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**DECLARATION OF CONDOMINIUM  
 FOR  
 THE AZUR AT METROWEST, A CONDOMINIUM**

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TPA#2112825.6

The Azur at Metrowest, LLC, a Delaware limited liability company authorized to do business in Florida, hereby declares as follows:

### **Section 1: Introduction and Submission**

1.1 The Land. The Developer owns the fee title to certain land located in Orange County, Florida, as more particularly described in Exhibit No. 1 hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits (a) those easements declared and/or granted pursuant to that certain Declaration and Grant of Easements recorded in Official Records Book ~~8639~~, Page ~~384~~ 7, public records of the County ("Declaration and Grant of Easements"), and (b) the Land together with all improvements from time to time erected or to be installed thereon to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof, subject to the reservations, easements and restrictions of record.

1.3 Property Subject to Certain Restrictions and Easements. The Condominium Property (as defined hereinafter) is subject to the covenants, conditions, restrictions, easements and reserved rights of the Developer contained in this Declaration. The Condominium Property is also subject to: (a) matters shown on the MetroWest Unit Three Replat as recorded in Plat Book 24, Pages 102 through 103, public records of Orange County, Florida; (b) the terms, covenants, conditions and restrictions contained in that certain Master Declaration of Protective Covenants and Restrictions for Metrowest, recorded in Official Records Book 3759, Page 2756, public records of Orange County, Florida, as has been or may amended from time to time (collectively, the "Metrowest Declaration"); (c) the terms and provisions of that certain Developer's Agreement recorded in Official Records Book 3354, Page 1337, public records of Orange County, Florida; (d) the terms, covenants, conditions and restrictions contained in that certain Notice of Adoption of Development Order recorded in Official Records Book 3354, Page 2364, as amended by instrument recorded in Official Records Book 3797, Page 1199, and as further amended by instrument recorded in Official Records Book 4168, Page 2722, all of the public records of Orange County, Florida; (e) the terms and provisions of that certain Maintenance Agreement recorded in Official Records Book 3791, Page 315, public records of Orange County, Florida; (f) the terms and provisions of that certain Driveway Encroachment Agreement recorded in Official Records Book 5154, Page 2750, public records of Orange County, Florida; (g) the terms, provisions and easement provided in that certain Easement recorded in Official Records Book 5229, Page 4175, public records of Orange County, Florida; (h) the Declaration and Grant of Easements; (i) the terms and provisions of that certain Memorandum of Lease recorded in Official Records Book 5335, Page 2280, as modified by that certain Subordination, Non-Disturbance and Attornment Agreement recorded in Official Records Book 5433, Page 3866, all of the public records of Orange County, Florida; (j) the terms and provisions of that certain Underground Easement recorded in Official Records Book 3789, Page 1088, public records of Orange County, Florida; (k) that certain Ordinance Vacating Utility Easement recorded in Official Records Book 5314, Page 3845, public records of Orange County, Florida; (l) such other easements as shown on the Condominium Plat, as contained in any future amendments to this Declaration, or as declared by the Developer pursuant to reserved rights contained herein; and (m) all other instruments of record which were in existence prior to the recording of this Declaration.

1.4 Name. The name by which this condominium is to be identified is The Azur at Metrowest, A Condominium (the "Condominium").

### **Section 2: Definitions**

For purposes of this Declaration and the exhibits attached hereto, the following terms shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning or a specific limited meaning is detailed:

2.1 "Act" or "Condominium Act" or "Florida Condominium Act" means the Florida Condominium Act (Chapter 718, Florida Statutes) as it exists on the date hereof.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as amended from time to time. A copy of a certified copy of the original Articles of Incorporation is attached hereto as Exhibit No. 2.

2.3 "Assessment" means a share of the funds required for the payment of Common Expenses as provided in this Declaration and which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means The Azur at Metrowest Condominium Association, Inc., a Florida not-for-profit corporation, the sole entity responsible for the operation of the Condominium. Where utilized herein or in the exhibits attached hereto, the term "Corporation" shall be deemed to be synonymous with the term "Association."

2.5 "Association Property" means the property, real and personal, in which title or ownership is vested in, or which is dedicated on a recorded plat or leased to, the Association for the use and benefit of its members.

2.6 "Board of Directors" or "Board" means the board of directors of the Association.

2.7 "Building" means the physical structure within which the Units, Common Elements and Limited Common Elements are physically located.

2.8 "By-Laws" mean the By-Laws of the Association, as amended from time to time. A copy of the original By-Laws is attached hereto as Exhibit No. 3.

2.9 "City" means the City of Orlando, Florida.

2.10 "Common Elements" mean and include (a) the portions of the Condominium Property which are not included within the Units; (b) easements over, under, across, and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements; (c) an easement of support in every portion of a Unit which contributes to the support of the Unit or other improvements on all other Units, Common Elements or Limited Common Elements; (d) the property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements; (e) any hallways, foyers, doors, stairwells, alarm systems, access systems, or security systems not contained within a specific Unit; (f) storage areas located on the Condominium Property; and (g) any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act.

2.11 "Common Expenses" mean all expenses incurred by the Association to accomplish its duties as contemplated by this Declaration and the Act which shall be assessed or imposed against Units in the Condominium by the Association as authorized by the Act. If approved by the Board of Directors, "Common Expenses" shall include, if and to the extent applicable, the cost of mangrove trimming and the cost of a master television antenna system or duly franchised cable television service obtained pursuant to a bulk contract. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

2.12 "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Association, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over and above the amount of Common Expenses.

2.13 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements and the Common Surplus which is appurtenant to said Unit.

2.14 "Condominium Property" means the Land and improvements which have been submitted from time to time to condominium ownership under this Declaration, subject to the limitations thereof and exclusions therefrom.

2.15 "County" means Orange County, State of Florida.

2.16 "Declaration" or "Declaration of Condominium" means this instrument, as it may be amended from time to time.

2.17 "Developer" means The Azur at Metrowest, LLC, a Delaware limited liability company authorized to do business in Florida, and its successors and such of its assigns as to which its rights hereunder are assigned by written instrument recorded in the public records of the County. Such assignment may be made on an exclusive or non-exclusive basis and may be an assignment of all or only portions of its rights of Developer hereunder; provided, however, that no such assignment shall make any assignee the "Developer" for purposes hereof unless such assignment is an assignment of all of Developer's rights hereunder and is exclusive, except as to any previously assigned rights.

2.18 "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, credit union, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC") or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A "Majority of Institutional First Mortgagees" shall mean and refer to Institutional First Mortgagee(s) of Units with regard to at least 51% of the voting interests which are appurtenant to Units subject to mortgages held by Institutional First Mortgagees.

2.19 "Limited Common Elements" mean those Common Elements, the use of which is reserved to a certain Unit or Units to the exclusion of other Units and as shown on the Condominium Plat or otherwise specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise expressly provided.

2.20 "Management Agreement" means and refers to an agreement between the Association and the Management Firm, which provides for the operation and administration of the Condominium and the management of the Condominium Property. The initial Management Agreement is attached to this Declaration as Exhibit No. 4.

2.21 "Management Firm" means and refers to Condominium Concepts Management, Inc., a Georgia corporation, and its successors and assigns, or any person or entity contracted by the Association to perform management functions for and on behalf of the Association pursuant to a Management Agreement. Any Management Firm must be a professional community association manager duly licensed under Florida law to provide management services to condominium projects. The Management Firm shall be responsible for the management services as provided in the Management Agreement.

2.22 "Metrowest Master Association" means and refers to the Metrowest Master Association, Inc., a Florida not-for-profit corporation, and its successors and assigns. The Metrowest Master Association is the operational entity responsible for certain obligations and duties prescribed in the Metrowest Declaration and the exhibits attached thereto, as well as any rules and regulations duly promulgated by the Metrowest Master Association. The Metrowest Master Association is not the same entity as the Association.



2.23 "Primary Institutional First Mortgagee" means the Institutional First Mortgagee which owns, at the relevant time, Unit mortgages securing a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee.

2.24 "Rules and Regulations" means those certain rules and regulations promulgated by the Board of Directors from time to time pertaining to use of the Condominium Property. The initial Rules and Regulations constitute Exhibit No. 5 attached hereto and made a part hereof. Any amendments or modifications to the Rules and Regulations subsequent to the recording of this Declaration need not be recorded in the public records of the County, but shall be maintained in the official records of the Association.

2.25 "Unit" or "Condominium Unit" means that portion of the Condominium Property which is subject to exclusive ownership and is referred herein to each of the separate and identified Units delineated in the Condominium Plat. The physical boundaries of each Unit are as delineated in the plat aforescribed and are as more particularly described in Section 3.2 of this Declaration. The term "Unit" is often used synonymously herein with "Condominium Parcel" when meaning the sum total of an Owner's ownership interest in the Condominium.

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

### **Section 3: Description of Condominium**

#### **3.1 Identification of Units.**

(a) Identification of Units. There shall be 311 Units in the Condominium. Each Unit in the Condominium shall be identified by a separate numerical designation as shown on the Condominium Plat, which exists as Exhibit No. 1 hereto, and which consists of a survey of the Land, a graphic description of the improvements located thereon (including the Units and the Building in which the Units are located), and a plot plan thereof. The Condominium Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit; (c) an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in air space which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act. Time-share estates or interests will not be created with respect to any of the Units in the Condominium.

3.2 Unit Boundaries. Each Unit shall include that part of the Building that lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersections with the perimeter boundaries:

(i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling of the Unit.

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit.

(b) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the drywall walls bounding the Unit as depicted on the Condominium Plat extended to their intersections with each other and with the upper and lower boundaries.

(c) Interior Walls. No portion of the non-structural interior partition walls within a Unit shall be considered part of the boundary of a Unit.

Except for the telephone and cable television lines and equipment which are not part of the Common Elements, no pipes, wires, conduits or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Unit, nor any of the structural members or portions of any kind, including fixtures and appliances within the Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the building, shall be deemed to be a part of any Unit. In addition, any utility lines which are located within a Unit and which provide service to more than one Unit shall be considered to be Common Elements, notwithstanding their physical location being within the Unit's boundaries. If a wall or roof surface overhangs or part of a Unit encroaches unto the Common Elements, the overhanging or encroaching specific portion of such Unit shall be a part of the Unit.

Notwithstanding the fact that no Unit may be divided or partitioned for purposes of sale or lease, a Unit may be combined with the laterally-adjacent Unit or the Unit lying directly above or beneath a particular Unit in order to permit occupancy of such areas as one residential living space. Such a combination of Units shall be for purposes of occupancy and use only and shall not be deemed an amendment to this Declaration. Further, any such combination shall not materially alter or modify the configuration or size of a Unit.

### 3.3 Limited Common Elements.

#### (a) Limited Common Elements Appurtenant to Each Unit.

(i) Definition. To the extent applicable and subject to the provisions of this Declaration, a Unit will or may have, as Limited Common Elements appurtenant thereto, such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to, the following: (a) any area(s) labeled as a Limited Common Element on the Condominium Plat and contiguous to a Unit or identified as being appurtenant to a Unit, which is labeled on the Condominium Plat as being specifically appurtenant to the Unit, such as, but not limited to, an entrance area, balcony, lanai or patio; (b) light and electrical fixtures outside the Unit or attached to the exterior walls of the Building in which the Unit is located, which fixtures are designed to exclusively serve and benefit the Unit; (c) the structure(s) located on or adjacent to the exterior of the Building on which is located any air-conditioning equipment which serves the Unit; (d) the mailbox which exclusively serves a Unit; (e) if applicable, a private garage contained within a Building and specifically designated for the sole use by a particular Unit, together with the area directly in front of the garage for use by a second vehicle; and (f) any and all installations for security purposes contained within the Building which are designed to exclusively serve the Units contained within such Building.

(ii) Maintenance of Limited Common Elements. All Limited Common Elements shall be maintained, repaired and replaced by the Association as part of the Common Expenses; provided, however, that:

(a) each Unit Owner shall be responsible for the maintenance, repair, replacement and reconstruction of any wiring or electrical outlets or, where applicable, light fixture(s) affixed to the exterior walls of a Unit, which serve a Unit;

(b) each Unit Owner shall be responsible for replacing the necessary light bulbs for said light fixture(s) by the same color and bulb wattage, as originally installed or as otherwise determined and permitted by the Board; and

(c) each Owner shall maintain the interior portions of the garage area which are permanently assigned for the exclusive use of the Owner in accordance with any rules and regulations of the Association and as follows:

(1) each Owner shall be responsible to maintain, repair and replace all portions of such garage area bounded as follows:

(a) the volumes of space enclosed by the unfinished inner surfaces of perimeter walls, and floors thereof, and the ceiling planes of such garage area, including vents, interior doors, windows and such other structural elements as are ordinarily considered to be enclosures of space;

(b) all dividing walls and partitions (including the space occupied by such interior walls and partitions) located within such garage area, excepting load-bearing interior walls and partitions; and

(c) the decorated inner surfaces of the perimeter and interior walls (including decorated inner surfaces of all interior load-bearing walls), ceilings and floors consisting of wallpaper, paint, plaster, carpeting, tiles, and all other finishing materials affixed or installed as part of the physical structure of the garage area;

(2) no installations (including, but not limited to, construction or installation of shelving or installation of freezer equipment) may be made by an Owner without the prior written consent of the Board or an architectural control committee created by the Board pursuant to the By-Laws;

(3) the Owner shall be solely responsible for the maintenance, repair and replacement of the automatic garage door opener which is designed to provide access to and from such garage area for automobiles and all equipment and appurtenances related thereto (for purposes of reference herein, the Owner shall be the owner of such automatic garage door opener regardless of the fact that such opener may not be located within the physical boundaries of the Unit);

(4) the Owner shall be solely responsible for the maintenance of all installations and tracks upon which the garage door will rise in order to provide ingress and egress to and from the garage area for automobiles and all equipment and appurtenances related thereto;

(5) the Owner shall be solely responsible for the maintenance, repair, replacement and reconstruction of all doorways leading from any portion of the Condominium Property to the garage area, which responsibility shall include, but shall not be limited to, the maintenance of all locks contained therein; provided, however, that no Owner shall be responsible for the maintenance, repair, replacement and reconstruction of the garage door through which automobiles enter the garage areas, unless such maintenance, repair, replacement, or reconstruction is the result of an action or nonaction (other than involving ordinary and normal use) by the Owner or such Owner's guest, licensee, invitee or tenant, and an Owner shall not be responsible for the painting of the entry door leading from the garage area to the general Common Elements; and

(6) the Owner shall be solely responsible for the payment of all costs for providing electric service to the garage area which are permanently assigned to the Owner for

such Owner's exclusive use, and shall be solely responsible for the maintenance, repair, replacement and reconstruction of all installations related thereto; and

(d) each Unit Owner shall be solely responsible for the maintenance, repair, and replacement of all air-conditioning equipment and all wiring and piping related thereto which serve the Unit and which are constructed on the Limited Common Elements or, as may be applicable, the Common Elements (for purposes of reference herein, the Unit Owner shall be the owner of all such air-conditioning equipment and all wiring and piping related thereto regardless of such equipment, wiring and piping being located outside of the physical boundaries of the Unit).

Should any maintenance, repair or replacement of a portion of the Limited Common Elements which is the responsibility of the Association be caused by the lessees, servants, guests, invitees or licensees of a Unit Owner, then such Unit Owner shall be responsible therefor and the Association shall have the right to levy a fine against the Owner of such Unit.

3.4 Permitted Improvements. The only permitted improvements are the existing Units in the Building and the Common Elements.

3.5 Easements. In addition to any easements previously recorded in the public records of the County, or easements created under the Act or other sections of this Declaration, the following easements are hereby created or reserved:

(a) Support. There shall be an easement of support in every portion of a Unit which contributes to the support of any other Unit or Common Element or Limited Common Element.

(b) Utility and Other Services; Drainage. Non-exclusive easements are hereby reserved unto the Developer and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium; provided, however, that these easements shall not permanently interfere with the residential use of the Units. A non-exclusive easement is also reserved unto the Developer and granted to the county government over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on any and all portions of the Condominium Property. This obligation shall run with the land as do other provisions of the Declaration, and any Unit Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 20.3 of the Declaration, which result from such enforcement.

(c) Encroachments. If: (a) any portion of the Common Elements encroaches upon any Unit; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (c) any encroachment shall hereafter occur as a result of (i) construction of the improvements; (ii) settling or shifting of the improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of the Association or the Developer, as appropriate, or (iv) any repair or restoration of the improvements (or any portion thereof) or any Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements; then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be 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 from time to time may be paved and intended for such purposes. None of the easements specified in this subsection shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Any such lien encumbering such easements (other than those on Condominium Parcels) automatically shall be subordinate to the rights of Unit Owners and the Association with respect to such easements.

(e) Construction; Maintenance. The Developer (including its designees, contractors, successors and assigns) shall have the right, in its (and their) sole discretion from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any improvements or Units located or to be located thereon, and for repair, replacement and maintenance purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so.

(f) Sales Activity. For as long as there are any unsold Units, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for model apartments and sales, management and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units and residential Units within the Condominium and to erect on the Condominium Property signs and other promotional material to advertise Units (or the other aforesaid residential Units) for sale or lease.

(g) Easements over, under, across and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements.

(h) All easements described or shown on the Condominium Plat.

(i) Until such time as the Developer completes and sells all of the Units in the Condominium, the Developer reserves the right to prohibit access to any portion of the Common Elements or uncompleted Units in the Building to any of the occupants of the Condominium, and to utilize various portions of the Common Elements in connection with such construction and development. No Unit Owner or such Owner's guests or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Units and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its employees, its successors or assigns.

A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Section 7.1 herein or as otherwise contemplated herein, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, grantees, assigns, agents, employees, licensees, invitees and guests. All easements referred to herein shall be non-exclusive easements.

### 3.6 Special Easements and Rights to Assign Easements.

(a) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under and through the Condominium Property for the construction, maintenance and operation of electric, gas or other utility, cable television, security systems, communications, service or other easements pertaining to the construction, maintenance and operation of other equipment, conduits, pipes, lines and similar installations servicing the Condominium Property or other property with the power to relocate any such existing easements in any portion of the Condominium Property and/or Association Property, provided that such easements or the relocation of easements will not prevent or unreasonably interfere with the reasonable use of the Units for residential purposes.

(b) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with the power to assign, non-exclusive easements over, under, upon and through the Condominium Property for the purposes of access to, constructing or maintaining improvements upon, providing utility services to or across, or providing drainage to or from the Condominium Property, any other property which may become part of the Condominium Property pursuant to this Declaration, or any other property adjacent to the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

(c) Developer hereby reserves unto itself and its successors and its assigns non-exclusive easements over, upon, and through the Condominium Property for vehicular and/or pedestrian traffic by the Developer, its designees, successors, assigns, licensees, lessees, invitees, and guests within the Condominium Property, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

3.7 Limited Common Element Garages. Certain, but not all Units, may be assigned as a Limited Common Element a private parking garage along with the exterior parking space that accompanies such garage ("Garage") contained within a Building. The Garage for which a use right is assigned may not necessarily be in the same Building containing the Unit to which the use right is assigned. Specific depictions of the Garages are contained in the Condominium Plat. No commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers, or the like are permitted to be stored in any Garage. The Developer, until such time as the Developer no longer owns any Units, shall be entitled, without objection from any Unit Owner, the Association or any other party, to assign the right to use Garages as Limited Common Elements to individual Unit Owners. Any costs of maintenance of Garages assigned as Limited Common Elements shall be assessed as Limited Common Element Assessments to those Unit Owners having received such an assignment. Such assignments shall be made pursuant to an assignment instrument between Developer and such Unit Owner. The Developer shall be entitled to receive compensation for the assignment of such Garage, and no Unit Owner, the Association nor any other party shall be entitled to claim any portion of any such compensation. If Unit Owners wish to sell or exchange their right to use a Garage, they may do so by surrendering their assignment instruments to the Association, which shall reissue assignment instruments reflecting the transfer. Only Unit Owners may be assigned the right to use a Garage.

3.8 Incidental Damage. Any damage to any Unit caused by, or as a result of, the carrying out of the maintenance responsibilities of the Association or another Unit Owner, or the negligence thereof, shall be repaired promptly by the Association as a Common Expense, or the Unit Owner, as the case may be. Any damage to any part of the Common Elements caused by or the result of any intentional act of a Unit Owner, the Unit Owner's family, agents, contractors, invitees, licensees or tenants, or by such Unit Owner in carrying out his maintenance responsibilities, if any, shall be repaired promptly at the expense of such Unit Owner.

#### **Section 4: Restraint upon Separation and Partition of Common Elements**

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

#### **Section 5: Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights**

5.1 Ownership Shares. The undivided share in the Common Elements and Common Surplus appurtenant to each Unit, as well as the undivided share of the Common Expenses to be paid with respect to each Unit, shall be computed on the following basis:

(a) The allocation of percentage shares in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit is set forth in Exhibit No. 6 attached hereto and made a part hereof by this reference. The allocation of percentage shares has been established by the Developer in the following manner:

(i) The approximate area of each Unit has been measured in square feet based upon the interior surface of the walls bounding the Unit, but excluding balconies, terraces, patios and porches. Such area for each such Unit is hereafter referred to as its "Unit Area."

(ii) The total of the Unit Area of all Units has been computed and is hereinafter referred to as the "Total Unit Area."

(iii) The Total Unit Area has been divided into the Unit Area of each Unit to determine the allocation of percentage shares for each Unit as set forth on Exhibit No. 6 to this Declaration.

(b) The foregoing methods of calculation were undertaken in order to establish a fair and equitable method of allocating sales values and assessment percentages to Units within the Condominium and every purchaser of a Unit, whether from the Developer or otherwise, hereby agrees to be bound by such calculations and hereby irrevocably waives the right to assert that the formula used or the measurements made were unfair, inequitable, or otherwise in error.

5.2 Voting. Each Unit Owner shall be a member of the Association. Each Unit shall be entitled to one (1) vote to be cast by its Owner in accordance with the provisions of the By-Laws and the Articles of Incorporation. The total number of votes shall always be equal to the total number of Units submitted to condominium ownership pursuant to this Declaration. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel, and the subsequent Owner(s) taking title shall automatically become entitled to membership.

#### **Section 6: Amendments**

6.1 Amendment by Unit Owners. Except as otherwise provided in Section 6 hereinbelow or elsewhere in this Declaration or the exhibits attached hereto, this Declaration (including the Condominium Plat) may be amended by affirmative vote of the Owners of 75% of all of the Condominium Parcels at an Association meeting duly called for such purpose pursuant to the By-Laws; provided, however, that (1) no

amendment to this Declaration shall be made which affects any of the rights and privileges provided to the Developer as defined herein without the written consent of such Developer, and (2) no amendment may change the configuration or size of a Unit without the written consent of the affected Unit Owner(s). All amendments under this Section 6.1 shall be recorded and certified as required by the Act.

6.2 Amendment by Developer.

(a) Amendment to Condominium Plans and Declaration. The Developer reserves the right to make whatever changes it may deem necessary in the Condominium Plat and this Declaration until turnover. The amendment reflecting such changes need only be executed by the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, unless such amendment is also approved by at least a majority of the total voting interests of the Association.

(b) Special Amendment. Developer reserves the right and power to record a special amendment ("Special Amendment") to this Declaration at any time and from time to time which amends the Declaration and any provision therein (i) to comply with requirements of the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Housing and Urban Development, the Federal Housing Administration, the Veteran's Administration, or any other governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by such entities; (ii) to induce any of such agencies or entities to make, purchase, sell, insure, guarantee or otherwise deal with first mortgages covering Units; and (iii) to bring this Declaration into compliance with applicable laws, ordinances or governmental regulations. In furtherance of the foregoing, a power coupled with an interest is hereby reserved and granted to the Developer to make or consent to a Special Amendment on behalf of each Unit Owner and the Association. Each deed, mortgage, trust deed, other evidence of obligation, or other instrument affecting a Unit and the acceptance thereof shall be deemed to be a grant and acknowledgement of, and a consent to the reservation of, the power of the Developer to make, execute and record Special Amendments. The right and power to make Special Amendments hereunder shall terminate either on such date when Developer has sold all Units and has transferred control of the Condominium to the Association or on December 31, 2008, whichever shall occur first.

(c) This Declaration and all exhibits hereto, where applicable, may be amended unilaterally by the Developer for the purposes set forth in Section 718.110(5), Florida Statutes, to correct scrivener's errors.

6.3 Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. Amendments by the Developer must be evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County.

6.4 Limitation. 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 said Developer in each instance. The provisions of this paragraph may not be amended in any manner.

6.5 Procedure. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text



of the provision to be amended, new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but, rather, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision \_\_\_\_\_ for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly promulgated amendment.

## **Section 7: Maintenance and Repairs**

7.1 Responsibility for the maintenance, repair and replacement of the Condominium Property is as follows:

(a) Common Elements. Except as otherwise provided in this Declaration, the Association shall manage, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements as defined herein, including, but not limited to, the following: (i) all drainage and stormwater management systems, driveways, private streets and adjacent drainage; (ii) all water and wastewater lines and piping serving a Unit which are not contained within the physical boundaries of the Unit; (iii) all landscaping, lawn and grass areas and sprinkler systems within the Condominium Property; (iv) any and all gates, walls and fencing located on the Condominium Property; (v) any exterior parking areas and all trash receptacle areas located on the Condominium Property; (vi) any and all security systems and access systems which serve more than one Unit; and (vii) all buffer zones located on the Condominium Property as defined in the Development Order. However, the Association shall not maintain such portions of the Common Elements and Limited Common Elements which are required to be maintained by a Unit Owner in accordance with Section 3.3 herein or as otherwise contemplated herein. All buffer zones shall be maintained by the Association.

(b) Units. The responsibility for maintenance, repair and replacement within the Units shall be shared by the Association and the Unit Owners as follows:

(i) By the Association. The Association shall be responsible for maintaining, repairing and replacing all load-bearing walls contained within the Unit, except for the finished surfaces thereof. The cost of such maintenance shall constitute a Common Expense.

(ii) By the Unit Owner. Each Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Unit, including the permitted improvements, which is not to be maintained by the Association pursuant to Section 7.2(a), including, but not limited to: (1) all exterior doors, windows and screens of any permitted improvement; provided, however, that the painting of the exterior doors shall be a Common Expense, which surfaces shall be maintained in such manner as to preserve a uniform appearance among the Units of the Condominium; (2) paint finish, covering, wallpaper and decoration of all interior walls, floors and ceilings; (3) all built-in shelves, cabinets, counters, storage areas and closets; (4) any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within and serving the Unit; (5) all bathroom fixtures, equipment and apparatuses; (6) all electrical, plumbing, telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits above the concrete slab serving only the respective Unit, and all electric lines between the Unit and its individual service panel or meter; (7) all interior doors, non-load-bearing walls, partitions, and room dividers; (8) all furniture, furnishings and personal property contained within the respective Unit; and (9) all other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.

### **Section 8: Additions, Alterations or Improvements by the Association**

Whenever, in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of \$20,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by the Owners of a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$20,000.00 or less in a calendar year may be made by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital Improvement Assessment" of the Unit Owners as provided in Section 13.2 hereof. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

### **Section 9: Additions, Alterations or Improvements by Unit Owner**

9.1 To the Common Elements. After the completion of the improvements included in the Common Elements which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, there shall be no alterations or additions to the Common Elements or the Limited Common Elements of this Condominium, other than those contemplated under Section 3.3 herein, except as authorized by the Board of Directors and approved by not less than 75% of the total voting interests of the this Condominium, provided that no alterations or additions may be made involuntarily to the Limited Common Elements of any particular Unit if such alteration or addition will adversely affect or prejudice the rights of such Unit Owner unless such Unit Owner's consent first has been obtained. The cost of the foregoing shall be assessed as Common Expenses unless otherwise provided herein.

All open space areas contained within the Common Elements shall be preserved and developed solely as open space areas by the Developer, the Association or the Unit Owners in a manner solely detailed or contemplated herein or on the Condominium Plat.

9.2 To the Units. Except as otherwise reserved by the Developer, no Unit Owner shall make any alteration or improvement to such Owner's Unit except in accordance with this Section 9.2. A Unit Owner may make alterations and improvements to a Unit so long as such alterations or improvements are not visible from the outside of the Unit, do not impair the structural integrity of the building in which such Unit is contained, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and laws. A Unit Owner may not expand, enlarge or relocate the boundaries of such Owner's Unit. Other alterations or improvements to a Unit which are not discussed in this Declaration may be made only if prior approval in writing is obtained from the Board or a committee designated by the Board in accordance with the By-Laws.

9.3 Indemnification by Unit Owner. A Unit Owner making or causing to be made any additions, alterations or improvements to the Unit or the Limited Common Elements as contemplated herein agrees, and shall be deemed to have agreed, for such Owner, and such Owner's 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 liability or damage to the Condominium Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association.

## **Section 10: Additions, Alterations or Improvements by Developer**

The foregoing restrictions of Section 9 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it, to the proposed or already constructed Unit located or to be located thereon, and Limited Common Elements appurtenant thereto. Such Unit shall include, without limitation: (i) the removal of walls, floors, ceilings and other structural portions of the Unit; (ii) changes to the layout or number of rooms in any Developer-owned Units; and (iii) changes to the size and/or number of Developer-owned Units by combining separate Developer-owned Units or otherwise. Any amendments to this Declaration or the Condominium Plat required by actions taken pursuant to this Section 10 may be effected by the Developer alone without the consent of any other person; provided, however, if any such amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, the execution of the amendment to the Declaration effecting such change must be joined in by the record Owners of the Unit, all record owners of liens on the affected Unit, and at least a majority of the total voting interests in the Association. Without limiting the generality of Section 6.5 hereof, the provisions of this Section may not be added to, amended or deleted unless by, or with the prior written consent of, the Developer.

## **Section 11: Operation of the Condominium by the Association; Powers and Duties**

11.1 **Powers and Duties.** The Association shall be the entity responsible for the operation of the Condominium. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation as amended from time to time. In addition, the Association shall have all the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including, without limitation:

(a) The irrevocable right to have access to any portion of each Unit and its Limited Common Elements from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of such portions thereof as required by this Declaration or the Act, for performing extermination services, or at any time and by force, if necessary, for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

(b) The power to make and collect Assessments and other related expenses authorized under the Act against Unit Owners, to lease, maintain, repair and replace the Common Elements, and to grant, modify or cancel easements pertaining to the Common Elements.

(c) The duty to maintain accounting records, according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times upon prior request.

(d) The power to contract for the management and maintenance of the Condominium Property and to authorize a duly licensed management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and regulations, and perform the maintenance, repair and replacement required of the Association with such funds as shall be made available by the Association for such purposes. The Association shall also have the power to join with other condominium associations and entities in contracting for the maintenance and repair of the condominium property(ies) and other type properties, and may contract for or may join with other condominium associations in contracting for the management of the condominium property(ies) and other

type properties, as may be more specifically provided for by the Articles of Incorporation and By-Laws of the Association.

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, if any. Such actions must be approved by a majority of the entire Board of Directors and the Owners of all the Units or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, and no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

(f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium Property.

(g) The power to acquire, lease, mortgage, and convey real and personal property and to grant, modify and cancel easements regarding such property, provided that such action may be done only (i) upon the approval of a majority of the Board of Directors, and (ii) a finding by the Board that such action is for the benefit of the members of the Association. The requirements of Section 8 pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso as to the debt incurred) shall also apply to this acquisition and dealing with Association-owned property; provided, however, that the acquisition of a Unit as a result of a foreclosure of the lien for Assessments shall be exempt from these requirements.

(h) The power to acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities for recreational purposes as long as such arrangements are also approved by the Owners of a majority of the Units.

(i) All of the powers which a corporation not-for-profit in the State of Florida may exercise pursuant to this Declaration, the Articles of Incorporation and By-Laws, Chapter 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act or the documents of the Condominium.

11.2 Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act. Notwithstanding anything herein to the contrary, the Association shall not adopt any rules or regulations which shall in any way mitigate, enlarge or expand restrictions imposed by the Metrowest Declaration or the Metrowest Master Association through its own bylaws.

11.3 Limitation of Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair, caused by any latent condition of the Condominium Property. Further, the Association shall not be liable for any such injury or damage caused by defects in design or workmanship or any other reason connected with any additions, alterations or improvements done by or on behalf of any Unit Owners, regardless of whether or not same shall have been approved by the Association pursuant to the provisions hereof.

**NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR**

**ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY, INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:**

**(a) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;**

**(b) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, ORANGE COUNTY, CITY OF ORLANDO AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND**

**(c) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.**

**EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.**

**AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.**

**11.4 Restraint Upon Assignment of Shares in Assets.** The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

**11.5 Approval or Disapproval of Matters.** Whenever the decision of a Unit Owner is required upon any matter, whether or not the subject of an Association meeting, that decision shall be expressed by the same person who would cast the vote for that Unit if at an Association meeting, unless the joinder of all record Owners of the Unit is specifically required by this Declaration or by law.

11.6 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors is specifically required in this Declaration, the Articles of Incorporation or the By-Laws, applicable rules and regulations or applicable law, all approvals or actions required or permitted to be given or taken by the Association shall be given or taken by the Board of Directors, without the consent of Unit Owners, and the Board may so approve and act through the proper officers of the Association without a specific resolution. When an approval or action of the Association is permitted to be given or taken hereunder or thereunder, such action or approval may be conditioned in any manner the Association deems appropriate or the Association may refuse to take or give such action or approval without the necessity of establishing the reasonableness of such conditions or refusal.

11.7 Amendment of By-Laws. No modification of or amendment to the By-Laws of said Association shall be valid unless set forth in or annexed to a duly recorded amendment to this Declaration. The By-Laws may be amended in the manner provided for therein, but no amendment of said By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any Condominium Parcel(s), or which would change the provisions of the By-Laws with respect to institutional mortgages without the written approval of all Institutional First Mortgagees of record. No amendment shall change the rights and privileges of the Developer without their respective written consent. Any amendment to the By-Laws, as provided herein, shall be executed by the parties as required in this Section 11 and in Section 6 above, and said amendment shall be recorded in the public records of the County.

11.8 Binding Effect of Condominium Documents. Every Owner of a Condominium Parcel, whether he has acquired his ownership by gift, conveyance or transfer by operation of law, or otherwise, shall be bound by the Articles of Incorporation and By-Laws of the Association, the provisions of this Declaration and any management agreement entered into by the Association for the management and operation of the Condominium. Membership in the Association shall automatically terminate upon the termination of ownership of a Condominium Parcel in this Condominium, and the subsequent Owner(s) taking title shall automatically become entitled to membership.

11.9 Eligibility of Directors. No person shall be entitled to serve on the Board of Directors if they have not met the eligibility requirements contained in the Act or as are provided in the By-Laws.

## **Section 12: Management Agreement**

The Association has entered into a Management Agreement, a copy of which is attached hereto as Exhibit No. 4. The general purpose thereof is to contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its directors and its officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including but not limited to the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association. Each Unit Owner, his heirs, successors and assigns, shall be bound by said Management Agreement for the purposes therein expressed, and by virtue of said party's taking title to a Condominium Parcel in this Condominium, said owner shall be deemed to have agreed to, confirm and ratify the following:

12.1 Adopting, ratifying and consenting to the execution of said Management Agreement by the Association.

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

12.3 Ratifying, confirming and approving each and every provision of said Management Agreement, and acknowledging that all of the terms and provisions thereof are reasonable.

12.4 Agreeing that the persons acting as directors and officers of the Association entering into such Management Agreement have not breached any of their duties or obligations to the Association.

12.5 In the event that some or all of the persons comprising the original Board of Directors and officers of the Association are or may be stockholders, officers and directors of the Management Firm, such circumstance shall not and cannot be construed or considered as a breach of their duties and obligations to the Association, nor as possible grounds to invalidate such Management Agreement, in whole or in part.

12.6 The acts of the Board of Directors and officers of the Association in entering into the Management Agreement be and the same are hereby ratified, approved, confirmed and adopted.

### **Section 13: Determination of Assessments**

13.1 General Assessment. The Board of Directors shall from time to time, and at least annually, prepare and adopt a budget for the Condominium ("Budget for Common Expenses"), determine the amount payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws ("General Assessment"). The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the General Assessment payable by each of them as determined by the Board of Directors as aforesaid. The Budget for Common Expenses shall include the reserves required by law or determined appropriate by the Board, the costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles of Incorporation, the By-Laws, or applicable rules and regulations of the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any adopted Budget for Common Expenses adopted shall be subject to change by the Board of Directors, and the amount of the General Assessment shall be changed in accordance with such revised Budget for Common Expenses to cover actual expenses at any time.

13.2 Special and Capital Improvement Assessments. In addition to General Assessments, the Board of Directors may levy "Special Assessments," and "Capital Improvement Assessments" upon the following terms and conditions:

(a) "Special Assessment" means an amount levied against each Owner and Such Owner's Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature which are not in the nature of capital improvements.

(b) "Capital Improvement Assessment" means an amounts levied against each Owner and his Unit, representing a portion of the costs incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from maintenance, repairs and replacement) of any capital improvements located or to be located within the Common Elements.

(c) Special Assessments and Capital Improvement Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board; provided that if such Special Assessments and Capital Improvement Assessments, in the aggregate in any year, exceed \$5,000.00 or cause the total Assessments levied to exceed 115% of Assessments for the proceeding calendar year, the Board must obtain approval of a majority of the Owners of Units represented duly called, noticed and held in accordance with the By-Laws and the Act.

Notwithstanding any provision in this Declaration to the contrary, if, while the Association is controlled by the Developer, the Association has maintained all insurance coverage required by the Act, Common Expenses incurred during a guarantee period as a result of a natural disaster or an act of God occurring during the same guarantee period, which are not covered by the proceeds from such insurance, may 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. In such an event, such Common Expenses shall be assessed pursuant to the provisions of Section 5 hereof.

#### **Section 14: Collection of Assessments**

The General Assessment, Special Assessments, Capital Improvement Assessments and Limited Common Element Assessments (collectively, the "Assessments") shall be collected as follows:

14.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while such person (as defined in Section 1.01(3), Florida Statutes) is the Owner of the Unit. Additionally, a Unit Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right such Unit Owner may have to recover from the previous owner the amounts paid by such Unit Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

14.2 Default in Payment of Assessments. Assessments and installments thereof not paid within 10 days from the date when they are due shall bear interest at the rate established from time to time by the Board of Directors from due date until paid (provided, however, that no such rate shall exceed the maximum allowed by law). In the event the Board has not established such rate, the interest rate shall be 15%. Each delinquent payment shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Condominium Parcel, with interest thereon and for reasonable attorneys' fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien shall be effective on the earliest date allowed by law, which shall be no later than as of the recording of the claim of lien. Such lien shall be evidenced by the recording of a claim of lien in the public records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount(s) due and the due dates. The claim of lien shall not be released until all sums secured by such claim of lien (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until it is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon, the administrative late fee (if permitted under applicable law), and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or authorized agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association or its assignee may bring an action to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed in Florida, and may also bring an action at law to recover a money judgment for the unpaid Assessments and other amounts due without waiving any claim of lien. The Association is entitled to recover its costs and reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after 30 days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the balance of General Assessment installments due for the remainder of the fiscal year and payments of other known Assessments to be accelerated and shall



thereupon be immediately due and payable. In the event that the amount of such accelerated installments or payments changes, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within 10 days of same taking effect.

Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued as provided above, then to any administrative late fee, then to any costs and reasonable attorneys' fees incurred in collection as aforesaid and then to the delinquent and any accelerated Assessments. The foregoing application of funds received shall be applicable despite any restrictive endorsement, designation or instruction placed on or accompanying a payment.

14.3 Notice of Intention to Foreclose Lien. Unless otherwise required by the Act or other applicable law, no foreclosure judgment may be entered until at least 30 days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least 30 days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys' fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address, and upon such mailing, the notice shall be deemed to have been given. If after diligent search and inquiry the Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorneys' fees and costs as permitted by law. The notice requirements of this subsection are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

14.4 Appointment of Receiver to Collect Rental. If the Unit Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the Unit Owner to pay a reasonable rental for the Unit. If the Unit is rented or leased during the pendency of the foreclosure action, the Association is entitled to the appointment of a receiver to collect the rent, the expenses of such receiver to be paid by the party which does not prevail in the foreclosure action.

14.5 Institutional First Mortgagee. In the event an Institutional First Mortgagee or other purchaser shall obtain title to a Unit by foreclosure, or by deed in lieu of foreclosure, such Institutional First Mortgagee or other purchaser, its successors and assigns, shall be liable for Assessments or other related expenses authorized under the Act secured by the claim of lien only to the extent provided by the Act. If, due to the applicable provisions of the Act, any unpaid share of the Assessments or other related expenses authorized under the Act are not required to be paid, then such unpaid share or other related expenses authorized under the Act shall be deemed to be a Common Expense collectible from all of the Unit Owners, including such acquirer, and such acquirer's successors and assigns.

14.6 Certificate of Unpaid Assessments. Within 15 days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Unit Owner with respect to such Owner's Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby.

14.7 Installments. General Assessments shall be collected monthly or quarterly, in advance, as determined from time to time by the Board of Directors. Initially, General Assessments will be collected monthly.

14.8 Developer's Guarantee. Developer hereby guarantees, pursuant to Section 718.116(9)(a)2. of the Act, that the Assessment for Common Expenses imposed upon the Unit Owners will not increase over the following dollar amounts for the Unit types noted below, and Developer will pay any amounts of Common Expenses incurred during the below period(s) not produced by the Assessments at the guaranteed level receivable from other Unit Owners for the applicable guarantee period. For the periods of

time referenced below, the following is the level of guarantee of monthly General Assessments for each Unit type in the Condominium:

Unit Type	Square Footage	Percentage Share of Common Expenses	January 1 - December 31, 2006	January 1 - December 31, 2007	January 1 - December 31, 2008
A & AR	499 s.f.	0.1723%	\$ 162.00	\$ 186.00	\$ 213.00
B & BR	794 s.f.	0.2741%	\$ 259.00	\$ 297.00	\$ 341.00
C & CR	991 s.f.	0.3421%	\$ 323.00	\$ 371.00	\$ 426.00
D1 & D1R	1051 s.f.	0.3628%	\$ 342.00	\$ 393.00	\$ 451.00
D2 & D2R	1062 s.f.	0.3666%	\$ 346.00	\$ 397.00	\$ 456.00
E & ER	1248 s.f.	0.4308%	\$ 407.00	\$ 468.00	\$ 538.00

Commencing January 1, 2009, Developer, in its sole discretion, shall have the option of renewing such guarantee of Assessments for Common Expenses at the FY 2008 level and amounts for additional one month periods of time until such time as the Developer turns over operation and control of the Association to the non-Developer owners; provided, however, that notwithstanding any provision to the contrary, the guarantee shall automatically terminate on the date of the meeting of unit owners at which transfer of control of the Association to Unit Owners other than Developer occurs. Notwithstanding any contrary provisions of the Declaration, Developer shall not be liable for the payment of Assessments for Common Expenses levied pursuant to the Declaration for such period as Developer has guaranteed that Assessments for Common Expenses shall not increase over the guaranteed amount and Developer pays all actual operating Common Expenses in excess of the amount collected from Unit Owners other than Developer.

### **Section 15: Insurance**

Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:

15.1 "Insurance Trustee." The Board of Directors shall have the option, in its sole discretion, of appointing an Insurance Trustee hereunder. If the Board of Directors fails or elects not to appoint such Insurance Trustee, the Board of Directors will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses.

#### 15.2 Purchase, Custody and Payment.

(a) Purchase. All insurance policies purchased by the Association shall be issued by an insurance company authorized to do business in Florida meeting all criteria established by the Board or the Act and any rules promulgated thereunder.

(b) Named Insured. Under all insurance policies purchased by the Association, the named insured shall be the Association, individually, and as agent for Owners of Units covered by the policy, without naming them, and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be deemed additional insureds.

(c) Custody of Policies and Payment of Proceeds. All insurance policies purchased by the Association shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee, and such policies and endorsements thereto shall be deposited with the Insurance Trustee.

(d) Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by the Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy. Copies or certificates shall be furnished not less than 10 days prior to the beginning of the term of the policy, or not less than 10 days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(e) Exceptions from Association Responsibility; Unit Owner's Personal Coverage. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon any and all property lying within the boundaries of their Unit (i.e., personal property and permitted fixtures contained therein), and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

Unit Owners may be required to purchase flood insurance for their respective Unit(s) if such insurance is required by their mortgagee(s). In the event flood insurance is required, such insurance shall not be for the lesser of 100% of the current replacement cost of the Unit as contained within the building, or the maximum amount of flood insurance available with regard to such property.

The Association shall have no obligation to purchase flood insurance on the Units. However, the Association may obtain flood insurance on the building and any other improvements constructed on the Condominium Property.

The Unit Owner shall be solely responsible for insuring any and all equipment, machinery, fixtures, furniture and the like installed and/or placed upon or within the Limited Common Elements appurtenant to such Owner's Unit, including, but not necessarily limited to, air-conditioning equipment. The Association shall have no responsibility to, but may upon the determination of 2/3 of the voting interests in the Association, obtain insurance on behalf of the Unit Owners with regard to the Limited Common Elements.

Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against a Unit Owner due to accidents occurring within such Owner's Unit. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

15.3 Coverage Responsibilities of Association. The Association shall use its best efforts to obtain and maintain adequate insurance covering the following:

(a) Property. Insurance covering loss or damage to the Common Elements and all other portions of the Condominium Property which the Association is responsible to maintain under the terms of this Declaration, and all items for which the Association is required under applicable provisions of the Act to insure against loss or damage by fire and against loss or damage by risks now or hereafter embraced by standard extended coverage and vandalism and malicious mischief endorsements (collectively, the "Insured Property"). Such policies may contain reasonable deductible provisions as determined by the Board of Directors. Such coverage shall afford protection against such other risks as from time to time are customarily covered with respect to buildings and improvements similar to the Insured Property in construction, location and use, including, but not limited to, vandalism and malicious mischief.

(b) Casualty. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property, with such coverage as shall be required by the Board of Directors of the Association, but with combined single limit liability of not less than \$1,000,000.00 per occurrence, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

- (c) Worker's Compensation and other mandatory insurance, when applicable.
- (d) Fidelity Insurance, if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds, such insurance to be in the amount required by law.
- (e) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (f) Such Other Insurance as the Board of Directors shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association, its officers, members of the Board, the Developer, the Management Firm, if any, and its respective employees and agents, and against the Unit Owners individually and as a group; (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, the Management Firm and its respective employees and agents, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of the Management Firm or the individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

Every property insurance policy obtained by the Association shall have the agreed amount and inflation guard endorsement unless the Board finds such endorsement is unobtainable or economically infeasible.

15.4 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least 30 days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of property insurance or any renewal thereof, the Board of Directors may wish to obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the Insured Property (exclusive of foundations), without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this Section.

15.5 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense, except that the costs of fidelity bonding for the Management Firm employees may be paid by the Management Firm pursuant to the Management Agreement. Premiums may be financed in such manner as the Board of Directors deems appropriate.

15.6 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Management Firm, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering losses to the Insured Property shall be paid to the Insurance Trustee, which may be designated by the Board of Directors and which, if so appointed, shall be a bank or trust company in Florida with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein, and for the benefit of the Unit Owners and their respective mortgagees in the following shares, but shares need not be set forth on the records of the Insurance Trustee:

(a) Insured Property. Proceeds on account of damage to the Insured Property shall be held by the Association for each Unit Owner as tenants in common on the basis of the fair market value of each Unit, relative to the other Units in the Condominium, immediately prior to the event of casualty (such fair market value shall be determined by an MAI-certified appraiser selected by the Board of Directors in its sole discretion); provided, however, that prior to any distributions to the Unit Owners, such proceeds shall first be distributed in accordance with the provisions of Section 15.7 herein.

(b) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

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

(b) Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

(c) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 15.6(a) herein, and distributed to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s). If there is no mortgage on the Unit, all distributions shall be made directly to the Unit Owner.

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

15.8 Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

15.9 Presumption as to Damaged Property. In the event of a dispute or lack of certainty as to whether damaged property constitutes a Unit(s) or Common Elements, such property shall be presumed to be Common Elements.

## **Section 16: Reconstruction or Repair After Fire or Other Casualty**

16.1 Determination to Reconstruct or Repair. Subject to the immediately following subsection, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the Insured Property, and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and

restoration in appropriate progress payments. If the Insurance Trustee has not been appointed, then the Board of Directors shall act as if it were the Insurance Trustee hereunder.

If 75% or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property shall not be repaired and the net proceeds of insurance resulting from such damage or destruction shall be distributed to each Unit Owner, by check made payable to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

Whenever in this Section 16 the words "promptly repair" are used, it shall mean that repairs are to begin not more than 60 days from the date the Insurance Trustee (if appointed) notifies the Board of Directors and Unit Owners that it holds proceeds of insurance on account of such damage or destruction sufficient to pay the estimated cost of such work, or not more than 90 days after the Insurance Trustee (if appointed) notifies the Board of Directors and the Unit Owners that such proceeds of insurance are insufficient to pay the estimated costs of such work. The Insurance Trustee (if appointed) may rely upon a certificate of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

**16.2 Plans and Specifications.** Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original improvements and the then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors and the then-applicable building and other codes.

**16.3 Disbursement.** The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

(a) **Association - Lesser Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors; provided, however, that upon request to the Insurance Trustee (if appointed) by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage.

(b) **Association - Major Damage.** If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than One Hundred Thousand and No/100 Dollars (\$100,000.00), then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subsection (i) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

(c) **Unit Owners.** If there is a balance of insurance proceeds after payment of all costs of reconstruction and repair that are the responsibility of the Association, this balance shall be distributed to each Unit Owner, by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

(d) **Certificate.** Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Unit Owners, nor

to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

16.4 Assessments. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected 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, Assessments shall be levied against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Assessments on account of damage to the Insured Property shall be in proportion to all of the Owners' respective shares in the Common Elements, as determined by the Association.

16.5 Responsibilities of Unit Owners. If damage occurs to the Units, the maintenance and responsibility of which lies solely upon the respective Unit Owners, then each Unit Owner shall be solely responsible for all necessary reconstruction and repair to its respective Unit, which reconstruction and repair shall be effected promptly and in accordance with guidelines established by the Board of Directors. Each Unit Owner shall have the absolute responsibility of applying insurance proceeds, arising as a result of flood, fire or other casualty damage to the Unit, to the repair and/or reconstruction of such Unit; provided, however, that no Unit Owner shall have the responsibility of applying insurance proceeds to the repair and/or reconstruction of the respective Units if the Condominium is terminated in accordance with the provisions of Section 21 herein.

16.6 Benefit of Mortgagees. Certain provisions in this Section are for the benefit of mortgagees of Units and may be enforced by any of them.

### **Section 17: Condemnation**

Any condemnation of any portion(s) of the Condominium Property shall be governed by the following provisions:

17.1 Deposit of Certain Condemnation Awards with Insurance Trustee. Condemnation awards pertaining to the taking of Common Elements shall be paid over by each Unit Owner to the Insurance Trustee for use as noted hereinafter in this Section. In the event the Unit Owner fails to turn over such award as required, the defaulting Unit Owner shall be charged the maximum interest which does not constitute usury under Florida law until such amount is fully paid.

Condemnation awards pertaining to the condemnation of Units shall not be the property of the Association.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for in Section 16 herein for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated following a condemnation, the proceeds of the awards pertaining to the condemnation of Common Elements will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of any such awards shall be used for these purposes and shall be disbursed in the manner provided for

disbursement of funds by the Insurance Trustee after a casualty, or as elsewhere in this Section specifically provided.

17.4 Condemnation of Common Elements. Awards for the taking of portions of the Common Elements shall be used to render the remaining portion of the Common Elements usable in the manner approved by the Board of Directors of the Association; provided, however, that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed, after adjustments to these shares effected pursuant hereto by reason of the taking, to each Unit Owner by check made payable jointly to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein.

17.5 Condemnation of a Unit. If there is a taking of a Unit, the respective Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of its Unit. Following such taking of a Unit and the recording of a deed to the condemning authority, (a) the affected Unit Owner shall no longer have an ownership interest in its Unit or an undivided ownership interest in the Common Elements, and (b) such Unit Owner shall no longer be responsible for the payment of Common Expenses.

The following changes shall be made in the Condominium following a taking as described in this Section 17.5:

(a) Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board of Directors.

(b) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This distribution shall be determined by taking the fractional share of each Unit Owner in proportion to the number of Units remaining in the Condominium.

(c) Assessments. In the event the Association does not have the funds necessary to alter the remaining portion of the condemned Unit for use as a part of the Common Elements, the additional funds for such purposes shall be raised by Assessments against all of the Unit Owners who will continue as Owners of Units after the changes in the Condominium effected by the taking. The Assessments shall be made in proportion to the applicable percentage shares of those Owners after all adjustments to such shares effected pursuant hereto by reason of the taking.

17.6 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are effected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by, and executed upon the direction of, a majority of all members of the Board of Directors.

### **Section 18: Occupancy and Use Restrictions**

In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:



18.1 Occupancy. Each Unit shall be used as a single family residence only, except as may be otherwise herein expressly provided. The provisions of this subsection 18.1 shall not be applicable to Units used by the Developer for model apartments, guest accommodations, sales or other offices or management services.

18.2 Antennae and Satellite Dishes. Satellite dishes, aerials and antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Unit shall be permitted without any requirement for approval from the Board of Directors.

Satellite dishes, aerials and antennas shall not be permitted on the Common Elements except to the extent required to be permitted by applicable law (including, but not limited to, the federal Telecommunications Act of 1996). The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of and safety restrictions pertaining to the installation of satellite dishes, aerials and antennas and all lines and equipment related thereto which shall be permitted on the Common Elements.

Notwithstanding any provision to the contrary, the Association, in its discretion and from time to time, shall have the power and ability to erect or install any satellite dish, antenna or aerial or any similar structure on the Common Elements, provided that such satellite dish, aerial or antenna be solely utilized for the reception of television or radio signals to be utilized by the residents of the Condominium or for security purposes.

18.3 Specific Prohibited Uses. No sign, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, on or upon any part of the Unit, Limited Common Elements or Condominium Property by any Unit Owner or occupant without prior written consent of the Board of Directors. The foregoing includes signs within a Unit which are visible from outside the Unit.

No person shall use the Common Elements or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations set forth in the By-Laws or properly pertaining thereto and promulgated from time to time by the Association.

The Unit Owner shall not permit or suffer anything to be done or kept in such Owner's Unit which will increase the rate of insurance on the Condominium Property, or which will obstruct or interfere with the rights of other Unit Owners, or annoy them by unreasonable noises, or otherwise, nor shall the Unit Owners commit or permit any nuisance, immoral or illegal acts in or about the Condominium Property.

18.4 Nuisances. No nuisances (as reasonably determined by the Association) shall be allowed on the Condominium Property, nor shall any use or practice be allowed which is a source of annoyance to residents or occupants of Units or which interferes with the peaceful possession or proper use of the Condominium Property by its residents or occupants. No activity specifically permitted by this Declaration shall be deemed a nuisance.

18.5 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section. No activity specifically permitted by this Declaration shall be deemed a violation of this Section 18.

18.6 Pets. There are no restrictions on the size of pets which are permitted to be contained in a Unit, but no more than 2 dogs, cats or birds (two being the maximum number of such animals in any combination, but specifically excluding in all events reptiles, pot bellied pigs and other livestock or wildlife) and/or a reasonable quantity of fish shall be permitted to be contained in a Unit, except that pets that are of a known vicious breed such as "Pit Bulls," "Bull Terriers," "Chows," "German Shepherds," "Rottweilers" or other like breeds are not permitted. Pets shall not be permitted upon the Common Elements except pursuant to rules and regulations adopted by the Board of Directors or as contained in this Declaration or in the By-Laws. The Unit Owner shall indemnify the Association and the Developer and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such Unit Owner's having any pet upon the Condominium Property. All Unit Owners are required to clean up all pet droppings deposited on the Common Elements.

Any complaints filed by residents of damage caused by a pet shall be submitted in writing to the Board, which shall determine the amount of the damage and notify the applicable Unit Owner who owns the pet in writing to make the necessary repair, replacement or removal (as the case may be). If such Unit Owner fails to properly act within 15 days from the date of such notice, or fails to otherwise reach an agreement in writing with the Board as to the payment for such damage or remedying any other violation within 15 days from the date of such notice, such Unit Owner shall be required to permanently remove the pet from the Condominium Property. Payment for damages pursuant to this subsection shall not be in lieu of any right of action which the person sustaining the damage shall be entitled to independently.

Any pet complaint filed with the Association, whether or not such complaint involves damage as described in the above paragraph, shall be verified by a designated member of the Board of Directors. Each verified pet complaint shall constitute an infraction for purposes of this subsection. The Board shall take action with regard to such infractions as follows:

(a) If the complaint is the first infraction, the Board shall notify the Unit Owner of the infraction in writing and formally request that no such infraction again occur.

(b) If the complaint is the second infraction, the Board shall notify the Unit Owner and warn such Unit Owner that the next infraction will cause a penalty fine to be assessed.

(c) If the complaint is the third infraction, the Board shall notify the Unit Owner of the continuing violation and refer the matter to a committee of 3 Unit Owners, none of whom shall be presently serving on the Board or be related to a director or the offending Unit Owner, for a determination as to a fine for the continuing infraction. Such committee shall, within 7 days following issuance of the notice of third infraction to the offending Unit Owner, determine whether a fine should be levied for such continuing infraction and provide a recommendation thereon to the Board. The amount of any fine shall not exceed the maximum amount allowed under the applicable provisions of Section 718.303, Florida Statutes. If a fine is recommended by such committee, the Board shall issue a written notice to the offending Unit Owner advising such Unit Owner of the levying of the fine. However, such fine shall not become due and owing until such Unit Owner has received such written notice and has been given the opportunity to request a hearing before the committee of Unit Owners described in this subsection (c) at a time and date which shall not be more than 30 days after the date of such notice. In the event the offending Unit Owner elects not to seek such a hearing, the recommendation of a fine made by the committee shall become binding upon the Association and the Unit Owner. If such a hearing is held, the decision of the committee as to whether to rescind, modify or ratify the proposed fine shall be binding upon the Association and the Unit Owner. All decisions made by such committee shall be made by majority vote.

(d) If the complaint is the fourth infraction, the Board shall notify the Unit Owner and demand that the pet be removed from the Condominium Property within 30 days from notice. Prior to

taking the action contemplated in this subsection (d), such Unit Owner shall have the same opportunity for notice and a hearing as provided in subsection (c) above.

Infractions for purposes of this Section shall accumulate only on the basis of separate 12 month periods with each new period commencing on the annual anniversary date of this Declaration ("Infraction Period"). In other words, the number of infractions in any Infraction Period shall not be carried forward into the next Infraction Period for purposes of the enforcement of this Section 18.6.

For purposes of this Section 18.6 only, the term "Unit Owner" shall be deemed to include a tenant or lessee of a Unit Owner.

**18.7 Sound Transmission Language.** All Units shall have the floors covered with wall-to-wall carpeting installed over padding, except carpeting is not required in entry foyer, kitchens, bathrooms, family room or laundry rooms, subject to the exceptions set forth below. A Unit Owner, other than Developer, who desires to install in place of carpeting any hard-surface floor covering (e.g., marble, slate, ceramic tile, wood) shall also install a sound-absorbent underlayment beneath it, if applicable as determined by the Board in its absolute discretion. In the event said absorption underlayment is required by the Board, the types of materials required may include padding or a resilient sound absorbing underlayment of fiber board, cork or other acceptable material in accordance with the rules and regulations promulgated by the Association, as amended from time to time. The Unit Owner, other than the Developer, shall obtain written approval of the Board prior to any such installation. If the installation is made without such prior written approval, the Board may, in addition to exercising all other remedies provided in this Declaration, require the offending Unit Owner to cover all such hard-surface flooring with carpeting, or require the removal of such hard-surface flooring at the expense of the offending Unit Owner. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound and impact noise transmission in a Building containing the Units is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound or impact noise transmission between and among Units and the other portion of the Condominium Property, and each Unit Owner herein waives and expressly releases, to the extent not prohibited by applicable law as of the date of this Declaration, any such warranty and claims for loss or damages resulting from sound or impact noise transmission.

### **Section 19: Selling, Leasing and Mortgaging of Units**

Units may be made subject to mortgages without restrictions, but sales and leases thereof shall be subject to the provisions of this Section 19:

**19.1 Sales.** In connection with the conveyance of each Unit, other than the Developer or Institutional Mortgagees an officer of the Association shall execute and acknowledge a certificate stating that all Assessments levied against such Unit have been paid in full, or if not paid in full, the amounts due and owing. 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. Payment of outstanding Assessments shall be in accordance with the Act. Each new Unit Owner receiving a conveyance from any party except the Developer shall notify the Association and the Management Firm promptly after becoming a new Owner by delivering a copy of the deed to the Unit to the Association and the Management Firm.

**19.2 Leases.** Except as otherwise permitted by the Developer with regard to Units still owned by the Developer, no lease or rental of a Unit may be for a period of less than seven (7) months, and no more than two (2) leases in any twelve (12) month period shall be permitted. No Unit Owner may lease or rent his Unit if he is delinquent in the payment of any Assessments. The sub-leasing or sub-renting of a Unit

Owner's interest is not permitted. The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease or sub-lease be used by all Unit Owners (including the Developer) intending to rent or lease after said notice and to provide such form as a Common Expense. Entire Units only may be rented, provided the occupancy is only by the lessee, his family and guests; no individual rooms may be rented and no transient tenants may be accommodated. The provisions of this paragraph pertaining to transient tenants shall not be applicable to the Developer.

A tenant of a Unit shall have all of the use rights in the Association Property and Common Elements otherwise readily available for use generally by Unit Owners and the Owner of the leased Unit shall not have such rights, except as a guest. This shall not, however, interfere with access rights of an Owner as landlord pursuant to applicable law.

19.3 Continuing Liability. The liability of the Unit Owner under these covenants shall continue, notwithstanding the fact that he may have leased, rented or sub-let said interest as provided herein. Every purchaser, tenant or lessee shall take subject to this Declaration, the Articles of Incorporation and By-Laws of the Association, and the Management Agreement, as well as the provisions of the Act.

19.4 No Severance of Ownership. No part of the Common Elements may be sold, conveyed or otherwise disposed of, except as an appurtenance to the Unit in connection with a sale, conveyance or other disposition of the Unit to which such interest is appurtenant, and any sale, conveyance or other disposition of a Unit shall be deemed to include that Unit's appurtenant interest in the Common Elements.

19.5 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer his Unit by gift, to devise his Unit by will, or to have his Unit pass by intestacy, without restriction; provided, however, that each succeeding Unit Owner shall be bound by, and his Unit subject to, the provisions of this Section 19.

## **Section 20: Compliance and Default**

Each Unit Owner and every occupant of a Unit and the Association shall be governed by and shall comply with the terms of this Declaration of Condominium and all exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

20.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made 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 such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

20.2 Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation of the Association, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to sue in a court of law for damages.

20.3 Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the requirements of the Act, this Declaration, the Articles or By-Laws of the Association, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

20.4 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Articles and By-Laws of the Association, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.

### **Section 21: Termination of Condominium**

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided elsewhere in this Declaration, or (ii) such time as termination of the condominium form of ownership is authorized by a vote of Owners owning 90% of the Units and by the Primary Institutional First Mortgagee. Upon such termination, the former Condominium Property shall be subject to an action for partition by any Owner, and the net proceeds of sale shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. Upon such termination, all funds of the Association, including, but not limited to, reserves, insurance proceeds, and condemnation awards, shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. The termination of the Condominium shall be effective upon a certificate of the Association, executed by its President and Secretary, certifying the basis of the termination being recorded among the public records of the County.

### **Section 22: Additional Rights of Mortgagees and Others**

The following provisions are intended for the benefit of each holder of a first mortgage upon a Unit, and, to the extent that any other provisions of this Declaration conflicts with the following provisions, if at all, the following provisions shall control:

22.1 Upon request in writing, the Association shall furnish to each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage a written notice of any default by the Unit Owner of such Unit in the performance of such Unit Owner's obligations under this Declaration that has not been cured within 30 days.

22.2 Upon request in writing, each Institutional First Mortgagee of a Unit and any holder, insurer or guarantor of a first mortgage on a Unit shall have the right:

(a) to examine current copies of this Declaration, the By-Laws, rules and regulations and the books, records and financial statements of the Association during normal business hours;

(b) to receive, without any charge and within a reasonable time after such request, the annual audited financial statement which is prepared and distributed by the Association to the Unit Owners at the end of its fiscal year; provided, however, that in the event an audited financial statement is not available, the holders of 51% or more of the first mortgages in the Units shall be entitled to have such an audited statement prepared at their expense;

(c) to receive written notices of all meetings of the Association and to designate a representative to attend all such meetings;

(d) to receive written notice of any decision by the Unit Owners to make a material amendment to the Declaration, By-Laws or Articles of Incorporation of the Association;

(e) to receive written notice of any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(f) to receive written notice of any action which would require the consent of a specified number of Institutional First Mortgagees.

22.3 No provision of this Declaration or the Articles of Incorporation or any similar instrument pertaining to the Condominium Property or the Units therein shall be deemed to give a Unit Owner or any other party priority over any rights of the Institutional First Mortgagees of Units pursuant to their mortgages in the case of distribution to Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of the Units, and/or the Common Elements, or any portion thereof or interest therein. In such event, the holder of any first mortgage on a Unit shall be entitled, upon specific written request, to timely written notice of any such loss.

22.4 Upon specific written request to the Association, each Institutional First Mortgagee of a Unit or holder, insurer or guarantor of a mortgage on a Unit shall be furnished notice in writing by the Association of any damage to or destruction or taking of the common elements if such damage or destruction or taking exceeds \$10,000.00 or if damage shall occur to a Unit in excess of \$1,000.00.

22.5 If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder, insurer or guarantor of any first mortgage on a Unit will be entitled to timely written notice, upon specific written request, of any such proceeding or proposed acquisition and no provisions of any document will entitle a Unit Owner or other party to priority over such holder with respect to the distribution to such Unit of the proceeds of any award or settlement.

22.6 Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments and fails to deliver or mail to the requesting party a negative response within 30 days shall be deemed to have approved such request.

22.7 In the event professional management has been previously required by any holder, insurer or guarantor of a first mortgage on a Unit, any decision to establish self management by the Association shall require the prior consent of Unit Owners in accordance with Section 718.302(1), Florida Statutes.

22.8 As required by Section 718.110, Florida Statutes, any mortgagee consent required under this Section shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.

### **Section 23: Disclaimer of Warranties**

**DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE ACT AND SECTION 718.618(6) OF THE ACT. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED.**

**ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL**

**BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID  
DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.**

**Section 24: Mediation and Arbitration**

All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall be submitted to such alternative resolution procedures prior to institution of civil litigation proceedings.

**Section 25: Additional Provisions**

25.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association. All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

25.2 Interpretation. The Board of Directors shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel to the Association, or the legal counsel having drafted this Declaration, that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

25.3 Binding Effect of Section 718.303, Florida Statutes. The provisions of Section 718.303(1), Florida Statutes, shall be in full force and effect and are incorporated herein. The Management Firm, for as long as the Management Agreement remains in effect, shall assist the Association in the prosecution of any action pursuant to the statute aforescribed.

25.4 Right of Developer to Add Recreational Facilities and Common Elements. If the Developer elects to add or expand any recreational facilities or any other portion of the Common Elements, the Developer shall pay all the expenses relating to the construction or the providing of such addition or expansion and shall record an amendment to this Declaration describing such property. The amendment shall be executed with the formalities of a deed and recorded in the public records of the County. No approval or action of the Association, Unit Owners or mortgagees shall be necessary for adding such additional Common Elements to condominium ownership. All costs of maintenance, repair and replacement relating to the addition or expansion of the recreational facilities or any other portion of the Common Elements shall be a Common Expense.

25.5 Right of Developer to Convey Property to the Association. The Developer hereby reserves the right to convey to the Association any real property lying contiguous to the Condominium Property free and clear of liens and encumbrances, including, but not limited to, wetlands or other parcels more suitable

to become Association Property rather than Common Elements. All costs and expenses associated with such Association Property shall be Common Expenses. The Association shall be required to accept any such conveyance from the Developer.

25.6 Exhibits. There are hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

25.7 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefor, and, wherever the signature of the Secretary of the Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in 2 separate capacities.

25.8 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

#### **Section 26: Metrowest Master Association**

26.1 The Condominium Property, the Association, each Unit, and each Unit Owner or other occupant of a Unit, is subject to and bound by the terms and conditions of the Metrowest Declaration. The Metrowest Declaration provides that the entity responsible for the operation, management, maintenance, repair, and replacement of the common property of the Metrowest project is the Metrowest Master Association. The Common Elements are not common property of the Metrowest project. The Association is a member of the Metrowest Master Association. Unit Owners are not members of the Metrowest Master Association. The Metrowest Declaration contains certain use restrictions, architectural review criteria, drainage rights over the Property, and certain easements affecting all property within the Metrowest project.

26.2 All costs, fees and assessments for which any Unit Owner may be obligated by virtue of the Metrowest Declaration and any exhibits thereto with regard to the Metrowest Master Association shall be and are hereby deemed to be a Common Expense of the Association. Assessments for Metrowest Master Association common expenses attributable to Units under the jurisdiction of the Association shall be collected by the Association and remitted to the Metrowest Master Association, even though such assessments are the responsibility of the Unit Owners. The Association shall include in its estimated operating budget each year an amount sufficient to pay all assessments for common expenses levied by the Metrowest Master Association against each Unit which is subject to the jurisdiction of the Association. The Association shall have the duty to collect Assessments it imposes, which will include any assessments levied by the Metrowest Master Association.

26.3 Each Unit Owner, and every lessee, invitee, licensee, agent, servant, guest and family member of any Unit Owner shall be bound by the articles of incorporation and bylaws of the Metrowest Master Association, the terms and conditions of the Metrowest Declaration, and all rules and regulations promulgated by the Metrowest Master Association.

26.4 In accordance with the applicable provisions of the Metrowest Master Declaration, the Metrowest Master Association shall receive the same notification of each meeting of the members of the Association or board or committee thereof, required by the Articles of Incorporation, By-Laws or this Declaration, and a representative of the Metrowest Master Association has the unrestricted right to attend any such meeting.



26.5 No amendment or modification to the Declaration, By-Laws or Articles of Incorporation that affects in any way the rights or interests of the Metrowest Master Association shall be binding or effective as to the Metrowest Master Association unless the Metrowest Master Association shall consent in writing to such amendment or modification.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the Developer has executed this instrument on this 4TH day of May, 2006.

**WITNESSES:**

Name: Shelley Leopard  
Print Name: Shelley Leopard

Name: Kim Graves  
Print Name: Kim Graves

**DEVELOPER:**

**The Azur at Metrowest, LLC,  
a Delaware limited liability company  
authorized to do business in Florida**

**By: Colonial Properties Services, Inc., an  
Alabama corporation, as sole member**

By: Robert M. Given  
Robert M. Given, Senior Vice President

(SEAL)

STATE OF Alabama  
COUNTY OF Jefferson

The foregoing instrument was acknowledged before me this 4TH day of May, 2006, by Robert M. Given, as Senior Vice President of Colonial Properties Services, Inc., an Alabama corporation, as sole member of The Azur at Metrowest, LLC, a Delaware limited liability company authorized to do business in Florida, on behalf of such entity. He either ☒ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

Shelley Leopard  
Name: Shelley Leopard  
(Legally Printed)  
Notary Public, State of Alabama  
exp. 8/6/06  
(Commission Number, if any)

TPA#2112825.6

**CONSENT**

The undersigned, on behalf of **METROWEST MASTER ASSOCIATION, INC.**, who holds an interest in the property subject to this Declaration pursuant to that certain **Master Declaration of Protective Covenants and Restrictions for Metrowest, recorded at Official Records Book 3759, page 2756 of the public records of Orange County, Florida, and all amendments thereto**, hereby consents to the Declaration to which this instrument is attached encumbering the property subject to the Metrowest Declaration.

Dated this 12<sup>th</sup> day of April, 2006.

**WITNESSES:**

Name: [Signature]  
Print Name: Ken Simback

Name: Maria Gonzalez Pedraza  
Print Name: Maria Gonzalez Pedraza

**METROWEST MASTER ASSOCIATION, INC.**

By: [Signature]  
Name: Ken Simback  
Title: President

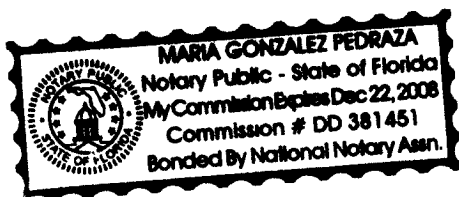
(Seal)

STATE OF FLORIDA  
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 12 day of April, 2006, by Ken Simback, as President of METROWEST MASTER ASSOCIATION, INC., a Florida not-for-profit corporation. He/She either ☐ is personally known to me or ☐ has produced \_\_\_\_\_ as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)



[Signature]  
(Signature)  
Name: Maria Gonzalez Pradraca  
(Legibly Printed or Typed)  
Notary Public, State of Florida  
DD381451  
(Commission Number, if any)

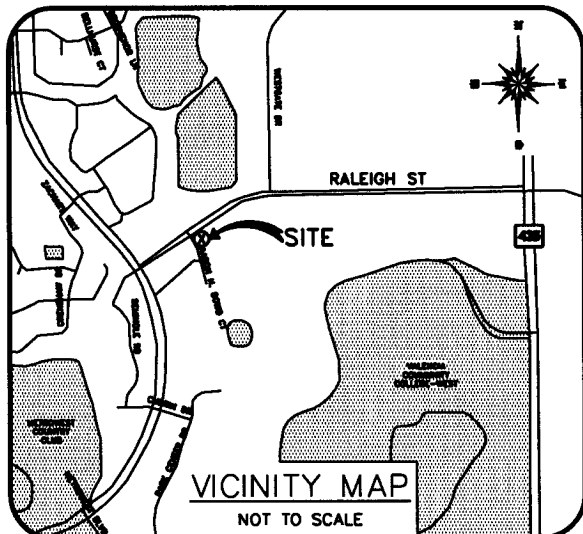
**EXHIBIT NO. 1 TO DECLARATION OF CONDOMINIUM**

TPA#1654754.2

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA

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CERTIFICATION:

I HEREBY CERTIFY TO:

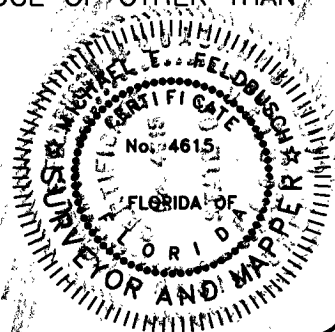
I HEREBY CERTIFY THAT THE ENCLOSED SHEETS 1 THROUGH 85, INCLUSIVE, IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN TO INCLUDE THE COMMON ELEMENTS AND UNITS, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS, IS SUBSTANTIALLY COMPLETE SUCH THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR THE AZUR AT METROWEST, A CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT INCLUDED WITHIN SAID CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THIS CONDOMINIUM BOUNDARY HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 61G17-6, PURSUANT TO CHAPTER 718.104(e), FLORIDA STATUTES, AND FIND THAT THERE ARE NO BASEMENTS, ENCROACHMENTS, OR USES AFFECTING THIS PROPERTY, THAT I HAVE KNOWLEDGE OF OTHER THAN THOSE SHOWN AND DEPICTED THEREON.

*[Signature]*

MICHAEL F. FELDBUSCH, PSM  
FLORIDA REGISTRATION No. 4615

DATE OF CERTIFICATION 02/03/08  
REV. 1 02/07/08  
NOT VALID WITHOUT THE ORIGINAL RAISED SEAL AND SIGNATURE  
OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

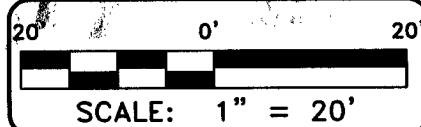


USSURVEY@USSURVEYOR.COM



SHEET NAME:

VICINITY MAP,  
SHEET INDEX  
AND  
CERTIFICATION



SHEET 1 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA

## LEGAL DESCRIPTION

LOTS 15 THROUGH 20, INCLUSIVE, METROWEST UNIT THREE REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGE 102, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

### NOTES

1. THE EXPECTED USE OF THE SUBJECT PROPERTY IS FOR CONDOMINIUMS AND FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 61G17-6.003, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THAT ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
2. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
3. PURSUANT TO SECTION 2.10 OF THE DECLARATION OF CONDOMINIUM, "COMMON ELEMENTS" MEAN AND INCLUDE (A) THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS; (B) EASEMENTS OVER, UNDER, ACROSS, AND THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITY AND OTHER SERVICES TO THE UNITS AND THE COMMON ELEMENTS; (C) AN EASEMENT OF SUPPORT IN EVERY PORTION OF A UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE UNIT OR OTHER IMPROVEMENTS ON ALL OTHER UNITS, COMMON ELEMENTS OR LIMITED COMMON ELEMENTS; (D) THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS; (E) ANY HALLWAYS, FOYERS, DOORS, STAIRWELLS, ALARM SYSTEMS, ACCESS SYSTEMS, OR SECURITY SYSTEMS NOT CONTAINED WITHIN A SPECIFIC UNIT; (F) STORAGE AREAS LOCATED ON THE CONDOMINIUM PROPERTY; AND (G) ANY OTHER PARTS OF THE CONDOMINIUM PROPERTY DESIGNATED AS COMMON ELEMENTS PURSUANT TO THE DECLARATION OF CONDOMINIUM OR THE FLORIDA CONDOMINIUM ACT.

PURSUANT TO SECTION 3.2 OF THE DECLARATION OF CONDOMINIUM, EACH UNIT SHALL INCLUDE THAT PART OF THE BUILDING THAT LIES WITHIN THE FOLLOWING BOUNDARIES:

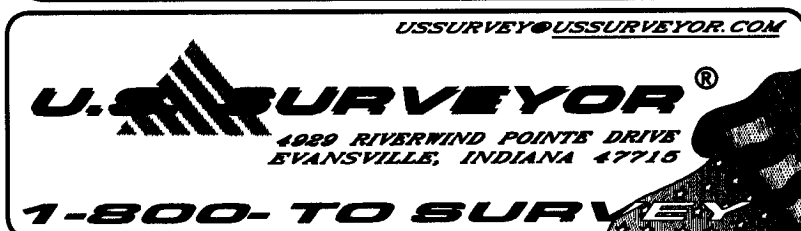
(A) UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO THEIR INTERSECTIONS WITH THE PERIMETER BOUNDARIES:

(I) UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE UNFINISHED LOWER SURFACE OF THE CEILING OF THE UNIT.

(II) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE UNFINISHED UPPER SURFACE OF THE FLOOR OF THE UNIT.

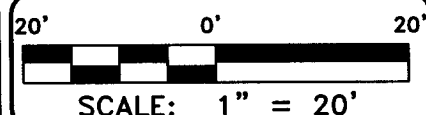
(B) PERIMETER BOUNDARIES. THE PERIMETER BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE UNFINISHED INTERIOR SURFACES OF THE DRYWALL WALLS BOUNDING THE UNIT AS DEPICTED ON THESE CONDOMINIUM DRAWINGS EXTENDED TO THEIR INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.

(C) INTERIOR WALLS. NO PORTION OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.



SHEET NAME:

LEGAL  
DESCRIPTION  
& NOTES



SHEET 2 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA

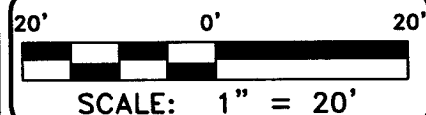
NOTES (con't)

4. THE CONTRACTED USE OF THIS SURVEY IS FOR THE CREATION OF CONDOMINIUM DOCUMENTS. THIS SURVEY IS NOT VALID FOR ANY OTHER USES.
5. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE PREPARED FOR:
6. **COPYRIGHT 2006 BY US SURVEYOR.**  
THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY.  
THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER.  
REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER EMPLOYED BY US SURVEYOR.
7. PURSUANT TO SECTION 3.3(A)(I) OF THE DECLARATION OF CONDOMINIUM, "LIMITED COMMON ELEMENTS" MEAN AND INCLUDE SUCH PORTIONS OF THE COMMON ELEMENTS AS ARE DEFINED HEREIN AND/OR SHOWN ON THESE CONDOMINIUM DRAWINGS, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: (A) ANY AREA(S) LABELED AS A LIMITED COMMON ELEMENT ON THESE CONDOMINIUM DRAWINGS AND CONTIGUOUS TO A UNIT OR IDENTIFIED AS BEING APPURTENANT TO A UNIT, WHICH IS LABELED ON THESE CONDOMINIUM DRAWINGS AS BEING SPECIFICALLY APPURTENANT TO THE UNIT, SUCH AS, BUT NOT LIMITED TO, AN ENTRANCE AREA, BALCONY, LANAI OR PATIO; (B) LIGHT AND ELECTRICAL FIXTURES OUTSIDE THE UNIT OR ATTACHED TO THE EXTERIOR WALLS OF THE BUILDING IN WHICH THE UNIT IS LOCATED, WHICH FIXTURES ARE DESIGNED TO EXCLUSIVELY SERVE AND BENEFIT THE UNIT; (C) THE STRUCTURE(S) LOCATED ON OR ADJACENT TO THE EXTERIOR OF THE BUILDING ON WHICH IS LOCATED ANY AIR-CONDITIONING EQUIPMENT WHICH SERVES THE UNIT; (D) THE MAILBOX WHICH EXCLUSIVELY SERVES A UNIT; (E) IF APPLICABLE, A GARAGE CONTAINED WITHIN THE BUILDING AND SPECIFICALLY DESIGNATED FOR THE SOLE USE BY A PARTICULAR UNIT, IF APPLICABLE, A GARAGE CONTAINED WITHIN THE BUILDING AND SPECIFICALLY DESIGNATED FOR THE SOLE USE BY A PARTICULAR UNIT, TOGETHER WITH THE AREA DIRECTLY IN FRONT OF THE GARAGE FOR USE BY A SECOND VEHICLE; AND (F) ANY AND ALL INSTALLATIONS FOR SECURITY PURPOSES CONTAINED WITHIN THE BUILDING WHICH ARE DESIGNED TO EXCLUSIVELY SERVE THE UNITS CONTAINED WITHIN SUCH BUILDING.
8. ALL DIMENSIONS SHOWN IN THE INDIVIDUAL UNITS ARE BASED UPON THE UNIT BOUNDARIES DESCRIBED IN NOTE 3.
9. ALL DIMENSIONS SHOWN ARE BASED UPON ARCHITECTURAL PLANS SUPPLIED BY THE CLIENT AND MAY VARY SLIGHTLY FROM UNIT TO UNIT.



SHEET NAME:

NOTES



SHEET 3 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA

NOTES CORRESPONDING TO SCHEDULE B

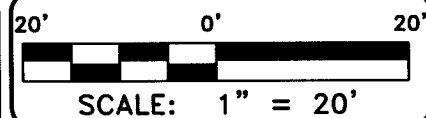
CHICAGO TITLE INSURANCE COMPANY  
TITLE COMMITMENT NO. 100517465  
DOCUMENT DATE DECEMBER 18, 2005

- 5 SUBJECT TO TERMS AND CONDITIONS AS SET FORTH IN THE MEMORANDUM OF LEASE RECORDED IN OFFICIAL RECORDS BOOK 5335, PAGE 2280, TOGETHER WITH SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5433, PAGE 3866 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (NO SURVEY MATTERS)
- 6 TEN FOOT (10') UNDERGROUND EASEMENT IN FAVOR OF THE CITY OF ORLANDO AND THE ORLANDO UTILITIES COMMISSION RECORDED IN OFFICIAL RECORDS BOOK 3789, PAGE 1088. (SAID EASEMENT IS DEPICTED ON THE PLAT OF METROWEST UNIT THREE REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 102 AND 103, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON))
- 7 OVERHEAD AND UNDERGROUND EASEMENT IN FAVOR OF THE CITY OF ORLANDO AND THE ORLANDO UTILITIES COMMISSION RECORDED IN OFFICIAL RECORDS BOOK 3789, PAGE 1097. (SAID EASEMENT IS DEPICTED ON THE PLAT OF METROWEST UNIT THREE REPLAT, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 24, PAGES 102 AND 103, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (AFFECTS SUBJECT PROPERTY AS SHOWN HEREON))
- 8 RESTRICTIONS, CONDITIONS, RESERVATIONS, EASEMENTS AND OTHER MATTERS CONTAINED ON THE PLAT OF METROWEST UNIT THREE REPLAT, AS RECORDED IN PLAT 24, PAGES 102 AND 103, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (SAID RECORD PLAT NOT PROVIDED AT TIME OF SURVEY)
- 9 RESTRICTIONS, CONDITIONS, RESERVATIONS AND EASEMENTS AS CONTAINED IN THE INSTRUMENT RECORDED IN OFFICIAL RECORDS BOOK 3759, PAGE 2756; OFFICIAL RECORDS BOOK 3820, PAGE 4314; OFFICIAL RECORDS BOOK 5114, PAGE 1077; OFFICIAL RECORDS BOOK 6115, PAGE 4273; AND OFFICIAL RECORDS BOOK 6189, PAGE 2476, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (NO SURVEY MATTERS)
- 10 DEVELOPER'S AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3354, PAGE 1337, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (BLANKET EASEMENT)
- 11 NOTICE OF ADOPTION OF DEVELOPMENT ORDER RECORDED IN OFFICIAL RECORDS BOOK 3354, PAGE 2364; OFFICIAL RECORDS BOOK 3797, PAGE 1199, AND OFFICIAL RECORDS BOOK 4168, PAGE 2722, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (BLANKET EASEMENT)
- 12 MAINTENANCE AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 3791, PAGE 315, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (NO SURVEY MATTERS)
- 13 EASEMENT(S) GRANTED TO ORLANDO UTILITIES COMMISSION, RECORDED IN OFFICIAL RECORDS BOOK 5148, PAGE 2294, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (BLANKET EASEMENT)
- 14 DRIVEWAY ENCROACHMENT AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 5154, PAGE 2750, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (DOES NOT AFFECT SUBJECT PROPERTY AS SHOWN HEREON))



SHEET NAME:

SCHEDULE B  
NOTES



SHEET 4 OF 86

JOB NUMBER:  
SS37400\_18



THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA

NOTES CORRESPONDING TO SCHEDULE B (CONTINUED)

CHICAGO TITLE INSURANCE COMPANY  
TITLE COMMITMENT NO. 100517465  
DOCUMENT DATE DECEMBER 18, 2005

- 15 EASEMENT(S) GRANTED TO BELL SOUTH TELECOMMUNICATIONS, INC., RECORDED IN OFFICIAL RECORDS BOOK 5229, PAGE 4175, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (BLANKET EASEMENT)
- 16 ORDINANCE VACATING UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 5314, PAGE 3845, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA. (NO LONGER AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)
- 18 ANY RIGHTS, INTERESTS OR CLAIMS ARISING FROM THE FOLLOWING MATTERS SHOWN ON THE SURVEY PREPARED BY C.C.L. CONSULTANTS, INC., DATED JANUARY 23, 1998 AND AS LAST REVISED OCTOBER 2, 2003, JOB No. 7471-00:  
A) RETAINING WALL LIES OUTSIDE OF PROPERTY LINE ALONG EAST BOUNDARY LINE.  
B) IRON FENCE LIES INSIDE/OUTSIDE OF PROPERTY LINE ALONG EAST BOUNDARY LINE.  
C) BUILDING 31 LIES WITHIN 20 FOOT BUILDING SETBACK ALONG EAST BOUNDARY LINE.  
D) CONCRETE CURBING ALONG BUILDINGS 20, 22 28 AND LIE WITHIN DRAINAGE EASEMENT ALONG SOUTH BOUNDARY LINE.  
E) CONCRETE BLOCK WALL LIES OUTSIDE OF PROPERTY LINE ALONG WEST BOUNDARY LINE.  
(AFFECTS SUBJECT PROPERTY AS SHOWN HEREON)

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1-800-TO-SURVEY

SHEET NAME:









SCHEDULE B  
NOTES

20' 0' 20'  
SCALE: 1" = 20'

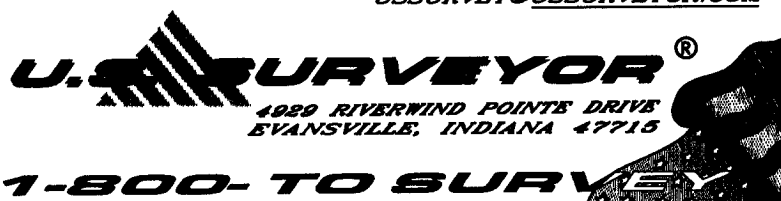
SHEET 5 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA  
**STANDARD LEGEND**

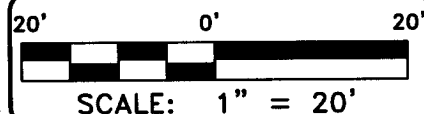
● MONUMENT FOUND	 POWERPOLE	— SS — SAN. SEWER LINE
○ MONUMENT SET	(— GUY WIRE	⊙ SEWER MANHOLE
■ P.K. NAIL FOUND	 LIGHT POLE	c/o ○ CLEAN OUT
□ P.K. NAIL SET	 STREET LIGHT POLE	— SD — STORM DRAIN LINE
× FND X MARK	 ELEC. TRANSFORMER	⊙ STORM DRAIN MANHOLE
× SET X MARK	 AIR CONDITIONER	⊙ STORM INLET
▲ R.R. SPIKE FOUND	— BE — BURIED ELECTRIC	■ CURB INLET
△ R.R. SPIKE SET	O/H E OVERHEAD ELECTRIC	Ⓐ PAY PHONE
⊙ BENCHMARK	⊙ ELEC. MANHOLE	Ⓣ TELEPHONE BOX
 CONC. R/W MARKER	Ⓜ ELEC. METER	Ⓣ TELEPHONE MANHOLE
(R) RECORD DATA	— W — WATER LINE	 TELEPHONE POLE
(M) MEASURED DATA	Ⓜ WATER MANHOLE	— T — TELEPHONE LINE
(C) CALCULATED DATA	 WATER VALVE	O/H T OVERHEAD TELEPHONE
R/W RIGHT OF WAY	 FIRE PROTECTION VALVE	C — CABLE TELEVISION
BSL BACK SET LINE	 WATER METER	— O/H C OVERHEAD CABLE
RCP REINFORCED CONC PIPE	 HYDRANT	ⓐ CABLE BOX
CMP CORRUGATED METAL PIPE	 BACK FLOW PREVENTOR	Ⓣ TS TRAFFIC POLES
PVC PLASTIC PIPE	 GAS VALVE	Ⓣ TRAFFIC SIGNAL
MTL METAL	ⓐ GAS METER	ⓐ TRAFFIC MANHOLE
L/S LANDSCAPING	ⓐ GAS MANHOLE	Ⓣ-S TRAFFIC SIGNAL BOX
 TREE	— G — GAS LINE	ⓐ STOP SIGN
◆ CHAIN LINK FENCE	● BOLLARD	ⓐ SIGN
—*** WIRE WOVEN FENCE	ⓐ BORE HOLE	
—ooo METAL FENCE	MW ○ MONITORING WELL	
—888 BARBED WIRE FENCE	ⓐ MAIL BOX	
— EASEMENT LINE	ⓐ UNKNOWN MANHOLE	
— ADJOINING PROPERTY LINE		
— RIGHT-OF-WAY LINE		

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SHEET NAME:

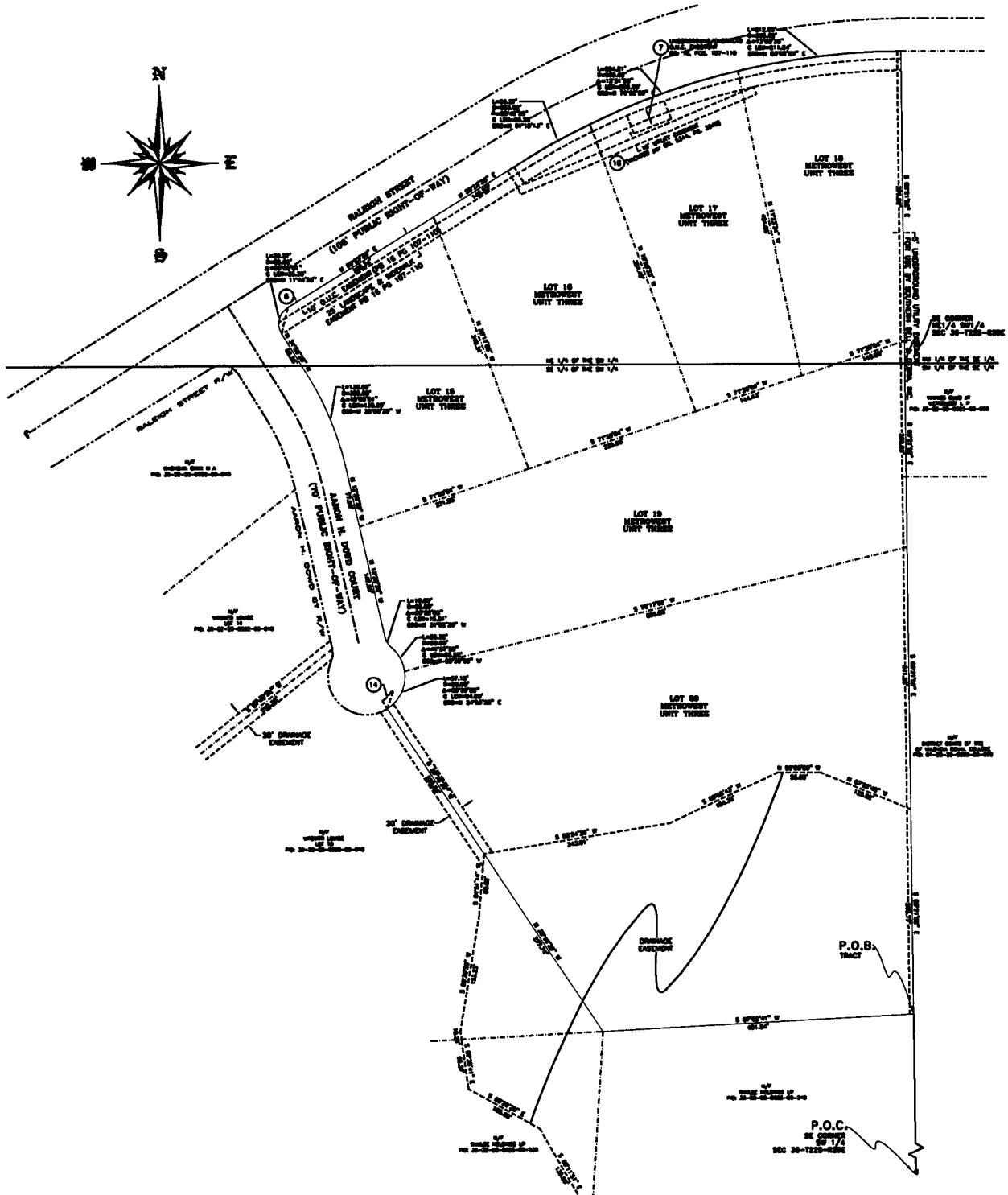
LEGEND



SHEET 6 OF 86

JOB NUMBER:  
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THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



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SHEET NAME:

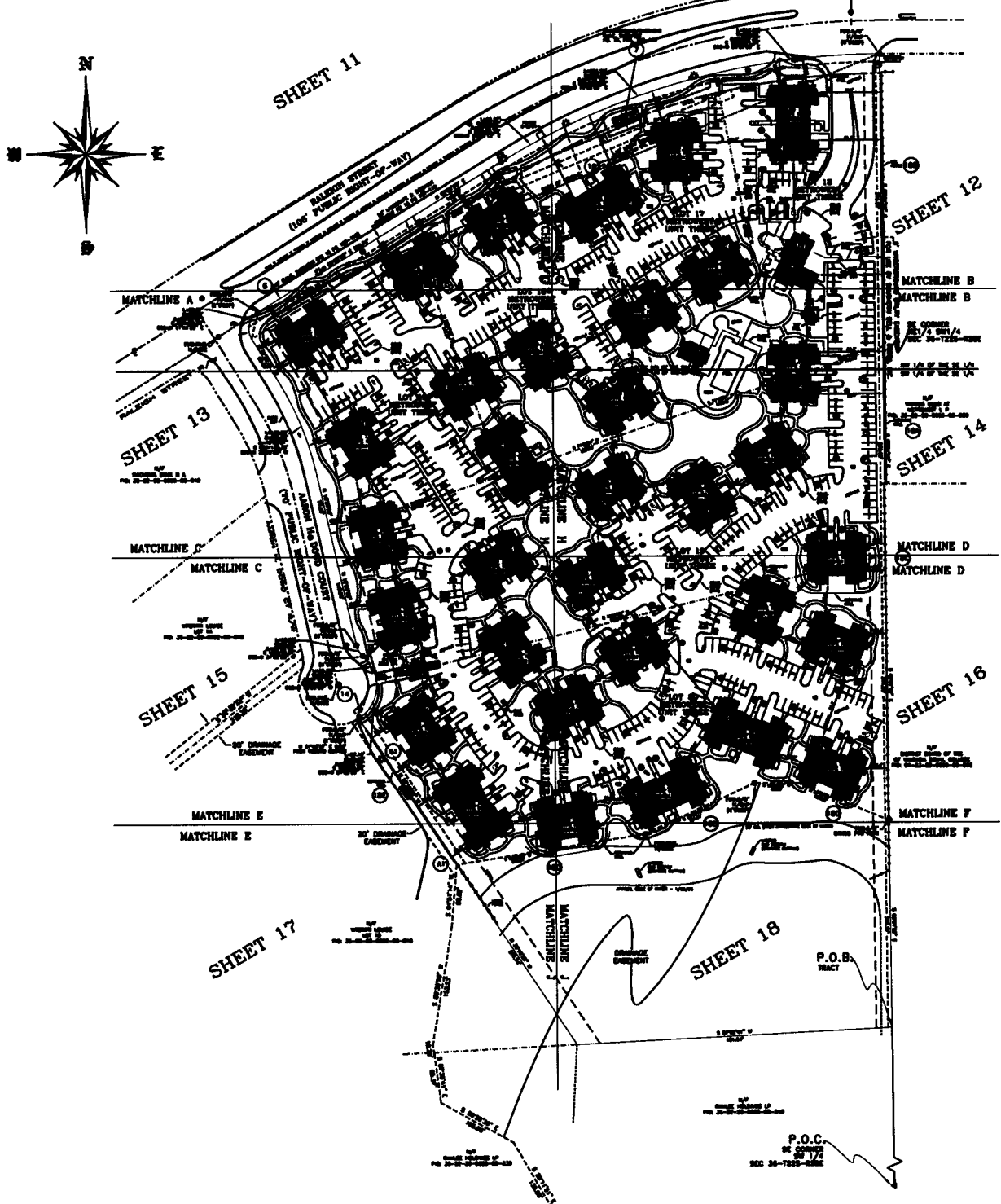
BOUNDARY  
SURVEY

200' 0' 200'  
SCALE: 1" = 200'

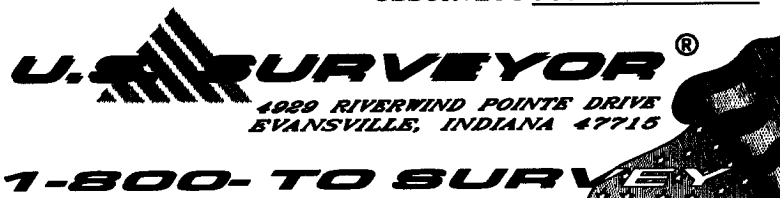
SHEET 7 OF 85

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



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SHEET NAME:

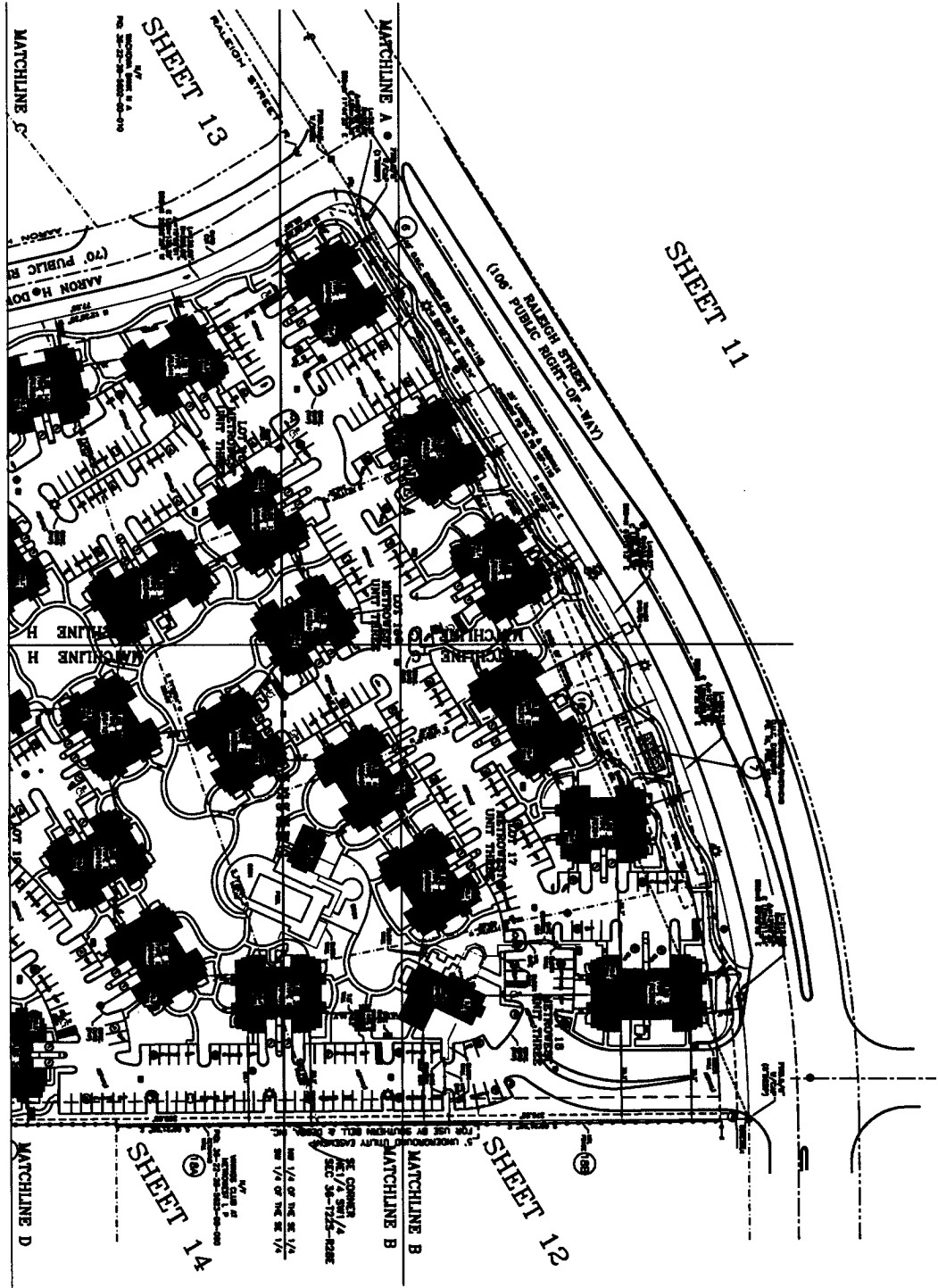
BOUNDARY  
SURVEY WITH  
IMPROVEMENTS  
(KEY MAP)

NOT TO SCALE

SHEET 8 OF 85

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



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SHEET NAME:

IMPROVEMENT  
KEY MAP

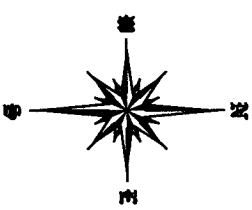
(NORTH HALF OF  
SUBJECT PROPERTY)

150' 0' 150'

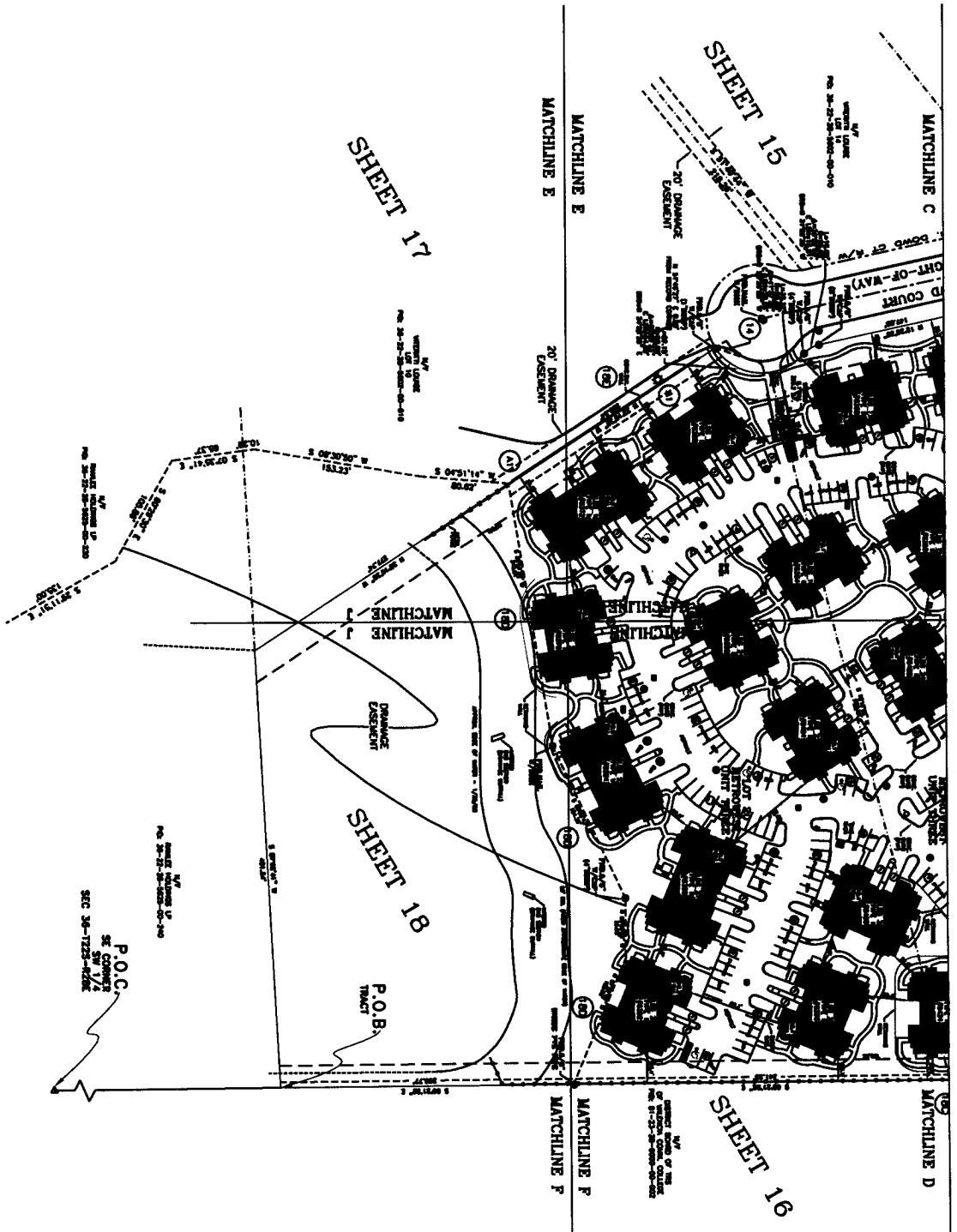
SCALE: 1" = 150'

SHEET 9 OF 85

JOB NUMBER:  
SS37400\_18



THE AZUR AT METROWEST, A CONDOMINIUM  
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SHEET NAME:

IMPROVEMENT  
KEY MAP  
(SOUTH HALF OF  
SUBJECT PROPERTY)

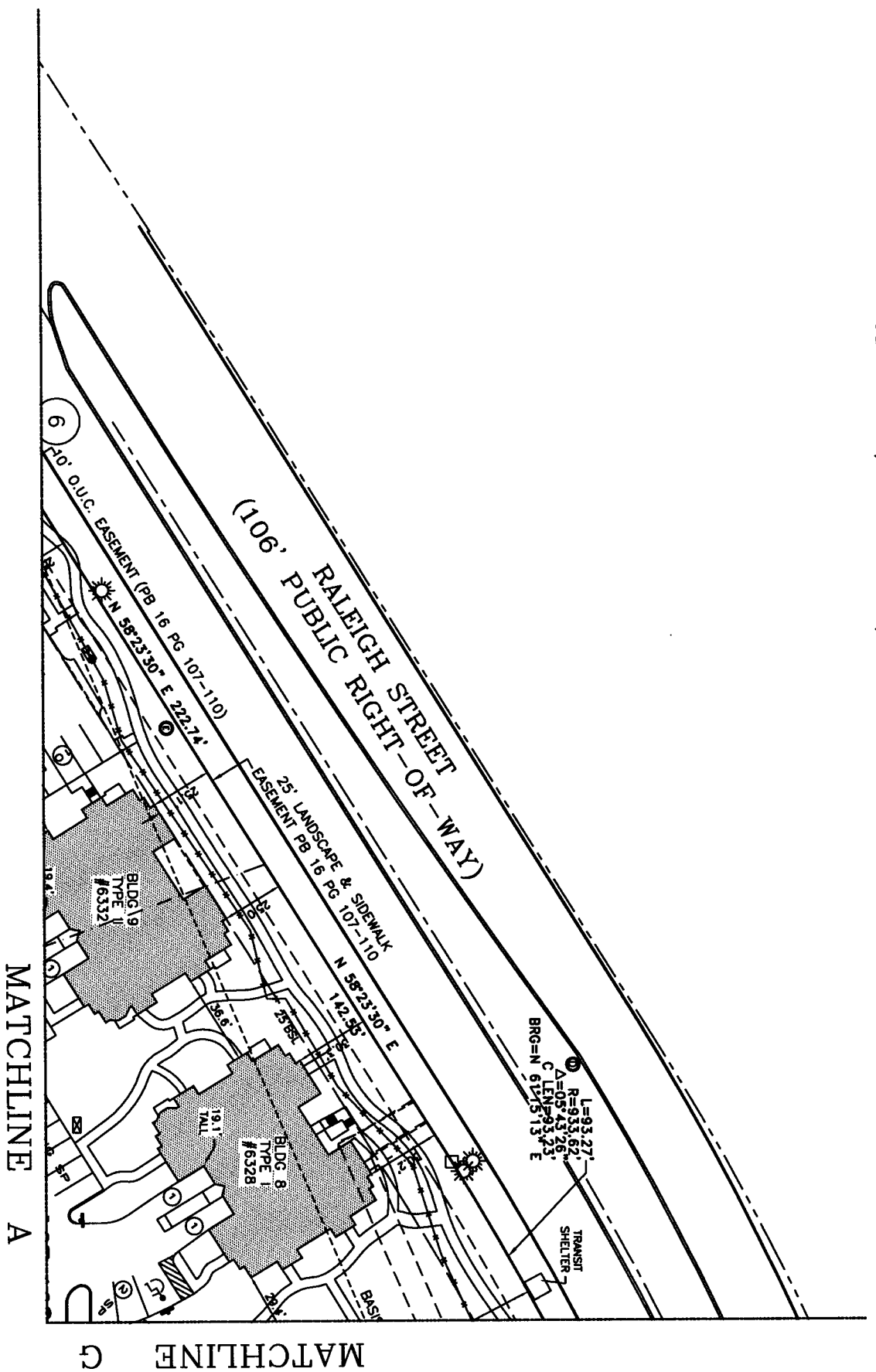
150' 0' 150'

SCALE: 1" = 150'

SHEET 10 OF 85

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
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EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BOUNDARY  
SURVEY WITH  
IMPROVEMENTS

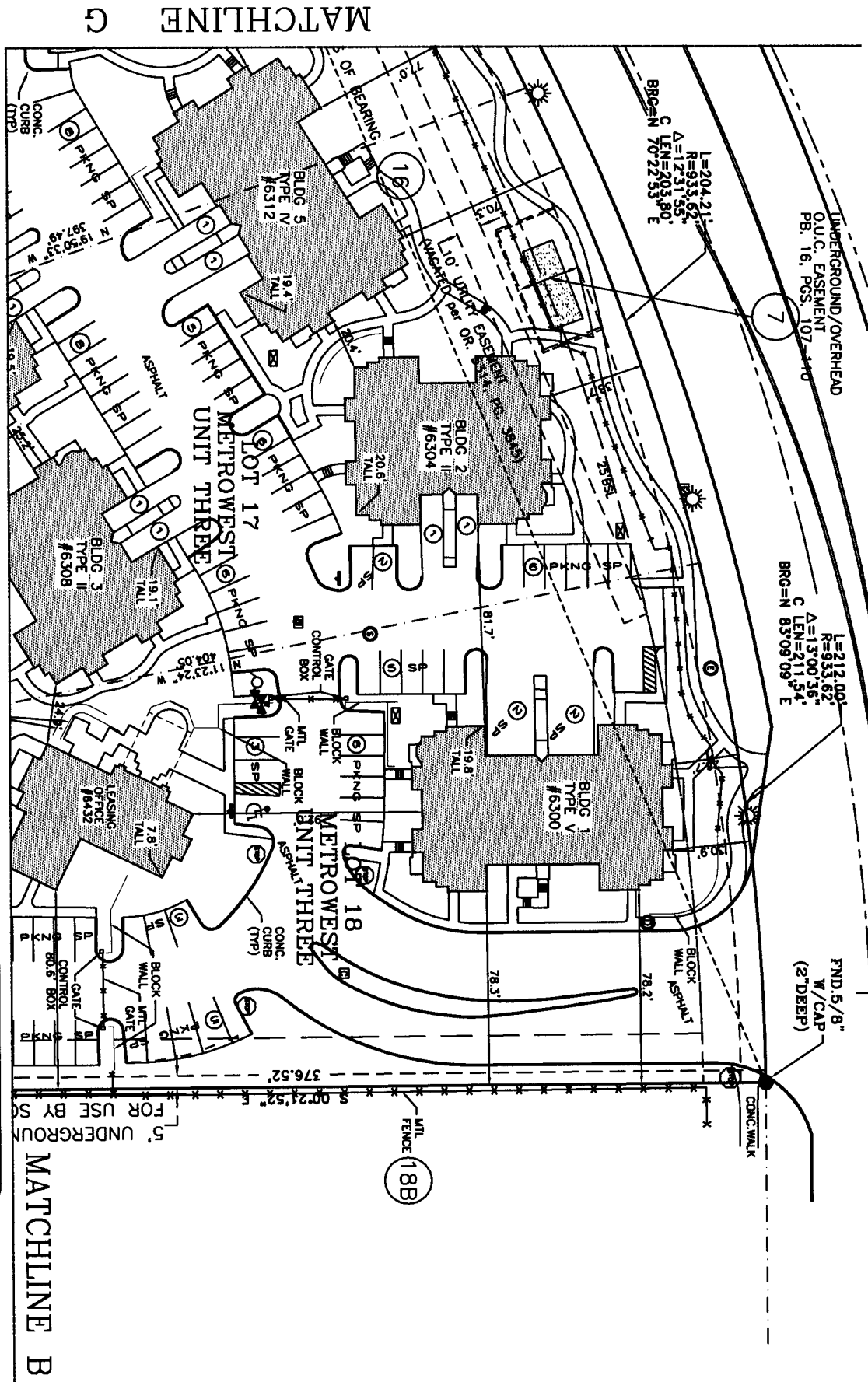
60' 0' 60'

SCALE: 1" = 60'

SHEET 11 OF 85

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



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SHEET NAME:

BOUNDARY  
SURVEY WITH  
IMPROVEMENTS



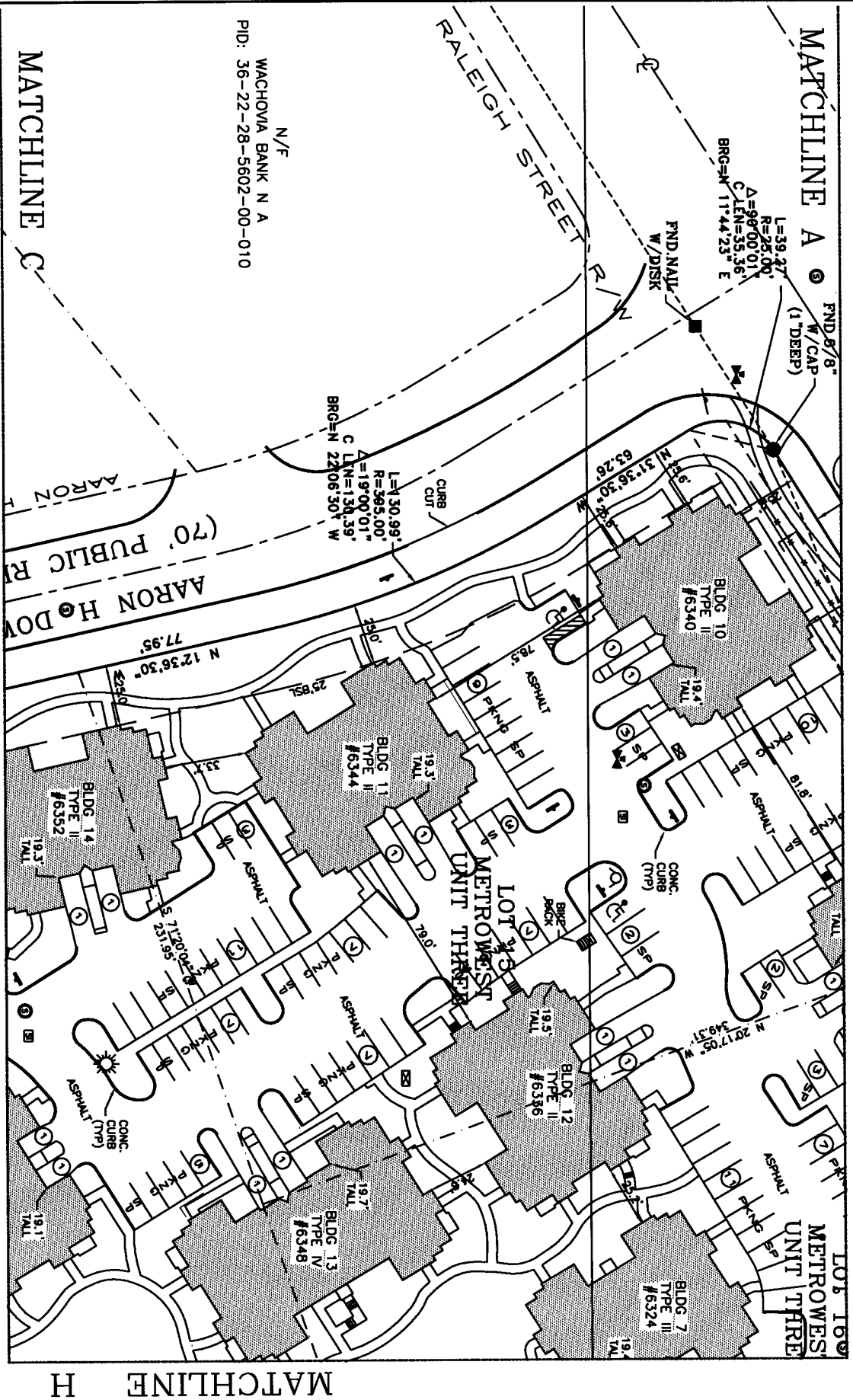
SHEET 12 OF 85

JOB NUMBER:  
SS37400\_18

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THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA

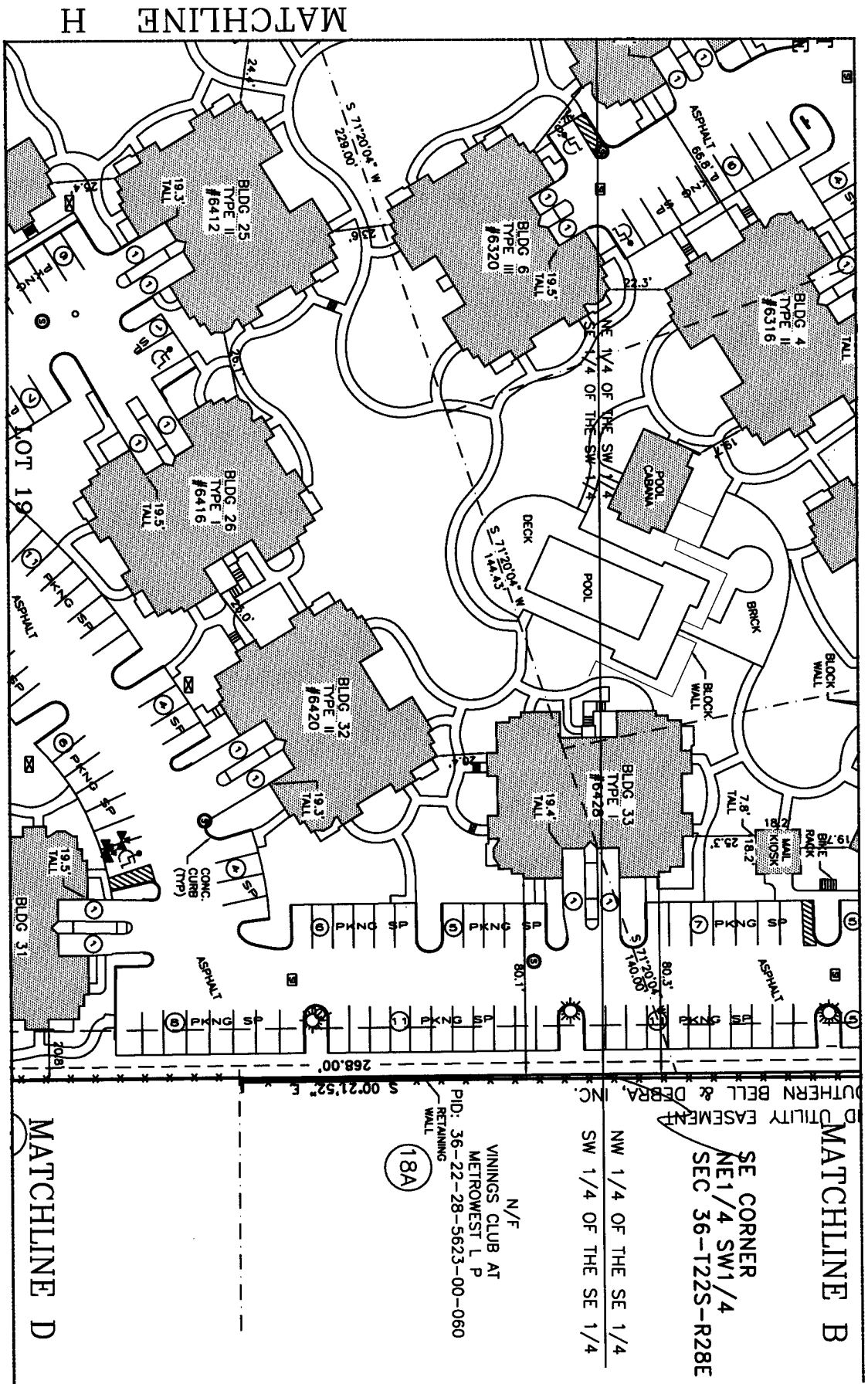


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SHEET NAME:  
BOUNDARY  
SURVEY WITH  
IMPROVEMENTS

60' 0' 60'  
SCALE: 1" = 60'  
SHEET 13 OF 85  
JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



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SHEET NAME:

BOUNDARY  
SURVEY WITH  
IMPROVEMENTS

60' 0' 60'

SCALE: 1" = 60'

SHEET 14 OF 85

JOB NUMBER:  
SS37400\_18

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1-800-TO-SURVEY

# MATCHLINE C



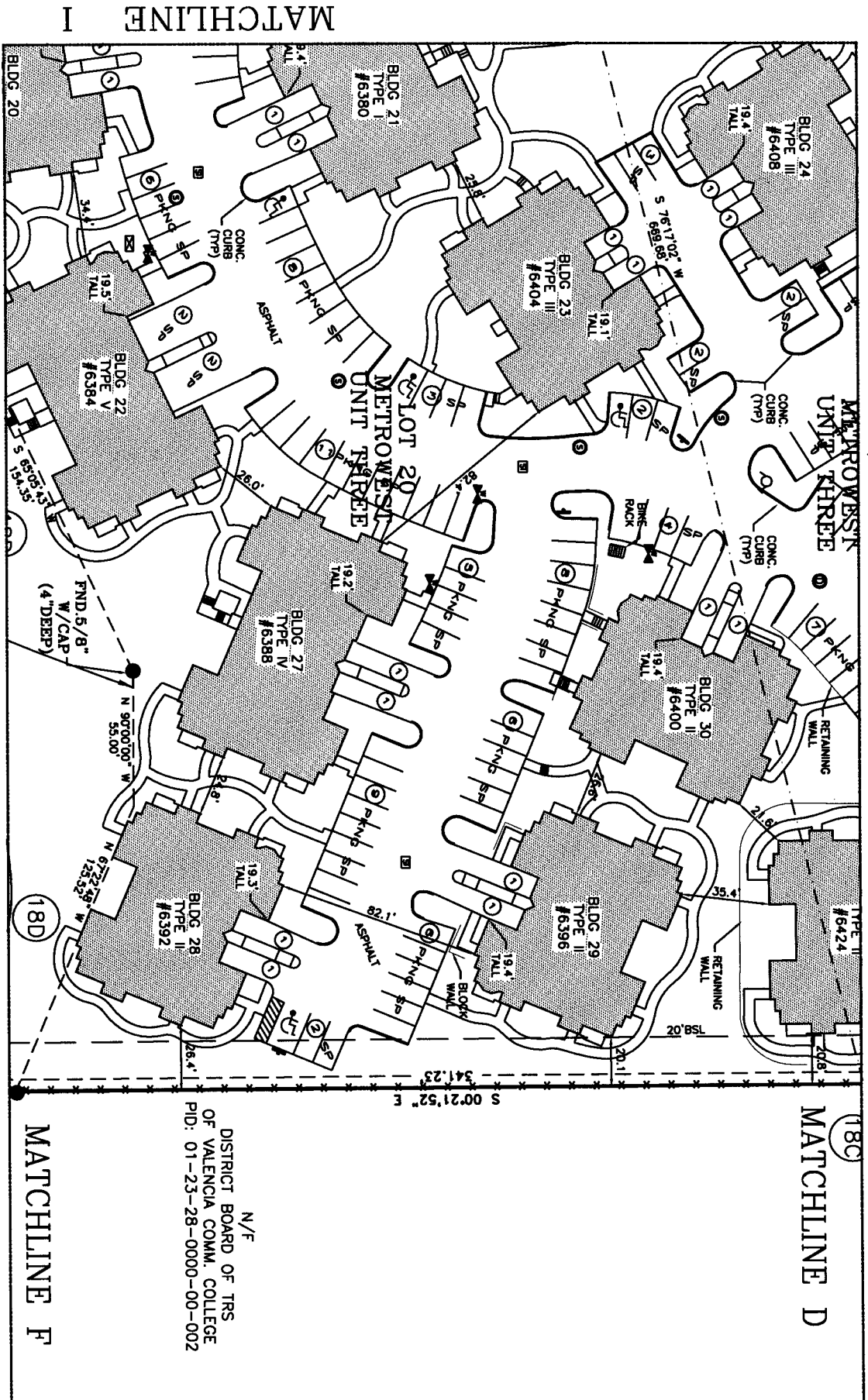
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## BOUNDARY SURVEY WITH IMPROVEMENTS



**JOB NUMBER:**  
**SS37400\_18**

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SHEET NAME:

BOUNDARY  
SURVEY WITH  
IMPROVEMENTS



SHEET 16 OF 85

JOB NUMBER:  
SS37400\_18



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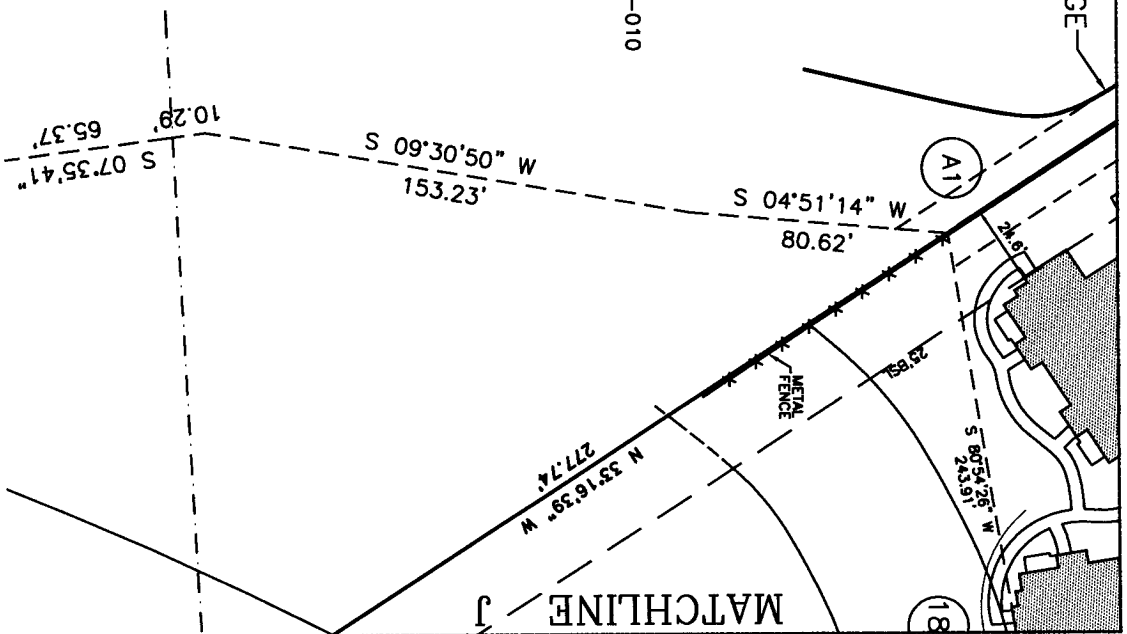
1-800-TO-SURVEY

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA

MATCHLINE E

20' DRAINAGE  
EASEMENT

N/F  
VITERITI LOUISE  
LOT 10  
PID: 36-22-28-5602-00-010



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1-800-TO-SURVEY

SHEET NAME:

BOUNDARY  
SURVEY WITH  
IMPROVEMENTS

60' 0' 60'

SCALE: 1" = 60'

SHEET 17 OF 85

JOB NUMBER:  
SS37400\_18

## MATCHLINE



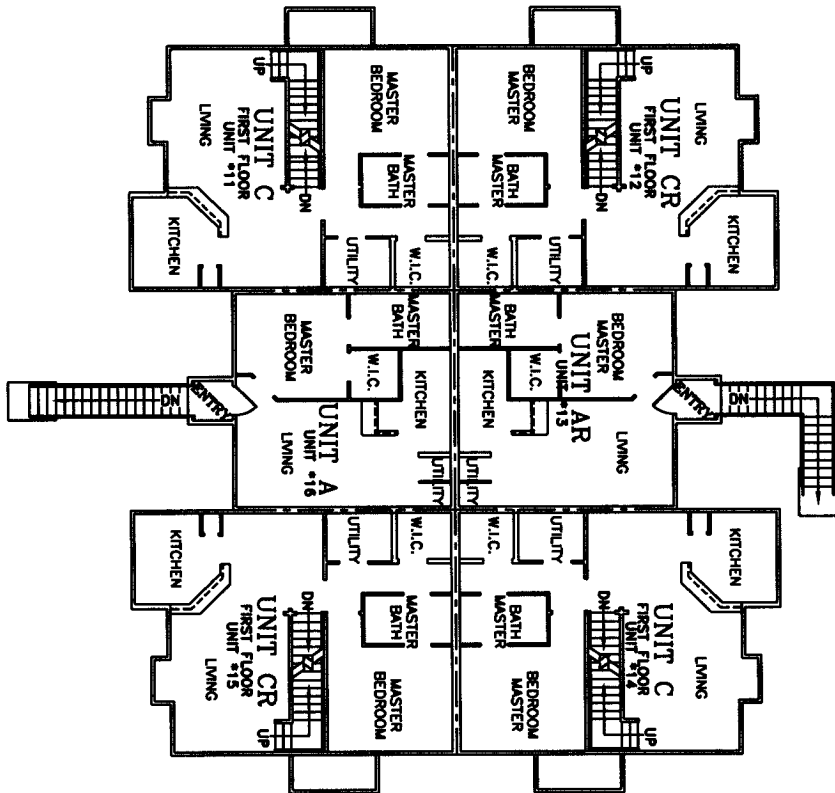
60' 0' 60'

SCALE: 1" = 60'

**JOB NUMBER:**  
SS37400\_18



THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS  
(11 UNIT BUILDING)  
BUILDING #'s 8, 21 26, & 33

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1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE I  
SECOND FLOOR  
FLOOR PLAN

20' 0' 20'

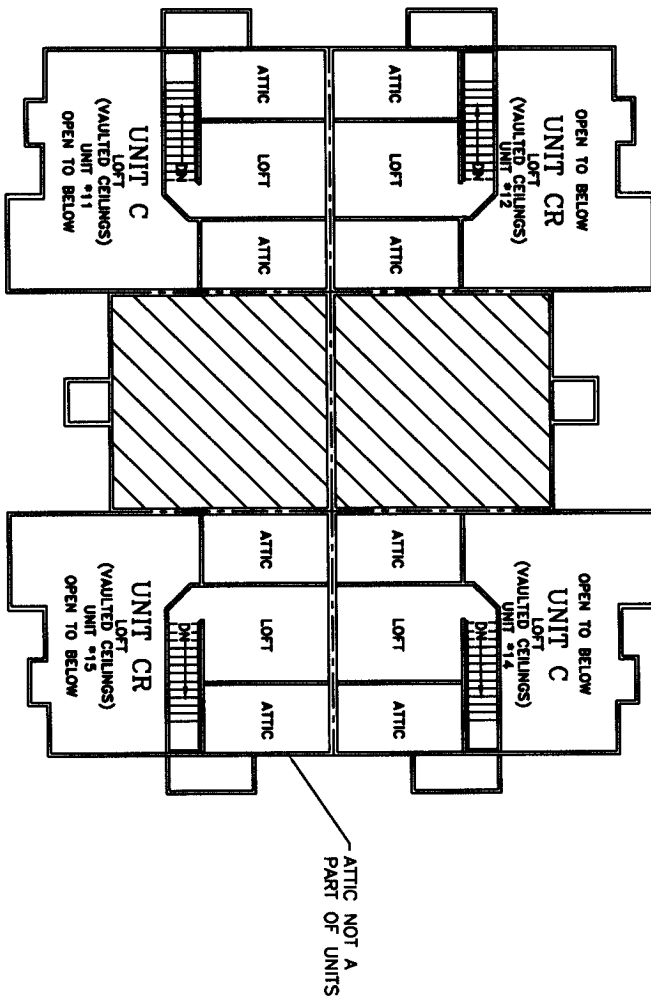
SCALE: 1" = 20'

SHEET 20 OF 86

JOB NUMBER:  
SS37400\_18



THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS  
(11 UNIT BUILDING)  
BUILDING #'s 8, 21 26, & 33

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**U.S. SURVEYOR**  
1889 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE I  
THIRD FLOOR  
FLOOR PLAN

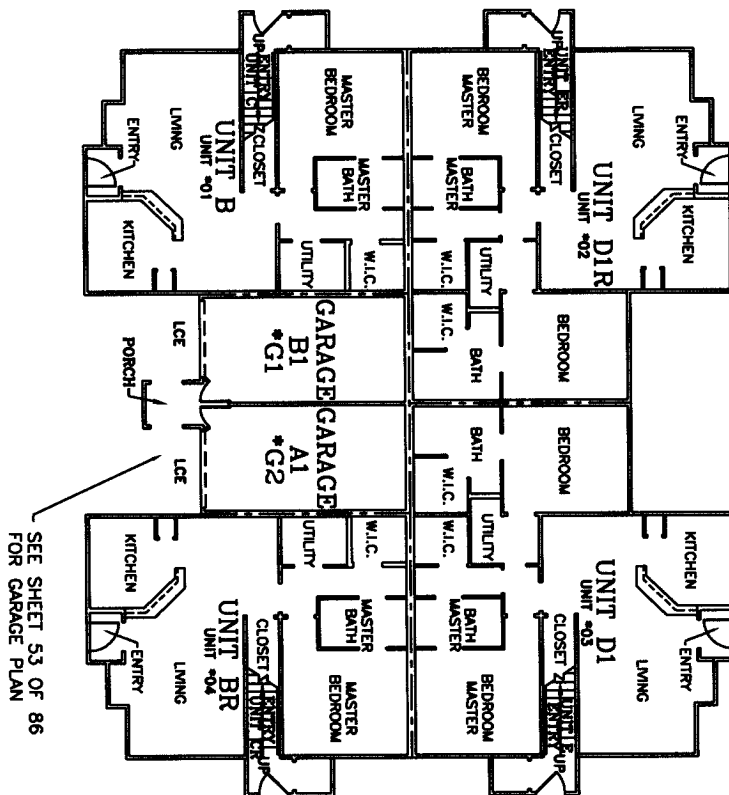
20' 0' 20'

SCALE: 1" = 20'

SHEET 21 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS  
(9 UNIT BUILDING)  
BUILDING #'s 2, 3, 4, 9, 10, 11, 12, 14,  
16, 18, 20, 25, 28, 29, 30, 31, & 32

USSURVEY@USSURVEYOR.COM

**U.S. SURVEYOR**  
1889 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE II  
FIRST FLOOR  
FLOOR PLAN

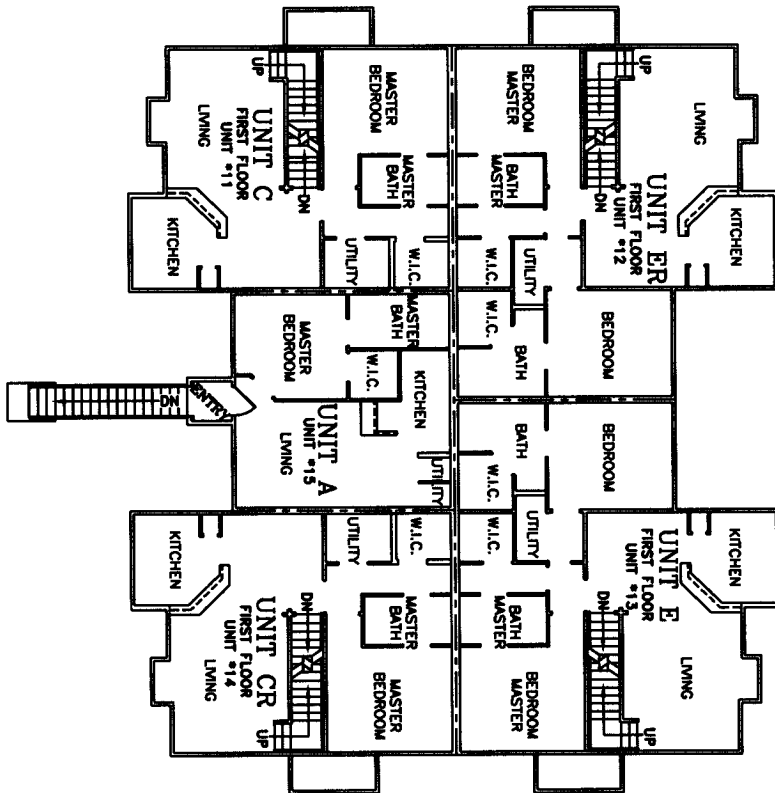
20' 0' 20'

SCALE: 1" = 20'

SHEET 22 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS

(9 UNIT BUILDING)

BUILDING #'s 2, 3, 4, 9, 10, 11, 12, 14,  
16, 18, 20, 25, 28, 29, 30, 31, & 32

USSURVEYOR@USSURVEYOR.COM

**U.S. SURVEYOR**  
1080 RIVERWIND POINTS DRIVE  
EVANSTON, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE II  
SECOND FLOOR  
FLOOR PLAN

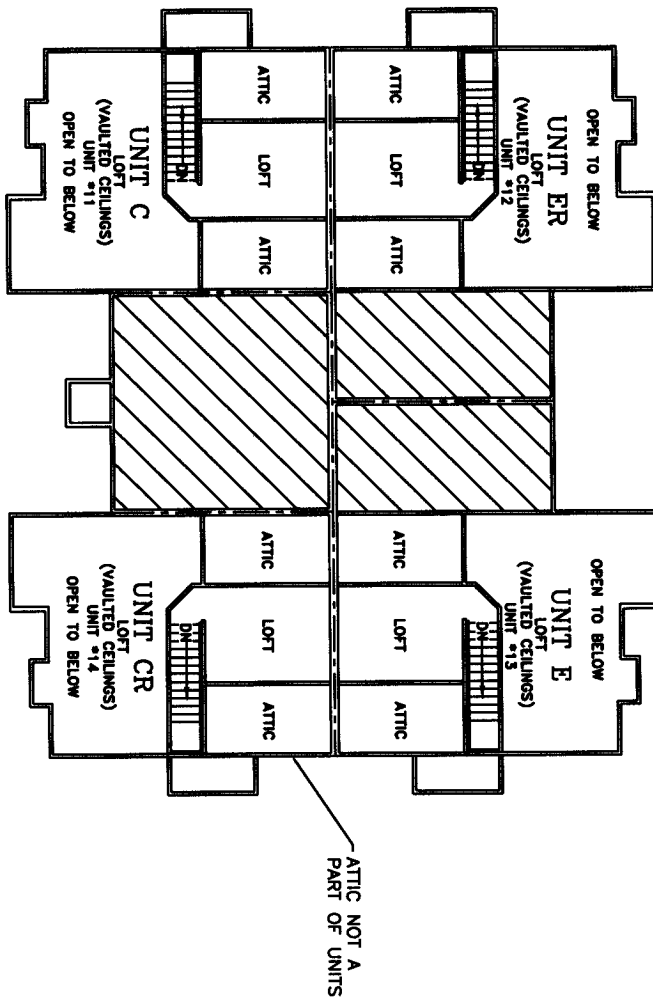
20' 0' 20'

SCALE: 1" = 20'

SHEET 23 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS

(9 UNIT BUILDING)

BUILDING #'s 2, 3, 4, 9, 10, 11, 12, 14,  
16, 18, 20, 25, 28, 29, 30, 31, & 32

USSURVEY@USSURVEYOR.COM

**U.S. SURVEYOR**  
1880 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE II  
THIRD FLOOR  
FLOOR PLAN

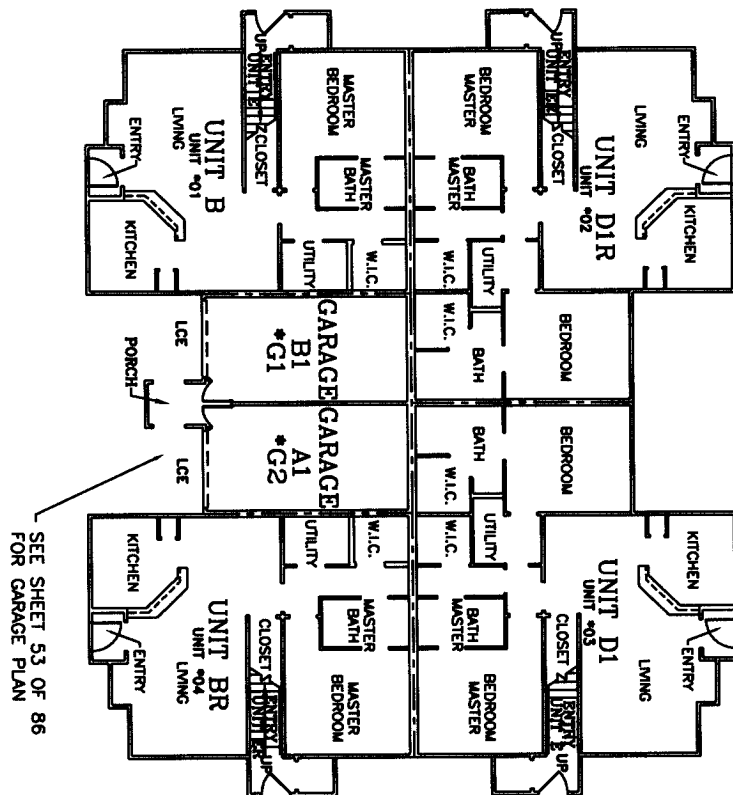
20' 0' 20'

SCALE: 1" = 20'

SHEET 24 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS  
(8 UNIT BUILDING)  
BUILDING #'s 6, 7, 15, 17, 23, & 24

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**U.S. SURVEYOR**  
1000 RIVERBEND POINTS DRIVE  
EVANSTON, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE III  
FIRST FLOOR  
FLOOR PLAN

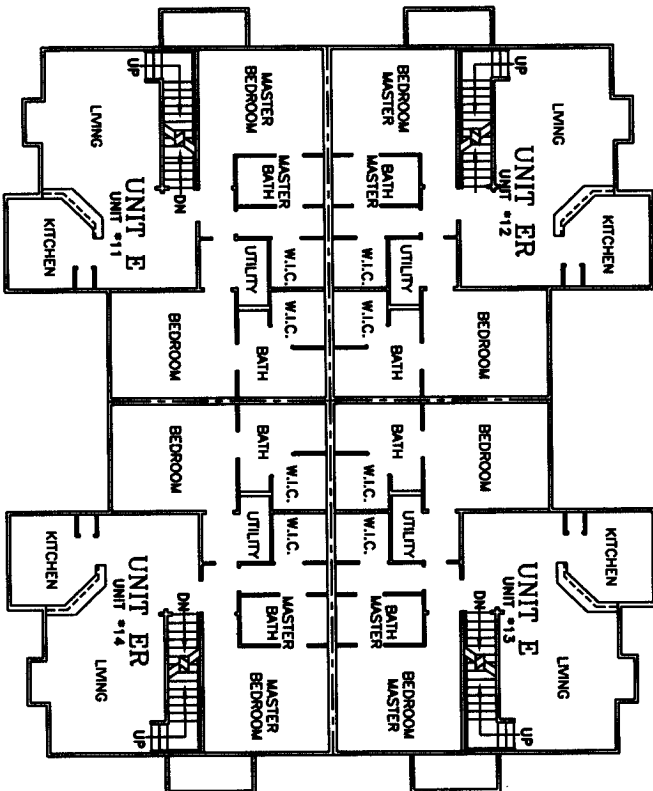
20' 0' 20'

SCALE: 1" = 20'

SHEET 25 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS  
(8 UNIT BUILDING)  
BUILDING #'s 6, 7, 15, 17, 23, & 24

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**U.S. SURVEYOR**  
1000 RIVERWIND POINTS DRIVE  
EVANSTON, INDIANA 47710

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE III  
SECOND FLOOR  
FLOOR PLAN

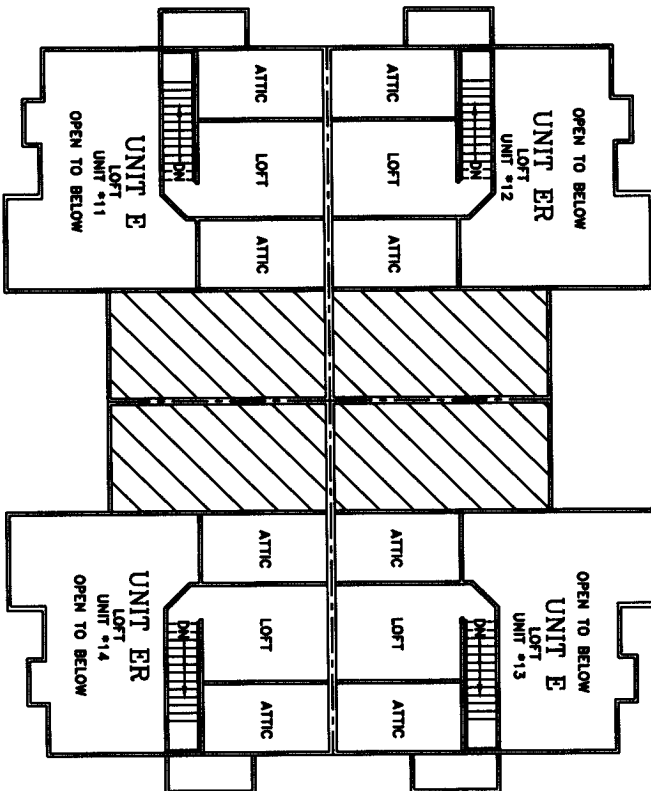
20' 0' 20'

SCALE: 1" = 20'

SHEET 26 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS  
(8 UNIT BUILDING)  
BUILDING #'s 6, 7, 15, 17, 23, & 24

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**U.S. SURVEYOR**  
4820 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE III  
THIRD FLOOR  
FLOOR PLAN

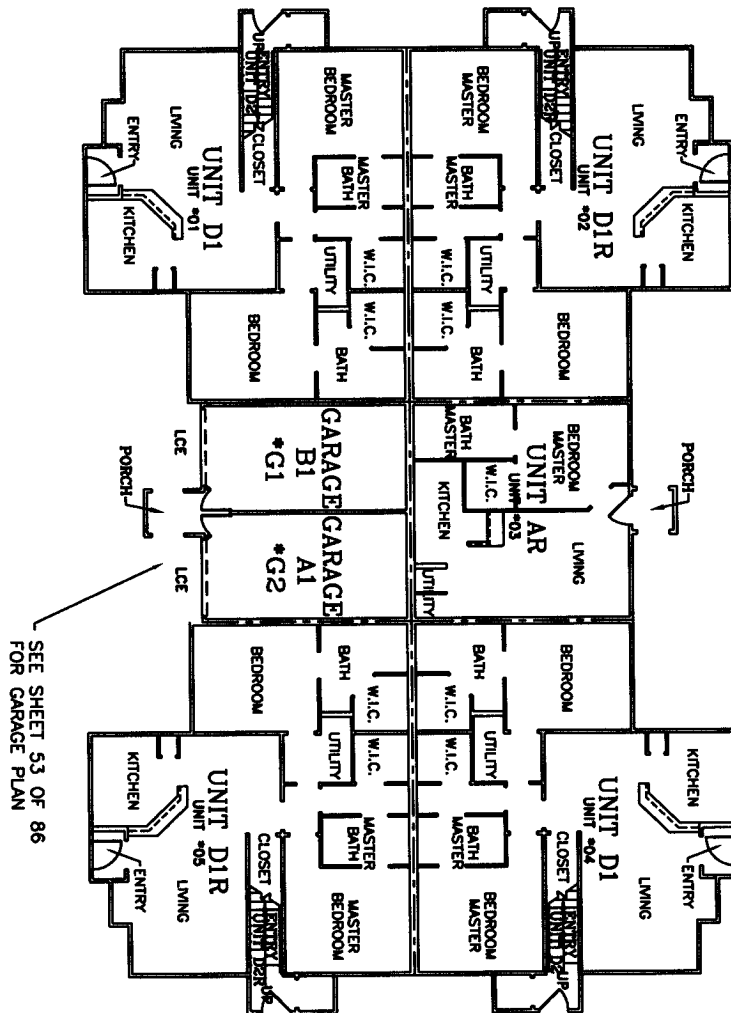
20' 0' 20'

SCALE: 1" = 20'

SHEET 27 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS  
(11 UNIT BUILDING)  
BUILDING #'s 5, 13, 19, & 27

USSURVEYOR.COM

**U.S. SURVEYOR**  
1020 RIVERWIND POINTS DRIVE  
EVANSTON, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE IV  
FIRST FLOOR  
FLOOR PLAN

20' 0' 20'

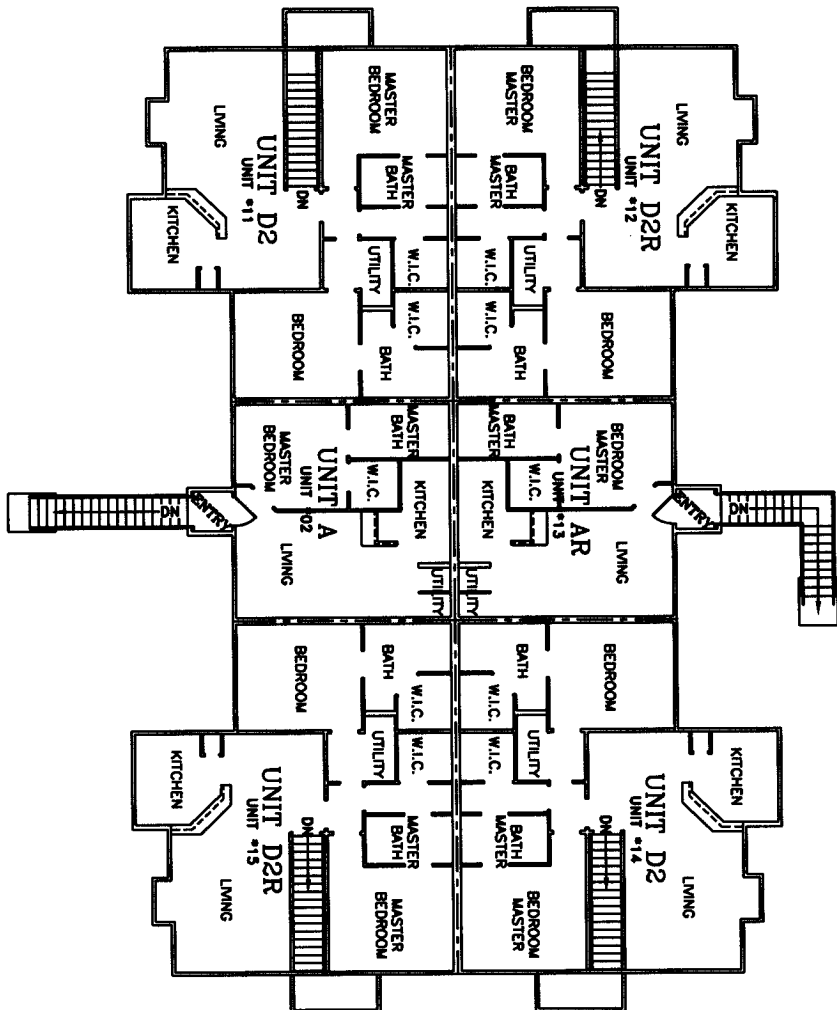
SCALE: 1" = 20'

SHEET 28 OF 86

JOB NUMBER:  
SS37400\_18



THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS  
(11 UNIT BUILDING)  
BUILDING #'s 5, 13, 19, & 27

USSURVEY@USSURVEYTOR.COM

**U.S. SURVEYOR**  
1422 RIVERWIND POINTS DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE IV  
SECOND FLOOR  
FLOOR PLAN

20' 0' 20'

SCALE: 1" = 20'

SHEET 29 OF 86

JOB NUMBER:  
SS37400\_18

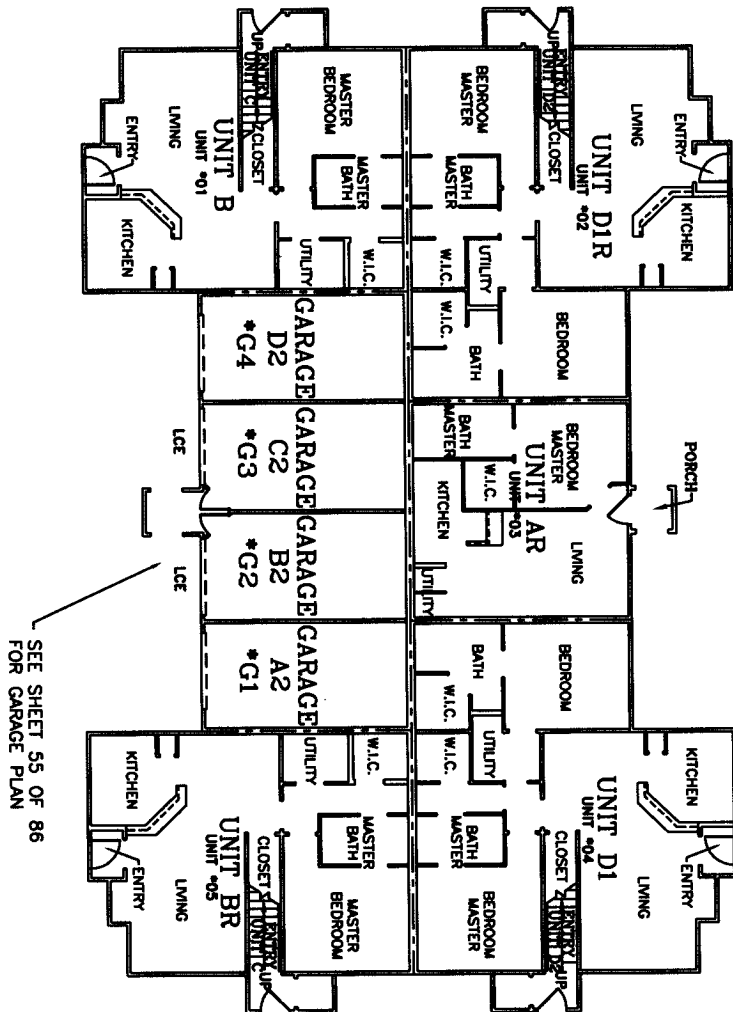
### TYPICAL LEGEND

FOR SHEETS 1 THROUGH 30

\* = BUILDING NUMBER

i.e. \*01 IN BUILDING 8 IS UNIT 801

\*G1 IN BUILDING 1 IS GARAGE 1G1  
i.e.



**BUILDING NUMBERS  
(11 UNIT BUILDING)  
BUILDING #'s 1, & 22**

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**SHEET NAME:**

**BUILDING TYPE V  
FIRST FLOOR  
FLOOR PLAN**

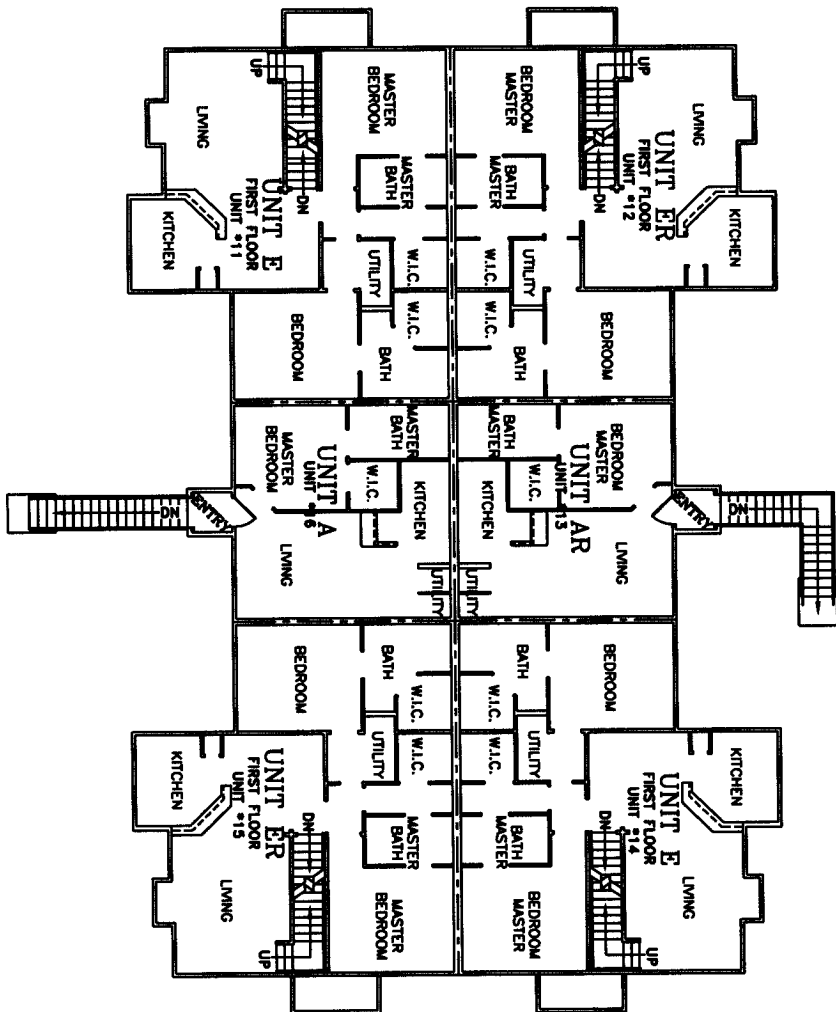
20' 0' 20'

**SCALE: 1" = 20'**

**SHEET 30 OF 86**

**JOB NUMBER:**  
**SS37400\_18**

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS  
(11 UNIT BUILDING)  
BUILDING #'s 1, & 22

USSURVEY@USSURVEYOR.COM

**U.S. SURVEYOR**  
1888 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47718

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE V  
SECOND FLOOR  
FLOOR PLAN

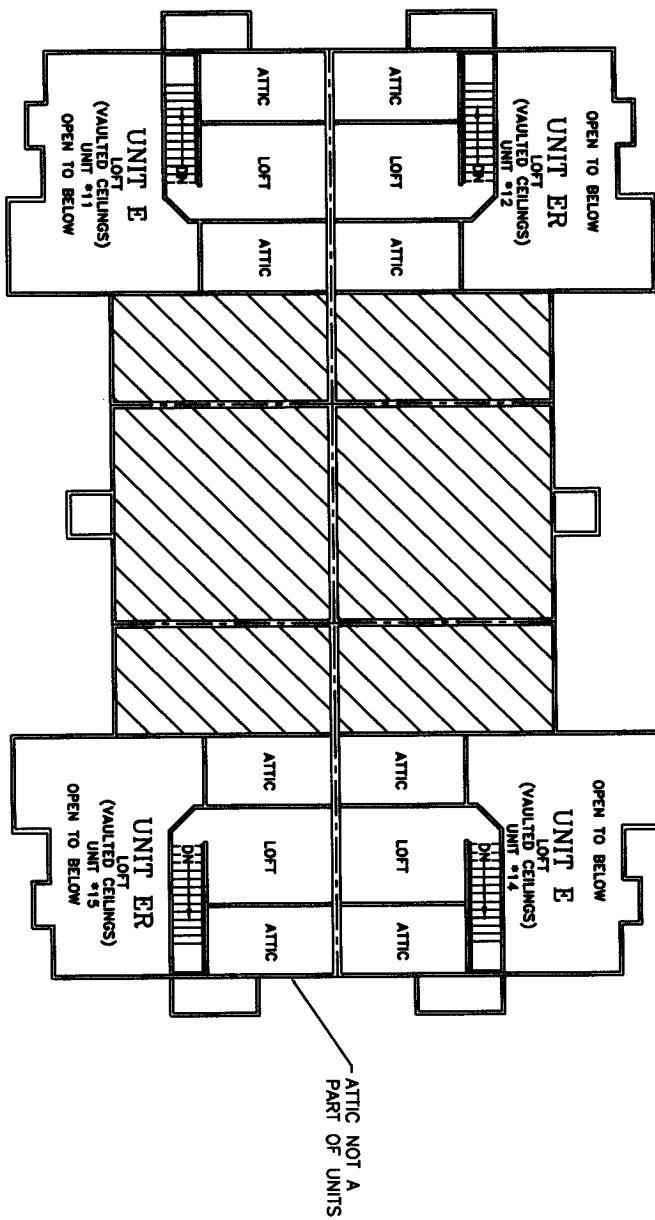
20' 0' 20'

SCALE: 1" = 20'

SHEET 31 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS  
(11 UNIT BUILDING)  
BUILDING #'s 1, & 22

USSURVEYOR@USSURVEYOR.COM

**U.S. SURVEYOR**  
1000 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47710

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE V  
THIRD FLOOR  
FLOOR PLAN

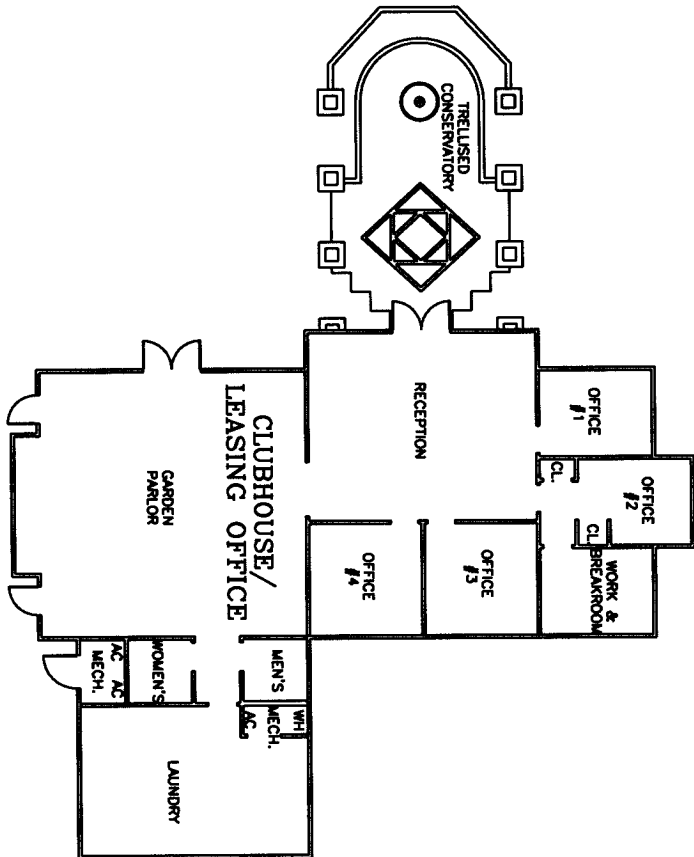
20' 0' 20'

SCALE: 1" = 20'

SHEET 32 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING  
CLUBHOUSE/ LEASING OFFICE

USSURVEY@USSURVEYOR.COM

**U.S. SURVEYOR**  
1000 RIVERWIND POINTE DRIVE  
EVANSTON, INDIANA 47710

1-800-TO-SURVEY

SHEET NAME:

CLUBHOUSE  
FLOOR PLAN

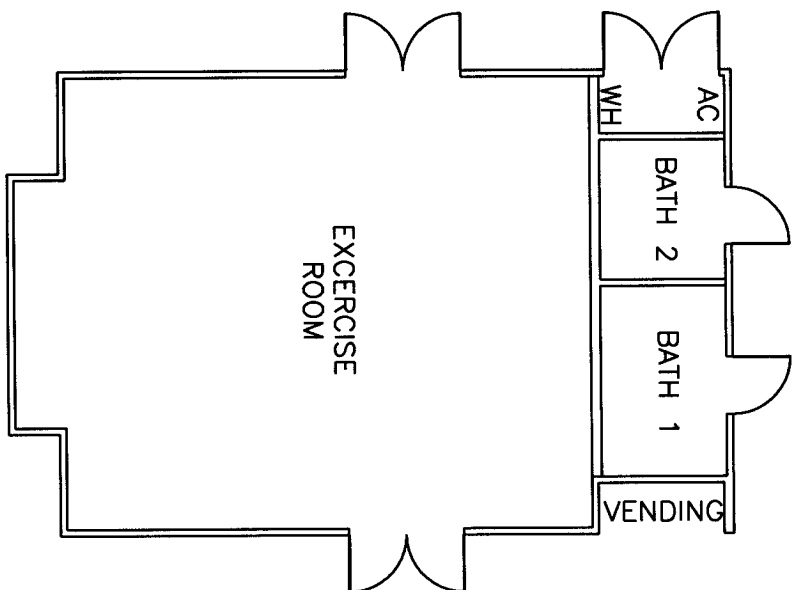
20' 0' 20'

SCALE: 1" = 20'

SHEET 33 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING  
POOL CABANA/ EXERCISE PAVILION

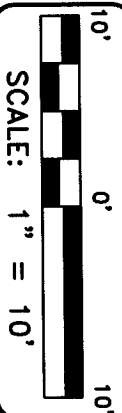
U.S. SURVEYOR  
U.S.SURVEYOR.COM

**U.S. SURVEYOR**  
1080 RIVERWIND POINTS DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

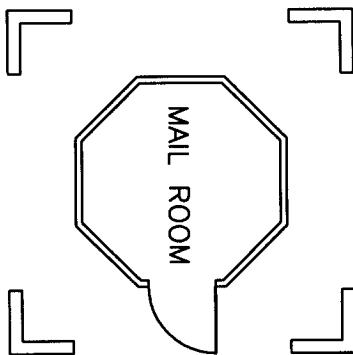
POOL CABANA/  
EXERCISE  
PAVILION  
FLOOR PLAN



SHEET 34 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING  
MAIL KIOSK

USSURVEY@USSURVEYOR.COM



4029 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

MAIL KIOSK  
FLOOR PLAN

10' 0' 10'

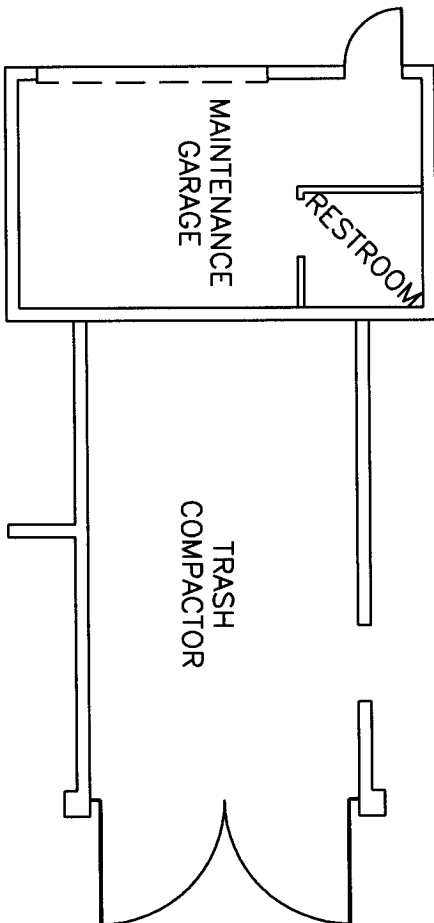


SCALE: 1" = 10'

SHEET 35 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS  
MAINTENANCE & TRASH COMPACTOR

USSURVEY@USSURVEYTOR.COM

**U.S. SURVEYOR**  
1020 RIVERWIND POINTS DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

MAINTENANCE  
BUILDING &  
TRASH COMPACTOR  
FLOOR PLAN

10' 0' 10'



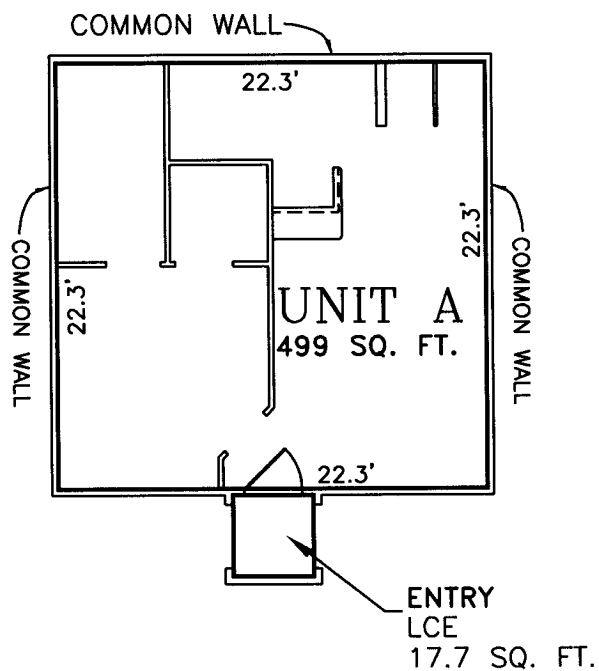
SCALE: 1" = 10'

SHEET 36 OF 86

JOB NUMBER:  
SS37400\_18



THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

116, 215, 315, 415, 516, 816, 915, 1015, 1115, 1215, 1316, 1415,  
1615, 1815, 1916, 2015, 2116, 2216, 2515, 2616, 2716, 2815,  
2915, 3015, 3115, 3215, & 3316

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**U.S. SURVEYOR®**  
4929 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

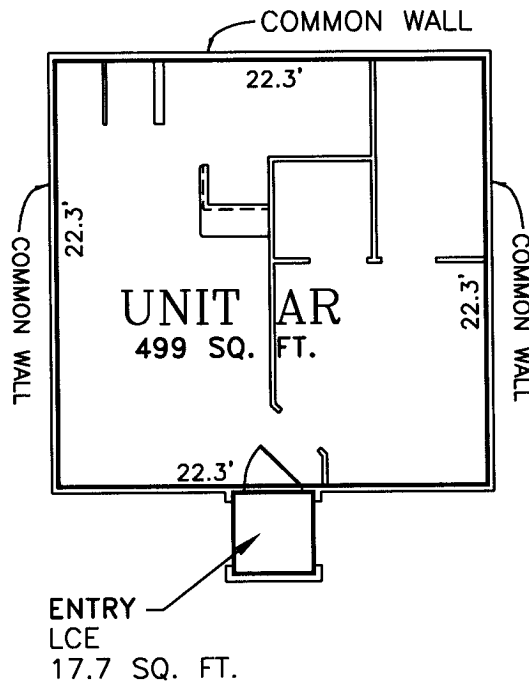
UNIT A  
FLOOR PLAN

10' 0' 10'  
SCALE: 1" = 10'

SHEET 37 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

103, 113, 503, 513, 803, 813, 1303, 1313, 1903, 1913, 2103,  
2113, 2203, 2213, 2603, 2613, 2703, 2713, 3301, & 3303

U.S. SURVEYOR®  
4929 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47715  
1-800-TO-SURVEY

U.S. SURVEYOR® U.S. SURVEYOR.COM

SHEET NAME:

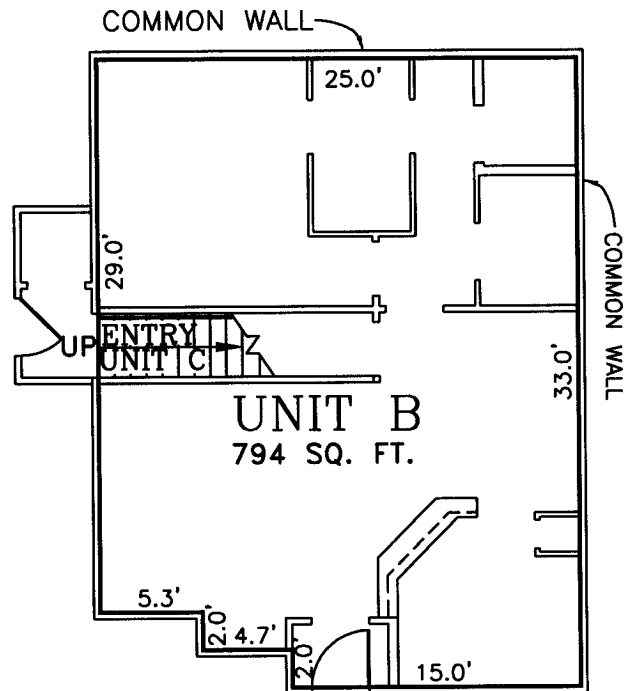
UNIT A (REVERSE)  
UNIT AR  
FIRST FLOOR  
FLOOR PLAN

10' 0' 10'  
SCALE: 1" = 10'

SHEET 38 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

101, 201, 301, 401, 601, 701, 801, 804, 901, 1001, 1101, 1201, 1401,  
1501, 1601, 1701, 1801, 2001, 2101, 2104, 2201, 2301, 2401, 2501,  
2601, 2604, 2801, 2901, 3001, 3101, 3201, 3301, & 3304

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**U.S. SURVEYOR®**  
4929 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

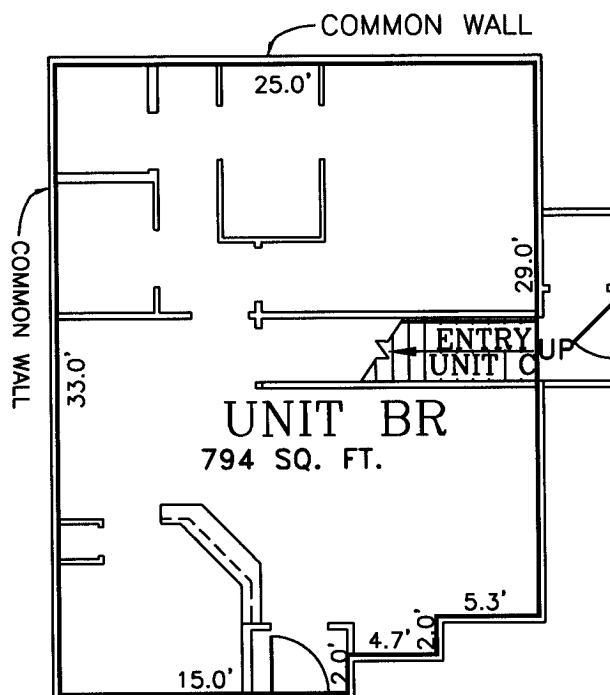
UNIT B  
FLOOR PLAN

10' 0' 10'  
SCALE: 1" = 10'

SHEET 39 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

204, 304, 404, 604, 704, 802, 805, 904, 1004, 1104, 1204, 1404,  
1604, 1804, 2004, 2102, 2105, 2504, 2602, 2605, 2804, 2904,  
3004, 3104, 3204, 3302, & 3305

U.S. SURVEYOR® U.S. SURVEYOR.COM

**U.S. SURVEYOR®**  
4929 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

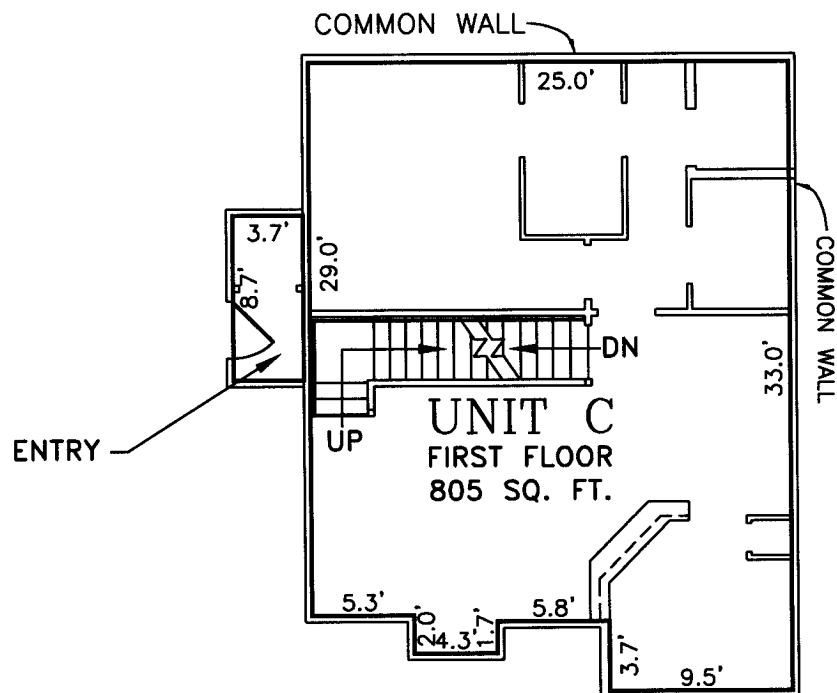
UNIT B(REVERSE)  
UNIT BR  
FIRST FLOOR  
FLOOR PLAN

10' 0' 10'  
SCALE: 1" = 10'

SHEET 40 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

211, 311, 411, 811, 814, 911, 1011, 1111, 1211, 1411,  
1611, 1811, 2011, 2111, 2114, 2511, 2611, 2614, 2811,  
2911, 3011, 3111, 3211, 3311, & 3314

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**U.S. SURVEYOR®**  
1929 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

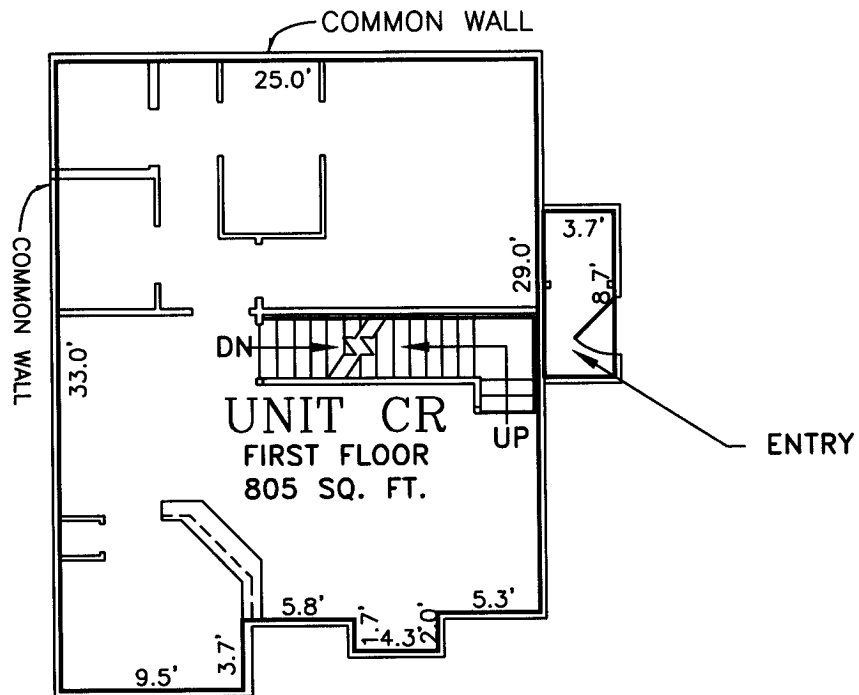
UNIT C  
FIRST FLOOR  
FLOOR PLAN

10' 0' 10'  
SCALE: 1" = 10'

SHEET 41 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

214, 314, 414, 812, 815, 914, 1014, 1114, 1214, 1414,  
1614, 1814, 2014, 2112, 2115, 2514, 2612, 2615, 2814,  
2914, 3014, 3114, 3214, 3312, & 3315

U.S. SURVEYOR® U.S. SURVEYOR.COM

**U.S. SURVEYOR®**  
4989 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

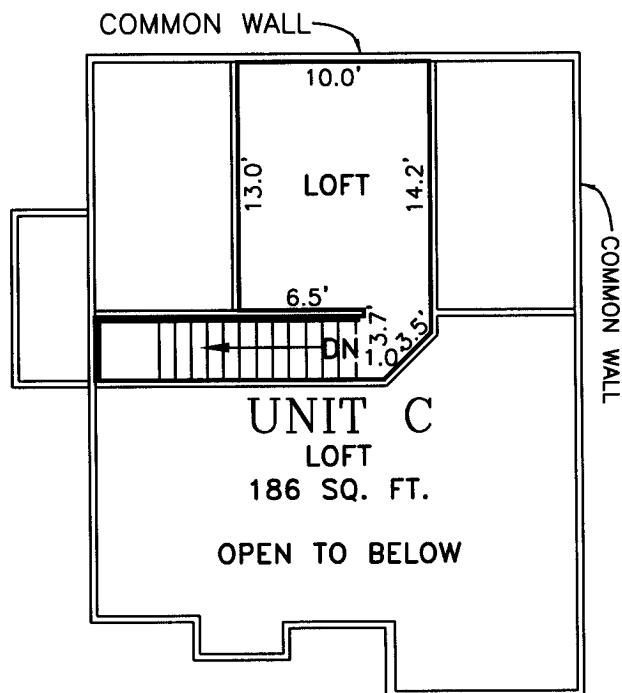
UNIT C(REVERSE)  
UNIT CR  
FIRST FLOOR  
FLOOR PLAN

10' 0' 10'  
SCALE: 1" = 10'

SHEET 42 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

211, 311, 411, 811, 814, 911, 1011, 1111, 1211, 1411,  
1611, 1811, 2011, 2111, 2114, 2511, 2611, 2614, 2811,  
2911, 3011, 3111, 3211, 3311, & 3314

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**U.S. SURVEYOR®**  
4929 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

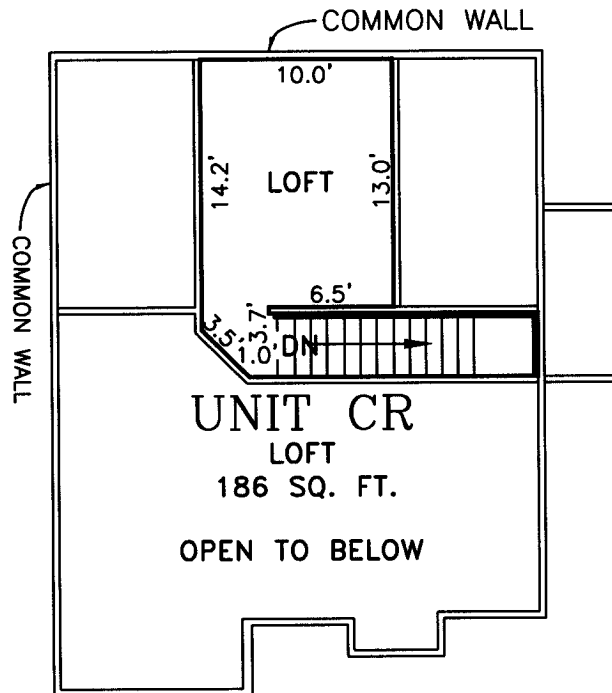
UNIT C  
SECOND FLOOR  
(THE LOFT)  
FLOOR PLAN

10' 0' 10'  
SCALE: 1" = 10'

SHEET 43 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

214, 314, 414, 812, 815, 914, 1014, 1114, 1214, 1414,  
1614, 1814, 2014, 2112, 2115, 2514, 2612, 2615, 2814,  
2914, 3014, 3114, 3214, 3312, & 3315

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4029 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47715  
**1-800-TO-SURVEY**

USSURVEYOR.USSURVEYOR.COM

SHEET NAME:  
**UNIT C(REVERSE)**  
**UNIT CR**  
**SECOND FLOOR**  
**(THE LOFT)**  
**FLOOR PLAN**

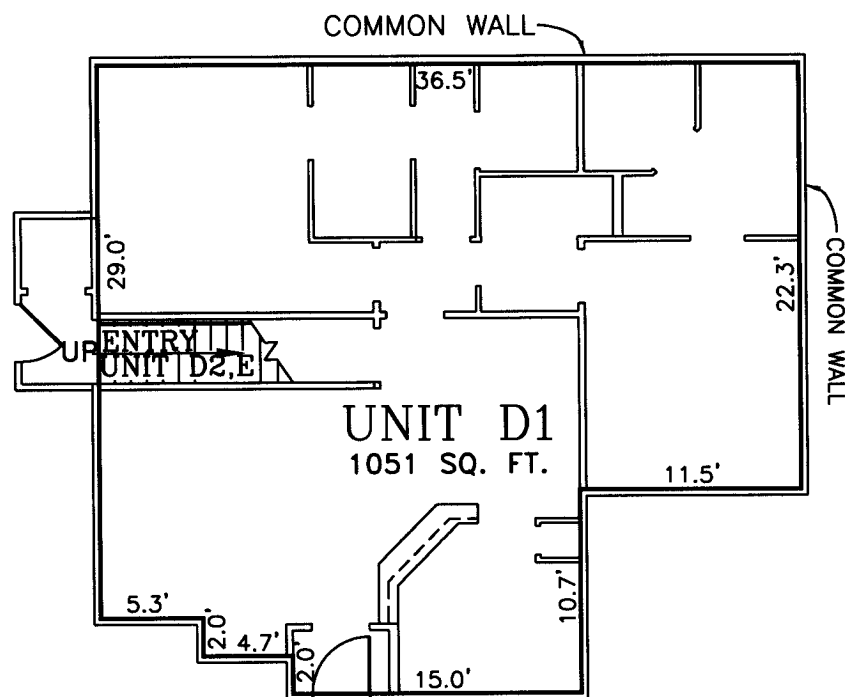
10' 0' 10'  
SCALE: 1" = 10'

SHEET 44 OF 86

JOB NUMBER:  
SS37400\_18



THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

104, 203, 303, 403, 501, 504, 603, 703, 903, 1003, 1103, 1203,  
1301, 1304, 1403, 1503, 1603, 1703, 1803, 1901, 1904, 2003,  
2204, 2301, 2303, 2401, 2403, 2503, 2701, 2704, 2803, 2903, 3003,  
3103, & 3203

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**U.S. SURVEYOR**<sup>®</sup>  
4929 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

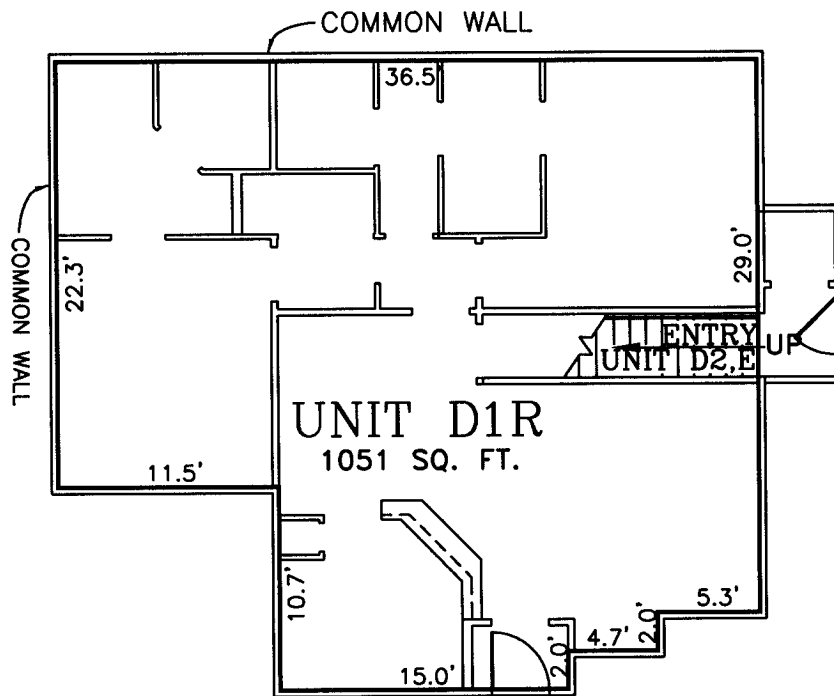
UNIT D1  
FIRST FLOOR  
FLOOR PLAN

10' 0' 10'  
SCALE: 1" = 10'

SHEET 45 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



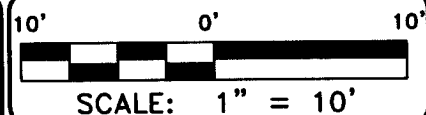
UNIT NUMBERS

102, 202, 302, 402, 502, 505, 602, 702, 902, 1002, 1102, 1202,  
1302, 1305, 1402, 1502, 1602, 1702, 1802, 1902, 1905, 2002,  
2202, 2302, 2402, 2502, 2702, 2705, 2802, 2902, 3002,  
3102, & 3202



SHEET NAME:

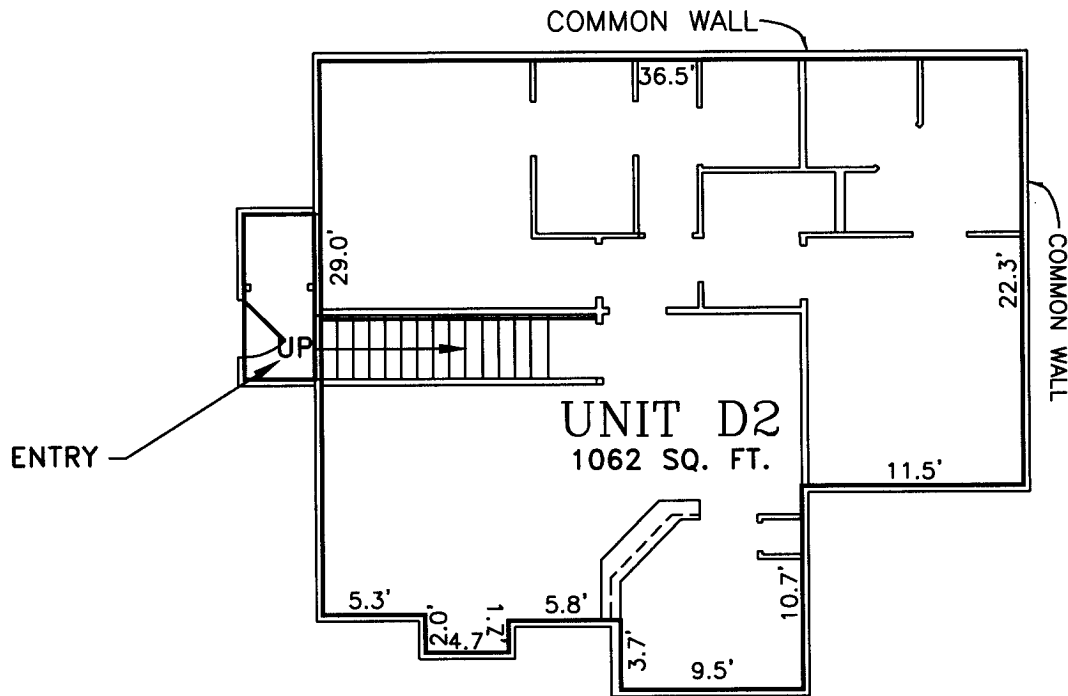
UNIT D1  
(REVERSE)  
UNIT D1R  
FIRST FLOOR  
FLOOR PLAN



SHEET 46 OF 86

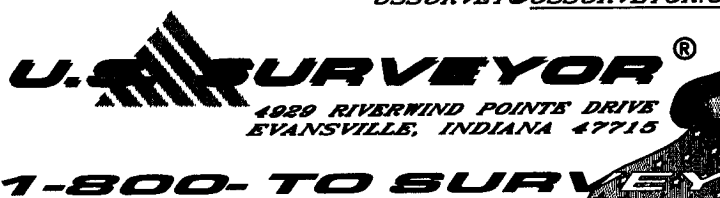
JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



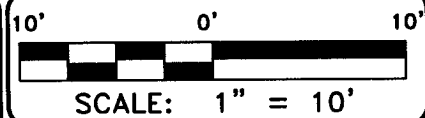
UNIT NUMBERS

511, 514, 1311, 1314, 1911, 1914, 2711, & 2714



SHEET NAME:

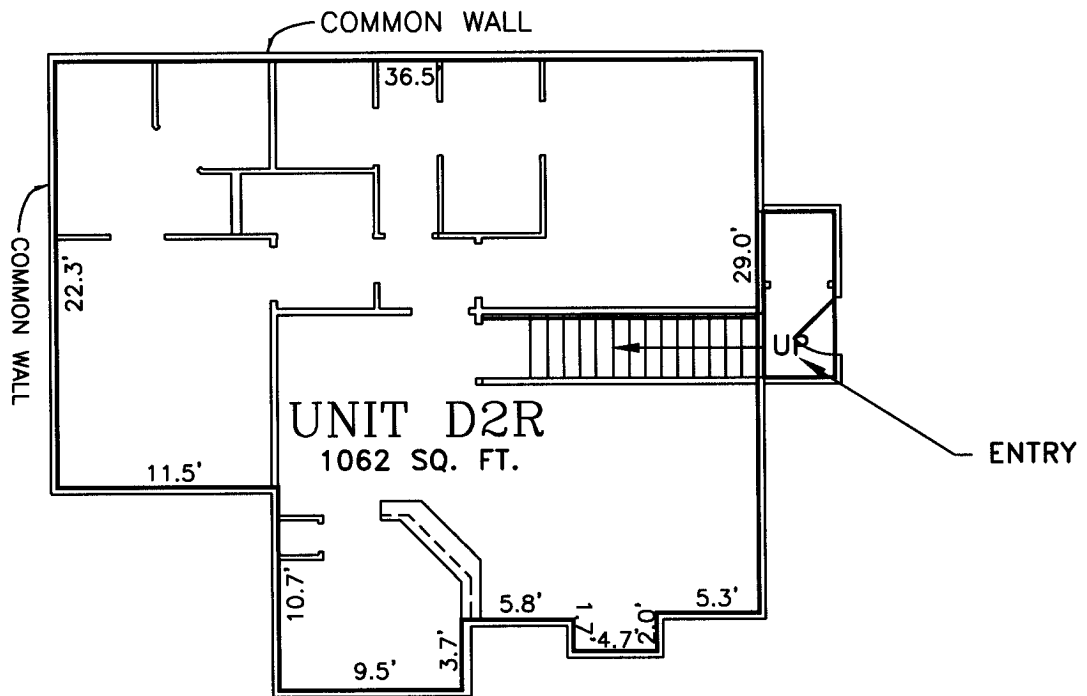
UNIT D2  
FIRST FLOOR  
FLOOR PLAN



SHEET 47 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

512, 515, 1312, 1315, 1912, 1915, 2712, & 2715

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SHEET NAME:

UNIT D2  
(REVERSE)  
UNIT D2R  
FIRST FLOOR  
FLOOR PLAN

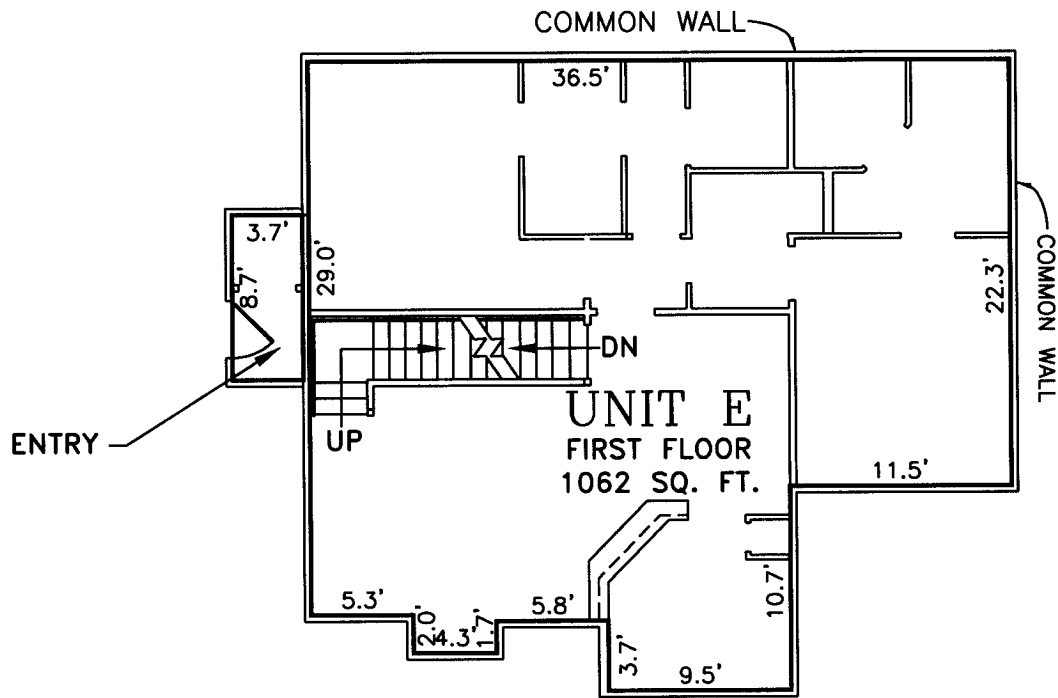
10' 0' 10'

SCALE: 1" = 10'

SHEET 48 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

111, 114, 213, 313, 413, 611, 613, 711, 713, 913, 1013, 1113,  
1213, 1413, 1511, 1513, 1613, 1711, 1713, 1813, 2013, 2211,  
2214, 2311, 2313, 2513, 2813, 2913, 3013, 3113, & 3213

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SHEET NAME:

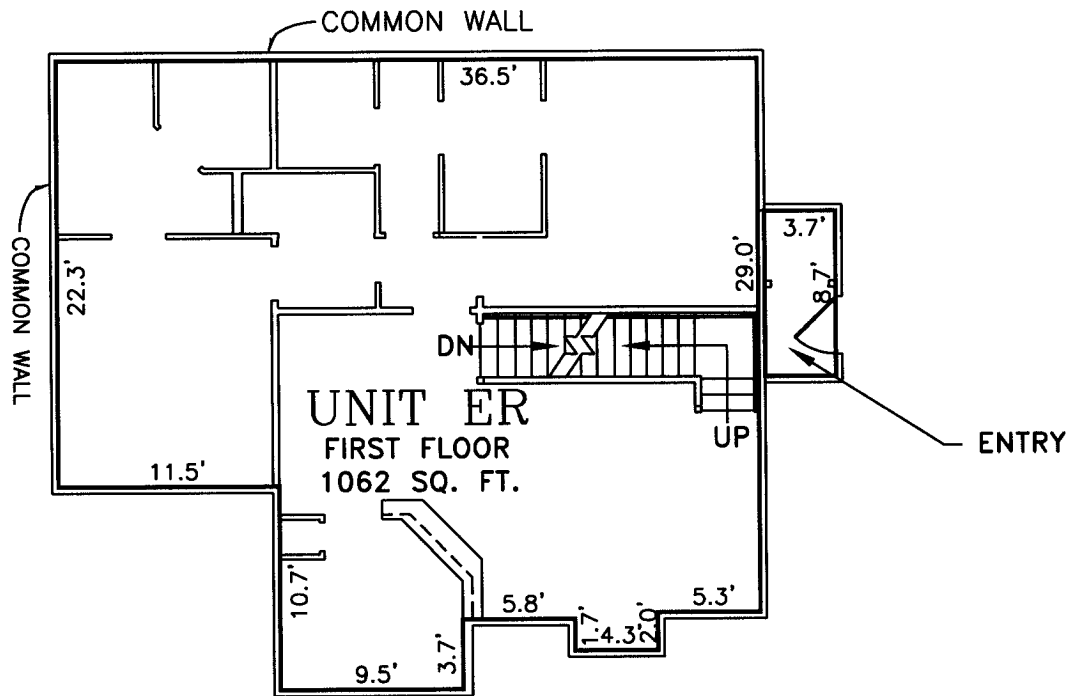
UNIT E  
FIRST FLOOR  
FLOOR PLAN

10' 0' 10'  
SCALE: 1" = 10'

SHEET 49 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

112, 115, 212, 312, 412, 612, 614, 712, 714, 912, 1012, 1112,  
1212, 1412, 1512, 1514, 1612, 1712, 1714, 1812, 2012, 2212,  
2215, 2312, 2314, 2412, 2414, 2512, 2812, 2912, 3012, 3112, & 3212

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1-800-TO-SURVEY

SHEET NAME:

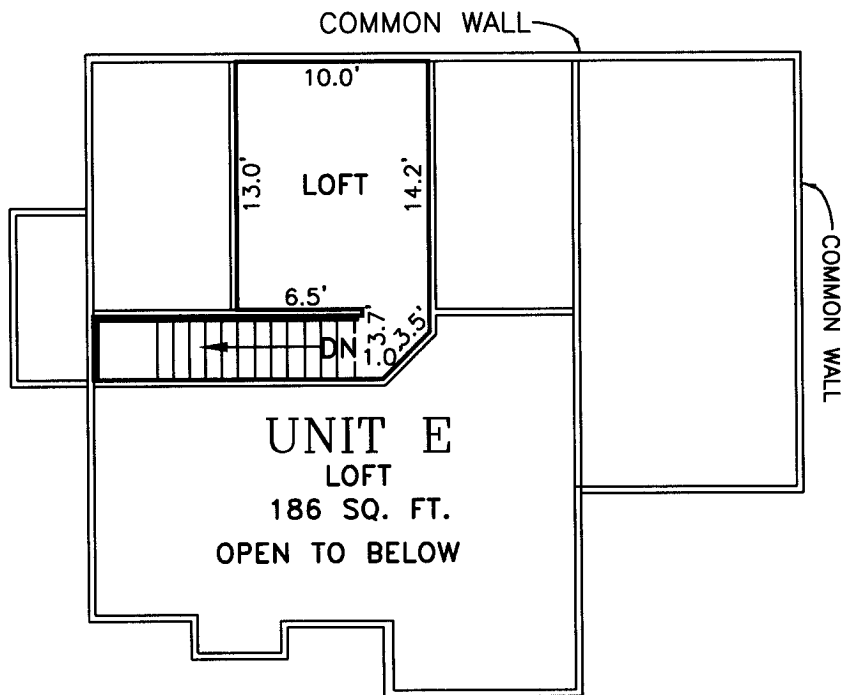
UNIT E(REVERSE)  
UNIT ER  
FIRST FLOOR  
FLOOR PLAN

10' 0' 10'  
SCALE: 1" = 10'

SHEET 50 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

111, 114, 213, 313, 413, 611, 613, 711, 713, 913, 1013, 1113,  
1213, 1413, 1511, 1513, 1613, 1711, 1713, 1813, 2013, 2211,  
2214, 2311, 2313, 2513, 2813, 2913, 3013, 3113, & 3213

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SHEET NAME:

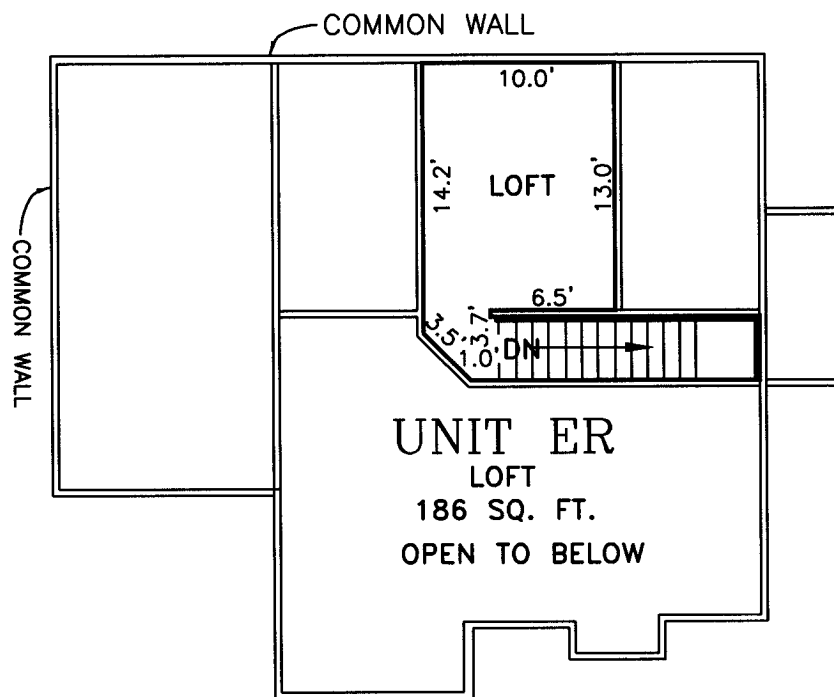
UNIT E  
SECOND FLOOR  
(THE LOFT)  
FLOOR PLAN

10' 0' 10'  
SCALE: 1" = 10'

SHEET 51 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

112, 115, 212, 312, 412, 612, 614, 712, 714, 912, 1012, 1112,  
1212, 1412, 1512, 1514, 1612, 1712, 1714, 1812, 2012, 2212,  
2215, 2312, 2314, 2412, 2414, 2512, 2812, 2912, 3012, 3112, & 3212

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SHEET NAME:  
UNIT E(REVERSE)  
UNIT ER  
SECOND FLOOR  
(THE LOFT)  
FLOOR PLAN

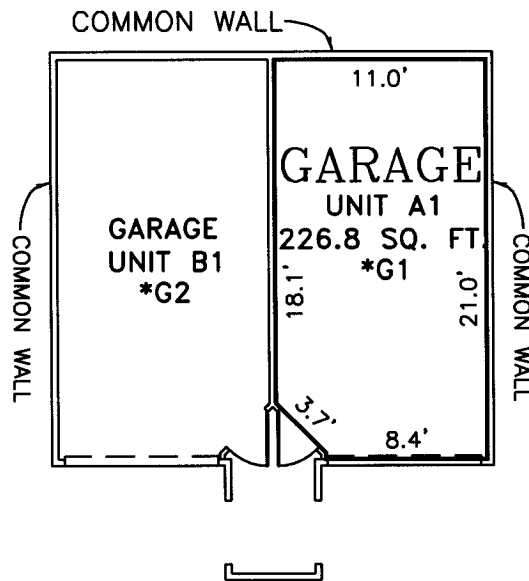
10' 0' 10'  
SCALE: 1" = 10'

SHEET 52 OF 86

JOB NUMBER:  
SS37400\_18



THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS

BUILDING #'s 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,  
17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, & 33

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SHEET NAME:

FIRST FLOOR  
GARAGE  
UNIT A1  
FLOOR PLAN

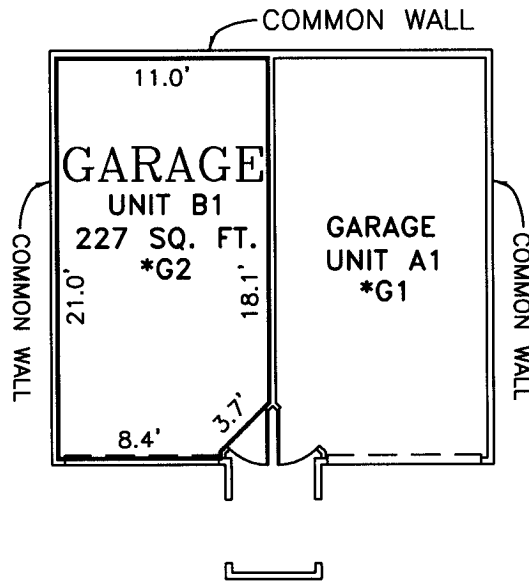
10' 0' 10'

SCALE: 1" = 10'

SHEET 53 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



BUILDING NUMBERS

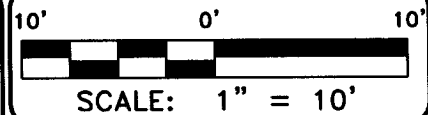
BUILDING #'s 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16,  
17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, & 33

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SHEET NAME:

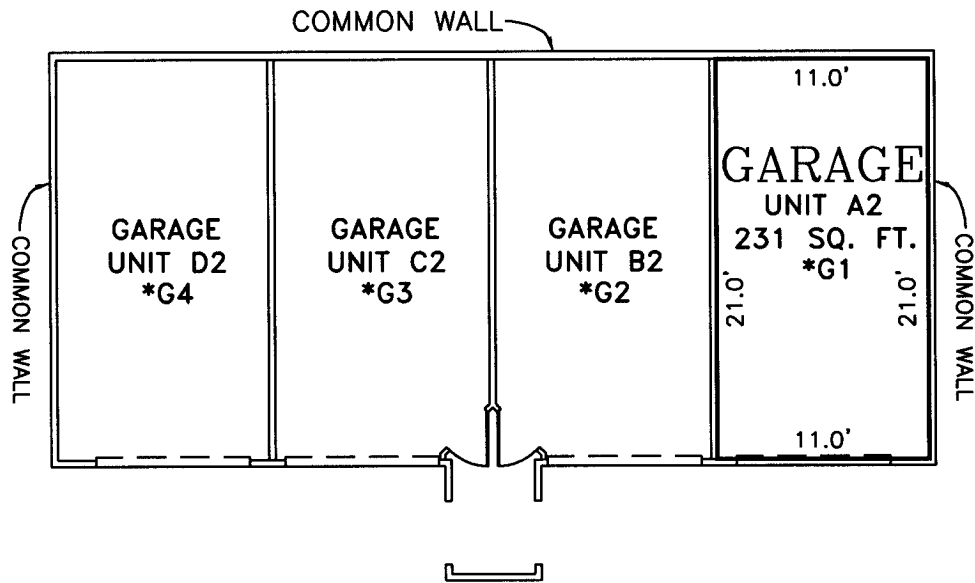
FIRST FLOOR  
GARAGE  
UNIT B1  
FLOOR PLAN



SHEET 54 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA

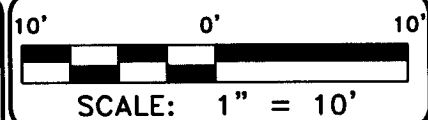


BUILDING NUMBERS  
BUILDING #'s 1 & 22

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EVANSVILLE, INDIANA 47715  
1-800-TO-SURVEY

SHEET NAME:

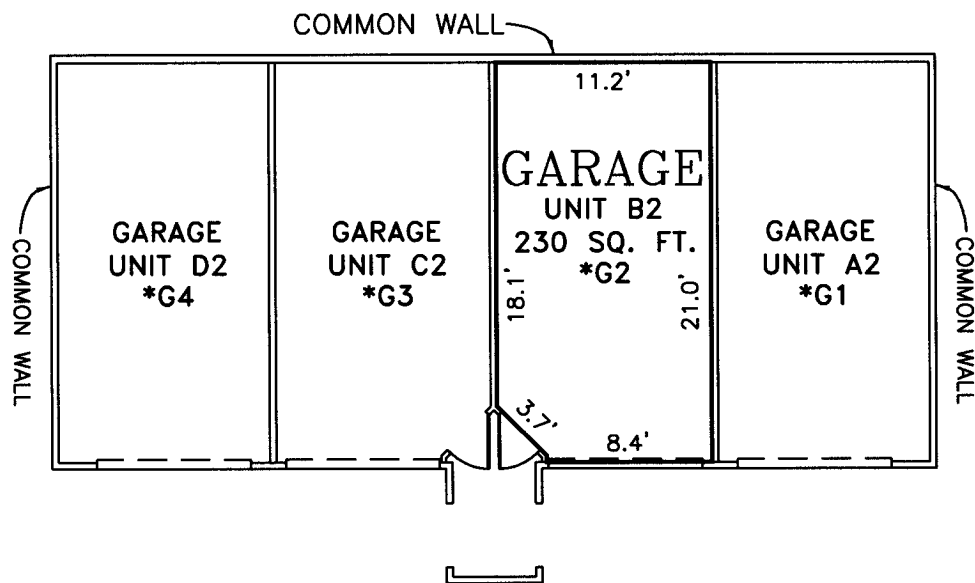
FIRST FLOOR  
GARAGE  
UNIT A2  
FLOOR PLAN



SHEET 55 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA

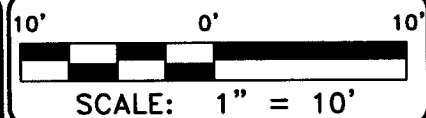


BUILDING NUMBERS  
BUILDING #'s 1 & 22

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EVANSVILLE, INDIANA 47715  
1-800-TO-SURVEY

SHEET NAME:

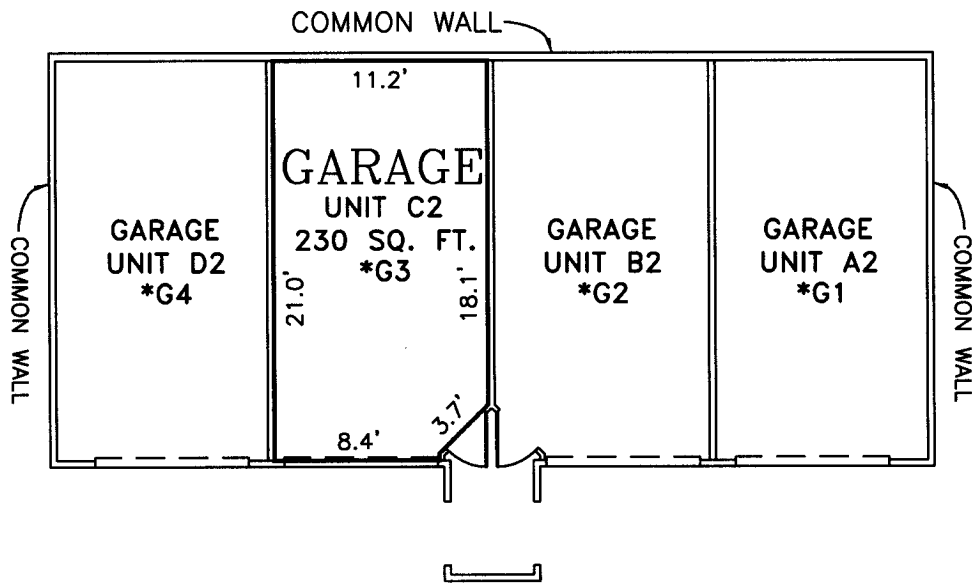
FIRST FLOOR  
GARAGE  
UNIT B2  
FLOOR PLAN



SHEET 56 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA

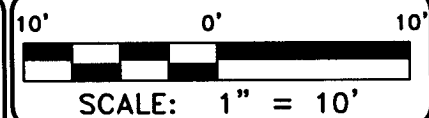


BUILDING NUMBERS  
BUILDING #'s 1 & 22

USSURVEYOR®  
1989 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47715  
1-800-TO-SURVEY

SHEET NAME:

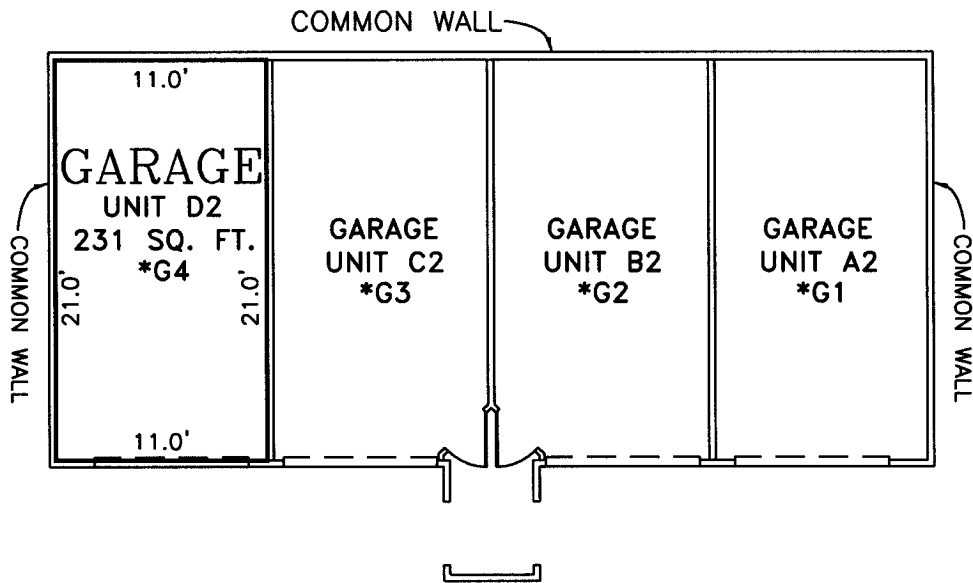
FIRST FLOOR  
GARAGE  
UNIT C2  
FLOOR PLAN



SHEET 57 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA

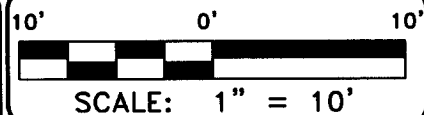


BUILDING NUMBERS  
BUILDING #'s 1 & 22

U.S. SURVEYOR®  
1929 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47715  
1-800-TO-SURVEY

SHEET NAME:

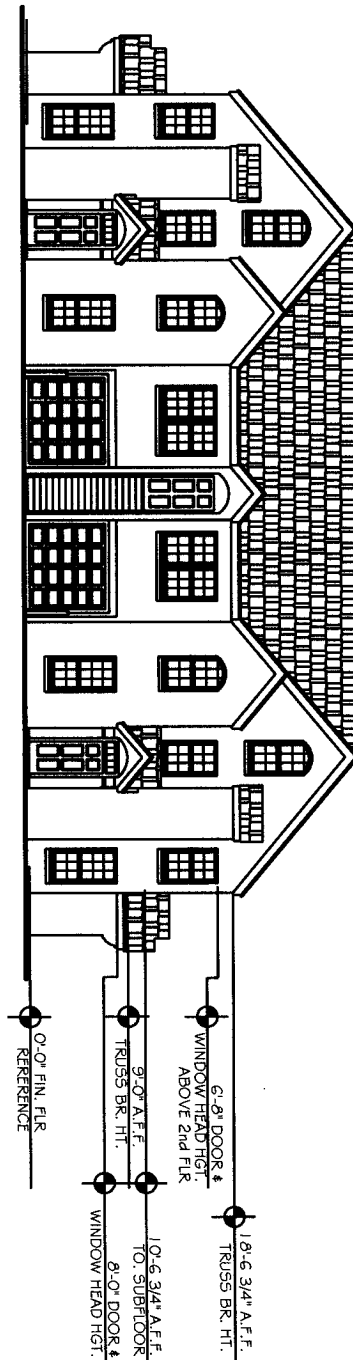
FIRST FLOOR  
GARAGE  
UNIT D2  
FLOOR PLAN



SHEET 58 OF 86

JOB NUMBER:  
SS37400\_18

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A  
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1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE I  
FRONT  
ELEVATIONS

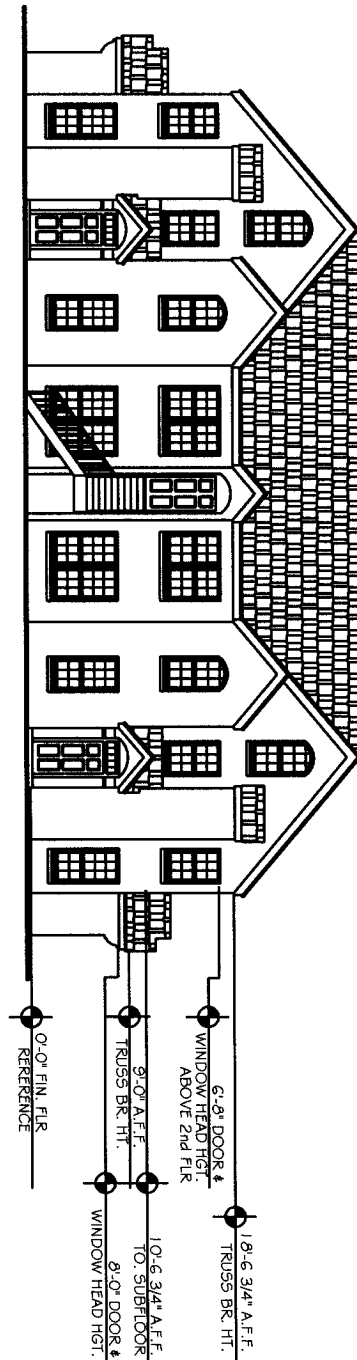
20' 0' 20'

SCALE: 1" = 20'

SHEET 59 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



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EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE I  
REAR  
ELEVATIONS

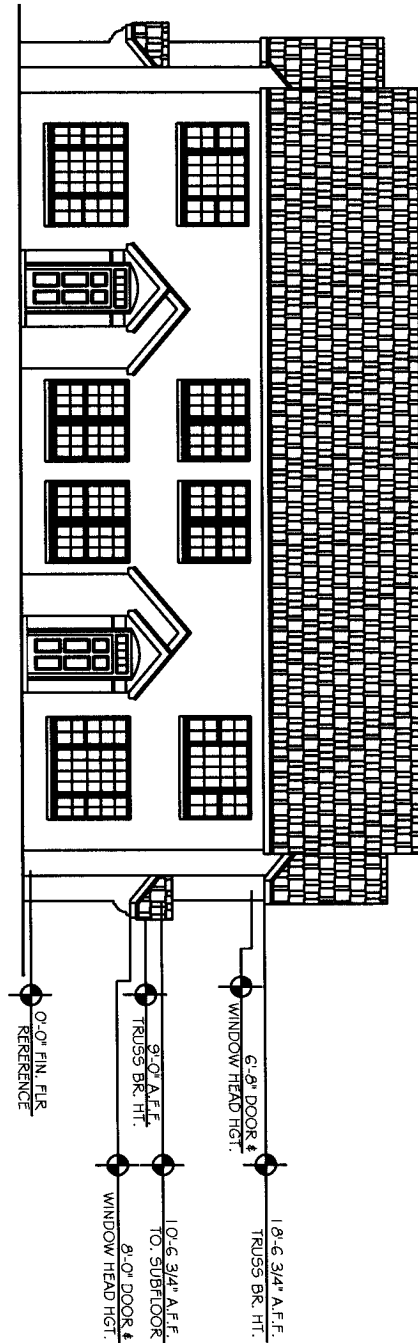
20' 0' 20'  
SCALE: 1" = 20'

SHEET 60 OF 86

JOB NUMBER:  
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EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE I

LEFT SIDE

ELEVATIONS

RIGHT SIDE

(SIMILAR)

20'

0'

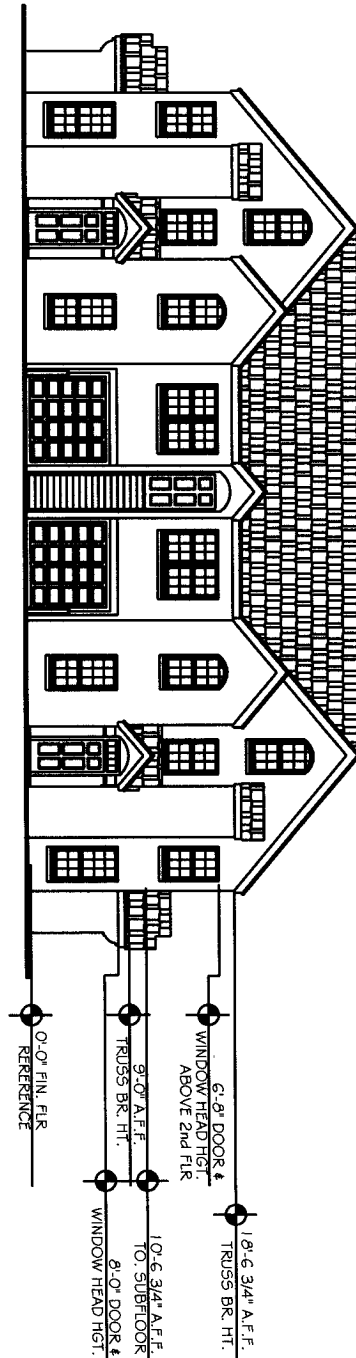
20'

SCALE: 1" = 20'

SHEET 61 OF 86

JOB NUMBER:  
SS37400\_18

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1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE II  
FRONT  
ELEVATIONS

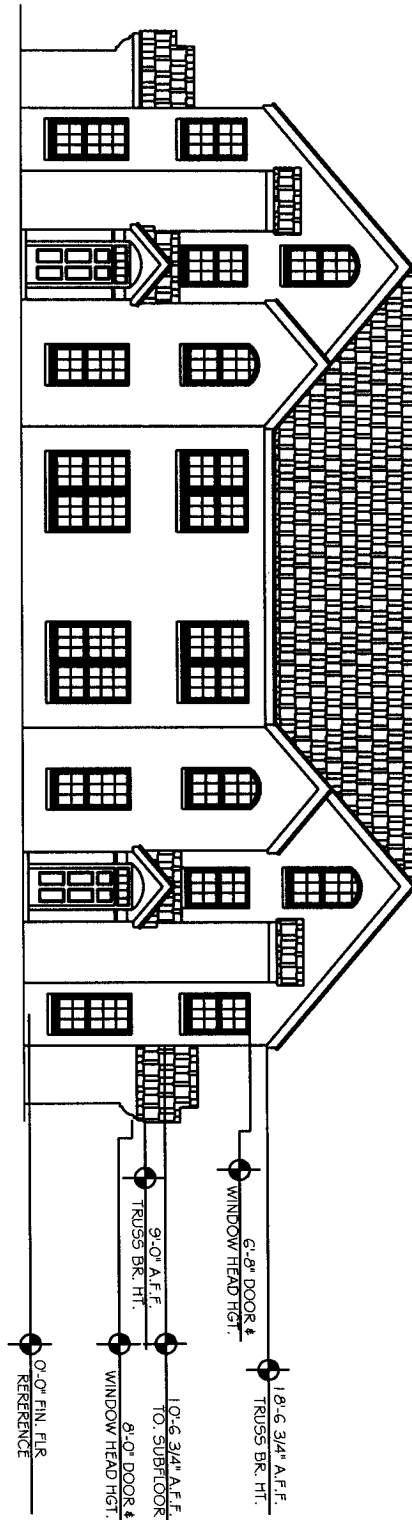
20' 0' 20'

SCALE: 1" = 20'

SHEET 62 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
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EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE II  
REAR  
ELEVATIONS

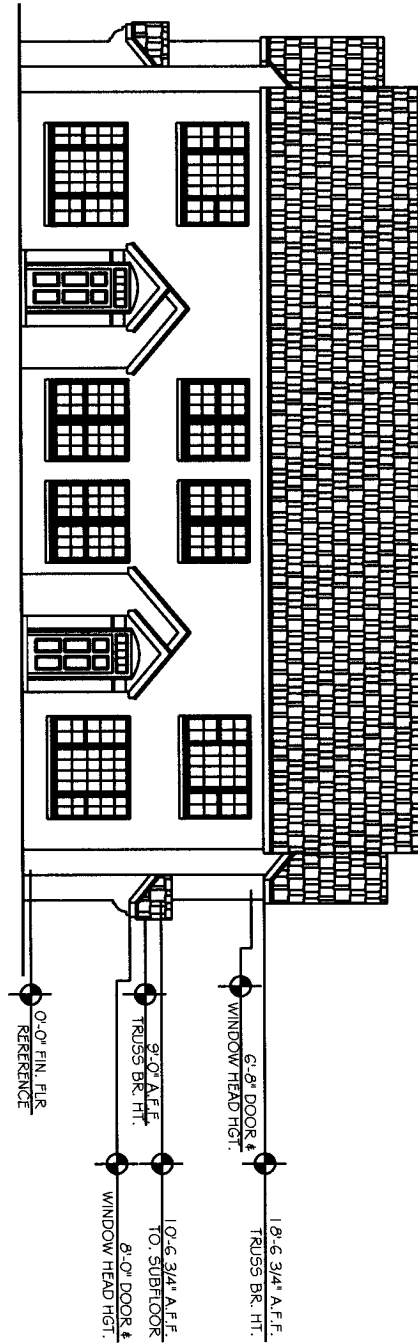
20' 0' 20'

SCALE: 1" = 20'

SHEET 63 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
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1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE II

LEFT SIDE

ELEVATIONS

RIGHT SIDE

(SIMILAR)

20'

0'

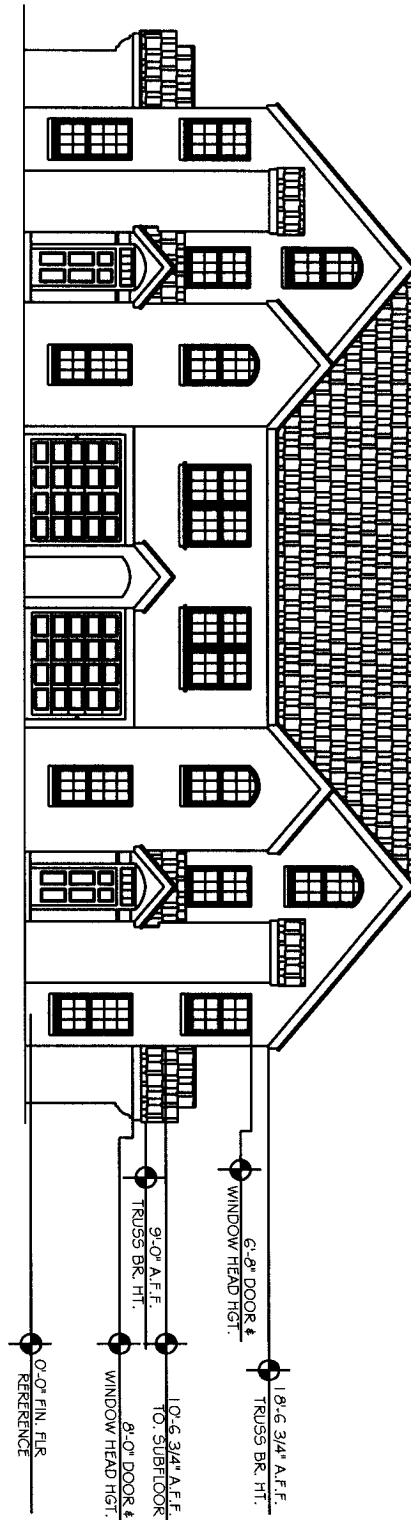
20'

SCALE: 1" = 20'

SHEET 64 OF 86

JOB NUMBER:  
SS37400\_18

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1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE III  
FRONT  
ELEVATIONS

20' 0' 20'

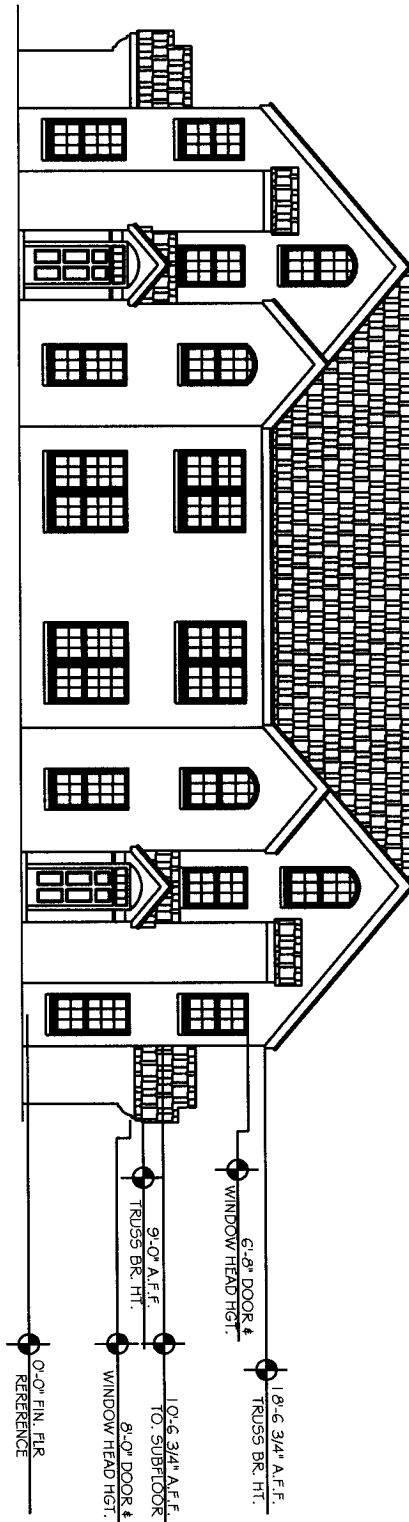


SCALE: 1" = 20'

SHEET 65 OF 86

JOB NUMBER:  
SS37400\_18

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SHEET NAME:

BUILDING TYPE III  
REAR  
ELEVATIONS

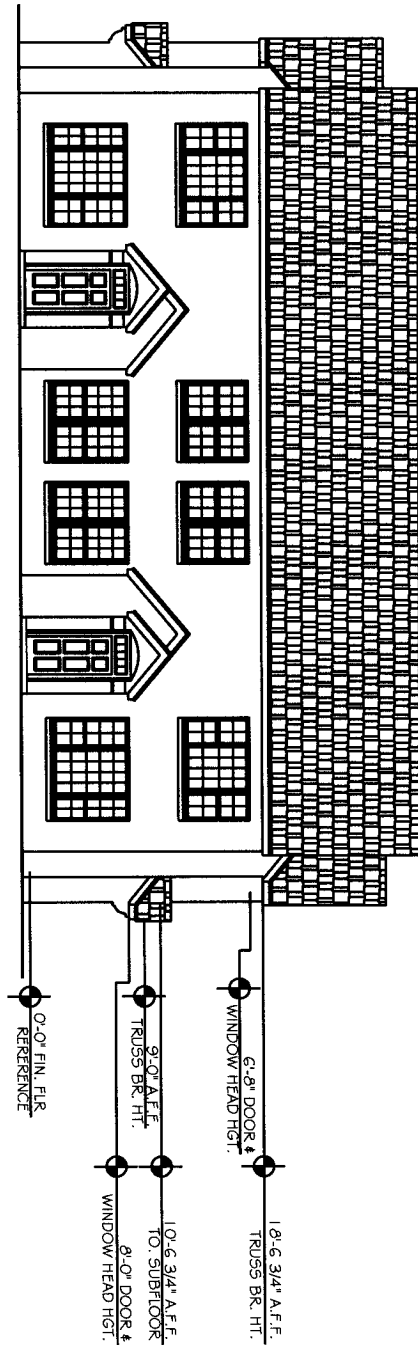
20' 0' 20'

SCALE: 1" = 20'

SHEET 66 OF 86

JOB NUMBER:  
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1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE III

LEFT SIDE

ELEVATIONS

RIGHT SIDE

(SIMILAR)

20'

0'

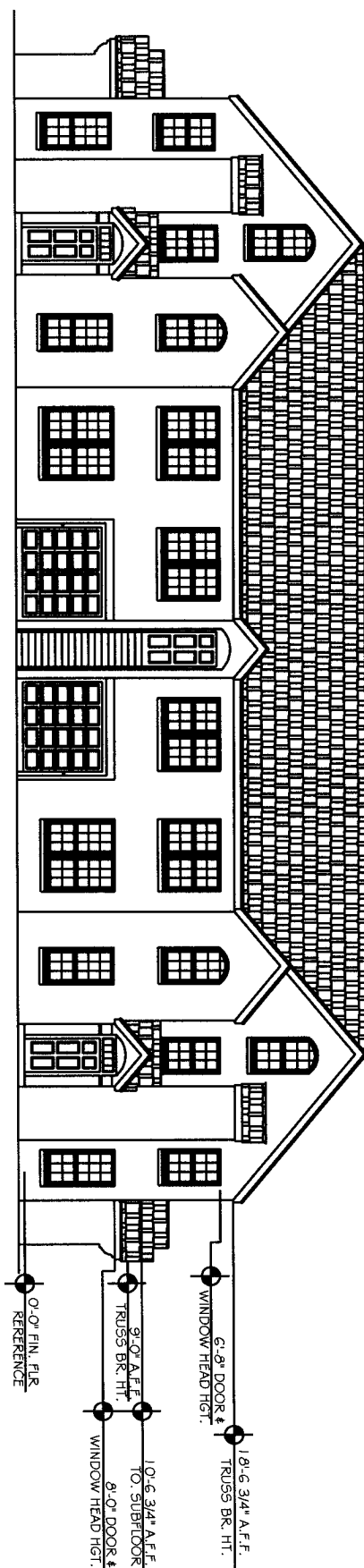
20'

SCALE: 1" = 20'

SHEET 67 OF 86

JOB NUMBER:  
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1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE IV  
FRONT  
ELEVATIONS

20' 0' 20'

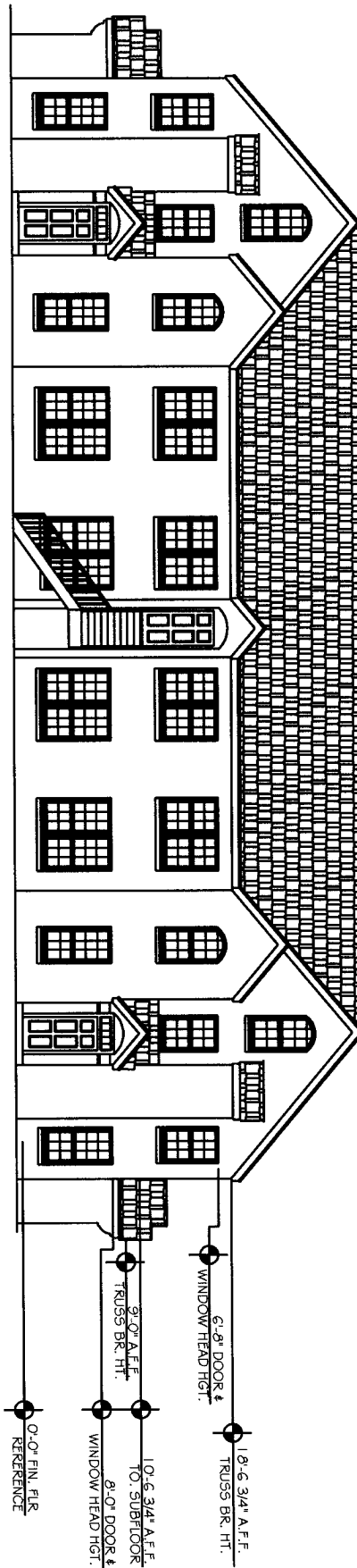
SCALE: 1" = 20'

SHEET 68 OF 86

JOB NUMBER:  
SS37400\_18



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EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE IV  
REAR  
ELEVATIONS

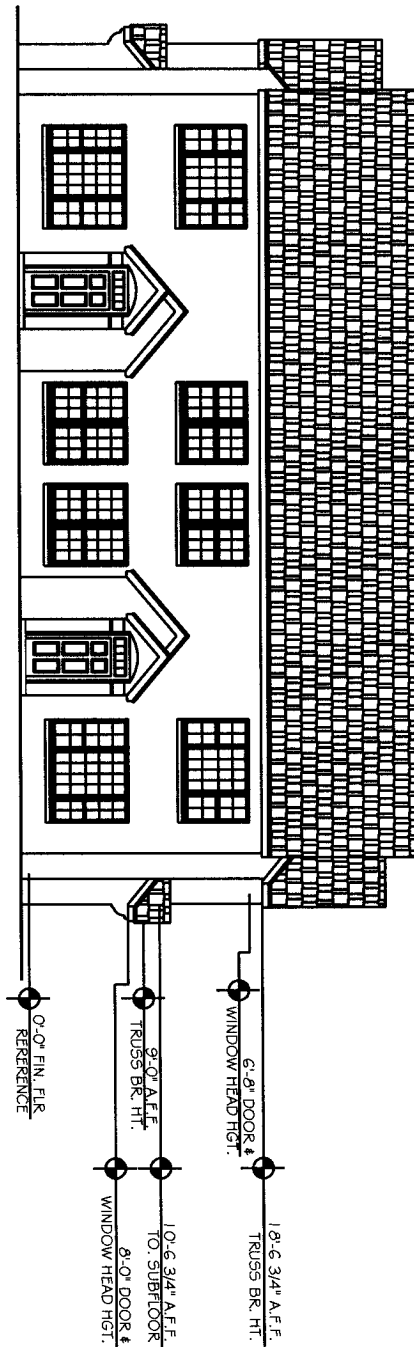
20' 0' 20'

SCALE: 1" = 20'

SHEET 69 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA

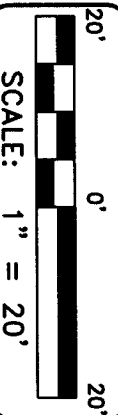


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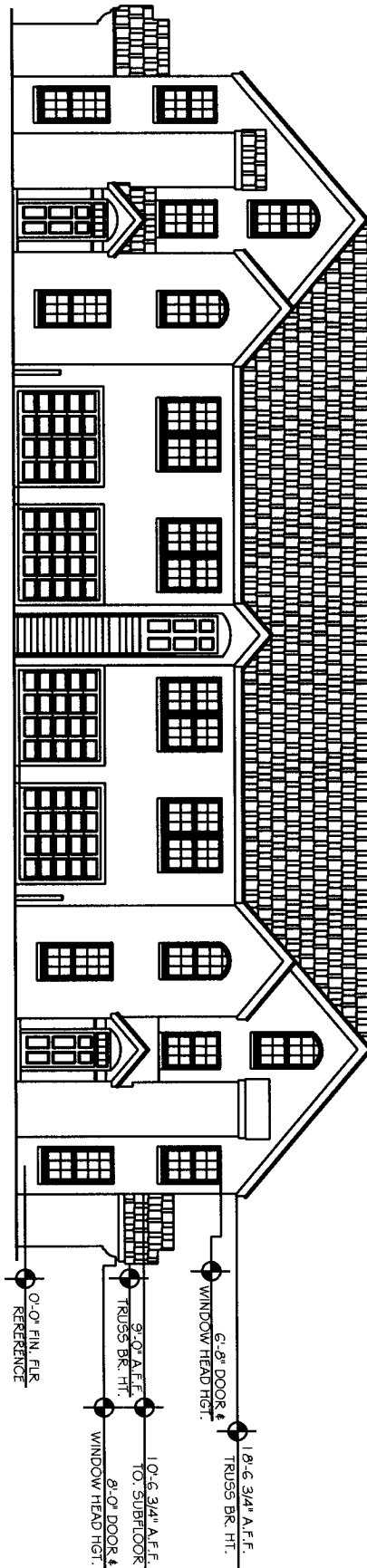
SHEET NAME:  
BUILDING TYPE IV  
LEFT SIDE  
ELEVATIONS  
RIGHT SIDE  
(SIMILAR)



SHEET 70 OF 86

JOB NUMBER:  
SS37400\_18

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1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE V  
FRONT  
ELEVATIONS

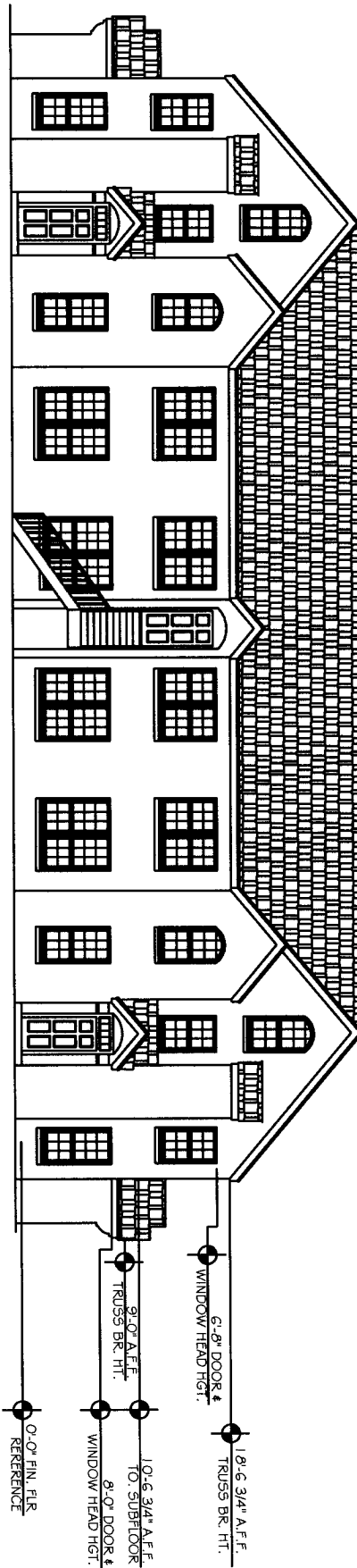
20' 0' 20'

SCALE: 1" = 20'

SHEET 71 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
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1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE V  
REAR  
ELEVATIONS

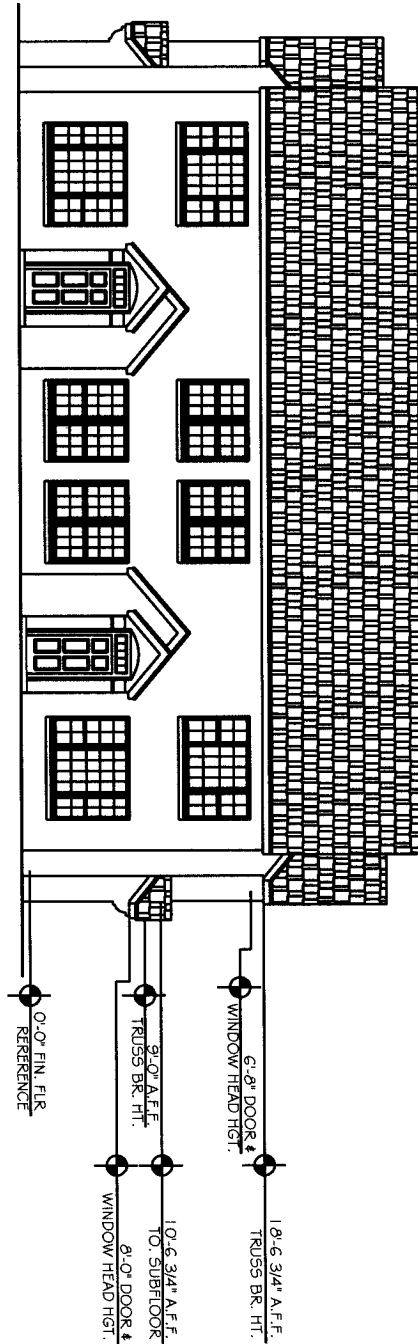
20' 0' 20'

SCALE: 1" = 20'

SHEET 72 OF 86

JOB NUMBER:  
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THE AZUR AT METROWEST, A CONDOMINIUM  
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EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

BUILDING TYPE V

LEFT SIDE

ELEVATIONS

RIGHT SIDE

(SIMILAR)

20'

0'

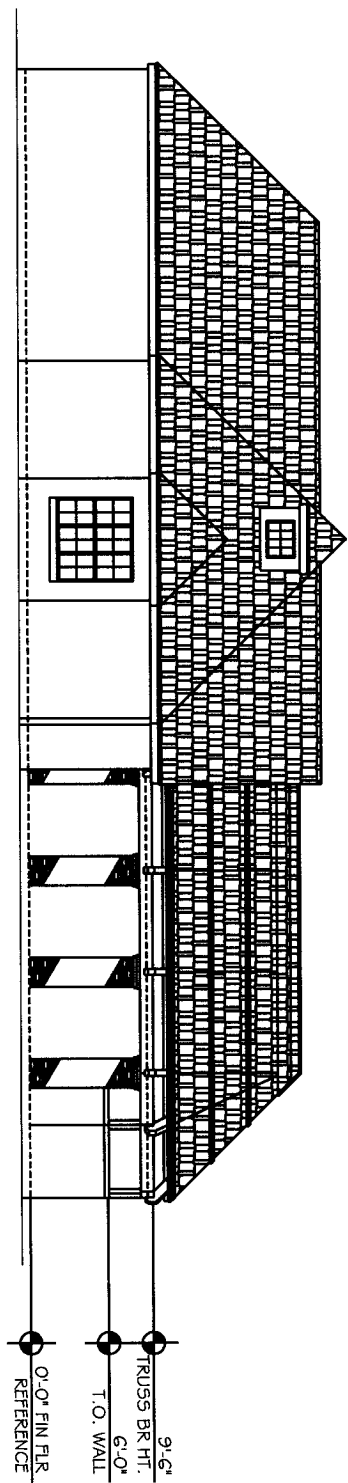
20'

SCALE: 1" = 20'

SHEET 73 OF 86

JOB NUMBER:  
SS37400\_18

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SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



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**U.S. SURVEYOR**  
4020 RIVERMIND POINTS DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

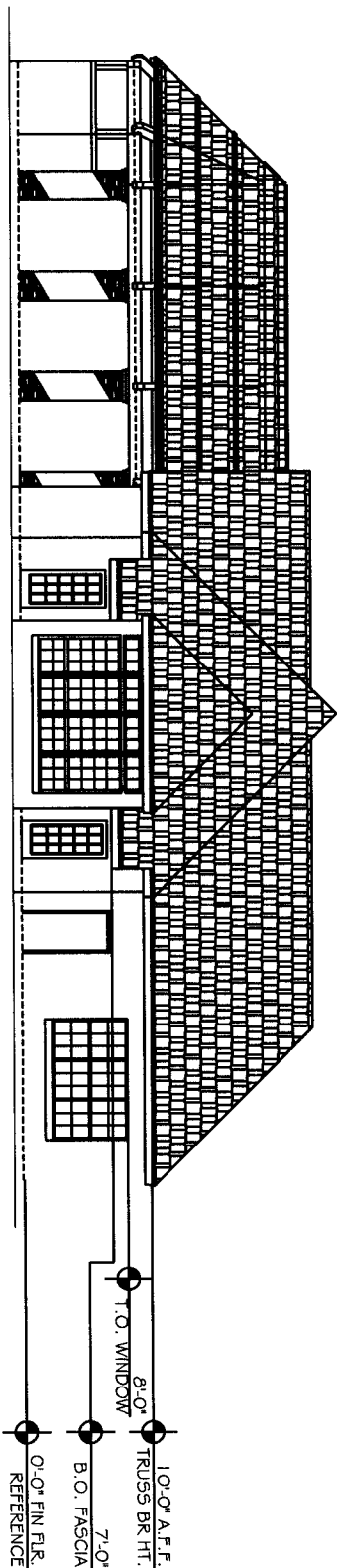
CLUBHOUSE/  
LEASING OFFICE  
FRONT  
ELEVATIONS

NOT TO SCALE

SHEET 74 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



USSURVEYOR@USSURVEYOR.COM



4020 RIVERMIND POINTS DRIVE  
EVANSVILLE, INDIANA 47715

1-800-TO-SURVEY

SHEET NAME:

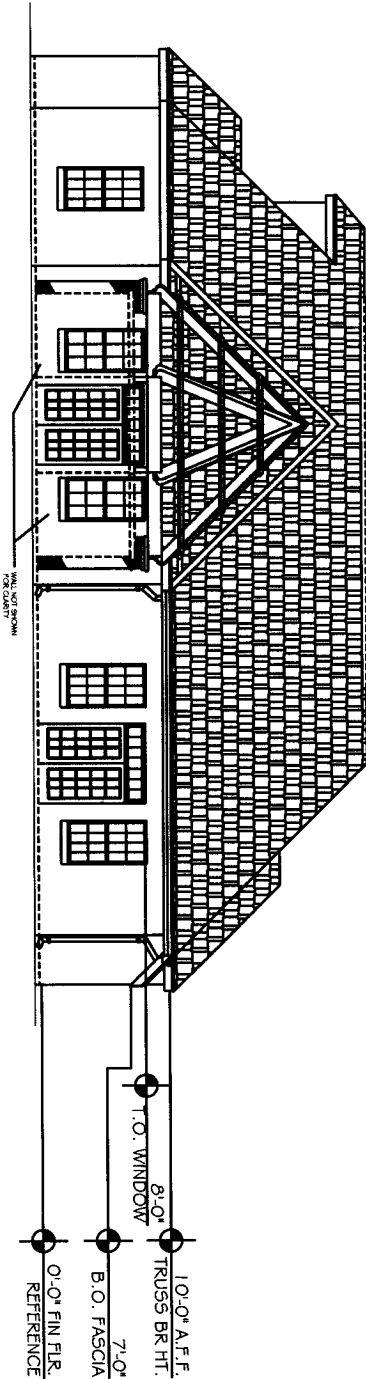
CLUBHOUSE/  
LEASING OFFICE  
REAR  
ELEVATIONS

NOT TO SCALE

SHEET 75 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



USSURVEYOR@USSURVEYOR.COM

**U.S. SURVEYOR**

4029 RIVERMIND POINTE DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURV

SHEET NAME:

CLUBHOUSE/  
LEASING OFFICE  
RIGHT SIDE  
ELEVATIONS

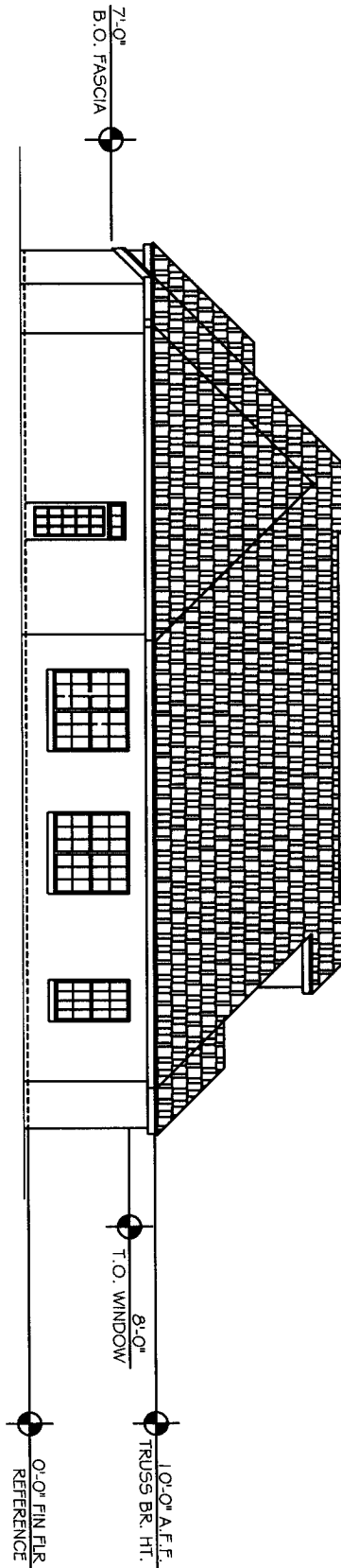
NOT TO SCALE

SHEET 76 OF 86

JOB NUMBER:  
SS37400\_18



THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



USSURVYOR@USSURVYOR.COM

**U.S. SURVYOR**  
4000 RIVERMIND POINTS DRIVE  
EVANSVILLE, INDIANA 47715

1-800-TO-SURVYOR

SHEET NAME:

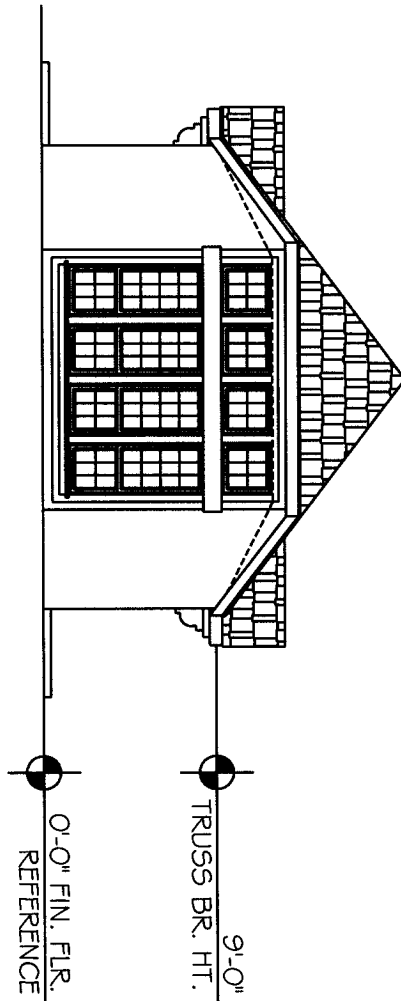
CLUBHOUSE/  
LEASING OFFICE  
LEFT/RIGHT  
ELEVATIONS

NOT TO SCALE

SHEET 77 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



USSURVEY@USSURVEYOR.COM

**U.S. SURVEYOR**  
A  
4880 RIVERWIND POINTS DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

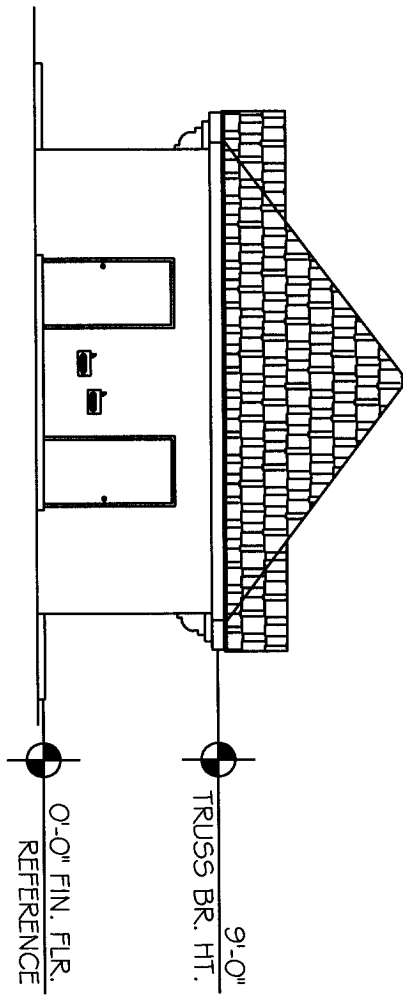
POOL CABANA/  
EXERCISE  
PAVILLION  
FRONT  
ELEVATIONS

NOT TO SCALE

SHEET 78 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



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**U.S. SURVEYOR**  
1000 RIVERWIND POINTS DRIVE  
EVANSVILLE, INDIANA 47710

1-800-TO-SURVEY

SHEET NAME:

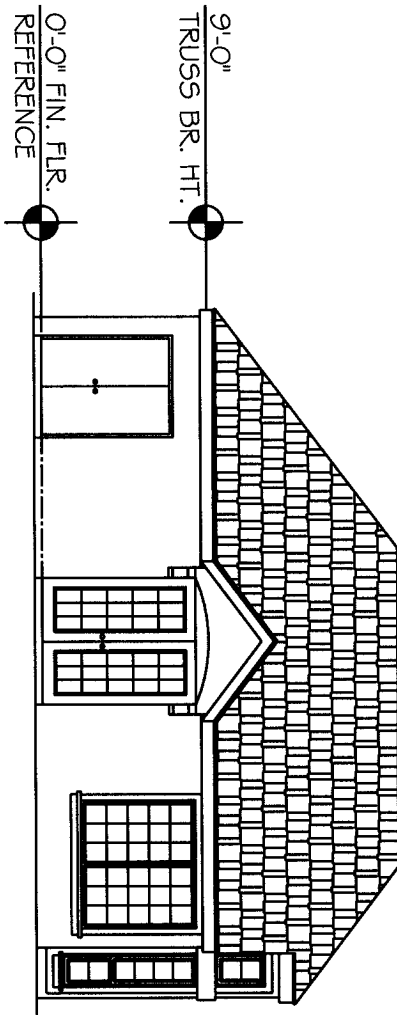
POOL CABANA/  
EXERCISE  
PAVILLION  
REAR  
ELEVATIONS

NOT TO SCALE

SHEET 79 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



USSURVEY@USSURVEYOR.COM

**U.S. SURVEYOR**  
1000 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

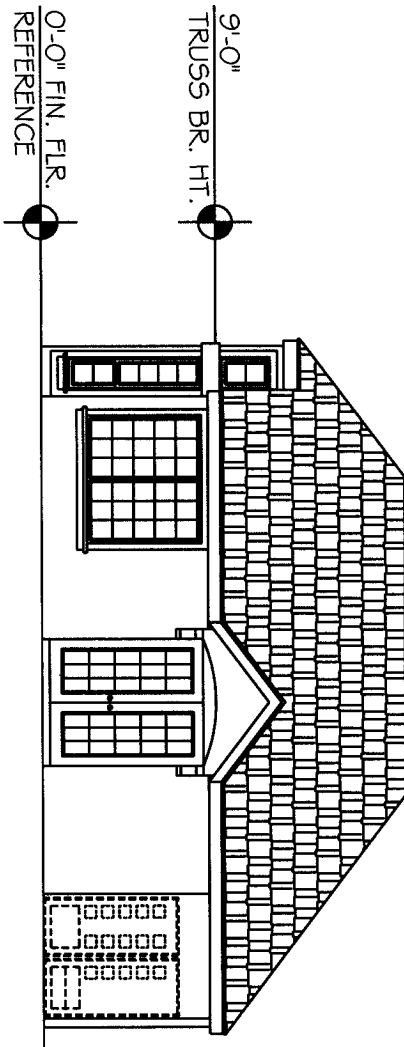
POOL CABANA/  
EXERCISE  
PAVILLION  
LEFT SIDE  
ELEVATIONS

NOT TO SCALE

SHEET 80 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



USSURVEY@USSURVEYOR.COM

**U.S. SURVEYOR**  
1889 RIVERWIND POINTS DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

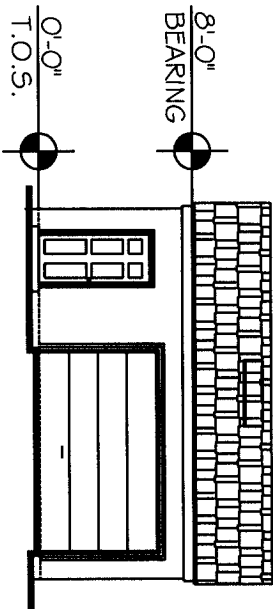
POOL CABANA/  
EXERCISE  
PAVILLION  
RIGHT SIDE  
ELEVATIONS

NOT TO SCALE

SHEET 81 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



USSURVEY@USSURVEYOR.COM

**U.S. SURVEYOR**  
1880 RIVERWIND POINTS DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

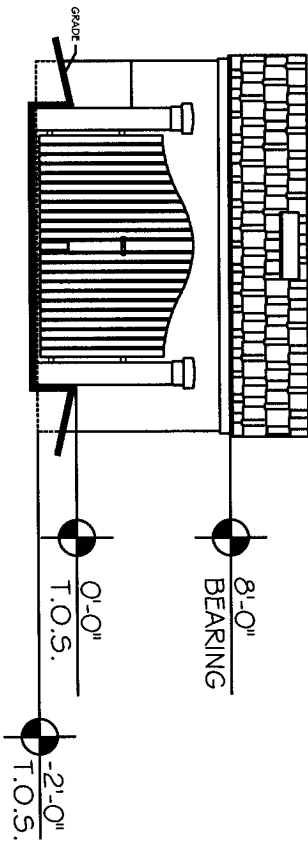
MAINTENANCE  
BUILDING/ TRASH  
COMPACTOR  
FRONT  
ELEVATIONS

NOT TO SCALE

SHEET 82 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



**H6** REAR ELEVATION  
1/4" = 1'-0"

U.S.SURVEY@U.S.SURVEYOR.COM



4020 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

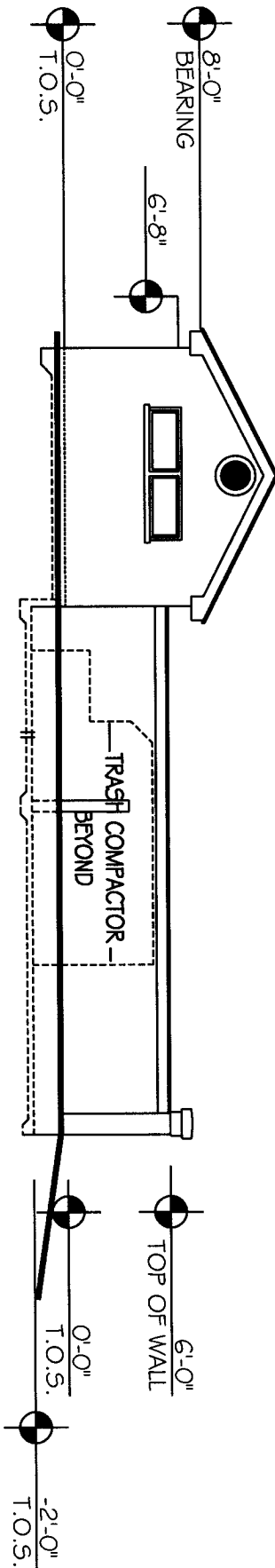
MAINTENANCE  
BUILDING/ TRASH  
COMPACTOR  
FRONT  
ELEVATIONS

NOT TO SCALE

SHEET 83 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



U.S.SURVEYOR.COM

**U.S. SURVEYOR**  
4020 RIVERWIND POINTS DRIVE  
EVANSVILLE, INDIANA 47710

1-800-TO-SURVEY

SHEET NAME:

MAINTENANCE  
BUILDING/ TRASH  
COMPACTOR  
FRONT  
ELEVATIONS

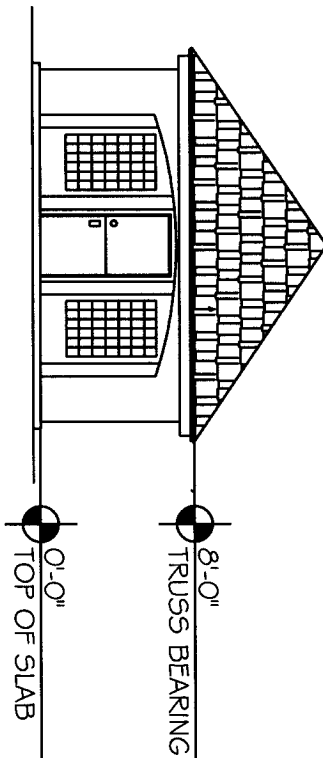
NOT TO SCALE

SHEET 84 OF 86

JOB NUMBER:  
SS37400\_18



THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



USSURVEY@USSURVEYOR.COM

**U.S. SURVEYOR**<sup>®</sup>

4888 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

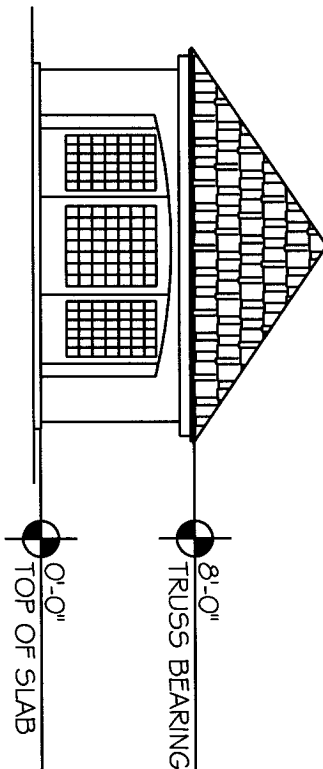
MAIL KIOSK  
FRONT  
ELEVATIONS

NOT TO SCALE

SHEET 85 OF 86

JOB NUMBER:  
SS37400\_18

THE AZUR AT METROWEST, A CONDOMINIUM  
SECTION 36, TOWNSHIP 22, RANGE 28, ORANGE COUNTY, FLORIDA



USSURVEY@USSURVEYOR.COM



4080 RIVERWIND POINTE DRIVE  
EVANSVILLE, INDIANA 47716

1-800-TO-SURVEY

SHEET NAME:

MAIL KIOSK  
REAR  
ELEVATIONS  
LEFT & RIGHT  
SIDE (SIMILAR)

NOT TO SCALE

SHEET 86 OF 86

JOB NUMBER:  
SS37400\_18

**EXHIBIT NO. 2 TO DECLARATION OF CONDOMINIUM**

TPA#1654754.2



I certify the attached is a true and correct copy of the Articles of Incorporation of THE AZUR AT METROWEST CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on April 6, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number H06000091613. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N06000003838.

Authentication Code: 606A00023622-040706-N06000003838-1/1

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
Seventh day of April, 2006



Sue M. Cobb  
Sue M. Cobb  
Secretary of State



April 7, 2006

FLORIDA DEPARTMENT OF STATE  
Division of Corporations

THE AZUR AT METROWEST CONDOMINIUM ASSOCIATION, INC.  
950 MARKET PROMENADE AVE - STE 2200  
LAKE MARY, FL 32746

The Articles of Incorporation for THE AZUR AT METROWEST CONDOMINIUM ASSOCIATION, INC. were filed on April 6, 2006, and assigned document number N06000003838. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H06000091613.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at [www.irs.ustreas.gov](http://www.irs.ustreas.gov).

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Tammy Hampton  
Document Specialist  
New Filings Section  
Division of Corporations

Letter Number: 606A00023622

P.O BOX 6327 - Tallahassee, Florida 32314

**ARTICLES OF INCORPORATION**  
**OF**  
**THE AZUR AT METROWEST CONDOMINIUM ASSOCIATION, INC.**

THE UNDERSIGNED INCORPORATOR, for the purpose of forming a corporation under the laws of the State of Florida, hereby adopts the following:

**ARTICLE I. NAME AND LOCATION**

The name of the corporation shall be THE AZUR AT METROWEST CONDOMINIUM ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "Corporation," and its principal place of business shall be 950 Market Promenade Avenue, Suite 2200, Lake Mary, FL 32746.

**ARTICLE II. PURPOSE AND POWERS**

Section 1. Purpose. The purpose for which the Corporation is organized is to provide an entity for the operation and governance of The Azur at Metrowest, A Condominium (the "Condominium"), located upon lands in Orange County, Florida, said property being described in the duly recorded Declaration of Condominium applicable thereto ("Declaration").

The Corporation shall not be operated for profit and shall make no distribution of income to its members, directors, or officers.

Section 2. Powers. The Corporation shall have all of the common-law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of these Articles.

The Corporation shall have all of the powers and duties contemplated in the Declaration and the Florida Condominium Act together with all of the powers and the duties reasonably necessary to operate the Condominium pursuant to the Declaration as it may be amended from time to time, and such other documents or agreements that may exist from time to time pertaining to the Condominium. The powers and duties, which the By-Laws may set forth in more detail, shall include, but shall not be limited to, the following specific powers and duties:

- (a) To make and collect Assessments against members as Unit Owners to defray the costs, expenses and losses of the Condominium, and to make such other Special Assessments against one or more Unit Owners as the Declaration shall provide, and to enforce such levy of Assessments through a lien and the foreclosure thereof or by other action pursuant to the Declaration.
- (b) To use the proceeds of the Assessments in the exercise of its powers and duties, and as provided in the Declaration.
- (c) To maintain, repair, replace and operate the Condominium Property.
- (d) To purchase insurance and enter into contracts for services, utilities and other purposes as may be deemed appropriate.
- (e) To reconstruct improvements after casualty and further improve the Condominium.
- (f) To make and amend reasonable rules and regulations.

- (g) To perform such functions as may be specified in the Declaration and the By-Laws.
- (h) To enforce by legal means the provisions of the Florida Condominium Act, the Declaration, these Articles, the By-Laws of the Corporation and such rules and regulations as may be promulgated.
- (i) To employ personnel to perform the services required for proper operation of the Condominium.
- (j) To lease, maintain, repair and replace the Common Elements.
- (k) To acquire or enter into agreements acquiring leaseholds, memberships or other possessory or use interests in lands or facilities and to pay the rental, membership fees, operational, replacement and other expenses as Common Expenses.
- (l) To purchase a Unit or Units of the Condominium for any purpose and to hold, lease, mortgage or convey such Unit(s) on terms and conditions approved by the Board of Directors.
- (m) To exercise such other power and authority to do and perform every act and thing necessary and proper in the conduct of its business for the accomplishment of its purposes as set forth herein and as permitted by the applicable laws of the State of Florida.
- (n) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Corporation in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and other sums due from Unit Owners, preparation of records, enforcement of rules, and maintenance, repair and the replacement of the Common Elements with funds as shall be made available by the Corporation for such purposes. The Corporation and its officers shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Corporation.

### **ARTICLE III. DEVELOPER**

THE AZUR AT METROWEST, LLC, a Delaware limited liability company authorized to do business in Florida, shall make and declare or has made and declared a certain Declaration submitting to condominium ownership certain property described therein under the terms, covenants, and conditions expressed more fully therein; the Condominium is to be known as THE AZUR AT METROWEST, A CONDOMINIUM.

### **ARTICLE IV. TERM**

The term for which this Corporation shall exist shall be perpetual.

### **ARTICLE V. INCORPORATOR**

The name and street address of the incorporator of this Corporation is as follows:

Robert S. Freedman  
 Carlton Fields, P.A.  
 Corporate Center Three at International Plaza  
 4221 West Boy Scout Boulevard, Suite 1000  
 Tampa, Florida 33607

#### **ARTICLE VI. OFFICERS**

The officers of the Corporation shall be a President, Vice President, Secretary and Treasurer and such other officers as the Board of Directors may from time to time determine. Except as may be otherwise provided in the By-Laws, the officers of this Corporation shall be elected for a term of one (1) year, and until a successor shall be elected and qualified, by the Board of Directors at their annual meeting and in accordance with the provisions provided therefor in the By-Laws of the Corporation. Until transfer of the control of the Corporation to the Unit Owners other than the Developer has been accomplished, the officers need not be directors or members.

The names and addresses of the persons who shall serve as the first officers are:

<b>Title</b>	<b>Name</b>	<b>Address</b>
President	Brian K. McClure	950 Market Promenade Avenue, Suite 2200 Lake Mary, Florida 32746
Vice President	Tim Johnson	950 Market Promenade Avenue, Suite 2200 Lake Mary, Florida 32746
Secretary/ Treasurer	Tracy Saffros	5925 Carnegie Blvd. Charlotte, NC 28209

#### **ARTICLE VII. DIRECTORS**

The affairs of the Corporation shall be managed by a Board of Directors composed of not less than three (3) directors. Until control of the Corporation is transferred to Unit Owners other than the Developer, the Developer shall be entitled to designate non-member directors to the extent permitted by the Florida Condominium Act. Except for non-member directors appointed by the Developer, all directors shall be elected at the annual membership meeting of the Association.

The first Board of Directors shall be comprised of three (3) persons who shall serve until their respective successors are elected (or designated) and qualified. The names and addresses of the members of the Board of Directors who shall serve as the first Directors are:

<b>Name</b>	<b>Address</b>
Brian K. McClure	950 Market Promenade Avenue, Suite 2200 Lake Mary, Florida 32746
Tim Johnson	950 Market Promenade Avenue, Suite 2200 Lake Mary, Florida 32746
Tracy Saffros	5925 Carnegie Blvd. Charlotte, NC 28209



Notwithstanding anything in these Articles of Incorporation, or the By-Laws to the contrary, the Developer shall be entitled to elect or designate from time to time all or a part of the directors that will manage the affairs of the Corporation until such time as the Developer is no longer entitled to elect or designate directors or a director pursuant to the Condominium Act in effect on the date of the creation of the Corporation. The Developer shall be entitled to elect or designate all of the directors of the Corporation as long as members other than the Developer own less than 15% of the Units that will be operated ultimately by the Corporation. Unit Owners other than the Developer, at such time as such Unit Owners own 15% or more of the Units in the Condominium, are entitled to elect not less than one-third of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors (a) 3 years after 50% of the Units in the Condominium have been conveyed to purchasers; (b) 3 months after 90% of the Units in the Condominium have been conveyed to purchasers; (c) when all the Units that will be operated ultimately by the Corporation have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; (d) when some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or (e) 7 years after recordation of the Declaration. After such time that the members other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors, the Developer shall be entitled to elect at least one member of the Board of Directors (unless such right is waived in writing by the Developer in its discretion) as long as the Developer holds for sale in the ordinary course of business at least 5% of the Units.

#### **ARTICLE VIII. BY-LAWS**

The initial By-Laws of the Corporation shall be attached as an exhibit to the Declaration and shall be adopted by the first Board of Directors.

#### **ARTICLE IX. MEMBERS**

Membership in the Corporation shall automatically consist of and be limited to all of the record Owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Corporation and said membership is to become vested in the transferee. If Unit ownership is vested in more than one person then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but the Owner(s) of each Unit shall only be entitled to one (1) vote as a member of the Corporation. The manner of designating voting members and exercising voting rights shall be determined by the By-Laws.

#### **ARTICLE X. AMENDMENTS**

Amendments to these Articles of Incorporation shall be made in the following manner:

(a) The Board of Directors shall adopt a resolution setting forth the proposed amendment and, if there are members of the Corporation, the Board shall direct that it be submitted to a vote at a meeting of the members, which may be either the annual or a special meeting. If there are no members of the Corporation, the amendment shall be adopted by a vote of the majority of directors and the provisions for adoption by members shall not apply.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon within the time and

in the manner provided herein for the giving of notice of meetings of members. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

(c) At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all members of the Corporation entitled to vote thereon.

No amendment to these Articles of Incorporation shall be made which affects any of the rights and privileges provided to the Developer in the Condominium Documents without the written consent of the Developer.

#### **ARTICLE XI. PRINCIPAL PLACE OF BUSINESS**

The principal place of business of the Corporation shall be 950 Market Promenade Avenue, Suite 2200, Lake Mary, Florida 32746, or at such other place or places as may be designated from time to time.

#### **ARTICLE XII. REGISTERED OFFICE AND AGENT**

The street address of the initial registered office of the corporation and the name of the initial registered agent at that address are:


CFRA, LLC  
Registered Agent Services  
Corporate Center Three at International Plaza  
4221 West Boy Scout Boulevard, Suite 1000  
Tampa, Florida 33607

#### **ARTICLE XIII. INDEMNIFICATION**

The Corporation shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Corporation, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceedings to be liable for or guilty of gross negligence or willful misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF**, the subscribing Incorporator has hereunto set his hand and seal and caused these Articles of Incorporation to be executed this 6<sup>th</sup> day of April, 2006.

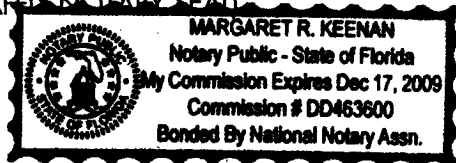
  
ROBERT S. FREEDMAN, Incorporator

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of April, 2006, by ROBERT S. FREEDMAN, being known to me to be the person who executed the foregoing Articles of Incorporation of THE AZUR AT METROWEST CONDOMINIUM ASSOCIATION, INC. He is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)



  
(Signature)

Name: \_\_\_\_\_

(Legibly Printed)


Notary Public, State of Florida

\_\_\_\_\_  
(Commission Number, if any)

**ACCEPTANCE OF DESIGNATION OF REGISTERED AGENT**

The undersigned, having been named as the Registered Agent for THE AZUR AT METROWEST CONDOMINIUM ASSOCIATION, INC., hereby accepts the appointment as Registered Agent and agrees to act in such capacity. The undersigned further agrees to comply with the provisions of all statutes relating to the proper and complete performance of his duties and is familiar with and accepts the obligations of his position as registered agent.

CFRA, LLC, a Florida limited liability company

By:   
Robert S. Freedman

**EXHIBIT NO. 3 TO DECLARATION OF CONDOMINIUM**

TPA#1654754.2

**BY-LAWS OF  
THE AZUR AT METROWEST CONDOMINIUM ASSOCIATION, INC.**

**ARTICLE I: NAME, LOCATION AND DEFINITIONS**

**Section 1.    Name.** THE AZUR AT METROWEST CONDOMINIUM ASSOCIATION, INC. ("Association") is a not-for-profit corporation, organized and existing pursuant to the laws of the State of Florida, for purposes of operating and administering The Azur at Metrowest, A Condominium located in Orlando, Florida ("Condominium").

**Section 2.    Location.** The principal office of the Association shall be at 950 Market Promenade Avenue, Suite 2200, Lake Mary, Florida 32746, or at such other place as may be subsequently designated by the Board of Directors of the Association.

**Section 3.    Definitions.** As used herein, the word "Condominium Association" shall be the equivalent of "Association," as defined in the Declaration of Condominium ("Declaration") to which these By-Laws are attached, and all other terms used herein shall have the same definitions as attributed to them in said Declaration. As used herein, in the Declaration, or in the Florida Condominium Act ("Condominium Act"), the terms "Board of Directors" and "Board of Administration" shall be synonymous.

**ARTICLE II: MEMBERSHIP AND VOTING PROVISIONS**

**Section 1.    Membership in the Association.** Membership in the Association shall be limited to Owners of Units in the Condominium. Transfer of Unit ownership, either voluntary or by operation of law, shall terminate membership in the Association, and said membership shall become vested in the transferee. If Unit ownership is vested in more than one person, then all of the persons so owning said Unit shall be members eligible to hold office, attend meetings, etc., but, as hereinafter indicated, the vote of a Unit shall be cast by the "voting member." If Unit ownership is vested in a corporation, said corporation may designate an individual as its "voting member."

Any application for the transfer of membership, or for a conveyance of an interest in, or to encumber or lease a Condominium Parcel, where the approval of the Board of Directors is required by these By-Laws and the Declaration shall be accompanied by an application fee in an amount to be set by the Association, to cover the cost of contacting the references given by the applicant, and such other costs of investigation that may be incurred.

**Section 2.    Voting.**

(A)       The Owner of a Unit shall be entitled to one (1) vote for each Unit owned. If a Unit Owner owns more than one (1) Unit, such Owner shall be entitled to one (1) vote for each Unit owned. The vote of a Unit shall not be divisible.

(B)       A majority of the members who are present in person or by proxy pursuant to applicable Florida law and are entitled to vote under Section 5 of this Article at a meeting at which a quorum is present shall decide any question (except the election of members of the Board of Directors, which must be by written ballot or voting machine), unless the Declaration, Articles of Incorporation, or these By-Laws, provides otherwise, in which event the voting percentage required in said documents shall control.

**Section 3. Quorum.** The presence in person, or by limited or general proxy pursuant to applicable Florida law, of a majority of the members entitled to vote under Section 5 hereof shall constitute a quorum.

**Section 4. Proxies.** Votes may be cast in person or may be cast by limited or general proxy in certain circumstances in accordance with applicable Florida law. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the secretary or the Management Firm prior to the meeting in which they are to be used. Proxies shall be valid only for the particular meeting designated therein. Where a Unit is owned jointly by a husband and wife, and if they have not designated one of them as a voting member, a proxy must be signed by both husband and wife where a third person is designated.

**Section 5. Designation of Voting Member.** If a Unit is owned by one person, such Owner's right to vote shall be established by the recorded title to the Unit. If a Unit is owned by more than one (1) person, the person entitled to cast the vote for the Unit shall be designated in a certificate, signed by all of the recorded Owners of the Unit and filed with the secretary of the Association. If a Unit is owned by a corporation, the individual entitled to cast the vote of the Unit for the corporation shall be designated in a certificate for this purpose, signed by the president or vice president, attested to by the secretary or assistant secretary of such corporation, and filed with the secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Unit shall be known as the "voting member." If such a certificate is required and is not filed with the secretary of the Association for a Unit owned by more than one (1) person or by a corporation, the vote of the Unit concerned may not be cast and shall not be considered in determining the requirement for a quorum or for any purpose requiring the approval of a person entitled to cast the vote for the Unit. Unless the certificate shall otherwise provide, such certificates shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Unit concerned. Notwithstanding the foregoing, if a Unit is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(A) They may, but they shall not be required to, designate a voting member by certificate.

(B) If they do not designate a voting member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

(C) Where they do not designate a voting member, and only one (1) is present at a meeting, the person present may cast the Unit vote, just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

### **ARTICLE III: MEETINGS OF THE MEMBERSHIP**

**Section 1. Place.** All meetings of the Association membership shall be held at such place and at such time as shall be designated by and stated in the notice of the meeting.

**Section 2. Notices.** It shall be the duty of the secretary to (a) mail, hand deliver or electronically transmit a written notice of each annual or special meeting, stating the time and place thereof and an identification of agenda items to each Unit Owner of record at least fourteen (14) but not more than thirty (30) days prior to such meeting, and (b) post at a conspicuous place on the property a copy of the notice of said meeting at least fourteen (14) continuous days preceding said meeting (in the alternative to posting, or as an addition to posting, the Association may, in accordance with reasonable rules

promulgated in accordance with these By-Laws, post and repeatedly broadcast the notice and the agenda on a closed-circuit cable television system, in accordance with the applicable provisions of Section 718.112, Florida Statutes). Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed, hand delivered or electronically transmitted to the address of the Unit Owner last furnished to the Association and shall be posted and/or broadcast as hereinbefore set forth. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed, hand delivered or electronically transmitted in accordance with this section, to each Unit Owner at the address last furnished to the Association. Notices of meetings of the membership may be delivered by electronic transmission to Owners who consent to receive notice in such manner.

**Section 3. Annual Meeting.** The annual meeting for the purpose of electing directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. Notice of such meeting shall be provided in accordance with applicable provisions of Section 718.112, Florida Statutes. At the annual meeting, the members shall elect, by plurality vote, a Board of Directors and shall transact such other business as may have been stated in the notice for said meeting. The election of the Board of Directors at the annual meeting shall be conducted in accordance with applicable provisions of Chapter 718, Florida Statutes. Cumulative voting shall be prohibited.

**Section 4. Special Meeting.** Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the president, and shall be called by the president or secretary at the request in writing of a majority of the Board of Directors. Except for the purpose of removing a director governed by the provisions of Section 2 of Article IV hereof, a special meeting must be called by the president or secretary upon the request in writing of voting members representing ten percent (10%) of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the matters stated in the notice thereof.

**Section 5. Waiver and Consent.** Any approval by Unit Owners called for by the Condominium Act, the Declaration or these By-Laws shall be made at a duly noticed meeting of Unit Owners and shall be subject to all requirements of the Condominium Act or the Declaration relating to Unit Owner decision making, except that Unit Owners may take action by written agreement, without meetings, on any matters for which the vote of members at a meeting is required or permitted by any provision of these By-Laws, or on matters for which action by written agreement without meeting is expressly allowed by the Declaration, or any Florida Statute which provides for Unit Owner action.

**Section 6. Adjourned Meeting.** If any meeting of members cannot be organized because a quorum of voting members is not present, either in person or by proxy, the meeting may be adjourned from time to time until a quorum is present.

**Section 7. Approval or Disapproval of Matters.** The approval or disapproval of a Unit Owner upon any matter, whether or not the subject of an Association meeting, shall be by the voting members; provided, however, that where a Unit is owned jointly by a husband and wife, and they have not designated one of them as a voting member, their joint approval or disapproval shall be required where they are both present, or in the event only one is present, the person present may cast the vote without establishing the concurrence of the absent person.

**Section 8. The Management Firm Under the Management Agreement.** The Management Firm, as long as the Management Agreement remains in effect, shall be entitled to notice of

all Association meetings, and shall be entitled to attend the Association's meetings, and it may designate such person(s) as it desires to attend such meetings on its behalf.

#### **ARTICLE IV: DIRECTORS**

**Section 1. Number, Term and Qualifications.** The affairs of the Association shall be governed by a Board of Directors, serving without compensation, composed of not less than three (3) nor more than nine (9) directors. There shall never be less than three (3) directors. The first Board named in the Articles of Incorporation, and their successors prior to transfer of control of the Board to the non-Developer members, shall be appointed by the Developer and need not be members of the Association. The term of each director's service shall extend until such director's successor is duly elected and qualified, or until removed in the manner provided herein. At the meeting of the members at which transfer of control of the Association to the non-Developer members occurs, a simple majority of directors shall be elected for a term of office to end at the second subsequent annual meeting of the members of the Association, and the remaining directors shall be elected for a term of office to end at the subsequent annual meeting of the members of the Association. Following the initial election of non-Developer members, subsequent elections to the Board shall be for a two (2) year term of office, unless otherwise provided herein. All officers of a corporation owning a Unit shall be deemed to be members of the Association so as to qualify each to become a director hereof.

**Section 2. Removal of Directors.** Any removal of a director or directors of the Board by recall shall be done in accordance with the provisions of Section 718.112(2)(j), Florida Statutes, the rules promulgated thereunder, or in accordance with any other applicable provisions of the Condominium Act.

**Section 3. Vacancies on Directorate.** If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification or otherwise or should a vacancy be created by an enlargement of the Board or should a director be removed by the procedure of Section 3 of this Article and a successor not be elected at the meeting, a majority of the remaining directors, though less than a quorum, shall choose a successor or successors, who shall hold office until the next regularly-scheduled election of directors. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors. Notwithstanding the above, only the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by the Developer, in which case a quorum for purposes of that election shall consist of a majority of Units owned by the Developer. Only Unit Owners other than the Developer may elect to fill a vacancy on the Board previously occupied by a Board member elected or appointed by Unit Owners other than the Developer.

**Section 4. Disqualification and Resignation of Directors.** Any director may resign at any time by sending a written notice of such resignation to the secretary of the Association. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the secretary. Commencing with the directors elected by the Unit Owners other than the Developer, the transfer of title of the Unit owned by a director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors.

**Section 5. Regular Meetings.** The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings (which shall specifically incorporate an identification of agenda items) shall, nevertheless, be given to each director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes.



**Section 6. Special Meetings.** Special meetings of the Board of Directors may be called by the president, and in his absence, by the vice president or secretary, or by a majority of the members of the Board of Directors, by giving five (5) days' notice, in writing which shall specifically incorporate an identification of agenda items, to all of the members of the Board of Directors of the time and place of said meeting and shall be posted in accordance with the procedures of Section 718.112, Florida Statutes, the rules promulgated thereunder or in accordance with any other applicable provisions of the Condominium Act. All notices of special meetings shall state the purpose of the meeting.

**Section 7. Directors' Waiver of Notice.** Before or at any meeting of the Board of Directors, any director may waive notice of such meeting and such waiver shall be deemed equivalent to the giving of notice. Attendance by a director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 8. Quorum.** At all meetings of the Board of Directors, a majority of the directors constitute a quorum for the transaction of business, and the acts of the majority of the directors present at such meetings at which a quorum is present, shall be the acts of the Board of Directors. A director may be considered present at a meeting if attending by telephone via conference call with the remaining members of the Board. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At such adjourned meeting as properly noticed pursuant to applicable Florida law, and provided a quorum is then present, any business which might have been transacted at the meeting, as originally called, may be transacted.

**Section 9. Notice of Board Meetings.** All Board meetings, regular or special, shall be properly noticed pursuant to applicable Florida law (which may include delivery of notices by electronic transmission to Owners who consent to receive notice in such manner).

**Section 11. Powers and Duties.** The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all such acts and things as are not by law or by the Declaration, or these By-Laws, directed to be exercised and done by Unit Owners. These powers shall specifically include, but shall not be limited to, the following:

(A) To exercise all powers specifically set forth in the Declaration, the Articles of Incorporation, these By-Laws, and in the Condominium Act, and all powers incidental thereto.

(B) To adopt a budget and make and collect Assessments (including Special Assessments), enforce a lien for nonpayment thereof, and use and expend the Assessments to carry out the purposes and powers of the Association, subject to the provisions of the Declaration to which these By-Laws are attached and, where applicable, recognizing obligations of the Association contained in the provisions of said Declaration. The Board of Directors shall also have the power to levy a fine against the Owner of a Unit for the purposes specified in the Declaration.

(C) To employ, dismiss and control the personnel necessary for the maintenance and operation of the Condominium, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises, subject to any applicable provisions of the Declaration.

(D) To make and amend regulations respecting the operation and use of the Common Elements and Condominium Property and facilities, and the use and maintenance of the Units therein.

(E) To contract for the management and maintenance of the Condominium Property and to authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and other sums due from Unit Owners, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association, its directors and officers shall, however, retain at all times the powers and duties granted by the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

(F) To enter into agreements acquiring leaseholds, memberships or other possessory or use interests regarding recreation area(s) and facilities for the use and enjoyment of the members of the Association as provided for in the Declaration.

(G) To further improve the Condominium Property, both real and personal, and the right to purchase realty and items of furniture, furnishings, fixtures and equipment for the foregoing, and the right to acquire and enter into agreements pursuant to the Condominium Act, subject to the provisions of the Declaration and these By-Laws.

(H) To enter into such agreements or arrangements, as deemed appropriate, with such firms or companies as it may deem for and on behalf of the Unit Owners to provide certain services and/or maintenance otherwise the individual responsibility of the Unit Owners and to increase the Assessments due or otherwise charge each Unit Owner a share of the amount charged for said maintenance and service.

(I) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management and affairs and business of the Association. Such committee shall consist of at least three (3) members of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors, and said committee(s) shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

**Section 12. Proviso.** The validity of any delegation of power and/or duty by the Board of Directors, as hereinbefore provided, shall not affect the remainder of said delegations, or the other provisions of these By-Laws or the Condominium Documents and its exhibits.

## **ARTICLE V: OFFICERS**

**Section 1. Elective Officers.** The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors and shall serve without compensation. One (1) person may not hold more than one (1) of the aforementioned offices, except one (1) person may be both Secretary and Treasurer. The President and Vice President shall be members of the Board of Directors. Notwithstanding the foregoing, the restriction as to one (1) person holding only one (1) of the aforementioned offices or the President and Vice President being members of the Board of Directors shall not apply until control of the Association shall be transferred to the Unit Owners other than the Developer.

**Section 2. Election.** The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members. Officers may be elected by secret ballot pursuant to applicable Florida law.

**Section 3. Appointive Officers.** The Board may appoint assistant secretaries and assistant treasurers, and such other officers as the Board of Directors deems necessary.

**Section 4. Term.** The officers of the Association shall hold office until their successors are chosen and qualified in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors; provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

**Section 5. The President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Unit Owners and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts to perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

**Section 6. The Vice President.** The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors of the Association.

**Section 7. The Secretary.** The Secretary shall issue notices of all Board of Directors, meetings and all meetings of the Unit Owners; he shall attend and keep the minutes of same; he shall have charge of all of the Association's books, records and papers, including roster of members and mortgagees except those kept by the Treasurer. If appointed, an assistant secretary shall perform the duties of the Secretary when the Secretary is absent.

**Section 8. The Treasurer.**

(A) The Treasurer shall have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association, and shall deposit all monies and other valuable effects in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each Unit in the Condominium which shall designate the name and current mailing address of the Unit owner, the amount of each Assessment levied against such Unit, the dates and amounts in which the Assessment came due, the amount paid upon the account and the balance due.

(B) The Treasurer shall disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these By-Laws, making proper vouchers for such disbursements, and shall render to the President and Board of Directors at the regular meetings of the Board of Directors, or whenever they may require it, an account of all of his transactions as the Treasurer and of the financial condition of the Association.

(C) The Treasurer shall collect the Assessments and shall promptly report the status of collections and of all delinquencies to the Board of Directors and, when requested, to the Management Firm and Developer.

(D) The Treasurer shall give status reports to potential transferees on which reports the transferees may rely.

(E) If appointed, an assistant treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

**Section 9. Proviso.** Notwithstanding any provisions to the contrary in these By-Laws, the Management Firm, when providing services pursuant to the Management Agreement concerning the Association, shall maintain separate accounting records for the Association, shall keep such records according to good accounting practices, shall open such records for inspection by Unit Owners or their authorized representatives at reasonable times, and shall supply written summaries of such records at least annually to the Unit Owners or their authorized representatives pursuant to Section 7 of Article VIII.

## **ARTICLE VI: FINANCES AND ASSESSMENTS**

**Section 1. Depositories.** The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association; provided, however, that the provisions of the Management Agreement between the Association and the Management Firm relative to the subject matter in this Section 1 shall supersede the provisions hereof. The foregoing is further subject to the applicable provisions under the Declaration.

**Section 2. Fidelity Bonds.** The President, Secretary, Treasurer and all other officers who are authorized to sign checks, and all officers and employees of the Association who control or disburse funds of the Association, and any contractor handling or responsible for Association funds, shall be bonded as required by the Condominium Act. The amount of the bond shall be determined by the Board of Directors but in no event shall be less than the maximum funds that will be in the custody of the Association or the management Firm at any one time. The premiums on such bonds shall be paid by the Association. The cost of bonding an employee of the Management Firm may be reimbursed by the Association.

**Section 3. Fiscal Or Calendar Year.** The Association shall be on a calendar year basis beginning on the first day of January each year. Notwithstanding the foregoing, the Board of Directors is authorized to change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed by the Internal Revenue Code of the United States of America as such time as the Board of Directors deems it advisable. The setting of a fiscal year, as provided herein, shall not affect the applicable provisions of Article III, Section 3, of these By-Laws requiring an annual meeting in each calendar year.

### **Section 4. Determination of Assessments.**

(A) The Board of Directors shall fix and determine from time to time the sum or sums necessary and adequate for the Common Expenses of the Condominium. Common Expenses shall include expenses for the operation, maintenance, repair or replacement of the Common Elements and the Limited Common Elements (to the extent same are required to be maintained by the Association), cost of carrying out the powers and duties of the Association, all insurance premiums and expenses relating thereto, including fire insurance and extended coverage, obligations of the Association pursuant to the Declaration, water and sewer and any other expenses designated as Common Expenses from time to time by the Board of Directors, or under the provisions of the Declaration. The Board of Directors is specifically empowered, on behalf of the Association, to make and collect Assessments and to lease, maintain, repair and replace the Common Elements and Limited Common Elements of the Condominium. However, the Association shall not charge any fee against a Unit Owner for the use of Common Elements or Association property unless

such use is the subject of a lease between the Association and the Unit Owner. Funds for the payment of Common Expenses shall be assessed against the Unit Owners in the proportions or percentages of sharing Common Expenses as provided in the Declaration and exhibits attached thereto. Said Assessments shall be payable monthly in advance and shall be due on the first (1st) day of each month in advance unless otherwise ordered by the Board of Directors. Special Assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for General Assessments and shall be payable in the manner determined by the Board of Directors.

(B) All funds due from Unit Owners not as Common Expenses, including sums due as users of cable television service or pursuant to other applicable agreements or arrangement pertaining to all or substantially all Units, may be collected by the Association, or its agents.

(C) An annual budget and level of Assessment for Common Expenses sufficient to fund such budget shall be proposed and adopted by the Board of Directors. The Board shall mail, or cause to be mailed, to each Unit Owner a notice of the Board of Directors meeting at which the budget will be considered not less than 14 days prior to said meeting. Such notice shall include a copy of the proposed annual budget and Assessment as well as the time and place for the meeting which shall be open to the Unit Owners. If the Association shall fail for any reason to adopt a budget and authorize an Assessment prior to the beginning of the new fiscal year, the budget and assessment for the previous year shall be increased by 15% and shall continue in effect until changed by the Association.

If the adopted budget requires an assessment against the Unit Owners in any fiscal year exceeding 115% of the assessments for the preceding year, the Board, upon written application of 10% of the Unit Owners to the Board received within 21 days of the passage of such adopted budget, shall call a special meeting of the Unit Owners within 60 days of such written application of the budget. At this special meeting, Unit Owners shall consider and enact a budget upon the vote of the members representing a majority of all Units. If a special meeting of the Unit Owners has been called pursuant to this section and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board shall go into effect as scheduled. In determining whether Assessments exceed 115% of similar Assessments in the preceding year, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis, or assessments for betterments to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal year's Assessment without prior approval of the members representing a majority of all Units.

(D) All Assessments and other expenses related thereto shall be paid to the Association and delivered to the Treasurer of the Association, subject, however, to the provisions of the Management Agreement for as long as it shall remain in effect providing for collection of such Assessments and specific charges directly by the Management Firm, and also subject to any specific applicable provisions in the Declaration.

**Section 5. Application of Payments and Commingling of Funds.** Reserve and operating funds collected by the Association, or by an Association-designated Management Firm as long as a Management Agreement shall be in effect, may not be commingled in a single fund for purposes of investment unless otherwise permitted by the Florida Condominium Act, in which event any decision to commingle funds must be made by the Association or such Management Firm as long as the Management Agreement remains in effect, or thereafter as the Board of Directors determines in its sole discretion. All Assessment payments collected shall be applied (1) pursuant to the applicable provisions of the Declaration, or (2) as provided by a Management Agreement as long as the Management Agreement remains in effect,

or thereafter, as the Board of Directors determines in its sole discretion. All funds shall be maintained in a separate account in the name of the Association. If so designated by the Board, a Management Firm shall maintain separate accounting records for each condominium it manages pursuant to the provisions of such Management Agreement and the Florida Condominium Act.

**Section 6. Acceleration of Assessment Installments Upon Default.** If a Unit Owner shall be in default in the payment of an installment upon any Assessment, an Association-designated Management Firm or the Board of Directors may accelerate the monthly installment for the next three (3) months upon notice thereof to the Unit Owner and, thereupon, the unpaid installments of the Assessment together with the monthly Assessments for the next three months shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Unit Owner. The acceleration of installments may be repeated at the end of each three (3) month period thereafter if at the end of such period there remains any sums due and unpaid.

## **ARTICLE VII: UNAUDITED FINANCIAL STATEMENTS**

In addition to any reporting requirements contained in Chapter 718, Florida Statutes, or any applicable provision of Florida law, the Board, or its agents, shall (1) render to the members of the Association an unaudited statement for each fiscal year no later than four (4) months next thereafter, and (2) perform internal audits of the Association's financial records for the purpose of verifying the same but no independent or external audit shall be required of it.

## **ARTICLE VIII: COMPLIANCE AND DEFAULT**

**Section 1. Violations.** In the event of a violation (other than the non-payment of an Assessment) by the Unit Owner in any of the provisions of the Declaration, of these By-Laws, or of the applicable portions of the Condominium Act, the Association, by direction of its Board of Directors, may notify the Unit Owner by written notice of said breach, transmitted by mail or delivered in person. If such violation shall continue for a period of thirty (30) days from the date of the notice in the case of violations involving alterations and structural changes to the Unit and five (5) days from the date of the notice in the case of all other violations, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable and material breach of the Declaration, of the By-Laws, or of the pertinent provisions of the Condominium Act, and the Association may then, at its option, have the following elections:

(A) An action at law to recover for its damage on behalf of the Association or on behalf of the other Unit Owners;

(B) An action in equity to enforce performance on the part of the Unit Owner; or

(C) An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from date of a written request, signed by a Unit Owner, sent to the Board of Directors, shall authorize any Unit Owner to bring an action in equity or suit at law on account of the violation in the manner provided for in the Condominium Act.

**Section 2. Fines.** In addition to the remedies as identified in Section 1 above, the Association may levy a fine not to exceed the maximum amount allowed by Chapter 718, Florida Statutes,

against any Owner, Occupant, resident, guest or invitee, for failure to abide by any provisions of the Declaration, these By-Laws or the rules of the Association. No fine will become a lien against a Unit. A fine may be levied on the basis of a continuing violation, with a single notice and an opportunity for a hearing, provided that no such fine shall exceed the maximum aggregate amount allowed under Chapter 718, Florida Statutes. No fine may be levied except after giving reasonable notice and an opportunity for a hearing, to be held not less than fourteen (14) days after reasonable notice, to the Owner, Occupant, resident, guest or invitee. Reasonable notice shall include: a statement of the date, time and place of the hearing; a statement as to the provisions of the Declaration, these By-Laws or the rules of the Association which have allegedly been violated; and a short and plain statement of the matters asserted by the Association.

A hearing shall be held before a committee of other Unit Owners. At the sole discretion of the Board of Directors, this committee may be either a standing committee appointed by the Board of Directors for the purpose of addressing all fine situations, or a committee appointed by the Board of Directors for the particular hearing. At such hearing, the party against whom the fine may be levied shall have the opportunity to respond to, to present evidence relating to, and to provide written and oral argument on all issues involved, and shall have an opportunity to review, challenge and respond to any material considered by the committee. A fine may not be levied if more than seventy-five percent (75%) of the members of the committee disagree with such fine. The notice and hearing procedures shall also satisfy any other requirements of Chapter 718, Florida Statutes, or the regulations promulgated thereunder.

**Section 3. Negligence or Carelessness of Unit Owner, Etc.** Any Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by such Owner's act, neglect or carelessness, or by that of any member of such Owner's 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. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance company of rights of subrogation.

**Section 4. Costs and Attorneys' Fees.** In any proceeding brought by the Association pursuant to this Article, the Association, if it is the prevailing party, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the court.

**Section 5. No Waiver of Rights.** The failure of the Association or of a Unit Owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or Unit Owner to enforce such right, provision, covenant or condition in the future.

**Section 6. Election of Remedies.** All rights, remedies and privileges granted to the Association or Unit Owner pursuant to any terms, provisions, covenants or conditions of the Condominium documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by Condominium Documents, or at law or in equity.

#### **ARTICLE IX: ACQUISITION OF UNITS**

At any foreclosure sale of a Condominium Parcel, the Board of Directors may, with the authorization and approval by the affirmative vote of voting members casting not less than seventy-five percent (75%) of the total votes of the members present at any regular or special meeting of the members wherein said matter is voted upon, acquire in the name of the Association or its designee a Condominium

Parcel being foreclosed. The term "foreclosure," as used in this section, shall mean and include any foreclosure of any lien, excluding the Association's lien for Assessments. The power of the Board of Directors to acquire a Condominium Parcel at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the Board of Directors or of the Association to do so at any foreclosure sale. The provisions hereof are permissive in nature and for the purpose of setting forth the power in the Board of Directors to do so should the requisite approval of the voting members be obtained. Once general authority to purchase a Condominium Parcel at a foreclosure sale is obtained, the Board of Directors shall not be required to obtain the specific approval of Unit Owners regarding the sum the Board of Directors determines to bid at such foreclosure sale unless the limit of such authority has been established in the original authorization.

#### **ARTICLE X: AMENDMENTS TO THE BY-LAWS**

The By-Laws may be altered, amended or added to at any duly called meeting of the Unit Owners, provided:

- (A) Notice of the meeting shall contain a statement of the proposed amendment.
- (B) If the amendment has received the unanimous approval of the full Board of Directors, then it shall be approved upon the affirmative vote of two-thirds (2/3) of the votes cast at a meeting called for such purpose.
- (C) If the amendment has not been approved by the unanimous vote of the Board of Directors, then the amendment shall be approved by the affirmative vote of three-fourths (3/4) of the votes cast at a meeting called for such purpose.
- (D) Said amendment shall be recorded and certified as required by the Condominium Act.
- (E) Notwithstanding the foregoing, these By-Laws may only be amended with the written approval when required of the parties specified in Article VII of the Declaration to which these By-Laws are attached.
- (F) No amendment to these By-Laws shall be made which affects any of the rights and privileges provided to the Developer in the Condominium Documents without the written consent of the Developer.

#### **ARTICLE XI: NOTICES**

Whatever notices are required to be sent hereunder shall be posted, delivered or sent in accordance with the applicable provisions as to same as set forth in the Declaration to which these By-Laws and other exhibits are attached.

#### **ARTICLE XII: INDEMNIFICATION**

The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding to be liable for or guilty of gross negligence or willful



misconduct. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

#### **ARTICLE XIII: LIABILITY SURVIVES TERMINATION OF MEMBERSHIP**

The termination of membership in the Association shall not relieve or release any such former Owner or member from any liability or obligations incurred under or in any connected with the Condominium and/or the Association during the period of such ownership and membership, or impair any rights or remedies which the Association may have against such former Owner and member arising out of or in any connected with such ownership and membership, and the covenants and obligations incident thereto.

#### **ARTICLE XIV: LIMITATION OF LIABILITY**

Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable for injury or damage by a latent condition in the Condominium Property, nor for injury or damage caused by the elements or by other Owners or persons.

#### **ARTICLE XV: PARLIAMENTARY RULES**

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association's meetings when not in conflict with the Condominium Act, the Declaration, or these By-Laws.

#### **ARTICLE XVI: MORTGAGE REGISTER**

The Association, or its agents, may maintain a register of all mortgages and at the request of a mortgagee, the Association shall forward copies of all notices for unpaid Assessments or violations served upon a Unit Owner to said mortgagee. If a register is maintained, the Association, or its agent, maintaining same may make such charge as it deems appropriate against the applicable Unit for supplying the information provided herein.

#### **ARTICLE XVII: RULES AND REGULATIONS**

**Section 1. Specific Rules and Regulations.** In addition to the rules and regulations set forth in the Declaration, the following rules and regulations, together with such additional rules and regulations as may hereafter be adopted, shall govern the use of the Units, Common Elements, Limited Common Elements, and any other portion of the Condominium Property, and also the conduct of all residents thereof. The Unit Owners shall, at all times, obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control and supervision. Said initial rules and regulations are as follows:

(A) The sidewalk, entrances and all of the Limited Common Elements and Common Elements must not be obstructed or encumbered or used for any purpose other than ingress and egress to and from the premises; nor shall any carriages, velocipedes, bicycles, wagons, shopping carts, benches, tables, or any other object of a similar type and nature be stored therein.

(B) The personal property of all Unit Owners shall be stored within their respective Units or in assigned storage space.

(C) No garbage cans, supplies, recycling containers, or other articles shall be placed on the Common Elements or the Limited Common Elements except as authorized by the Association, nor shall any linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, be shaken or hung from any of the windows, doors, porches, patios or entry ways, or exposed on any part of the Limited Common Elements or Common Elements. If applicable, fire exits shall not be obstructed in any manner, and the Limited Common Elements and Common Elements shall be kept free and clear of rubbish, debris, and other unsightly material. No clothes line or similar device shall be allowed on any portion of the Condominium Property, nor shall clothes be hung anywhere within the Condominium Property except within a Unit.

(D) Where applicable, no Unit Owner shall allow anything whatsoever to fall from the windows, porches, patios, entry ways or doors, nor shall such Owner sweep or throw any dirt or other substance from such Owner's Unit or the Limited Common Elements onto the Common Elements or any portion of the Condominium Property.

(E) No Unit Owner shall store or leave boats or trailers on the Common Elements. Boats and boat trailers shall only be stored within a Unit. Notwithstanding the foregoing, boats and boat trailers shall be permitted upon the driveway leading to a Unit for the sole and limited purpose of permitting the Unit Owner to clean and to perform minor repairs to the boat and the boat trailer. In no event shall any boat or boat trailer be permitted to remain in the driveway beyond normal daylight hours.

(F) Refuse and bagged garbage shall be deposited only in the areas provided therefor.

(G) Agents or employees of the Association shall not be sent off the Common Elements by any Unit Owner at any time for any purpose. No Unit Owner or resident shall direct, supervise, or in any manner attempt to assert any control over the agents or employees of the Association.

(H) The parking facilities shall be used in accordance with the regulations adopted by the Association. No vehicle which cannot operate on its own power shall remain on the Condominium Property for more than twenty-four (24) hours, and no repair of vehicles shall be made on the Condominium Property.

(I) No Unit Owner shall make or permit any disturbing noises by himself, such Owner's family, servants, employees, agents, visitors, and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of the Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or suffer to be operated, a phonograph, television, radio or sound amplifier, in such manner as to disturb or annoy other occupants of the Condominium. All party(s) shall lower the volume as to the foregoing as of 11:00 p.m. of each day. No Unit Owner shall conduct or permit to be conducted vocal or instrumental instruction at any time.

(J) No awning, canopy, shutter, or other projection, shall be attached to or placed upon the outside walls or doors or roof of a Unit or building, without the written consent of the Board of Directors. Patios or porches may not be enclosed, which includes the screening of same, nor may anything be affixed to the walls within such patios or porches or entry ways except with the prior written consent of the Board of Directors, and said consent may be given as to certain Units and not given as to others.

(L) No cooking shall be permitted on any porch, patio or entry way nor on the Limited Common Elements nor on the Condominium Property, except in such area, if any, designated by

the Board of Directors. Notwithstanding the foregoing, cooking with the use of an outdoor barbecue grill is allowed on the porch of a Unit or within the Limited Common Elements appertaining to a Unit, provided that when such grill is not in use it shall be stored out of sight from the public.

(M) No inflammable, combustible, or explosive fluid, chemical or substance, shall be kept in any Unit or Limited Common Element appurtenant thereto or storage areas, except such as are required for normal household use.

(O) Food and beverage may not be consumed outside of a Unit, except for such areas as are designated by the Board of Directors.

**Section 2. Adoption of Additional Rules.** The Board of Directors may, from time to time, adopt or amend rules and regulations governing the details of the operation, use, maintenance, management and control of the Units, Common Elements or Limited Common Elements or other property of the Condominium or services made available to the Unit Owners. A copy of any additional rules and regulations adopted from time to time, as herein provided, shall from time to time be posted in a conspicuous place and/or copies of same shall be furnished to each Unit Owner.

**Section 4. Conflict.** In the event of any conflict between the rules and regulations adopted or from time to time amended and the Condominium Documents or the Condominium Act, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these By-Laws and the Declaration, the provisions of the Declaration shall prevail.

**Section 5. Certificate of Compliance.** A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety code.

#### **ARTICLE XVIII: ARBITRATION**

All issues or disputes which are recognized by the Florida Condominium Act or by administrative rules promulgated under the Florida Condominium Act as being appropriate or required for mediation or arbitration shall be resolved through such alternative resolution procedures prior to institution of civil litigation proceedings.

#### **ARTICLE XIX: EMERGENCY PROVISIONS**

The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

**Section 1. Actions by Board in Anticipation or During an Emergency.** In anticipation of or during any emergency defined in Section 6 below, the Board of Directors of the Association may:

(A) Name as assistant officers persons who are not Board members, which assistant officers shall have the same authority as the executive officers to whom they are assistant, during the period of the emergency, to accommodate the incapacity of any officer of the Association; and

(B) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

**Section 2. Notices; Quorum.** During any emergency defined in Section 6 below:

(A) Notice of a meeting of the Board of Directors need be given only to those Directors whom it is practicable to reach and may be given in any practicable manner, including by publication and radio; and

(B) The Director or Directors in attendance at a meeting shall constitute a quorum.

**Section 3. Effect of Corporate Actions.** Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Association:

(A) Binds the Association; and

(B) Shall have the presumption of being reasonable and necessary.

**Section 4. Liability of Officers, Directors and Employees.** An officer, director, or employee of the Association acting in accordance with these emergency provisions is only liable for willful misconduct.

**Section 5. Emergency Provisions Supersede.** These emergency provisions shall supersede any inconsistent or contrary provisions of the By-Laws for the period of the emergency.

**Section 6. Definition of Emergency.** An emergency exists for purposes of this Article XIX if a quorum of the Association's Directors cannot readily be assembled because of some catastrophic event.

**EXHIBIT NO. 4 TO DECLARATION OF CONDOMINIUM**

TPA#1654754.2

## **CONDOMINIUM MANAGEMENT SERVICES AGREEMENT**

This Agreement is by and between **THE AZUR AT METROWEST CONDOMINIUM ASSOCIATION, INC.**, through its Board of Directors (hereinafter called the "Association"), a Florida non-profit corporation, and **CONDOMINIUM CONCEPTS MANAGEMENT, INC.**, a Florida Corporation (hereinafter called the "Managing Agent").

Whereas, the Association desires to have management services performed by Condominium Concepts Management Inc., Inc., the Managing Agent, and the Managing Agent desires to perform said management services for the Association in return for the payment of a fee, the parties hereto agree as follows:

### **PREMISES**

**1.0** The Association hereby employs the Managing Agent exclusively to operate and manage the property commonly known as **The Azur at MetroWest, A Condominium ("Condominium")** and located at **6432 Raleigh Street, Orlando, Fl. 32835**.

### **TERM**

**2.0** The Association employs the Managing Agent exclusively to perform management services as stated herein for a period of twelve (12) months. This time period shall be **for a period of approximately twelve (12) months which term shall begin on the date the first conveyance of a Condominium unit by the developer, The Azur at MetroWest, LLC, and continue through the last day of the twelfth (12th) calendar month following said conveyance. Either party may terminate this Agreement upon thirty (30) days written notice to the other party pursuant to Paragraph 35.0 of this Agreement.**

### **RENEWAL**

**3.0** Upon the expiration of the initial term of this agreement as stated in Paragraph 2.0, this Agreement shall continue on a month by month basis until which time a new agreement is executed or thirty (30) day written termination notice is given by either party.

### **SCOPE OF SERVICES**

**4.0** The services provided under this Agreement by the Managing Agent may be amended at any time by written agreement between the Association and Managing Agent during the contract period with at least thirty (30) days written notice of the changes desired and accepted by the other party. The fee in Paragraph 5.0 will be changed as mutually agreed effective the first of the month following agreement on the amended terms and conditions.

### **FEE**

**5.0** The Association shall pay the Managing Agent a fee of **Four thousand nine hundred and seventy-six dollars (\$4,976.00) per month**. The fee will be due on the first of each month. **In addition to the monthly Management Agent fee of Four thousand nine hundred and seventy-six dollars (\$4,976.00) per month, the Association agrees to reimburse the Management Agent for other costs incurred by the Management Agent which are listed in Schedule "A" (which is attached hereto and incorporated into this Agreement) within fifteen (15) days of receipt of an invoice by the Association for such costs.**

## **SERVICE/AUTHORITY**

6.0 The Managing Agent agrees to perform the services listed in Paragraph 7.0 through 18.0 in the name of and on behalf of the Association; the Association hereby grants the Managing Agent the authority and powers required to perform these services.

## **ACCOUNTING SERVICES**

### **Receipt of Assessments**

7.0 The Managing Agent will receive or account for receipt of all assessments and other charges due to the Association. The Association agrees that payment of assessments may be made directly to the Association in care of the Management Company. The method of payment will be at the discretion of the Managing Agent.

### **Monthly Accounting**

7.1 The Managing Agent will maintain records showing receipts and expenditures of the Association, and submit to the Association on a monthly basis the following reports: operating statement, cash flow analysis, trial balance, balance sheet, income statement, delinquency report, incident report analysis, property inspections and variance letter.

### **Invoice Review and Payment**

7.2 The Managing Agent will disburse from Association funds all proper charges and authorized obligations incurred by the Association. Managing Agent shall not be required to obtain permission of the Board of Directors as a condition to disbursing said funds unless specifically directed by the Board of Directors. The Managing Agent will review all invoices for accuracy and assure completion of contracted services before recommending payment. Completion will be determined by visual inspection, homeowner's written certification if interior work is necessary, or contractor certification if the work is concealed. The Managing Agent must obtain a lien release before releasing payment to any contractor unless specifically directed by the Board of Directors. In no event will the Managing Agent be responsible for late fees due to delay in utility or vendor accounts being changed to the Association's name and Managing Agent's address.

### **Signature Authority**

7.3 The Managing Agent as a licensed real estate broker is an authorized signer on the Association's accounts. Where only one (1) signature is required on a check written on an Association Account, either Managing Agent or a member of the Board of Directors is an authorized signer on the Account. However, where at the direction of the Board of Directors, two (2) signatures are required on a check written on an Association Account, one (1) signature must be from the Managing Agent and one (1) from a designated member of the Board of Directors. The Board of Directors shall determine if two (2) signatures are needed and direct the Managing Agent accordingly.

### **Banking**

7.4 The Managing Agent will maintain accounts for deposit as directed by the Board of Directors. The Association will utilize a financial institution for operating funds, which is convenient to the Managing Agent.

## **Accounts Receivable Follow-up**

7.5 The Managing Agent will pursue collection of all delinquent accounts on a monthly basis in accordance under policies established by the Board of Directors. The Managing Agent will charge to homeowners and attempt to collect assessments and other charges as authorized by the Declaration of Condominium for **The Azur at MetroWest, A Condominium**, the By-Laws of **The Azur at MetroWest Condominium Association, Inc.** and the Florida Condominium Act. The Management Agent will not make personal visits to delinquent members, solicit collection by phone or perform any other collection efforts outside of normal work hours. The Managing Agent will notify members with credit balances of the status of their account in writing on no less than monthly basis. The Association understands that the Managing Agent is not a collection agency and that the Managing Agent cannot practice law by representing them in Small Claims or any other court. Managing Agent will pay all attorneys' fees and expenses previously authorized by the Board of Directors and incurred by the Association in connection with collection of delinquent accounts and other legal matters.

## **Non-sufficient Funds Checks**

7.6 To the extent authorized by the Declaration of Condominium for **The Azur at MetroWest, A Condominium**, the Bylaws of **The Azur at MetroWest Condominium Association, Inc.**, and the Florida Condominium Act, the Managing Agent will charge the homeowner's account a non-sufficient ("NSF") fee on all non-sufficient funds checks presented by homeowners. This fee structure may be changed as determined by the community bylaws or established by the Board of Directors. The assessment will be added to the homeowner's account and all funds collected will be deposited into the Association operating account.

## **Budget Preparation**

7.7 The Managing Agent will prepare and submit a recommended draft budget to the Association. The budget will be presented at least sixty (60) days prior to the end of fiscal year.

## **Reserve Planning**

7.8 The Managing Agent recommends that the Association have an outside Engineering firm prepare on behalf of the Association a study detailing the accurate amount of funding needed to ensure that the future needs of the Association are met.

## **Audit/Review/Compilation /Solicitation/Cooperation**

7.9 The Managing Agent will solicit proposals for audits, reviews or compilation from CPA firms as directed by the Board of Directors and will cooperate with the accountant as necessary. The Association will pay the cost of such CPA services.

## **Court Appearance**

7.10 The Managing Agent will attend court or any other judicial, quasi-judicial proceeding, mediation, arbitration or other dispute resolution proceeding ("Proceeding") regarding delinquency or other matters, as required by subpoena or as requested by the Association's attorney or Association's Board of Directors, on behalf of the Association.



## **CONTRACT ADMINISTRATION**

### **Administration**

8.0 Except as otherwise specified in this contract, the Managing Agent will administer contracts between the Association and contractors, for maintenance of common areas and common improvements, to assure that contracted services are performed in a satisfactory manner. "Administer" is defined as solicitation of bids, summation of bids with recommendations to the Board of Directors, processing of all invoices, informing the contractor when there are problems with performance, and inspecting any work, except roofing, when completed to visually assure that work is completed. "Administer" does not mean acting as superintendent for the contractor or overseeing the contractor in the actual performance of day-to-day work unless agreed to by both parties prior to beginning of work. It is also recognized that, the Managing Agent has no control over the contractor's performance other than to inform them of areas of non-performance and make recommendations to the Board of Directors. It is recognized that the Managing Agent is not an "on-site" representative of the Association. Under no circumstances shall Managing Agent have any liability to the Association for or in connection with errors or deficiencies in contractor's work.

### **Bid Specifications**

8.1 The Managing Agent will, at the direction of the Association, prepare bid specifications for those items which the Managing Agent feels qualified, solicit bids for contracts, review bids, check references of bidders, and make recommendations to the Association. If the Managing Agent does not feel qualified in the type of work requiring specifications, at the request of the Association, the Managing Agent will coordinate specification preparation with engineers or other professionals as required. The cost of such professional service is to be an expense of the Association. It is understood that the Board of Directors will make all final decisions on contractor selection when bidding is involved.

## **MAINTENANCE ADMINISTRATION**

### **Work Orders**

9.0 The Managing Agent will, subject to authority granted by the Board of Directors, and the limitations of the Association budget, assign work orders to contractors for routine maintenance and repairs. The Managing Agent will also provide follow-up to assure that assigned work is satisfactorily completed or reassigned, if necessary. The Managing Agent will make reasonable attempts to assure compliance by any contractor in the performance of their work under any contracts for routine maintenance or services. The Association recognizes, however, that the Managing Agent cannot guarantee the performance of any contractor.

9.1 The Managing Agent will also provide after-hours emergency maintenance response for all life safety issues relating to common areas. The Managing Agent shall bill the Association and the Association shall reimburse the Managing Agent for such emergency maintenance response at the hourly rate for the agent performing the service.

### **Equipment and Supplies**

9.2 The Managing Agent will assure that equipment and supplies are purchased for the Association at the expense of the Association. This will be limited to supplies and equipment needed for the maintenance of the community.

## **INSURANCE SERVICES**

10.0 The Managing Agent will assure that quotes for insurance coverage are obtained as requested by the Board of Directors. Based upon the Board of Directors' decisions, the Managing Agent will inform the insurance agent of the coverage desired by the Association. The Managing Agent will cooperate with the insurance company in the investigation and reporting of all accidents and claims for damage, and will file claims with the appropriate insurance agent on behalf of the Association. Concerning questions on adequacy of insurance or interpretation of policies, the Managing Agent's responsibility is limited to acting as a liaison between the Association and its insurance agent.

## **MEETINGS**

### **Meeting Notices**

11.0 The Managing Agent will prepare and mail out the notice and proxies for the annual meeting, and any special meeting of the Association at the cost of postage only to the Association.

### **Meeting Attendance**

11.1 A representative of the Managing Agent will attend annual meetings of the Association and monthly meetings of the Board of Directors to provide information; answer questions, give advice, and obtain instructions.

## **ADMINISTRATIVE SERVICES**

### **Administrative Support**

12.0 The Managing Agent will provide clerical and secretarial support as required to accomplish all services listed herein.

### **Minutes**

12.1 The Managing Agent can provide an Assistant to prepare minutes for any meeting at which the Managing Agent is in attendance, so that the Secretary and Managing Agent can focus on the meeting.

### **Corporate Reports**

12.2 The Managing Agent will prepare and submit Corporate Report renewals, when required by the Secretary of State. Any filing fees will be paid by the Association.

### **Membership List**

12.3 The Managing Agent will maintain a current and up-to-date resident database including phone numbers, addresses and account information. This information will be released pursuant to subpoena or court order or at the written direction of the Board of Directors.

### **Assessment Envelopes/Coupon Books**

12.4 The Managing Agent will mail assessment envelopes or assure that coupon books are sent to new members within thirty (30) days of notification of change in ownership, also distribute assessment envelopes or assure that coupon books are sent to all members once yearly.

## **Mail**

12.5 The Managing Agent will collect Association mail, open mail, take action if authorized, and distribute other mail as directed. Mail delivery will be at the address of the Managing Agent's choice.

## **ATTORNEY LIAISON**

13.0 The Managing Agent will provide liaison, and reports, between the Association and the Association's designated attorney. ***Managing Agent shall obtain approval from the Association President prior to engaging legal counsel on behalf of the Association.***

## **COMMUNICATION WITH BOARD OF DIRECTORS**

14.0 The Managing Agent will provide information, reports, financial statements, copies of minutes, and updates to the President of the Association, or other members of the Board of Directors, as directed by President of the Association.

## **INSPECTIONS**

15.0 The Managing Agent will make physical inspections of the development once per week and prepare a summation of this inspection. Physical inspections will include the following: walking through the community, in total, with an intent of determining the general condition of the ground, Architectural Control, and covenant issues from the street scene; walking through of common areas, to inspect problems which have been presented by the Board of Directors or homeowners; detailed walk-through(s) of inspections at least twice per year; walk-through inspections(s) during contracts, with an intent of determining status of work, and to address any obvious non-compliance; walking through for visual inspection of the completion of any contracted work, with the exception of roofing, which will be observed from the ground level, and interior work which is certified by the homeowners as to correctness and acceptability. Managing Agent will be deemed to have addressed any non-compliance matters not constituting an emergency by notifying the Board of Directors of such matters. Managing Agent is authorized to take corrective action as to any non-compliance matter reasonably deemed by Managing Agent to constitute an emergency, with Association reimbursing Managing Agent for costs and expenses incurred by Managing Agent as part of such corrective action. The Managing Agent in accordance with Paragraph 11.1 will charge and be reimbursed by the Association at Management Agent's hourly rate for required inspections in excess of one (1) per week.

## **NOTIFICATION TO NEW MEMBERS**

16.0 The Managing Agent will distribute to new homeowners information regarding the Association and assessments, as directed by the Board of Directors, within thirty (30) days of notification of a closing.

## **ARCHITECTURAL CONTROL**

17.0 The Managing Agent will maintain logs showing receipt and progress leading to approval of Design Review Requests; also assure they are presented to the Design Review Committee, notify owners of actions taken by the committee, and answer questions regarding Architectural control issues.

## **CONVENANT/RULE ENFORCEMENT**

18.0 The Managing agent will maintain logs showing progress of covenant/rule enforcement issues from discovery through resolution, and provide administrative support and inspections during the process. This provision applies only to issues involving first-hand knowledge of the Managing Agent or written verification by a member. The Managing Agent will initially send notifications to the member and will

seek advice of the Board of Directors for any issue(s) not resolved in the early stages. The Managing Agent cannot provide assurance that any issue(s) will be resolved, since services provided are administrative in nature. It is understood that administrative services relating to covenant/rule enforcement are performed from the offices of the Managing Agent, during normal business hours, and that attempts at resolution do not include personal visits to the home of the alleged offender, or phone calls to solicit compliance. The Managing Agent will not trespass on private property, or take action that is contrary to law. The Managing Agent will not take any action, which will endanger its employees.

#### **AUTHORITY TO AUTHORIZE WORK**

20.0 Any expenses of less than One Thousand Dollars (\$1000), which are consistent with the budget, may be incurred the Managing Agent on behalf of the Association, without approval of the Board, except that emergency repairs may be authorized by the Managing Agent regardless of cost. Emergency repairs are those which, if not immediately undertaken, may result in substantial further costs, losses to Association, Member property, or which immediately threaten the health or safety of any person.

#### **ASSOCIATION RECORDS**

21.0 The Managing Agent shall make the books and records of the Association available for inspection, during normal business hours, upon request of any member of the Association and approval from the Board of Directors with a 24-hour written notice. It is understood that the records of the Association are the property of the Association. Requests for copies of any Association documents will be provided to the individual requesting them, and will be charged to the individual requesting these documents at the Managing Agents prevailing rate.

#### **AUTHORITY TO TAKE ACTION**

22.0 The Managing Agent will take direction only from the Board of Directors, as defined by proper resolution, the President of the Association or Vice President in his/her absence, acting within the scope of delegated authority. The Association assures the Managing Agent that Board communications between the Association and Managing Agent between meetings will be coordinated through the President of the Association, or Vice President in his/her absence. The Association hereby grants authority to the Managing Agent to perform all services contained herein on behalf of the Association.

#### **Designated Agent of Board**

22.1 The Board of Directors shall designate in writing one (1) of its members as the individual to whom Managing Agent shall report and from whom Managing Agent shall receive instructions from and on behalf of the Board and the Association with respect to the obligations of the parties hereunder.

#### **BINDING OBLIGATION**

23.0 This Agreement is for the benefit of the parties and constitutes a binding obligation upon the respective parties named hereunder, and their respective administrators, successor, and assigns.

#### **INSURANCE REQUIREMENT**

24.0 The Association agrees to maintain during the entire term of this Agreement both a Commercial General Liability Policy and, if reasonably available, a Directors' and Officers' Liability Insurance Policy. Said policies shall afford coverage for errors and omission, property damage and personal and bodily injury (as well as other claims covered by said policies) in a minimum single-limit amount of One Million Dollars (\$1,000,000) (the "Policies"). The Association shall deliver to Managing Agent once per year from the date of this Agreement, or as often as requested by Managing Agent, a certificate of insurance

evidencing that each such coverage is current and in effect. In the event that Association finds that a Directors' and Officers' Liability Insurance Policy is not reasonably available, Association shall notify the Managing Agent.

24.1 The Association must list Condominium Concepts Management, Inc., the Managing Agent, as an additional insured on the Association's Commercial General Liability Policy and, if any, Director's & Officer's insurance policies. The insurance coverage of these policies must be treated as primary coverage to the Managing Agent for any otherwise covered incident that arises out of the Managing Agent's management services consistent with this Agreement. Any other insurance coverage available to Managing Agent must be treated as secondary coverage. The Managing Agent indemnification to the Association as stated in Paragraph 25.1 below or as otherwise stated in this Agreement does not apply to incidents covered by, or which are intended to be covered by, the Policies.

24.2 Managing Agent shall maintain during the entire term of this Agreement: Workers' Compensation Coverage and Fidelity Insurance in the minimum amounts required by the laws of the State of Florida on all employees of Managing Agent. Managing Agent shall deliver to the Association once per year from the date of the Agreement, or as often as requested by the Board of Directors of the Association, a certificate of insurance evidencing that such coverage is current and in effect. The Association shall be named as additional insured on the Managing Agent's Fidelity Insurance. In addition, Managing Agent agrees to maintain a Commercial General Liability Policy with aggregate limits of One Million Dollars (\$1,000,000.00); said policy is not required to name the Association as an additional insured nor schedule the Condominium as an insured property.

#### **INDEMNIFICATION**

25.0 Indemnification of Managing Agent. If the Association does not maintain directors' and officers' liability insurance which provides coverage for the Managing Agent for wrongful acts committed at the express direction of the Board, then the Association shall indemnify the Managing Agent against any and all expenses, including attorney's fees, reasonably incurred by or imposed upon the Agent in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the Board) to which the Managing Agent may be a party or in which either may become involved by reason of the Managing Agent's wrongful acts committed at the express direction of the Board whether or not this Agreement shall be in effect at the time such expenses are incurred where such action, suit or other proceeding involves a claim for claims (other than property damage and/or bodily injury, which shall be covered by Commercial General Liability Insurance); provided such indemnification shall not extend to any action, suit, or other proceeding arising in connection with any negligence (provided, however, any wrongful acts committed at the express direction of the Board shall not be considered negligence for purposes of this subparagraph), gross negligence, willful misconduct, or bad faith of the Managing Agent; and provided, further, as a condition to this indemnity, the Managing Agent shall provide the Association with prompt notice of any claim, demand, loss, or action against the Managing Agent by reason of which the Association may have liability to the Managing Agent under this indemnity. This provision shall not apply to any claim to the extent that said claim is covered by insurance obtained by the Association or Managing Agent pursuant to the terms of this Agreement.

25.1 Indemnification of Association. The Managing Agent shall indemnify and hold the Association harmless from, and the Managing Agent shall defend promptly and diligently, at the sole expense of the Managing Agent any claim, action or proceeding against the Association, or the agents of the Association jointly and severally, which arises out of or in connection with the negligence (provided, however, any wrongful acts committed at the express direction of the Board shall not be considered negligence for purposes of this subparagraph), gross negligence, willful misconduct or bad faith of the Managing Agent (other than claims for property damage and/or bodily injury, which shall be covered by Commercial General Liability Insurance); provided such indemnification shall not extend to any action, suit, or other proceeding arising in connection with any negligence, gross negligence, willful misconduct, or bad faith of

the Association; and provided, further, as a condition to this indemnity, the Association shall provide the Managing Agent with prompt notice of any claim, demand, loss, or action against the Association by reason of which the Managing Agent may have liability to the Association under this indemnity. This provision shall not apply to any claim to the extent that said claim is covered by insurance obtained by the Association or Managing Agent pursuant to the terms of this Agreement.

#### **APPLICABLE LAWS**

26.0 This Agreement is deemed executed and delivered in the State of Florida. The laws of the State of Florida shall govern all questions relating to this Agreement.

#### **ASSOCIATION LEGAL DOCUMENTS**

27.0 The Managing Agent will refer to the Declaration of Covenants, Conditions and Restrictions, the Articles of Incorporation, and Bylaws of the Association in conducting services under this Agreement, and will take no actions that are contrary to the documents. The Managing Agent will be under no obligation to provide services listed in the Association's legal documents unless agreed to in this Agreement or future amendment. If the documents conflict with this Agreement, the parties agree to re-negotiate the conflicting provisions, and record the issue and result of re-negotiation in the minutes of the Association.

28.0 Any provision of the Declaration, By-Laws or other binding agreement between the Association and its members or owners that applies to any claims or that protects the Association from liability for any claims, including but not limited to provisions relating to dispute resolution, limitations of actions, or immunity from claims, shall also apply with equal force to Managing Agent incident to its providing of management services under this Agreement. Any failure of Association to include language in any Declaration, By-law or other agreement that could have but failed to inure to the benefit of Managing Agent shall require Association to indemnify Managing Agent for such claim pursuant to Paragraph 25.0 of this Agreement.

#### **ENTIRE AGREEMENT**

29.0 This Agreement shall constitute the entire agreement between the parties no variance or modification thereof shall be valid and enforceable except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

#### **EMPLOYEES OF AGENT**

30.0 Agent shall hire in its own managerial personnel necessary for the efficient discharge of its duties hereunder. The Agent shall pay compensation for the services of such employees. The Agent shall withhold from its employees wages all taxes now or in the future required by law to be withheld and pay same over to the proper authorities on or before the date due; prepare for execution in connection with such employees all forms, reports and returns required by law in connection with unemployment insurance, Social Security, and other similar taxes now in effect or hereinafter imposed.

#### **NORMAL WORK HOURS**

31.0 Managing Agent's normal work hours are defined as 9:00 a.m. to 5:30 p.m. Monday through Friday, with the exception of New Years Eve, New Year's Day, Presidents Day, Memorial Day, 4<sup>th</sup> of July, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, and Christmas Day and Martin Luther King Day. There are other ethnic and religious holidays that may be celebrated by some of Managing Agent's employees.

### **EMERGENCY SERVICE**

32.0 The Managing Agent will provide a 24-hour emergency response line, which will be monitored continuously during non-business hours by a representative of the Managing Agent for the purpose of responding to emergency situations. The Managing Agent will assign appropriate independent contractors or maintenance personnel to resolve the emergency situation. The parties understand that a representative of the Managing Agent will respond to all emergency situations and come to the Association's physical location to inspect the problem. It is also understood that the Managing Agent will not respond to non-emergency issues, which may be presented after hours. Maintenance service provided by the Managing Agent or its employees to the Association in connection with such emergency response shall be at a charge of Twenty-five Dollars (\$25) per hour.

### **INDEPENDENT CONTRACTORS RELATIONSHIPS**

33.0 Everything done by the Agent under the provisions of this Agreement shall be done as an independent contractor employed by the Association, and all obligations or expenses incurred hereunder shall be for the account of and on behalf of, and at the expense of the Association. Any payment to be made by the Agent hereunder shall only be made out of such sums as are available in the accounts of the Association as provided herein or as otherwise may be provided by the Association. The Agent shall not be obligated to make any advances to or for the account of, the Association, or to pay any sum except out of funds held or provided as aforesaid; nor shall Agent be obligated to incur any liability or obligation for the account of the Association without assurance from the Board that the necessary funds for the discharge thereof will be provided.

### **ASSOCIATION EMPLOYEES**

34.0 Managing Agent will be responsible for identifying, hiring, training, supervising, promoting and terminating all on-site employees. However, this will be done in consultation with the Board of Directors, as all employees play an intricate part in the successful management of a community. However, Board approval is not required with respect to actions taken by Managing Agent with respect to on-site employees. The Managing Agent will prepare all required payroll reports and assure that payroll taxes are paid in a timely manner. It is understood that the cost of the association payroll and the related insurance and servicing is an Association expense.

### **TERMINATION**

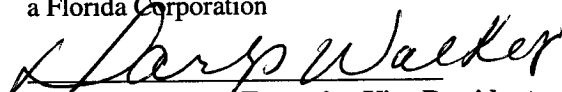
35.0 This Agreement may be terminated by either party with or without cause upon thirty (30) days written notice by the Association, or thirty (30) days written notice by the Managing Agent. It is agreed that if the Association terminates this Agreement and wishes to have the Managing Agent cease management services in less than thirty (30) days, the Association shall be obligated to pay the Managing Agent for all fees earned pursuant to the terms of this Agreement through the thirty (30) day termination notice period.

### **HEADINGS**

36.0 The headings of paragraphs are for convenience and are not substantive.

IN WITNESS WHEREOF, the parties hereto have signed and delivered this Agreement in duplicate, on the 9th day of May, 2006.

**"Managing Agent"**  
**Condominium Concepts Management, Inc.**  
a Florida Corporation

  
Darlys Walker as Executive Vice President

**“Association”**

**The Azur at MetroWest Condominium**

**Association, Inc., a Florida Non-Profit Corporation**

A handwritten signature in black ink, appearing to read 'Brian McClure', written over a horizontal line.

Brian McClure as President



## **SCHEDULE A**

The following fees are described in the management agreement and may not apply if the community has on-site staff to assist in the preparation of such documents or tasks.

1. Mass Mailings, cost of postage only
2. Newsletter: cost of printing only.

**EXHIBIT NO. 5 TO DECLARATION OF CONDOMINIUM**

TPA#1654754.2

## INITIAL RULES AND REGULATIONS

Unless otherwise defined in this document, all defined terms shall have the same meaning as used in the Declaration of Condominium.

### **A. GENERAL RULES**

1. Passenger automobiles, sport/utility vehicles, mini-trucks, vans, golf carts and motorcycles (used for personal transportation and not commercially) that do not exceed the size of one parking space may be parked in the areas provided for that purpose. Commercial vehicles, trucks, campers, motor homes, trailers, boats and boat trailers are prohibited. Bicycles shall be parked only in the bike storage areas, if any, or as may otherwise be designated by the Board. Vehicle maintenance, except car washing in the designated area, if any, is not permitted on the Condominium Property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on the Condominium Property. Notwithstanding the foregoing, the Developer shall be exempt from this regulation for vehicles which are engaged in any activity relating to construction, maintenance or marketing of Units, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

2. No exterior radio, television or data reception antenna or any exterior wiring for any purpose may be installed without the written consent of the Board.

3. To maintain harmony of the exterior appearance of the Building, no one shall make any changes to, place anything upon, affix anything to or exhibit anything from any part of the Condominium Property or Association property visible from the exterior of the Building or from the Common Elements without the prior written consent of the Board. All curtains, shades, drapes and blinds shall be white or off-white in color or lined with material of these colors. Balcony floor covering material and colors must be approved by the Board.

4. All Common Elements inside and outside of the Buildings will be used for their designated purposes only, and nothing belonging to Unit Owners, their family, tenants or guests shall be kept therein or thereon without the approval of the Board, and such areas shall at all times be kept free of obstruction. Owners are financially responsible to the Association for damage to the Common Elements caused by themselves, their tenants, guests and family members.

5. Disposition of garbage and trash shall be only by use of receptacles approved by the Association or by use of garbage disposal units, if any.

6. All persons occupying Units other than the Unit Owners shall be registered with the Association or its designee at or before the time of their occupancy of the Unit. This includes renters and house guests. Units may not be rented for periods of less than seven (7) consecutive months, and no more than two (2) leases in any twelve (12) month period shall be permitted. A copy of these Rules and Regulations must be given to the tenants and guests by the Unit Owner, or the Unit Owner's agent. No Unit may be permanently occupied by more persons than the number of bedrooms times two, nor may more persons, including guests, occupy a Unit overnight than the number of bedrooms times two, plus two. This regulation may not be amended in a way that would be detrimental to the sales of Units by the Developer so long as the Developer holds Units for sale in the ordinary course of business.

7. The Association shall retain a pass key to the Units, and the Unit Owners shall provide the Association with a new or extra key whenever locks are changed or added for the use of the Association pursuant to its statutory right of access to the Units. Duplication of Unit Owners' keys to Common Element facilities is restricted in the interest of security. Such keys shall be duplicated only with the assistance of the

Association or its designee. Changing of locks must be done through the Association. Each Unit Owner shall be responsible for the costs associated with its changed locks and additional keys.

8. Children shall be under the direct control of a responsible adult. Children shall not be permitted to run, play tag or act boisterously on the Condominium Property. Skateboarding, "Big Wheels", Scooters or loud or obnoxious toys are prohibited. Children may be removed from the Common Elements for misbehavior by or on the instructions of the Board.

9. Loud and disturbing noises are prohibited in the Units. All radios, televisions, tape machines, compact disc players, stereos, singing and playing of musical instruments, etc. shall be regulated to sound levels that will not disturb others. No vocal or instrumental practice is permitted in any Unit after 10:00 p.m. or before 9:00 a.m.

10. Use of barbecue grills shall only be allowed in areas (if any) designated as safe and appropriate by the Board. Grills shall not be used on balconies or inside any Units.

11. Illegal and immoral practices are prohibited.

12. Lawns, shrubbery or other exterior plantings shall not be altered, moved or added to without permission of the Association.

13. Laundry, bathing apparel, beach and porch accessories shall not be maintained outside of the Units or Limited Common Element balconies and terraces, and such apparel and accessories shall not be exposed to view.

14. No nuisance of any type or kind shall be maintained upon the Condominium Property.

15. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance on the Buildings or contents thereof or upon any portion of the Condominium Property, without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the Buildings, or contents thereof, or which would be in violation of any law or building code.

16. Persons moving furniture and other property into and out of Units must notify the Association or its designee in advance. All such moving must be Mondays through Friday between the hours of 8:00 A.M. and 5:00 P.M. and Saturday between the hours of 8:00 A.M. and 3:00 P.M. Moving vans and trucks used for this purpose shall only remain on the Condominium Property when actually in use. The Developer is specifically excluded from this rule for so long as it owns a Unit in the Condominium.

17. Repair, construction, decorating or re-modeling work shall only be carried on Mondays through Fridays between the hours of 8:00 A.M. and 5:00 P.M. and Saturday between the hours of 8:00 A.M. and 12:00 P.M., and the rules for decorators and subcontractors set forth herein must be complied with.

18. These Rules and Regulations shall apply equally to Unit Owners, their families, guests, staff, invitees and lessees.

19. The Board may impose a fine for each violation of these Rules and Regulations or any of the Condominium documents, the amount of such fine to be set by the Board in accordance with the provisions of Chapter 718, Florida Statutes.

20. Hurricane shutters shall be permitted only in accordance with rules and regulations promulgated by the Association.

21. These Rules and Regulations do not purport to constitute all of the restrictions affecting the Condominium Property. Reference should be made to the Condominium documents.

**B. RULES FOR OWNER PARTICIPATION IN BOARD OF DIRECTORS MEETINGS, A BUDGET COMMITTEE MEETING AND A MEETING OF ANY COMMITTEE AUTHORIZED TO TAKE ACTION ON BEHALF OF THE BOARD; AND OF THE LOCATION FOR POSTING NOTICES OF MEETINGS.**

**I. THE RIGHT TO SPEAK:**

1. To the maximum extent practical, the posted Board meeting agenda for each meeting shall list the substance of the matters and actions to be considered by the Board.

2. Roberts Rules of Order (latest edition) shall govern the conduct of the Association meeting when not in conflict with the Declaration of Condominium, the Articles of Incorporation or the By-Laws.

3. After each motion is made and seconded by the Board members the meeting Chairperson will permit Unit Owner participation regarding the motion on the floor, which time may be limited depending on the complexity and effect on the Association.

4. Unit Owner participation will not be permitted after reports of officers or committees unless a motion is made to act upon the report, or the Chair determines that it is appropriate or is in the best interest of the Association.

5. A Unit Owner wishing to speak must first raise his or her hand and wait to be recognized by the Chair.

6. While a Unit Owner is speaking, he or she must address only the Chair; no one else is permitted to speak at the same time.

7. A Unit Owner may speak only once for not more than three (3) minutes and only on the subject or motion on the floor.

8. The Chair may, by asking if there be any objection and hearing none, permit a Unit Owner to speak for longer than three (3) minutes, or to speak more than once on the same subject. The objection, if any, may be that of a Board member only and if there is an objection then the question will be decided by a vote of the Board.

9. The Chair will have the sole authority and responsibility to see to it that all Unit Owner participation is relevant to the subject or motion on the floor.

**II. THE RIGHT TO VIDEOTAPE OR AUDIOTAPE:**

1. The audio and video equipment and devices which Unit Owners are authorized to utilize at any such meeting must not produce distracting sound or light emissions.

2. Audio or video equipment shall be assembled and placed in position in advance of the commencement of the meeting in a location that is acceptable to the Board or the Committee.

3. Anyone videotaping or recording a meeting shall not be permitted to move about the meeting room in order to facilitate the recording.

4. At least 24 hours advance written notice shall be given to the Board by any Unit Owner desiring to utilize any audio and/or video equipment to record a meeting.

**III. ALL NOTICES OF MEMBERSHIP, DIRECTORS AND COMMITTEE MEETINGS AT WHICH OWNERS ARE ENTITLED TO PARTICIPATE WILL BE POSTED IN THE MAIL ROOM AREA OF THE CONDOMINIUM PROPERTY.**

**EXHIBIT NO. 6 TO DECLARATION OF CONDOMINIUM**

TPA#1654754.2

UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND COMMON SURPLUS AND APPORTIONATE SHARE OF COMMON EXPENSES

<b><u>Unit Number</u></b>	<b><u>Square Feet</u></b>	<b><u>% Interest</u></b>
101	794	0.2741%
102	1,051	0.3628%
103	499	0.1723%
104	1,051	0.3628%
105	794	0.2741%
111	1,248	0.4308%
112	1,248	0.4308%
113	499	0.1723%
114	1,248	0.4308%
115	1,248	0.4308%
116	499	0.1723%
201	794	0.2741%
202	1,051	0.3628%
203	1,051	0.3628%
204	794	0.2741%
211	991	0.3421%
212	1,248	0.4308%
213	1,248	0.4308%
214	991	0.3421%
215	499	0.1723%
301	794	0.2741%
302	1,051	0.3628%
303	1,051	0.3628%
304	794	0.2741%
311	991	0.3421%
312	1,248	0.4308%
313	1,248	0.4308%
314	991	0.3421%
315	499	0.1723%
401	794	0.2741%
402	1,051	0.3628%
403	1,051	0.3628%
404	794	0.2741%
411	991	0.3421%
412	1,248	0.4308%
413	1,248	0.4308%
414	991	0.3421%
415	499	0.1723%
501	1,051	0.3628%
502	1,051	0.3628%
503	499	0.1723%
504	1,051	0.3628%
505	1,051	0.3628%
511	1,062	0.3666%
512	1,062	0.3666%



UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND COMMON SURPLUS AND APPORTIONATE SHARE OF COMMON EXPENSES

<b><u>Unit Number</u></b>	<b><u>Square Feet</u></b>	<b><u>% Interest</u></b>
513	499	0.1723%
514	1,062	0.3666%
515	1,062	0.3666%
516	499	0.1723%
601	794	0.2741%
602	1,051	0.3628%
603	1,051	0.3628%
604	794	0.2741%
611	1,062	0.3666%
612	1,062	0.3666%
613	1,062	0.3666%
614	1,062	0.3666%
701	794	0.2741%
702	1,051	0.3628%
703	1,051	0.3628%
704	794	0.2741%
711	1,062	0.3666%
712	1,062	0.3666%
713	1,062	0.3666%
714	1,062	0.3666%
801	794	0.2741%
802	794	0.2741%
803	499	0.1723%
804	794	0.2741%
805	794	0.2741%
811	991	0.3421%
812	991	0.3421%
813	499	0.1723%
814	991	0.3421%
815	991	0.3421%
816	499	0.1723%
901	794	0.2741%
902	1,051	0.3628%
903	1,051	0.3628%
904	794	0.2741%
911	991	0.3421%
912	1,248	0.4308%
913	1,248	0.4308%
914	991	0.3421%
915	499	0.1723%
1001	794	0.2741%
1002	1,051	0.3628%
1003	1,051	0.3628%
1004	794	0.2741%
1011	991	0.3421%

UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND COMMON SURPLUS AND APPORTIONATE SHARE OF COMMON EXPENSES

<b><u>Unit Number</u></b>	<b><u>Square Feet</u></b>	<b><u>% Interest</u></b>
1012	1,248	0.4308%
1013	1,248	0.4308%
1014	991	0.3421%
1015	499	0.1723%
1101	794	0.2741%
1102	1,051	0.3628%
1103	1,051	0.3628%
1104	794	0.2741%
1111	991	0.3421%
1112	1,248	0.4308%
1113	1,248	0.4308%
1114	991	0.3421%
1115	499	0.1723%
1201	794	0.2741%
1202	1,051	0.3628%
1203	1,051	0.3628%
1204	794	0.2741%
1211	991	0.3421%
1212	1,248	0.4308%
1213	1,248	0.4308%
1214	991	0.3421%
1215	499	0.1723%
1301	1,051	0.3628%
1302	1,051	0.3628%
1303	499	0.1723%
1304	1,051	0.3628%
1305	1,051	0.3628%
1311	1,062	0.3666%
1312	1,062	0.3666%
1313	499	0.1723%
1314	1,062	0.3666%
1315	1,062	0.3666%
1316	499	0.1723%
1401	794	0.2741%
1402	1,051	0.3628%
1403	1,051	0.3628%
1404	794	0.2741%
1411	991	0.3421%
1412	1,248	0.4308%
1413	1,248	0.4308%
1414	991	0.3421%
1415	499	0.1723%
1501	794	0.2741%
1502	1,051	0.3628%
1503	1,051	0.3628%

UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND COMMON SURPLUS AND APPORTIONATE SHARE OF COMMON EXPENSES

<b><u>Unit Number</u></b>	<b><u>Square Feet</u></b>	<b><u>% Interest</u></b>
1504	794	0.2741%
1511	1,062	0.3666%
1512	1,062	0.3666%
1513	1,062	0.3666%
1514	1,062	0.3666%
1601	794	0.2741%
1602	1,051	0.3628%
1603	1,051	0.3628%
1604	794	0.2741%
1611	991	0.3421%
1612	1,248	0.4308%
1613	1,248	0.4308%
1614	991	0.3421%
1615	499	0.1723%
1701	794	0.2741%
1702	1,051	0.3628%
1703	1,051	0.3628%
1704	794	0.2741%
1711	1,062	0.3666%
1712	1,062	0.3666%
1713	1,062	0.3666%
1714	1,062	0.3666%
1801	794	0.2741%
1802	1,051	0.3628%
1803	1,051	0.3628%
1804	794	0.2741%
1811	991	0.3421%
1812	1,248	0.4308%
1813	1,248	0.4308%
1814	991	0.3421%
1815	499	0.1723%
1901	1,051	0.3628%
1902	1,051	0.3628%
1903	499	0.1723%
1904	1,051	0.3628%
1905	1,051	0.3628%
1911	1,062	0.3666%
1912	1,062	0.3666%
1913	499	0.1723%
1914	1,062	0.3666%
1915	1,062	0.3666%
1916	499	0.1723%
2001	794	0.2741%
2002	1,051	0.3628%
2003	1,051	0.3628%

UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND COMMON SURPLUS AND APPORTIONATE SHARE OF COMMON EXPENSES

<b><u>Unit Number</u></b>	<b><u>Square Feet</u></b>	<b><u>% Interest</u></b>
2004	794	0.2741%
2011	991	0.3421%
2012	1,248	0.4308%
2013	1,248	0.4308%
2014	991	0.3421%
2015	499	0.1723%
2101	794	0.2741%
2102	794	0.2741%
2103	499	0.1723%
2104	794	0.2741%
2105	794	0.2741%
2111	991	0.3421%
2112	991	0.3421%
2113	499	0.1723%
2114	991	0.3421%
2115	991	0.3421%
2116	499	0.1723%
2201	794	0.2741%
2202	1,051	0.3628%
2203	499	0.1723%
2204	1,051	0.3628%
2205	794	0.2741%
2211	1,248	0.4308%
2212	1,248	0.4308%
2213	499	0.1723%
2214	1,248	0.4308%
2215	1,248	0.4308%
2216	499	0.1723%
2301	794	0.2741%
2302	1,051	0.3628%
2303	1,051	0.3628%
2304	794	0.2741%
2311	1,062	0.3666%
2312	1,062	0.3666%
2313	1,062	0.3666%
2314	1,062	0.3666%
2401	794	0.2741%
2402	1,051	0.3628%
2403	1,051	0.3628%
2404	794	0.2741%
2411	1,062	0.3666%
2412	1,062	0.3666%
2413	1,062	0.3666%
2414	1,062	0.3666%
2501	794	0.2741%

UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND COMMON SURPLUS AND APPORTIONATE SHARE OF COMMON EXPENSES

<b><u>Unit Number</u></b>	<b><u>Square Feet</u></b>	<b><u>% Interest</u></b>
2502	1,051	0.3628%
2503	1,051	0.3628%
2504	794	0.2741%
2511	991	0.3421%
2512	1,248	0.4308%
2513	1,248	0.4308%
2514	991	0.3421%
2515	499	0.1723%
2601	794	0.2741%
2602	794	0.2741%
2603	499	0.1723%
2604	794	0.2741%
2605	794	0.2741%
2611	991	0.3421%
2612	991	0.3421%
2613	499	0.1723%
2614	991	0.3421%
2615	991	0.3421%
2616	499	0.1723%
2701	1,051	0.3628%
2702	1,051	0.3628%
2703	499	0.1723%
2704	1,051	0.3628%
2705	1,051	0.3628%
2711	1,062	0.3666%
2712	1,062	0.3666%
2713	499	0.1723%
2714	1,062	0.3666%
2715	1,062	0.3666%
2716	499	0.1723%
2801	794	0.2741%
2802	1,051	0.3628%
2803	1,051	0.3628%
2804	794	0.2741%
2811	991	0.3421%
2812	1,248	0.4308%
2813	1,248	0.4308%
2814	991	0.3421%
2815	499	0.1723%
2901	794	0.2741%
2902	1,051	0.3628%
2903	1,051	0.3628%
2904	794	0.2741%
2911	991	0.3421%
2912	1,248	0.4308%

UNDIVIDED INTEREST IN THE COMMON ELEMENTS AND COMMON SURPLUS AND APPORTIONATE SHARE OF COMMON EXPENSES

<b><u>Unit Number</u></b>	<b><u>Square Feet</u></b>	<b><u>% Interest</u></b>
2913	1,248	0.4308%
2914	991	0.3421%
2915	499	0.1723%
3001	794	0.2741%
3002	1,051	0.3628%
3003	1,051	0.3628%
3004	794	0.2741%
3011	991	0.3421%
3012	1,248	0.4308%
3013	1,248	0.4308%
3014	991	0.3421%
3015	499	0.1723%
3101	794	0.2741%
3102	1,051	0.3628%
3103	1,051	0.3628%
3104	794	0.2741%
3111	991	0.3421%
3112	1,248	0.4308%
3113	1,248	0.4308%
3114	991	0.3421%
3115	499	0.1723%
3201	794	0.2741%
3202	1,051	0.3628%
3203	1,051	0.3628%
3204	794	0.2741%
3211	991	0.3421%
3212	1,248	0.4308%
3213	1,248	0.4308%
3214	991	0.3421%
3215	499	0.1723%
3301	794	0.2741%
3302	794	0.2741%
3303	499	0.1723%
3304	794	0.2741%
3305	794	0.2741%
3311	991	0.3421%
3312	991	0.3421%
3313	499	0.1723%
3314	991	0.3421%
3315	991	0.3421%
3316	499	0.1723%
TOTAL	289,669	100.00%