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DECLARATION OF CONDOMINIUM
FOR STONEBRIDGE RESERVE,
A CONDOMINIUM

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DECLARATION OF CONDOMINIUM
FOR
STONEBRIDGE RESERVE,
A CONDOMINIUM

THIS DECLARATION OF CONDOMINIUM is made as of the 10th day of October, 2006 (the "Declaration") by PULTE HOME CORPORATION, a Michigan corporation, having a mailing address of 4901 Vineland Road, Suite 500, Orlando, FL 32811 (the "Developer"), for and on behalf of the Developer, its successor, assigns and grantees.

The Developer, being the owner of fee simple title of record to those certain lands located and situate in Orange County, Florida, being more particularly described in **Exhibit "A"** attached hereto, does hereby submit only the lands and improvements thereon designated as PHASE 3 to condominium ownership pursuant to the provisions of Chapter 718, of the Florida Statutes, hereinafter referred to as the "Condominium Act", as amended from time to time.

1. DEVELOPMENT PLAN

The name by which this condominium is to be identified is:

STONEBRIDGE RESERVE, A CONDOMINIUM.

1.1 This Condominium shall be developed in phases pursuant to Chapter 718.403, Florida Statutes, with Phase 3 consisting of the real property legally described and the units in the buildings and other improvements as shown on **Exhibit "A-3"** attached hereto, being submitted to the Condominium form of ownership by this Declaration. The Units in Phase 3 of this Condominium shall own a fractional, undivided interest in the Common Elements and be responsible for a fractional share of the Common Expenses of this Condominium as set forth in **Exhibit "B"** attached hereto.

1.2 The impact, if any, which the completion of subsequent phases would have upon the initial phase would be to increase the number of residents in the general area, decrease the percentage ownership per Unit of the Common Elements and percentage obligations of the Common Expenses and increase the size of Common Elements.

1.3 The remaining phases must be completed within seven (7) years of the date of the recording of this Declaration. In no event shall any phases be added or Units constructed seven (7) years after the date of recording of the first phase. All improvements in any subsequent phase must be substantially completed prior to annexation to the Condominium.

1.4 Should the Developer decide, in its sole and absolute discretion, to add any of the proposed additional phases to this Condominium pursuant to Section 718.403, Florida Statutes, then any such proposed additional phase shall consist of the real property legally described and the Units in the buildings and other improvements as shown on **Exhibits "A-1" through "A-3,"** exclusive of **"A-3,"** attached hereto, subject to the Developer's right to make non-material changes to said legal descriptions as set forth in paragraph 1.5 below. Phase 3 consists of forty (40) Units in one building. Phase 3 and the other Phases, if added, will consist of the number of Units as described in paragraph 1.5 below.

1.5 The number, minimum, maximum and general size of Units to be included in each phase is as follows:

(a) Phase 3 shall consist of one (1) building consisting of forty (40) Units, which contain a maximum of 1447 square feet and a minimum of 1112 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(b) Phase 2, if added to the Condominium, shall consist of one (1) building consisting of a maximum of forty (40) and a minimum of thirty-two (32) Units, which contain a maximum of 1447 square feet and a minimum of 1112 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(c) Phase 1, if added to the Condominium, shall consist of one (1) building consisting of a maximum of forty (40) and a minimum of thirty-two (32) Units, which contain a maximum of 1447 square feet and a minimum of 1112 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(d) Phase 5, if added to the Condominium, shall consist of one (1) building consisting of a maximum of forty (40) and a minimum of thirty-two (32) Units, which contain a maximum of 1447 square feet and a minimum of 1112 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(e) Phase 4, if added to the Condominium, shall consist of one (1) building consisting of a maximum of forty (40) and a minimum of thirty-two (32) Units, which contain a maximum of 1447 square feet and a minimum of 1112 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(f) Phase 6, if added to the Condominium, shall consist of one (1) building consisting of a maximum of forty (40) and a minimum of thirty-two (32) Units, which contain a maximum of 2097 square feet and a minimum of 1823 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(g) Phase 7, if added to the Condominium, shall consist of one (1) building consisting of a maximum of forty (40) and a minimum of thirty-two (32) Units, which contain a maximum of 2097 square feet and a minimum of 1823 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

(h) Phase 8, if added to the Condominium, shall consist of one (1) building consisting of a maximum of forty (40) and a minimum of thirty-two (32) Units, which contain a maximum of 2097 square feet and a minimum of 1823 square feet, a maximum of three (3) bedrooms and a minimum of two (2) bedrooms, and a maximum and minimum of two (2) bathrooms.

The style, elevations and layouts of the buildings which may be added to the Condominium may be substantially different from the other buildings in the Condominium. The Developer reserves the right to modify the plot plans for Phases 1 through 8, exclusive of 3, to allow the Developer the flexibility of varying the type and size of floor plans to be used in each of the buildings of Phase 1 through Phase 8, exclusive of 3, including but not limited to varying the type, style, location and size of the buildings in such Phases. The Developer specifically reserves the right to make non-material changes to the legal description of each Phase, provided, however, that those items that are required to be included in the original Declaration shall be approved in accordance with that Section.

Such buildings and Units may differ as follows:

- (i) Size of buildings and Units.
- (ii) Location and configuration of buildings.
- (iii) Elevations of lands and buildings.
- (iv) Design of buildings and Units.
- (v) Configuration of Units within buildings.
- (vi) Building materials.
- (vii) Height of buildings.
- (viii) Number of Units, number of Units per building and number of

- buildings.
- (ix) Location of easements.
- (x) Changes in parking and landscaped areas.
- (xi) Price.
- (xii) Number of bathrooms and bedrooms in Units.
- (xiii) Number of phases.
- (xiv) Unit type.
- (xv) Estimated completion date of each building provided the same complies with F.S. 718.403(1) (2005).

1.6 Each Unit's percentage ownership in the Common Elements shall be equal to all other Units. Each Unit shall own a percentage ownership in the Common Elements, Common Surpluses and obligation for Common Expenses, represented by a fraction, the numerator of which shall be one (1) and the denominator of which shall be the total number of Units declared to Condominium ownership in the Condominium, as set forth on **Exhibit "B"** attached hereto.

1.7 Each Unit is entitled to one (1) vote in the Association. The ownership in the Association attributable to each Unit would be that Unit's percentage ownership, as set forth in paragraph 1.6. If any phase or phases are not developed and added as part of this Condominium, said percentage shall remain as provided in paragraph 1.6 for the phases built and submitted to the condominium form of ownership. If one or more phases are not built, the Units which are built are entitled to one hundred percent (100%) of ownership of all the Common Elements within the phases actually developed and added as part of the Condominium.

1.8 The Developer shall notify Owners of existing Units of the decision not to add, one or more additional phases. Notice shall be by first class mail addressed to each Owner at the address of the Unit or at their last known address.

1.9 The Developer is not required to convey any additional land or facilities to the Condominium after the completion of the first phase, nor is the Developer obligated to construct the subsequent phases.

1.10 Time share estates shall not be a part of this Condominium.

1.11 During the construction of this Condominium and any additional phase, the Developer, except for Units which have been conveyed to a Unit Owner, shall have the right to use any portion of the Condominium Property, including the Common Elements, for the construction, marketing and sale of Units.

1.12 Additional Phases may be added to this Condominium by the execution of an amendment to this Declaration by the Developer only, and such amendment shall not require the execution or consent of any Unit Owners other than the Developer. Notwithstanding the numerical sequence of the Phases or any inference that can be drawn therefrom or from any other provision of this Declaration, Developer reserves the right to submit Phases to the Condominium Property in any sequence, provided, however, that there shall be submitted as a portion of the Common Elements, if necessary, an easement providing means of ingress and egress from and to any Phase which is submitted to the Condominium Property to and from public ways, including dedicated streets.

1.13 No additional Phases may be added to the existing Condominium without the prior written consent of HUD, VA and FNMA, if applicable. Such consent will not be withheld if the Phase to be added substantially conforms to a plan of expansion which has been fully described in this Declaration.

1.14 The Common Elements may not be subject to a lease between the Association and another party.

1.15 Notwithstanding any indications to the contrary herein contained, descriptions relating to Phases or Exhibits referred throughout this Declaration, including without limitation, legal, graphic, numerical, narrative, and the like, are approximations. To the fullest extent permitted by law, Developer reserves the right to change such descriptions as to a Phase by recording an amendment hereto until such time as Developer conveys a Unit in such Phase to a Unit Owner. Such an amendment shall not require the execution thereof by the Association, Institutional First Mortgagees or any other person, persons or entity unless: (i) Developer changes the proportion by which a Unit Owner, other than Developer, shares the Common Expenses and the Common Surplus or owns the Common Elements, in which event such Unit Owner whose share of Common Elements, Common Expenses, and Common Surplus is being so changed and the Institutional First Mortgagees of record holding mortgages on the affected Unit must consent in writing thereto; or (ii) such change materially and adversely affects a Unit Owner as determined by Developer in the reasonable discretion of Developer, in which event such Unit Owner and the Institutional First Mortgagee of record holding the mortgage on the affected Unit must consent thereto in writing or such amendment must be adopted in accordance with Section 16.3 hereof.

2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 All other definitions except as set forth herein shall be determined by the definitions set forth in Florida Statute 718.103 as written as of the date of recording of this Declaration.

2.2 Assessment means a share of the funds which are required for the payment of Common Expenses, which from time to time is assessed against the Unit Owner.

2.3 Association or Condominium Association means STONEBRIDGE RESERVE CONDOMINIUM ASSOCIATION, INC., a corporation not for profit, and its successors, and as further defined in Florida Statute §718.103(2) (2005).

2.4 Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members.

2.5 Board of Directors or Board means the Board of Directors or other representative body which is responsible for administration of the Association.

2.6 Bylaws mean the Bylaws of the Association as they exist from time to time.

2.7 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.8 Common Elements shall include:

(a) All of those items stated in the Condominium Act at Florida Statute §718.108 (2005).

(b) Tangible personal property deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.

(c) All Condominium Property not included in the Units, including but not limited to the mitigation areas and surface water management system.

(d) All those items declared Common Elements by the provisions of this Declaration.

2.9 Common Expenses shall include:

(a) Expenses of administration and management of the Association and of the Condominium Property.

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, and of the portions of Units to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.

(e) Any valid charge against the Condominium Property as a whole.

(f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Florida Statute 718.111 and Florida Statute 718.114 (2005).

In addition to the Common Expenses, the Condominium Association is obligated for the payment of the Master Expenses (as hereinafter defined). While the Master Expenses are not Common Expenses, for purposes of this Declaration, Master Expenses shall be assessed and collected in the same manner as Common Expenses, and the Condominium Association shall have such remedies for the failure of an Owner to pay its Master Expenses as exist for the failure of an Owner to pay its proportionate share of Common Expenses.

2.10 Common Surplus means the excess of all receipts of the Association collected on behalf of a Condominium (including, but not limited to, Assessments, rents, profits, and revenues on account of the Common Elements) over the Common Expenses.

2.11 Community Association means THE PROMENADES PROEPRTY OWNERS' ASSOCIATION, INC., a corporation not for profit, and its successors.

2.12 Community Declaration means Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Promenades, recorded in O.R. Book 7526 Page 4413, Public Records of Orange County, Florida, and all amendments thereto, which are made from time to time.

2.13 Condominium Parcel is a Unit, together with the undivided share in the Common Elements which is appurtenant to the Unit.

2.14 Condominium Property means the lands, leaseholds, and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

2.15 Conservation Area or Conservation Easement Areas shall mean and refer to all of such areas so designated upon the plat of any community within METROWEST or so described in the legal description of said property in **Exhibit "A"** attached hereto.

2.16 Developer means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a Condominium Unit who has acquired his Unit for his own occupancy.

2.17 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, and the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or any institution under the conservatorship or receivership of the Resolution Trust Corporation or Federal Deposit Insurance Corporation or any such affiliate who shall have a first mortgage on the Condominium Parcel.

2.18 Limited Common Elements means and includes those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein.

2.19 Master Association means METROWEST MASTER ASSOCIATION, INC., a corporation not for profit, and its successors or assigns.

2.20 Master Declaration means Master Declaration of Protective Covenants and Restrictions For MetroWest, recorded in O.R. Book 3759, Page 2756, Public Records of Orange County, Florida, and all amendments thereto, which are made from time to time.

2.21 Master Expenses shall mean and refer to any and all assessments, charges and/or sums payable by the Condominium Association to the Master Association pursuant to and in accordance with the Master Declaration. The Master Expenses are not Common Expenses.

2.22 Operation or Operation of the Condominium means and includes the administration and management of the Condominium Property.

2.23 Special Assessment shall mean and refer to any Assessment in addition to the annual Assessments authorized herein, levied by the Association, in any fiscal year, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto or for any other purposes authorized by this Declaration.

2.24 Specific Charge means any charge arising out of any expenses arising out of the provision by the Association of any maintenance, repair or replacement of any Common Elements, Limited Common Elements, any improvements owned or maintained by the Association or other Condominium Property, the maintenance, repair and replacement responsibility of which lies with an individual Owner or group of Owners, but less than all the Owners under the provisions of this Declaration. Specific Charges shall be levied by the Board of Directors and the amount and due date of such Specific Charge so levied by the Board shall be as specified by the Board.

2.25 Surface Water or Stormwater Management System means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.26 Unit means a part of the Condominium Property which is subject to exclusive ownership.

2.27 Unit Owner or Owner means the record owner of legal title to a Condominium Parcel.

2.28 Utility Services shall include but not be limited to electric power, gas, water, telephone, air conditioning, garbage and trash disposal, sewers, and cable television, together with all other public service and convenience facilities. Each Unit Owner shall be responsible for the payment of its telephone, electric, and cable services. Water and sewer service expenses will be paid by the Association and will be a Common Expense. Also, waste management expenses, including compactor leasing and waste disposal, will be paid by the Association and will be a Common Expense.

2.29 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Unit that is owned by more than one owner or by any entity.

2.30 Voting Interest means the voting rights distributed to the Association members pursuant to Florida Statute 718.104(4)(i) (2005).

3. EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following:

3.1 Exhibit "A" - The legal description of the land owned by the Developer and proposed to be included in the Condominium form of ownership and a plot plan of the land showing certain easements and a graphic description of the improvements in which Units are located which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

(a) Exhibit "A-3" - The legal description of the land described as Phase 3 and submitted by this Declaration to condominium form of ownership and a plot plan of the land showing certain easements and a graphic description of the improvements in which Units are located a which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

(b) Exhibit "A-1" through "A-8", exclusive of "A-3" - The legal descriptions for the balance of the phases which may be dedicated by subsequent amendments and identified as Phases 1 through Phase 8, exclusive of Phase 3, together with a plot plan of the land showing certain easements and a graphic description of the improvements in which Units are located which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

3.2 Exhibit "B" - The percentage ownership schedule of the Common Elements and Common Surplus and obligation for Common Expenses.

3.3 Exhibit "C" - The Articles of Incorporation of the Association.

3.4 Exhibit "D" - The Bylaws of the Association.

3.5 Exhibit "E" - South Florida Water Management District Permit.

3.6 Exhibit "F" - Joinder by the ALLIANCE, LLC, a Florida limited liability company

4. EASEMENTS AND RESERVATIONS

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, and the Association, its successors and assigns, as follows:

4.1 Utilities. Easements are reserved through the Condominium Property as may be required for utility service (including but not limited to cable television) in order to serve the specific Condominium

Property and Condominium Parcel; however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board and the affected Unit Owners.

4.2 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3 Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; 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.

4.4 Easements and Reservations for Developer for Ingress, Egress and Utilities. There is reserved in the Developer, its successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to condominium ownership hereunder for the benefit of the Developer, its successors and assigns. Such right to create and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit. Such use of the lands for utilities shall be established as five feet (5') on either side of the actual installed improvement. In addition, the Board by a vote of a majority of all of the Directors shall have the power and authority to move, grant, terminate or convey easements to appropriate authorities, entities or persons, public or private, for such utilities. There is reserved in the Developer the perpetual right of ingress and egress over all of the Condominium for any lawful purpose.

4.5 Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units. It is contemplated that the Developer will construct and market all Units. There is hereby reserved in the Developer, its successors and assigns, the right to use the Units and all Common Elements for the marketing, sale, and advertising of all Units constructed. This reservation is made notwithstanding the use restrictions set forth in Paragraph 12, and such reservation is intended insofar as the Developer, its successors and assigns, to be superior to such use restriction in Paragraph 12. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own Units held for sale to the public.

4.6 Easement through Interior Walls. The Association and adjoining Unit Owners shall have easements in and through all interior walls as necessary for the installation, maintenance and repair of pipes, wires and other conduits within said walls, as required to provide utilities services to Units in the Condominium. Any damage to a wall in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question.

4.7 Permits, Licenses and Easements over Common Elements. The Association shall have the right to grant permits, licenses and easements over the Common Elements for utilities, roads and other purposes necessary for the operation of the Condominium.

4.8 Easement for Access and Drainage over the Surface Water or Stormwater Management System. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of the Condominium Property

which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the South Florida Water Management District permit (the "SFWMD Permit") attached hereto and made a part hereof as **Exhibit "E."** Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the South Florida Water Management District. Such easements, dedications and restrictions may not be removed by subsequent Owners unless the grantee consents.

4.9 Master-Metered Water Usage. Each Owner understands that the water usage for their respective Unit will be metered by master meter(s) and that a public utility will determine water usage for all of the Condominium. No individual Unit will be sub-metered. Each Owner understands and agrees that by taking title to the Unit, the Owner agrees to pay a pro-rata share of the of water usage for all of the Condominium, regardless of the amount of water usage by the Owner of a particular Unit. The cost associated with such master-metered water usage shall be deemed part of the Common Expenses of the Association and each Owner shall pay an equal share of such costs. Owners will not receive an itemized bill covering water usage fees and there will be no method for prorating the costs of water usage to the Units.

5. UNIT BOUNDARIES

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

5.1 Upper and Lower Boundaries. The Upper and Lower Boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

- (a) Upper Boundaries - the horizontal plane of the unfinished lower surface of the ceiling.
- (b) Lower Boundaries - the horizontal plane of the unfinished upper surface of the floor of the Unit.

5.2 Boundaries Further Defined. The perimetrical boundaries of the Unit shall be the vertical planes established by the backside of the drywalls, and outer boundary of doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries; and where there is attached to the Unit a patio, lanai or screened porch and so designated on the plot plan, it shall not be considered a part of the Unit to which it is attached and shall be considered a Limited Common Element for the exclusive use of the Unit to which it is attached. Notwithstanding the above description of the upper and lower boundaries of the Unit, the boundaries of the Unit shall not include all of those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of the perimeter walls and floors, and those surfaces above the undecorated and/or inner surfaces of the ceilings of each Unit and, further, shall not include those spaces and improvements lying beneath the undecorated and/or unfinished inner surfaces of all interior bearing walls and/or bearing partitions and, further, shall exclude all pipes, ducts, wires, conduit, and other facilities running through any interior wall or partition for utility services to other Units and/or for Common Elements. No part of the interior non-boundary walls within a Unit shall be considered a boundary of the Unit.

5.3 Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials.

5.4 Exceptions and Conflicts. In the case of any conflict between the boundaries of the Unit as above described and the dimensions of the Unit shown on **Exhibit "A-1" – "A-8"** the above provisions describing the boundary of a Unit shall control, it being the intention of this Declaration that the actual as-built boundaries of the Unit as above described shall control over any erroneous dimensions contained in **Exhibit "A-1" – "A-8"** attached hereto, and in the event it shall appear that any dimensions shown on **Exhibit "A-1" – "A-8"** attached hereto are erroneous the Developer (so long as it owns any Units) or the President of the Condominium Association (after the Developer no longer owns any Units) shall have the right to unilaterally amend the Declaration to correct such plot plan, and any such amendment shall not require the joinder of any Unit Owner or mortgagee so long as the purpose of the amendment is merely to correct an error and correctly describe the boundaries of a Unit. In the case of Unit boundaries not adequately described as provided above, the plot plan of the Units contained in **Exhibit "A-1" – "A-8"** shall control in determining the boundaries of a Unit. In the case of any conflict between the language of this Declaration describing the boundaries of any Unit, and in the language contained on **Exhibit "A-1" – "A-8"** describing the boundaries of a Unit, the language of this Declaration shall control.

5.5 Unit Designation. Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in **"A-1" – "A-8"** attached hereto and made a part hereof.

6. APPURTENANCES TO UNITS

6.1 The Owner of each Unit shall own an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the exclusive right to use the portion of the Common Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association, which his Unit is a part, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property, Common Elements and Common Surplus and the percentage share of the Common Expenses and Master Expenses being as designated and set forth in **Exhibit "B"** attached hereto and made a part hereof.

6.2 Limited Common Elements

(a) Automobile Parking. The Developer reserves the right to assign covered parking spaces to each Unit (the "Assigned Parking Space"). Each Assigned Parking Space shall be assigned in connection with the sale of a Unit by the Developer, the right to the exclusive use of the said Assigned Parking Space shall pass as an appurtenance to the Unit, and shall be evidenced by an "Assignment of Use – Parking Space" separate from the deed, and the Association shall not thereafter reassign or change the said Unit Owner's Assigned Parking Space; provided, further, said Unit Owner shall not transfer or assign use the Assigned Parking Space except in connection with the sale or transfer of the Unit. Each Unit shall be assigned one (1) Assigned Parking Space, which shall be a Limited Common Element. Any expenses attributable to the Assigned Parking Space shall be the responsibility of the Association and will be paid by the Association as a Common Expense. The Board may promulgate reasonable rules and regulations governing the use of the Assigned Parking Spaces, and by acceptance of a deed to the Unit, each Unit Owner agrees to abide by such rules and regulations.

(b) Air Conditioning and Heating Units. That portion of the air conditioning and heating unit appurtenant to, but located outside of a Unit is a Limited Common Element of the Unit.

(c) Covered Patios, Lanais and/or Balconies. The patios, lanais and balconies appurtenant to a Unit are Limited Common Elements of the Units having direct and exclusive access thereto.

(d) Dryer Vents. All stacks, vents, booster fans and dryer-related items appurtenant to, but located outside of a Unit are a Limited Common Element of the Unit.

6.3 Air Space. An easement for the use of the air space appurtenant to a Unit as it exists at any particular time and as the Unit may lawfully be altered from time to time.

7. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

7.1 By the Association. The Association shall have the exclusive control to maintain, repair and replace as a Common Expense:

(a) All Common Elements and Limited Common Elements, except as provided in paragraph 7.2.

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

(c) Except as provided in 7.2, all conduits, ducts, plumbing, wiring, and other facilities for the furnishing of utility services contained in the Unit.

(d) At the Association's sole discretion, the Association shall be responsible for painting the exterior front doors of Units.

(e) All damage caused by the intentional or negligent acts of the Association, or its contractors or agents, to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of this Section 7.1.

(f) All lawn and landscaping maintenance shall be the responsibility of the Association. Lawn maintenance shall include cutting, sprinkling, pest control, replanting and related maintenance. Such maintenance shall include the maintenance of landscaped areas and shrubbery located on Condominium Property.

(g) The Association shall maintain and repair at the Association's expense and as a Common Expense the elevators, elevator shafts, and all elevator related equipment. The Association shall be responsible for routine maintenance and inspection of the elevators.

(h) The Association shall periodically clean the exterior windows and repair any leaks which are not accessible to the Unit Owner.

7.2 By the Unit Owner. The Unit Owner shall be responsible to promptly report to the Association any defect or need for repairs for which the Association is responsible. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(a) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including but not limited to, the water heater, air handlers and the air conditioning and heating unit which services the Unit Owner's Unit, including, but not limited to, that portion of the air conditioning and heating unit which is designated as a Limited Common Element.

(b) To maintain, repair and replace at the Unit Owner's expense all stacks, vents, booster fans and dryer-related items appurtenant to, but located outside of a Unit, including, but not limited to, all stacks, vents, booster fans and dryer-related items which are designated as a Limited Common Element.

(c) A Unit Owner shall also maintain, repair and replace at the Unit Owner's expense, all portions except structural and mechanical elements of the lanais and/or balconies appurtenant to a Unit having direct and exclusive access thereto, including, but not limited to, that portion of the patios, lanais and/or balconies which is designated as a Limited Common Element.

(d) Included within the responsibility of the Unit Owner shall be all windows, screens, screen enclosures over patio and doors opening into or onto the Unit (except as provided in Section 7.1(d)), sliding glass doors opening into or onto the Unit, carpeting, electrical fixtures and appliances in the Units, non-supporting walls and partitions, all contents of the Unit and built-in cabinets in the Units.

All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

7.3 Alteration and Improvement. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Unit or any Limited Common Element, including, but not limited to, the installation of awnings, hurricane shutters, hot tubs, carpet or change in flooring (including hard flooring), or trellises in balconies, terraces and patio areas, without the prior written consent of the Board of Directors. The Board shall have the obligation to answer any written request by a Unit Owner for approval of such an addition, alteration or improvement in such Unit Owner's Unit or Limited Common Elements within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's denial of request for such alteration. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, and all other Unit Owners harmless from and to indemnify them for any expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation of construction thereof as may be required by the Association.

7.4 Hurricane Shutters; Balcony Enclosure. The Board shall establish and adopt specifications for the installation, maintenance, repair and replacement of hurricane shutters, balcony enclosures and such other alterations as it deems appropriate. As such alterations are made by a Unit Owner, they must be in accordance with such specifications. The maintenance, repair and replacement of such alterations shall be the responsibility of the Unit Owner, including the obligation to insure. Screened enclosures shall not be replaced with glass or other solid material without the prior written approval of the Board.

7.5 Exclusive Control. Where it is stated herein that the Association has "exclusive control," it means the Unit Owners shall not be required, or entitled, to conduct such activities, it being the intent of the Association to control such activities for purpose of maintaining uniformity within the Condominium. All maintenance performed by the Association shall be at least up to the maintenance standards established in the Declaration.

7.6 Failure of Owner to Repair. The Association may perform maintenance or make repairs and assess the costs of any required exterior maintenance or repairs to the Unit Owner under the following circumstances: (i) such Owner does not when reasonably necessary comply with its obligation under Section 7.2(a) – (d); or (ii) any maintenance, repair or replacement, whether upon the Unit, Limited Common Elements or Common Elements, is required because of any negligent or willful act of such Owner or any member of such Owner's family or household or any invitee or lessee of such Owner; and

(iii) such Owner has failed to undertake the necessary maintenance or replacement within a reasonable period of time following written notice from the Association. Upon the occurrence of the foregoing, and after reasonable prior notice to such Owner, and a reasonable opportunity to be heard, the Association's Board of Directors by a vote of not less than the majority of the Board may undertake such maintenance, replacement or repairs and may charge by an Specific Charge the costs of such maintenance, replacement or repairs, as the case may be, against such Unit. Failure of the Association to undertake any such maintenance, replacement or repair on behalf of the Owner shall in no event be deemed a waiver of the right to do so thereafter.

7.7 Authority to Alter Common Elements or Association Property. After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no material alteration or substantial additions to the Common Elements or to the real property which is Association Property without the prior approval of seventy-five percent (75%) of the total Voting Interests of the Association. The cost of such alteration or improvement shall be a Common Expense and may be assessed as a Special Assessment. Any such alteration or improvement shall not interfere with the rights of any Unit Owner respecting the use of his Unit without his consent.

8. ASSESSMENTS AND COMMON EXPENSES

8.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses in the same percentage as is shown on **Exhibit "B."**

8.2 Assessments. The making and collection of Assessments against each Unit Owner for Common Expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

(a) Interest and Late Charge; Application of Payments. Assessments and installments on such Assessments paid on or before the date when due, shall not bear interest, but all sums not paid on or before the date when due, including without limitation Common Expenses and Master Expenses, shall bear interest at the rate of eighteen percent (18%) per annum from the date when due until paid and there shall also be assessed as an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each payment due for each delinquent installment that the payment is late. All payments on accounts shall be first applied to fines levied by the Association, then to interest accrued by the Association, then to any administrative late fee, then to costs and attorney's fees, then to the Master Expenses charges collected by the Association and then to the delinquent Assessment payment first due. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

(b) Lien for Assessments. The Association shall have a lien against each Condominium Parcel for any unpaid Assessments and/or charges, including interest, costs and reasonable attorney's fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien, whether or not legal proceedings are initiated. The lien is effective from, and shall relate back to, the date of the recording of this Declaration, except that, as to first mortgages of record, the lien shall be subordinate to such first mortgage. The said liens may be recorded among the Orange County Public Records by filing a claim therein which states the description of the Condominium Parcel, the name of the record owner, the name and the address of the Association, the amount due and the due dates, and said lien shall continue in effect until all sums secured by the lien shall have been paid or one (1) year from the recording of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be executed and acknowledged by an officer of the Association, or by an authorized agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. A Unit Owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all Assessments which come due while he is the Unit Owner. The grantee is jointly and severally liable with the grantor for all unpaid Assessments against the grantor for his share of the

Common Expenses up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments in accordance with Florida Statutes §718.116 as amended, from time to time.

(c) Acceleration. In the event of nonpayment of any Assessment on or before the date when due, at its option, the Association may accelerate the Assessments due to the end of the budget year, regardless of whether Assessment installments are not yet due and payable, whereupon the entire budget year's Assessments shall be immediately due and payable, and, at its option, the Association may declare all other sums, including interest and late fees, immediately due and payable. Accelerated Assessments shall be due and payable on the date the claim of lien is filed.

8.3 Collection. Assessments shall be due and payable upon conveyance of the first Unit from the Developer to its purchaser. The Association shall have the power and authority to charge, assess and collect all fees, charges and Assessments allowed by this Declaration, Florida law, and the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida. All Units shall be allocated full Assessments no later than sixty (60) days after the first Unit is conveyed.

8.4 Lien for Easements. The obligation for the care, replacement, maintenance and repair of any easement which is a part of the Condominium Property or appurtenant to the Condominium Property shall be a Common Expense shared by the Unit Owners in the same proportion as a Common Expense for which there shall be a lien established in accordance with paragraph 8.2(a) and (b) herein.

8.5 Subordination of Lien. Any lien for delinquent Common Expense Assessments or other charges that the Association has on a Unit will be subordinate to a first mortgage on the Unit, if the mortgage was recorded before the delinquent Assessment was due.

8.6 Special Assessments. In addition to the assessments authorized above, the Association may levy against all Unit Owners a Special Assessment representing a portion of the costs incurred by the Condominium Association for specific purposes of a nonrecurring nature which were not accounted for in the annual budget and are not in the nature of capital improvements, provided that, any such Special Assessment shall have the assent of a majority of the Board at a meeting duly called for this purpose.

8.7 Specific Charges. In addition to Assessments authorized above, including Special Assessments, the Association may levy a Specific Charge arising out of any expenses occasioned by the provision by the Association of any maintenance, repair or replacement of any Common Elements, Limited Common Elements, any improvements maintained or owned by the Association or other Condominium Property, the maintenance, repair and replacement responsibility of which lies with an individual Owner or group of Owners, but less than all the Owners, under the provisions of this Declaration, or the maintenance, repair and replacement responsibility of which lies with the Association under the terms of this Declaration. In addition, the Association may levy a Specific Charge in connection with any amounts to the Master Association the collection responsibility of which lies to the Association. Specific Charges shall be levied by the Board of Directors; provided, that, the Specific Charge shall have the assent of a majority of the Board at a meeting duly called for this purpose. The amount and due date of such Specific Charges so levied by the Board shall be as specified by the Board. The Condominium Association shall have such remedies for the failure of an Owner to pay its Specific Charges as exist for the failure of an Owner to pay its proportionate share of Common Expenses, including without limitation, lien rights provided in Section 8.2(b).

9. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership and Voting Rights in Association. Membership of each Unit Owner in the Association is mandatory and shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for Common Expenses. Each Unit shall be entitled to one (1) vote in the Association.

9.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as **Exhibit "C"** and made a part hereof.

9.3 Bylaws. A copy of the Bylaws of the Association is attached as **Exhibit "D"** and made a part hereof.

9.4 Restraint upon assignment of shares and assets. The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.5 Association Name. The Association shall be named as provided in Paragraph 2.3 herein and shall be a corporation not for profit.

9.6 Purchase or Lease of Properties. The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Florida Statute §718.111 and §718.114 (2005).

9.7 Association's Access to Units. The Association shall at all times have the right to enter the Condominium Units and Limited Common Elements at reasonable times for the purposes of gaining access to the Units, Common Elements and Limited Common Elements for the maintenance, repair or replacement of the Condominium Property or for the maintenance, repair or replacement of Units as provided in Section 7.6, or to abate emergency situations which threaten damage to the Condominium Property, including the Unit entered. Each Unit Owner shall be required to keep on file with the Association, a key or keys that will allow access to the Unit in the event of emergency. Said keys shall be accessible only by designated individuals in an emergency situation.

9.8 Right of Action. The Association and any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of the Condominium's documents or the decisions made by the Association. Each Unit Owner, each tenant and other invitee, and the Association shall be governed by, and shall comply with the provisions of F.S. 718.303(1) (2005), the Declaration, the documents creating the Association, and the Association Bylaws and the provisions thereof shall be deemed expressly incorporated into any lease of a Unit. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association by a Unit Owner against (a) the Association, (b) a Unit Owner, (c) Directors designated by the Developer, for actions taken by them prior to the time control of the Association is assumed by Unit Owners other than the Developer, (d) Any Director who willfully and knowingly fails to comply with these provisions, (e) Any tenant leasing a Unit and (f) any other invitee occupying a Unit. The prevailing party in any such action or in any action in which the purchaser claims a right of voidability based upon contractual provisions as required in F.S. 718.503(1)(a) (2005) is entitled to recover reasonable attorney's fees. A Unit Owner prevailing in an action between the Association and the Unit Owner under this paragraph, in addition to recovering his or her reasonable attorney's fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his or her share of Assessments levied by the Association to fund its expenses of the litigation. This relief does not exclude other remedies provided by law. Actions arising under this paragraph shall not be deemed to be actions for specific performance.

10. INSURANCE

The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

10.1 Authority to purchase; named insured. All insurance policies upon the Condominium Property shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association, and all policies and their endorsements shall be deposited with the Association.

10.2 Personal Property of Unit Owner.

(a) Coverage. All real or personal property located within the boundaries of the Unit Owner's Unit which is excluded from the coverage to be provided by the Association as set forth in Florida Statutes Section 718.111(11)(b) (2005), shall be insured by the individual Unit Owner at the Unit Owner's expense and shall not be a Common Expense. Specifically, the Unit Owner shall be responsible to procure and maintain, at a minimum, insurance coverage for the following items: all floor, wall, and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, whether or not located within the Unit boundaries (the "Covered Items"). Covered Items shall not include personal property items such as furniture, clothing, paintings, audio/visual equipment, jewelry, or other items not specifically listed as Covered Items.

(b) Owners Duty to Purchase Covered Items Insurance. It shall be the individual responsibility of each Unit Owner at their expense to procure and maintain insurance for Covered Items. The Association may require each Unit Owner to procure and maintain insurance for Covered Items with respect to their Unit and to furnish a copy such policy to the Board upon request. The Board may, but is not required to, request a copy of such insurance policy or certificate of insurance from each Unit Owner on an annual basis or from time to time; provided, however, failure of the Board to make such a request shall not be deemed a waiver of the right to do so thereafter. To the extent available, the Unit Owner shall use his best efforts to obtain that the insurance policy for Covered Items maintained by the Unit Owner shall name the Association as trustee and attorney in fact for such Unit Owner.

(c) Failure of Unit Owner to Purchase Covered Item Insurance. The Association may, but shall have no obligation to, purchase Covered Item Insurance on behalf of an individual Unit Owner and charge the costs of any such insurance premium to the Unit Owner as a Specific Charge under the following circumstances: (i) the Unit Owner fails to procure and/or maintain Covered Item insurance as required herein; or (ii) such Unit Owner does not when reasonably necessary replace any expired or soon to be expired Covered Item insurance. Upon the occurrence of the foregoing, and after reasonable prior notice to such Unit Owner, and a reasonable opportunity to be heard, the Association's Board, by a vote of not less than a majority of the Board, may purchase such Covered Items insurance and may impose by Specific Charge the costs of such Covered Items insurance premium, as the case may be, against such Unit. Failure of the Association to purchase such Covered Item Insurance policy on behalf of the Unit Owner shall in no event be deemed a waiver of the right to do so thereafter.

10.3 Condominium Property Coverage

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as

shall be determined annually by the Board of Directors of the Association. Coverage shall afford protection against:

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

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

(3) Hazard policies issued to protect buildings within the Condominium shall provide that the word "building", wherever used in the policy, shall include, but shall not necessarily be limited to, fixtures, installations or additions comprising that part of the building within the unfurnished interior surfaces of the perimeter walls, floors and ceilings of the individual Units initially installed or replacements thereof, of like kind and quality, in accordance with the original plans and specifications or as existed at the time the Unit was initially conveyed if the original plans and specifications are not available. However, the word "building" shall not include Unit floor coverings, wall coverings or ceiling coverings, and shall not include electrical fixtures, appliances, air conditioning and heating equipment, water heaters or built in cabinets required to be replaced or repaired by the Unit Owner. With respect to the coverage provided by this paragraph, the Unit Owner shall be considered as an additional insured under the policy.

(b) Public Liability. The Board shall obtain public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including without limitation, hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Worker's Compensation. The Board shall obtain worker's compensation insurance to meet the requirements of law.

(d) Flood Insurance. The Board shall obtain flood insurance where required by federal or other regulatory authority.

(e) Liability Insurance. The Board shall obtain liability insurance for its officers and directors or persons who are in control or disburse funds of the Association.

(f) Other Insurance. The Board shall obtain such other insurance that Board shall determine from time to time to be desirable.

10.4 Premiums. Any such premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association, as trustee, or to such trustee in Florida with trust powers as may be designated from time to time by the Board of Directors of the Association when required by this Declaration.

(a) Proceeds on account of damage to Common Elements and Limited Common Elements. Each Unit Owner shall be entitled to an equal undivided share in the proceeds, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit.

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

(1) When the building is to be restored: For the Owners of damaged Units in proportion to the cost of repairing the damage suffered by each Unit Owner, said cost to be determined by the Association.

(2) When the building is not to be restored: In proportion to the respective value of the Units based on the fair market values of the Units immediately before the casualty, as determined by one or more independent appraisers selected by the Association.

(c) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit 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 additional monies are not available for such purpose.

10.6 Distribution of proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial Owners in the following manner:

(a) All expenses of the Association shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit.

(d) In making distribution to Unit Owners and their mortgagees, the Association may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent. The Association is hereby irrevocably appointed agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

10.8 Fidelity bonds. Fidelity Bonds shall be required by the Board of Directors for all persons including officers and Directors controlling or disbursing funds of the Association in accordance with Florida Statutes Section 718.111(11)(d), (2005). The premiums on such bonds shall be paid by the Association.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 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 and Limited Common Elements. If the damaged improvement is a Common Element and/or Limited Common Element then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Damage.

(1) Lesser damage. If sixty percent (60%) of the Units are found by the Board to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(2) Major damage. If sixty percent (60%) of the Units are found by the Board to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within one hundred eighty (180) days after the casualty, the Owners of eighty percent (80%) of the Voting Interests agree in writing to such reconstruction or repair, including the Owners of all damaged Units, together with the approval of the institutional mortgagees holding first mortgages upon all damaged Units,.

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the original plans and specifications, or in lieu thereof, according to the plans and specifications approved by the Board, and if reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Owners of not less than eighty percent (80%) of the Voting Interests, including the Owners of all damaged Units, together with the approval of the institutional mortgagees holding first mortgages upon all damaged Units, shall be required which approval shall not be unreasonably withheld.

11.3 Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Owner 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.

11.4 Estimates of Cost. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.5 Assessments. If it is determined that reconstruction and repair should occur and if the proceeds of insurance are not sufficient to defray the estimated costs 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 the payment of the costs of reconstruction and repair are insufficient, a Special Assessment shall be made against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such Special Assessment on account of damage to Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.

11.6 Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Association and funds collected by the Association from Assessments against Unit Owners, shall be disbursed in payment of such costs in the following manner:

(a) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided however, that upon request by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(b) Association - Major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than \$500,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

(c) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid to the Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the mortgagee jointly, who may use such proceeds as they may agree.

(d) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in 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 beneficial Owners of the fund; except, however, that only those portions of a distribution to the beneficial Owners in excess of Assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.

12. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. This is a residential Condominium, and therefore, each of the Units shall be occupied only as a one family residential private dwelling by no more than six (6) persons in a three (3) bedroom nor more than four (4) persons in a two (2) bedroom Unit at any one time. No Unit may be divided or subdivided into a smaller Unit. No Unit shall be used for commercial or business purposes, including but not limited to, daycare operations or home office activities.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited 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 Units.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property or within a Unit, nor any use or practice that is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents. All parts of the Condominium Property shall be kept in a clean and sanitary condition, and no rubbish, refuse or garbage allowed to accumulate nor any fire hazard allowed to exist. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Leasing of Units. All leases or occupancy agreements of Units (collectively, "Lease Agreements") are subject to the following provisions:

12.5.1 All Lease Agreements shall be in writing. A copy of all Lease Agreements shall be provided to Association;

12.5.2 All Lease Agreements, together with an application signed by both the Owner and tenant, in a form approved by Association, shall be submitted to Association at least thirty (30) days prior to commencement of the lease term;

12.5.3 The Owner shall pay the lease application fee prescribed by Association. The initial lease application fee shall be one hundred dollars (\$100.00) and may be increased from time to time to the maximum rate allowable by law (the "Lease Application Fee");

12.5.4 The Association or its designee shall conduct a background check on each prospective tenant at such Owner's cost and expense, such expense being separate from the Lease Application Fee;

12.5.5 Upon receipt of an application signed by the Owner and tenant and the Lease Application Fee, the Association shall approve or disapprove the tenant. The Association and its agents or employees, shall not be liable to any person whomsoever for the approving or disapproving of any person pursuant to this Section, or for the method or manner of conducting the investigation. The Association and its agents or employees shall not be required to specify any reason for disapproval.

12.5.6 No Lease Agreement may be for a term of less than twelve (12) months;

12.5.7 No Unit may be leased more than two (2) times in any calendar year;

12.5.8 The tenant, as part of the Lease Agreement, shall agree to abide by and adhere to the terms and conditions of this Declaration together with all Rules and Regulations and all policies adopted by Association;

12.5.9 The Owner shall agree to remove, at the Owner's sole expense, by legal means including eviction, his or her tenant should the tenant refuse or fail to abide by and adhere to this Declaration, the Rules and Regulations and any other policies adopted by Association. Notwithstanding the foregoing, should an Owner fail to perform his or her obligations under this Section, the Association shall have the right, but not the obligation, to evict such tenant and the costs of the same shall be the responsibility of Owner and shall be charged as a Specific Charge against that Owner's Unit secured by a lien upon the property against which such Specific Charge is made in accordance with this Declaration, including, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy; and

12.5.10 All Lease Agreements shall require the Unit to be used solely as a private single family residence.

12.6 Resale Restrictions.

12.6.1 No conveyance of a Unit, by parties other than the Developer or Institutional Mortgagees, shall be valid unless a certificate executed and acknowledged by an officer of the Association, stating that all Assessments and charges, including charges in connection with the Master Expenses, have been paid in full, is recorded together with the instrument of conveyance. The Board of Directors shall furnish such certificate upon receipt from the Unit Owner of a request form (which will be prepared by the Association) setting forth the proposed purchaser's name, notice address and date of closing.

12.6.2 The provisions of this Paragraph 12.6 shall not be applicable to Developer or Institutional Mortgagees.

12.7 Signs. No signs shall be displayed from a Unit, from anywhere on the Condominium Property or from any vehicle parked on Condominium Property, unless such signs are posted by the Board or at the Board's direction.

12.8 Prohibited Vehicles. No commercial trucks or vans or other commercial vehicles shall be parked on Condominium Property except with the written consent of the Board of Directors of the Association. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it or is used in a trade or business. No campers, recreation vehicles, boats or boat trailers may be parked on the Condominium Property.

No Owner shall conduct repairs (except in an emergency) or restorations of any motor vehicle, or other vehicle upon any portion the Common Elements or Limited Common Elements. No dilapidated, rundown, wrecked or non-functional vehicles shall be permitted on the Common Elements or Limited Common Elements. The prohibitions on parking contained above in this Section shall not apply to temporary parking of commercial vehicles such as for construction use or providing pick-up and delivery and other commercial services or to any vehicles of Developer ("Service Vehicles"). Subject to applicable laws and ordinances, any vehicle parked in violation of these or other restrictions contained herein or in the Rules and Regulations may be towed by the Association at the sole expense of the owner of such vehicle if such vehicle remains in violation for a period of twenty-four (24) hours from the time a notice of violation is placed on the vehicle or if such a vehicle was cited for such violation within the preceding fourteen (14) day period. Each Owner by acceptance of title to a Unit irrevocably grants the Association and its designated towing service the right to enter the Limited Common Element Assigned Parking Space and tow vehicles in violation of this Declaration. Neither the Association nor the towing company shall be liable to the owner of such vehicle for trespass, conversion or otherwise, nor guilty of any criminal act, by reason or such towing or removal and once the notice is posted, neither its removal, nor failure of the owner to receive it for any other reason, shall be grounds for relief of any kind. For purposes of this paragraph, "vehicle" shall also mean campers mobile homes, trailers, etc. An affidavit of the person posting the foresaid notice stating that it was properly posted shall be conclusive evidence of proper posting.

12.9 Regulations. Reasonable Rules and Regulations concerning the use and operation of Condominium Property may be made and amended from time to time by the Board of Directors. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

12.10 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the completion of the contemplated improvements and the sale of the Units. Developer may make such use of the unsold Units, and Common Elements, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

12.11 Children. Children shall be allowed.

12.12 Alteration of Exterior Appearance. No newspaper, aluminum foil, reflective film, nor any other material shall be placed over the windows of any Unit. All drapes or curtains shall show a white or light tan color to the outdoor side of such drapes or curtains. No reflective film or other type of window treatment shall be placed or installed on the inside or the outside of any Unit without the prior written consent of the Board of Directors. All such window treatments, if approved, shall have an exterior

appearance of white. Any alterations, decorations, repairs or replacements which have an effect on the exterior appearance must be first approved by the Board of Directors.

12.13 Use of Property. No articles shall be hung or shaken from the doors, windows, or balconies, no articles shall be placed upon the outside window sills, or outside of balcony railings of the Units. Balconies are not to be used for storage.

12.14 Charcoal Broilers, etc. Charcoal broilers or small open flame burners, electric grills or gas grills are not permitted to be used on balconies or any of the Common Elements, Limited Common Elements or Units.

12.15 Storage Areas. All storage must be kept inside the Unit. Fire regulations prohibit the storage of gasoline, paint, or any combustible items presenting a fire hazard. Common Elements and Limited Common Elements cannot be used for storage purposes.

12.16 Refuse. All refuse shall be disposed of with care and in containers intended for such purpose. All trash must be contained in plastic trash bags and secured and placed in trash containers. Trash bags are to be placed in the proper disposal location for pick-up.

12.17. Animals. Unit Owners or occupants of a Unit (regardless of the number of Owners or occupants for any one Unit), may maintain two (2) household pets per Unit, each not to exceed 35 lbs at full maturity as verified by a veterinarian certificate or letter and for only as long as they do not become a nuisance or annoyance to neighbors. Household pets are limited to domestic dogs, domestic cats or caged birds. Unit Owners or occupants of a Unit may maintain one (1) fish tank not to exceed fifty-five (55) gallons. In no event shall household pets be kept, bred, or maintained for any commercial purpose.

Unless the Association has designated a particular area on the Condominium Property for pet defecation, household pets must be taken off the Condominium Property for that purpose. Unit Owners must pick up all solid waste of their pets and dispose of such waste appropriately. All pets, including cats, must be leashed at all times when outside the Unit. Pets may not be tied up or leashed to any object on the Condominium Property. Pets may not be kept in a Limited Common Element. The Association has the right to pick up loose pets and/or report them to the proper authorities. Violation of the provisions of this Section shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. Without limiting the right of the Association to establish policies in other matters affecting the Condominium, the Association may make reasonable rules and regulations regarding pet ownership in the Condominium. Notwithstanding anything herein to the contrary, if any animal permitted to be kept by an Owner shall become a nuisance to other Owners and such nuisance is not corrected after written notice to the Owner, the Board of Directors of the Association shall have the right to require the Owner to remove such animal permanently from the Property.

12.18 Balconies/Lanais. All balconies and lanais shall only contain patio furniture and other outside living items. No spas or hot tubs, or Jacuzzis shall be permitted in the Limited Common Elements. The screened area shall not be replaced with glass or other solid material.

12.19 Flags. Notwithstanding anything in this Declaration to the contrary, any Unit Owner may display one portable, removable United States flag in a respectful way; provided, further, on Armed Forces Day, Memorial Day, Flag Day, Independence Day and Veterans' Day Unit Owners may display an official flag of the United States Army, Navy, Air Force Marine Corps and Coast Guard. Flags may not exceed four and one-half feet (4½') by six feet (6').

12.20 Weight and Sound Restrictions. Hard and/or heavy surface floor coverings, such as tile, wood, etc., may be permitted throughout the Unit, provided, however, use of a hard and/or heavy surface floor covering in any location within the Unit must be submitted to and approved by the Board of Directors

and also meet applicable structure requirements. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board of Directors, and be compatible with the structural design of the building and be adequately insulated from sound transmission. The Board of Directors may require the review of a structural engineer at the Unit Owner's expense. All other areas of the Unit which do not receive the approved hard and/or heavy surface floor coverings are to receive sound absorbent, less dense floor coverings, such as carpet. No carpet of any type may be placed on the patio or balcony. Floor coverings on balconies shall be limited to a maximum composite thickness of ½" and a maximum composite weight of four (4) pounds per square foot including setting bed and/or adhesive materials, unless approved otherwise by the Board of Directors and compatible with the structural and architectural designs. The Board of Directors will have the right to specify the exact material used on balconies. These use guidelines are consistent with good design practices for waterproofing and structural design. Owners will be held strictly liable for violation of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations.

12.21 Mitigation of Dampness and Humidity. No Owner shall install, within his or her Unit, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Owners, whether or not occupying their premises, shall periodically run the air conditioning system to maintain the temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit and/or premises. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer makes no representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same.

12.22 Association Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated, it shall be the responsibility of all Unit Owners to deliver a set of keys (or access card or code, as may be applicable) to their respective Units to the Association to use in the performance of its functions. No Unit Owner shall change the locks to his or her Unit without so notifying the Association and delivering to the Association a new set of keys (or access card or code, as may be applicable) to such Unit. The Association shall have the right to adopt reasonable regulations from time to time regarding access control procedures which shall be applicable to tenants, guests and Unit Owners.

12.23 Additional Use Restrictions. In addition to these specific rules and regulations, the Board of Directors may establish reasonable rules and regulations on its own motion and vote which will govern the use, maintenance, and operation of the Common Elements. Such rules and regulations shall be reasonable and shall be consistent with the maintenance of a high standard and quality use and maintenance of the Common Elements. Such rules and regulations made by the Board of Directors may, in addition to new rules and regulations, clarify these existing rules and regulations. The rules and regulations recited herein may not be amended except by an appropriate vote of the membership.

13. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer and leasing of Units by an Owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land:

13.1 Leases. No Unit Owner may lease its Unit without complying with Section 12.5.

(a) **Certificate of Approval.** Within fifteen (15) days after receipt of such notice and information, the Association may, but shall not be required to, either approve or disapprove the proposed transaction. The Association shall have the right to use as grounds for disapproval of any Lease

Agreement the fact that the Unit Owner is currently delinquent in the payment of an Assessment or charge at the time the approval is sought. If no action is taken within fifteen (15) days by the Association, the Lease Agreement is deemed approved.

(b) Lease Application Fee. The Association shall require the Lease Application Fee simultaneously with the giving of notice of intention to lease for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the Lease Agreement. The screening fee may be adjusted from time to time and shall be a reasonable fee to be set from time to time by the Association, which shall not exceed the maximum fee allowed by law.

(c) Unauthorized Leases. Any Lease Agreement disapproved pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

(d) Disapproval by Association. If the Association shall disapprove a Lease Agreement, the Unit Owner shall be advised of the disapproval in writing, and the Lease Agreement shall not be made or, if previously executed by the parties, shall be null and void and of no further effect.

13.2 Notice to Association of Purchase, Gift, Devise, Inheritance, or Other Transfers. A Unit Owner, who has obtained his title by purchase, gift, devise or inheritance, or by any other manner not previously specified, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

13.3 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or any institutional lender that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or institutional lender that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

13.4 Notice of Lien or Suit.

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

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

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

14. PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase Units subject to the following provisions:

14.1 Decision. The decision of the Association to purchase a Unit shall be made by the Board, without the necessity of approval by its members except as is hereinafter expressly provided.

14.2 Limitation. If at any time the Association shall be the Owner or agreed purchaser of five (5) or more Units, it may not purchase any additional Units without the prior written approval of seventy-five percent (75%) of the Unit Owners; provided, however, that the limitations hereof shall not apply to Units 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 aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the money due the Association, nor shall the limitation of this paragraph apply to Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefor does not exceed the cancellation of such lien.

15. COMPLIANCE AND DEFAULT

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

15.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

15.2 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, at trial or appellate levels and administrative hearings.

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

15.4 Damage Responsibility. Each Unit Owner and resident shall be liable for any damage to the Common Elements, any Limited Common Elements or any other Unit caused by the Unit Owner or by any resident of his Unit, or by any guest or invitee thereof, or caused by fire, leaking water, or other cause emanating from the Owner's Unit, to the extent the cost of repairing any such damage is not paid by insurance obtained by the Association. Any maintenance, repair or replacement which was necessitated by the failure of a Unit Owner or by any of its family, tenants, guests or invites, to abide by their obligations hereunder, or was caused by the willful or negligent act of a Unit Owner, its family, tenants, guests or invites, shall be effected by the Association at said Unit Owner's sole expense and a Special Charge for such expense shall be made against its Unit; and if the Association determines the Unit Owner has failed to abide by its obligations hereunder, and, to the extent necessary to prevent damage to the Common Elements or to any Unit, the Association may, but shall not be obligated to, perform any maintenance, repair or replacement to any portions of a Unit or the Improvements thereon for which the Unit Owner is responsible, at said Unit Owner's sole expense, and a Special Charge for such expense shall be made against such Unit.

16. AMENDMENTS

Except as, elsewhere provided otherwise, this Declaration of Condominium may be amended in the following manner:

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

16.2 Resolution of Adoption. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by the members of the Association. Members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting; provided, further, a written expression of approval from a member not present in person or by proxy may not be used as a vote for or against the action taken at the meeting, or used to create a quorum. Except as elsewhere provided, approval of the amendment must be either by:

- (a) A majority of the votes of the entire membership of the Association; or
- (b) Not less than two-thirds (2/3) of all the members of the Board of Directors in the case of amendments that are only for one or more of the following purposes:

- (1) To correct misstatements of fact in this Declaration or its Exhibits, including, but not limited to, the correction of errors in the legal description of the real property or in the surveys thereof. If said amendment is to correct this Declaration so that the total of the undivided shares of Unit Owners in either the Common Elements, Common Surplus or Common Expenses shall equal one hundred (100%) percent, the Owners of the Units and the holders of liens or encumbrances of the Units for which modifications in the shares are being made shall also approve the amendment.

- (2) To change boundaries between Units in the manner elsewhere stated, provided the amendment is signed and acknowledged by the Owners, lienors and holders of the Units concerned.

16.3 Proviso. Provided, however, no amendment shall (i) discriminate against any Unit Owner or against any Unit or class or group of Units unless the Unit Owner so affected shall consent, (ii) change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner of the Unit concerned and all record owners of liens on such Unit shall join in the execution of the amendment") and the amendment is otherwise approved by eighty percent (80%) or more of the Voting Interests of Unit Owners. Any vote to amend the Declaration of Condominium relating to a change in percentage of ownership in the Common Elements or sharing of the Common Expense shall be conducted by secret ballot. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation or other entity having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer joins in the execution of such amendment.

16.4 Execution and Recording. A copy of each amendment shall be executed by the President of the Association and attested to by the Secretary with the formalities of a deed and shall be effective upon recordation thereof in the Public Records of Orange County.

16.5 Surface Water Management System. Any amendment of this Declaration which affects the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior written approval of the South Florida Water Management District. The South Florida Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

16.6 Scrivener's Errors. Prior to the majority election meeting, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the rights of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Unit Owner, the Association and all listed mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the majority election meeting, amendments for the correction of scrivener's errors or other non-material changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or their mortgagees or lienors.

16.7 By the Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Condominium Association, the Declaration, the Articles of Incorporation or the Bylaws may be amended by the Developer alone (joined by the holder of any mortgages securing Units then owned by the Developer), without requiring the consent of any other party, to effect any change whatsoever, except for an amendment: (i) to permit time-share estates, which must be approved, if at all, in the manner provided in Section 16.3 above; or (ii) to effect a "Material Amendment", which must be approved, if at all, in the manner set forth in Section 16.3 above. No amendment may be adopted which would eliminate, modify, prejudice, abridge, or otherwise adversely affect any rights, benefits, privileges, or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.

17. TERMINATION

The Condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act, so long as prior to termination or merger of the Condominium or the Association notice of said termination or merger is provided to the Division of Florida Lands Sales, Condominiums and Mobile Homes pursuant to Florida Statutes Section 718.117 (2005).

17.1 Destruction. If it is determined as provided herein that the building shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated by the agreement of Owners who represent at least sixty-seven percent (67%) of the total Voting Interests and by eligible mortgage holders who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders. "Eligible mortgage holder" shall mean those who hold a first mortgage on a Unit and who have requested notice, in writing, stating their name, address and the Unit number of the mortgaged Unit.

17.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record Owners of Units and all record owners of liens on Units. Notice of a meeting at which the proposed termination is to be considered shall be given to Unit Owners and all record owners of liens on Units not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of all record Owners of liens upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the above-recited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate

which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price. Closing costs shall be paid by the purchaser unless otherwise agreed to by the seller and purchaser.

17.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate.

17.4 Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

17.5 Surface Water or Stormwater Management System. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System must be transferred to and accepted by an entity which would comply with Section 40C-42.027, F.A.C., and be approved by the South Florida Water Management District prior to such termination, dissolution or liquidation.

18. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS

Beginning on the date of recording of the Declaration and continuing until the end of the first calendar year from the date of the recording of the Declaration or upon transfer of control of the Condominium Association to Unit Owners other than Developer, whichever occurs first (the "Guarantee Expiration Date") the Developer shall not be obligated to pay the share of Common Expenses or Master Expenses attributable to the Units owned by the Developer, provided (i) that the regular Assessments for Common Expenses imposed on each Unit Owner other than the Developer prior to the Guarantee Expiration Date shall not increase during such period over \$290.00, and (ii) that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed levels receivable from other Unit Owners. After the Guarantee Expiration Date, the Developer shall have the option of extending the guarantee, at its sole discretion, on an annual basis for not more than five (5) years from the end of the first calendar year from the date of the recording of the Declaration. Notwithstanding the foregoing, and as provided in Section 718.116(9)(a)(2) of the Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to

effect restoration shall be assessed against all Unit Owners owning units on the date of such natural disaster or Act of God, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this Section, an "Extraordinary Financial Event" shall mean a casualty loss affecting the Condominium resulting from a natural disaster or Act of God, which is not covered by Insurance proceeds from the insurance maintained by the Condominium Association as required by Section 718.111(11)(a), Florida Statutes (2005).

19. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

20. SUCCESSOR TO DEVELOPER'S INTERESTS

For purposes of this Declaration of Condominium, the term "Developer" shall include the person or entity declaring the property to condominium ownership and any person or entity, including the construction mortgagee, who shall succeed to the Developer's interest in title and ownership, whether by purchase, foreclosure or deed in lieu of foreclosure and such successor shall have all of the rights and privileges of the Developer.

21. RULE AGAINST PERPETUITIES

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

22. JOINDER AND CONSENTS

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the Condominium Property to the provisions of the Declaration.

23. ENFORCEABILITY

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated.

24. PARTITION

The undivided share and the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described; the share and the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units; shares and the Common Elements appurtenant to Units are undivided, and no action for partition of the Common Elements shall lie.

25. REQUIREMENTS OF FNMA, FHLMC AND HUD

Notwithstanding anything herein to the contrary set forth in this Declaration of Condominium and its attached Exhibits, the following shall prevail and be binding on all Unit Owners, the Developer, and anyone having an interest in the Condominium Property where a lender holds a mortgage upon a Unit in this Condominium and is subject to the Federal Home Loan Mortgage Corp. ("FHLMC"), Federal National Mortgage Association ("FNMA"), U.S. Department of Housing and Urban Development ("HUD"), and/or Veterans Administration ("VA") regulations:

25.1 Any "right of first refusal" contained in the Condominium constituent documents shall not impair the right of a first mortgagee to:

- (a) Foreclose or take title to a Unit pursuant to the remedies provided in the mortgage;
- (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor; or
- (c) Sell or lease a Unit acquired by the mortgagee.

25.2 Any first mortgagee who obtains title to a Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, except as required by Florida Statute.

25.3 Except as provided by statute in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, unless at least fifty-one percent (51%) of the eligible mortgage holders (based on one vote for each first mortgage owned) in the case of an act materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, such consent of the mortgage holders not to be unreasonably withheld, and by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association (other than the sponsor, Developer, or builder) have given their prior written approval, Condominium Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium;
- (b) Change the pro-rata interest or obligations of any individual Unit for the purpose of: (i) levying Assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Unit and the Common Elements;
- (c) Partition or subdivide any Unit, or the exclusive easement rights appertaining thereto;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the Common Elements or Limited Common Elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements for the Condominium shall not be deemed a transfer within the meaning of this clause;
- (e) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to Common Elements) for other than the repair, replacement or construction of such Condominium Property substantially in accordance with the original plans and specifications and this Declaration;
- (f) Change the voting rights appertaining to any Unit;
- (g) Amend any provisions of the Declaration, Articles or Bylaws which are for the express benefit of holders or insurers or first mortgages on Units;

Notwithstanding the foregoing, if an eligible mortgage holder fails to respond to any written proposal within sixty (60) days after it receives proper notice of the proposal, provided that notice was delivered by registered or certified mail with a return receipt requested, implied approval may be assumed.

25.4 All taxes, Assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Units and not to the Condominium as a whole.

25.5 No provision of the Condominium constituent documents gives a Unit Owner, or any other party, priority over any rights of the first mortgagee of the Condominium and Unit pursuant to its mortgage in the case of a distribution to such Unit Owner or owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

25.6 If the Condominium is on a leasehold estate, the Unit lease is a lease or a sublease of the fee, and the provisions of such lease comply with FHLMC requirements.

25.7 All amenities (such as parking and service areas) are a part of the Condominium and are covered by the mortgage at least to the same extent as are the Common Elements. All such Common Elements and amenities are fully installed, completed and in operation for use by the Unit Owners. If such amenities are not Common Elements under the Condominium, but are part of a PUD, of which the Condominium is a part, such an arrangement is acceptable provided that the warranties applicable to PUD Units are all satisfied, or waivers obtained.

25.8 Unless waived pursuant to Section 718.112(2)(f) Florida Statutes, condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by Special Assessments.

25.9 The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners, other than the Developer, assume control of the Association, upon written notice to the other party.

25.10 Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage of any Unit in the Condominium:

(a) Notice of any condemnation or casualty loss that affects a material portion of the Condominium Property or the applicable Unit.

(b) Notice of any delinquency and the payment of the Assessments or charges more than sixty (60) days past due as to the applicable Unit.

(c) Notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

25.11 Notwithstanding anything herein set forth in this Declaration of Condominium for purposes of this Declaration, the term "institutional mortgagee" shall be construed to include the Federal Home Loan Mortgage Corp. and Federal National Mortgage Association.

25.12 The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with requirements under Chapter 7, Article VIII of FNMA Selling Guide, Insurance Requirements, and the requirements of Chapter 718.111(11)(d) Florida Statutes, as amended from time to time.

25.13 Amendments of a material nature must be agreed to by Owners who represent at least sixty-seven percent (67%) of the total allocated votes in the Association and in the case of an amendment materially affecting the rights or interests of the mortgagees, or as otherwise required by the Federal

National Mortgage Association or the Federal Home Loan Mortgage Corporation, by eligible mortgage holders who represent at least fifty-one percent (51%) of the votes of Units subject to mortgages held by eligible holders. Such consent of the mortgage holders may not be unreasonably withheld. A change to any of the provisions governing the following would be considered as material:

- * voting rights;
- * increases in Assessments that raise the previously assessed amount by more than 25%, Assessment liens, or the priority of Assessment liens;
- * reductions in reserves for maintenance, repair and replacement of Common Elements;
- * responsibility for maintenance and repairs;
- * reallocation of interests in the Common Elements or Limited Common Elements, or rights to their use;
- * redefinition of any Unit boundaries;
- * convertibility of Units into Common Elements or vice versa;
- * expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium;
- * hazard or fidelity insurance requirements;
- * imposition of any restrictions on the leasing of Units;
- * imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit;
- * a decision by the Association to establish self-management if professional management had been required previously by an eligible mortgage holder;
- * restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than that specified in the Declaration; or
- * any provisions that expressly benefit mortgage holders, insurers, or guarantors.

25.14 The Unit Owner shall have a perpetual, unrestricted right of ingress and egress to his or her Unit, such right to pass with the Unit as transfers of ownership of the Unit occur. Any conveyance, encumbrance, judicial sale, or other transfer (voluntary or involuntary) of an individual interest in the Common Elements shall be void unless the Unit to which that interest is allocated is also transferred.

26. MERGER AND CONSOLIDATION

As provided by Florida Statute 718.110(7) (2005), this Condominium shall be entitled to merge or consolidate with any other condominium which may now or hereafter be created for the Units located on the lands set forth on **Exhibit "A"** attached hereto. Said merger or consolidation shall allow the operation of the project as though it was a single condominium for all matters, including budgets, Assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefore in the Declarations as initially recorded or in the Bylaws as initially adopted, subject, however, to

the limitations of Florida Statute 718.116 and 718.302. Such merger or consolidation shall be complete upon compliance with 718.110(7) (2005).

27. COMMUNITY ASSOCIATION

THE PROMENADES PROPERTY OWNERS' ASSOCIATION, INC., a corporation not for profit, has been established to administer, operate and maintain certain land and facilities for all residents subject to the Community Declaration (as defined herein), whether in a condominium form of ownership or otherwise, as more particularly described in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for The Promenades, recorded in OR Book 7526, Page 4413, Public Records of Orange County, Florida, and all amendments thereto, which are made from time to time, all of which are hereinafter collectively referred to as the "Community Declaration." The Community Declaration provides for the Community Association to operate, maintain and repair the common area, and any improvements thereon, including, but not limited to any Drainage Areas (as defined in the Community Declaration), Lake Area (as defined in the Community Declaration), retention/detention ponds for stormwater runoff, canals, pumps, pipes, inlets and/or related appurtenances which may be located within the Properties (as defined in the Community Declaration); all conservation easement areas not otherwise maintained by the fee title owner thereof; to maintain, operate, replace and repair any irrigation facilities servicing land which the Community Association is obligated to maintain, including but not limited to, the grassed or landscaped areas of the common area; to pay for the cost of street lighting for common areas, streets within the Properties (as defined in the Community Declaration), or other areas designated by the Board of Directors; and take such other action as the Community Association is authorized to take with regard to the Properties (as defined in the Community Declaration) pursuant to its Articles of Incorporation and Bylaws, or its Declaration. All of the foregoing shall be used by the Unit Owners and other members of the Community Association.

Membership in the Community Association is mandatory for each Unit Owner. Each Unit is entitled to one (1) vote as provided in the Community Declaration, the Community Association's Articles of Incorporation and Bylaws. Each Unit Owner, and every lessee, invitee, licensee, agent, servant, guest and family member of any Owner shall be bound by the Articles of Incorporation and Bylaws of the Community Association, the terms and conditions of the Community Declaration, and all rules and regulations promulgated by the Community Association.

The Community Declaration provides for the making and collecting of assessments against each Unit under the control of the Condominium Association, for the expenses of operating the Community Association, maintaining the common area, and otherwise carrying out the duties and responsibilities of the Community Association under the Community Declaration. The Community Association has been granted a lien by the Community Declaration against each Unit in the Condominium, and other rights, to secure payment of any assessment or other amounts due with respect to such Unit.

28. MASTER ASSOCIATION

The METROWEST MASTER ASSOCIATION, INC., a Florida not for profit corporation, has been established to administer, operate and maintain certain land and facilities in the MetroWest community for all residents of MetroWest, whether in a condominium form of ownership or otherwise, as more particularly described in the Master Declaration of Protective Covenants and Restrictions For MetroWest, recorded in O.R. Book 3759, Page 2756, Public Records of Orange County, Florida, and all amendments thereto, which are made from time to time, all of which are hereinafter collectively referred to as the "Master Declaration."

All costs, fees and assessments for which any Unit Owner may be obligated by virtue of the Master Declaration (the "Master Expenses") and any exhibits thereto with regard to the Master Association and the Common Property (as defined in the Master Declaration) and other facilities maintained and operated by the Master Association, shall be collected as a separate charge by the Condominium

Association but shall not be a Common Expense of the Condominium. The Condominium Association shall have the duty to collect Master Expenses levied by the Master Association. The Master Association has been granted a lien by the Master Declaration against each Unit in the Condominium, and other rights, to secure payment of any Master Expenses. If the Condominium Association has not collected the Master Expenses from the Owners under its jurisdiction, it shall notify the Master Association of the name and address of such delinquent Owner(s). The Master Association shall be entitled to rely upon the information given by the Condominium Association regarding delinquencies, and may impose a lien upon such delinquent Owner's Unit in accordance with this Declaration. However, the Master Association may, in its sole discretion, elect to collect Master Expenses and other charges in accordance with the provisions of the Master Declaration.

Each "Community Association" (as defined in the Master Declaration), shall be a member of the Master Association. The Condominium Association is a "Community Association" as that term is defined in the Master Declaration. No Unit Owner that is subject to the jurisdiction of a "Community Association" shall be a member of the Master Association. The Developer, as defined in the Master Declaration, shall be a member of the Master Association so long as the Developer owns any real property within MetroWest. The Owners of all Property Units (as defined in the Master Declaration) not subject to the jurisdiction of a Community Association shall be members of the Master Association, as long as such owner agrees to pay assessments to the Master Association. Each Unit Owner, as a member of the Condominium Association which is a member of the Master Association, and their guests, lessees and invitees, is granted a non-exclusive right and easement over, across and through the Common Property (other than Exclusive Common Areas whose use is restricted by rule of the Master Association to owners of particular Neighborhood Units), subject to the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association and all rules and regulations promulgated by the Master Association. Each Unit Owner, and every lessee, invitee, licensee, agent, servant, guest and family member of any Owner shall be bound by the Articles of Incorporation and Bylaws of the Master Association, the terms and conditions of the Master Declaration, and all rules and regulations promulgated by the Master Association.

The Master Association has the absolute power to veto any action taken or contemplated to be taken, and has the absolute power to require specific action to be taken by the Association. The Master Association shall receive the same notification of each meeting of the members of the Association or board or committee thereof, required by the Condominium Association's Articles of Incorporation, Bylaws or this Declaration, and a representative of the Master Association has the unrestricted right to attend any such meeting. If proper notice is not given to the Master Association any action taken at such meeting shall be considered null and void to the same effect as if proper notice had not been given to members of the Association.

29. DESIGN REVIEW BOARD

Pursuant to the terms of the Master Declaration, the Master Association has created a Design Review Board (the "DRB"). All improvements to be constructed within the Condominium Property will be subject to, and must be approved in accordance with, the procedures set forth in the Master Declaration. The Developer declares that the Condominium Property shall be held, transferred, sold, conveyed and occupied subject to and in conformance with all building, use and other restrictions set forth in the Master Declaration, the Unit Four Replat Declaration and in the Planning Criteria (as defined in the Master Declaration), as may be amended from time to time by the DRB.

30. GOVERNING DOCUMENTS

"Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation and Bylaws of the Association, the Master Declaration and the Articles of Incorporation and Bylaws of the Master Association, the Community Declaration and the Articles of Incorporation and Bylaws of the Community Association, and the Unit Four Replat Declaration, as the same may be amended from time to time and recorded in the Public Records of Orange County, Florida. In the event of conflict or

inconsistency among Governing Documents, to the extent permitted by law, the Master Declaration, the Articles of Incorporation and the Bylaws of the Master Association, the Community Declaration, the Articles of Incorporation and Bylaws of the Community Association, this Declaration, the Articles of Incorporation and Bylaws of the Association, and the Unit Four Replat Declaration, in that order, shall control. The lack of a provision in one Governing Document with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents.

[Signature and Notary contained on following page]

WITNESSES:

[Signature]
Print Name: 10/18/06
Benjamin Beckham
Kim Emerson
Print Name: Kim Emerson

"DEVELOPER"

PULTE HOME CORPORATION,
a Michigan corporation

By: [Signature]
Name: DOUGLAS W. PIVOGLI
Title: Attorney-in-Fact
Date: 10-18-06

(Corporate Seal)

STATE OF Florida)
COUNTY OF Orange) ss:

The foregoing instrument was acknowledged before me this 18 day of October, 2006
by Douglas W. Pivogli, as Attorney-in-Fact of Pulte Home Corporation, a Michigan corporation, on
behalf of the corporation. He is personally known to me or produced _____ as
identification.

[Signature]
Name: Keri O'Shea

My commission expires:

Notary Public, State of _____
Commission No. _____

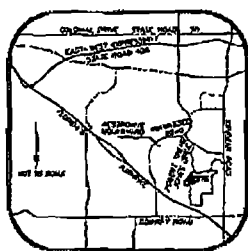


EXHIBITS:

- | | |
|---------------|---|
| "A" | - Property |
| "A-1" - "A-8" | - Phase 1 - Phase 8 |
| "B" | - Undivided Interest in Common Elements |
| "C" | - Articles of Incorporation |
| "D" | - Bylaws |
| "E" | - SPWMD Permit |
| "F" | - Joinder by the Alliance, LLC, a Florida limited liability company |

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 1 OF 1

NOTE ALL IMPROVEMENTS
SHOWN ARE PROPOSED



LOCATION MAP

[illegible]

I hereby certify that this sketch, subject to the surveyor's notes contained herein, meets the applicable "Minimum Technical Standards" set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 61G17-6, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

DONALD W. MONTGOMERY ASSOCIATES, INC.

Lester J. Sanchez
Florida Registered Surveyor and Mapper
Certificate No. 4318

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAFFISH SEAL OF A FLORIDA LICENSED

LEGAL DESCRIPTION

LOT 1 STONEBRIDGE RESERVE according to the plat thereof,
as recorded in plat book 62, pages 144 and 145 of the Public
Records of Orange County, Florida.

NOTES:

- this is not a survey
- Literings based on the South line of Lot 1 as shown on the plot of Slacksbridge Reserve, dated 27/11/57
- Common Areas shall consist of pool cabins

KEY MAP




McCarthy on
 **DONALD W. MCCARTHY ASSOCIATES, INC.**
 ENGINEERS PLANNERS SURVEYORS
 2000 West 10th Street, Suite 100, Portland, Oregon 97201 (503) 544-0000
 DIVISION OF ARCHITECTURAL RECORD

Exhibit "A"

PHASE 1

SHEET 1 OF 7

NOTE ALL IMPROVEMENTS
SHOWN ARE PROPOSED

NOTES

3. Other assumptions over and benefiting the Developmental Property have been pointed or referred in the Declaration of Assurances of Satisfaction. Assurances of Satisfaction, as mentioned from time to time, the Developer has reserved the right to point other assumptions over the Condominium Property from time to time.

1. All of these limits stated in the Condominium Act of Florida Statute
2. Forfeiture Personal Property – deemed proper by the Association for the maintenance and operation of the Condominium, even though owned by the Association.

1. Charged police and/or Detectives and Locals - The police, detectives and locally representative to the Unit are invited to participate in the training. The training is held at the Criminal Justice Centre, University of the South, Albany, New South Wales.

2. Each Unit shall be assigned a parking space by the Controller. Such assigned parking space shall be a limited common element and shall pass as an appurtenance to the Unit lot it was assigned.

1. *Describe the results of the study.*

1) The contract is a lease of **Stratigraphic Reserve** a Corporation, 10000 Highway 100, Suite 100, Houston, Texas 77055, to the respondents and Section 7181040101, Public Statute (32 USC 1701).

2) The contribution of the respondents stipulated as follows:

Stratigraphic Reserve, a Corporation, is unable fully complete its work and development of hydrocarbons as before on the oilfield located in Phase 1 together with the problems of the Association of Corporation for Stratigraphic Reserve, a Corporation is on account of the problems of the respondents.

For the respondents, partners and directors of the former respondents of one way will be Phase 1 can be determined from these records.

DEVELOP IN LANTIERO ASSOCIATES, INC

Corporation of Arkansas (the Lantier)

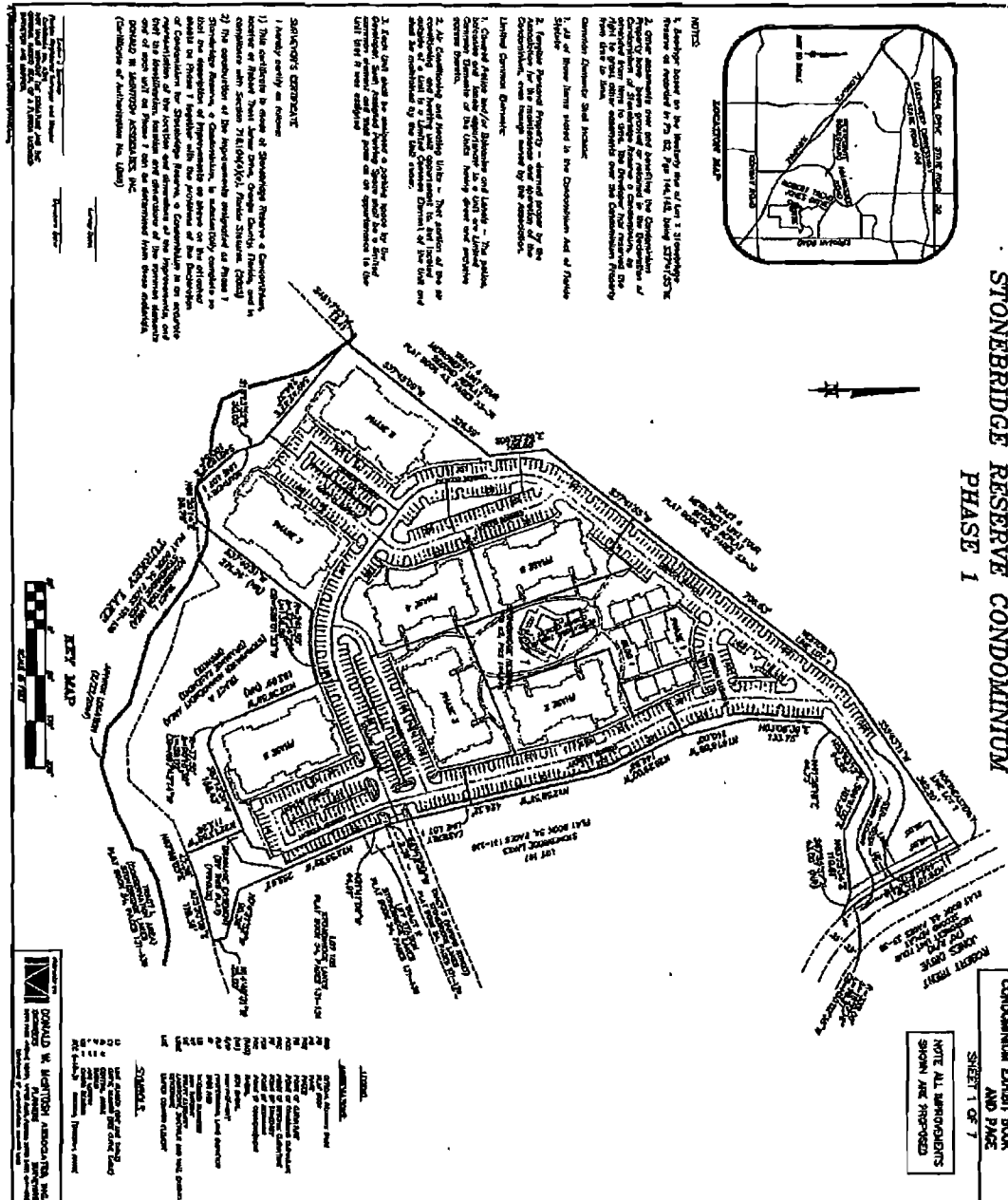


Exhibit "A-1"

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 2 OF 7

DISGRAPH TYPING

That part of Lot 1, STONEBRIDGE RESERVE, underlying in the
 plat thereof, as recorded in Plat Book 82, Pages 144 and 145
 of the Public Records of Orange County, Florida, described as
 follows:

[illegible]

Containing 3,975 acres more or less and being subject to any right-of-way restrictions and easements of record.

BOUNDARY SURVEY

11/22/02

REFERENCES

[illegible]

SYMBOLS

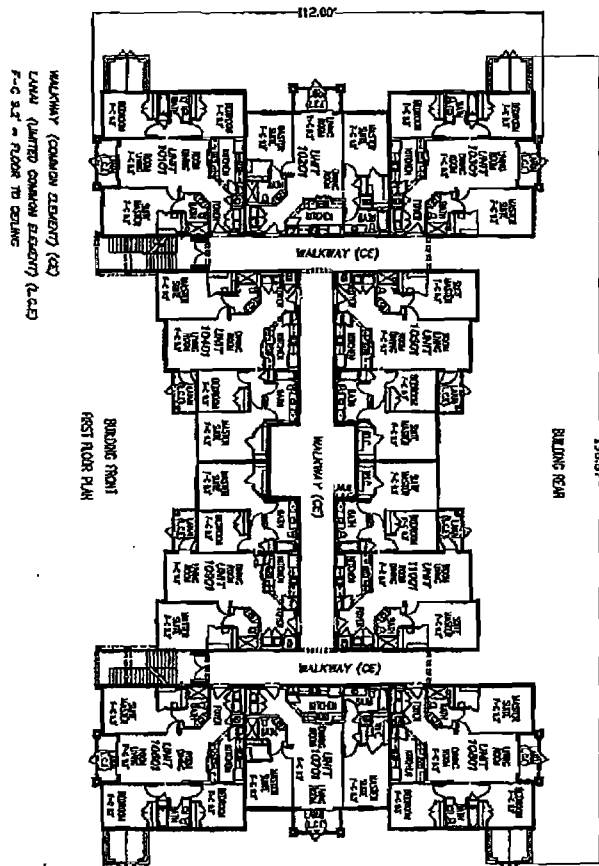
17 LINE STATED (REF LHM BOLD)
C1 CLIVE MARCH OFF CLIVE MARCH
A - HOPKINS, PAUL
B - ELLIS
I - JOE AGOSTINI
GO - CRAIG ROBERTS

HIT 6-28-90 SIXTON, FLORESCH, GARCIA

McINTOSH & ASSOCIATES, INC.
CONSULTING ENGINEERS
10000 Wilshire Blvd., Suite 1000, Los Angeles, CA 90024
(213) 875-1234

STONEBRIDGE RESERVE CONDOMINIUM PHASE 1

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 3 OF 7
NOTE: ALL DIMENSIONS
SHOWN ARE PROPOSED



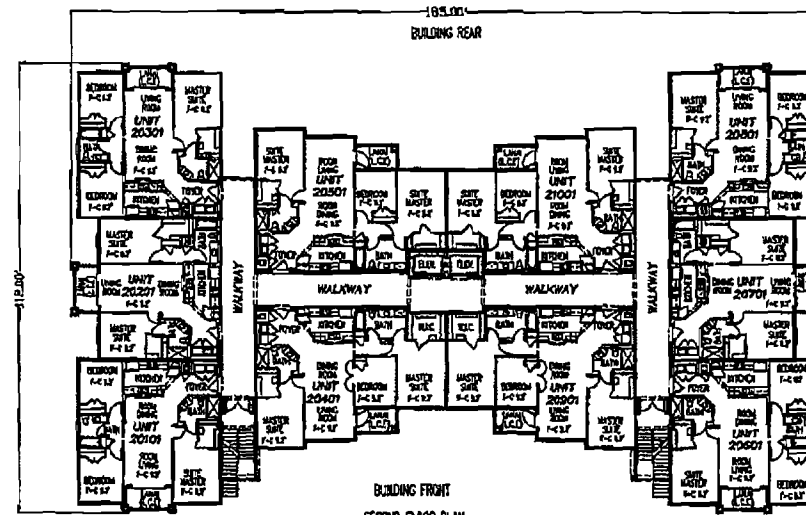
CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 3 OF 7
NOTE: ALL DIMENSIONS
SHOWN ARE PROPOSED

STONEBRIDGE RESERVE CONDOMINIUM PHASE 1

CONDOMINIUM EXHIBIT BOOK
AND PAGE

SHEET 4 OF 7

NOTE: ALL IMPROVEMENTS
SHOWN ARE PROPOSED



WALKWAY (COMMON ELEMENT) (CE)
LANAI (LIMITED COMMON ELEMENT) (L.C.E.)
F-C 9.2' = FLOOR TO CEILING



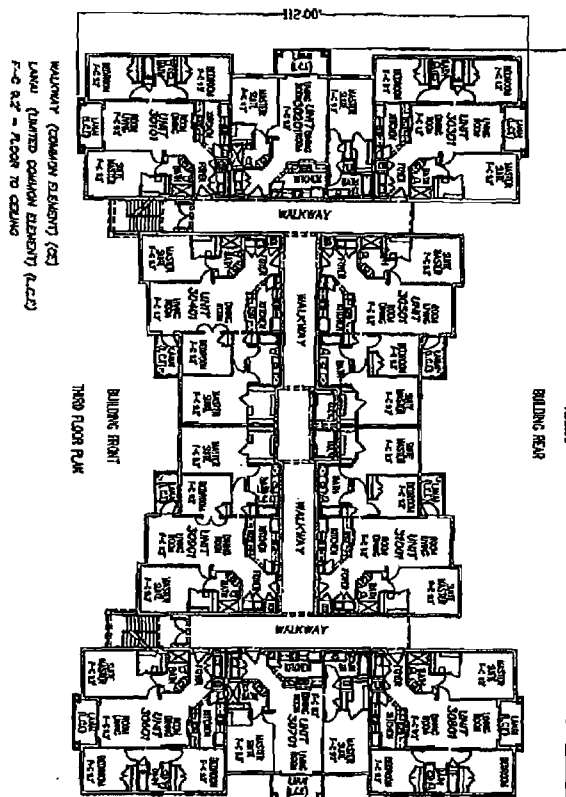
DESIGNED BY
DONALD W. MONTGOMERY ASSOCIATES, INC.
CHICAGO, ILLINOIS
ARCHITECTS
AND PLANNERS
1000 N. LAKE SHORE DRIVE, SUITE 1000, CHICAGO, ILLINOIS 60611
TELEPHONE (312) 329-1000
FAX (312) 329-1001
WWW.DWMONTGOMERY.COM

STONEBRIDGE RESERVE CONDOMINIUM PHASE 1

CONDOMINIUM UNIT BOOK
AND PAGE

SHEET 5 OF 7

NOTE: ALL IMPROVEMENTS
SHOWN ARE PROPOSED



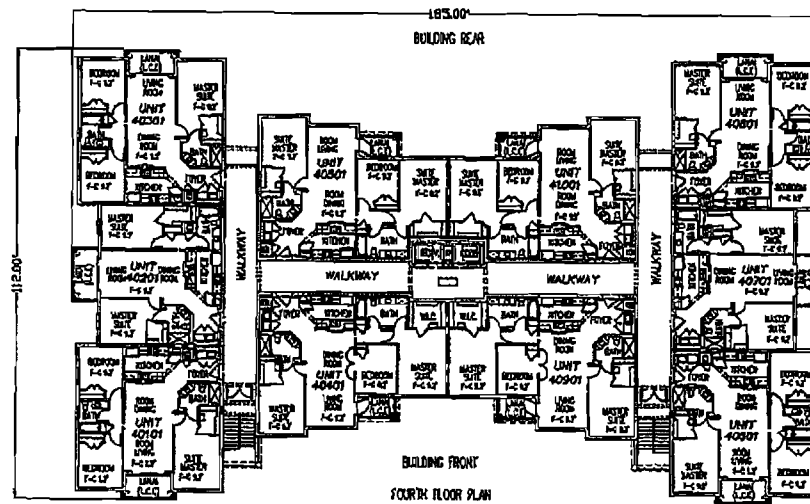
FORWARD: R. B. BENTLEY ASSOCIATES, INC.
10000 100th Ave. N.E., Suite 100
Redmond, WA 98073
Phone: (206) 881-1111
Fax: (206) 881-1112
E-mail: info@rbba.com

STONEBRIDGE RESERVE CONDOMINIUM PHASE 1

CONDOMINIUM EXHIBIT BOOK
AND PAGE

SHEET 6 OF 7

NOTE ALL IMPROVEMENTS
SHOWN ARE PROPOSED



WALKWAY (COMMON ELEMENT) (CE)
LAHA (UNITED COMMON ELEMENT) (U.C.E.)
F-C 8.2' = FLOOR TO CEILING

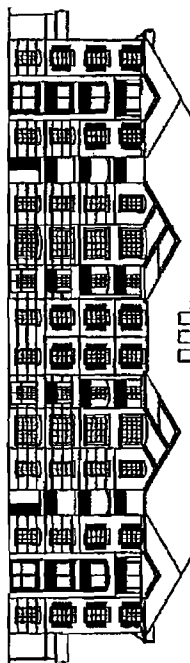


Prepared by
DONALD W. MONTGOMERY ASSOCIATES, INC.
ARCHITECTS PLANNERS ENGINEERS
1000 PINE STREET, SUITE 1000, SAN FRANCISCO, CALIFORNIA 94109
(415) 774-1100
FAX (415) 774-1101
WWW.DWMONTGOMERY.COM

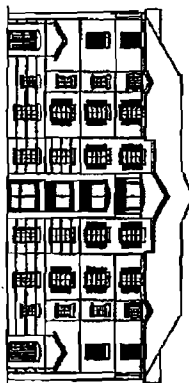
PHASE 1

SHEET 7 of 7

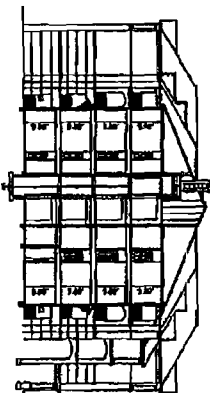
NOTE ALL IMPROVEMENTS
SHOWN ARE PROPOSED



How Durable



See Also



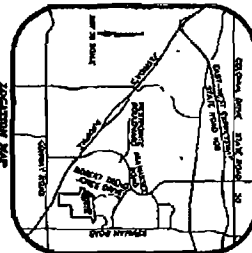
BELUNG & COH T-HOUGH ELVATION



APPROVED BY

DONALD R. MCPHERSON ASSOCIATES, INC.
DONALD R. MCPHERSON
200 East Capitol Avenue, Suite 400, Aurora, Illinois 60002
OFFICIAL OF ABBOTT-DEAN MASON LING

CONDENNATION EXHIBIT BOOK
AND PAGE



2. Other statements over coal involving the Confederation Property have been visited or reviewed in the Declaration of Contributions of Stoneledge Reserve & Confederation, as mentioned from time to time. This Developer has reviewed (if not) in great other statements over the Confederation Property from time to time.

- [illegible]

to identify exactly the factors

- [illegible]

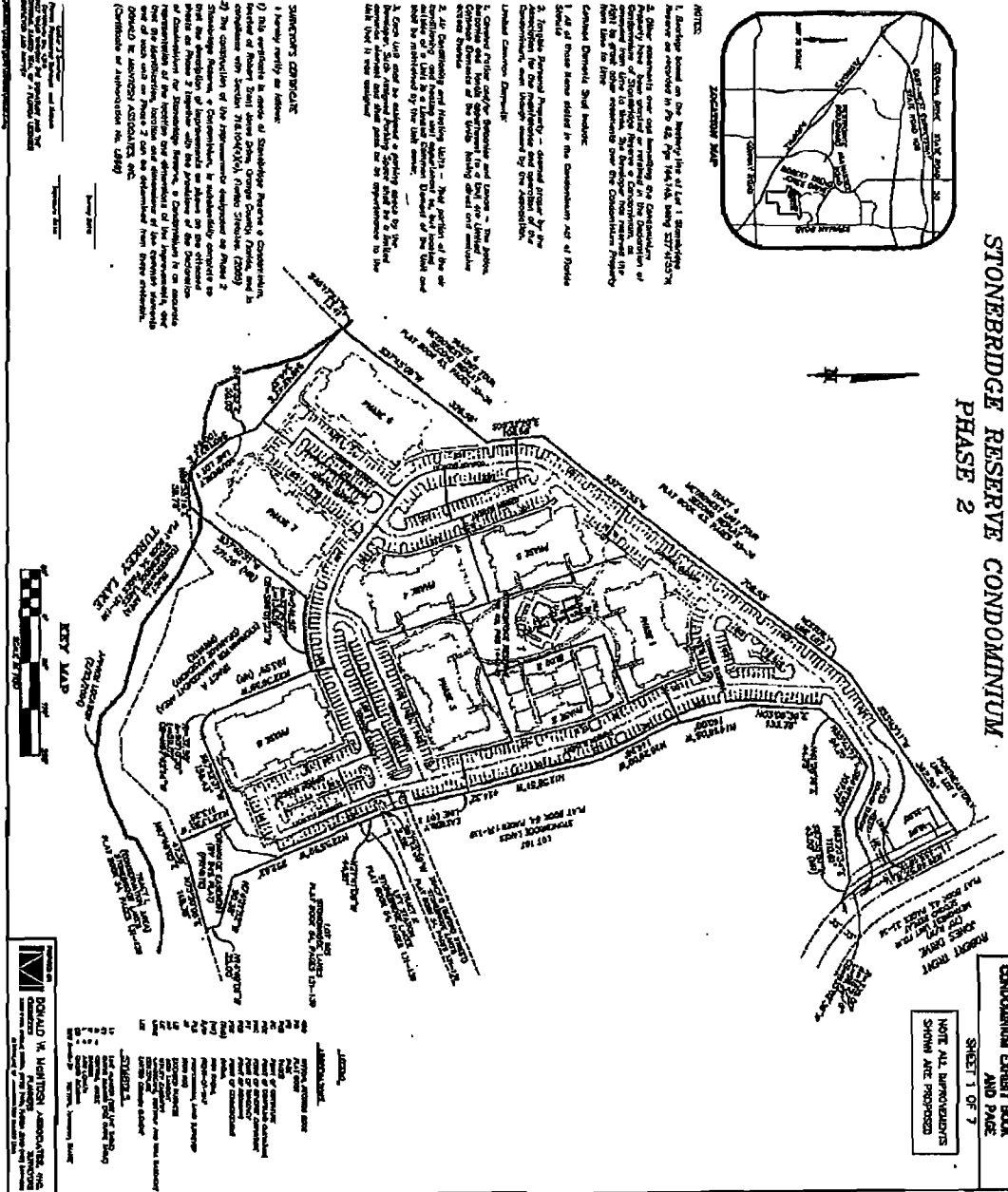
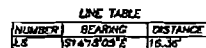


Exhibit "A-2"

NOTE ALL IMPROVEMENTS
SHOWN ARE PROPOSED



Discussion

That part of Lot 1, STONEBRIDGE RESERVE, according to the plat thereof, as recorded in Plat Book 82, Pages 144 and 145 of the Public Records of Orange County, Florida, described as follows:

[illegible]

Containing 1,470 words more or less and being subject to any rights-of-way, restrictions and easements of record.

USA

Abstract

[illegible]**STUDS**

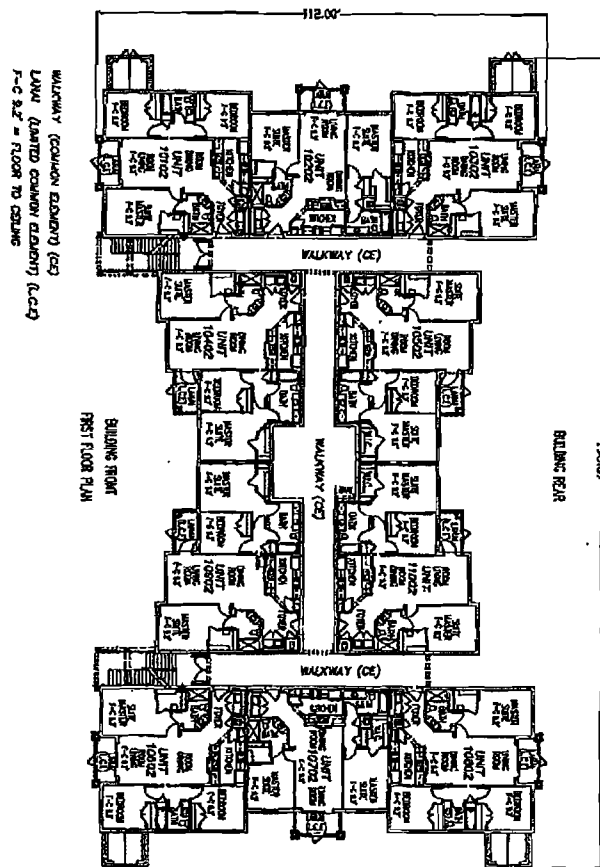
13 CAR POUCH FOR THE TALK
 14 DRIVE MARCH FOR THE TALK
 15 COTTON, WASH
 16 RICE
 17 AIR AIRBORNE
 18 DANCE DANCE
 19 FOR THE TALK

DONALD W. McINTOSH ASSOCIATES, INC.
ENGINEERS PLUMBERS SURVEYORS
1835 Park Avenue North, Suite 200, Seattle, WA 98103 (206) 461-1100
Branches in Portland, San Francisco, Los Angeles, San Diego, San Jose, San Francisco Bay Area

STONEBRIDGE RESERVE CONDOMINIUM PHASE 2

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 3 OF 7

NOTE: ALL IMPROVEMENTS
SHOWN ARE PROPOSED

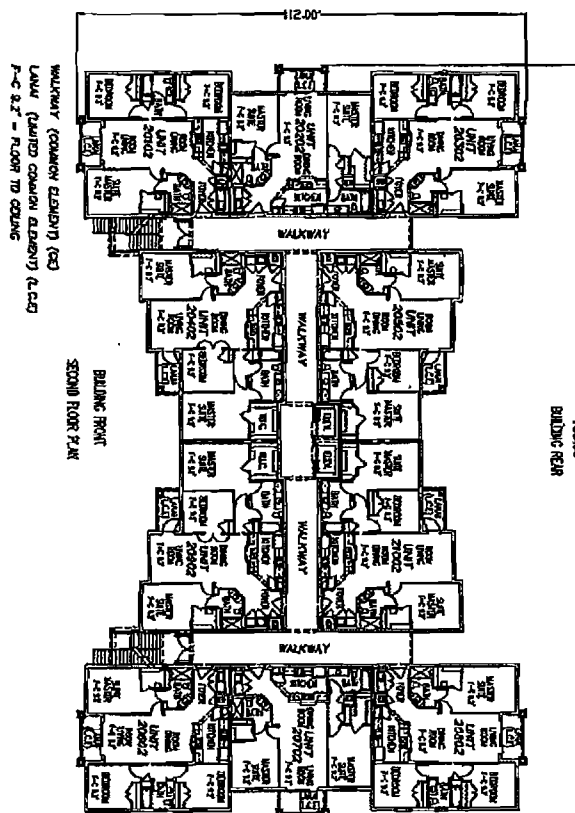


DESIGNED BY
DONALD W. MAINTON ASSOCIATES, INC.
10000 10th Avenue, Suite 100
Boulder, Colorado 80501
303.440.1000
www.donaldwmainton.com

STONEBRIDGE RESERVE CONDOMINIUM PHASE 2

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 4 OF 7

NOTE: ALL DIMENSIONS
SHOWN ARE PROPOSED



DONALD W. MATHIAS ASSOCIATES, INC.
ARCHITECTS
10000 10th Avenue, Suite 100
Denver, Colorado 80231
303.751.1000
www.dwmarchitects.com

PHASE 2

SHEET 5 OF 7

SHOWN ARE PROPOSED



F-2C 22' - 7,000 TO CEILING

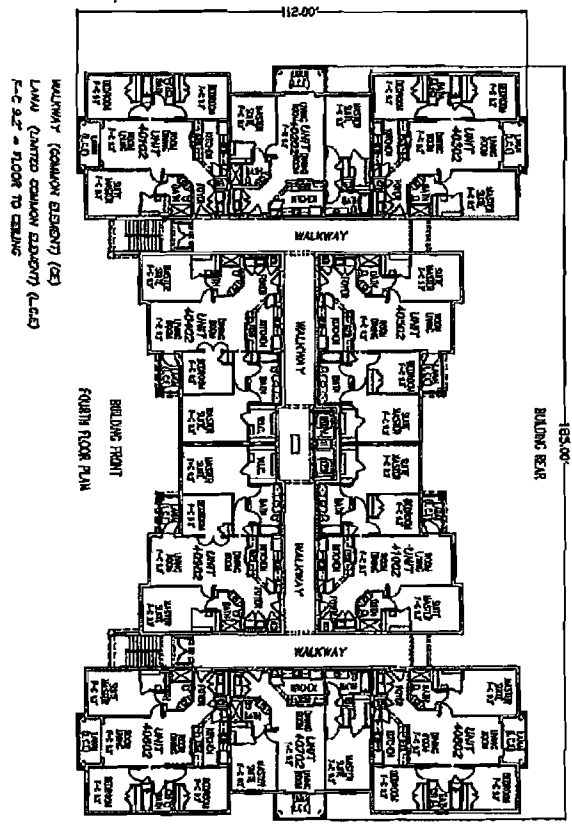
THIRD FLOOR PLAN

INVESTMENT

STONEBRIDGE RESERVE CONDOMINIUM PHASE 2

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 6 OF 7

NOTE: ALL IMPROVEMENTS
SHOWN ARE PROPOSED



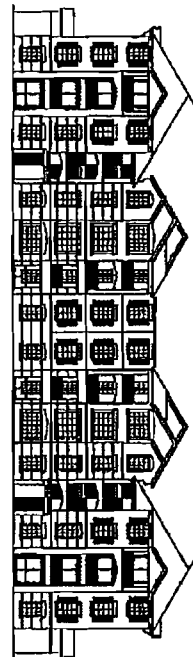
CONRAD W. LARSEN ARCHITECT, INC.
Architect
10000 14th Avenue, Suite 100
Edmonton, Alberta T6E 4E1
403-443-1111
www.conradwlarson.com

STONEBRIDGE RESERVE CONDOMINIUM PHASE 2

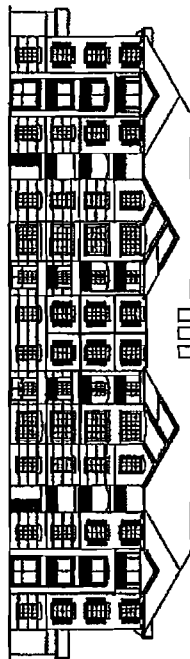
CONDOMINIUM EXHIBIT BOOK
AND PAGE

SHEET 7 OF 7

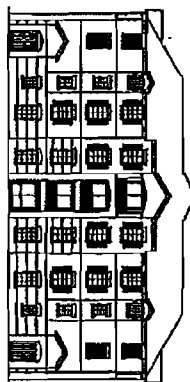
NOTE: ALL SUPPLEMENTARY
SHEETS ARE PROVIDED



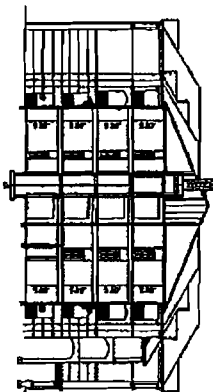
Front Elevation



Rear Elevation



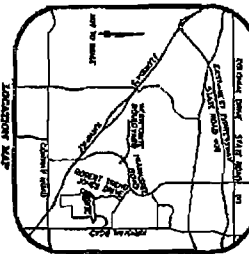
Side Elevation



BUILDING SECTION THROUGH ELEVATOR



CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 1 OF 7



10/10/17

3. Other material, other than the Confidential Property nor items produced or retained in the possession of Confidential Informant, is furnished to Confidential Informant from time to time. The Developer pays neither the fee to grant other responses nor the Confidential Property from time to time.

三

1. as of those terms stated in the Condominium Act of Florida
 State

2. *Farmhouses featured properly – derived profits by the Association for the Advancement of the Automobile*

Richard C. Common, Director

4. Covered Porches and/or Balconies and Lobbies -- The patios, porches and yards adjacent to a Unit are limited to the Common Elements of the Unit's Neighboring Street and exclusive

2. Air Conditioning and Heating Units -- First section of the air conditioning and heating unit department is, but doesn't

subject of a link to a United Nations Treaty of the UNR, and
not be motivated by the link name.

2. Each Unit shall be assigned a posting space by the Developer. Such assigned Posting Space shall be a limited, encircled element and shall post an ex ante opportunity to the Unit that a unit member

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SUBJECT: CERNIC
I hereby certify as follows:

1) This certificate is made at Montevideo between a Consuehablo located at Robert Kent Jones Drive, George County, Parícut, on compliance with Articles 78.104(a)(2) Private Parties (2008)

2) The construction of the improvisation designated as *Finis* 2 (shortage *Finis*, a Cadenzaria) is absolutely complete and the description of treatment is absent on the other hand.

shows on phase 2 together with the provisions of the Declaration of Condominium for Stouffville Heights & Condonation in an application for the approval and declaration of the condominium.

that the lamellipodium, keratin and filaments of the extracellular matrix can be extended from these cells.

(Certificate of Authentication No. 1258)
9/5/06

9/7/06
90%
Total Sales

[illegible]

**EBERIDGE RESERVE CONDOMINIUM
PHASE 3**

KEY MAP

0 20 40 60 80 100 FEET

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CONDO

FURNACE
EXHIBIT BOOK
AND PAGE

SHEET 1 OF 7

Exhibit "A-3"

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 2 OF 7

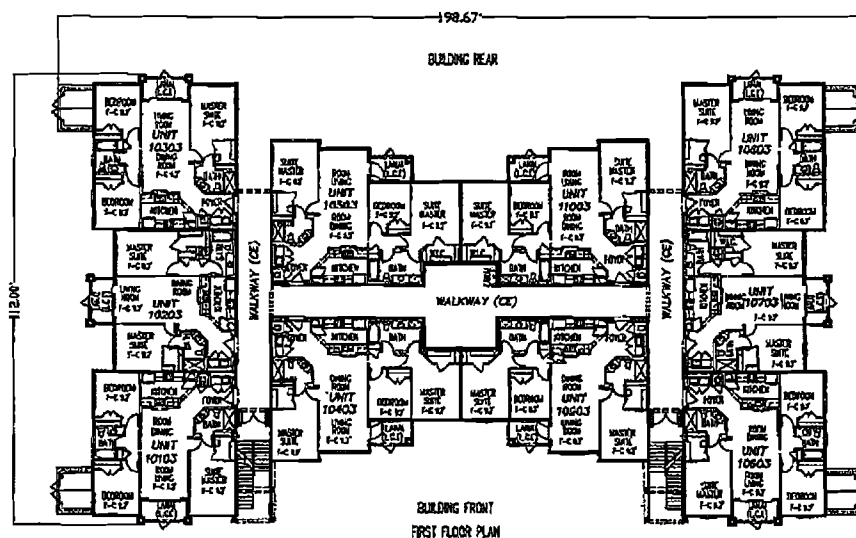
Containing 1,678 acres more or less and being subject to any right-of-way, easements and encumbrances of record.

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
G1	500.00'	067°31'	54.28'	54.25'	S19°40'45"E

McIntosh
DONALD W. MCINTOSH ASSOCIATES, INC.
DRAWERS PLUMBERS SURVEYORS
2515 MAIN STREET, NORTH PLANTATION, FLORIDA 33064
CHRYSLER CREDIT CORPORATION

STONEBRIDGE RESERVE CONDOMINIUM PHASE 3

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 3 OF 7



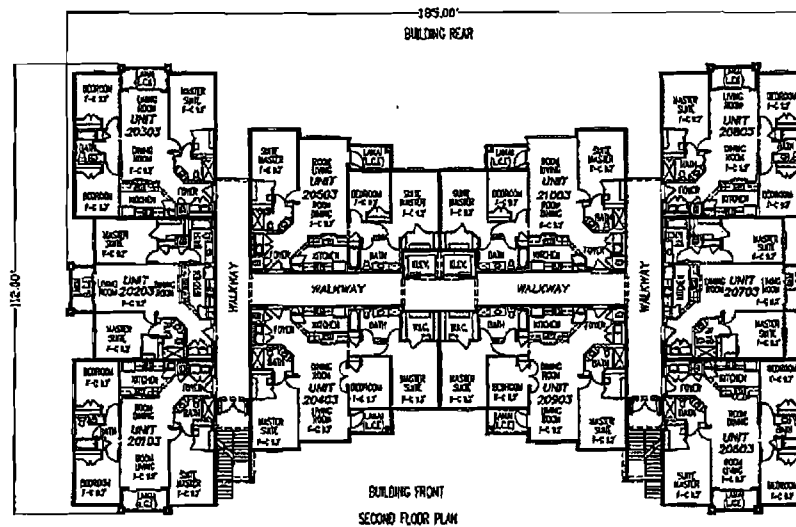
WALKWAY (COMMON ELEMENT) (CE)
LANAI (LIMITED COMMON ELEMENT) (L.C.E.)
F-C 9.2' = FLOOR TO CEILING



DESIGNED BY
DONALD W. MCINTOSH ASSOCIATES, INC.
ARCHITECTS
1000 West 10th Street, Suite 1000, Kansas City, MO 64108
PHOTOGRAPH BY JAMES H. HARRIS

STONEBRIDGE RESERVE CONDOMINIUM PHASE 3

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 4 OF 7



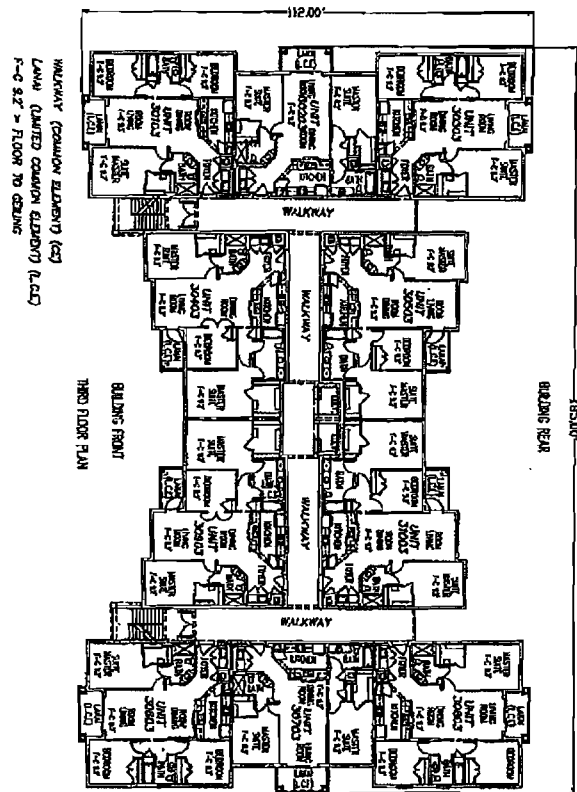
WALKWAY (COMMON ELEMENT) (CCE)
LANAI (LIMITED COMMON ELEMENT) (L.C.E.)
F-C 9.2' = FLOOR TO CEILING



DESIGNED BY
DONALD W. MONTOSH ASSOCIATES, INC.
CHICAGO ILLINOIS
2005 1001 PINE STREET, SUITE 1000, CHICAGO, ILLINOIS 60601
CONTRACT NO. 05-00000000000000000000

STONEBRIDGE RESERVE CONDOMINIUM PHASE 3

CONDOMINIUM EXHIBIT BOOK
AND PHASE
SHEET 5 OF 7



CONRAD W. HARTSHORN ASSOCIATES, INC.
Architects
10000 14th Avenue, Suite 100
Boulder, Colorado 80501
(303) 440-1000
www.conradhartshorn.com

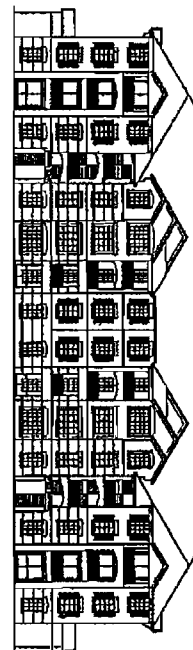
CONDOMINIUM EXHIBIT BOOK
AND PAGE

SHEET 6 OF 7

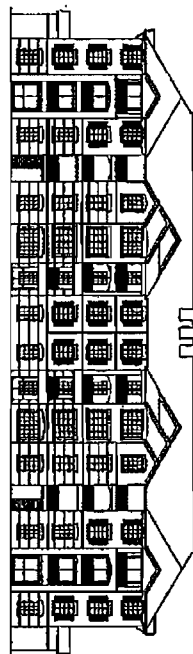


STONEBRIDGE RESERVE CONDOMINIUM PHASE 3

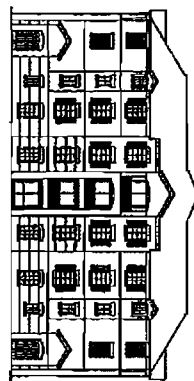
CONDOMINIUM DEED BOOK
AND PAGE
SHEET 7 OF 7



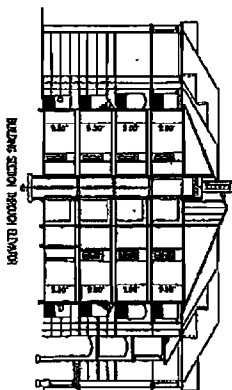
Front Elevation



Rear Elevation



Side Elevation



BUILDING SECTION (SECTION ELEVATION)

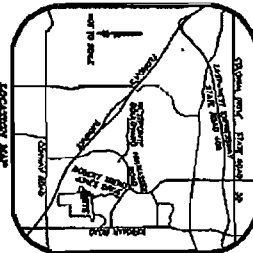


DESIGNED BY
DONALD W. MANNING ASSOCIATES, INC.
CONDOMINIUM DEED BOOK
AND PAGE
SHEET 7 OF 7

PHASE 4

SHEET 1 OF 2

NOTE ALL IMPROVEMENTS
SHOWN ARE PROPOSED



2. Other statements over and benefiting the Commonwealth Property have been written or referred to the Association of Commissioners at Stonebridge Reserve a Contribution, as awarded from this to him. The Defendant has returned the 1901 to grant other statements over the Commonwealth Property, from him to them.

2. All of these items stored in the Conventuals Act of Florida
Schedule

2. Transfer Physical Property - deemed proper by law
procedures for the maintenance and operation of the
Contributors, even though owned by the Association.

[illegible]

I hereby certify the foregoing

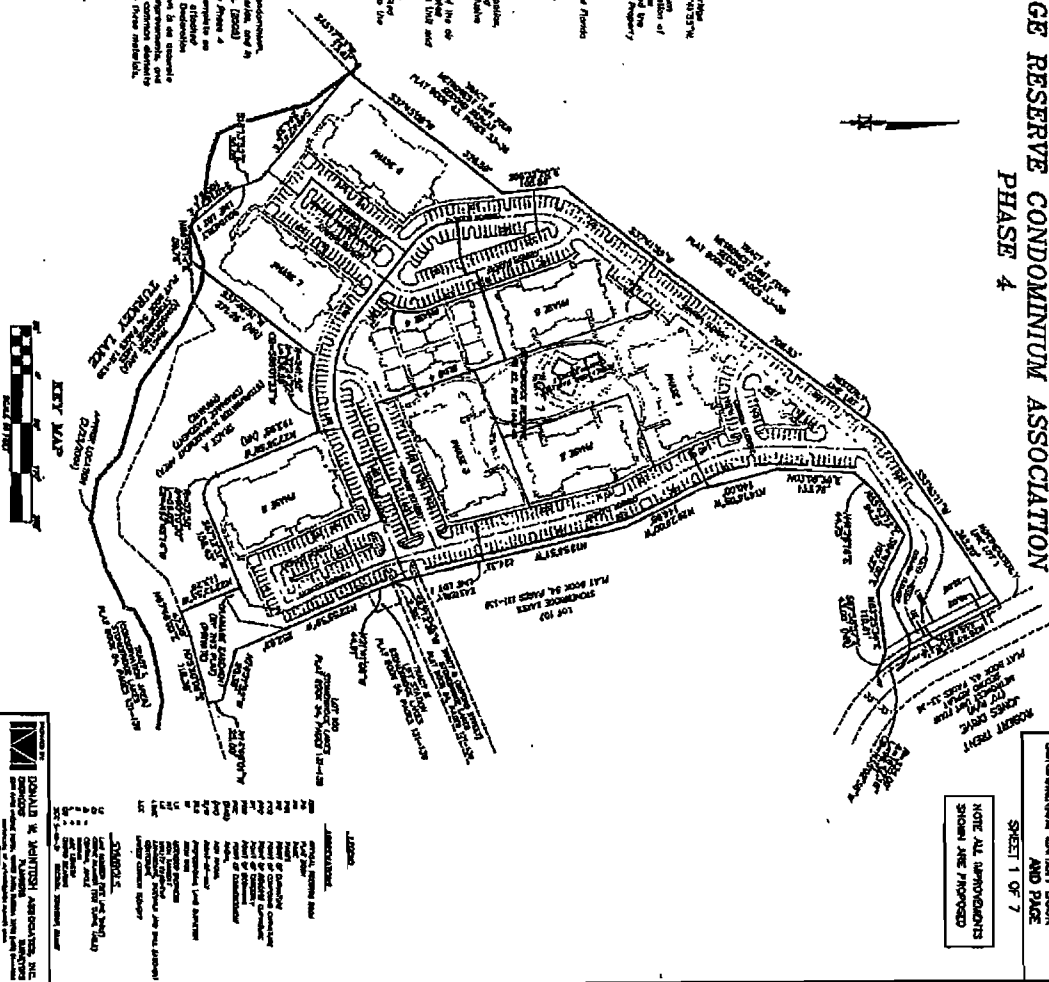
[illegible]

Exhibit "A-4"

PHASE 4

SHEET 3 OF 7

NOTE ALL IMPROVEMENT
SHOWN ARE PROPOSED



DONALD W. MCINTOSH ASSOCIATES, INC.
Osborne **Pulitzer** **Ernst & Young**
 220 West 17th Street, Suite 2710 (4th floor)
 New York, NY 10011-3608

PHASE 4

SHEET 4 OF 7

NOTE ALL IMPROVEMENTS:
SHOWN ARE PROPOSED

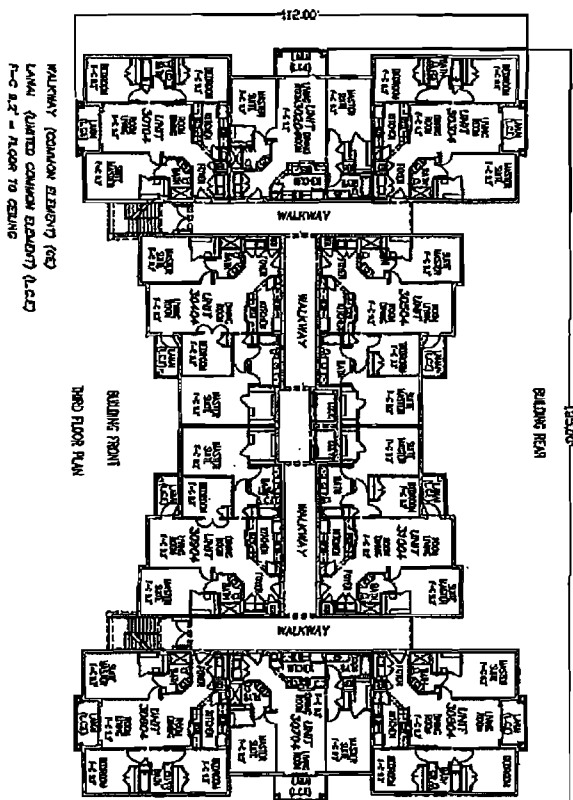


DONALD W. MCINTOSH ASSOCIATES, INC.
DIRECTOR PLUMBING SINKHOLES
5550 JONES AVENUE SUITE 2000, PLANO, TEXAS 75075
972-791-1111

STONEBRIDGE RESERVE CONDOMINIUM PHASE 4

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 5 OF 7

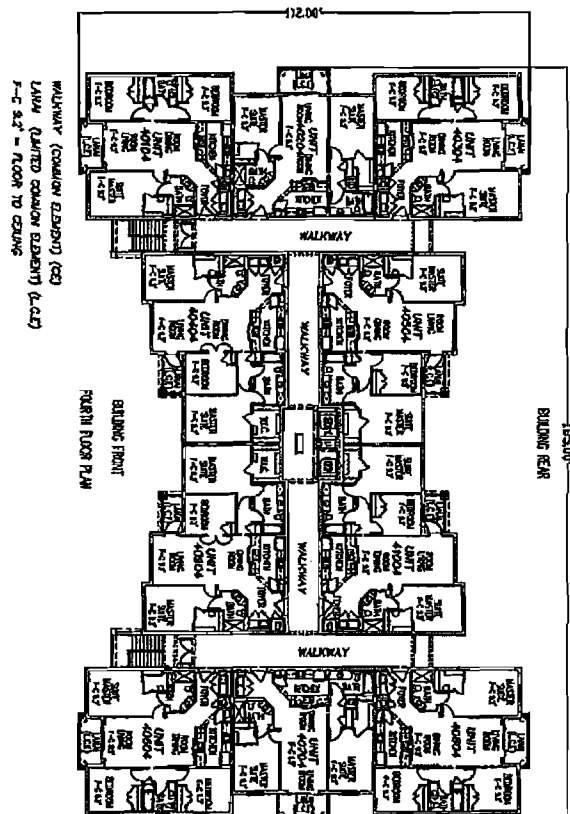
NOTE: ALL IMPROVEMENTS
SHOWN ARE PROPOSED



CONRAD W. HERTSON ASSOCIATES, INC.
10000 10th Avenue, Suite 100
Denver, Colorado 80231
303.755.1000
www.conradherbertson.com

MINIMUM EXHIBIT BOOK
AND PAGE
SHEET 6 OF 7

NOTE ALL IMPROVEMENTS
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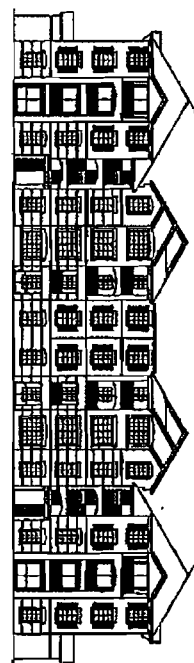
DONALD W. MERTONSH ASSOCIATES, INC.
PLANNERS
 1001 WEST 10TH AVENUE, SUITE 1000, DENVER, CO 80202
 303/733-1111

STONEBRIDGE RESERVE CONDOMINIUM PHASE 4

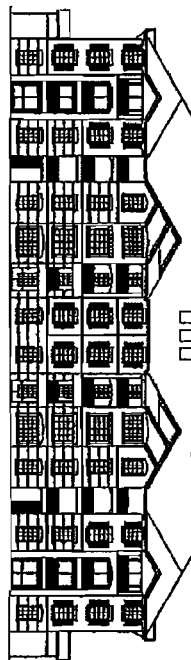
CONDOMINIUM EXHIBIT BOOK
AND PAGE

SHEET 7 OF 7

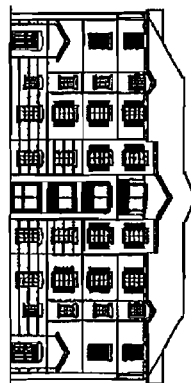
NOTE: ALL DIMENSIONS
SHOWN ARE PROPOSED



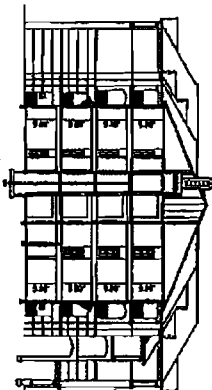
Front Elevation



Rear Elevation



Side Elevation



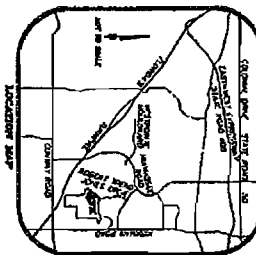
BUILDING SECTION THROUGH DECK



SCALE: 1/8" = 1'-0"

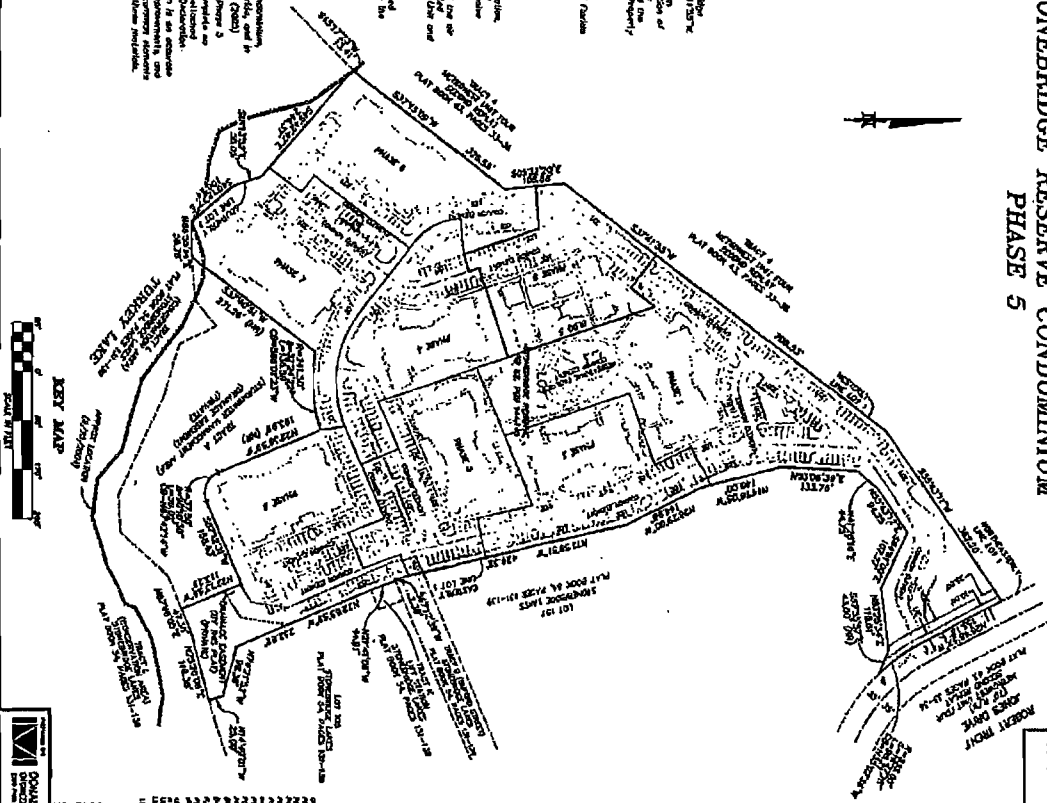
DESIGNED BY
DONALD W. WILFONG ASSOCIATES, INC.
ARCHITECTS
10000 WILLOW CREEK DRIVE, SUITE 100
DALLAS, TEXAS 75243-1000
TEL: 972-440-1111
FAX: 972-440-1112

CONDOMINIUM EIGHTH BOOK
AND PAGE
SHEET 1 OF 7



2. Listings found on the Military line of Col 1 Submarine
Answer as returned to Pb 62, Page 14, 1-1, 641g 25743570

- [illegible]

[illegible]

Scale in feet

DONALD W. MONTOSH ASSOCIATES, INC.
DIRECTORS: **FLANNERY J. HART**
DONALD W. MONTOSH, President
10000 N. 10th Ave., Suite 100, Phoenix, AZ 85020
602/998-8800 or 1-800-441-8800

Exhibit "A-5"

CONDOMINIUM EXHIBIT BOOK
AND PAGE

SHEET 2 OF 7

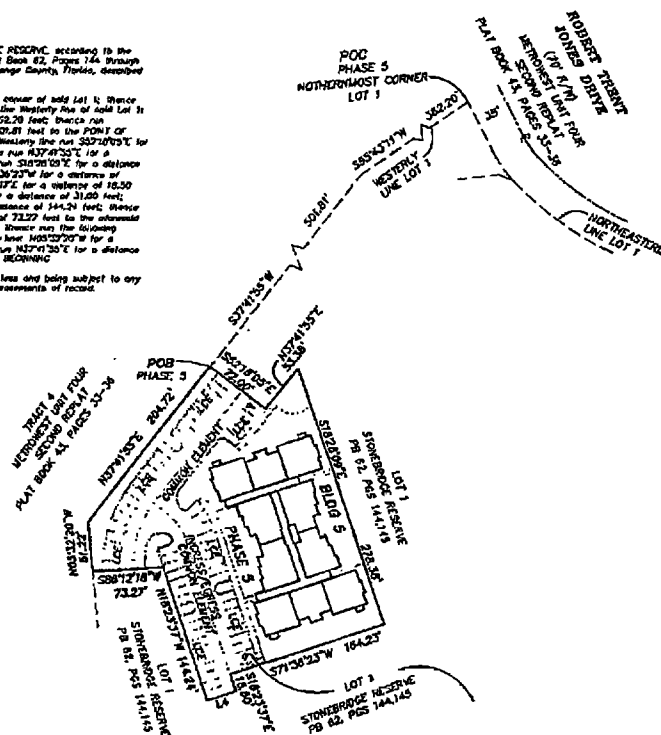
NOTE ALL IMPROVEMENTS
SHOWN ARE PROPOSED

DESCRIPTION

That part of Lot 1, STONEBRIDGE RESERVE, according to the plat thereof, as recorded in Plat Book 82, Pages 144 through 145 of the Public Records of Orange County, Florida, described as follows:

Convergence of the International Equator of said Lot 4, thence run the following courses along the Westerly line of said Lot 3: S59°43'18"W for a distance of 362.20 feet; thence run N57°45'58"W for a distance of 509.81 feet to the POINT of BEGINNING; thence run N57°45'58"W for a distance of 107.67 feet for a distance of 72.03 feet; thence run N57°45'58"W for a distance of 33.38 feet; thence run S30°00'00"W for a distance of 178.10 feet to the POINT of BEGINNING; thence run N64°33'36"E for a distance of 164.33 feet; thence run S11°23'27"E for a distance of 18.50 feet; thence run S1°58'25"S for a distance of 31.00 feet; thence run N18°23'37"E for a distance of 144.21 feet; thence run S59°43'18"W for a distance of 362.20 feet to the POINT of BEGINNING. Northwesterly side of said Lot 4; thence run the following course along said Northwesterly line: N05°32'00"W for a distance of 104.72 feet to the POINT of BEGINNING.

Containing 1,344 pages more or less and being subject to any change-of-views, modifications and amendments of record.



BOUNDARY SURVEY



LINE TABLE		
NUMBER	BEARING	DISTANCE
1-4	S71°35'23"W	37.00'

1000

REFERENCES

[illegible]

SYMBOLS

U - CMC MESSIAH PEST UNIT 10/17
 U - CMC MESSIAH PEST UNIT 10/17
 A - CHURCH JEWEL
 I - JEWEL
 I - LAC JEWEL
 O - CHURCH JEWEL
 Of course, the Jewels are the most important part of the collection.

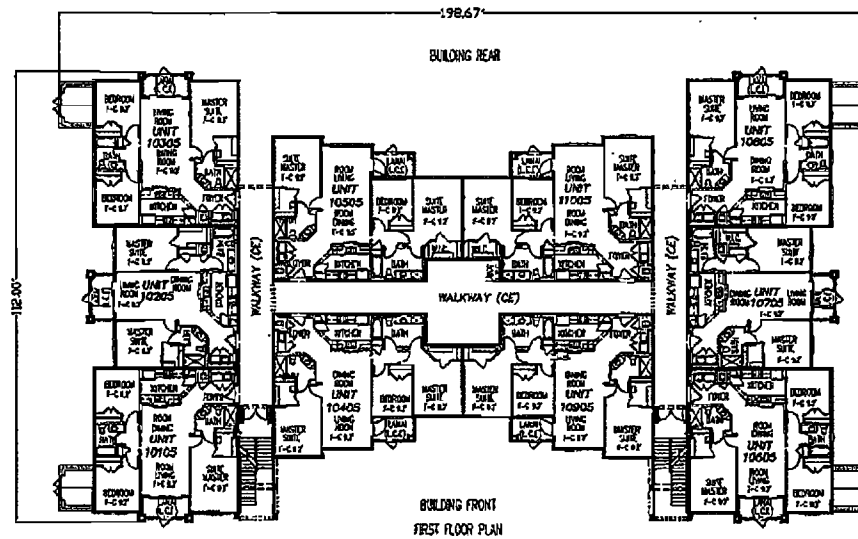
MEMBER OF
MC DONALD W. MCINTOSH ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS
2100 PINE JARVIS DRIVE, SUITE 200, PLYMOUTH, MI 48170-4000

STONEBRIDGE RESERVE CONDOMINIUM PHASE 5

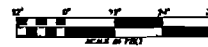
CONDOMINIUM EXHIBIT BOOK
AND PAGE

SHEET 3 OF 7

NOTE: ALL IMPROVEMENTS
SHOWN ARE PROPOSED



WALKWAY (COMMON ELEMENT) (CE)
LANAI (LIMITED COMMON ELEMENT) (L.C.E.)
F-C 3.2' = FLOOR TO CEILING

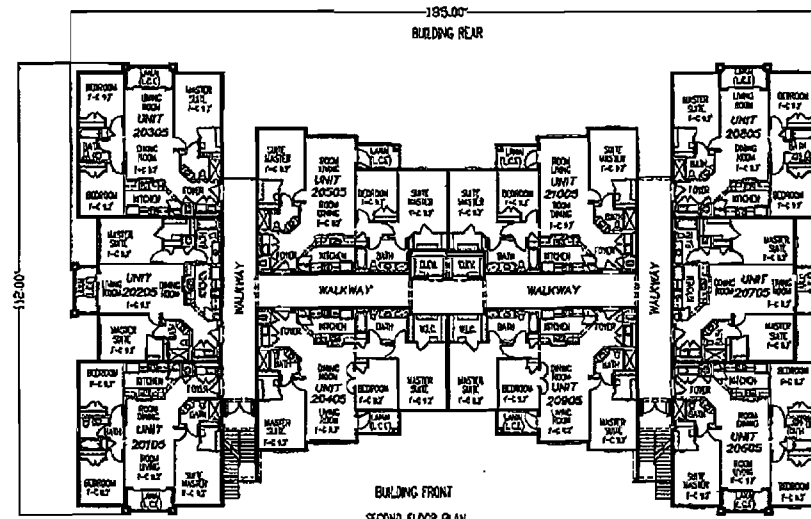


PREPARED BY
DONALD W. MONTGOMERY ASSOCIATES, INC.
DONALD W. MONTGOMERY ASSOCIATES, INC.
PLANNERS
THE PLAN, EXHIBIT, MAP, SPECIFICATIONS, SURVEY AND OTHER DATA
HEREON ARE THE PROPERTY OF DONALD W. MONTGOMERY ASSOCIATES, INC.

STONEBRIDGE RESERVE CONDOMINIUM PHASE 5

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 4 OF 7

NOTE ALL IMPROVEMENTS
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WALKWAY (COMMON ELEMENT) (CE)
LAHAI (LIMITED COMMON ELEMENT) (L.C.E.)
F-C 9.2' = FLOOR TO CEILING



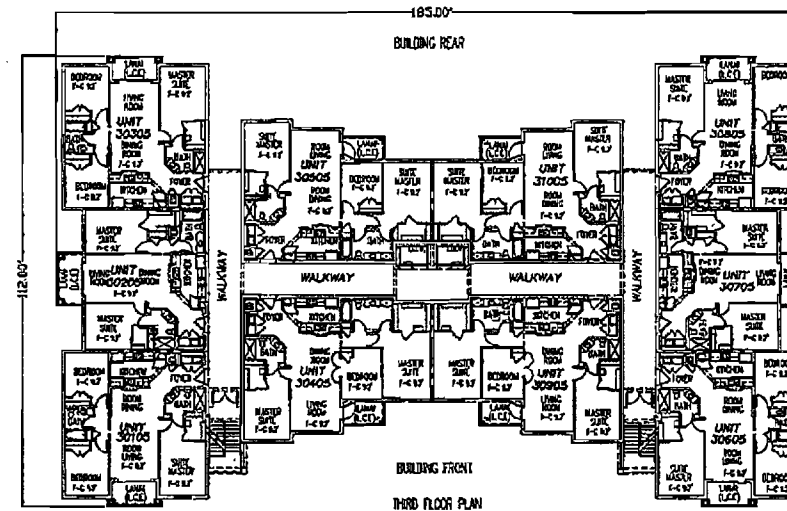
DESIGNED BY DONALD W. MONTGOMERY ASSOCIATES, INC.
PLANNERS
2000 PINE STREET, SUITE 100, P.O. BOX 1000, PLEASANT HILL, CALIF. 94553
OFFICE OF COMMUNITY DEVELOPMENT

STONEBRIDGE RESERVE CONDOMINIUM PHASE 5

CONDOMINIUM EXHIBIT BOOK
AND PAGE

SHEET 5 OF 7

NOTE ALL IMPROVEMENTS
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WALKWAY (COMMON ELEMENT) (CE)
LANAI (LIMITED COMMON ELEMENT) (L.C.E.)
F-C 8.2' = FLOOR TO CEILING

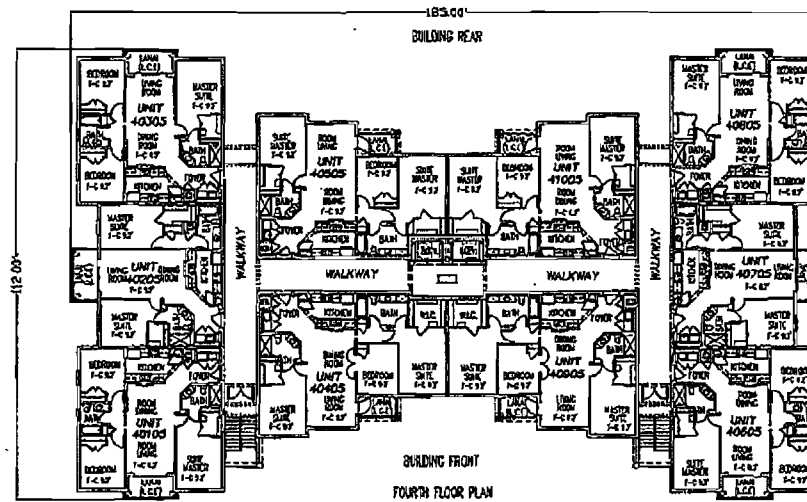


DESIGNED BY
DONALD H. LIGHTTOSH ASSOCIATES, INC.
DRAWN BY
PLANNERS
SURVEYOR
1000 First Street, Suite 100, San Francisco, CA 94104
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STONEBRIDGE RESERVE CONDOMINIUM PHASE 5

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 6 OF 7

NOTE ALL IMPROVEMENTS
SHOWN ARE PROPOSED

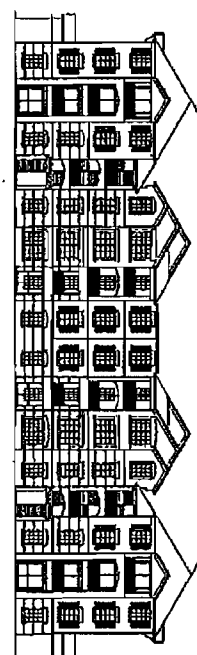


WALKWAY (COMMON ELEMENT) (CE)
LANAI (LIMITED COMMON ELEMENT) (LCE)
F-C 9.2' = FLOOR TO CEILING

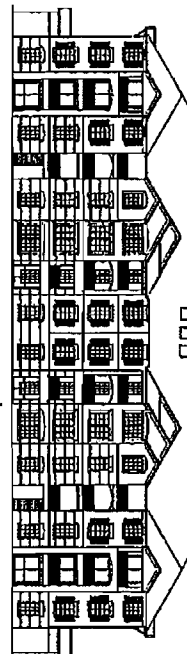


DESIGNED BY
DONALD W. MONTGOMERY ASSOCIATES, INC.
ARCHITECTS
PLANNERS
ENGINEERS
2000 West 10th Street, Suite 100, Fort Lauderdale, FL 33304
407.551.1111
www.dwmontgomery.com

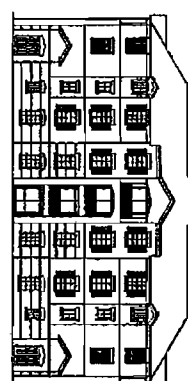
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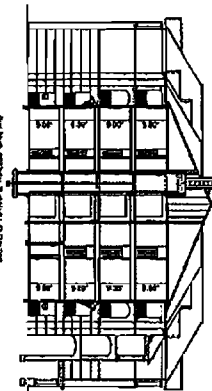
Front Elevation



Rear Elevation



Side Elevation



Building Section (Vertical Section)



NOTE: ALL DIMENSIONS
SHOWN ARE PROPOSED

SHEET 7 OF 7

CONDOMINIUM EXHIBIT BOOK
AND PAGE

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DONALD W. MONTGOMERY ARCHITECTS, INC.
CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 7 OF 7

PHASE 6

SHEET 1 OF 7

NOTE ALL IMPROVISED
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2. Other statements made and published by the Canadian Property have been printed or reprinted in the *Declaration of Condominium of Stoktober Reserve v. Christensen*, as extracted from *line 1* to *line 10*. The Developer has reserved the right to expect either statements over the Canadian Property from time to time.

- [illegible]

1) they carry an income

2) that constitutes a share in Shareholders Return or Contribution, and

3) that is not subject to a special tax.

2) The calculation of the Income-generating investment in Article 5 of the Securities Tax Act (EinkStG) Article 5(1) (1) (2) (3) (4) (5) (6) (7) (8) (9) (10) (11) (12) (13) (14) (15) (16) (17) (18) (19) (20) (21) (22) (23) (24) (25) (26) (27) (28) (29) (30) (31) (32) (33) (34) (35) (36) (37) (38) (39) (40) (41) (42) (43) (44) (45) (46) (47) (48) (49) (50) (51) (52) (53) (54) (55) (56) (57) (58) (59) (60) (61) (62) (63) (64) (65) (66) (67) (68) (69) (70) (71) (72) (73) (74) (75) (76) (77) (78) (79) (80) (81) (82) (83) (84) (85) (86) (87) (88) (89) (90) (91) (92) (93) (94) (95) (96) (97) (98) (99) (100) (101) (102) (103) (104) (105) (106) (107) (108) (109) (110) (111) (112) (113) (114) (115) (116) (117) (118) (119) (120) (121) (122) (123) (124) (125) (126) (127) (128) (129) (130) (131) (132) (133) (134) (135) (136) (137) (138) (139) (140) (141) (142) (143) (144) (145) (146) (147) (148) (149) (150) (151) (152) (153) (154) (155) (156) (157) (158) (159) (160) (161) (162) (163) (164) (165) (166) (167) (168) (169) (170) (171) (172) (173) (174) (175) (176) (177) (178) (179) (180) (181) (182) (183) (184) (185) (186) (187) (188) (189) (190) (191) (192) (193) (194) (195) (196) (197) (198) (199) (200) (201) (202) (203) (204) (205) (206) (207) (208) (209) (210) (211) (212) (213) (214) (215) (216) (217) (218) (219) (220) (221) (222) (223) (224) (225) (226) (227) (228) (229) (230) (231) (232) (233) (234) (235) (236) (237) (238) (239) (240) (241) (242) (243) (244) (245) (246) (247) (248) (249) (250) (251) (252) (253) (254) (255) (256) (257) (258) (259) (260) (261) (262) (263) (264) (265) (266) (267) (268) (269) (270) (271) (272) (273) (274) (275) (276) (277) (278) (279) (280) (281) (282) (283) (284) (285) (286) (287) (288) (289) (290) (291) (292) (293) (294) (295) (296) (297) (298) (299) (300) (301) (302) (303) (304) (305) (306) (307) (308) (309) (310) (311) (312) (313) (314) (315) (316) (317) (318) (319) (320) (321) (322) (323) (324) (325) (326) (327) (328) (329) (330) (331) (332) (333) (334) (335) (336) (337) (338) (339) (340) (341) (342) (343) (344) (345) (346) (347) (348) (349) (350) (351) (352) (353) (354) (355) (356) (357) (358) (359) (360) (361) (362) (363) (364) (365) (366) (367) (368) (369) (370) (371) (372) (373) (374) (375) (376) (377) (378) (379) (380) (381) (382) (383) (384) (385) (386) (387) (388) (389) (390) (391) (392) (393) (394) (395) (396) (397) (398) (399) (400) (401) (402) (403) (404) (405) (406) (407) (408) (409) (410) (411) (412) (413) (414) (415) (416) (417) (418) (419) (420) (421) (422) (423) (424) (425) (426) (427) (428) (429) (430) (431) (432) (433) (434) (435) (436) (437) (438) (439) (440) (441) (442) (443) (444) (445) (446) (447) (448) (449) (450) (451) (452) (453) (454) (455) (456) (457) (458) (459) (460) (461) (462) (463) (464) (465) (466) (467) (468) (469) (470) (471) (472) (473) (474) (475) (476) (477) (478) (479) (480) (481) (482) (483) (484) (485) (486) (487) (488) (489) (490) (491) (492) (493) (494) (495) (496) (497) (498) (499) (500) (501) (502) (503) (504) (505) (506) (507) (508) (509) (510) (511) (512) (513) (514) (515) (516) (517) (518) (519) (520) (521) (522) (523) (524) (525) (526) (527) (528) (529) (530) (531) (532) (533) (534) (535) (536) (537) (538) (539) (540) (541) (542) (543) (544) (545) (546) (547) (548) (549) (550) (551) (552) (553) (554) (555) (556) (557) (558) (559) (560) (561) (562) (563) (564) (565) (566) (567) (568) (569) (570) (571) (572) (573) (574) (575) (576) (577) (578) (579) (580) (581) (582) (583) (584) (585) (586) (587) (588) (589) (590) (591) (592) (593) (594) (595) (596) (597) (598) (599) (600) (601) (602) (603) (604) (605) (606) (607) (608) (609) (610) (611) (612) (613) (614) (615) (616) (617) (618) (619) (620) (621) (622) (623) (624) (625) (626) (627) (628) (629) (630) (631) (632) (633) (634) (635) (636) (637) (638) (639) (640) (641) (642) (643) (644) (645) (646) (647) (648) (649) (650) (651) (652) (653) (654) (655) (656) (657) (658) (659) (660) (661) (662) (663) (664) (665) (666) (667) (668) (669) (670) (671) (672) (673) (674) (675) (676) (677) (678) (679) (680) (681) (682) (683) (684) (685) (686) (687) (688) (689) (690) (691) (692) (693) (694) (695) (696) (697) (698) (699) (700) (701) (702) (703) (704) (705) (706) (707) (708) (709) (710) (711) (712) (713) (714) (715) (716) (717) (718) (719) (720) (721) (722) (723) (724) (725) (726) (727) (728) (729) (730) (731) (732) (733) (734) (735) (736) (737) (738) (739) (740) (741) (742) (743) (744) (745) (746) (747) (748) (749) (750) (751) (752) (753) (754) (755) (756) (757) (758) (759) (760) (761) (762) (763) (764) (765) (766) (767) (768) (769) (770) (771) (772) (773) (774) (775) (776) (777) (778) (779) (780) (781) (782) (783) (784) (785) (786) (787) (788) (789) (790) (791) (792) (793) (794) (795) (796) (797) (798) (799) (800) (801) (802) (803) (804) (805) (806) (807) (808) (809) (810) (811) (812) (813) (814) (815) (816) (817) (818) (819) (820) (821) (822) (823) (824) (825) (



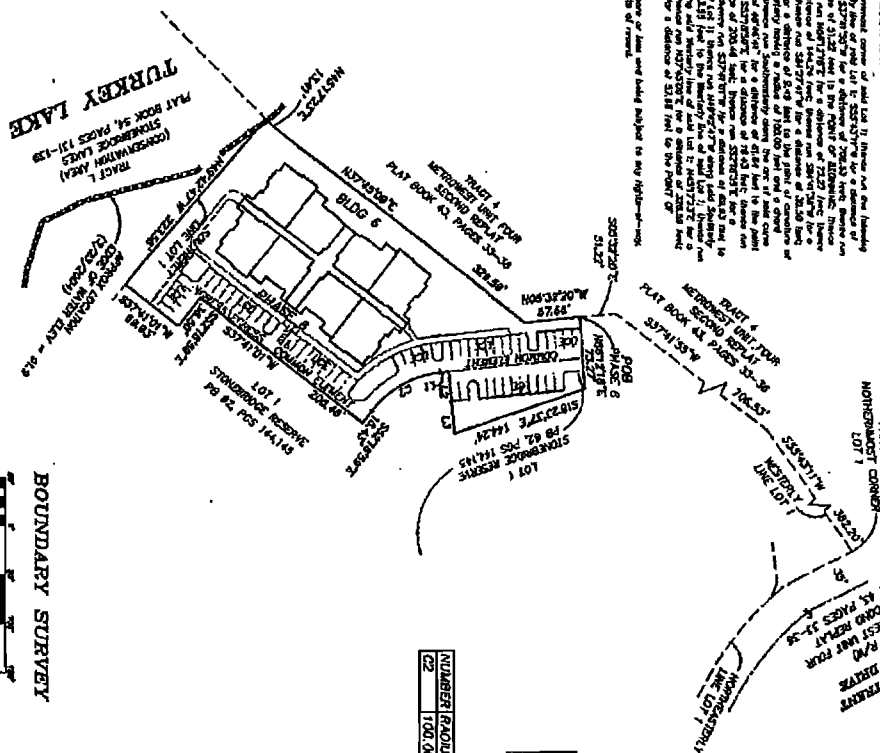
DONALD W. MCINTOSH ASSOCIATES, INC.
DIRECTORS: PLAYBOYS, ELITE, TITAN
THE NEW JERSEY STATE, NEW YORK, CALIF., ILL. AND N.Y.C.

Book8928/Page1506 CFN#20060696472 Page 79 of 138

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 2 OF 7

SHEET 2 OF 7

**NOTE: ALL IMPROVEMENTS
SHOWN ARE PROPOSED**



LINE TABLE		
NUMBER	BEARING	DISTANCE
L1	S05°32'19"E	9.49'
L2	S84°27'41"W	10.50'
L3	S84°41'38"W	32.83'

LOVE TABLE

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C2	100.00'	48°45'41"	81.64'	79.39'	528°55.39"E

CURVE TABLE

BOUNDARY SURVEY

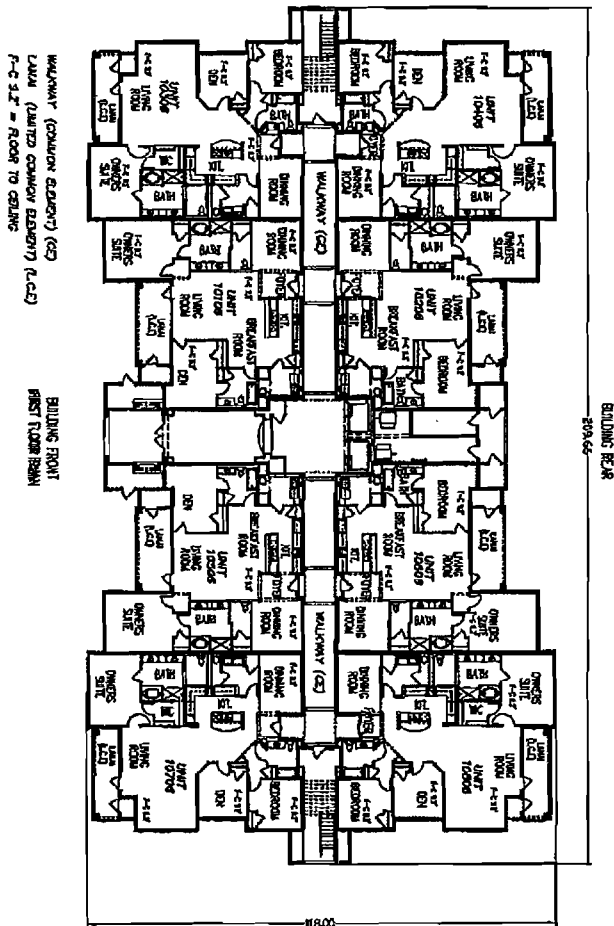


DOMAL W. MCSTOSH ASSOCIATES, INC.
DESIGNER
PLASTER
AND GYPSUM WORK, INTERIORS AND EXTERIORS
SPECIALIZING IN RESTORATION WORK ALSO

STONEBRIDGE RESERVE CONDOMINIUM PHASE 6

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 3 OF 7

NOTE: ALL IMPROVEMENTS
SHOWN ARE PROPOSED

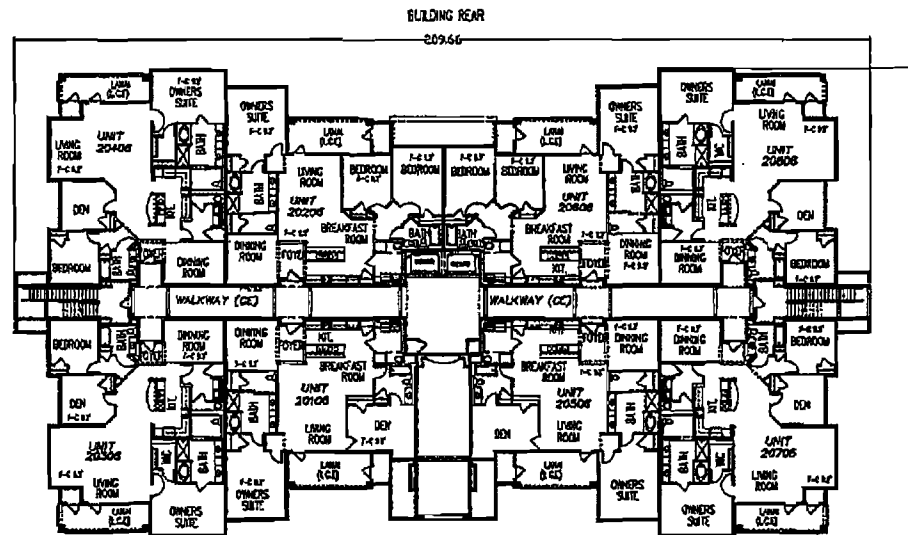


DEVELOPED BY
DANIEL W. WATKINS ASSOCIATES, INC.
10000 W. 100TH AVENUE, SUITE 100
DENVER, COLORADO 80231
TEL: 303.440.1000
FAX: 303.440.1001
WWW.DANIELWATKINS.COM

STONEBRIDGE RESERVE CONDOMINIUM PHASE 6

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 4 OF 7

NOTE ALL IMPROVEMENTS
SHOWN ARE PROPOSED



WALKWAY (COMMON ELEMENT) (CC)
LANAI (LIMITED COMMON ELEMENT) (L.C.E.)
F-C 8.2' = FLOOR TO CEILING

BUILDING FRONT
SECOND FLOOR PLAN



DESIGNED BY
DONALD W. MCINTOSH ASSOCIATES, INC.
ARCHITECTS
200 First National Center, Suite 200, St. Louis, MO 63102
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SHEET 5 OF 7

SHEET 5 OF 7

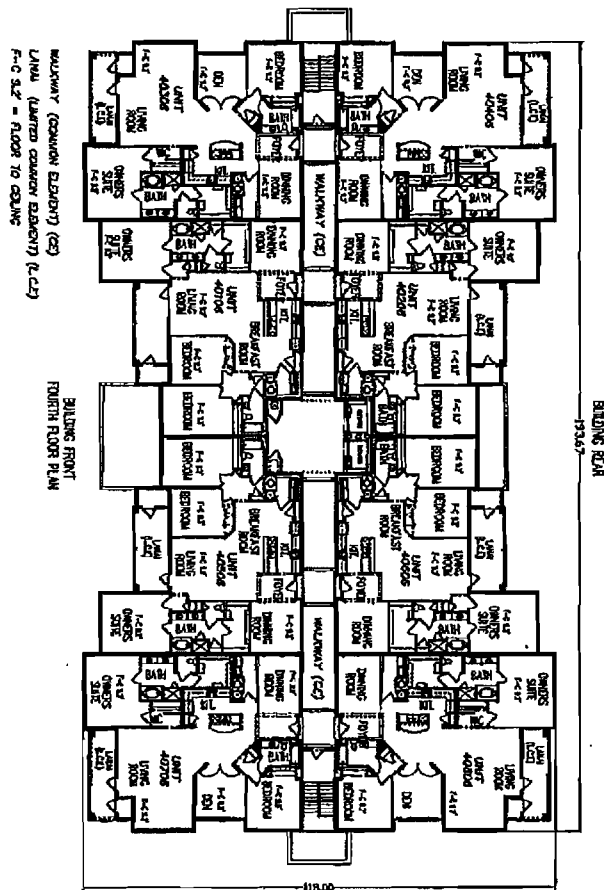


REGISTERED TO:

DONALD W. MCINTOSH ASSOCIATES, INC.
DIRECTOR: RUSSELL S. MCINTOSH
Last First Middle Initial Suffix, Address, State, Zip and e-mail
Telephone or telextransmission address (USA)

CONDOMINIUM EASEMENT BOOK
AND PAGE
SHEET 6 OF 7

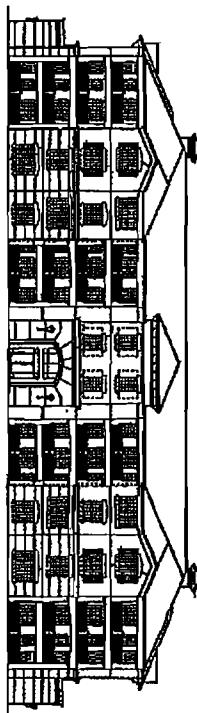
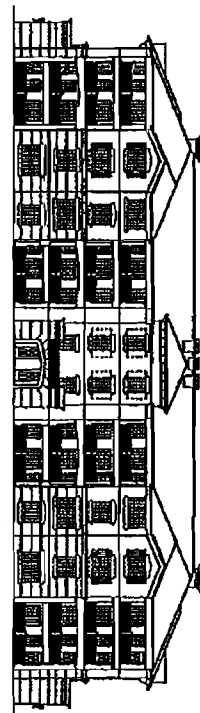
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SHOWN ARE PROPOSED



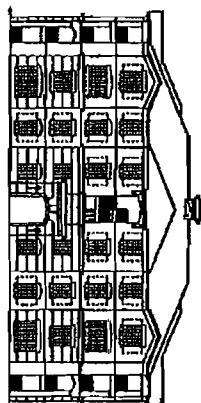
PHASE 6

Sheet 7 of 7

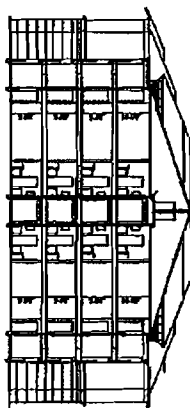
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BELOW THE BAR - Profit Division



BUILDING THE CASE - MAKING THE CONNECTION



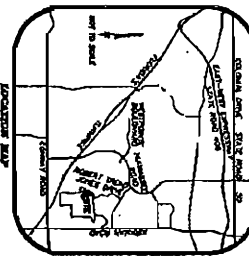
ALL THE TIME - ALL THE SECTIONS AT 66275/V



DONALD W. MCINTOSH ASSOCIATES, INC.
INDUSTRIAL PLANTERS
 10000 W. 10th Ave., Suite 1000, Denver, CO 80202
 (303) 751-1100

**CONDOMINIUM ESENT BOOK
AND PAGE**

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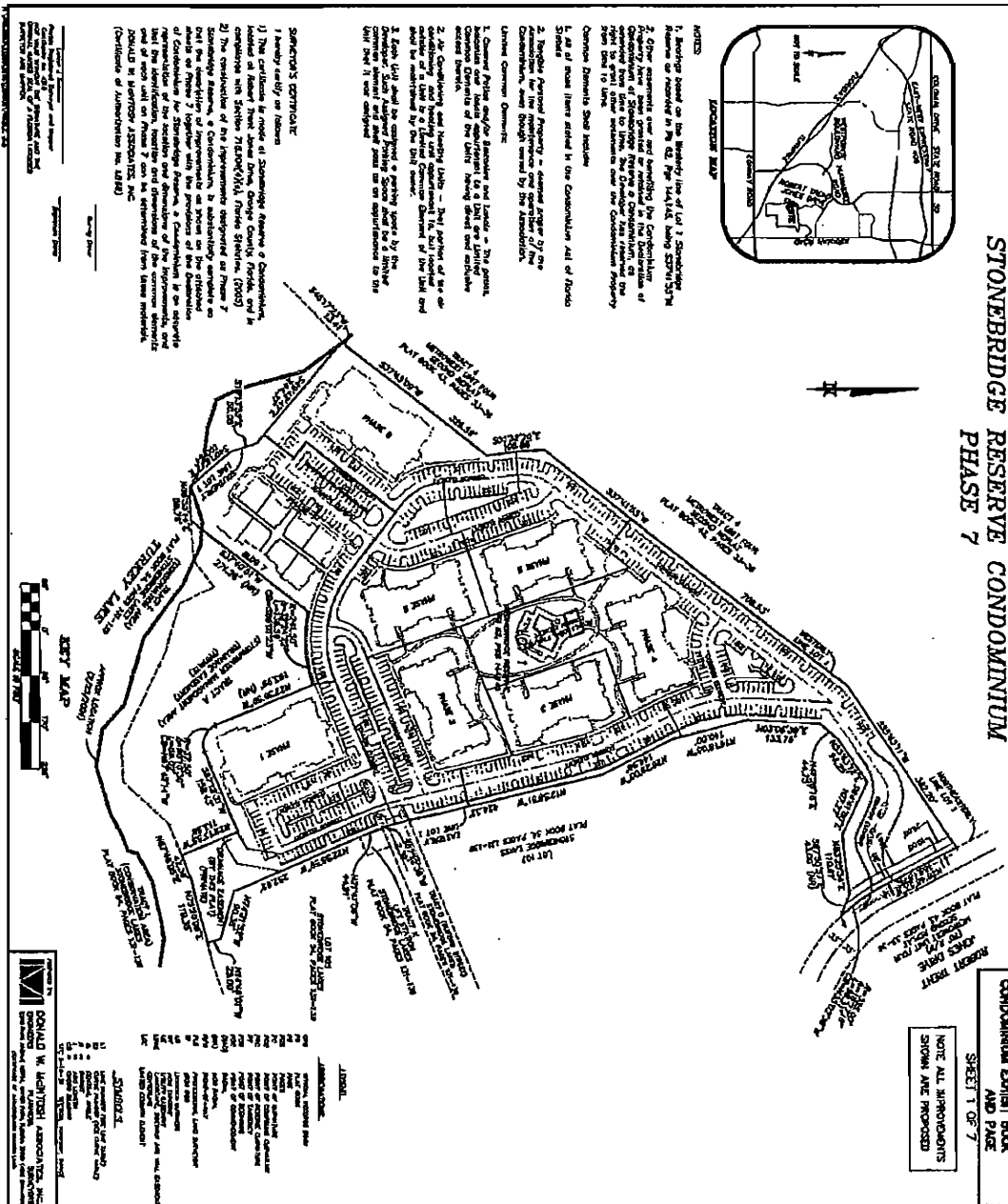


Results

- [illegible]

SANCTIONS DO NOT

- [illegible]



Book8928/Page1513 CFN#20060696472 Page 86 of 138

SHEET 2 OF 7

DESCRIPTION:

That part of Lot 7, STONEBROOK RESERVE according to the plat thereof, as recorded in Plan Book 82, Pages 144 through 145 of the Public Records of Summit County, Florida, described as follows:

[illegible]

Containing 2,752 acres more or less one being subject to any rights-of-way, restrictions and easements of record.

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	200.00'	60°28'22"	211.09'	201.43'	S82°33'10"E

United

1 JAN 1967

Q99	OFFICIAL RECORDS SECTION
P99	PLAT FORM
R99	POST
S99	POWER
T99	POINT OF CONVICTION
U99	POINT OF COMPASS DIRECTION
V99	POINT OF VIEW/POINT OF OBSERVATION
W99	POINT OF ORIGIN
X99	POINT OF INTERVIEW
Y99	POINT OF ORIGIN/CONTACT
Z99	POINT
AA99	POINT OF ORIGIN
AB99	POINT-OF-ORIGIN
AC99	PROFESSIONAL AND BUSINESS
AD99	PROFESSOR
AE99	PROFESSOR OF BUSINESS
AF99	PROFESSOR OF BUSINESS
AG99	PROFESSOR OF BUSINESS
AH99	PROFESSOR OF BUSINESS
AI99	PROFESSOR OF BUSINESS
AJ99	PROFESSOR OF BUSINESS
AK99	PROFESSOR OF BUSINESS
AL99	PROFESSOR OF BUSINESS
AM99	PROFESSOR OF BUSINESS
AN99	PROFESSOR OF BUSINESS
AO99	PROFESSOR OF BUSINESS
AP99	PROFESSOR OF BUSINESS
AQ99	PROFESSOR OF BUSINESS
AR99	PROFESSOR OF BUSINESS
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AT99	PROFESSOR OF BUSINESS
AU99	PROFESSOR OF BUSINESS
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CH99	PROFESSOR OF BUSINESS
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CM99	PROFESSOR OF BUSINESS
CN99	PROFESSOR OF BUSINESS
CO99	PROFESSOR OF BUSINESS
CP99	PROFESSOR OF BUSINESS
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CT99	PROFESSOR OF BUSINESS
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CX99	PROFESSOR OF BUSINESS
CY99	PROFESSOR OF BUSINESS
CZ99	PROFESSOR OF BUSINESS
DA99	PROFESSOR OF BUSINESS
DB99	PROFESSOR OF BUSINESS
DC99	PROFESSOR OF BUSINESS
DD99	PROFESSOR OF BUSINESS
DE99	PROFESSOR OF BUSINESS
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DG99	PROFESSOR OF BUSINESS
DH99	PROFESSOR OF BUSINESS
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DS99	PROFESSOR OF BUSINESS
DT99	PROFESSOR OF BUSINESS
DU99	PROFESSOR OF BUSINESS
DV99	PROFESSOR OF BUSINESS
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EX99	PROFESSOR OF BUSINESS
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EZ99	PROFESSOR OF BUSINESS
FA99	PROFESSOR OF BUSINESS
FB99	PROFESSOR OF BUSINESS
FC99	PROFESSOR OF BUSINESS
FD99	PROFESSOR OF BUSINESS
FE99	PROFESSOR OF BUSINESS
FF99	PROFESSOR OF BUSINESS
FG	

524925

11 LAST JOURNAL PAGE LAST ENTRY
 12 CLAVE ALABAMA DIST CLAVE ENTRY
 13 A - COUNTRY NAME
 14 P - PREFIX
 15 S - AKA LETTERS
 16 CR - COUNTRY PREFIX
 17 WTS 1-4-79 SECTION, NUMBER, PAGE

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CONDOMINIUM EXIST BOOK
AND PAGE
SHEET 3 OF 7

**BUILDING FRONT
FIRST FLOOR PLAN**



DONALD W. McINTOSH ASSOCIATES, INC.
DIRECTOR PLUMBING BAYVIEW
1200 PINE CREST DRIVE, SUITE 100, BAYVIEW, MI 48064
CALL 313/361-1111

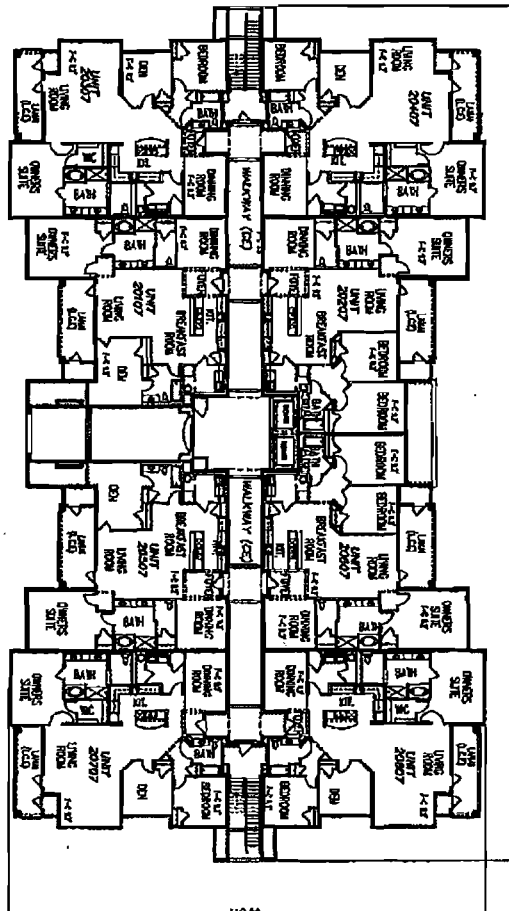
STONEBRIDGE RESERVE CONDOMINIUM PHASE 7

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 4 of 7

NOTE: ALL IMPROVEMENTS
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WALKWAY (COMMON ELEMENT) (C2)
LANE (LIMITED COMMON ELEMENT) (L.C.E.)
F-C 3.2' = FLOOR TO CEILING

BUILDING FRONT
SECOND FLOOR PLAN



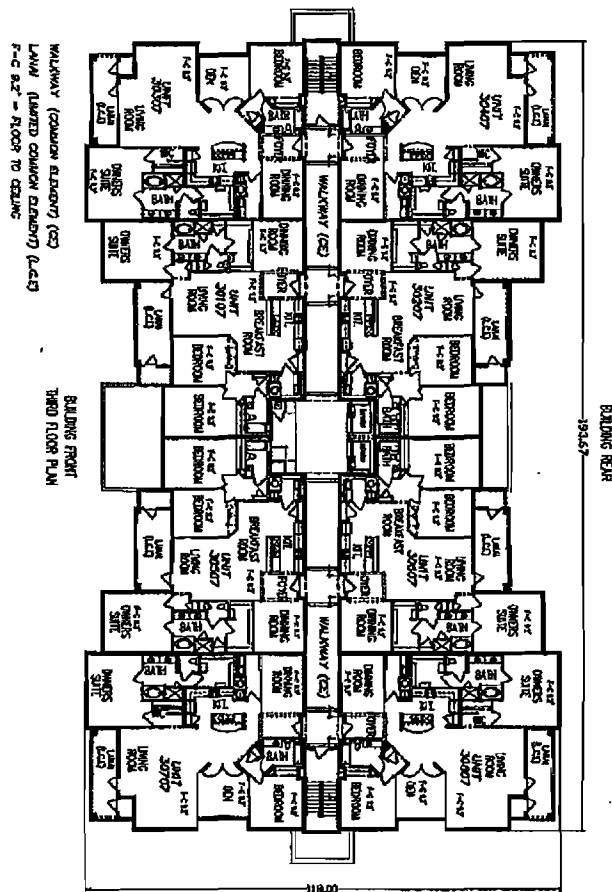
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1000 W. 10TH AVENUE, SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
FAX: 303.733.1112
WWW.DONALDWBERRY.COM

STONEBRIDGE RESERVE CONDOMINIUM PHASE 7

CONDOMINIUM EXHIBIT BOOK
AND PAGE

SHEET 3 OF 7

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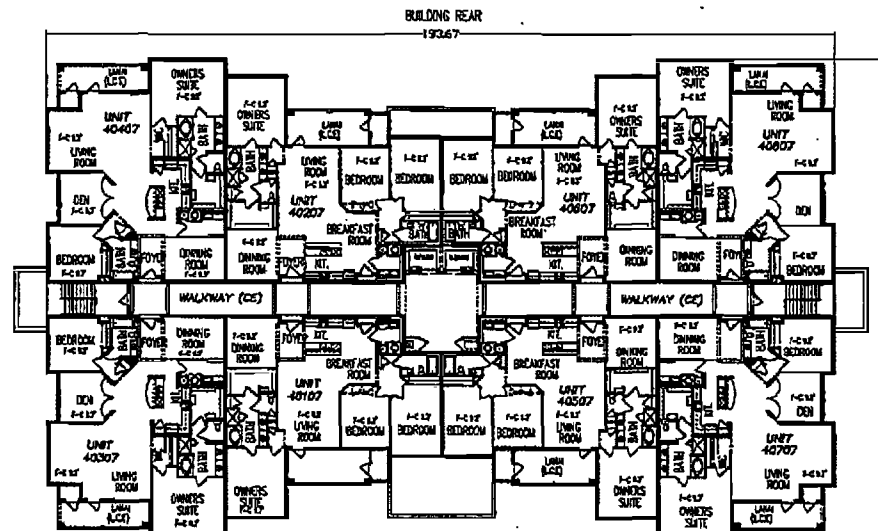


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ARCHITECTS
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(303) 751-1000
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STONEBRIDGE RESERVE CONDOMINIUM PHASE 7

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 6 OF 7

NOTE ALL IMPROVEMENTS
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WALKWAY (COMMON ELEMENT) (CE)
LANAI (LIMITED COMMON ELEMENT) (L.C.E.)
F-C 9.2' = FLOOR TO CEILING

BUILDING FRONT
FOURTH FLOOR PLAN



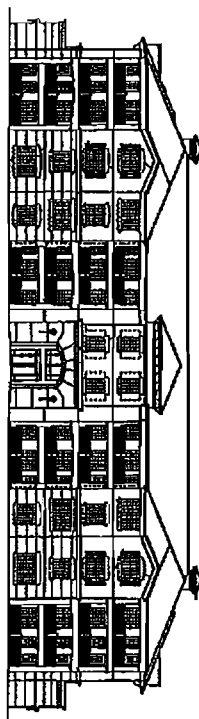
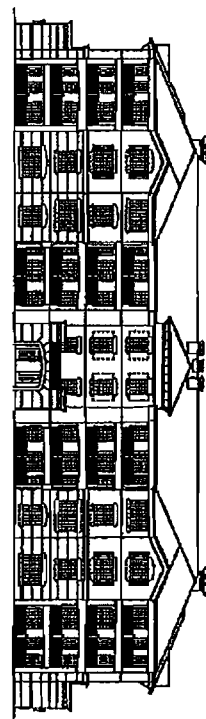
DONALD W. MCINTOSH ASSOCIATES, INC.
PLANNERS
2000 PINE JUNCTION DRIVE, SUITE 100, PLYMOUTH, MI 48150
734.771.1100

STONEBRIDGE RESERVE CONDOMINIUM PHASE 7

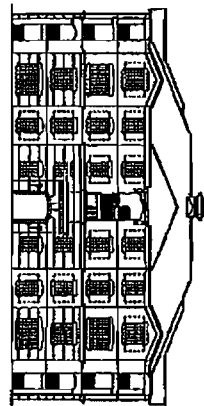
CONDOMINIUM EXHIBIT BOOK
AND PAGE

SHEET 7 OF 7

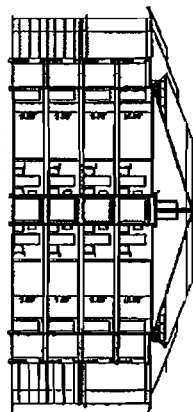
NOTE: ALL IMPROVEMENTS
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BUILDING TYPE ONE - NORTH ELEVATION



BUILDING TYPE ONE - THICK SIDE ELEVATION



BUILDING TYPE ONE - BUILDING SECTION AT BRIDGEWAY



DESIGNED BY
DONALD W. MARSHALL ASSOCIATES, INC.
REGISTERED PROFESSIONAL ARCHITECTS
300 NORTH BRIDGEWAY, SUITE 200
ST. LOUIS, MISSOURI 63101
TEL: 314.433.1100
FAX: 314.433.1101
WWW.DWMARSHALL.COM

SHEET 2 OF 7

DESCRIPTION:

that part of Lot 1, STONERIDGE RESERVE, according to the plat thereof, as reported in Plat Book 22, Pages 144 and 145 of the Public Records of Grange County, Florida, described as follows:

Commence at the Northeast corner of said lot 1; thence run the following courses along the Northwesterly and Easterly lines of said lot 1, S28°45'12"W for a distance of 120.13 feet to a point of tangency of a curve between a straight line bearing a radius of 25.00 feet to the center of curvature, S33°02'12"W for a distance of 120.13 feet to the point of tangency, through a central angle of 167°17'18" for a distance of 162.71 feet to a point of tangency of a curve between a straight line bearing a radius of 25.00 feet to the center of curvature, a distance of 77.03 feet to the center of curvature, N44°04'10"W for a distance of 102.27 feet, thence run S33°47'12"W for a distance of 64.25 feet, thence run S41°19'18"W for a distance of 44.75 feet, thence run S28°29'29"W for a distance of 125.76 feet, thence run S41°49'18"W for a distance of 140.04 feet, thence run S41°49'18"W for a distance of 14.96 feet, thence run S28°43'31"W for a distance of 378.54 feet to the POINT OF BEGINNING; thence continue the Easterly line along the Easterly side of said lot 1, S28°43'31"W for a distance of 25.27 feet, thence run N45°17'12"W for a distance of 1.50 feet, thence run S41°19'18"W for a distance of 64.31 feet, thence run S28°43'31"W for a distance of 122.62 feet, thence run S41°19'18"W for a distance of 140.04 feet, thence run S41°19'18"W for a distance of 14.96 feet, thence run S28°43'31"W for a distance of 378.54 feet to the Southwesterly side of said lot 1; thence run S41°19'18"W for a distance of 14.96 feet, thence run S28°43'31"W for a distance of 122.62 feet, thence run S41°19'18"W for a distance of 140.04 feet, thence run S41°19'18"W for a distance of 14.96 feet, thence run S28°43'31"W for a distance of 378.54 feet to the center of curvature of a curve between a Northwesterly bearing a radius of 25.00 feet and a chord bearing a distance of 162.71 feet to the center of curvature, S33°02'12"W for a distance of 120.13 feet, thence run S28°43'31"W for a distance of 120.13 feet to the point of tangency, thence run S41°19'18"W for a distance of 140.04 feet, thence run S41°19'18"W for a distance of 14.96 feet, thence run S28°43'31"W for a distance of 378.54 feet to the center of curvature of a curve between a Northwesterly bearing a radius of 25.00 feet and a chord bearing a distance of 162.71 feet to the center of curvature, S33°02'12"W for a distance of 120.13 feet, thence run S28°43'31"W for a distance of 120.13 feet to the point of tangency, through a central angle of 167°17'18" for a distance of 162.71 feet to a point of tangency of a curve between a straight line bearing a radius of 25.00 feet to the center of curvature, a distance of 77.03 feet to the center of curvature, N44°04'10"W for a distance of 102.27 feet, thence run S33°47'12"W for a distance of 64.25 feet, thence run S41°19'18"W for a distance of 44.75 feet, thence run S28°29'29"W for a distance of 125.76 feet, thence run S41°49'18"W for a distance of 140.04 feet, thence run S41°49'18"W for a distance of 14.96 feet, thence run S28°43'31"W for a distance of 378.54 feet to the POINT OF BEGINNING.

Containing 2,034 pages more or less and being subject to any rights-of-way, restrictions and easements of record.

CURVE TABLE

NUMBER	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
G1	500.00'	067.311"	54.28'	54.25'	N19°40'45"W

1944

Abstract

[illegible]

INBOLS

LA THE MARCH FOR AMT LABOR
ST CIVIC MARCH FOR CIVIL RIGHTS
AL = CO-ORDINATOR
B = B-000
L = ACT LEADER
CB = GROUP CHAIRMAN
MC 3-A-B-C DUTY/RESPONSIBILITY

REPORTED BY

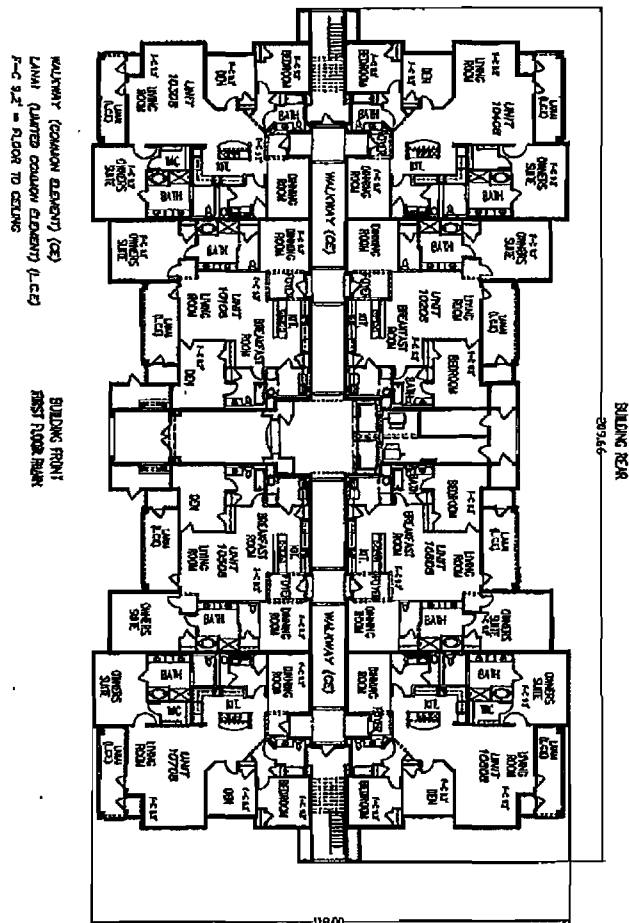
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304 Arts and Crafts, Walnut Creek, P.O. Box 2000
Member of Associated General Contractors of America

STONEBRIDGE RESERVE CONDOMINIUM PHASE 8

CONDOMINIUM EXHIBIT BOOK
AND PAGE

SHEET 3 OF 7

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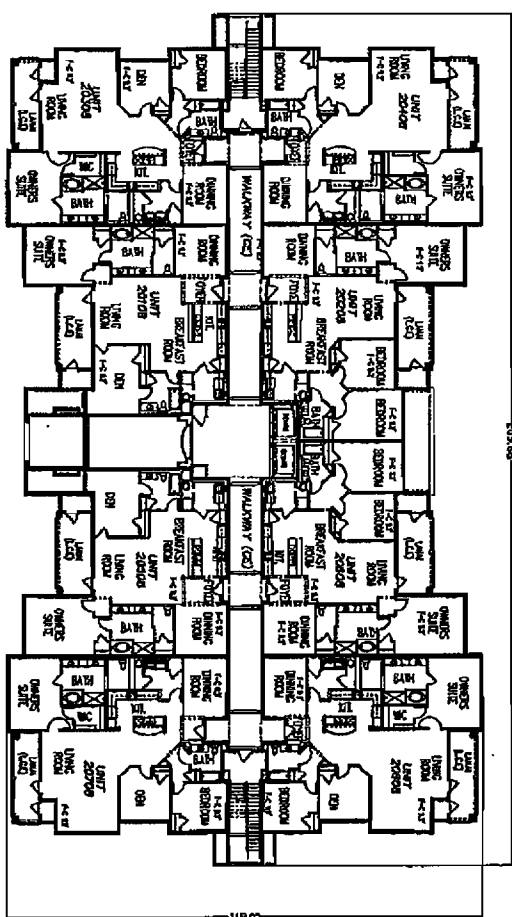
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DESIGNED BY CONRAD W. HARTMAN ARCHITECTS, LLC
DRAWN BY CONRAD W. HARTMAN ARCHITECTS, LLC
DATE: 10/10/2010

STONEBRIDGE RESERVE CONDOMINIUM PHASE 8

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 4 OF 7

NOTE: ALL IMPROVEMENTS
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BUILDING REAR
E09.66



WALKWAY (COMMON ELEMENT) (CCE)
LAUN (UNITED COMMON ELEMENT) (U.C.E.)
F-C 3.2' = FLOOR TO CEILING

BUILDING FRONT
SECOND FLOOR PLAN

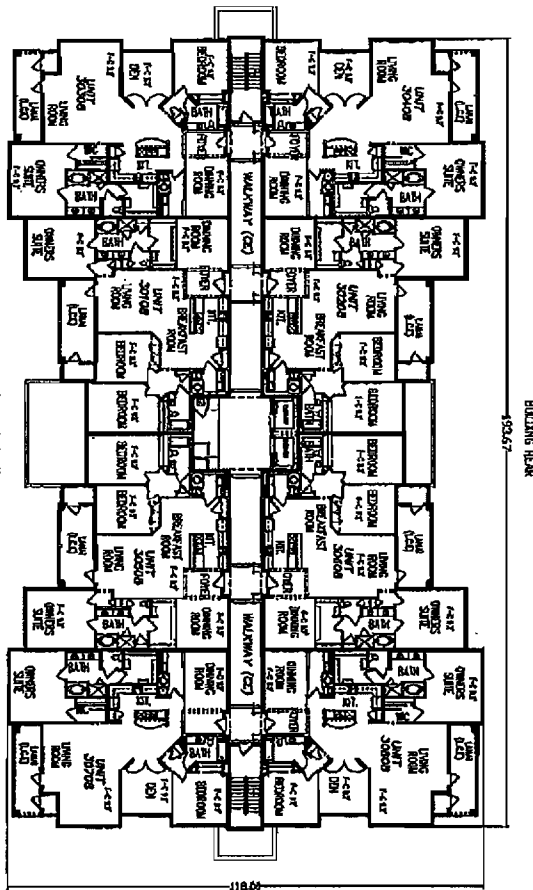


CONRAD & KENTON ASSOCIATES, INC.
Architects
1000 West 10th Street, Suite 100
Oklahoma City, Oklahoma 73101
Phone: (405) 521-1100
Fax: (405) 521-1101
Website: www.conradkenton.com

STONEBRIDGE RESERVE CONDOMINIUM PHASE 8

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 5 OF 7

NOTE: ALL IMPROVEMENTS
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WALKWAY (COMMON ELEMENT) (CCE)
LAWN (LIMITED COMMON ELEMENT) (LCE)
F-C S.E. - FLOOR TO CEILING

BUILDING FRONT
REAR FLOOR PLAN

CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 5 OF 7
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1000 15th Street, Suite 1000
Boulder, Colorado 80502
303.440.1500
www.dwmontgomery.com

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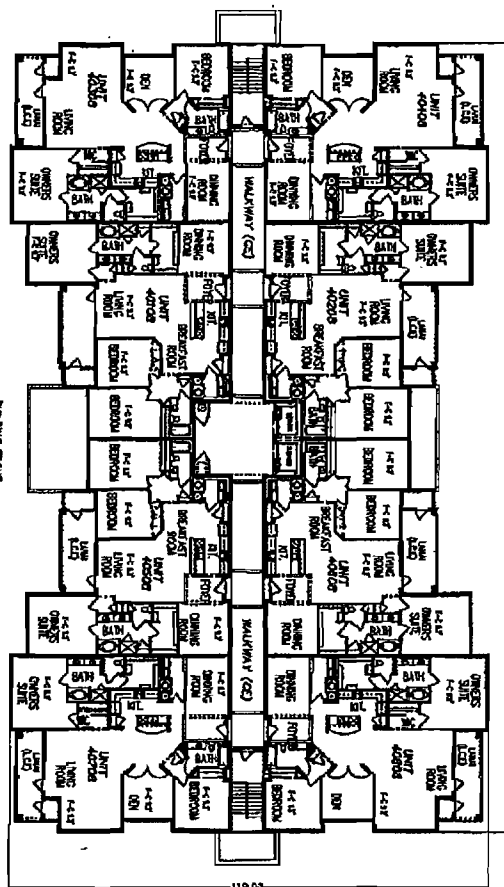
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AND PAGE

SHEET 6 OF 7

NOTE: ALL IMPROVEMENTS
SHOWN ARE PROPOSED

WALKWAY (COMMON ELEMENT) (C2)
LANE (UNITED COMMON ELEMENT) (L.C.2)
F-C 3.2' = FLOOR TO CEILING

BUILDING FRONT
FOURTH FLOOR PLAN

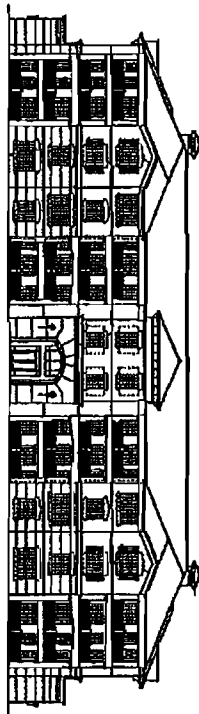
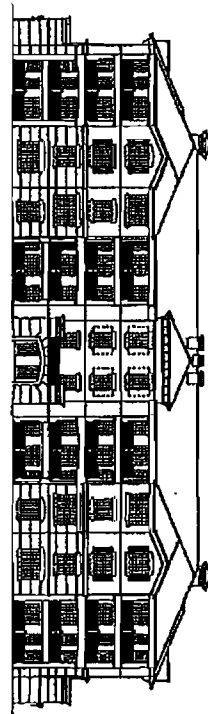


CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 6 OF 7
NOTE: ALL IMPROVEMENTS
SHOWN ARE PROPOSED
CONDOMINIUM EXHIBIT BOOK
AND PAGE
SHEET 6 OF 7
NOTE: ALL IMPROVEMENTS
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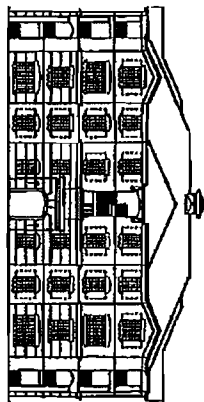
STONEBRIDGE RESERVE CONDOMINIUM PHASE B

CONDOMINIUM, 354.5' x 350'
AND PACE
SHEET 7 OF 7

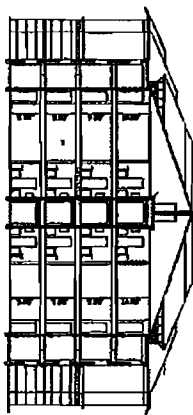
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ALONG THE OF - FIRST ELEVATION



BUILDING THE OF - TYPICAL SEE ELEVATION



BUILDING THE OF - BUILDING SECTION 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000



DESIGNED BY
DONALD W. MATHISON ASSOCIATES, INC.
ARCHITECTS
1000 N. 10TH AVE., SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
WWW.DWMATHISON.COM

**PERCENTAGE OF OWNERSHIP OF COMMON ELEMENTS
AND COMMON SURPLUS AND OBLIGATION FOR COMMON EXPENSES**

STONEBRIDGE RESERVE, A CONDOMINIUM

<u>EACH UNIT</u>	<u>SHARE OF OWNERSHIP</u>
When Phase 3 is submitted to Condominium ownership	1/40
When Phase 2 is submitted to Condominium ownership	1/80
When Phase 1 is submitted to Condominium ownership	1/120
When Phase 5 is submitted to Condominium ownership	1/160
When Phase 4 is submitted to Condominium ownership	1/200
When Phase 6 is submitted to Condominium ownership	1/232
When Phase 7 is submitted to Condominium ownership	1/264
When Phase 8 is submitted to Condominium ownership	1/296

In any case in which a phase is added out of sequence, the share of ownership for each unit in such phase shall be a fraction having one (1) as the numerator and a denominator determined by adding the total number of units in the Condominium to the total units in the phase being added.

EXHIBIT "B"



SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ORLANDO SERVICE CENTER 1707 Orlando Central Parkway, Suite 200, Orlando, FL 32809
(407) 858-6100 • FL WATS 1-800-250-4250 • Suncom 358-6100 • Fax (407) 858-6121 •
www.sfwmd.gov/org/exo/orlsc/index.html

CC: ARCHIVES

CON 24-06

Application No.: 050223-21

General Permit No.: 48-01531-W

April 8, 2006

PULTE HOME CORPORATION
4901 VINELAND RD STE 500
ORLANDO, FL 32811

Dear Permittee:

SUBJECT: General Water Use Permit No.: 48-01531-W
Project: METROWEST STONEBRIDGE LAKES RESERVE
Location: ORANGE COUNTY, S1,12/T23S/R28E
Permittee: PULTE HOME CORPORATION

This letter is to notify you of the District's agency action concerning your Notice of Intent to Use Water. This action is taken pursuant to Chapter 40E-20, Florida Administrative Code (F.A.C.). Based on the information provided, District rules have been adhered to and a General Water Use Permit is in effect for this project subject to:

1. Not receiving a filed request for Chapter 120, Florida Statutes, administrative hearing and
2. The attached Limiting Conditions.

The purpose of this application is to obtain a Water Use Permit for dewatering during the construction of one stormwater management pond and the backfilling of an existing stormwater management pond. Withdrawals are from the existing on-site pond via one proposed withdrawal facility and from the Water Table aquifer via one proposed withdrawal facility. The project is located in Orange County, as shown on Exhibits 1 through 3.

A copy of the permit, its limiting conditions, and dewatering plan is required to be kept on site at all times during dewatering operations by the lead contractor or site manager.

The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.

GOVERNING BOARD

Nicolas J. Gutierrez, Jr., Esq., Chair
Pamela Brooks-Thorne, Vice-Chair
Irela M. Bague

Michael Collins
Hugh M. English
Lernart E. Lindahl, P.E.

Kevin McCarty
Harkley R. Thornton
Trudi K. Williams, P.E.

EXECUTIVE OFFICE

Henry Dean, Executive Director

DISTRICT HEADQUARTERS: 3301 Gun Club Road, P.O. Box 24680, W

1) 686-8800 • FL WATS 1-800-432-2043

Exhibit "E"

Application Number: 060223-21
PULTE HOME CORPORATION
April 8, 2006
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Date Of Issuance: April 8, 2006
Expiration Date: April 8, 2008
Water Use Classification: Dewatering
Water Use Permit Status: Proposed
Environmental Resource Permit Status: Permitted (No. 48-00285-S).
Right Of Way Permit Status: Not Applicable.
Surface Water From: On-site Lake(s)/Pond(s)
Water Table aquifer

Permitted Allocation(s):

Annual Allocation: 189,800,000 Gallons
Maximum Daily Allocation: 2,910,000 Gallons

Proposed Withdrawal Facilities - Surface Water

Source: On-site Lake(s)/Pond(s)
1 - 6" X 26 HP X 1580 GPM submersible Pump
Source: Water Table aquifer
1 - 8" X 80 HP X 2400 GPM suction Pump

Rated Capacity

Source(s)	Status Code	GPM	MGD	MGM	MGY
On-site Lake(s)/Pond(s)	P	1,580	2.28	69.2	830
Water Table aquifer	P	2,400	3.46	105.1	1,261
Totals:		3,980	5.74	174.3	2,091


Application Number: 050223-21
PULTE HOME CORPORATION
April 8, 2005
Page 3

Should you object to the Limiting Conditions, please refer to the attached Notice of Rights which addresses the procedures to be followed if you desire a public hearing or other review of the proposed agency action. Please contact this office if you have questions concerning this matter. If we do not hear from you prior to the time frame specified in the Notice of Rights, we will assume that you concur with the District's recommendations.

Certificate Of Service

I HEREBY CERTIFY that a Notice of Rights has been mailed to the addressee not later than 5:00 p.m. this 8th day of April, 2005, in accordance with Section 120.60(3), Florida Statutes.

Sincerely,



George M. Ogden, Jr. P.G.
Lead Hydrogeologist
Water Use Regulation Division

GMG /go

Certified Mail No.: 7004 2890 0003 3422 0970

Enclosure

c: Devo Engineering
Div of Recreation and Park - District 6
Florida Fish & Wildlife Conservation Commission
Robert Londeree
St. John's River WMD

Application Number: 050223-21
PULTE HOME CORPORATION
April 8, 2005
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Limiting Conditions

1. This permit shall expire on April 8, 2006.
2. Application for a permit modification may be made at any time.
3. Water use classification:

Dewatering water supply

4. Source classification is:

Surface Water from:
On-site Lake(s)/Pond(s)
Water Table aquifer

5. Annual allocation shall not exceed 189.8 MG.

Maximum daily allocation shall not exceed 2.91 MG.

6. Pursuant to Rule 40E-1.6105, F.A.C., Notification of Transfer of Interest in Real Property, within 30 days of any transfer of interest or control of the real property at which any permitted facility, system, consumptive use, or activity is located, the permittee must notify the District, in writing, of the transfer giving the name and address of the new owner or person in control and providing a copy of the instrument effectuating the transfer, as set forth in Rule 40E-1.6107, F.A.C.

Pursuant to Rule 40E-1.6107 (4), until transfer is approved by the District, the permittee shall be liable for compliance with the permit. The permittee transferring the permit shall remain liable for all actions that are required as well as all violations of the permit which occurred prior to the transfer of the permit.

Failure to comply with this or any other condition of this permit constitutes a violation and pursuant to Rule 40E-1.609, Suspension, Revocation and Modification of Permits, the District may suspend or revoke the permit.

This Permit is issued to:
Pulte Home Corporation.

7. Withdrawal Facilities:

Surface Water - Proposed:

- 1 - 6" x 26 HP X 1680 GPM submersible Pump
- 1 - 8" x 80 HP X 2400 GPM suction Pump

Limiting Conditions

8. Permittee shall mitigate interference with existing legal uses that was caused in whole or in part by the permittee's withdrawals, consistent with the approved mitigation plan. As necessary to offset the interference, mitigation will include pumpage reduction, replacement of the impacted individual's equipment, relocation of wells, change in withdrawal source, or other means.

Interference to an existing legal use is defined as an impact that occurs under hydrologic conditions equal to or less severe than a 1 in 10 year drought event that results in the:

(1) Inability to withdraw water consistent with provisions of the permit, such as when remedial structural or operational actions not materially authorized by existing permits must be taken to address the interference; or

(2) Change in the quality of water pursuant to primary State Drinking Water Standards to the extent that the water can no longer be used for its authorized purpose, or such change is imminent.

9. Permittee shall mitigate harm to existing off-site land uses caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm as determined through reference to the conditions for permit issuance, includes:

(1) Significant reduction in water levels on the property to the extent that the designed function of the water body and related surface water management improvements are damaged, not including aesthetic values. The designed function of a water body is identified in the original permit or other governmental authorization issued for the construction of the water body. In cases where a permit was not required, the designed function shall be determined based on the purpose for the original construction of the water body (e.g. fill for construction, mining, drainage canal, etc.)

(2) Damage to agriculture, including damage resulting from reduction in soil moisture resulting from consumptive use; or

(3) Land collapse or subsidence caused by reduction in water levels associated with consumptive use.

Limiting Conditions

10. Permittee shall mitigate harm to the natural resources caused by the permittee's withdrawals, as determined through reference to the conditions for permit issuance. When harm occurs, or is imminent, the District will require the permittee to modify withdrawal rates or mitigate the harm. Harm, as determined through reference to the conditions for permit issuance includes:
 - (1) Reduction in ground or surface water levels that results in harmful lateral movement of the fresh water/salt water interface,
 - (2) Reduction in water levels that harm the hydroperiod of wetlands,
 - (3) Significant reduction in water levels or hydroperiod in a naturally occurring water body such as a lake or pond,
 - (4) Harmful movement of contaminants in violation of state water quality standards, or
 - (5) Harm to the natural system including damage to habitat for rare or endangered species.
11. If any condition of the permit is violated, the permit shall be subject to review and possible modification, enforcement action, or revocation.
12. Authorized representatives of the District shall be permitted to enter, inspect, and observe the permitted system to determine compliance with special conditions.
13. The Permittee is advised that this permit does not relieve any person from the requirement to obtain all necessary federal, state, local and special district authorizations.
14. The permit does not convey any property right to the Permittee, nor any rights and privileges other than those specified in the Permit and Chapter 40E-2, Florida Administrative Code.
15. Permittee shall submit all data as required by the implementation schedule for each of the limiting conditions to: S.F.W.M.D., Supervising Hydrogeologist - Post-Permit Compliance, Water Use Regulation Dept. (4320), P.O. Box 24680, West Palm Beach, FL 33416-4680.
16. The Permittee is advised that this Permit does not relieve the Permittee of complying with all county, state, and federal regulations governing these operations, maintenance, and reclamation of the borrow pit.
17. All dewatering water shall be retained on the Permittee's land. Off-site discharge of dewatering effluent shall not be made.
18. The excavation shall be constructed using sound engineering practice. If the excavation endangers the properties of adjacent owners through erosion, slide wall collapse, etc., the Permittee shall cease operation upon notification by the District until a method to prevent such occurrences is found and instituted.
19. Permittee shall immediately cease dewatering when continued dewatering would create a condition hazardous to the health, safety, and general welfare of the people of the District.
20. Permittee shall be responsible for clearing shoaling if the Permittee's dewatering operation creates shoaling in adjacent water bodies.

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PULTE HOME CORPORATION
April 8, 2006
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Limiting Conditions

21. Permittee shall comply with turbidity and general water quality standards for surface discharge into receiving streams, as established by Chapter 62-302, Florida Administrative Code.
22. Permittee shall not lower the water table below the following depths:
81.0 feet NGVD.
23. A copy of the permit, its limiting conditions, and dewatering plan is required to be kept on site at all times during dewatering operations by the lead contractor or site manager.
24. In the event of a declared water shortage, water withdrawal reductions will be ordered by the District in accordance with the Water Shortage Plan, Chapter 40E-21, F.A.C. The Permittee is advised that during a water shortage, pumpage reports shall be submitted as required by Chapter 40E-21, F.A.C.

NOTICE OF RIGHTS

Section 120.569(1), Fla. Stat. (1997), requires that "each notice shall inform the recipient of any administrative hearing or judicial review that is available under this section, s. 120.57, or s. 120.58; shall indicate the procedure which must be followed to obtain the hearing or judicial review, and shall state the time limits which apply." Please note that this Notice of Rights is not intended to provide legal advice. Not all the legal proceedings detailed below may be an applicable or appropriate remedy. You may wish to consult an attorney regarding your legal rights.

PETITION FOR ADMINISTRATIVE PROCEEDINGS

1. A person whose substantial interests are affected by the South Florida Water Management District's (SFWMD) action has the right to request an administrative hearing on that action. The affected person may request either a formal or an informal hearing, as set forth below. A point of entry into administrative proceedings is governed by Rules 28-106.111 and 40B-1.511, Fla. Admin. Code, (also published as an exception to the Uniform Rules of Procedure as Rule 40B-0.109), as set forth below. Petitions are deemed filed upon receipt of the original documents by the SFWMD Clerk.

a. Formal Administrative Hearing:

If a genuine issue(s) of material fact is in dispute, the affected person seeking a formal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(1), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.201(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

b. Informal Administrative Hearing:

If there are no issues of material fact in dispute, the affected person seeking an informal hearing on a SFWMD decision which does or may determine their substantial interests shall file a petition for hearing pursuant to Sections 120.569 and 120.57(2), Fla. Stat. or for mediation pursuant to Section 120.573, Fla. Stat. within 21 days, except as provided in subsections c. and d. below, of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-106.301(2), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

c. Administrative Complaint and Order:

If a Respondent(s) objects to a SFWMD Administrative Complaint and Order, pursuant to Section 373.119, Fla. Stat. (1997), the person named in the Administrative Complaint and Order may file a petition for a hearing no later than 14 days after the date such order is served. Petitions must substantially comply with the requirements of either subsection a. or b. above.

d. State Lands Environmental Resource Permit:

Pursuant to Section 373.427, Fla. Stat., and Rule 40B-1.511(3), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40B-0.109(2)(o)), a petition objecting to the SFWMD's agency action regarding consolidated applications for Environmental Resource Permits and Use of Sovereign Submerged Lands (SLERPs), must be filed within 14 days of the notice of consolidated intent to grant or deny the SLERP. Petitions must substantially comply with the requirements of either subsection a. or b. above.

e. Emergency Authorization and Order:

A person whose substantial interests are affected by a SFWMD Emergency Authorization and Order, has a right to file a petition under Sections 120.569, 120.57(1), and 120.57(2), Fla. Stat., as provided in subsections a. and b. above. However, the person, or the agent of the person responsible for causing or contributing to the emergency conditions shall take whatever action necessary to cause immediate compliance with the terms of the Emergency Authorization and Order.

f. Order for Emergency Action:

A person whose substantial interests are affected by a SFWMD Order for Emergency Action has a right to file a petition pursuant to Rules 28-107.005 and 40B-1.611, Fla. Admin. Code, copies of which are attached to this Notice of Rights, and Section 373.119(3), Fla. Stat., for a hearing on the Order. Any subsequent agency action or proposed agency action to initiate a formal revocation proceeding shall be separately noticed pursuant to section g. below.

g. Permit Suspension, Revocation, Annulment, and Withdrawal:

If the SFWMD issues an administrative complaint to suspend, revoke, annul, or withdraw a permit, the permittee may request a hearing to be conducted in accordance with Sections 120.569 and 120.57, Fla. Stat., within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Petitions must substantially comply with the requirements of Rule 28-107.004(3), Fla. Admin. Code, a copy of the which is attached to this Notice of Rights.

2. Because the administrative hearing process is designed to formulate final agency action, the filing of a petition means that the SFWMD's final action may be different from the position taken by it previously. Persons whose substantial interests may be affected by any such final decision of the SFWMD shall have, pursuant to Rule 40B-1.511(2), Fla. Admin. Code (also published as an exception to the Uniform Rules of Procedure as Rule 40B-0.109(2)(o)), an additional 21 days from the date of receipt of notice of said decision to request an administrative hearing. However, the scope of the administrative hearing shall be limited to the substantial deviation.

3. Pursuant to Rule 40B-1.511(4), Fla. Admin. Code, substantially affected persons entitled to a hearing pursuant to Section 120.57(1), Fla. Stat., may waive their right to such a hearing and request an informal hearing before the Governing Board pursuant to Section 120.57(2), Fla. Stat., which may be granted at the option of the Governing Board.

4. Pursuant to Rule 28-106.111(3), Fla. Admin. Code, persons may file with the SFWMD a request for extension of time for filing a petition. The SFWMD, for good cause shown, may grant the extension. The request for extension must contain a certificate that the petitioner has consulted with all other parties, if any, concerning the extension and that the SFWMD and all other parties agree to the extension.

CIRCUIT COURT

5. Pursuant to Section 373.617, Fla. Stat., any substantially affected person who claims that final agency action of the SFWMD relating to permit decisions constitutes an unconstitutional taking of property without just compensation may seek judicial review of the action in circuit court by filing a civil action in the circuit court in the judicial circuit in which the affected property is located within 90 days of the rendering of the SFWMD's final agency action.

6. Pursuant to Section 403.412, Fla. Stat., any citizen of Florida may bring an action for injunctive relief against the SFWMD to compel the SFWMD to enforce the laws of Chapter 373, Fla. Stat., and Title 40B, Fla. Admin. Code. The complaining party must file with the SFWMD Clerk a verified complaint setting forth the facts upon which the complaint is based and the manner in which the complaining party is affected. If the SFWMD does not take appropriate action on the complaint within 30 days of receipt, the complaining party may then file a civil suit for injunctive relief in the 15th Judicial Circuit in and for Palm Beach County or circuit court in the county where the cause of action allegedly occurred.

7. Pursuant to Section 373.433, Fla. Stat., a private citizen of Florida may file suit in circuit court to require the abatement of any stormwater management system, dam, impoundment, reservoir, appurtenant work or works that violate the provisions of Chapter 373, Fla. Stat.

DISTRICT COURT OF APPEAL

8. Pursuant to Section 120.68, Fla. Stat., a party who is adversely affected by final SFWMD action may seek judicial review of the SFWMD's final decision by filing a notice of appeal pursuant to Florida Rule of Appellate Procedure 9.110 in the Fourth District Court of Appeal or in the appellate district where a party resides and filing a second copy of the notice with the SFWMD Clerk within 30 days of rendering of the final SFWMD action.

LAND AND WATER ADJUDICATORY COMMISSION

9. A party to a "proceeding below" may seek review by the Land and Water Adjudicatory Commission (LAWAC) of SFWMD's final agency action to determine if such action is consistent with the provisions and purposes of Chapter 373, Fla. Stat., pursuant to Section 373.114, Fla. Stat., and Rules 42-2.013 and 42-2.0132, Fla. Admin. Code, a request for review of (a) an order or rule of the SFWMD must be filed with LAWAC within 20 days after rendition of the order or adoption of the rule sought to be reviewed; (b) an order of the Department of Environmental Protection (DEP) requiring amendment or repeal of a SFWMD rule must be filed with LAWAC within 30 days of rendition of the DEP's order, and (c) a SFWMD order entered pursuant to a formal administrative hearing under Section 120.57(1), Fla. Stat., must be filed no later than 20 days after rendition of the SFWMD's final order. Simultaneous with filing, a copy of the request for review must be served on the DEP Secretary, any person named in the SFWMD or DEP final order, and all parties to the proceeding below. A copy of Rule 42-2.013, Fla. Admin. Code is attached to this Notice of Rights.

PRIVATE PROPERTY RIGHTS PROTECTION ACT

10. A property owner who alleges a specific action of the SFWMD has inordinately burdened an existing use of the real property, or a vested right to a specific use of the real property, may file a claim in the circuit court where the real property is located within 1 year of the SFWMD action pursuant to the procedures set forth in Subsection 70.001(4)(a), Fla. Stat.

LAND USE AND ENVIRONMENTAL DISPUTE RESOLUTION

11. A property owner who alleges that a SFWMD development order (as that term is defined in Section 70.51(2)(a), Fla. Stat. to include permits) or SFWMD enforcement action is unreasonable, or unfairly burdens the use of the real property, may file a request for relief with the SFWMD within 30 days of receipt of the SFWMD's order or notice of agency action pursuant to the procedures set forth in Subsections 70.51(4) and (6), Fla. Stat.

MEDIATION

12. A person whose substantial interests are, or may be, affected by the SFWMD's action may choose mediation as an alternative remedy under Section 120.573, Fla. Stat. Pursuant to Rule 28-106.111(2), Fla. Admin. Code, the petition for mediation shall be filed within 21 days of either written notice through mail or posting or publication of notice that the SFWMD has or intends to take final agency action. Choosing mediation will not adversely affect the right to an administrative hearing if mediation does not result in settlement.

Pursuant to Rule 28-106.402, Fla. Admin. Code, the contents of the petition for mediation shall contain the following information:

- (1) the name, address, and telephone number of the person requesting mediation and that person's representative, if any;
- (2) a statement of the preliminary agency action;
- (3) an explanation of how the person's substantial interests will be affected by the agency determination; and
- (4) a statement of relief sought.

As provided in Section 120.573, Fla. Stat. (1997), the timely agreement of all the parties to mediate will toll the time limitations imposed by Sections 120.569 and 120.57, Fla. Stat., for requesting and holding an administrative hearing. Unless otherwise agreed by the parties, the mediation must be concluded within 60 days of the execution of the agreement. If mediation results in settlement of the dispute, the SFWMD must enter a final order incorporating the agreement of the parties. Persons whose substantial interest will be affected by such a modified agency decision have a right to petition for hearing within 21 days of receipt of the final order in accordance with the requirements of Sections 120.569 and 120.57, Fla. Stat., and SFWMD Rule 28-106.201(2), Fla. Admin. Code. If mediation terminates without settlement of the dispute, the SFWMD shall notify all parties in writing that the administrative hearing process under Sections 120.569 and 120.57, Fla. Stat., remain available for disposition of the dispute, and the notice will specify the deadlines that then will apply for challenging the agency action.

VARIANCES AND WAIVERS

13. A person who is subject to regulation pursuant to a SFWMD rule and believes the application of that rule will create a substantial hardship or will violate principles of fairness (as those terms are defined in Subsection 120.542(2), Fla. Stat.) and can demonstrate that the purpose of the underlying statute will be or has been achieved by other means, may file a petition with the SFWMD Clerk requesting a variance from or waiver of the SFWMD rule. Applying for a variance or waiver does not substitute or extend the time for filing a petition for an administrative hearing or exercising any other right that a person may have concerning the SFWMD's action. Pursuant to Rule 28-104.002(2), Fla. Admin. Code, the petition must include the following information:

- (a) the caption shall read:
Petition for (Variance from) or (Waiver of) Rule (Citation)
- (b) The name, address, telephone number and any facsimile number of the petitioner;
- (c) The name, address, telephone number and any facsimile number of the attorney or qualified representative of the petitioner;
- (d) the applicable rule or portion of the rule;
- (e) the citation to the statute the rule is implementing;
- (f) the type of action requested;
- (g) the specific facts that demonstrate a substantial hardship or violation of principals of fairness that would justify a waiver or variance for the petitioner;
- (h) the reason why the variance or the waiver requested would serve the purposes of the underlying statute; and
- (i) a statement of whether the variance or waiver is permanent or temporary. If the variance or waiver is temporary, the petition shall include the dates indicating the duration of the requested variance or waiver.

A person requesting an emergency variance from or waiver of a SFWMD rule must clearly so state in the caption of the petition. In addition to the requirements of Section 120.542(5), Fla. Stat. pursuant to Rule 28-104.004(2), Fla. Admin. Code, the petition must also include:

- a) the specific facts that make the situation an emergency; and
- b) the specific facts to show that the petitioner will suffer immediate adverse effect unless the variance or waiver is issued by the SFWMD more expeditiously than the applicable timeframes set forth in Section 120.542, Fla. Stat.

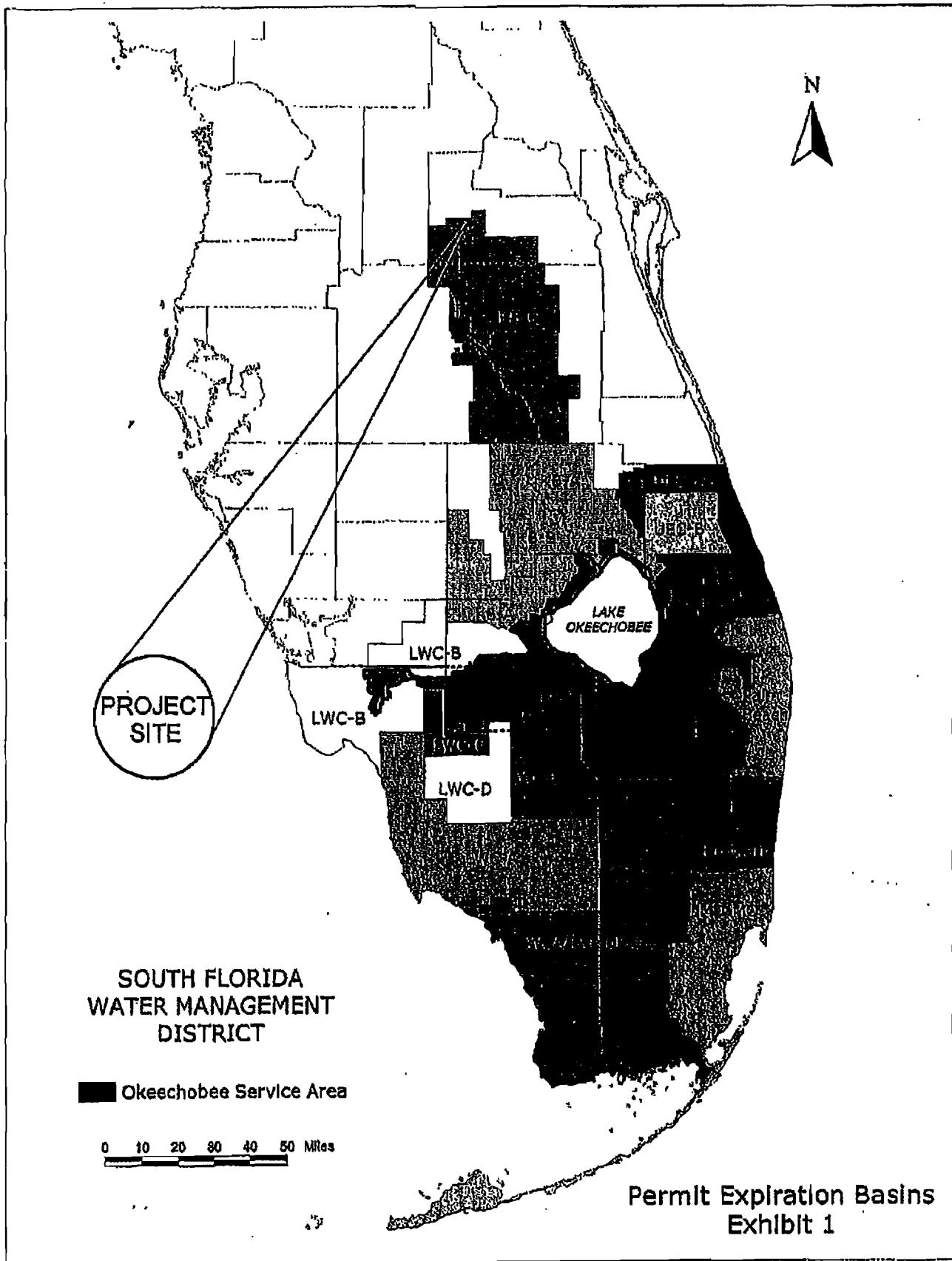
WAIVER OF RIGHTS

14. Failure to observe the relevant time frames prescribed above will constitute a waiver of such right.

28-106.201 INITIATION OF PROCEEDINGS (INVOLVING DISPUTED ISSUES OF MATERIAL FACT)

- (2) All petitions filed under these rules shall contain:
 - (a) The name and address of each agency affected and each agency's file or identification number, if known;

- (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A statement of all disputed issues of material fact. If there are none, the petition must so indicate;
 - (e) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (f) A demand for relief.
- 28-106.301.1 INITIATION OF PROCEEDINGS (NOT INVOLVING DISPUTED ISSUES OF MATERIAL FACT)**
- (2) All petitions filed under these rules shall contain:
 - (a) The name and address of each agency affected and each agency's file or identification number, if known;
 - (b) The name, address, and telephone number of the petitioner; the name, address, and telephone number of the petitioner's representative, if any, which shall be the address for service purposes during the course of the proceeding, and an explanation of how the petitioner's substantial interests will be affected by the agency determination;
 - (c) A statement of when and how the petitioner received notice of the agency decision;
 - (d) A concise statement of the ultimate facts alleged, as well as the rules and statutes which entitle the petitioner to relief; and
 - (e) A demand for relief.
- 28-107.004 SUSPENSION, REVOCATION, ANNULMENT, OR WITHDRAWAL**
- (3) Requests for hearing filed in accordance with this rule shall include:
 - (a) The name and address of the party making the request, for purposes of service;
 - (b) A statement that the party is requesting a hearing involving disputed issues of material fact, or a hearing not involving disputed issues of material fact; and
 - (c) A reference to the notice, order to show cause, administrative complaint, or other communication that the party has received from the agency.
- 42-2.013 REQUEST FOR REVIEW PURSUANT TO SECTION 373.114 OR 373.217**
- (1) In any proceeding arising under Chapter 373, F.S., review by the Florida Land and Water Adjudicatory Commission may be initiated by the Department or a party by filing a request for such review with the Secretary of the Commission and serving a copy on any person named in the rule or order, and on all parties to the proceeding which resulted in the order sought to be reviewed. A certificate of service showing completion of service as required by this subsection shall be a requirement for a determination of sufficiency under Rule 42-2.0132. Failure to file the request with the Commission within the time period provided in Rule 42-2.0132 shall result in dismissal of the request for review.
 - (2) The request for review shall identify the rule or order requested to be reviewed, the proceeding in which the rule or order was entered and the nature of the rule or order. A copy of the rule or order sought to be reviewed shall be attached. The request for review shall state with particularity:
 - (a) How the order or rule conflicts with the requirements, provisions and purposes of Chapter 373, F.S., or rules duly adopted thereunder;
 - (b) How the rule or order sought to be reviewed affects the interests of the party seeking review;
 - (c) The oral or written statement, sworn or unsworn, which was submitted to the agency concerning the matter to be reviewed and the date and location of the statement, if the individual or entity requesting the review has not participated in a proceeding previously instituted pursuant to Chapter 120, F.S., on the order for which review is sought;
 - (d) If review of an order is being sought, whether and how the activity authorized by the order would substantially affect natural resources of statewide or regional significance, or whether the order raises issues of policy, statutory interpretation, or rule interpretation that have regional or statewide significance from a standpoint of agency precedent, and all the factual bases in the record which the petitioner claims support such determination(s); and
 - (e) The action requested to be taken by the Commission as a result of the review, whether to rescind or modify the order, or remand the proceeding to the water management district for further action, or to require the water management district to initiate rulemaking to adopt, amend or repeal a rule.
- 28-107.005 EMERGENCY ACTION**
- (1) If the agency finds that immediate serious danger to the public health, safety, or welfare requires emergency action, the agency shall summarily suspend, limit, or restrict a license.
 - (2) The 14-day notice requirement of Section 120.569(2)(b), F.S., does not apply and shall not be construed to prevent a hearing at the earliest time practicable upon request of an aggrieved party.
 - (3) Unless otherwise provided by law, within 20 days after emergency action taken pursuant to paragraph (1) of this rule, the agency shall initiate a formal suspension or revocation proceeding in compliance with Sections 120.569, 120.57, and 120.60, F.S.
- 40E-1.611 EMERGENCY ACTION**
- (1) An emergency exists when immediate action is necessary to protect public health, safety or welfare; the health of animals, fish or aquatic life; the works of the District; a public water supply, or recreational, commercial, industrial, agricultural or other reasonable uses of land and water resources.
 - (2) The Executive Director may employ the resources of the District to take whatever remedial action necessary to alleviate the emergency condition without the issuance of an emergency order, or in the event an emergency order has been issued, after the expiration of the requisite time for compliance with that order.



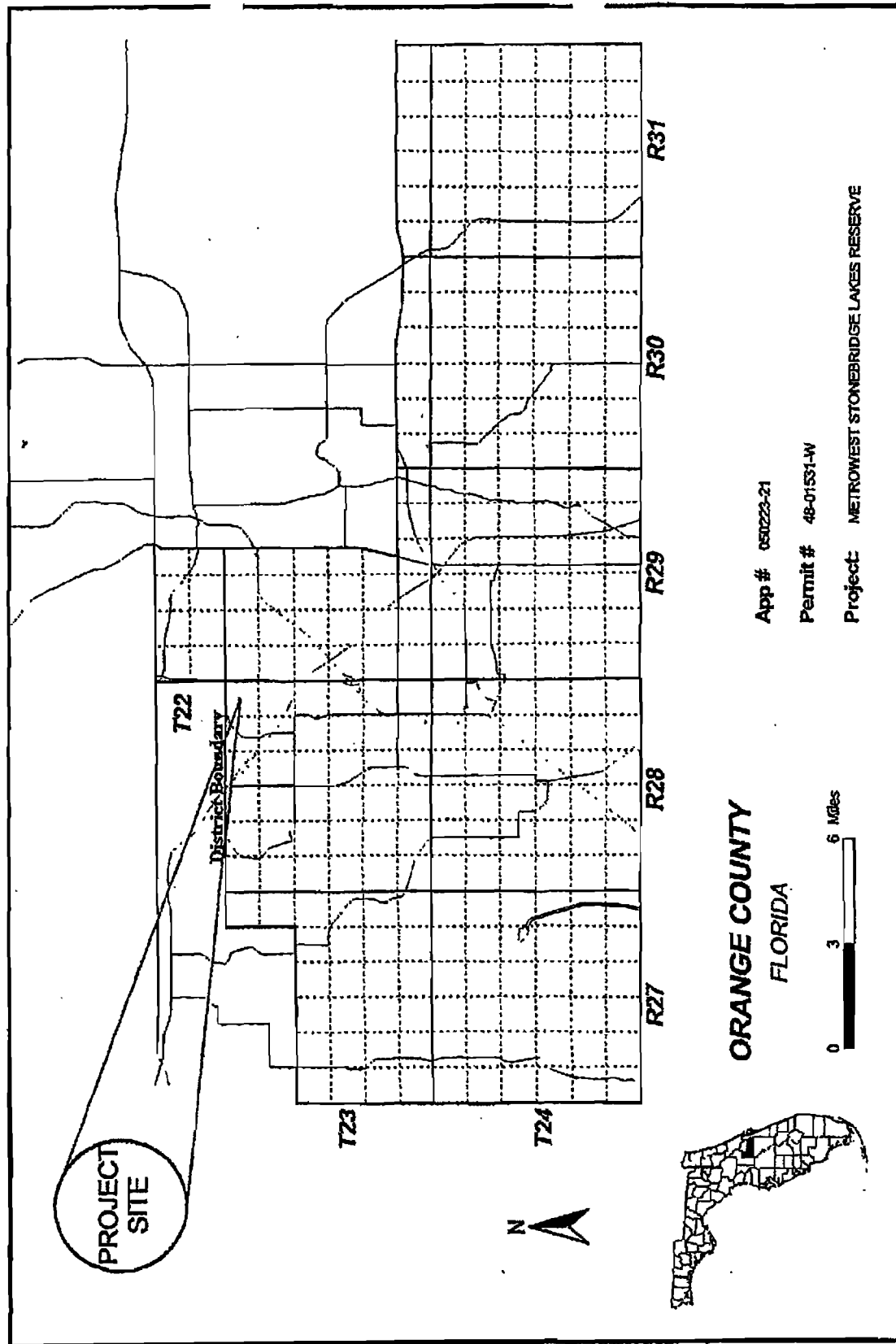


Exhibit 2

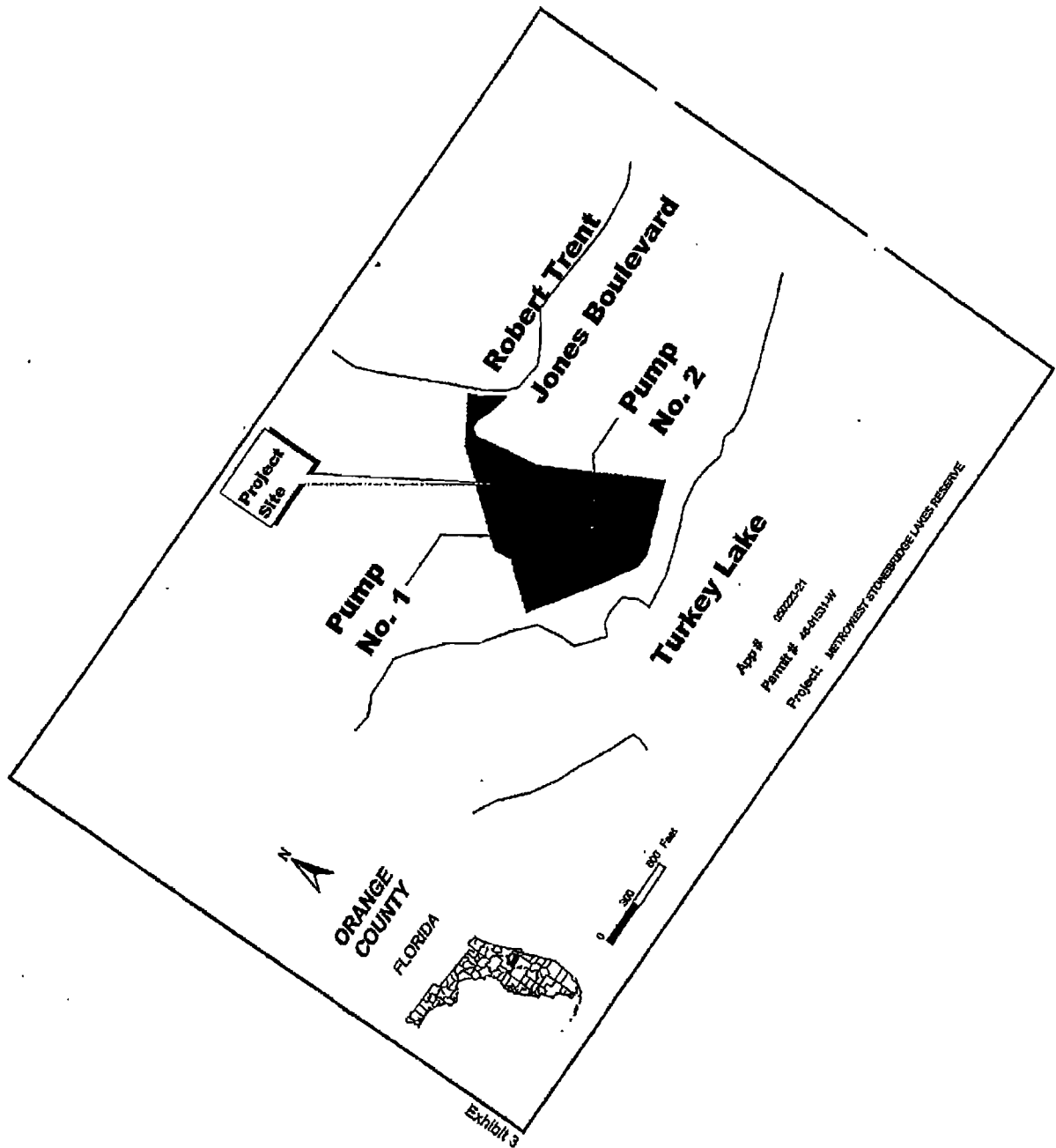


TABLE - B
Description Of Surface Water Pumps

Page 1

Application Number: 050223-21

Pump ID	170288	170289
Name	Pump No. 1	Pump No. 2
Map Designator	Pond 1	Ex. Pond SMA-T2
Facility Group		
Existing/Proposed	P	P
Pump Type	suction	submersible
Diameter(Inches)	8	6
Pump Capacity(GPM)	2,400	1,580
Pump Horse Power	80	26
Two Way Pump ?	N	N
Elevation (ft. NGVD)	81	84.5
Planar Location		
Source	DIGITIZED	DIGITIZED
Feet East	504878	505074
Feet North	1516848	1516676
Accounting Method	none	none
Use Status	Primary	Primary
Water Use Type	Mining / Dewatering	Mining / Dewatering
Surface Water Body	Water Table aquifer	On-site Lake(s)/Pond(s)

Exhibit No: 4

**LIMITED
JOINDER AND APPROVAL
Declaration of Condominium for Stonebridge Reserve, a Condominium**

The undersigned has executed and delivered this instrument for the sole purpose of acknowledging its review and approval of the Declaration of Condominium for Stonebridge Reserve, a Condominium to be recorded in the Public Records of Orange County, Florida, and the Articles of Incorporation and Bylaws of Stonebridge Reserve Condominium Association, Inc. (the "Stonebridge Reserve Condominium Governing Documents"), as Developer, as required by the terms and provisions of the Master Declaration of Protective Covenants and Restrictions for MetroWest as recorded in Official Records Book 3759, Page 2756, Public Records of Orange County, Florida, as same has been amended from time to time (collectively, the "Master Declaration"). This review and approval is solely for the purpose of, and limited to, complying with the specific requirements of said Master Declaration, and may not be relied upon by any person or party for any other purpose, including but not limited to, any determination with respect to full consistency or compliance with the terms and conditions of the Master Declaration, or compliance with any requirements of law in the State of Florida.

The execution and delivery of this Limited Joinder and Approval shall not serve to release or waive any of the terms, conditions or requirements set forth in the Master Declaration, which shall remain in full force and effect. As provided in the Master Declaration, in Section 1.19, and in the Stonebridge Reserve Condominium Governing Documents, in the event of any conflict or inconsistency between the Master Association Governing Documents, and any Community Association Governing Documents, the Master Association Governing Documents shall control and prevail.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and delivered by its duly authorized officers as of the 12 day of October, 2006.

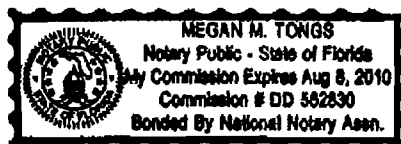
Witness:

Dana M. Carvalho
Print Name: Dana Carvalho
Meghan M. Tongs
Print Name: Meghan M. Tongs

ALLIANCE LLC, a Florida limited liability company
Ken Simback
Name: Ken Simback
Title: Manager

STATE OF
COUNTY OF

The foregoing instrument was executed and acknowledged before me this 12th day of October, 2006, by Ken Simback as Manager of ALLIANCE LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me or has produced _____ as identification and who did/did not take an oath.



Meghan M. Tongs
Notary Public
My Commission Expires: 08-08-2010
State of FLORIDA, County of ORANGE
I hereby certify that this is a true copy of the document as reflected in the Official Records.
MARTHA O. HAYNE, COUNTY COMPTROLLER
By: [Signature]
Deputy Comptroller
Dated: 10-20-2006

EXHIBIT "F"

