30°41'39.5" East from the South line of Lot 6, Block "C", SPRING LAKE HILLS, according to the plat thereof as recorded in Plat Book 15, pages 73 and 74, of the Public Records of Seminole County, Florida; thence run South 59°18'00.5" West parallel with said South line, 309.60 feet; thence run South 10°12'40" East, 269.64 feet to the Point of Beginning.

JUN 9 1921 AM '01  
R. J. C. / 1921  
10:50 AM '01

0.11129

1/250  
CERTIFICATE OF AMENDMENT TO THE DECLARATION OF  
CONDOMINIUM OF DESTINY SPRINGS,  
A CONDOMINIUM, BY AMENDING THE DECLARATION OF  
CONDOMINIUM AND BY AMENDING THE ARTICLES  
OF INCORPORATION OF  
DESTINY SPRINGS CONDOMINIUM ASSOCIATION, INC.

THIS IS TO CERTIFY THAT the attached writing is a  
true and correct copy of an amendment to the Declaration of  
Condominium of DESTINY SPRINGS, A CONDOMINIUM, and the  
ARTICLES OF INCORPORATION OF DESTINY SPRINGS CONDOMINIUM  
ASSOCIATION, INC., as recorded in Official Records Book  
1337, Page 1890, of the Public Records of Seminole County,  
Florida, which Amendments were duly adopted pursuant to the  
Declaration of Condominium, the Articles of Incorporation,  
the By-Laws and Chapter 718, Florida Statutes.

OFFICIAL RECORDS  
BOOK PAGE  
1337 1890 0641  
SEMINOLE CO. FL.

EXECUTED on this 25<sup>th</sup> day of July, 1987.

ATTEST:

*Charles A. Davis Jr.*  
Secretary

DESTINY SPRINGS CONDOMINIUM  
ASSOCIATION, INC.

*Charles A. Davis Jr.*  
BY: Charles A. Davis Jr., President

Signed, sealed and delivered  
in the presence of:

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

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 Mike Edwards,  
and Charles Davis, as President and Secretary respectively  
of the corporation named in the foregoing Certificate,  
and that they severally acknowledged executing the same in  
the presence of two subscribing witnesses freely and  
voluntarily under the authority duly vested in them by said  
corporation.

DAVID H. SERRIEN  
CLERK OF SEMINOLE COUNTY  
SEMINOLE CO., FL.

442653  
REC'D SEP 29 PM 2:06

REC'D SEP 29 PM 2:06

WITNESS my hand and official seal in the County and  
State aforesaid this 25<sup>th</sup> day of July, 1987.

This instrument prepared by:  
Sentry Management  
Trish Cooper  
1009 Maitland Center Common  
Suite 203  
Maitland, Fl. 32751

*Patricia J. Cooper*  
Notary Public

My Commission Expires:

Notary Public State of Florida  
My Commission Expires Sept. 18, 1998  
Bank of America National Ass. Co.

1. Section 14.2 "Resolution" of Article 14  
"Amendments" of the Declaration of Condominium of Destiny  
Springs, a Condominium, is hereby amended to read as  
follows:

14.2 RESOLUTION: An amendment may be  
proposed by either the Board of Directors or  
by two-thirds (2/3) a majority of the  
members of the Association. A resolution  
adopting a proposed amendment must bear the  
approval of not less than a majority of the  
Board of Directors and two-thirds (2/3)  
a majority of the members of the Association.  
Directors and members not present at the meeting  
considering the amendment may express their  
approval, in writing, delivered to the Secretary  
before such meetings.

Strike items indicated deletions and underlines indicate  
additions to present text.

2. Section 10.2 of Article X "Amendments" of the  
Declaration of Condominium of Destiny Springs, a Condo-  
minium, is hereby amended to read as follows:

10.2 A resolution for the adoption of a  
proposed amendment may be proposed either  
by the Board of Directors or by two-thirds  
(2/3) a majority of the members of the  
Association. Directors and members not  
present in person or by proxy at the meeting  
to consider the amendment may express their  
approval in writing, provided such approval  
is delivered to the Secretary prior to such  
meeting. A resolution adopting a proposed  
amendment must bear the approval of not  
less than a majority of the Board of Directors  
and not less than two-thirds (2/3) a majority  
of the members of the Association.

Strike items indicated deletions and underlines indicate  
additions to present text.

1891 0642  
SEMINOLE CO. FL.  
BOOK PAGE

ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION  
OF DESTINY SPRINGS CONDOMINIUM ASSOCIATION, INC.

1. Section 10.2 of Article X of the Articles of Incorporation of DESTINY SPRINGS CONDOMINIUM ASSOCIATION, INC., is hereby amended to read as follows:

ARTICLE X

AMENDMENTS

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

\* \* \* \* \*

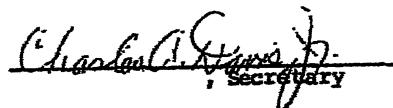
10.2 A resolution for the adoption of a proposed amendment may be proposed either by the Board of Directors or by a majority of the members of the Association. Directors and members not present in person or by proxy at the meeting to consider the amendment may express their approval in writing, provided such approval is delivered to the Secretary prior to such meeting. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and not less than a majority of the members of the Association.

2. The foregoing amendment was adopted by the members of this corporation on July 18, 1987.

IN WITNESS WHEREOF, the undersigned President and Secretary of this corporation have executed these Articles of Amendment on August 25, 1987.

DESTINY SPRINGS CONDOMINIUM  
ASSOCIATION, INC.

  
, President

  
, Secretary

OFFICIAL RECORD  
BOOK PAGE

1891 0643  
SEMINOLE CO. FL.

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 Mike Edwards and Mark Davis, well known to me to be the President and Secretary, respectively, of the corporation named above, and that they acknowledged executing this document freely and voluntarily under the authority duly vested in them by said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 21st day of September, 1987.

Notary Public

My Commission Expires

Notary Public State of Florida  
My Commission Expires Sept. 18, 1991  
Bonds - By Iowa National Ins. Co.

18910644  
SEMINOLE CO., FL.  
OFFICIAL RECORDS PAGE  
BOOK

Prepared by & Return to:

Paul L. Wean, Esquire  
WEAN & MALCHOW, INC.  
646 East Colonial Drive  
Orlando, FL 32803  
(407) 966-7780

WYTHE WORSE, CLERK OF CIRCUIT COURT  
SEMINOLE COUNTY  
BK 05170 PGS 0924-0931  
CLERK'S # 2004000710  
RECEIVED 11/18/2004 11:17:17 AM  
RECORDED FEES 37.00  
RECORDED BY L McNamee

**CERTIFICATE OF APPROVAL OF  
PROPOSED AMENDMENT TO THE DECLARATION OF CONDOMINIUM  
OF DESTINY SPRINGS, A CONDOMINIUM**

WHEREAS, the Board of Directors determined that an amendment to the Condominium's Declaration is necessary to afford the Association flexibility in the preservation of the values and welfare of members of the condominium; and

WHEREAS, Articles 14.2 of the Declaration, 5.1(b) and 10.2 of the Articles specifically allow the Declaration to be amended by written approvals, and

WHEREAS, Article 10.2 of the Declaration provides that amendments to the Declaration must be adopted by the concurrence of a majority of the members, and

WHEREAS, the Association approved, by written consent of the members, the certain amendment to the Declaration attached hereto, which received the consent of a majority of the members between October 24, 2003 and December 16, 2003, and

WHEREAS, the undersigned authorities hereby certify that the Association unit owner members and the Board of Directors have duly adopted the attached amendment to the Declaration of Condominium as originally recorded in the Public Records of Seminole County at Official Record Book 1337, Page 1890.

IN WITNESS WHEREOF, the undersigned officers certify that the attached amendment was duly adopted in accordance with the recitations contained herein this 30<sup>th</sup> day of December, 2003.

(Corporate Seal)

DESTINY SPRINGS  
CONDOMINIUM ASSOCIATION,  
INC.

*Joseph C. Green*, President  
928 Lake Destiny Drive  
Altamonte Springs FL 32714

*Merlene M. Green*, Secretary  
928 Lake Destiny Drive  
Altamonte Springs FL 32714

ATTEST:

STATE OF FLORIDA:  
COUNTY OF SEMINOLE:

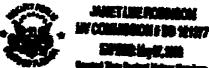
BEFORE ME, the undersigned authority, personally appeared JOSEPH M. CREAM, PRESIDENT, and FLORENCE MENOIS, SECRETARY, to me personally known and did take an oath, and acknowledged before me that they freely and voluntarily executed the same in such capacity, under authority vested in them.

WITNESS my hand and official seal in the State and County last aforesaid, this 23<sup>rd</sup> day of DECEMBER, 2003.

*Janet Lee Robinson*  
Notary Public, State of Florida at Large

Printed Name: JANET LEE ROBINSON

My commission expires:



such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the Developer; nor shall such provisions require the approval of a purchaser who acquires the title to an apartment at a duly advertised public sale with open bidding which is provided by law such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

**11.6 Separation of Interests.** A sale of an apartment shall include all of its appurtenances and appurtenances may not be sold separate from an apartment. A lease of an apartment shall include the parking space appurtenant to it, if any, and no parking space may be leased separate from the apartment to which it is appurtenant.

**11.7 Unauthorized Transactions.** Any sale, mortgage, or lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the association.

**11.8 Notice of Lien or Suit.**

(a) **Notice of Lien.** An apartment Owner shall give notice, in writing, to the Association of every lien upon his apartment other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of the lien.

(b) **Notice of suit.** An apartment owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his apartment, such notice to be given within, five (5) days after the apartment owner received knowledge thereof.

(c) **Failure to Comply.** Failure to comply with this subsection concerning liens will not affect the validity of any judicial suit.

\* \* \*

Prepared by: Paul L. Wean, Esquire  
Dated: July 22, 2003