



This instrument prepared by,
or under the supervision of
(and after recording, return to):

Melissa S. Turra, Esq.
Holland & Knight LLP
50 North Laura Street, Suite 3900
Jacksonville, Florida 32202

INSTR 20060194566
OR BK 08549 PG 0190 PGS=165
MARTHA O. HAYNIE, COMPTROLLER
ORANGE COUNTY, FL
03/27/2006 09:56:16 AM
REC FEE 1,404.00

(Reserved for Clerk of Court)

DECLARATION
OF
BERMUDA DUNES PRIVATE RESIDENCES,
A CONDOMINIUM

TABLE OF CONTENTS

<u>Title</u>	<u>Page No.</u>
I. Introduction and Submission.....	1
II. Definitions.....	1
III. Description of Condominium.....	5
IV. Restraint Upon Separation and Partition of Common Elements.....	10
V. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.....	11
VI. Amendments.....	11
VII. Maintenance and Repairs.....	12
VIII. Additions, Improvements or Alterations by the Association.....	13
IX. Additions, Alterations or Improvements by Unit Owner.....	13
X. Operation of the Condominium by the Association; Powers and Duties.....	16
XI. Determination of Common Expenses and Limited Common Expenses and Fixing of Assessments Therefore.....	19
XII. Collection of Assessments.....	19
XIII. Insurance.....	21
XIV. Reconstruction or Repair After Fire or Other Casualty.....	26
XV. Condemnation.....	28
XVI. Use and Occupancy Restrictions.....	30
XVII. Compliance and Default.....	38
XVIII. Termination of Condominium.....	40
XIX. Additional Rights of Mortgagees and Others.....	40
XX. Covenant Running With the Land.....	41
XXI. Disclaimer of Warranties.....	41
XXII. Metrowest Master Association, Inc.....	44
XXIII. Additional Provisions.....	45

**DECLARATION
OF
BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM**

Orlando Westpointe, LLC, a Delaware limited liability company, hereby declares:

I. Introduction and Submission.

(A) The Land. The Developer (as hereinafter defined) is the owner of that certain land located in Orange County, Florida, as more particularly described in **Exhibit "1"** attached hereto (the "Land").

(B) Submission Statement. Except as set forth in this Section I(B), the Developer hereby submits the Land and all improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Land - but excluding all public or private (e.g. cable television and/or other receiving or transmitting lines, fiber, antennae or equipment) utility installations therein or thereon and all leased property therein or thereon - and the rights granted to Developer, 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 and as it may be hereafter renumbered. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.

(C) Name. The name by which this condominium is to be identified is BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM (hereinafter called the "Condominium").

II. Definitions.

The following terms when used in this Declaration and in its Exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

(A) "Act" means the Florida Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof and as it may be hereafter renumbered.

(B) "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

(C) "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Unit Owner.

(D) "Association" or "Condominium Association" means BERMUDA DUNES PRIVATE RESIDENCES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, the sole entity responsible for the operation of the Condominium.

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

(F) "Board" or "Board of Directors" means the board of directors, from time to time, of the Association. Directors must be natural persons who are 18 years of age or older. Any person who has

been convicted of any felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for Board membership (provided, however, that the validity of any Board action is not affected if it is later determined that a member of the Board is ineligible for Board membership due to having been convicted of a felony).

(G) "Building" means the structure(s) in which the Units and the Common Elements are located, regardless of the number of such structures, which are located on the Condominium Property.

(H) "Bylaws" mean the Bylaws of the Association, as amended from time to time.

(I) "Charge" shall mean and refer to the imposition of any financial obligation by the Association which is not an Assessment as defined by Section II(C) above. Accordingly, as to Charges, the Association will not have the enforcement remedies that the Act grants for the collection of Assessments.

(J) "Commercial Units" means and refers to Units identified on **Exhibit "2"** attached hereto as "CU". References herein to "Units" or "Parcels" shall include the Commercial Units unless the context would prohibit or it is otherwise expressly provided. The designation of Units as "Commercial" is for ease of reference only and is not intended to limit or define the permitted uses of those Units. Subject to the provisions of this Declaration, the Commercial Units may be used for any lawful purpose.

(K) "Committee" means a group of Board Members, Unit Owners or Board Members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the proposed annual budget or to take action on behalf of the Board.

(L) "Common Elements" mean and include:

(1) The portions of the Condominium Property which are not included within the Units and/or the Association Property.

(2) All structural columns and bearing walls regardless of where located.

(3) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units, Common Elements and/or the Association Property.

(4) An easement of support in every portion of a Unit which contributes to the support of the Building.

(5) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements and/or to the Association Property.

(6) Any other parts of the Condominium Property designated as Common Elements in this Declaration, which shall specifically include the surface water management system, if any, serving the Condominium and such heating, ventilation and air conditioning equipment and systems (excluding duct work) designed to serve a Unit, whether located within or outside of a Unit.

(7) Any and all portions of the Life Safety Systems (as hereinafter defined), regardless of where located within the Condominium Property.

(M) "Common Expenses" mean all expenses incurred by the Association for the operation, management, maintenance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation, the following: (a) all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended; (b) the cost of a master antenna television system or duly franchised cable or satellite television service obtained pursuant to a bulk contract serving all Units; (c) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any, serving all Units; (d) if applicable, costs relating to reasonable transportation services, road maintenance and operation expenses, management, administrative, professional and consulting fees and expenses, and in-house and/or interactive communications and surveillance systems; (e) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (f) to the extent that the Association determines to acquire exterior storm shutters for all or any portion of the Condominium Property, all expense of installation, repair, and maintenance of same by the Board (provided, however, that a Unit Owner who has already installed exterior storm shutters (or other acceptable hurricane protection) for his or her Unit shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit, but shall not be excused from any portion of expenses related to maintenance, repair, replacement or operation of same), including, without limitation, any and all costs associated with putting the shutters on in the event of an impending storm (without creating any obligation on the part of the Association to do so) and, if the Association elected to put shutters on, the costs of taking the shutters off once the storm threat passes; (g) any lease or maintenance agreement payments required under leases or maintenance agreements for mechanical or other equipment, supplies, etc., including without limitation, leases for trash compacting, recycling and/or laundry equipment, if same is leased by the Association rather than being owned by it; (h) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems (as hereinafter defined); (i) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure; (j) costs of fire, windstorm, flood, liability and all other types of insurance including, without limitation, and specifically, insurance for officers and directors of the Association; (k) costs of water and sewer, electricity, gas and other utilities which are not consumed by and metered to individual Units; and (l) costs resulting from damage to the Condominium Property which are necessary to satisfy any deductible and/or to effect necessary repairs which are in excess of insurance proceeds received as a result of such damage. Common Expenses shall not include any separate obligations of individual Unit Owners.

(N) "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits, collected by the Association which exceeds Common Expenses.

(O) "Condominium" shall have the meaning given to it in Section I(C) above.

(P) "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit.

(Q) "Condominium Property" means the Land, Improvements and other property or property rights described in Section I(B) hereof, subject to the limitations thereof and exclusions therefrom.

(R) "County" means the County of Orange, State of Florida.

(S) "Declaration" or "Declaration of Condominium" means this instrument and all Exhibits attached hereto, as same may be amended from time to time.

(T) "Developer" means Orlando Westpointe, LLC, a Delaware limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. Notwithstanding any assignment of the Developer's rights hereunder (whether partially or in full), the assignee shall not be deemed to have assumed any of the obligations of the Developer unless, and only to the extent that, it expressly agrees to do so in writing. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association. All rights which are specified in this Declaration to be rights of the Developer are mortgageable, pledgeable, assignable or transferable. Any successor to, or assignee of, the rights of the Developer hereunder (whether as the result of voluntary assignment, foreclosure, assignment in lieu of foreclosure or otherwise) shall hold or be entitled to exercise the rights of Developer hereunder as fully as if named as such party herein. No party exercising rights as Developer hereunder shall have or incur any liability for the acts of any other party which previously exercised or subsequently shall exercise such rights.

(U) "Dispute", for purposes of Section XVII(A), means any disagreement between two or more parties that involves: (a) the authority of the Board, under any law or under this Declaration, the Articles or Bylaws to: (1) require any Owner to take any action, or not to take any action, involving that Owner's Unit or the appurtenances thereto; or (2) alter or add to a common area or Common Element; or (b) the failure of the Association, when required by law or this Declaration, the Articles or Bylaws to: (1) properly conduct elections; (2) give adequate notice of meetings or other actions; (3) properly conduct meetings; or (4) allow inspection of books and records. "Dispute" shall not include any disagreement that primarily involves title to any Unit or Common Element; the interpretation or enforcement of any warranty; or the levy of a fee or Assessment or the collection of an Assessment levied against a party.

(V) "Division" means the Division of Florida Land Sales, Condominiums and Mobile Homes of the Department of Business and Professional Regulation, State of Florida, or its successor.

(W) "First Mortgagee" shall have the meaning given to it in Section XII(E) below.

(X) "Improvements" mean all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.

(Y) "Institutional First Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate or mortgage investment trust, pension fund, government sponsored entity, 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 Mortgagees of Units to which, at least fifty one percent (51%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

(Z) "Land" shall have the meaning given to it in Section I(A) above.

(AA) "Life Safety Systems" mean and refer to any and all emergency lighting, emergency generators, audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the Building, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Building or the Condominium contains all such Life Safety Systems. In that regard, each Unit Owner, by acceptance of a deed or otherwise acquiring title to a Unit, understands and agrees that there is no fire sprinkler system serving the Units, and that each Unit Owner shall be deemed to have assumed all risks associated with that condition and to have fully waived and released any such warranty and claims for losses or damages resulting from same. For purposes of this Declaration, the Life Safety Systems shall also include the thermostats installed in certain of the Units. The thermostats are an integral part of the Life Safety Systems and are intended to assist in monitoring the accumulation of moisture in the Units to prevent same from reaching levels which may accelerate the development of molds, spores or other natural growths which if allowed to accumulate may become toxic or otherwise create health risks. Each Owner, by acceptance of a deed or otherwise acquiring title to a Unit, shall be deemed to understand and agree that the thermostats may have recording and/or monitoring features which can report back to the Association the temperature settings and readings in the Units. Without limiting the generality of the other provisions of this Declaration, the thermostats shall be operated and kept operable at all times and there shall be no alteration of or to the thermostats without the prior written approval of the Association.

(BB) "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, as 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.

(CC) "Material Amendment" shall have the meaning given to it in Section VI(B) below.

(DD) "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.

(EE) "Residential Unit" means and refers to each of the Units other than the Commercial Units. References herein to "Units" or "Parcels" shall include Residential Units unless the context prohibits or it is otherwise expressly provided.

(FF) "Unit" means a part of the Condominium Property which is subject to exclusive ownership, and except where specifically excluded, or the context otherwise requires, shall be deemed to include the Residential Units and the Commercial Units.

(GG) "Unit Owner" or "Owner of a Unit" or "Owner" means a record owner of legal title to a Condominium Parcel.

III. Description of Condominium.

(A) Identification of Units. The Land has constructed thereon fifteen (15) buildings containing three hundred thirty-six (336) Residential Units and four (4) Commercial Units. Each such Unit is identified by a separate numerical or alpha-numerical designation. The designation of each of such Units is set forth on **Exhibit "2"** attached hereto. **Exhibit "2"** consists of a survey of

the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said **Exhibit "2"**, 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 provided in this Declaration, including, without limitation, the right to transfer such right to other Units or Unit Owners; (c) an exclusive easement for the use of the airspace 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 airspace 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.

(B) Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:

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

(i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the upper story if the Unit is a multi-story Unit, provided that in multi-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling).

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story if the Unit is a, multi-story Unit, provided that in multi-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor).

(iii) Interior Divisions. Except as provided in Section III(B)(1)(i) and Section III(B)(1)(ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the multi-floors, in all cases of a multi-story Unit, if any, or nonstructural interior walls shall be considered a boundary of the Unit.

(2) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

(3) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows and skylights, such boundaries shall be extended to include the windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exteriors of doors facing interior Common Element hallways shall not be included in the boundaries of the Unit and shall therefore be Common Elements. Further, notwithstanding anything to the contrary, the structural components of the Building, and the Life Safety Systems, regardless of where located, are expressly excluded from the Units and are instead deemed Common Elements.

(4) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as **Exhibit "2"** hereto shall control in

determining the boundaries of a Unit, except that the provisions of Section III(B)(3) above shall control unless specifically depicted and labeled otherwise on such survey.

(C) Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

(1) Patios and Balconies Appurtenant to Units. Any patio and/or balcony, and all improvements thereto, as to which direct and exclusive access shall be afforded to any particular Unit(s) to the exclusion of others shall be a Limited Common Element of such Unit(s). Except only as set forth below, the Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Elements, with the costs of same being a part of the Common Expenses. Except only as set forth below, each Unit Owner shall, however, be responsible for the maintenance of any other portions of such areas, for the general cleaning, plant care and upkeep of the appearance of the area(s). A Unit Owner using a patio and/or balcony, or making or causing to be made any additions, alterations or improvements thereto 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, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom.

(2) Parking. Each Unit's parking rights are set forth in Article XVI(J) of this Declaration.

(3) Miscellaneous Areas, Equipment. Except to the extent that same are located within the boundaries of a Unit, any fixtures or equipment (e.g., an air conditioning compressor, other portions of any air conditioning systems, and/or heater, if any, or hot water heater) serving a Unit or Units exclusively and any area (e.g., a closet, roof space or ground slab or roof surface) upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s). Without limiting the foregoing, each air conditioning unit (and all equipment and fixtures constituting an individual air conditioning system) located on the roof of the Building which serves only one Unit shall be deemed a Limited Common Element of the Unit it serves. The maintenance (and cost) of any such fixtures and/or equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which the fixtures and/or equipment are appurtenant.

(4) Other. If applicable, any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one Unit or more than one Unit (i.e., any hallway and/or elevator landing serving a single Unit or more than one Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit and shall be maintained by said Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made. The designation of any portion of the Common Elements as a Limited Common Element under this Section III(C)(4) shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude, or in any way interfere with the passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or operation of the elevators, Life Safety Systems, mechanical equipment and/or other Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas (and an easement is hereby reserved for such purposes).

(D) Easements. The following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of the County):

(1) Support. Each Unit and any structure and/or improvement now or hereafter constructed adjacent thereto shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units, the Common Elements and/or the Association Property.

(2) Utility and Other Services: Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable television, communications and monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications and other services and drainage in order to serve the Condominium and/or members of the Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications, monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications or other service or drainage facilities or the use of these easements. The Association shall have an irrevocable right of access to each Unit to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications, monitoring systems, Life Safety Systems, digital and/or other satellite systems, broadband communications and similar systems, hot water heaters, service and drainage facilities, and Common Elements contained in the Unit or elsewhere in the Condominium Property; and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) days' notice (which notice shall not, however, be required if the Unit Owner is absent when the giving of notice is attempted).

(3) Encroachments. If (i) any portion of the Common Elements and/or the Association Property encroaches upon any Unit; (ii) any Unit (or Limited Common Element appurtenant thereto) encroaches upon any other Unit or upon any portion of the Common Elements and/or the Association Property; or (iii) any encroachment shall hereafter occur as a result of (1) construction of the Improvements; (2) settling or shifting of the Improvements; (3) any alteration or repair to the Common Elements and/or the Association Property made by or with the consent of the Association or Developer; as appropriate; or (4) 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 and/or the Association Property, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of same so long as the Improvements shall stand.

(4) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, and for each member of the Association shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements (including, without limitation, Limited Common Elements) and Association Property as from time to time may be intended and designated for such purpose and use by the Board; and for vehicular and pedestrian traffic over, through and across, and parking on, such portions of the Common Elements and Association Property as from time to time may be paved and intended for such purposes. None of the easements specified in this Section III(D)(4) 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.

(5) Development; Maintenance. The Developer (including its affiliates and its or their 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 undertaking and completing any renovations thereof and/or any Improvements or Units located or to be located thereon, and/or any improvements located or to be located adjacent thereto and for repair, replacement and maintenance or warranty purposes or where the Developer, in its sole discretion, determines that it is required or desires to do so. The Association (and its designees, contractors, subcontractors, employees) shall have the right to have access to each Unit from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to close exterior storm shutters in the event of the issuance of a storm watch or storm warning.

(6) Exterior Building Maintenance. An easement is hereby reserved on, through and across each Unit and all Limited Common Elements appurtenant thereto in order to afford access to the Association (and its contractors) to perform roof repairs and/or replacements, repair, replace, maintain and/or alter rooftop mechanical equipment, to stage window washing equipment and to perform window washing and/or any other exterior maintenance and/or painting of the Building.

(7) Sales and Leasing Activity. Until such time as Developer (or any of its affiliates) is no longer offering Units for sale in the ordinary course of business, the Developer, its designees, successors and assigns, hereby reserves and shall have the right to use any Units owned by Developer (or its affiliates) and all of the Common Elements or Association Property for guest accommodations, model apartments and sales, leasing, management, administration and construction offices, to provide financial services, to show model Units and/or apartments and the Common Elements and/or any other portions of the Condominium Property or such neighboring property to prospective purchasers and tenants of Units and/or "units" or "apartments" constructed on any neighboring properties, and to erect on the Condominium Property and Association Property signs, displays and other promotional material to advertise Units or other properties for sale or lease either in the Condominium or such neighboring properties (and an easement is hereby reserved for all such purposes and without the requirement that any consideration be paid by the Developer to the Association or to any Unit Owner).

(8) Public Easements. Fire, police, health and sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Elements in the performance of their respective duties.

(9) Roof. A non-exclusive easement in favor of the Developer (including, its contractors, agents, designees and assignees) is hereby reserved, to the fullest extent permitted by law, to allow the Developer to install mechanical equipment, antennas, dishes, receiving, transmitting, monitoring and/or other equipment or items which Developer may elect to install (the "Private Rooftop Equipment"), whether for itself or any third party (including persons who are not Owners of any portion of the Condominium) upon the roof of the Condominium and/or Association Property and/or upon any mechanical installations located upon the roof. Without limiting the generality of the foregoing, easements in favor of the Developer shall exist: (i) for pedestrian traffic over, through and across the Common Elements and/or Association Property as may be necessary to access the Condominium rooftop, and, (ii) to connect to the utility systems within the Condominium and over and across such other portions of the Condominium Property and/or Association Property as may be reasonably necessary to permit hook-up of any Private Rooftop Equipment, and (iii) over, in, under and upon such portions of the Condominium Property and/or Association Property as may

be reasonably necessary or appropriate for the installation, maintenance, repair, replacement and/or alteration of the Private Rooftop Equipment. Notwithstanding anything to the contrary contained in this Section III(D)(9), in exercising any of the easements granted herein, Developer may not impair service to any Units and/or the Common Elements and must comply with all applicable laws, rules, ordinances and regulations of all governmental authorities having jurisdiction.

(10) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for acts or omissions of Developer in the development, construction, sale, resale, leasing, financing and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner and without requiring any consideration to be paid by the Developer to the Unit Owners and/or Condominium Association (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. The failure of the Association or any Unit Owner to grant, or to interfere with, such access, shall alleviate the Developer from having to fulfill its warranty obligations and the costs, expenses, liabilities or damages arising out of any unfulfilled Developer warranty will be the sole obligation and liability of the person or entity who or which impedes the Developer in any way in. Developer's activities described in this Section III(D)(10). The easements reserved in this Section shall expressly survive the transfer of control of the Association to Unit Owners other than the Developer. Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed as set forth in Article XXI below.

(11) Golf Course. The Condominium Property is immediately adjacent to the Metrowest Country Club and as such, a portion of the Property is subject to easements including golf cart paths in favor of the owners, guests, invitees and contractors of the golf course property.

(12) Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Unit Owners (each of whom hereby appoints the Association as its attorney in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems, communications or service easements (and appropriate bills of sale for equipment, conduits, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

IV. 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 therefrom 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, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the 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.

V. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

(A) Percentage Ownership and Shares in Common Elements. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is as set forth on **Exhibit "3"** attached hereto, same having been determined based upon the total square footage of the applicable Unit in uniform relationship to the total square footage of each other Unit.

(B) Voting. Each Unit shall be entitled to one (1) vote, with all such votes to be cast in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association. Each Unit Owner shall be a member of the Association.

VI. Amendments.

Except as elsewhere provided herein, amendments may be effected as follows:

(A) By The Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing in excess of 66 2/3% of the voting interests of all Unit Owners. Directors and members, not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided that such approval is delivered to the secretary at or prior to the meeting, however, such approval or disapproval may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

(B) Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by in excess of 66 2/3% of the voting interests of Unit Owners. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement, operation, repair and maintenance of approved exterior storm shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.

(C) Mortgagee's Consent. 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 mortgagees of Units without the consent of said mortgagees in each instance; nor shall an amendment make any change in the Sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the

adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

(D) Water Management District. No amendment may be adopted which would affect the surface water management and/or drainage systems, including environmental conservation areas, without the consent of the applicable water management district (the "District"). The District shall determine whether the amendment necessitates a modification of the current surface water management permit. If a modification is necessary, the District will advise the Association.

(E) By or Affecting the Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the Bylaws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment: (i) to permit time-share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); or (ii) to effect a Material Amendment which must be approved, if at all, in the manner set forth in Section VI(B) above. The unilateral amendment right set forth herein shall include, without limitation, the right to correct scrivener's errors. 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 prior written consent of the Developer in each instance.

(F) Amendments Affecting Commercial Units. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise materially or adversely affect any rights, benefits, privileges or priorities granted or reserved to the Owner(s) from time to time of the Commercial Units, without the consent of the Commercial Unit Owners in each instance.

(G) 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, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable amendment is properly recorded in the public records of the County. 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, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

VII. Maintenance and Repairs.

(A) Units and Limited Common Elements. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, foreseen or unforeseen, including, without limitation, maintenance, repair and replacement of windows, window coverings, interior nonstructural walls, the interior side of any entrance door and all other doors within or affording access to a Unit, washer/dryer, and the electrical (including wiring), plumbing (including fixtures and connections), interior of the parking garage and garage door (if applicable), interior of the storage space and storage space door (if applicable), fixtures and outlets, appliances, carpets and other floor coverings,

all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

(B) Common Elements and Association Property. Except to the extent (i) expressly provided to the contrary herein, or (ii) proceeds of insurance are made available therefore, all maintenance, repairs and replacements in or to the Common Elements, including the exterior walls of storage spaces and garages (other than those portions of the Limited Common Elements to be maintained by the Unit Owners as provided above) and Association Property shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

(C) Specific Unit Owner Responsibility. The obligation to maintain and repair any plumbing or electrical feeds, fixtures or other items of property which service a particular Unit or Units (to the exclusion of other Units), including, without limitation, any exterior storm shutters protecting doors or windows for a particular Unit, shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units. Notwithstanding the foregoing, the Association is responsible to maintain and repair air conditioning and heating equipment (including fan motors, compressors and condensing units) and hot water heaters.

VIII. Additions, Improvements or Alterations by the Association.

Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of three percent (3%) of the then applicable budget of the Association 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 an affirmative vote representing a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate three percent (3%) of the then applicable budget of the Association or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. 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 required to be made beyond that year.

IX. Additions, Alterations or Improvements by Unit Owner.

(A) Consent of the Board of Directors. The Board of Directors or Developer, as applicable, shall have the authority to promulgate construction rules and all Owners must comply with the restrictions, covenants and provisions set forth in the construction rules. In the event of an inconsistency between the Declaration and construction rules, the more restrictive of the two shall prevail. No Residential Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, any structural addition, his or her Residential Unit, or any Limited Common Element without, in each instance, obtaining the proper consent as required below depending on the category the addition, alteration or improvement falls under. Without limiting the generality of this Section IX(A), no Unit Owner shall cause or allow improvements or

changes to his or her Unit, or to any Limited Common Elements, Common Elements or any property of the Condominium Association which does or could in any way affect, directly or indirectly, the structural, electrical, plumbing, Life Safety Systems, or mechanical systems, or any landscaping or drainage, of any portion of the Condominium Property without first obtaining the written consent of the Board of the Association. No spas, hot tubs, whirlpools, infant portable pools or similar types of products will be permitted to be placed or installed on any patio or balcony which is appurtenant to any Unit. The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor, or others, to perform the work, imposing conduct standards on all such workmen, establishing permitted work hours and requiring the Residential Unit Owner to obtain insurance naming the Developer and the Association as additional named insureds. All persons performing work at the Property must have proper insurance, limits and amounts to be set forth in the construction rules. Notwithstanding the provisions of this Section IX(A), no Unit Owner may, and the Board shall not approve any request to make any addition, alteration or improvement to the exterior of the Building, nor any addition, alteration, improvement and/or enclosing of any balconies, patios and terraces which are not already so enclosed. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked.

(B) Remodeling projects have been divided into three (3) categories which have differing levels of notification and approval requirements.

(1) Category A Project. Category A Project means a construction project undertaken by a Unit Owner that is primarily decorative in nature and does not affect any Common Elements, appliances or plumbing, electrical, ventilation, telephone or master antenna systems or components. Prior to beginning a Category A Project, the Unit Owner should notify the management company for the Building ("Management") of the proposed work.

(2) Category B Project. Category B Project means a Category A Project plus construction undertaken by a Unit Owner that may affect the Common Elements, appliances or plumbing, electrical, ventilation, telephone or master antenna systems or components. Prior to the commencement of a Category B Project, the Unit Owner must obtain written approval from the Board, notify Management and cause Management or an Association representative to inspect the work prior to closing up of any walls or other areas concealing plumbing or electrical work or flooring underlayment.

(3) Category C Project. Category C Project means a Category A or B (or Category A and B) plus construction undertaken by a Unit Owner that affects the Common Elements. Prior to beginning a Category C Project, the Unit Owner must obtain written approval from the Board, notify Management and cause Management or an Association representative to inspect the work prior to closing up of any walls or other areas concealing plumbing or electrical work or flooring underlayment and enter into a license agreement with the Association in the form approved by the Board.

All work performed in the Building must be performed in accordance with all appropriate requirements of and permits from all governmental agencies having jurisdiction over the work. A Residential Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs,

personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them against any liability or damage to the Condominium and/or Association 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. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

(C) Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No barrier including, but not limited to personality, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

(D) Improvements, Additions or Alterations by Developer or Commercial Unit Owners. Anything to the contrary notwithstanding, the foregoing restrictions of this Article IX shall not apply to Developer-owned Units or Commercial Units. The Developer and each Commercial Unit Owner 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 or them and Limited Common Elements appurtenant thereto (including, without limitation, the Commercial Limited Common Elements and/or the removal of walls, floors, ceilings and other structural portions of the Improvements and/or the installation of divider walls). Further, Developer reserves the right, without the consent or approval of the Board of Directors or other Unit Owners, to expand, alter or add to all or any part of the recreational facilities. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section shall be adopted in accordance with Section VI and Section IX(E) of this Declaration. Additionally, a Commercial Unit Owner shall have the right, without the consent or approval of the Association, 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 Commercial Unit owned by it and Limited Common Elements appurtenant or adjacent thereto (including, without limitation, the Commercial Limited Common Elements and/or the removal of walls, floors, decorative ceilings and other structural portions of the Improvements, the installation of signage on or in their Units and/or on the exterior walls bounding same and/or the underside of any facades or balconies in proximity to the

Unit (or its Limited Common Elements), to place furniture, tables, chairs and other furnishings and equipment on any patios and/or terraces appurtenant to the Unit and to generally take such other steps as the Commercial Unit Owner reasonably believes necessary to maximize the use of the Commercial Unit). The Commercial Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association 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.

(E) Changes in Developer-Owned Units. Without limiting the generality of the provisions above, and anything to the contrary, notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; and (iii) combine or divide Developer-owned Units while not changing the fractional shares or the size of the legal Unit(s); provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Units and incorporate Units, or portions thereof, into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section, shall be effected by the Developer alone pursuant to Section VI(E), without the vote or consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any of same constitutes a Material Amendment, in which event, the amendment must be approved as set forth in Section VI(B) above. Without limiting the generality of Section VI(E) hereof, the provisions of this Section may not be added to, amended or deleted without the prior written consent of the Developer.

X. Operation of the Condominium by the Association; Powers and Duties.

(A) Powers and Duties. The Association shall be the entity responsible for the operation of the Condominium and the Association Property. The powers and duties of the Association shall include those set forth in the Bylaws and Articles of Incorporation of the Association (respectively, Exhibits "4" and "5" annexed hereto), as amended from time to time. The affairs of the Association shall be governed by a Board of not less than three (3) nor more than nine (9) directors. 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:

(1) The irrevocable right to have access to each Unit and any Limited Common Elements appurtenant thereto from time to time during reasonable hours as may be necessary for pest control, or other purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at anytime and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including, without limitation, (but without obligation or duty) to install and/or close exterior storm shutters in the event of the issuance of a storm watch or storm warning and/or to maintain, repair, replace and/or operate Life Safety Systems. Unless the Association expressly assumes the obligation to install and/or close exterior storm shutters in the event of the issuance of a

storm watch or storm warning, the obligation to put shutters on, and then remove shutters, intended to protect individual Units shall be the sole obligation of the Unit Owner.

(2) The power to make and collect Assessments and other Charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.

(3) 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 written request.

(4) The Association shall assume all of Developer's and/or its affiliates' responsibilities to the County, and its governmental and quasi-governmental subdivisions and similar entities of any kind with respect to the Condominium Property and, in either such instance, the Association shall indemnify and hold Developer and its affiliates harmless with respect thereto in the event of the Association's failure to fulfill those responsibilities.

(5) The power to contract for the management and maintenance of the Condominium Property and to authorize a 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 reviewing and evaluating the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in 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.

(6) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefore mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority of the entire membership of the Board of Directors and a majority of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the Bylaws with respect to certain borrowing. The foregoing restriction shall not apply if such indebtedness is entered into for the purpose of financing insurance premiums, which action may be undertaken solely by the Board of Directors, without requiring a vote of the Unit Owners.

(7) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property. However, no rule or regulation shall be binding on the Commercial Units unless approved by a majority vote of the Commercial Units.

(8) The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, subject to Article VIII hereof. Real property (including, without limitation, any of the Units) shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors alone; provided that the requirements of Article VIII pertaining to the Unit Owners' approval of costs in excess of the threshold amount stated therein (including the proviso regarding the debt incurred) shall also apply to the acquisition of real property; provided, further, however, that the acquisition of any Unit as a result of a foreclosure of the lien for Assessments (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for same and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit(s) without requiring the consent of Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership),

rental, membership fees, taxes, Assessments, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

(9) The obligation to (i) operate and maintain the surface water management system in accordance with the permit issued by the District, (ii) carry out, maintain, and monitor any required wetland mitigation tasks and (iii) maintain copies of all permitting actions with regard to the District.

(10) The power to execute all documents or consents, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.) relating to the Condominium Property, and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each mortgagee of a Unit by acceptance of a lien on said Unit, appoints and designates the President of the Association, as such Owner's agent and attorney in-fact to execute any and all such documents or consents.

(11) 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, the Bylaws, Chapters 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.

In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration and the Exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, Bylaws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the Bylaws and applicable rules and regulations; and the Bylaws 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 control over the Condominium, consistent with the Act.

(B) Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable 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 or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section IX(A) hereof. The Association also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms. Notwithstanding the foregoing, nothing contained herein shall relieve the Association of its duty of ordinary care, as established by the Act, in carrying out the powers and duties set forth herein, nor deprive Unit Owners of their right to sue the Association if it negligently or willfully causes damage to the Unit Owner's property during the performance of its duties hereunder. The limitations upon liability of the Association described in this Section X(B) are subject to the provisions of Section 718.111(3) Florida Statutes.

(C) 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.

(D) 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.

(E) Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or Bylaws of the Association, 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.

(F) Effect on Developer. If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken after control of the Association has passed to Unit Owners (other than the Developer), without the prior written approval of the Developer:

(1) Assessment of the Developer as a Unit Owner for capital improvements;

(2) Any action by the Association that would be detrimental to the sales of Units by the Developer or the assignment of Limited Common Elements by the Developer for consideration; provided, however, that an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

XI. Determination of Common Expenses and Limited Common Expenses and Fixing of Assessments Therefore.

The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium and the Association, determine the amount of Assessments 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 Bylaws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, 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 or Bylaws of the Association, applicable rules and regulations or by 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 Budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the Bylaws.

XII. Collection of Assessments.

(A) Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, shall be liable for all

Assessments coming due while he is the Unit Owner. 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 the Owner may have to recover from the previous Owner the amounts paid by the grantee 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.

(B) Special and Capital Improvement Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" upon the following terms and conditions:

(1) "Special Assessments" shall mean and refer to an Assessment against each Owner and his 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.

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

Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board; provided that, if such Special Assessments or Capital Improvement Assessments, in the aggregate in any year, exceed three percent (3%) of the then estimated operating budget of the Association, the Board must obtain approval of a majority of the voting interests represented at a meeting at which a quorum is attained.

(C) Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (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 thirty (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 attorney's 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 attorney's fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

(D) 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 shall be paid by the party which does not prevail in the foreclosure action.

(E) First Mortgagee. The liability of the holder of a first mortgage on a Unit (each, a "First Mortgagee"), or its successors or assigns, who acquires title to a Unit by foreclosure or by deed

in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due prior to the First Mortgagee's acquisition of title is limited to the lesser of:

(1) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(2) One percent (1%) of the original mortgage debt.

As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the First Mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee.

A First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period of its ownership of such Unit, whether or not such Unit is unoccupied, be excused from the payment of any of the Common Expenses coming due during the period of such ownership.

(F) Estoppel Statement. Within fifteen (15) days after receiving a written request therefore from a purchaser, Unit Owner or mortgagee of a Unit, the Association shall provide, a certificate, signed by an officer or agent of the Association, stating all Assessments and other moneys owed to the Association by the Unit Owner with respect to his or her Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected thereby. The Association or its authorized agent may charge a reasonable fee for the preparation of such certificate.

(G) Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, assessments will be collected monthly, and be due on the first day of each calendar month.

(H) Application of Payments. Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installment(s) as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

XIII. Insurance.

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

(A) Purchase, Custody and Payment.

(1) Purchase. All insurance policies described herein covering portions of the Condominium and Association Property shall be purchased by the Association and shall be issued either by an insurance company authorized to do business in Florida, or by a surplus lines carrier offering policies for Florida properties reasonably acceptable to the Board.

(2) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance, if requested thereby.

(3) Named Insured. 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 named insured's.

(4) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).

(5) 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 ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.

(6) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Unit, including, but not limited to, their personal property, and for their personal liability, moving and relocation expenses, lost rent expenses and living expenses and for any other risks not otherwise insured in accordance herewith. It shall be the sole responsibility of the Unit Owner and/or occupant to obtain the following insurance policies: personal property, moving and relocation expenses, lost rent expenses and personal liability with combined single limit liability of not less than \$500,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage.

(B) Coverage. The Association shall maintain insurance covering the following:

(1) Casualty. The Insured Property (as hereinafter defined) shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs (and subject to such reasonable deductibles as discussed below). The policy shall provide primary coverage for the following (the "Insured Property"): (i) all portions of the Condominium Property located outside the Units, (ii) the Condominium Property located inside the Units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time that the Unit was initially conveyed, and (iii) the Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policies) and all improvements located on the Common Elements and the Association Property from time to time, together with all fixtures, building service equipment, personal property and supplies constituting the Common Elements or Association Property. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner and/or heating equipment, water heaters, water filters, built-in cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware and similar window treatment components, or replacements of any of the foregoing which are located within the boundaries of a Unit and serve only one Unit and all air conditioning compressors that service only an individual Unit, if any, whether or not located within the Unit boundaries.. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and 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.

(2) Liability. 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 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association's employees, in such amounts and under such terms and conditions as the Association deems appropriate in its sole and absolute discretion.

(3) Worker's Compensation and other mandatory insurance, when applicable.

(4) Flood Insurance covering the Common Elements, Association Property and Units if required by the Primary Institutional First Mortgagee or FNMA/FHLMC, or if the Association so elects.

(5) Errors and Omissions. The Association shall obtain and maintain adequate liability, errors and omission coverage on behalf of each of the officers and directors of the Association.

(6) Fidelity Insurance or Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds, which shall include, without limitation, those individuals authorized to sign Association checks and the president, secretary and treasurer of the Association. The insurance policy or fidelity bond shall be in such amount as shall be determined by a majority of the Board, but must be sufficient to cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The premiums on such bonds and/or insurance shall be paid by the Association as a Common Expense.

(7) 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.

(8) Such Other Insurance as the Board of Directors of the Association 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 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 of the Association, a member of the Board of Directors of the Association, 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 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 casualty insurance policy obtained by the Association, if required by FNMA/FHLMC, shall have the following endorsements: (i) agreed amount and inflation guard and (ii) steam boiler coverage (providing at least \$50,000 coverage for each accident at each location), if applicable.

(C) Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days' prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may (or if required by FNMA/FHLMC, shall) 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.

(D) 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 any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate. The Board shall determine the appropriate deductible for each policy of insurance. Each Owner, by acceptance of a deed or other conveyance of a Unit, hereby ratifies and confirms any decisions made by the Association in this regard and recognizes and agrees that funds to cover the deductible must be provided from the general operating funds of the Association before the Association will be entitled to insurance proceeds. The Association may, but shall not be obligated to, establish a reserve to cover any applicable deductible.

(E) 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 Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors as provided in Section XIII(J), 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:

(1) Insured Property. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in Section XIII(E)(2) below.

(2) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which the Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.

(3) 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.

(F) 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:

(1) Expenses of the Trustee. All expenses of the Insurance Trustee shall be first paid or provision shall be made therefore.

(2) 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 the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them.

(3) 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 XIII(E) above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners.

(4) 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.

(G) 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.

(H) Unit Owners' Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within his Unit, nor casualty or theft loss to the contents of an Owner's Unit. It shall be the obligation of the individual Unit Owner to purchase and pay for insurance as to all such and other risks not covered by insurance carried by the Association, including the policies described in Section XIII(A)(6).

(I) Benefit of Mortgagees. Certain provisions in this Article XIII entitled "Insurance" are for the benefit of mortgagees of Units and may be enforced by such mortgagees.

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

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

XIV. Reconstruction or Repair After Fire or Other Casualty.

(A) **Determination to Reconstruct or Repair.** Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) 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 Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If seventy-five percent (75%) or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning eighty percent (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 will not be repaired and shall be subject to an action for partition instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit), and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of the Association (with respect to proceeds held for damage to the Optional Property, if any, and/or that portion of the Insured Property lying within the boundaries of the Unit); provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such fund all mortgages and liens on his Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words "promptly repair" are used, it shall mean that repairs are to begin not more than sixty (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 ninety (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.

(B) **Plans and Specifications.** Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and, if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than eighty percent (80%) of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgagees) the plans for which are to be altered.

(C) **Special Responsibility.** If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair the damaged Optional Property, provided the respective Unit Owners shall be individually responsible for any amount by which the cost of such repair or reconstruction exceeds

the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the Association.

(1) 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:

(i) 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, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; provided, however, that upon request 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.

(ii) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section XIV(C)(1)(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.

(iii) 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 may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for his portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.

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

(v) 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 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.

(D) 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 made 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, and on account, of damage to the Optional Property, the Association shall charge the Owner (but shall not levy an Assessment) in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.

(E) Benefit of Mortgagees. Certain provisions in this Article XIV are for the benefit of mortgagees of Units and may be enforced by any of them.

XV. Condemnation

(A) Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.

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

(C) Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments 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 the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Article XV specifically provided.

(D) Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(1) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and paid by the Owner of the Unit.

(2) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.

(3) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit after the taking and the denominator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:

(i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and

(ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

(E) Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

(1) Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

(2) 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 of the Association; provided that if the cost of the work therefore shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

(3) 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 shall be effected by restating the shares of continuing Unit Owners as follows:

(i) add the total of all percentages of all Units of continuing Owners prior to this adjustment, but after any adjustments made necessary by Section XV(D)(3) hereof (the "Percentage Balance"); and

(ii) divide the percentage of each Unit of a continuing Owner prior to this adjustment, but after any adjustments made necessary by Section XV(D)(3) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

(4) Assessments. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required 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.

(5) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking. Notwithstanding the foregoing, nothing contained herein shall limit or abridge the remedies of Unit Owners provided in Sections 718.303 and 718.506, Florida Statutes.

(F) Taking of Common Elements. Awards for the taking of 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, 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 to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and the mortgagees of the Unit.

(G) 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 of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

XVI. Use and Occupancy Restrictions.

In order to provide for congenial occupancy of the Condominium and Association 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:

(A) Occupancy. Each Residential Unit shall be used as a residence and/or home office only, except as otherwise herein expressly provided, all in accordance with, and only to the extent permitted by, applicable city, county, state and federal codes, ordinances and regulations. The Commercial Units may be used for any lawful purpose, and nothing in the Declaration shall preclude multiple uses from being made by the Commercial Units. Home office use of a Residential Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by

employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property. The foregoing provisions shall not be applicable to Units used by the Developer which it has the authority to do without Unit Owner consent or approval, and without payment of consideration, for model apartments, guest suites, re-sales and/or leasing offices and/or for the provision of management, construction development, maintenance, repair and/or financial services. There shall be no move out fees or other similar fees when a Unit Owner or tenant vacates a Unit.

(B) Children. Children shall be permitted to be occupants of Units, but are restricted in certain activities. See the Rules and Regulations attached to the Bylaws as Schedule "A" thereto.

(C) Pet Restrictions. Not more than two (2) pets (which shall be limited to domesticated dogs, cats or birds) may be maintained in a Unit provided such pets are: (a) as to each pet, not in excess of fifty (50) pounds fully grown; (b) permitted to be so kept by applicable laws and regulations, (c) not left unattended on patios or balconies, (d) generally, not a nuisance to residents of other Units or of neighboring buildings; (e) carried or leashed at all times when on the Common Elements and/or Association Property; and (f) not a pit bull or other breed considered to be dangerous by the Board of Directors (in its sole and absolute discretion); provided that neither the Developer, the Board nor the Association shall be liable for any personal injury, death or property damage resulting from a violation of the foregoing and any occupant of a Unit committing such a violation shall fully indemnify and hold harmless the Board of Directors, the Developer, each Unit Owner and the Association in such regard. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times when outside the Unit or enclosed patio. Pets shall only be walked or taken upon those portions of the Common Elements designated by the Association, if any, from time to time for such purposes. Pets shall only be in the hallways of the Building as a means of direct ingress or egress to and from its Owner's Unit and the exterior of the Building. Any landscaping damage or other damage to the Common Elements caused by a Unit Owner's pet must be promptly repaired by the Unit Owner. The Association retains the right to effect said repairs and charge the Unit Owner therefore. A violation of the provisions of this paragraph shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners and/or to require any pet to be permanently removed from the Condominium Property. No pets shall be maintained in the Commercial Units, provided, however, that nothing herein shall prohibit the guests, patrons or invitees of the Commercial Units from bringing their pets with them when patronizing the Commercial Units (to the extent permitted by the Commercial Units Owner, tenant or operator, as applicable).

(D) Alterations. In addition to the provisions of Article IX, no Residential Unit Owner shall cause or allow improvements or physical or structural changes to any Residential Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing or altering any electrical wiring, or plumbing system, installing television antennae, satellite dishes, electronic devices transmitting and/or receiving equipment, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or the exterior of said Unit, without obtaining the prior written consent of the Association (in the manner specified in the Declaration). The foregoing shall specifically not apply to the owners of the Commercial Units.

(E) Flags. Notwithstanding the provisions of Section IX(A) above, and Section XVI(G) below, any Unit Owner may display one (1) portable, removable United States flag in a respectful way, and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, September 11 and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 41/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps or Coast Guard.

(F) Window Coverings. Curtains, blinds, shutters, levelors, or draperies (or linings thereof) which face the exterior windows or glass doors of Residential Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced by the Unit Owners with items acceptable to the Association.

(G) Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In that regard, each Unit Owner, by acceptance of a deed for a Unit, thereby covenants and agrees that it is the intention of the Developer that the stairwells of the Building are intended for ingress and egress in the event of emergency only, and as such are constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. Similarly, the garages and utility pipes serving the Condominium are intended solely for functional purposes, and as such will be left unfinished without regard to the aesthetic appearance of same. The foregoing is not intended to prohibit the use of the stairwells, garage, and utility pipes for any other proper purpose. Additionally, no Unit Owner shall be permitted to store any items whatsoever on balconies, patios, or terraces, including, without limitation, bicycles and/or motor bikes or any other item that extends above the height of the balcony railing.

(H) Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants' of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by this Declaration shall be deemed a nuisance, regardless of any noises and/or odors emanating therefrom (except, however, to the extent that such odors and/or noises exceed limits permitted by applicable law). No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association 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 and/or Association 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. Similarly, inasmuch as the Commercial Units may attract customers, patrons and/or guests who are not members of the Association, such additional traffic over and upon the Common Elements shall not be deemed a nuisance or improper use hereunder.

(I) Leases. No portion of a Unit (other than an entire Unit) may be rented. Each lease shall be in writing and shall specifically provide that the Association shall have the right (1) to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation or Bylaws of the Association, or other applicable provisions of any agreement, document or instrument governing the Condominium or administered by the Association, and (2) to collect all rental payments due to the Owner and apply same against unpaid Assessments if, and to the extent that, the Unit Owner is in default in the payment of Assessments. Leasing of Residential Units shall not be subject to the prior approval of the Association unless the lessor is delinquent in the payment of Assessments to the Association or has an outstanding fine. Provided, however, that the Association must receive notice of the leasing of a Unit not less than five (5) days prior to the commencement of the lease term (together with a copy of the applicable lease). Provided, however, that if the Unit is 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 shall be paid by the party which does not prevail in the foreclosure action. No lease of a Residential Unit shall be for a period less than that permitted under the City of Orlando and other applicable zoning and land use rules, regulations and ordinances and the Metrowest Master Association documents.

The foregoing leasing restrictions shall not apply to the Commercial Units and the Commercial Units may be leased on any terms that may be desired by the Commercial Units Owner.

Every lease of a Unit shall specifically provide (or, if it does not, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all Exhibits hereto) and with any and all rules and regulations adopted by the Association from time to time (before or after the execution of the lease and/or any modifications, renewals or extensions of same). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant and special Assessments may be levied against the Unit therefore. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease.

When a Residential Unit is leased, a tenant shall have all use rights in Association Property and those 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, unless such rights are waived in writing by the tenant. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property and Common Elements otherwise readily available for use generally by Unit Owners.

The foregoing leasing restrictions shall not apply to the Commercial Units and the Commercial Units may be leased on any terms that may be desired by the Commercial Unit Owners.

(J) Parking.

(1) Parking Garages: There will be parking garages ("Garage") within the Property that will be assigned to a particular Unit within the Building in which it is located, with the expenses related thereto being paid by those Unit Owners assigned the Limited Common Element rights in the Garage.

(i) Prior to closing, the Developer shall assign each Garage to a particular Unit and the Garage shall become a Limited Common Element appurtenant to such Unit, for the exclusive use of the Unit Owners or occupants, except to the extent a transfer of such Garage is permitted below. No Unit Owner shall have or acquire fee simple title to the Garage at any time except as part of the Unit Owner's undivided share in the Common Elements.

(ii) All such assignments of Garages shall not be recorded in the public records of the County but rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the Bylaws) ("Garage Assignment"). The Association shall maintain a book or record for purposes of documenting the current assignee or lessee of each Garage ("Garage Record"). The Association shall record such Parking Assignment in the Parking Record. No conveyance or assignment in any manner whatsoever for use of a Garage constituting a Limited Common Element may be made or accomplished separately from the conveyance or passing of title to the Unit to which it is appurtenant, except as set forth below. A Unit Owner who has a Garage may, upon prior written express consent of the Association, which shall not be unreasonably withheld, and upon prior written consent of any lender holding a mortgage encumbering the affected Unit (which consent must be delivered to the Association), assign such Garage so long as such assignee is a Unit Owner within the Building as the Garage is located. Upon approval of said transfer by the Association, the Association shall execute the Garage Assignment to and record such transfer in the Parking Record. If the transfer is not so approved by the Association, the Garage shall remain with

the Unit to which it is appurtenant prior to the proposed transfer. The Association shall neither have the duty to provide an alternative Garage to the Unit Owner transferee nor shall it assume responsibility for denial of approval. In the case of an initial assignment, the Garage Assignment shall be executed by the Developer and transferee alone; and in the case of a subsequent transfer, the Parking Assignment shall be executed by the transferor, transferee and Association. The Garage may not be leased separate and apart from the Unit to which it is a Limited Common Element.

(iii) Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages its Unit, together with the Limited Common Elements appurtenant thereto (whether or not ordinarily assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Unit unless released from the lien of such mortgage.

(2) Tandem Garage Surface Parking: Surface parking spaces located directly in front of the Garages ("Tandem Garage Surface Parking") shall be assigned to the same Unit which has been assigned the Garage located in front of it, with the expenses related thereto being paid by those Unit Owners assigned the Limited Common Element rights in the Tandem Garage Surface Parking. The Tandem Garage Surface Parking space cannot be sold, leased, assigned or transferred separate and apart from the Garage which is located directly in front of it. No Unit Owner shall have or acquire fee simple title to the Tandem Garage Surface Parking at any time except as part of the Unit Owner's undivided share in the Common Elements.

(3) Surface Parking: Other than the above referenced Tandem Garage Surface Parking, all other surface parking spaces ("Spaces") will be located within the Common Elements surface parking area and may only be used by Owners or occupants of a Unit within the Condominium and their guests and families. Vehicles may be parked only in designated, lined Spaces or other areas authorized in writing by the Board. Parking within the Condominium will be on a first come, first serve unassigned basis; provided however, that until such time as Developer is no longer offering Units for sale in the ordinary course of business (and thereafter the Association), the Developer reserves the right, but not obligation, to designate and assign or lease all Spaces which upon assignment or lease such Space shall become a Limited Common Element appurtenant to such Unit for the exclusive use by the Unit Owners or occupants. Developer, until it is no longer offering Units for sale in the ordinary course of business (and thereafter the Association) also reserves the right to designate certain Spaces as visitor spaces. After Developer is no longer offering Units for sale in the ordinary course of business, any remaining Spaces may be assigned to, leased or reserved for the use of the Units as determined by the Association. If the Developer elects to assign or lease Spaces, such Space may be relocated at any time, and from time to time, by the Developer or the Board of Directors to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility, including without limitation the Fair Housing Act and the Americans with Disabilities Act.

(i) Although the Developer does not presently intend to assign or lease Spaces, the Developer or Association reserves the right to assign or lease a Space and once so assigned, the Space shall become a Limited Common Element appurtenant to such Unit, for the exclusive use of the Unit Owners or occupants, except to the extent a transfer of such Space is permitted below. No Unit Owner shall have or acquire fee simple title to the Space at any time except as part of the Unit Owner's undivided share in the Common Elements.

(ii) Any such assignments of Spaces shall not be recorded in the public records of the County but rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the Bylaws) ("Parking Assignment"). The Association shall maintain a book or record for purposes of documenting the current assignee or lessee of each Space ("Parking Record"). The Association shall record such Parking Assignment in the Parking Record. No conveyance, assignment or lease in any manner whatsoever for use of a Space constituting a

Limited Common Element may be made or accomplished separately from the conveyance or passing of title to the Unit to which it is appurtenant, except as set forth below. The Association shall have the right to assign or lease the Space to Unit Owners. A Unit Owner who has acquired a Space from the Developer or Association may, upon prior written express consent of the Association, which shall not be unreasonably withheld, assign or lease such Space so long as such assignee or lessee is a Unit Owner within the Condominium. Upon approval of said transfer by the Association, the Association shall execute the Parking Assignment to and record such transfer in the Parking Record. If the transfer is not so approved by the Association, the Space shall remain with the Unit to which it is appurtenant prior to the proposed transfer. The Association shall neither have the duty to provide an alternative Space to the Unit Owner transferee nor shall it assume responsibility for denial of approval. In the case of an initial assignment or lease, the Parking Assignment shall be executed by the Developer and transferee alone; and in the case of a subsequent transfer, the Parking Assignment shall be executed by the transferor, transferee and Association.

(iii) Anything to the contrary in this Declaration notwithstanding, in the event a Unit Owner mortgages its Unit, together with the Limited Common Elements appurtenant thereto (whether or not ordinarily assignable apart from the Unit), such Limited Common Elements shall not be assignable apart from the Unit unless released from the lien of such mortgage.

(4) Storage Spaces. Certain units will be assigned the exclusive right to use a storage space. Upon assignment or lease of a storage space, the storage space shall become a Limited Common Element appurtenant to such Unit, for the exclusive use by the Unit Owners or occupants. The storage space cannot be sold, leased, assigned or transferred separate and apart from the Unit to which it is assigned. No Unit Owner shall have or acquire fee simple title to the storage space at any time except as part of the Unit Owner's undivided share in the Common Elements.

(i) The insurance of the contents of the storage space shall be the sole responsibility of the Unit Owner to which the storage space is assigned. The maintenance of the storage space shall be the sole responsibility of the Unit Owner to which the storage space is assigned, except that the outside door of the storage space will be maintained by the Association in accordance with the terms and conditions of the Declaration.

(K) Weight, Sound and other Restrictions. Unless installed by the Developer or meeting the sound insulation specifications established from time to time by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will not be permitted in Residential Units. Even once approved by the Board, the installation of insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. Additionally, the floor coverings (and insulation and adhesive material therefore) installed on any patio and/or balcony shall not exceed a thickness that will result in the finish level of the patios and/or balconies being above the bottom of the scuppers or diminish the required height of the rails (as established by the applicable building code). Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the building. All areas within a Residential Unit, unless containing floor coverings installed by the Developer or to receive floor covering approved by the Board, are to receive sound absorbent, less dense floor coverings, such as carpeting. The Board will have the right to specify the exact material to be used on patios and/or balconies. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. Applicable warranties of the Developer, if any, shall be voided by

violations of these restrictions and requirements. Each Unit Owner agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

(L) Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Elements or Association Property, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board, masonry block or concrete wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperatures, whether or not occupied, at 78°F, and to minimize humidity in the Unit. Leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Unit Owner agrees that Developer is not responsible, and hereby disclaims any responsibility for any illness, personal injury, death or allergic reactions which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants' and invitees and/or the pets of all of the aforementioned persons, as a result of mold, mildew, fungus or spores. It is Unit Owners responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Unit Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make any representations or warranties regarding the existence or development of molds or mycotoxins and each Unit Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association, in the event that the Association reasonably believes that these provisions are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Unit Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Unit Owner to the Association, with all such costs to be deemed charges). Each Unit Owner, by acceptance of a deed or other conveyance of a Unit, holds Developer harmless and agrees to indemnify Developer from and against any and all claims made by Unit Owner and Unit Owners' guests, tenants and invitees on account of any illness, allergic reactions, personal injury and death to such persons and to any pets of such persons, including all expenses and costs associated with such claims including, without limitation, inconvenience, relocation and moving expenses, lost time, lost earning power, hotel and other accommodation expenses for room and board, all attorneys fees and other legal and associated expenses through and including all appellate proceedings with respect to all matters mentioned in this paragraph.

(M) Patios and/or Balconies Appurtenant to Units. Nothing shall overhang or be mounted to the balcony rail including flower boxes and decorative adornment. No decorative adornment, including patio furniture, should extend above the height of the balcony rail. Only patio furniture may regularly be stored on the balcony. No gas or barbecue grills of any type are permitted on the balcony or in any other area of the Condominium Property. No Unit Owner shall display, hang, or use any signs, clothing, sheets, blankets, laundry or other articles outside his or her Unit, or which may be visible from the outside of the Unit (other than draperies, curtains or shades of a

customary nature and appearance in the light, neutral colors). Items which are not permitted to overhang windows, doors or balcony include, but are not limited to window sized air-conditioning units, linens, cloths, clothing, shoes, bathing suits or swimwear, curtains, rugs, mops or laundry of any kind, or any articles.

(N) Exterior Improvements. Without limiting the generality of Sections IX(A) or Section XVI(D) hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the Building (including, but not limited to, awnings, signs, storm shutters, satellite dishes, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association.

(O) Association Access to Units. In order to facilitate access to Units by the Association for the purposes enumerated in Section X(A)(1) hereof, it shall be the responsibility of all Unit Owners to deliver a set of keys to their respective Units (or to otherwise make access available) to the Association for use in the performance of its functions. No Unit Owner shall change the locks to his or her Unit (or otherwise preclude access to the Association) without so notifying the Association and delivering to the Association a new set of keys (or otherwise affording access) to such Unit.

(P) Exterior Storm Shutters. The Board of Directors shall, from time to time, establish exterior storm shutter specifications which comply with the applicable building code, and establish permitted colors, styles and materials for exterior storm shutters. Subject to the provisions of Section IX(A) above, the Association shall approve the installation or replacement of exterior storm shutters conforming with the Board's specifications. The Board may, with the approval of a majority of the voting interests in the Condominium, install exterior storm shutters, and may (without requiring approval of the membership) maintain, repair or replace such approved shutters, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however, that if laminated glass or window film, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board may not install exterior storm shutters in accordance with this provision. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare his or her Unit prior to departure by designating a responsible firm or individual to care for the Unit should a hurricane threaten the Unit or should the Unit suffer hurricane damage, and furnishing the Association with the name(s) of such firm or individual.

To the extent that Developer provides exterior storm shutters for any portions of the Building (which it is not obligated to do) or if the Association obtains exterior storm shutters for any portion of the Condominium Property, the Association (as to shutters for the Common Elements) and the Unit Owners (as to shutters covering doors or windows to a Unit) shall be solely responsible for the installation of such exterior storm shutters from time to time and the costs incurred by the Association (as to installation of shutters for the Common Elements) shall be deemed a part of the Common Expenses of the Condominium that are included in the Assessments payable by Unit Owners. The obligations of the Association assumed hereby shall include, without limitation, development of appropriate plans to allow for the timely installation of the shutters for the Common Elements, and all obligations with respect to the repair, replacement and/or upgrade of the shutters for the Common Elements. Developer shall have no obligations with respect to the installation of the shutters, and/or for the repair, replacement and/or upgrade of the shutters. Nothing herein shall obligate the Association to install shutters protecting individual units, nor to open or close same as a storm is approaching, or after it passes.

(Q) Commercial Units / Signs. Notwithstanding anything to the contrary in the Declaration or herein, the Owner(s) of the Commercial Units may affix or attach lighted or unlighted signs on the exterior walls, doors, adjacent balconies, terraces, patios, lanais and/or windows of the Building (whether same are a part of the Unit, the Limited Common Elements, or the Common Elements) adjacent to the Owner's Commercial Units, or to the windows of the Commercial Units, without receiving the consent of the Association, the Board or any other party (other than any applicable governmental authority to the extent that prior approval from them is required by applicable governmental codes, ordinances and/or regulations).

(R) Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Article XVI for good cause shown.

(S) Effect on Developer and Commercial Unit Owners. Subject to the following exceptions, the restrictions and limitations set forth in this Article XVI shall not apply to the Developer nor to Units owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by the Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance and marketing activities. Further, notwithstanding anything herein contained to the contrary, the provisions of this Article XVI shall not be amended, altered or modified in any manner affecting the Commercial Units, without the consent of the majority of the total voting interests of the Commercial Unit Owners from time to time.

XVII. Compliance and Default.

The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner shall be governed by and shall comply with the terms of this Declaration 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 and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

(A) Mandatory Nonbinding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute shall petition the Division for nonbinding arbitration. The arbitration shall be conducted according to rules promulgated by the Division and before arbitrators employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in the arbitration proceeding shall be awarded the costs of the arbitration, and attorneys' fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be charged the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred, after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorneys' fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that

has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.

(B) Negligence and Compliance. A Unit Owner and/or tenant of a Unit 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. In the event a Unit Owner, tenant 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 Bylaws, 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 equity to require performance and/or compliance, to impose any applicable fines (in accordance with the provisions of Section XVII(C) below), to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this Section XVII(B) shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the Exhibits annexed hereto, 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). A Unit Owner prevailing in an action with the Association, in addition to recovering his reasonable attorneys' fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for his share of Assessments levied by the Association to fund its expenses of the litigation.

(C) Fines. In addition to any and all other remedies available to the Association, a fine or fines may be imposed upon an Owner for failure of an Owner, his family, guests, invitees, lessees or employees, to comply with any covenant, restriction, rule or regulation herein or Articles of Incorporation, Bylaws or Rules and Regulations of the Association, provided the following procedures are adhered to:

(1) Notice: The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing after reasonable notice of not less than fourteen (14) days and said notice shall include: (i) a statement of the date, time and place of the hearing; (ii) a statement of the provisions of the Declaration, Bylaws, Articles or rules which have allegedly been violated; and (iii) a short and plain statement of the matters asserted by the Association.

(2) Hearing: The non-compliance shall be presented to a committee of other Unit Owners, who shall hear reasons why penalties should not be imposed. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the committee. A written decision of the committee shall be submitted to the Owner or occupant by not later than twenty-one (21) days after the meeting. If the committee does not agree with the fine, the fine may not be levied.

(3) Fines: The Board of Directors may impose fines against the applicable Unit up to the maximum amount permitted by law from time to time. At the time of the recordation of this Declaration, the Act provides that no fine may exceed \$100.00 per violation, or \$1,000.00 in the aggregate.

(4) Violations: Each separate incident which is grounds for a fine shall be the basis of one separate fine. In the case of continuing violations, each continuation of same after a notice thereof is given shall be deemed a separate incident.

(5) Payment of Fines: Fines shall be paid not later than thirty (30) days after notice of the imposition thereof,

(6) Application of Fines: All monies received from fines shall be allocated as directed by the Board of Directors.

(7) Non-exclusive Remedy: These fines shall not be construed to be exclusive and shall exist in addition to all, other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner or occupant shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law from such Owner or occupant.

XVIII. Termination of Condominium.

The Condominium shall continue until (a) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (b) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least eighty percent (80%) of the applicable interests in the Common Elements and by the Institutional First Mortgagees of Units to which at least sixty seven percent (67%) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant. In the event such withdrawal is authorized as aforesaid, and provided that the Board first notifies the Division of an intended withdrawal, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his share of such net proceeds all mortgages and liens on his Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County. The Association shall, within thirty (30) business days following such recordation, provide the Division with a copy of such recorded certificate. This Section may not be amended without the consent of the Developer as long as it owns any Unit.

XIX. Additional Rights of Mortgagees and Others.

(A) Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the Bylaws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.

(B) Amendments. Subject to the other provisions of this Declaration and except as provided elsewhere to the contrary, an amendment directly affecting any of the following shall require the approval of a Majority of Institutional First Mortgagees; (a) voting rights; (b) increases in assessments by more than twenty-five percent (25%) over the previous assessment amount, assessment liens or the priority of assessment liens; (c) reductions in reserves for maintenance, repair and replacement of Common Elements and/or Association Property; (d) responsibility for maintenance and repairs; (e) reallocation of interests in the Common Elements (including Limited Common Elements) or rights to their use; (f) redefinition of Unit boundaries; (g) conversion of Units

into Common Elements or Common Elements into Units; (h) expansion or contraction of the Condominium; (i) hazard or fidelity insurance requirements; (j) imposition of restrictions on leasing of units; (k) imposition of restrictions on the selling or transferring of title to Units; (l) restoration or repair of the Condominium after a casualty or partial condemnation; (m) any action to terminate the Condominium after casualty or condemnation; and (n) any provision that expressly benefits mortgage holders, insurers or guarantors as a class. In accordance with Section 718.110(11), Florida Statutes, any consent required of a mortgagee may not be unreasonably withheld.

(C) Notices. Any holder, insurer or guarantor of a mortgage on a Unit shall have, if first requested in writing from the Association, the right to timely written notice of:

(1) any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;

(2) a sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;

(3) the occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) any proposed action which requires the consent of a specified number of mortgage holders.

(D) Additional Rights. Institutional First Mortgagees shall have the right, upon written request to the Association, to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of and attend Association meetings.

XX. Covenant Running With the Land

All provisions of this Declaration, the Articles, Bylaws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the Land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of the Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives; successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and the Articles, Bylaws and applicable rules and regulations, all as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, Bylaws and applicable rules and regulations of the Association, all as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

XXI. Disclaimer of Warranties/Disclosures

The Condominium has been created by converting a previously existing apartment complex, and, accordingly, the Improvements have been previously occupied. Developer has elected not to fund conversion or converter reserves, but instead to warrant the Improvements in accordance with the provisions of Section 718.618, Florida Statutes, to the extent applicable.

Notwithstanding that this Condominium is a conversion of previously occupied premises, Developer has elected to warrant the improvements solely to the extent provided in Section 718.618 Florida Statutes. Except only for those warranties provided in Section 718.618, Florida Statutes (and only to the extent applicable and not yet expired), to the maximum extent lawful Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory, common, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute (other than those imposed by Sections 718.618, Florida Statutes, and then only to the extent applicable and not yet expired) and all other express and implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner recognizes and agrees that the Unit and Condominium are not new construction and were not constructed by Developer. Each Unit Owner, by accepting a deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit and the Condominium as well as the conversion inspection reports included in the Prospectus. The Unit Owner has not received nor relied on any warranties and/or representations from Developer of any kind, other than as expressly provided herein.

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. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a tenant thereof.

Further, given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Unit and/or the Condominium Property. In July, 2005, Developer commissioned a mold investigation of the Condominium Property by a certified industrial hygienist, including select individual units, using standard industrial hygiene protocols for indoor air quality investigations. The mold investigation found the units inspected to be in good condition with no visible fungal growth. The only potential cause of moisture intrusion found during the mold investigation was the landscape irrigation system which, in some places, was within three (3) feet of the structure which has the potential to spray onto or saturate the structure. All temperature, humidity and moisture levels taken within the units and structures were found within acceptable ranges.

Unit Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Unit Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Developer from any and all liability resulting from same, including, without limitation, any liability for incidental or consequential damages (which may result from, without limitation, the inability to possess the Unit, inconvenience, moving costs, hotel costs, storage costs, loss of time, lost wages, lost opportunities and/or personal injury).

Without limiting the generality of the foregoing, leaks, leaving exterior doors or windows open, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Each Unit Owner shall be deemed to have agreed that Developer is not responsible, and the Developer hereby disclaims any responsibility for any illness or allergic reactions, personal injury or death which may be experienced by the Unit Owner, its family members and/or its or their guests, tenants and invitees and to any pets of persons aforementioned in this sentence, as a result of mold, mildew, fungus or spores. It is the Unit Owner's responsibility to keep the Unit clean, dry, well-ventilated and free of contamination. The thermostats in each Unit are an integral part of the Life

Safety Systems and are intended to assist in monitoring the accumulation of moisture in the Units to prevent same from reaching levels which may accelerate the development of molds, spores or other natural growths which if allowed to accumulate may become toxic or otherwise create health risks. Each Unit Owner understands and agrees that the thermostats may have recording and/or monitoring features which can report back to the Association the temperature settings and readings in the Units. The thermostats shall be operated and kept operable at all times and there shall be no alteration of or to the thermostats without the prior written approval of the Association. The Unit Owner's failure to operate at all times any thermostats installed in the Unit will contribute to the development of molds, spores or other natural growths. It is solely the Unit Owner's responsibility to keep any thermostats installed in the Unit operable at all times.

The thermostats are an integral part of the Life Safety Systems and are intended to assist in monitoring the accumulation of moisture in the Units to prevent same from reaching levels which may accelerate the development of molds, spores or other natural growths which if allowed to accumulate may become toxic or otherwise create health risks. The thermostats shall be operated and kept operable at all times and there shall be no alteration of or to the thermostats without the prior written approval of the Association. The Unit Owner's failure to operate at all times any thermostats installed in the Unit will contribute to the development of molds, spores or other natural growths. It is solely the Unit Owner's responsibility to keep any thermostats installed in the Unit operable at all times.

Each Owner understands and agrees that for some time in the future, it, and its guests, tenants and invitees may be disturbed by the noise, commotion and other unpleasant effects of nearby construction activity and as a result Owner and its guests, tenants and invitees may be impeded in using portions of the Condominium Property by that activity. Because the Condominium is located in an urban area, demolition or construction of buildings and other structures within the immediate area or within the view lines of any particular Unit or of any part of the Condominium (the "Views") may block, obstruct, shadow or otherwise affect Views, which may currently be visible from the Unit or from the Condominium. Therefore, each Owner, for itself, its successors and assigns, agrees to release Developer, its partners and its and their officers, members, directors and employees and every affiliate and person related or affiliated in any way with any of them ("Developer's Affiliates") from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorney's fees and costs, including those incurred through all arbitration and appellate proceedings, related to or arising out of any claim against the Developer or Developer's Affiliates related to Views or the disruption, noise, commotion, and other unpleasant effects of nearby development or construction. As a result of the foregoing, there is no guarantee of view, security, privacy, location, design, density or any other matter.

Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by a nominal amount. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Article XXI, Developer does not make any representation or warranty as to the actual size, dimensions or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

Each Unit Owner acknowledges that the Condominium Project is immediately adjacent to the Metrowest Country Club. Further, Owners, by acceptance of a deed to a Unit adjacent to the golf course acknowledge that owning property adjacent to or in close proximity to a golf course involves certain risks which may have an effect on each Unit Owner's enjoyment of the Unit. Such risks may include (as examples and not as a limitation on the generality of such risks) golf balls being hit into the Unit, with the potential of causing bodily injury or physical damage to property. Each Unit Owner hereby expressly assumes such risk and agrees that neither the Association, the Developer nor any entity owning or managing the golf course shall be liable to each Unit Owner or anyone claiming any loss or damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of the Unit to the golf course, including, without limitation, any claim arising in whole or in part from the negligence of the Association, the Developer or any other entity owning or managing the golf course. Each Unit Owner hereby agrees to indemnify and hold harmless Association, the Developer or any other entity owning or managing the golf course against any and all claims by each Unit Owner's guests, invitees or licensees with respect to the above. Nothing in this provision shall restrict or limit any power of any entity owning or managing the golf course to change the design of the golf course, and such changes, if any, shall not nullify, restrict or impair each Unit Owner's covenants and duties contained herein.

All of the disclaimers set forth in Article XXI, as well as in other locations throughout the Declaration, shall be applicable and binding upon each Unit Owner.

XXII. Metrowest Master Association, Inc.

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 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, which are made from time to time, (the "Metrowest Declaration"). The Metrowest Declaration provides that the Association responsible for the operation, management, maintenance, repair, and replacement of the common property of the Metrowest project is the Metrowest Master Association, Inc. (the "Metrowest Master Association"). The Bermuda Dunes Private Residences Condominium 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.

All costs, fees and assessments for which any Unit Owner may be obligated by virtue of the Master 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 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 includes the assessments levied by the Metrowest Master Association.

The Metrowest Master Association has been granted a lien by the Master Declaration against each Unit in the Condominium, and other rights, to secure payment of any assessment or other amounts due with respect to such Unit. If the Association has not collected its assessments from the Owners under its jurisdiction, it shall notify the Metrowest Master Association of the name

and address of such delinquent Owner(s). The Metrowest Master Association shall be entitled to rely upon the information given by the Association regarding delinquencies, and may impose a lien upon such delinquent Owner's Unit in accordance with this Declaration. However, the Master Association may, in its sole discretion, elect to collect assessments and other charges in accordance with the provisions of the Master Declaration.

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

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

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

Notwithstanding anything contained in the Metrowest Declaration, nothing in the Metrowest Declaration shall conflict with the powers and duties of the Condominium Association or the rights of the Unit Owners enumerated in the Act.

XXIII. Additional Provisions.

(A) Notices. All notices to the Association required or desired hereunder or under the Bylaws of the Association shall be sent by certified mail (return receipt requested) 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 Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to the Association. 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 five (5) business days after proper mailing, whichever shall first occur.

(B) Interpretation. Except where otherwise provided herein, the Board of Directors of the Association 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 that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.

(C) Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.

(D) Exhibits. There is 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.

(E) 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 therefore, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

(F) Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by 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, said dispute or litigation shall be governed by the laws of the State of Florida.

(G) Severability. The invalidity in whole or in part of any covenant or restriction, or any section, sentence, paragraph, 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.

(H) Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Exhibits annexed hereto, 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.

(I) Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and Bylaws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.

(J) Execution of Documents; Attorney in-Fact. Without limiting the generality of other sections of this Declaration and without such other sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints hereby and thereby the Developer as such Owner's agent and attorney in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

(K) Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

(L) Captions. The captions herein and in the Exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

(M) Liability. Notwithstanding anything contained herein or in the Articles of Incorporation, Bylaws, any rules or regulations of the Association or any other document governing or binding the Association (collectively, the "Association Documents"), the Association, except to the extent specifically provided to the contrary herein, 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 and/or Association Property including, without limitation, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:

(1) 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 properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties and the value thereof;

(2) 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, County and/or any other jurisdiction or the prevention of tortious activities; and

(3) the 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 Owner (by virtue of his acceptance of title to his Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) 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 hereby. As used herein, "Association" shall include within its meaning all of Association's directors, officers, committee and board members, employees, agents, contractors (including management companies), subcontractors, successors, nominees and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

[The remainder of this page is intentionally blank]

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the _____ day of _____, 200__.

Witnesses:

By: Dianne Toran
Print Name: DIANNE TORAN
By: Linda J. Torriaga
Print Name: Linda J. Torriaga

ORLANDO WESTPOINTE, LLC, a
Delaware limited liability company

By: SEG Orlando Westpointe
Consultants, Inc., a Delaware
corporation, its Manager

By: [Signature]
Name: John B. Cadden
Title: [Corporate Seal]

STATE OF Illinois
COUNTY OF COOK

The foregoing Declaration was acknowledged before me, this 23rd day of March, 2006, by John Cadden, as Vice President of SEG Orlando Westpointe Consultants, Inc., a Delaware corporation, as Manager of **Orlando Westpointe, LLC**, a Delaware limited liability company, on behalf of said entities. He/she is ☒ personally known to me or _____ has produced _____ as identification.



[Signature]
Print Name: Andrea Smith
Notary Public, State of Illinois
My Commission Expires:
Commission No.: 6-4-2008
(Notarial Seal)

3071180_v5
Last Updated: 8/29/2005
3/23/2006 10:33:35 AM

JOINDER

BERMUDA DUNES PRIVATE RESIDENCES CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

BERMUDA DUNES PRIVATE RESIDENCES CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 23 day of MARCH, 2006.

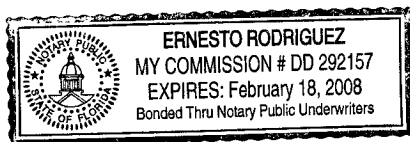
**BERMUDA DUNES PRIVATE
RESIDENCES CONDOMINIUM
ASSOCIATION, INC.**, a Florida corporation
not-for-profit

By: Joseph Farinacci
Print Name: JOSEPH FARINACCI
Its: PRESIDENT

[CORPORATE SEAL]

STATE OF Florida
COUNTY OF Orange

The foregoing Declaration was acknowledged before me, this 23 day of March, 2006, by Joseph Farinacci, as _____ of **Bermuda Dunes Private Residences Condominium Association, Inc.**, a Florida not-for-profit corporation, on behalf of said corporation. He/she is _____ personally known to me or X has produced Ohio Drivers License as identification.



Ernesto Rodriguez
Name: Ernesto Rodriguez
Notary Public, State of Florida
My Commission Expires: February 18, 2008
Commission No.: DD 292157
(Notarial Seal)

CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Corus Bank, N.A., having an office at 3959 N. Lincoln Avenue, Chicago, Illinois 60613, the Mortgagee under that certain Subordinate Mortgage, Assignment of Leases and Rent, Security Agreement and Fixture Filing from Orlando Westpointe, LLC, a Delaware limited liability company, dated September 1, 2005, and recorded on September 12, 2005, in Official Records Book 08185, page 2282, of the public records of Orange County, Florida, (the "Mortgage"), hereby consents to and joins in the recording of the Declaration of Condominium for Bermuda Dunes Private Residences, a Condominium to be recorded in the public records of Orange County, Florida, and subordinates the lien of the Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and its seal to be affixed hereto this 23rd day of MARCH, 2006.

Signed and sealed in the presence of:

Cathy Sutch
Cathy Sutch

[Print or Type Name]

Diana Chan
Diana Chan

[Print or Type Name]

Corus Bank, N.A., a national banking association

By: John R. Markowicz

Name: JOHN R. MARKOWICZ

Title: SENIOR VICE PRESIDENT

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 23rd day of MARCH, 2006, by JOHN R. MARKOWICZ the S.V.P. of Corus Bank, N.A., a national banking association, for and on behalf of said national banking association. Such person ☒ is personally known to the undersigned or ☐ produced _____ as identification.

{Notary Seal must be affixed}

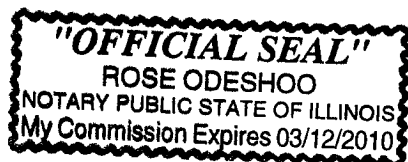
Rose Odeschko
(Signature of Notary)

(Print Name of Notary Public)

Notary Public, State of _____

My Commission Expires: _____

Commission No.: 666370



CONSENT AND JOINDER OF MORTGAGEE

The undersigned, Carbon Capital II, Inc., having an office at 40 East 52nd Street, New York, New York 10022, the Mortgagee under that certain Subordinate Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing from Orlando Westpointe, LLC, a Delaware limited liability company, dated September 7, 2005, and recorded on September 12, 2005, in Official Records Book 08185, page 2336, of the public records of Orange County, Florida, (the "Mortgage"), hereby consents to and joins in the recording of the Declaration of Condominium for Bermuda Dunes Private Residences, a Condominium to be recorded in the public records of Orange County, Florida, and subordinates the lien of the Mortgage to the terms and conditions thereof.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed by its proper officer, duly authorized, and its seal to be affixed hereto this 23 day of March, 2006.

Signed and sealed in the presence of:

Carbon Capital II, Inc.

Stephanie Talbott
Stephanie Talbott
[Print or Type Name]

By: [Signature]
Name: Robert Friedberg
Title: VP & Secretary

John L. Sullivan
John Sullivan
[Print or Type Name]

STATE OF New York
COUNTY OF New York

The foregoing instrument was acknowledged before me this 23 day of March, 2006 by Robert Friedberg, the Vice President & Secretary of Carbon Capital II, Inc, for and on behalf of said corporation. Such person ☒ is personally known to the undersigned or ☐ produced _____ as identification.

{Notary Seal must be affixed}

Elizabeth Ann Greene
(Signature of Notary)

Elizabeth Ann Greene
(Print Name of Notary Public)
Notary Public, State of New York

My Commission Expires: May 6, 2006

Commission No.: 016R6074039

ELIZABETH ANN GREENE
NOTARY PUBLIC, State of New York
No. 01GR6074039
Qualified in New York County
Commission Expires May 6, 2006

#3071180-75

EXHIBIT "1"

LEGAL DESCRIPTION

Tract 14, METROWEST, according to the plat thereof as recorded in Plat Book 16, pages 107, 108, 109 and 110, inclusive, of the public records of Orange County, Florida.

TOGETHER WITH a non-exclusive perpetual easement over and upon any private street for ingress, egress and access and set forth in and granted by the Master Declaration of Protective Covenants and Restrictions for Metrowest, recorded March 13, 1986 in Official Records Book 3759, page 2756, public records of Orange County, Florida.

TOGETHER WITH an easement for encroachments as set forth in and granted by Article 6.2.2 in the Master Declaration of Protective Covenants and Restrictions for Metrowest, recorded March 13, 1986 in Official Records Book 3759, page 2756, public records of Orange County, Florida.

The foregoing property is presently subject to the following title exceptions:

1. Restrictions, regulations and obligations as contained in the Developer's Agreement by and Between City of Orlando and Debra, Inc., a Florida corporation, filed March 4, 1983 in Official Records Book 3354, page 1337, public records of Orange County, Florida.
2. Restrictions, regulations and obligations as contained in the Notice of Adoption of Development Order by the City of Orlando, filed March 4, 1983 in Official Records Book 3354, page 2364, as amended by DRI Development Order Amendment 1, filed June 12, 1986 in Official Records Book 3797, page 1199, Amendment No. 2 to Project Debra Development Order filed March 23, 1990 in Official Records Book 4168, page 2722, and Assignment and Assumption of Developer's Rights and Obligations recorded in Official Records Book 7786, page 2815, public records of Orange County, Florida.
3. Restrictions, reservations, covenants, conditions and assessments in Master Declaration of Protective Covenants and Restrictions for Metrowest by Debra, Inc., a Florida corporation, filed March 13, 1986 in Official Records Book 3759, page 2756, as modified by Waiver of Purchase Rights filed January 3, 1996 in Official Records Book 4995, page 101, Certificate of Approval filed January 1, 1996 in Official Records Book 4995, page 103, First Amendment to Master Declaration of Protective Covenants and Restrictions for Metrowest, filed August 30, 1996 in Official Records Book 5114, page 1077, Assignment and Assumption of Declarant's Rights and Obligations (Metrowest), filed October 25, 2000 in Official Records Book 6115, page 4273, Second Amendment to the Declaration of Protective Covenants and Restrictions for Metrowest, filed February 8, 2001 in Official Records Book 6189, page 2476, and Assignment and Assumption of Declarant's Rights and Obligations recorded in Official Records Book 7786, page 2805, public records of Orange County, Florida.
4. Terms and conditions of Maintenance Agreement by and among the City of Orlando, Orange County, and Debra, Inc., a Florida corporation, filed May 29, 1986 in Official Records Book 3791, page 315, and assigned by Agreement Concerning Transfer of Responsibilities, filed September 17, 1986 in Official Records Book 3820, page 4314, public records of Orange County, Florida.
5. 100-foot gas easement running North and South through the mid section of the tract, and shown on the plat of Metrowest recorded in Plat Book 16, page 107 through 110, public records of Orange County, Florida, and as granted by Easement Grant to Houston Texas Gas and Oil Company, a Delaware corporation, filed January 26, 1959 in Official Records Book

486, page 437, together with Modification of Easement Grant and Quit Claim Deed filed December 30, 1965 in Official Records Book 1505, page 612, public records of Orange County, Florida.

6. 10 foot utility easement and 25 foot landscape and buffer easement adjacent to Hiawassee Road, created by the Plat recorded in Plat Book 16, Pages 107 through 110, public records of Orange County, Florida.

NOTE: Ordinance Vacating Drainage Easement filed February 27, 1990 in Official Records Book 4160, page 2820, and Ordinance Vacating a Portion of a Right of Way and Easements filed February 17, 1987 in Official Records Book 3862, page 1104, public records of Orange County, Florida.

7. Ten foot (10') underground easement granted to the City of Orland, and the Orlando Utilities Commission, set forth in that certain instrument filed May 23, 1986 in Official Records Book 3789, page 1088, public records of Orange County, Florida.
8. Twenty foot (20') easement for underground utilities in favor of Metrowest Master Association, Inc., a Florida not-for-profit corporation, set forth in that certain instrument filed December 16, 1993 in Official Records Book 4668, page 4244, public records of Orange County, Florida.
9. Twenty-five foot (25') landscape, buffer, sidewalk, signage and underground utility easement set forth in the Declaration of Easement in favor of Metrowest Master Association, Inc., a Florida not-for-profit corporation, filed December 16, 1993 in Official Records Book 4668, page 4249, public records of Orange County, Florida.
10. Twenty-five foot (25') cart path and pedestrian easement and ten foot (10') underground utility and irrigation easement and a cart path encroachment along the Western boundary, as set forth in the Declaration of Easement for Cart Paths, by Debra, Inc., a Florida corporation, filed December 16, 1993 in Official Records Book 4668, page 4253, public records of Orange County, Florida.
11. Blanket Easement for utilities and electrical facilities to the City of Orlando and the Orlando Utilities Commission, filed February 21, 1994 in Official Records Book 4701, page 2693, public records of Orange County, Florida.
12. Easement granted to Bellsouth Telecommunications, Inc., a Georgia corporation, filed in Official Records Book 4754, page 2651, public records of Orange County, Florida.
13. Terms and conditions of the Prewire Cable Television Installation Agreement between Time Warner Cable of Florida Division, a Division of Time Warner Entertainment Company, L.P., and Zom Metro West II, Ltd., filed December 22, 1994 in Official Records Book 4835, page 1338, public records of Orange County, Florida. (As to Tract 1)
14. Terms and conditions of the Lease Agreement as disclosed by the Memorandum of Lease by Simpson Property Group, Inc., DBA Bermuda Dunes Apartments, recorded August 11, 2003 in Official Records Book 7043, page 3561, public records of Orange County, Florida. (as to Tract 1)

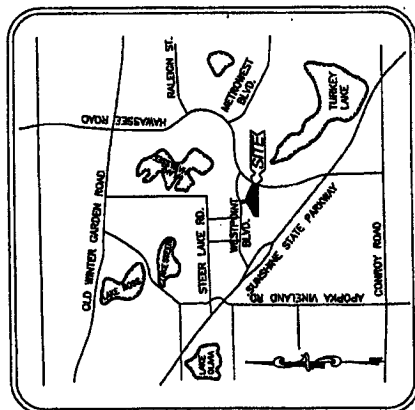
EXHIBIT "2"
BOUNDARY SURVEY AND PLOT PLAN

BERMUDA D'INES PRIVATE RESIDENCES. A CONDOMINIUM

CONDOMINIUM LAYING IN SECTION 2 TOWNSHIP 23 SOUTH RANGE 28 EAST, ORANGE COUNTY, FLORIDA

SURVEYOR'S NOTES:

- [illegible]



VICINITY MAP
NOT TO SCALE

LAND SURVEYING DIVISION OF
John B. Webb & Associates, Inc.

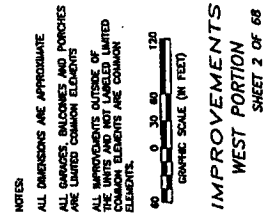
WINTER PARK, FLORIDA 32789
PH: (407) 622-9322 FAX: (407) 622-9325
EMAIL: WEFREN@CQAL.COM

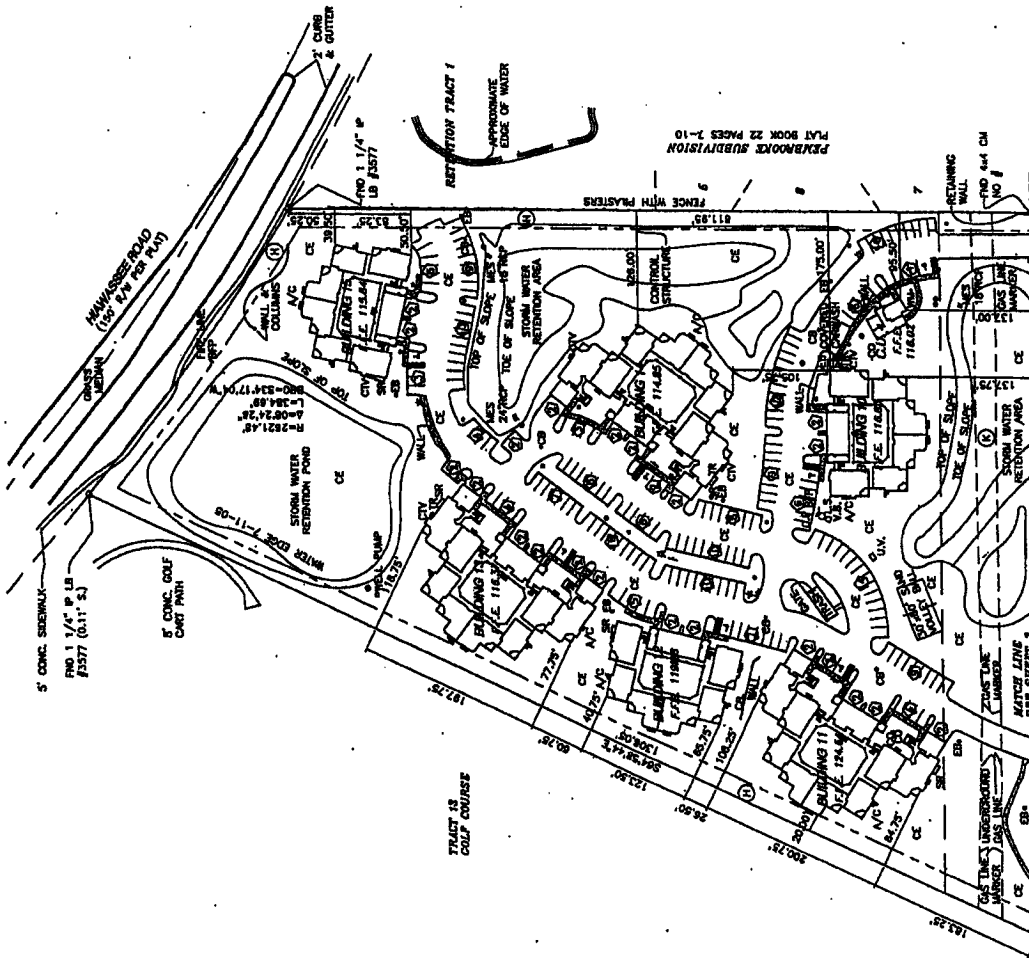
ACKNOWLEDGMENTS

[illegible]

DATE: 07-21-05
WILLIAM E. ORZELLI PSM FLA REG. NO. 5975
LICENSE# FB83N655-1843763

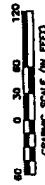
LEGAL AND NOTES
SHEET 1 OF 68





NOTES:

- ALL DIMENSIONS ARE APPROXIMATE
- ALL GARAGES, BALCONIES AND PORCHES ARE LIMITED COMMON ELEMENTS
- ALL IMPROVEMENTS OUTSIDE OF THE UNITS AND NOT LABELLED LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.



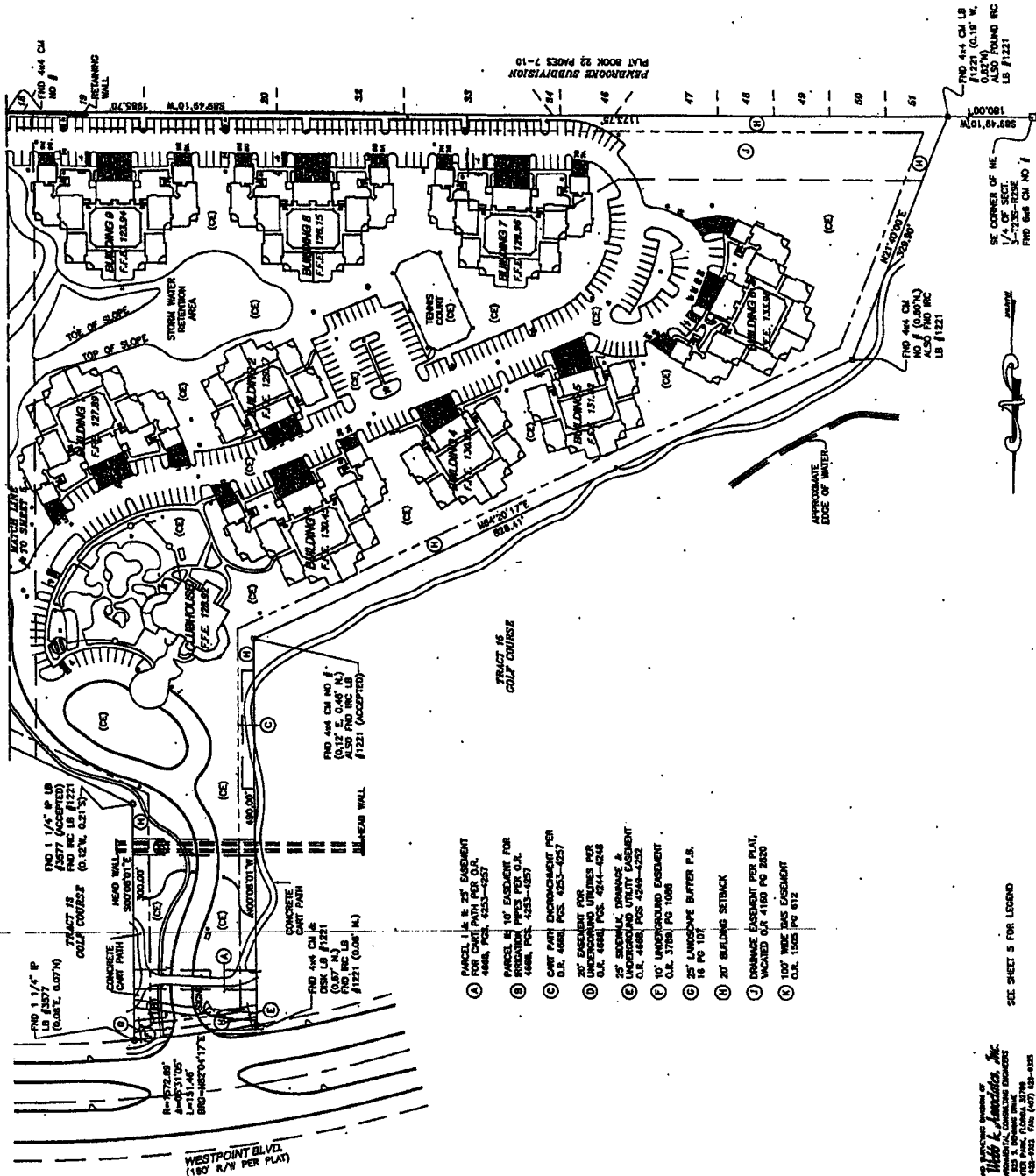
IMPROVEMENTS
EAST PORTION
SHEET 3 OF 68

[illegible]

John R. Webb & Associates, Inc.
LAND SURVEYING DIVISION OF
CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
825 S. BOWLING GREEN
MIAMI BEACH, FLORIDA 33139
PH (407) 532-9332 FAX (407) 532-9323
EMAIL: JWEBB@JWEBB.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LIVING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE LIMITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.
CE = COMMON ELEMENT
L = LIMITED COMMON ELEMENT
FOR ACCESS TO CHANGE #

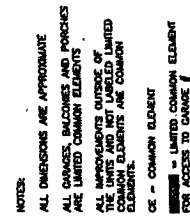
GRAPHIC SCALE (IN FEET)
0 10 20 30 40 50 60 70 80 90 100 110 120 130 140 150 160 170 180 190 200

WEST PORTION DETAIL
PARKING LIMITED COMMON ELEMENTS
SHEET 4 OF 68

- A. PARCELS 1, 2 & 37 EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- B. PARCELS 4 & 5 EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- C. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- D. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- E. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- F. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- G. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- H. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- I. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- J. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- K. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- L. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- M. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- N. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- O. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- P. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- Q. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- R. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- S. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- T. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- U. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- V. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- W. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- X. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- Y. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257
- Z. EASEMENT FOR 10' BUFFER FOR 20' DRAINAGE PER PLAT, 44865, PCL 4253-4257

SEE SHEET 5 FOR LEGEND

John R. White & Associates, Inc.
Civil & Survey Engineers
2501 E. US HWY 1, SUITE 200
ORANGE, FLORIDA 32668
TEL: (407) 261-1111
FAX: (407) 261-1112



GRAPHIC SCALE (IN FEET)

0 30 60 90 120

**EAST PORTION DETAIL
PARKING LIMITED COMMON AREAS**

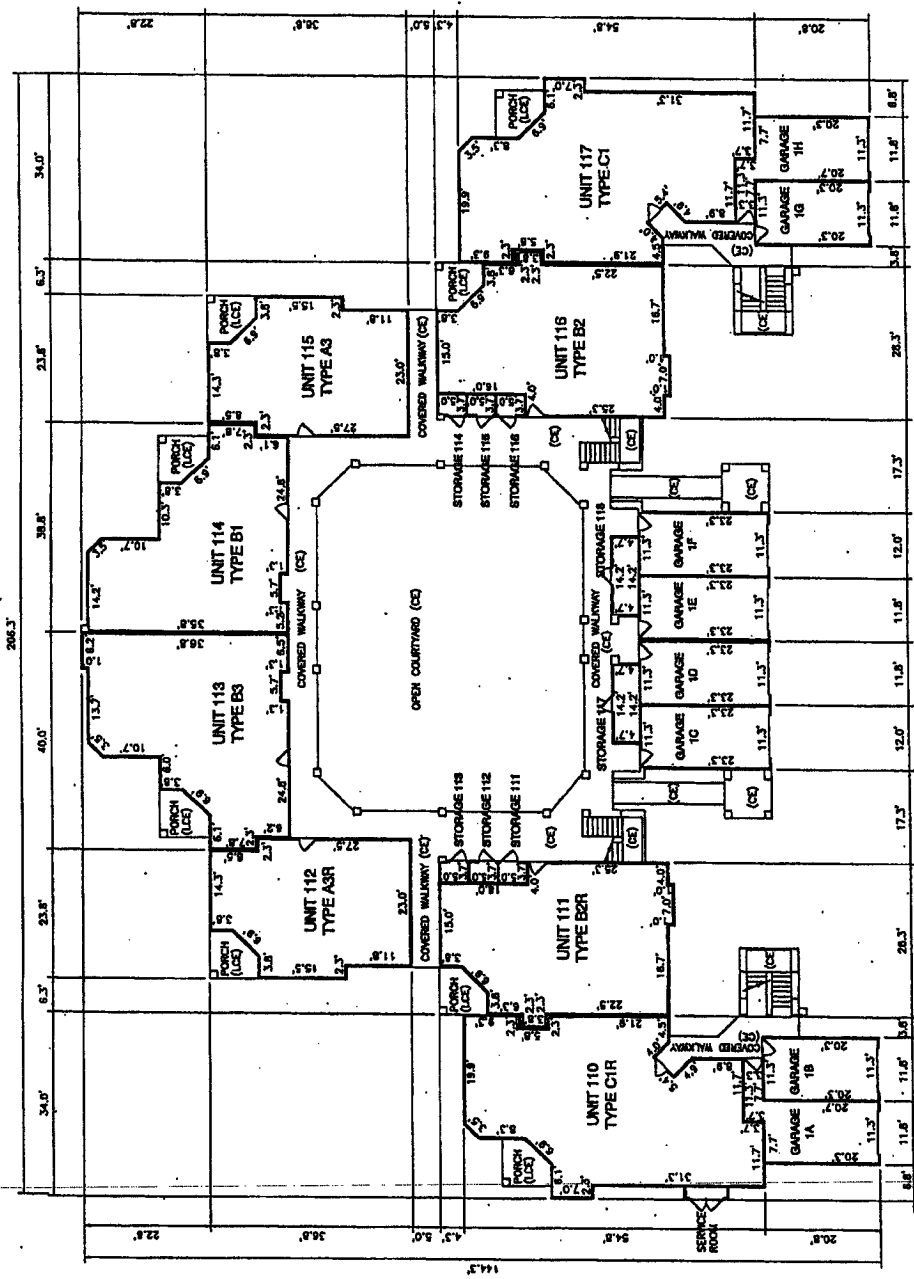
3345

- | LEGEND/ABBREVIATIONS | |
|-------------------------|---|
| BACK FILL PREVENTER | • |
| BASE | • |
| CATCH BASIN | • |
| CLEARCUT | • |
| COLUMBIAN LIFT | • |
| COLUMBIAN ELEMENT | • |
| CONCRETE | • |
| CONCRETE MANHOLE | • |
| CORNER | • |
| ELECTRIC BOX | • |
| HANDICAP PARKING SYMBOL | • |
| HOIST | • |
| HOISTING | • |
| IRON ROD & CAP | • |
| LIFT STATION | • |
| LIFT | • |
| LIFT COLUMBIAN ELEMENT | • |
| LEAKED FENCE | • |
| MERGED END SECTION | • |
| OPENING SPACES | • |
| SHOWER | • |
| SHOWER POST | • |
| STEEL DRUM MANHOLE | • |
| TELEPHONE KESER | • |
| THURTY-FOUR INCH | • |
| VALVE BOX | • |
| WATER METER | • |
| WATER VALVE | • |
| WELL | • |

John E. Webb & Associates, Inc.
LAW SERVICES DIVISION OF
CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
525 S. BOWLING GREEN
MYRTLE BEACH, FLORIDA 33508
PH (407) 432-4322 FAX (407) 412-9315
EMAIL: JWEBB@JWECO.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
C2 COMMON ELEMENT
L2 UNIT COMMON ELEMENT

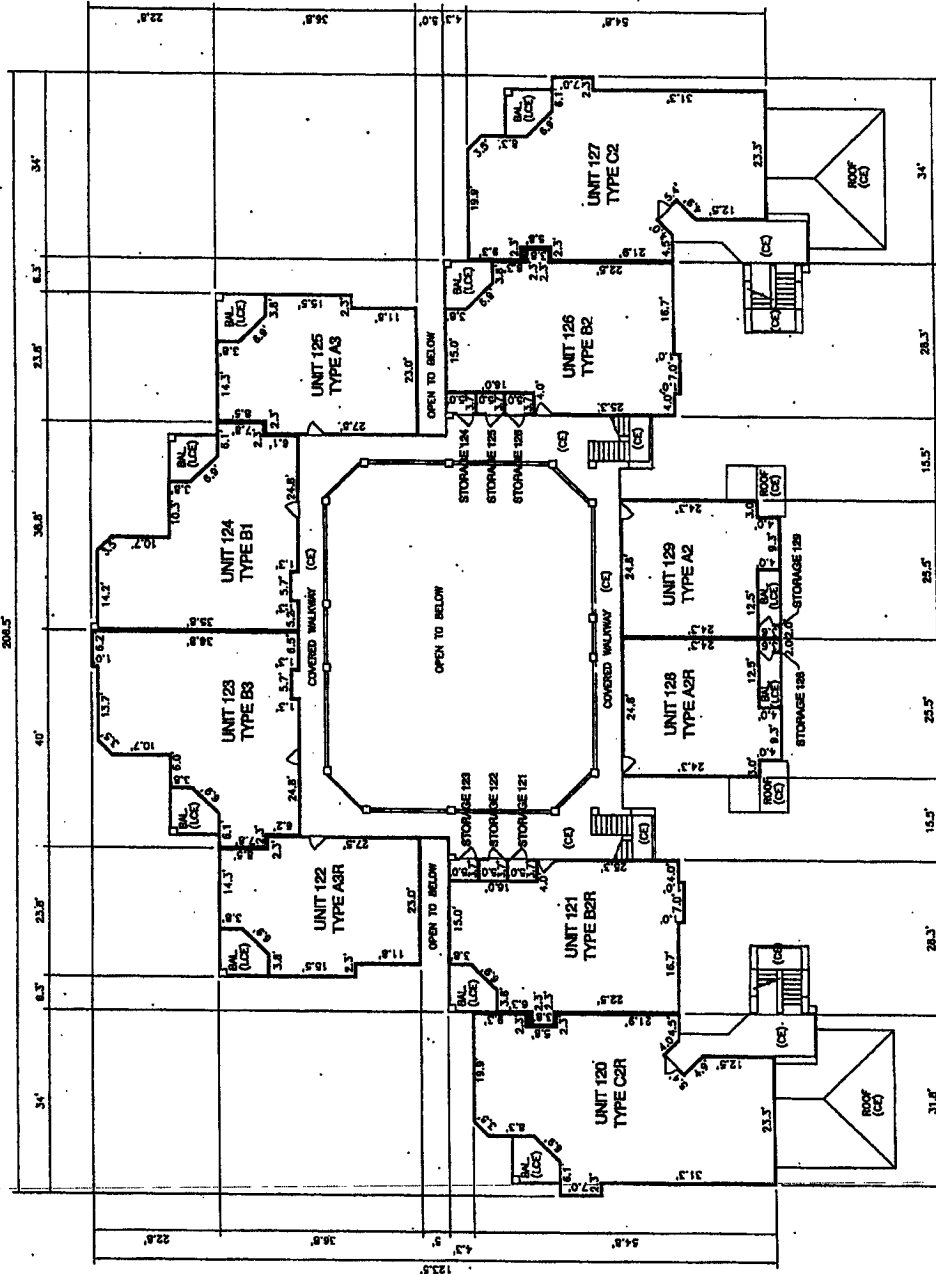
NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGES, BALCONIES, PORCHES,
AND STAIRS ARE LIMITED COMMON
ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 1
1st FLOOR PLAN
SHEET 6 OF 68

DESIGNED BY
John R. Webb & Associates, Inc.
Civil & Environmental Engineers
322 S. Orange Ave.
Orlando, FL 32801
Tel: (407) 851-1111
Fax: (407) 851-1112

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LIVING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
 CC COMMON ELEMENT
 C2 LIMITED COMMON ELEMENT
 BAL BALCONY
 ROOF ROOF

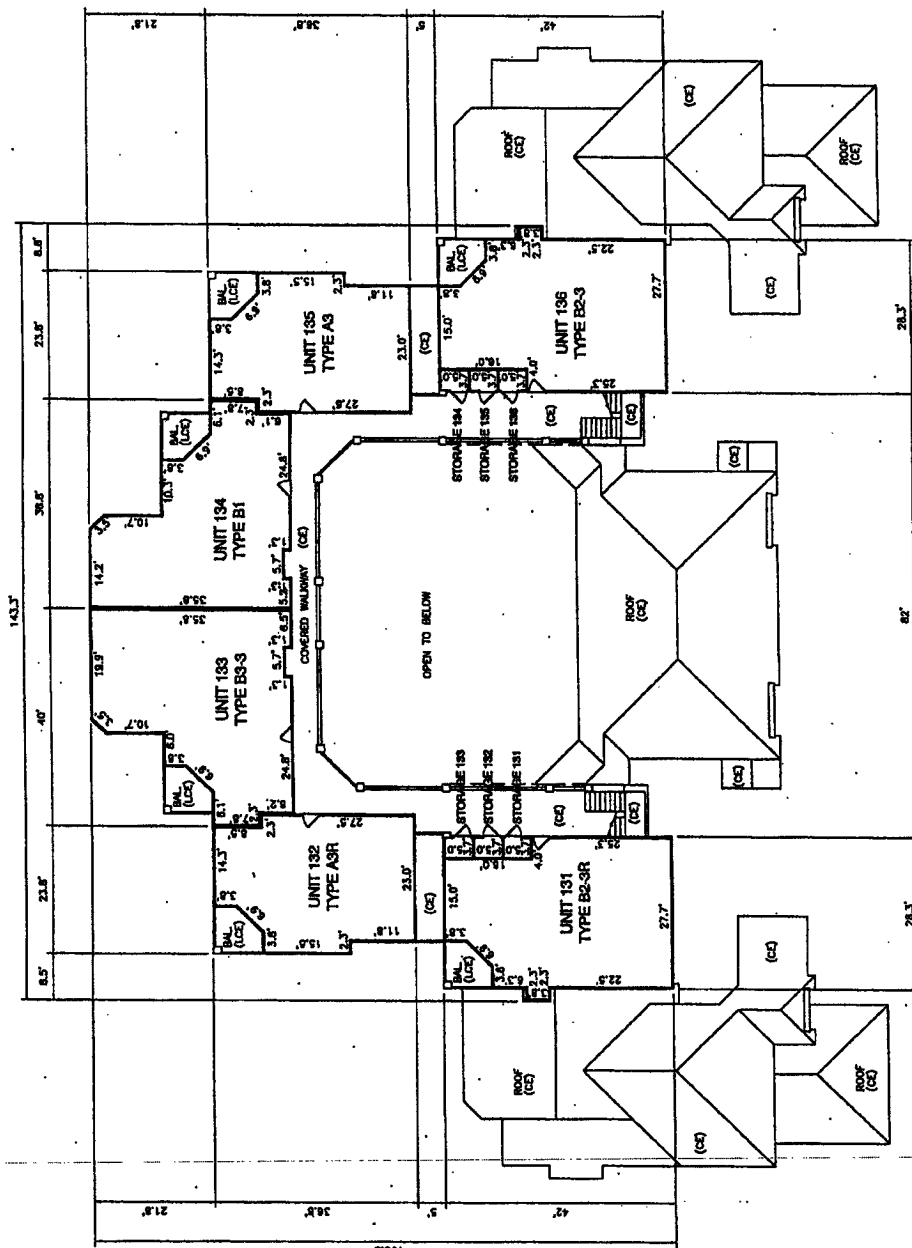
NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL GARAGES, BALCONIES, PORCHES,
 AND STORAGE ARE LIMITED COMMON
 ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF
 UNIT ARE LIMITED COMMON
 ELEMENTS
 GRAPHIC SCALE (IN FEET)
 0 5 10 20

BUILDING 1
 2nd FLOOR PLAN
 SHEET 7 OF 88

DESIGNED BY
 John R. Harty & Associates, Inc.
 1001 E. 10th Avenue, Suite 100
 Fort Lauderdale, FL 33316
 (954) 572-1234 FAX (954) 572-1235
 EMAIL: JHARTY@JHARTY.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



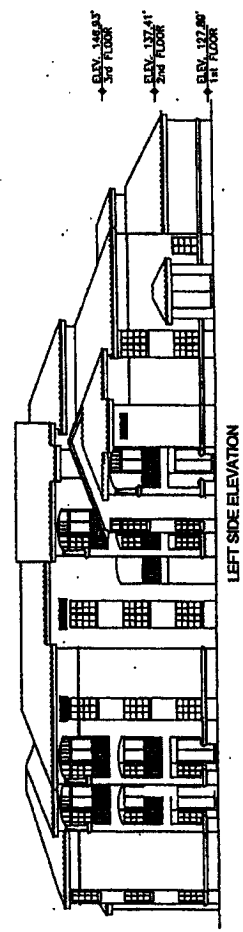
LEGEND
 CC COMMON ELEMENT
 LCC LIMITED COMMON ELEMENT
 BAL BALCONY

NOTES
 ALL DIMENSIONS ARE APPROXIMATE
 ALL GARAGES, BALCONIES, PORCHES, AND STORAGE ARE LIMITED COMMON ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF UNIT ARE LIMITED COMMON ELEMENTS
 ALL UNITS ARE LIMITED COMMON ELEMENTS
 GRAPHIC SCALE (IN FEET)
 0 5 10 20

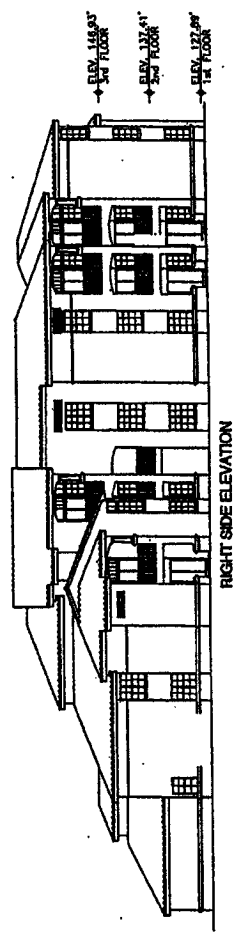
BUILDING 1
 3rd FLOOR PLAN
 SHEET 8 OF 88

Surveyed by: *John R. Williams, Inc.*
 Civil & Surveying Engineers
 222 S. PARKWAY, SUITE 100
 ORANGE, FLORIDA 32801
 PH: (407) 432-1121 FAX: (407) 432-1125
 EMAIL: JRW@JRWILLIAMS.COM

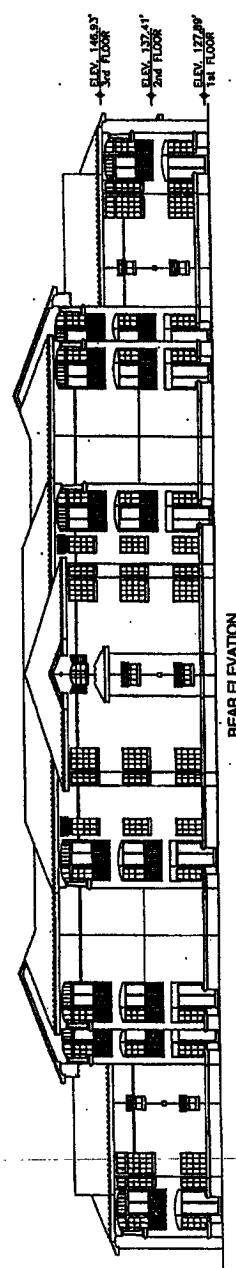
BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM
 A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



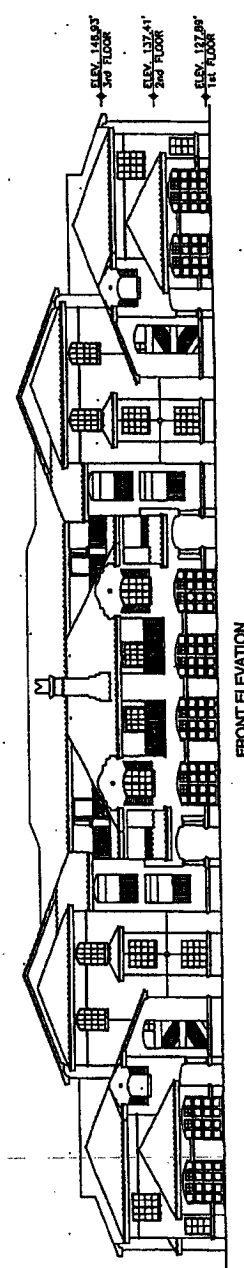
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL CHANGES, INCREASES AND DECREASES
 ARE LIMITED COMMON ELEMENTS.
 ALL IMPROVEMENTS OUTSIDE OF
 THE UNIT ARE LIMITED TO THE LIMITED
 COMMON ELEMENTS ARE COMMON
 ELEMENTS.

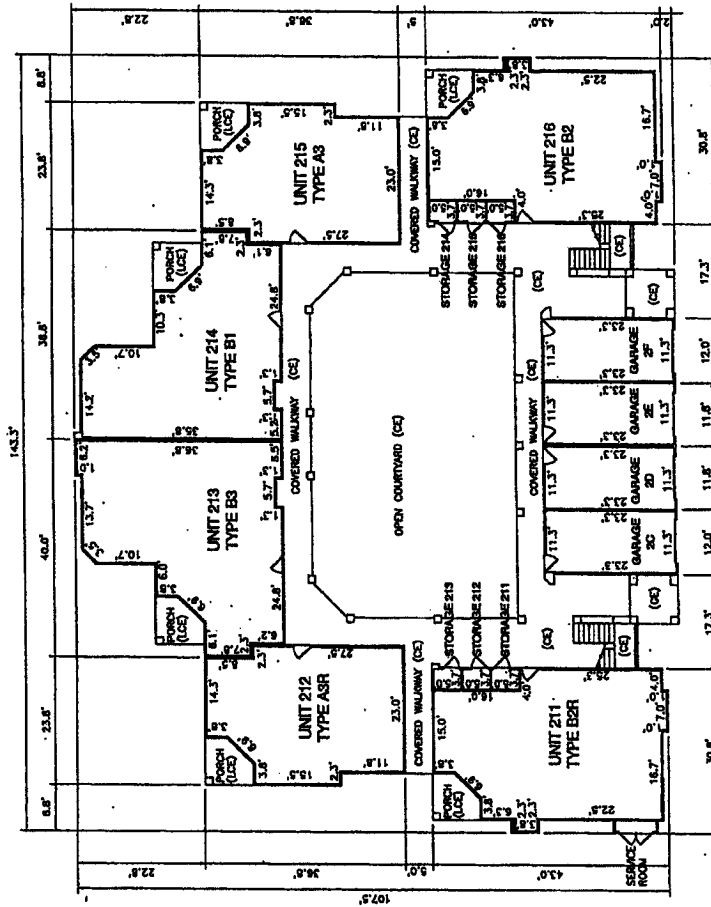
10 0 5 10 20
 GRAPHIC SCALE (IN FEET)

BUILDING 1
ELEVATIONS
 SHEET 9 OF 68

FOR RECORD PURPOSES OF
 John R. Webb & Associates, Inc.
 1001 E. BAYVIEW BLVD.
 SUITE 200
 WEST PALM BEACH, FL 33411
 TEL: (561) 833-4322 FAX: (561) 833-4325
 EMAIL: JWEBB@JWEBB.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



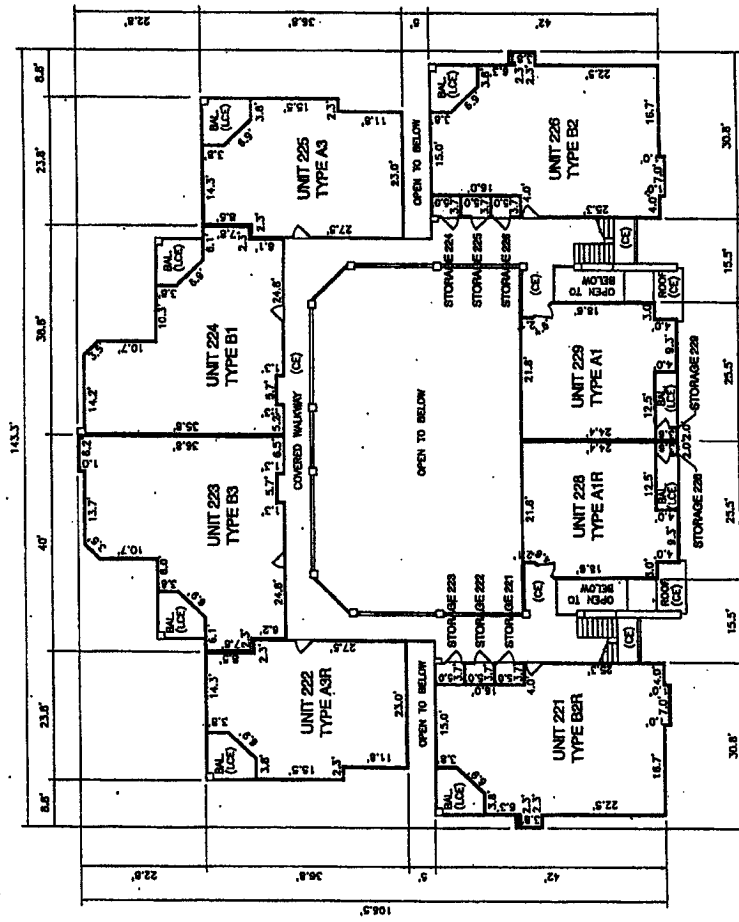
LEGEND
C3 COMMON ELEMENT
C4 LIMITED COMMON ELEMENT

NOTES
ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGES, BALCONIES, PORCHES, AND STORAGE ARE LIMITED - COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF THE UNIT ARE LIMITED - COMMON ELEMENTS
ALL IMPROVEMENTS INSIDE OF THE UNIT ARE LIMITED - COMMON ELEMENTS
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 2
1st FLOOR PLAN
SHEET 10 OF 68

STATE OF FLORIDA
COUNTY OF ORANGE
JAMES H. HARRIS, JR.
PLAT 10 OF 68
DATE: 10/10/2011

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM
 A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 38 EAST, ORANGE COUNTY, FLORIDA



LEGEND
 CE COMMON ELEMENT
 LCE LIMITED COMMON ELEMENT
 BAL BALCONY

NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL GARAGES, BALCONIES, PORCHES, AND STORAGE ARE LIMITED COMMON ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF THE UNIT ARE LIMITED COMMON ELEMENTS
 COMMON ELEMENTS ARE COMMON ELEMENTS

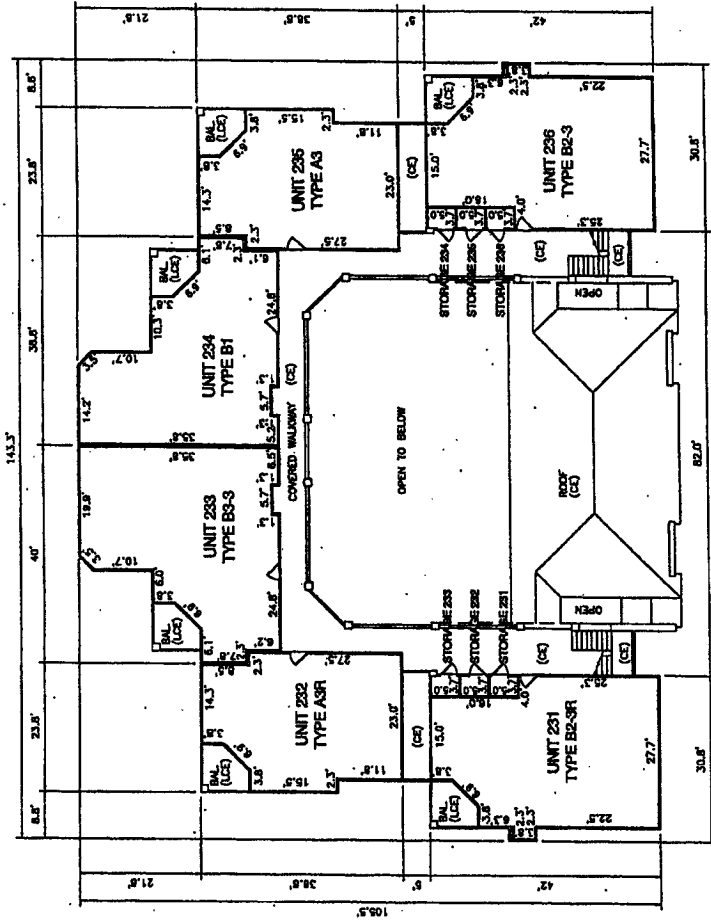
GRAPHIC SCALE (IN FEET)
 0 5 10 20

BUILDING 2
2nd FLOOR PLAN
 SHEET 11 OF 68

Survey & Mapping, Inc.
 1201 S. W. 1st Ave.
 Suite 100
 Ft. Lauderdale, FL 33304
 Phone: (954) 532-1122 Fax: (954) 532-1123
 Email: info@surveyandmapping.com

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
 CE COMMON ELEMENT
 LCE LIMITED COMMON ELEMENT
 BAL BALCONY

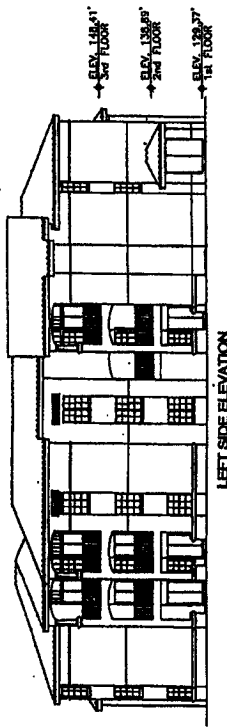
NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL GARAGES, BALCONIES, PORCHES, AND STORAGE ARE LIMITED COMMON ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF THE UNIT ARE LIMITED COMMON ELEMENTS
 ALL IMPROVEMENTS INSIDE THE UNIT ARE COMMON ELEMENTS
 GRAPHIC SCALE (IN FEET)
 0 5 10 20

BUILDING 2
 3rd FLOOR PLAN
 SHEET 12 OF 68

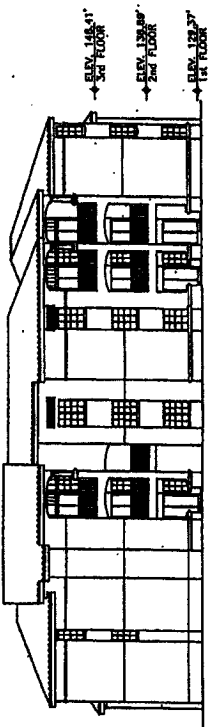
1400 BERMUDA DRIVE
 BERMUDA DUNES
 ORANGE COUNTY, FLORIDA 32137
 (407) 832-3322 FAX (407) 832-3323
 WWW.BERMUDADUNES.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

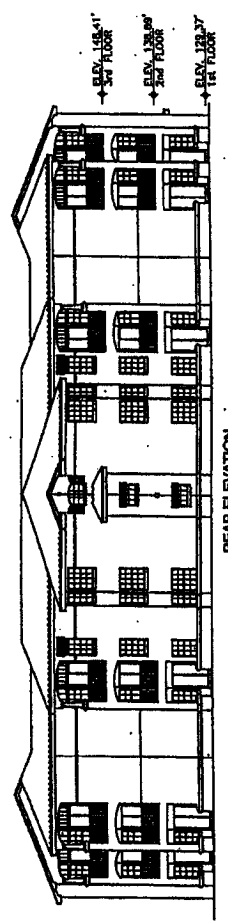
A CONDOMINIUM LIVING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



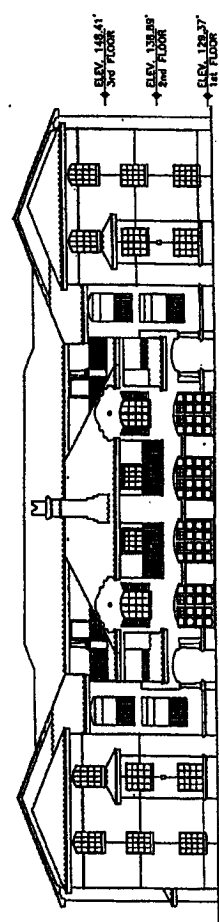
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BLOCKS AND PORTALS
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNIT ARE NOT LIMITED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS

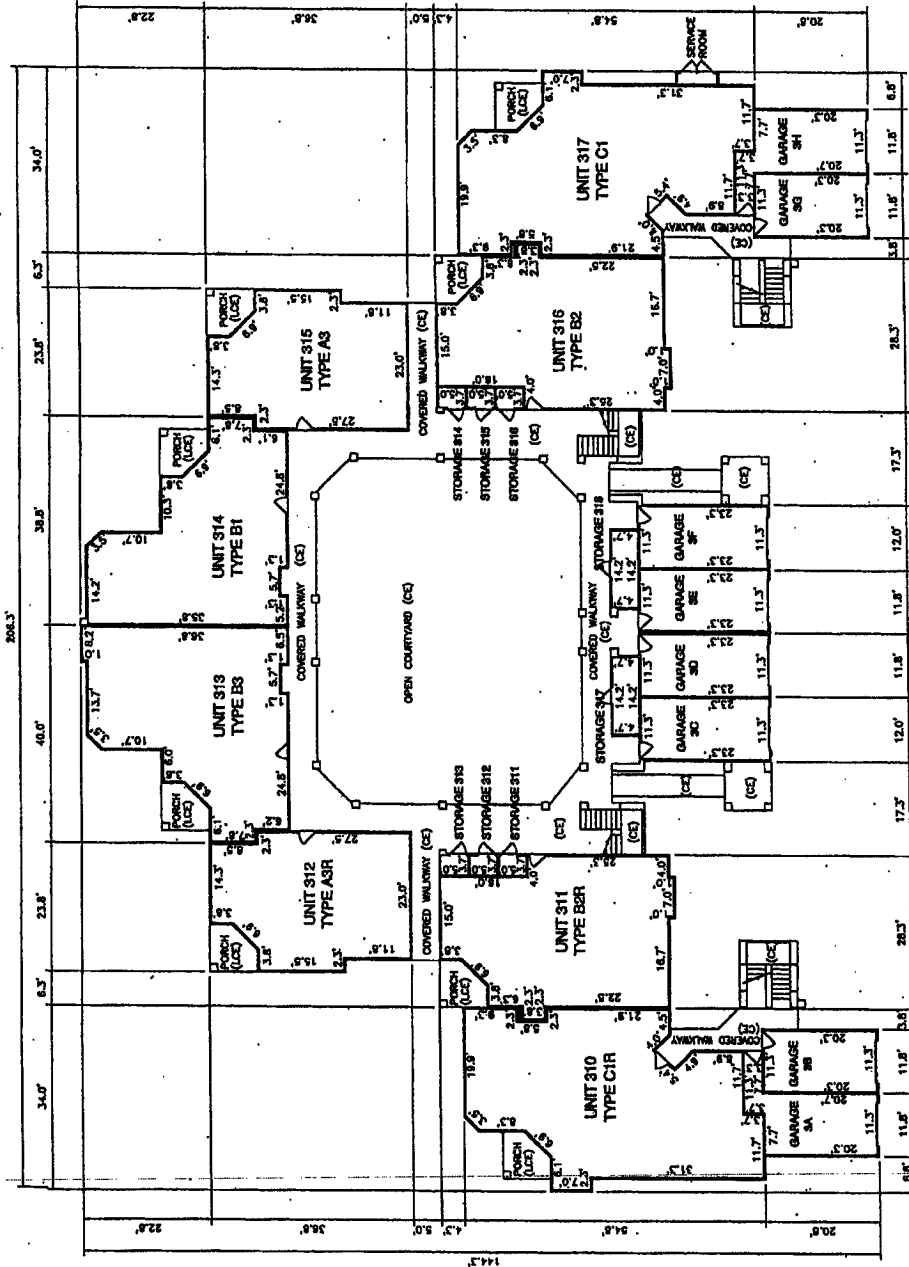
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 2
ELEVATIONS
SHEET 13 OF 68

FOR PROJECT DESIGN OF
Bermuda Dunes Private Residences, Inc.
AND A CONDOMINIUM, CONSULTING ENGINEERS
100 E. DUNES BLVD.
SUITE 200
P.O. BOX 1000
ORANGE, FLORIDA 32667
PH: (407) 833-1331 FAX: (407) 833-1335
WWW.BERMUDADUNES.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
CS COMMON ELEMENT
LCC LIMITED COMMON ELEMENT

NOTES:

ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGES, BALCONIES, PORCHES,
AND STORAGE ARE LIMITED COMMON
ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.

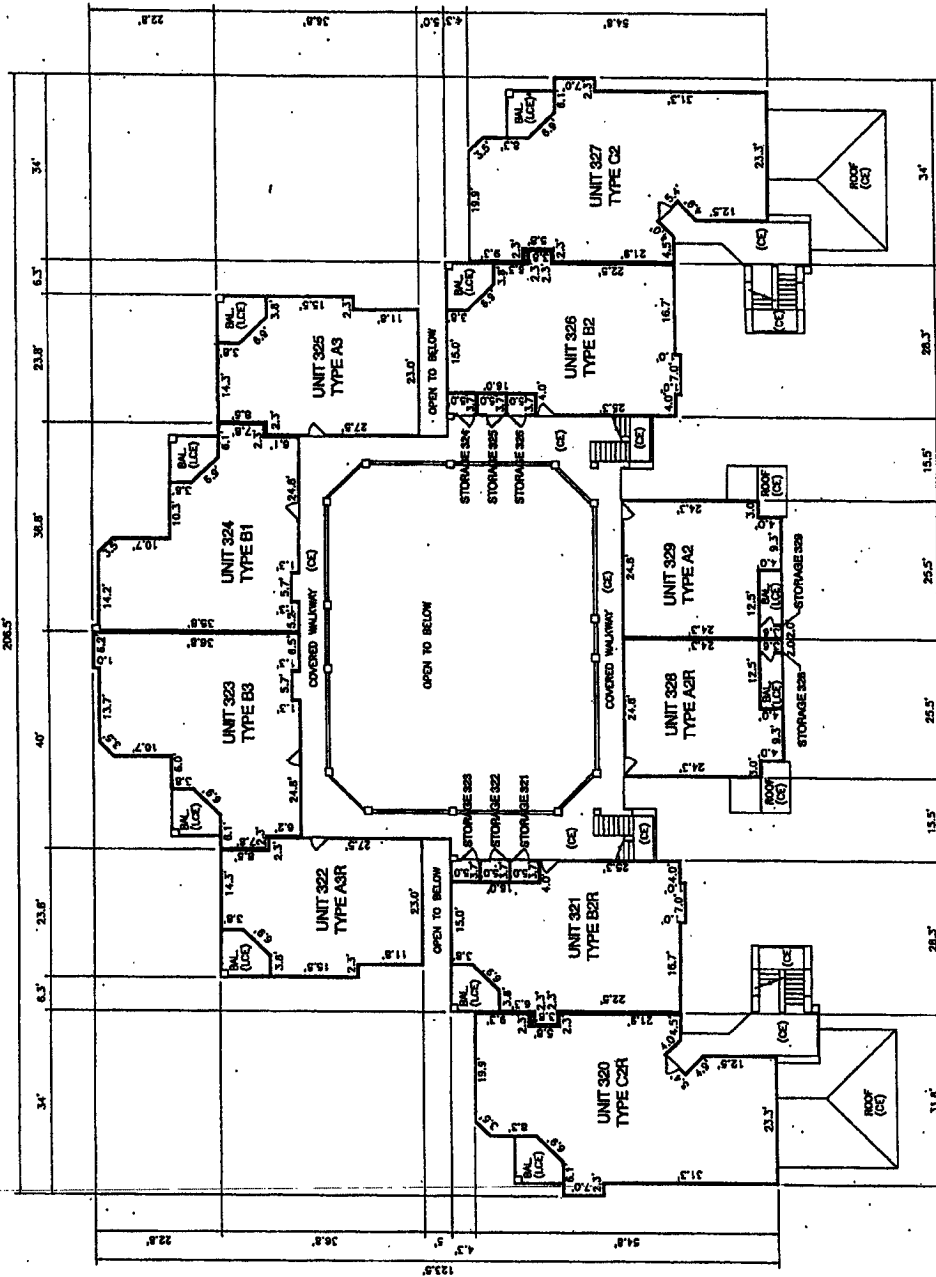
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 3
1st FLOOR PLAN
SHEET 14 OF 66

Prepared by: **John R. Webb & Associates, Inc.**
200 S. Orange Avenue
Suite 200
Orlando, FL 32801
PH: (407) 822-4321 FAX: (407) 822-4325
Email: jwebb@jwebb.com

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

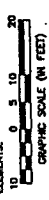
A CONDOMINIUM LIVING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
C2 COMMON ELEMENT
LCE LIMITED COMMON ELEMENT
BAL BALCONY

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES, PORCHES,
AND STORAGE ARE LIMITED COMMON
ELEMENTS

ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT RELATED TO THE
UNIT'S ARE LIMITED COMMON
ELEMENTS.

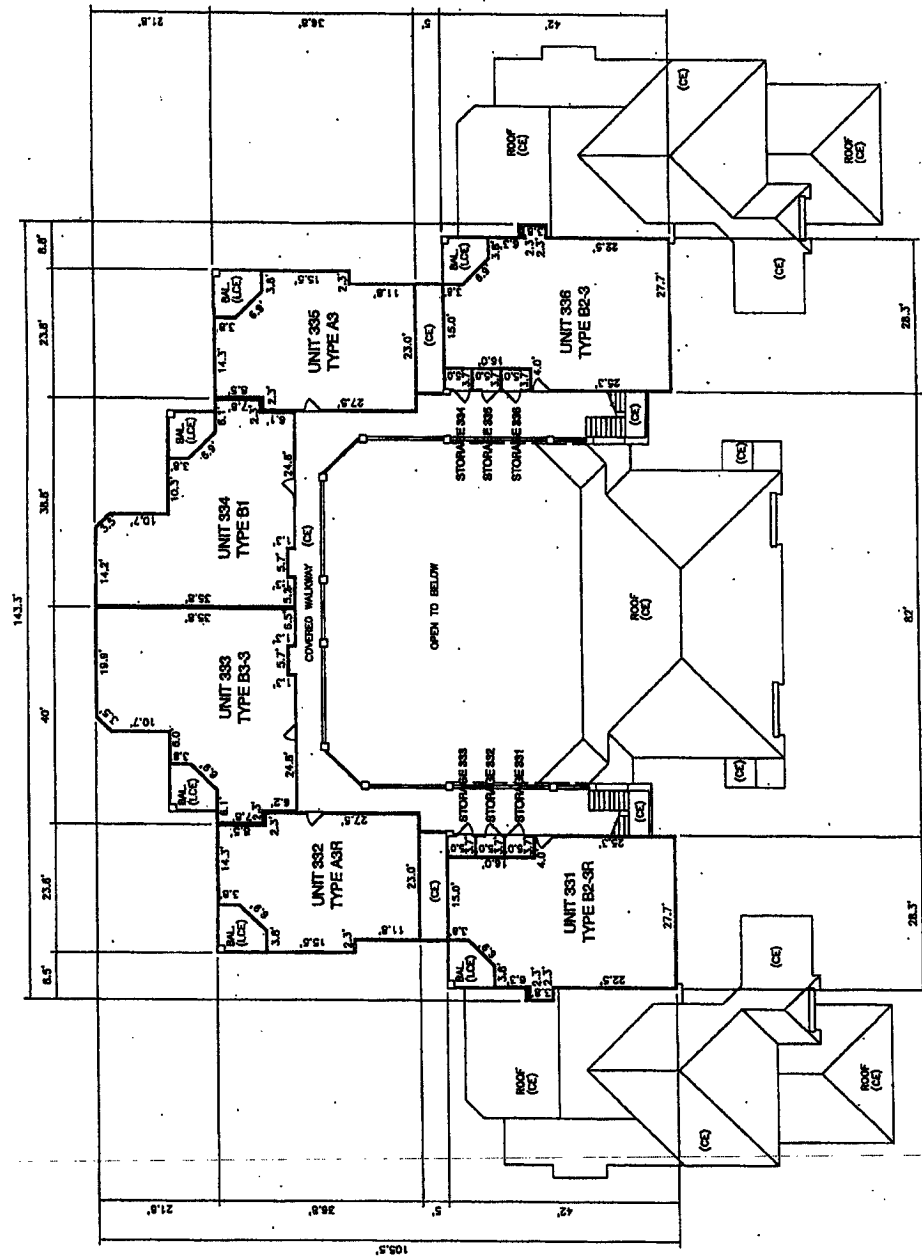


BUILDING 3
2nd FLOOR PLAN
SHEET 15 OF 68

John R. Miller & Associates, Inc.
Civil & Mechanical Engineers
220 S. BAYVIEW BLVD.
SUITE 200
FORT LAUDERDALE, FL 33301
TEL: (954) 575-1234 FAX: (954) 575-1235
WWW.JRMILLERANDASSOCIATES.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 29 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
 CC COMMON ELEMENT
 LC LIMITED COMMON ELEMENT
 BAL BALCONY

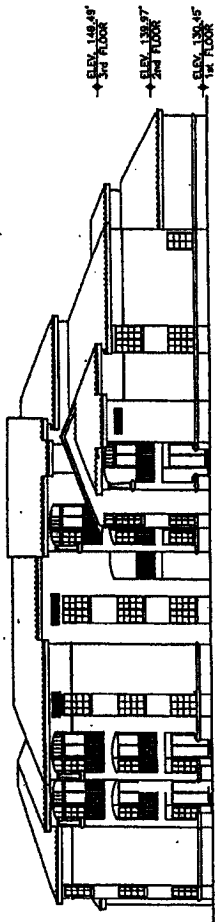
NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL CHANGES, BALCONIES, PORCHES
 AND STORAGE ARE LIMITED COMMON
 ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF
 THE UNITS AND NOT LABELED LIMITED
 COMMON ELEMENTS ARE COMMON
 ELEMENTS
 0 5 10 20
 GRAPHIC SCALE (IN FEET)

BUILDING 3
 3rd FLOOR PLAN
 SHEET 16 OF 68

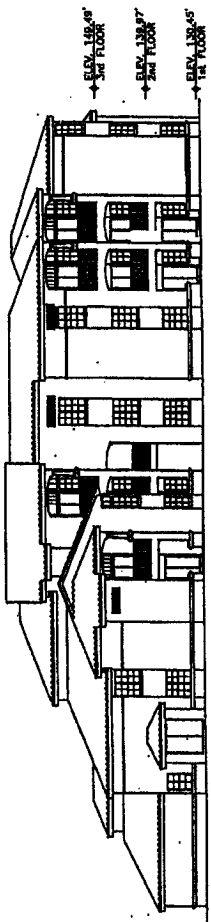
Surveyed by
 John R. Allen, Inc.
 1000 N. Orange Ave.
 Suite 200
 Orlando, FL 32801
 Tel: (407) 441-1111
 Fax: (407) 441-1112

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

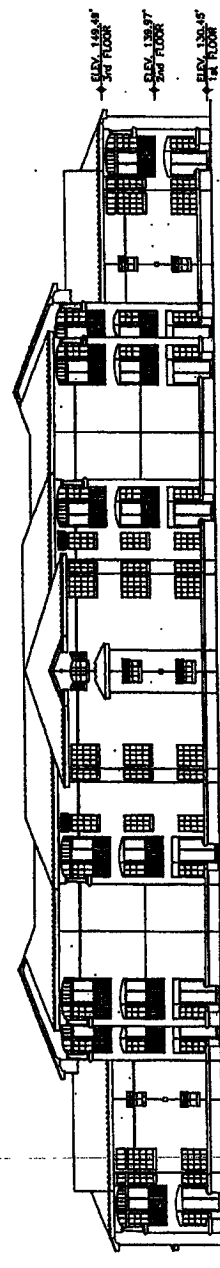
A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



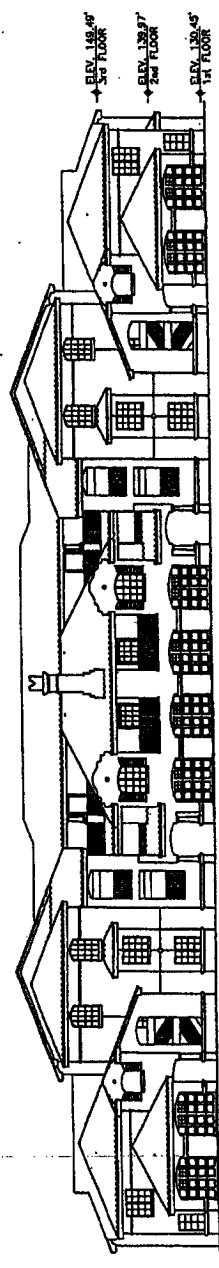
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.

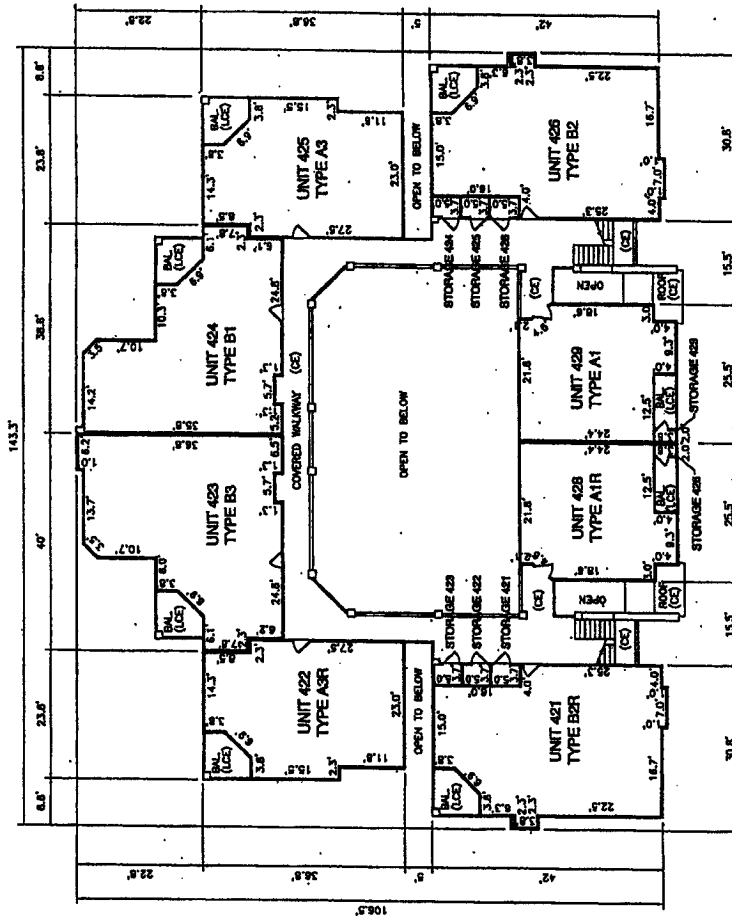
10 0 5 10 20
GRAPHIC SCALE (IN FEET)

BUILDING 3
ELEVATIONS
SHEET 17 OF 68

FOR ARCHITECTURAL REVIEW OF
John R. Miller & Associates, Inc.
CIVIL & ARCHITECTURAL CONSULTING ENGINEERS
1001 E. PALM BLVD., SUITE 100
WEST PALM BEACH, FLORIDA 33411
TEL: (561) 832-1111 FAX: (561) 832-1112
WWW.JRMILLER.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

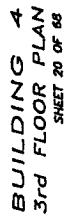


LEGEND:
 C2 COMMON ELEMENT
 L2C LIMITED COMMON ELEMENT
 BAL BALCONY

NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL CHANGES, BALCONIES, PORCHES, AND STAIRS ARE LIMITED COMMON ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF THE UNITS AND NOT LABELED LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS
 GRAPHIC SCALE (IN FEET)
 0 5 10 20

BUILDING 4
2nd FLOOR PLAN
 SHEET 19 OF 68

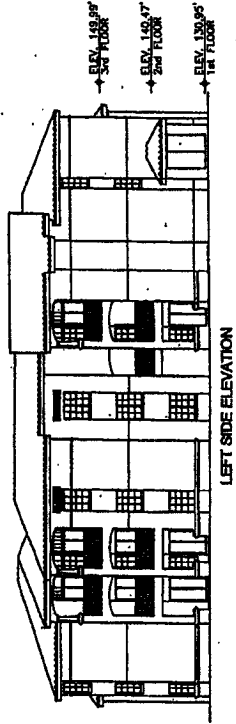
DESIGNED BY
John B. White & Associates, Inc.
 100 S. Orange Avenue
 Suite 200
 Orlando, Florida 32801
 (407) 833-1222 FAX (407) 833-1225
 E-MAIL: JWHITE@JWHITE.COM



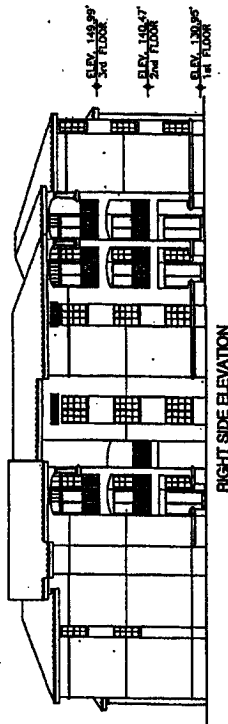
John B. Webb & Associates, Inc.
LAND SURVEYING DIVISION OF
CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
825 S. DOUGLAS AVE.
WINTER PARK, FLORIDA 32789
PH: (407) 632-4332 FAX: (407) 632-8335
EMAIL: JWEBB@JWBA.ORG

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

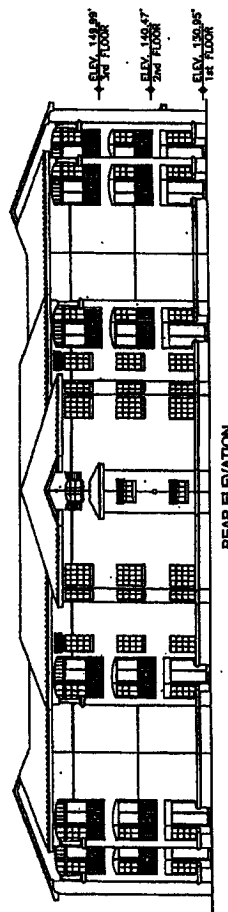
A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 38 EAST, ORANGE COUNTY, FLORIDA



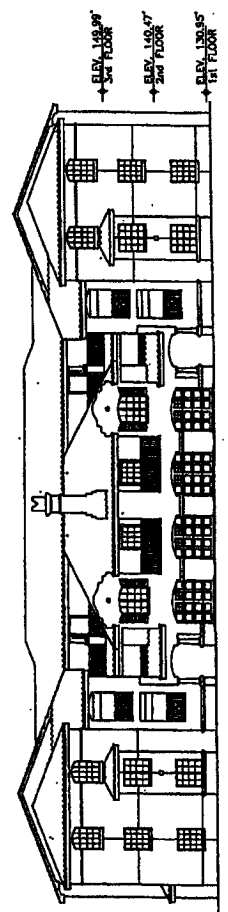
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

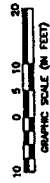


REAR ELEVATION



FRONT ELEVATION

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGES, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.



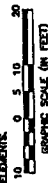
BUILDING 4
ELEVATIONS
SHEET 21 OF 68

1410 BAYVIEW BLVD. SUITE 100
SEASIDE, FLORIDA 32081
TEL: (407) 325-3333 FAX: (407) 325-3334
WWW.BERMUDADUNES.COM



NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGES, BALCONIES, PORCHES,
AND STORAGE ARE LIMITED COMMON
ELEMENTS

ALL IMPROVEMENTS OUTSIDE OF THE UNITS AND NOT LABELED LIMITED. COMMON ELEMENTS ARE COMMON ELEMENTS.

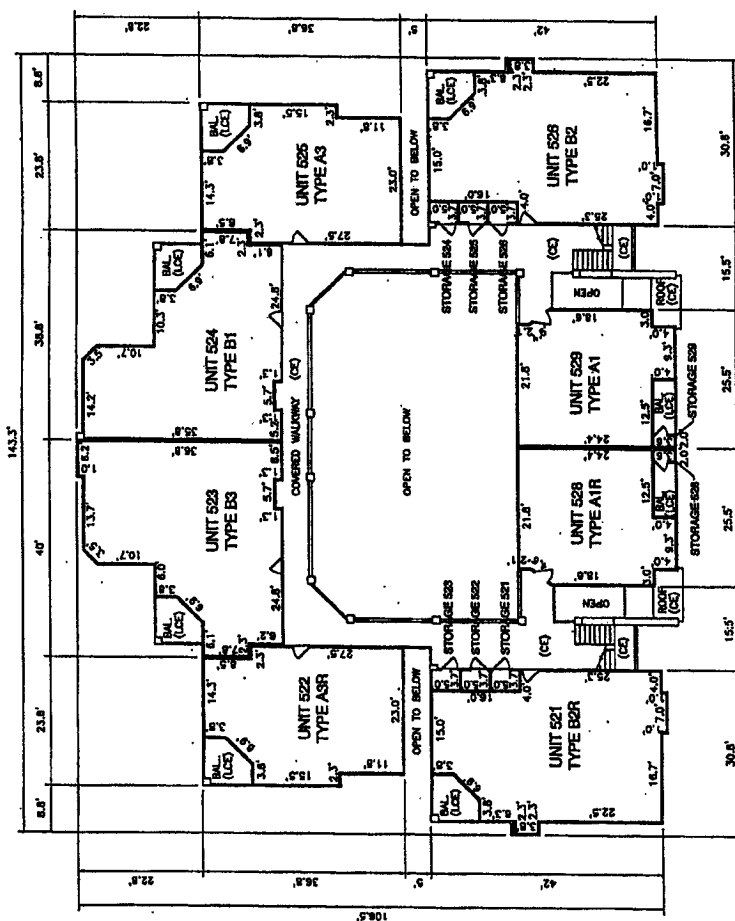


BUILDING 5
1st FLOOR PLAN
SHEET 22 OF 68

LAND SURVEYING DIVISION OF
John B. Webb & Associates, Inc.
CIVIL & ENGINEERING, CONSULTING ENGINEERS
425 S. DORADO DRIVE
MIAMI BEACH, FLORIDA 33508
PH: (407) 422-4323 FAX: (407) 422-4325
EMAIL: JWEBB@CFLA.NET

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
 CE COMMON ELEMENT
 LO LIMITED COMMON ELEMENT
 BAL BALCONY

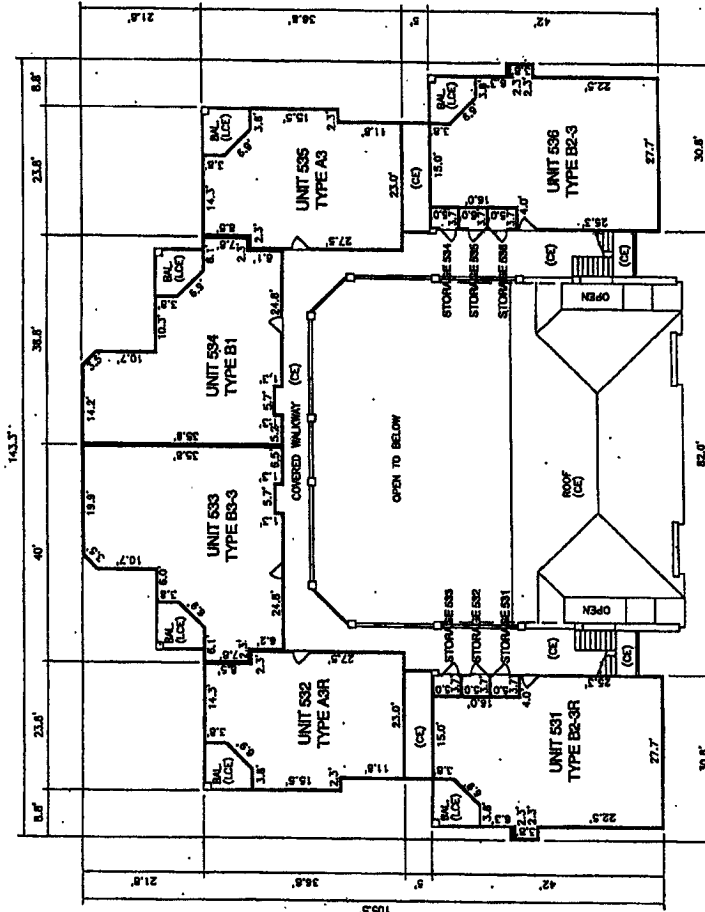
NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL GARAGES, BALCONIES, PORCHES
 AND STORAGE ARE LIMITED COMMON
 ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF
 THE UNITS AND NOT LABELED LIMITED
 COMMON ELEMENTS ARE COMMON
 ELEMENTS
 GRAPHIC SCALE (IN FEET)
 10 0 5 10 20

BUILDING 5
2nd FLOOR PLAN
 SHEET 23 OF 68

Prepared by: **John R. Wooten & Associates, Inc.**
 200 S. Orange Avenue
 Suite 200
 Orlando, FL 32801
 Phone: (407) 832-4325 Fax: (407) 832-4325
 Email: jrw@jrwassoc.com

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
 CE COMMON ELEMENT
 LCE LIMITED COMMON ELEMENT
 BAL BALCONY

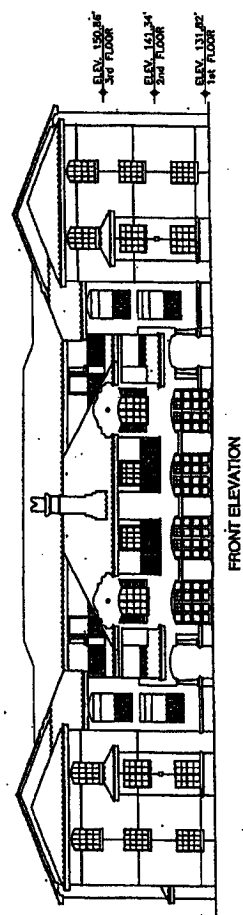
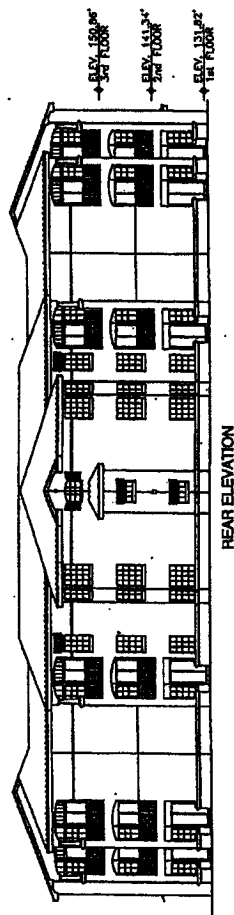
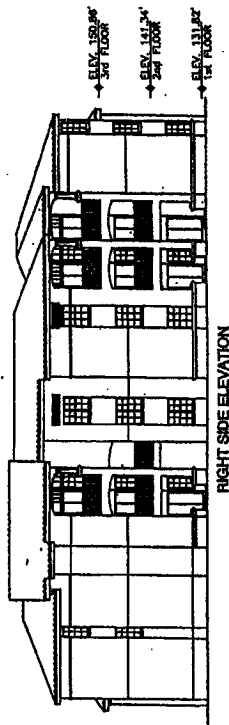
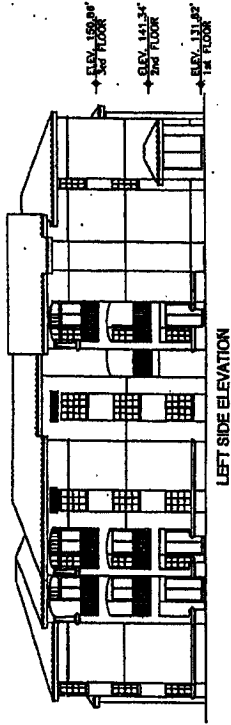
NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL GARAGES, BALCONIES, PORCHES, AND STORAGES ARE LIMITED COMMON ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF THE UNIT ARE LIMITED COMMON ELEMENTS
 COMMON ELEMENTS ARE COMMON ELEMENTS
 0 5 10 20
 GRAPHIC SCALE (IN FEET)

BUILDING 5
 3rd FLOOR PLAN
 SHEET 24 OF 68

14145 SOUTHWEST AVENUE, SUITE 100
 MIAMI, FLORIDA 33155
 (305) 551-1111
 (305) 551-1112
 (305) 551-1113
 (305) 551-1114
 (305) 551-1115
 (305) 551-1116
 (305) 551-1117
 (305) 551-1118
 (305) 551-1119
 (305) 551-1120
 (305) 551-1121
 (305) 551-1122
 (305) 551-1123
 (305) 551-1124
 (305) 551-1125
 (305) 551-1126
 (305) 551-1127
 (305) 551-1128
 (305) 551-1129
 (305) 551-1130
 (305) 551-1131
 (305) 551-1132
 (305) 551-1133
 (305) 551-1134
 (305) 551-1135
 (305) 551-1136
 (305) 551-1137
 (305) 551-1138
 (305) 551-1139
 (305) 551-1140
 (305) 551-1141
 (305) 551-1142
 (305) 551-1143
 (305) 551-1144
 (305) 551-1145
 (305) 551-1146
 (305) 551-1147
 (305) 551-1148
 (305) 551-1149
 (305) 551-1150
 (305) 551-1151
 (305) 551-1152
 (305) 551-1153
 (305) 551-1154
 (305) 551-1155
 (305) 551-1156
 (305) 551-1157
 (305) 551-1158
 (305) 551-1159
 (305) 551-1160
 (305) 551-1161
 (305) 551-1162
 (305) 551-1163
 (305) 551-1164
 (305) 551-1165
 (305) 551-1166
 (305) 551-1167
 (305) 551-1168
 (305) 551-1169
 (305) 551-1170
 (305) 551-1171
 (305) 551-1172
 (305) 551-1173
 (305) 551-1174
 (305) 551-1175
 (305) 551-1176
 (305) 551-1177
 (305) 551-1178
 (305) 551-1179
 (305) 551-1180
 (305) 551-1181
 (305) 551-1182
 (305) 551-1183
 (305) 551-1184
 (305) 551-1185
 (305) 551-1186
 (305) 551-1187
 (305) 551-1188
 (305) 551-1189
 (305) 551-1190
 (305) 551-1191
 (305) 551-1192
 (305) 551-1193
 (305) 551-1194
 (305) 551-1195
 (305) 551-1196
 (305) 551-1197
 (305) 551-1198
 (305) 551-1199
 (305) 551-1200

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL DOORS, WINDOWS AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNIT AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.

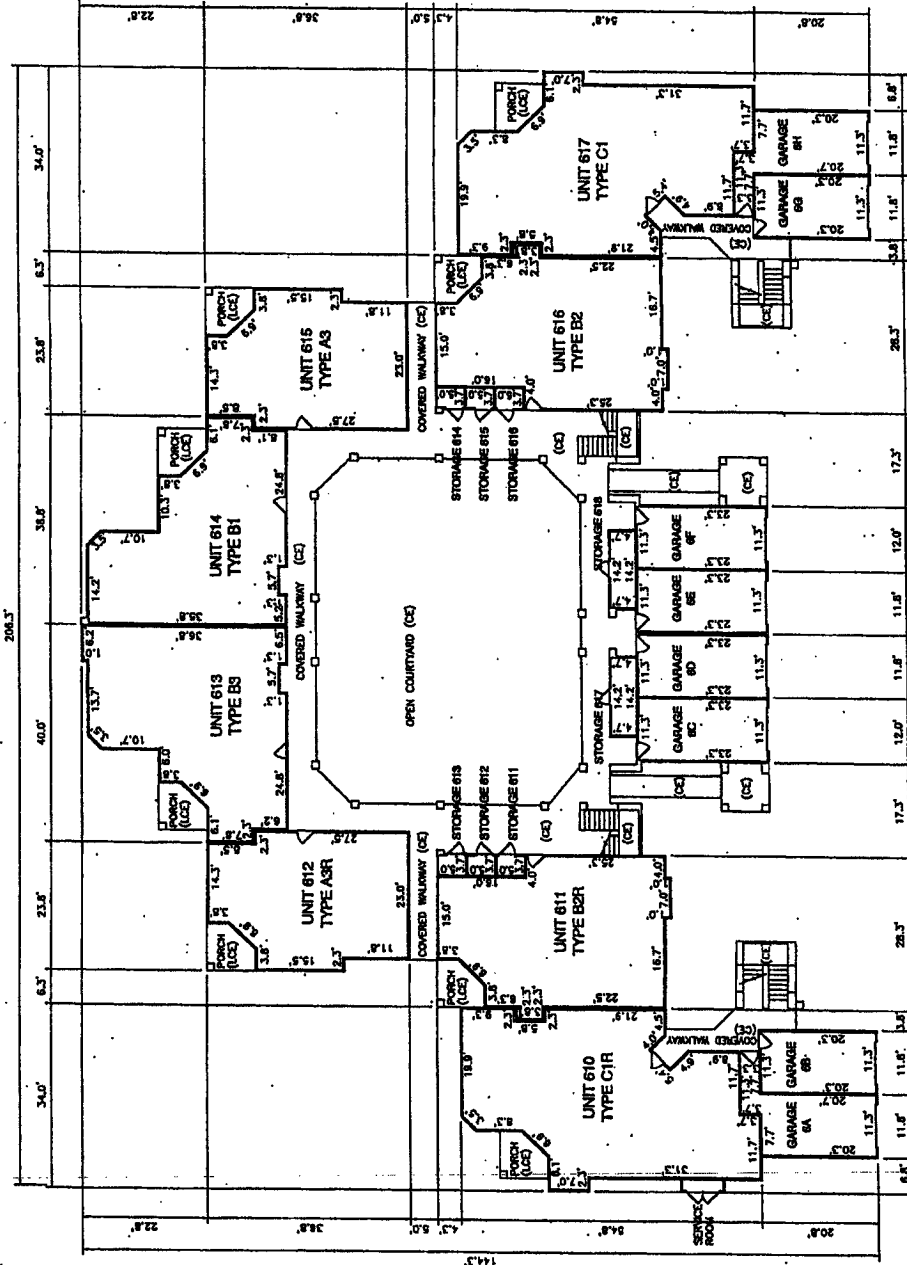
GRAPHIC SCALE (IN FEET)
10 0 5 10 20

BUILDING 5
ELEVATIONS
SHEET 25 OF 68

FOR RECORD PURPOSES OF
John R. Webb Associates, Inc.
ARCHITECTS
320 S. ORANGE BLVD.
SUITE 100
ORANGE, FL 32801
TEL: (407) 832-1322 FAX: (407) 832-4315
EMAIL: JWEBB@JWEBB.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
COMMON ELEMENT
UNIT COMMON ELEMENT

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES, PORCHES,
AND STORAGE ARE LIMITED COMMON
ELEMENTS

ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS

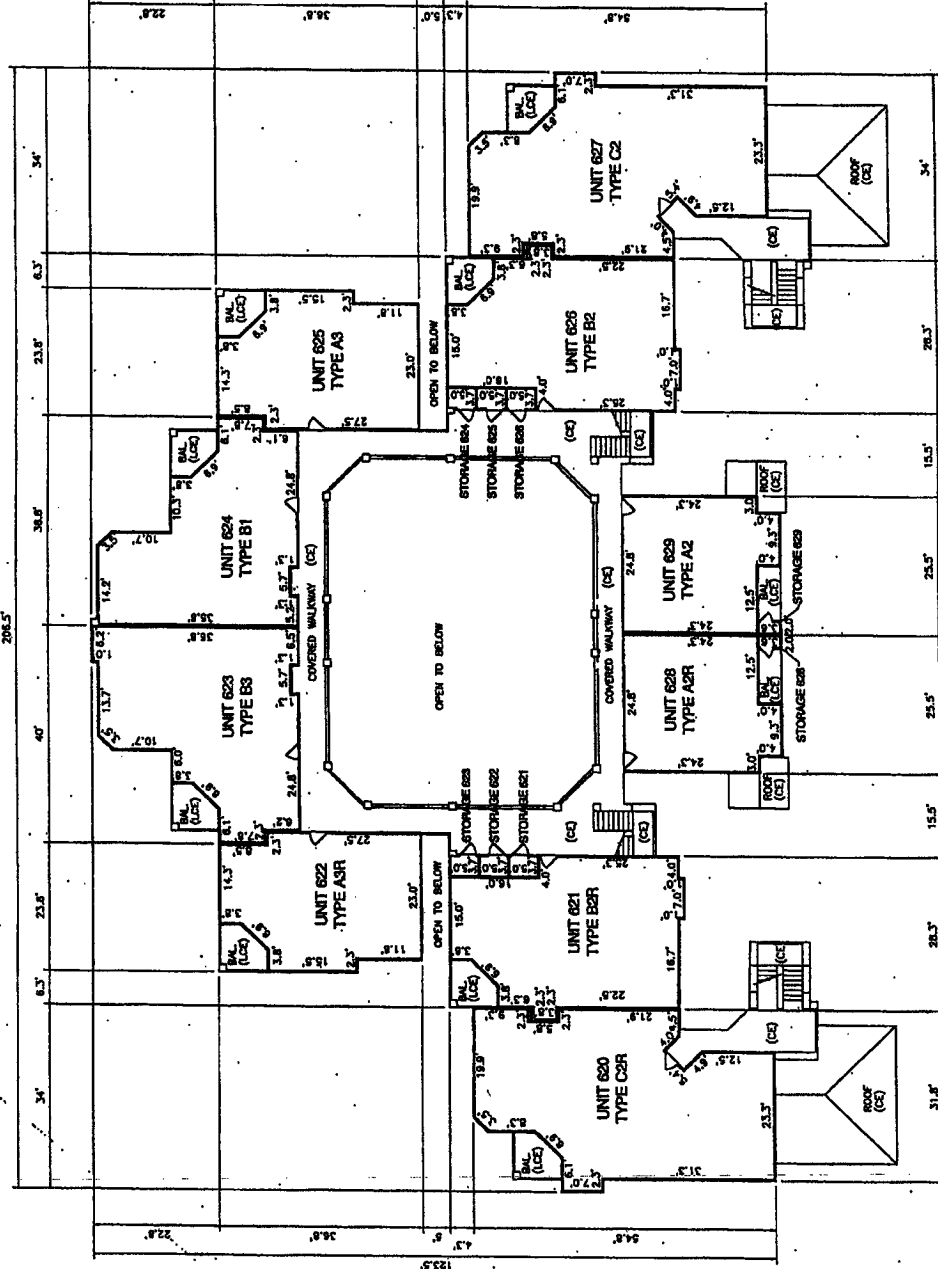
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 6
1st FLOOR PLAN
SHEET 26 OF 68

1425 BERMUDA DUNES, A CONDOMINIUM
Solely by *Wells & Associates, Inc.*
INC., A PROFESSIONAL CORPORATION, ORANGE COUNTY, FLORIDA
125 E. ORANGE BLVD.
ORANGE, FLORIDA 32667
PH (407) 832-2322 FAX (407) 832-2325
WWW.WELLSANDASSOCIATES.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 20 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

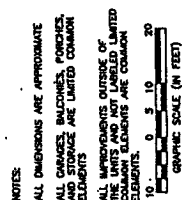


LEGEND:
COMMON ELEMENT
UNIT COMMON ELEMENT
BAL
BALCONY

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES, PORCHES,
AND STORAGE ARE LIMITED COMMON
ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 6
2nd FLOOR PLAN
SHEET 27 OF 60

1400 W. WINDY HILLS RD.
SUITE 100
ORANGE COUNTY, FLORIDA 32835
TEL: (407) 823-8325 FAX: (407) 823-8325
WWW.BERMUDADUNES.COM

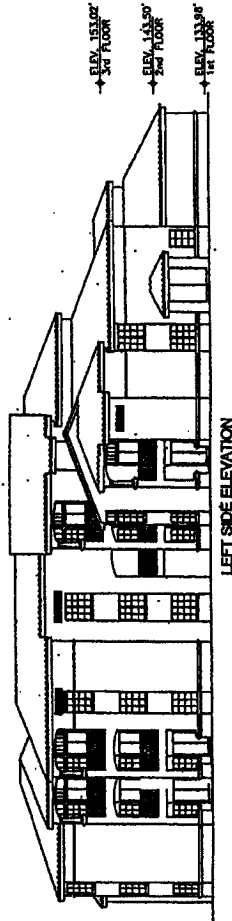


BUILDING 6
3rd FLOOR PLAN
SHEET 28 OF 68

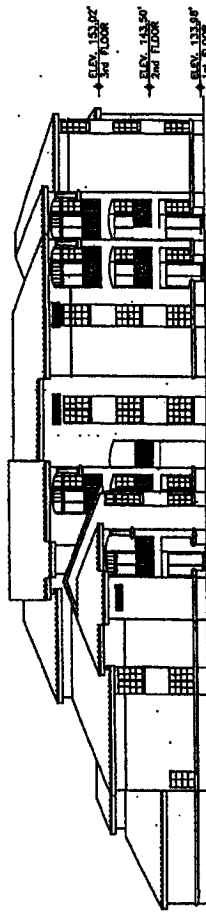
LAND SURVEYING DIVISION OF
John B. Webb & Associates, Inc.
CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
525 S. OGDEN DR.
WINTER PARK, FLORIDA 32789
PH (407) 862-4321 FAX (407) 812-3325

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

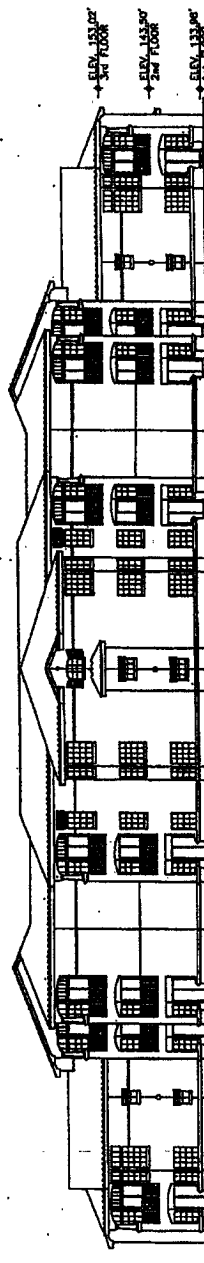
A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



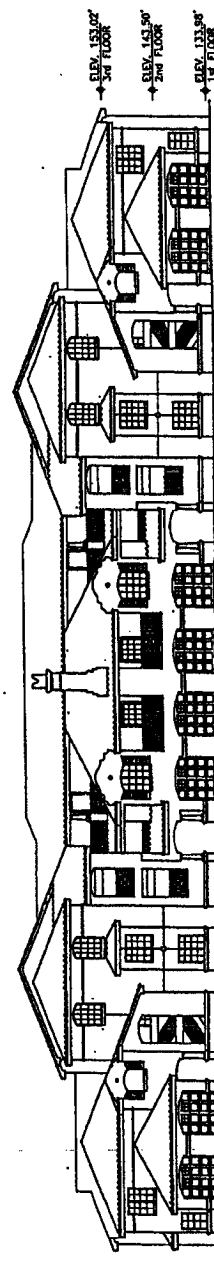
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

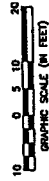


REAR ELEVATION



FRONT ELEVATION

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.



BUILDING 6
ELEVATIONS
SHEET 29 OF 48

DESIGNED BY
Sloan & Wilson Associates, Inc.
ARCHITECTS
ONE S. WINDYBROOK DRIVE
SUITE 100
ORANGE, FLORIDA 32668
PH (407) 422-1522 FAX (407) 422-1525
WWW.SLOANANDWILSON.COM

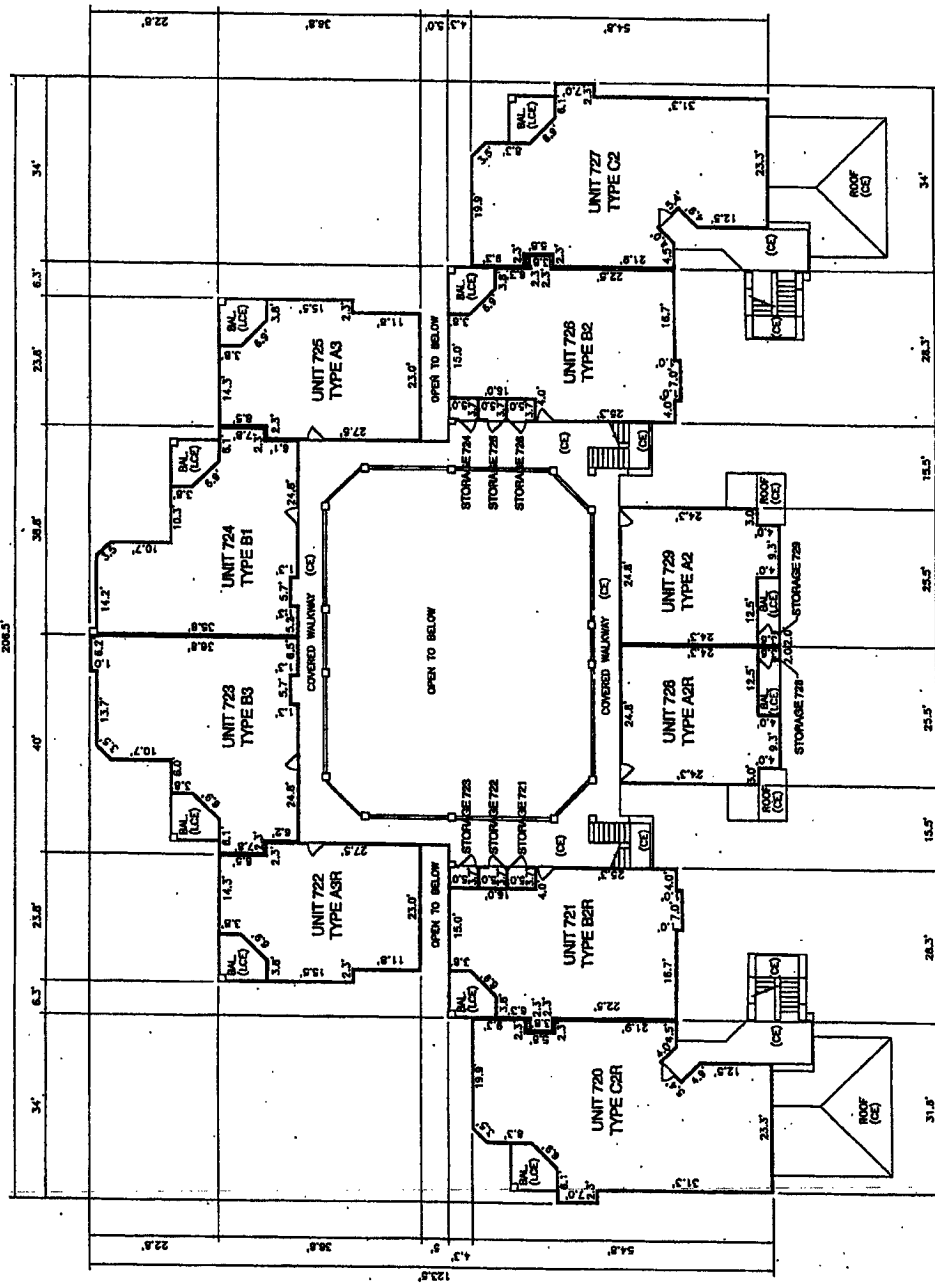


BUILDING 7
1st FLOOR PLAN
SHEET 30 OF 58

John R. Webb & Associates, Inc.
LEAD SURVEYING DIVISION OF
CIVIL & ENVIRONMENTAL ENGINEERING
825 S. BOCAHONC DRIVE
WINTER PARK, FLORIDA 32789
PH (407) 838-4332 FAX (407) 832-9325
EMAIL: WEBB@WEBB-CON.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 25 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

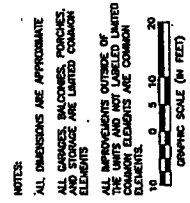


LEGEND
C2 COMMON ELEMENT
L2 LIMITED COMMON ELEMENT
BAL BALCONY

NOTES
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES, PORCHES,
AND STORAGE ARE LIMITED COMMON
ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.
10 0 5 10 20
GRAPHIC SCALE (IN FEET)

BUILDING 7
2nd FLOOR PLAN
SHEET 31 OF 68

THIS PROJECT WAS DESIGNED BY
S. J. W. Associates, Inc.
A PROFESSIONAL ARCHITECTURAL FIRM
1000 S. W. 10th Ave.
P.O. Box 1000
Fort Lauderdale, FL 33301
TEL: (954) 571-1000 FAX: (954) 571-1001
WWW.SJWASSOCIATES.COM

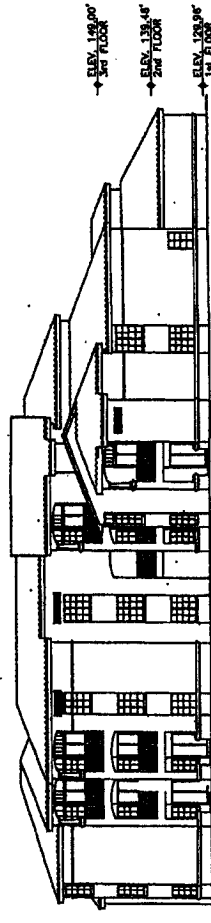


BUILDING 7
3rd FLOOR PLAN
SHEET 32 OF 68

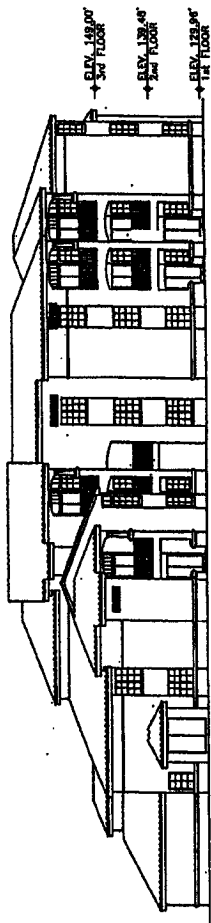
John B. Webb & Associates, Inc.
LAND SERVING DIVISION OF
CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
925 S. GARDNER AVE.
MUNICH PARK, FLORIDA 33188
PH: (407) 522-9332 FAX: (407) 522-9333
EMAIL: JWEBB@GMAIL.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

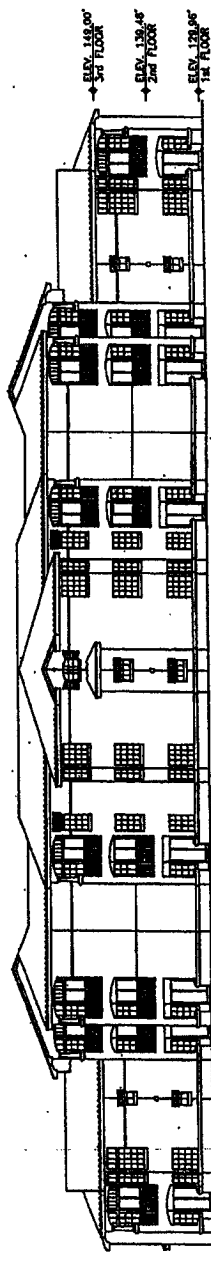
A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



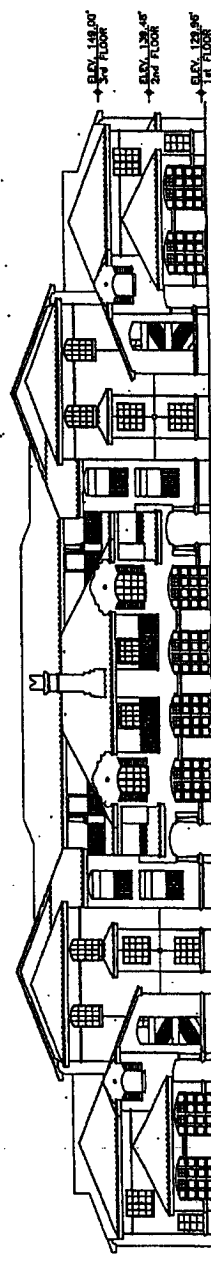
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.

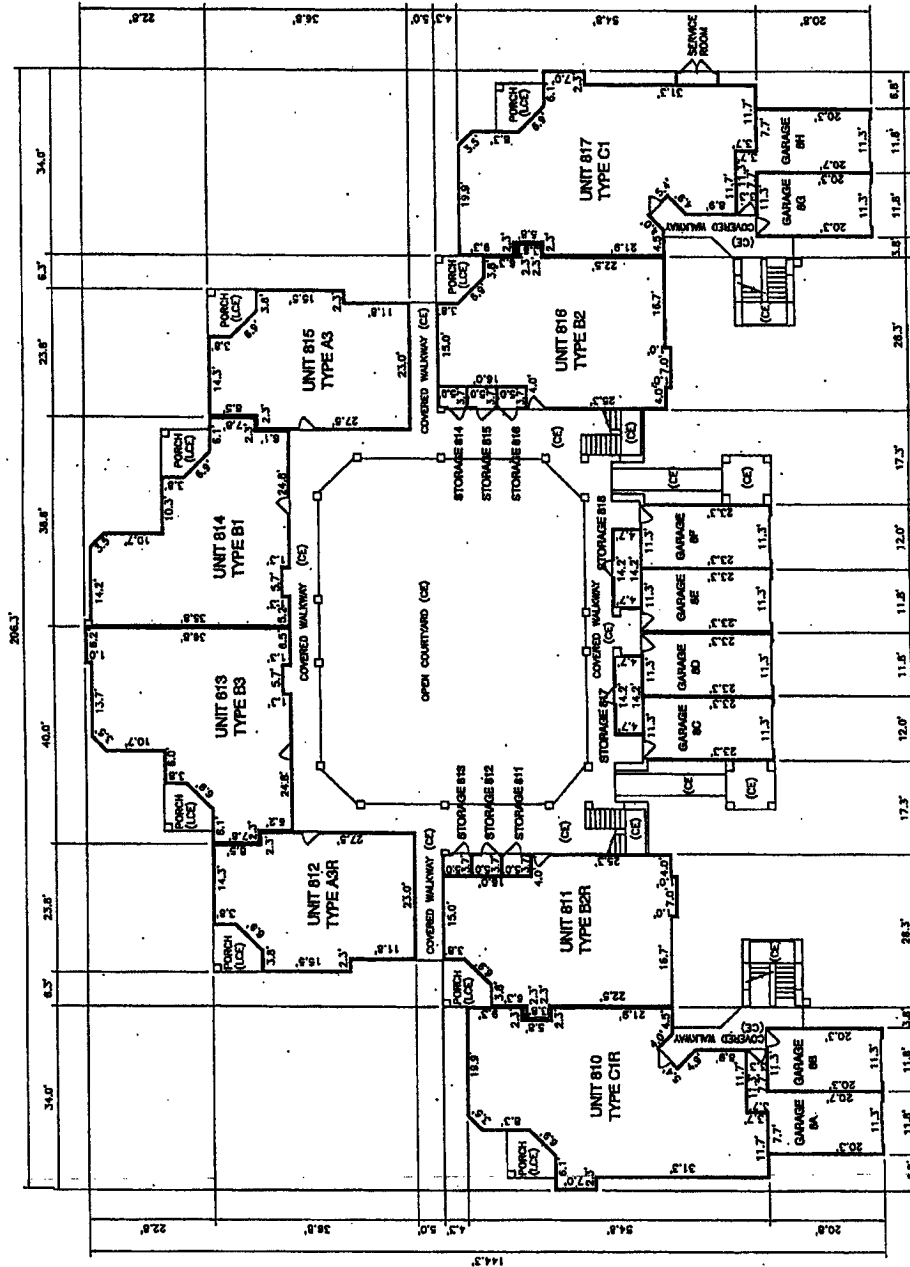
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 7
ELEVATIONS
SHEET 33 OF 68

DESIGNED BY
Sloan R. Webb & Associates, Inc.
ARCHITECTS
303 S. W. 10th Ave.
Fort Lauderdale, FL 33311
TEL: (954) 571-1111
FAX: (954) 571-1112

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
CC COMMON ELEMENT
LCC LIMITED COMMON ELEMENT

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGE, BALCONY, PORCHES
AND STORAGE ARE LIMITED COMMON
ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 8
1st FLOOR PLAN
SHEET 34 OF 68

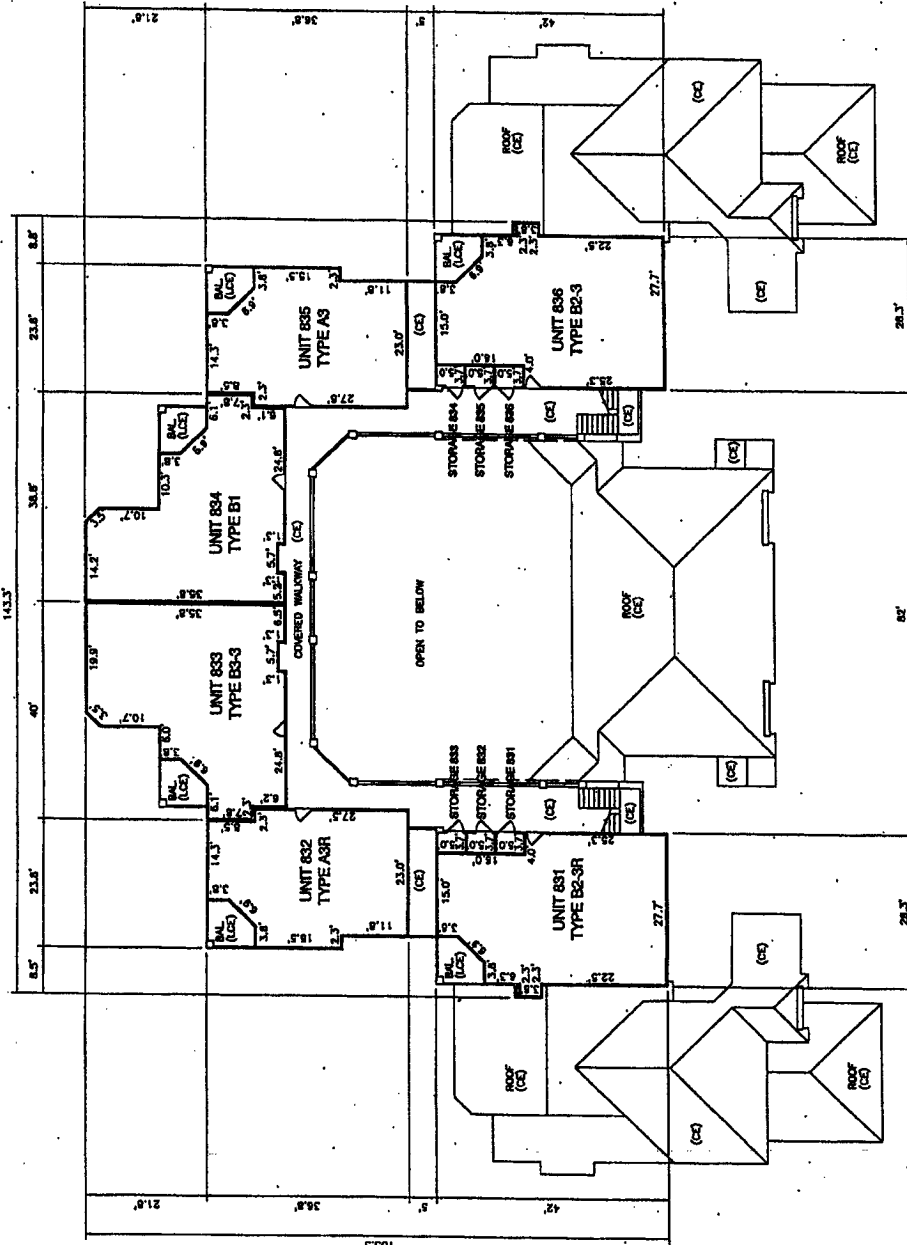
Prepared by
John E. Wilson & Associates, Inc.
Civil & Structural Engineers
1001 E. 10th Avenue, Suite 200
Tampa, Florida 33602
Tel: (813) 241-1111
Fax: (813) 241-1112



LAND SURVEYING DIVISION OF
Robert E. Webb & Associates, Inc.
CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
125 S. GORMAN DRIVE
WINTER PARK, FLORIDA 32789
PH (407) 632-8922 FAX (407) 632-9223
EMAIL: WEBB@CFLA.DIGITAL.COM

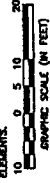
BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
 CE COMMON ELEMENT
 CE LIMITED COMMON ELEMENT
 BAL BALCONY

NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL CHANGES, BALCONIES, PORCHES,
 AND STORAGE ARE LIMITED COMMON
 ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF
 THE UNITS AND NOT LABELED LIMITED
 COMMON ELEMENTS ARE COMMON
 ELEMENTS

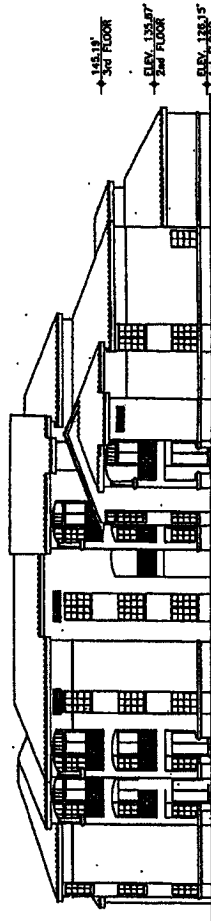


BUILDING 8
 3rd FLOOR PLAN
 SHEET 36 OF 68

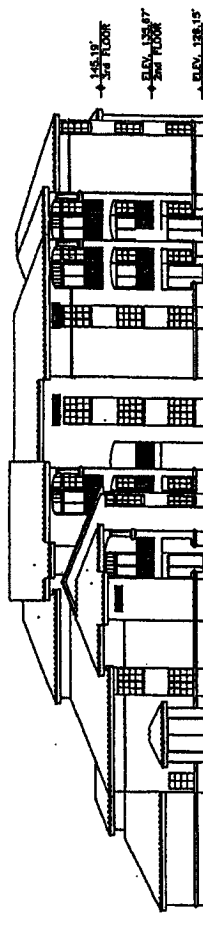
Prepared by: **John J. Anderson, Inc.**
 1000 E. Highway 1
 Suite 200
 Fort Lauderdale, FL 33304
 Phone: (954) 333-3333
 Fax: (954) 333-3334
 Email: janderson@jjanderson.com

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

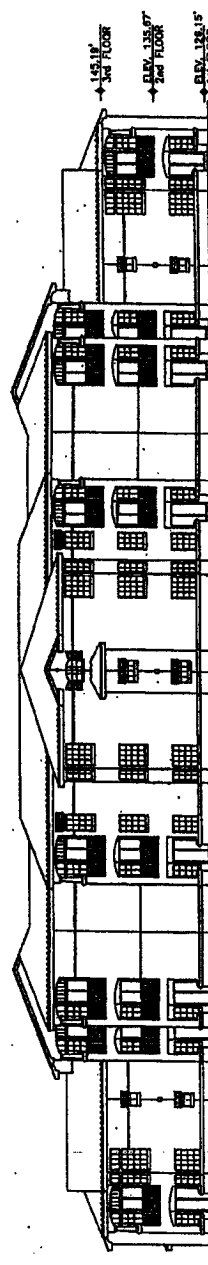
A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



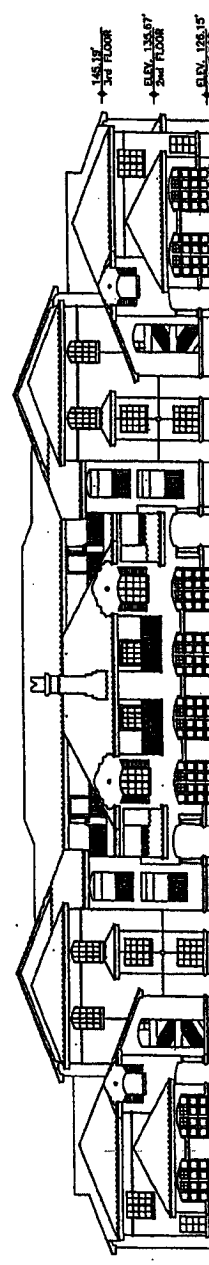
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION

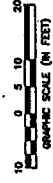


REAR ELEVATION



FRONT ELEVATION

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CORNERS, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS

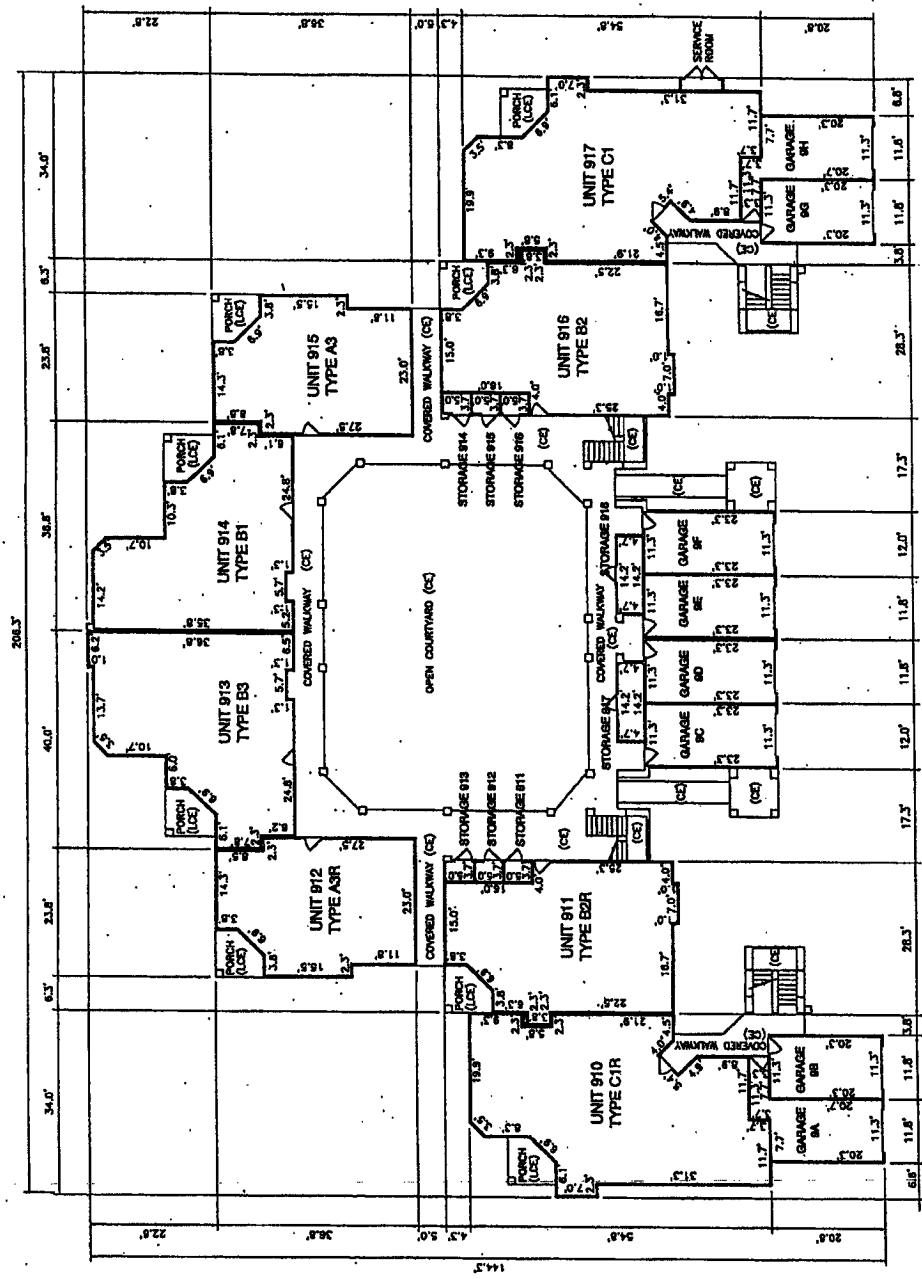


**BUILDING 8
ELEVATIONS**
SHEET 37 OF 68

Prepared by
John R. Webb & Associates, Inc.
Civil & Mechanical Engineers
125 S. Orange Ave.
Orlando, FL 32801
PH: (407) 833-4000 FAX: (407) 833-4333
E-MAIL: JWEBB@WEBB-ASSOCIATES.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying in SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
C2 COMMON ELEMENT
LCC LIMITED COMMON ELEMENT

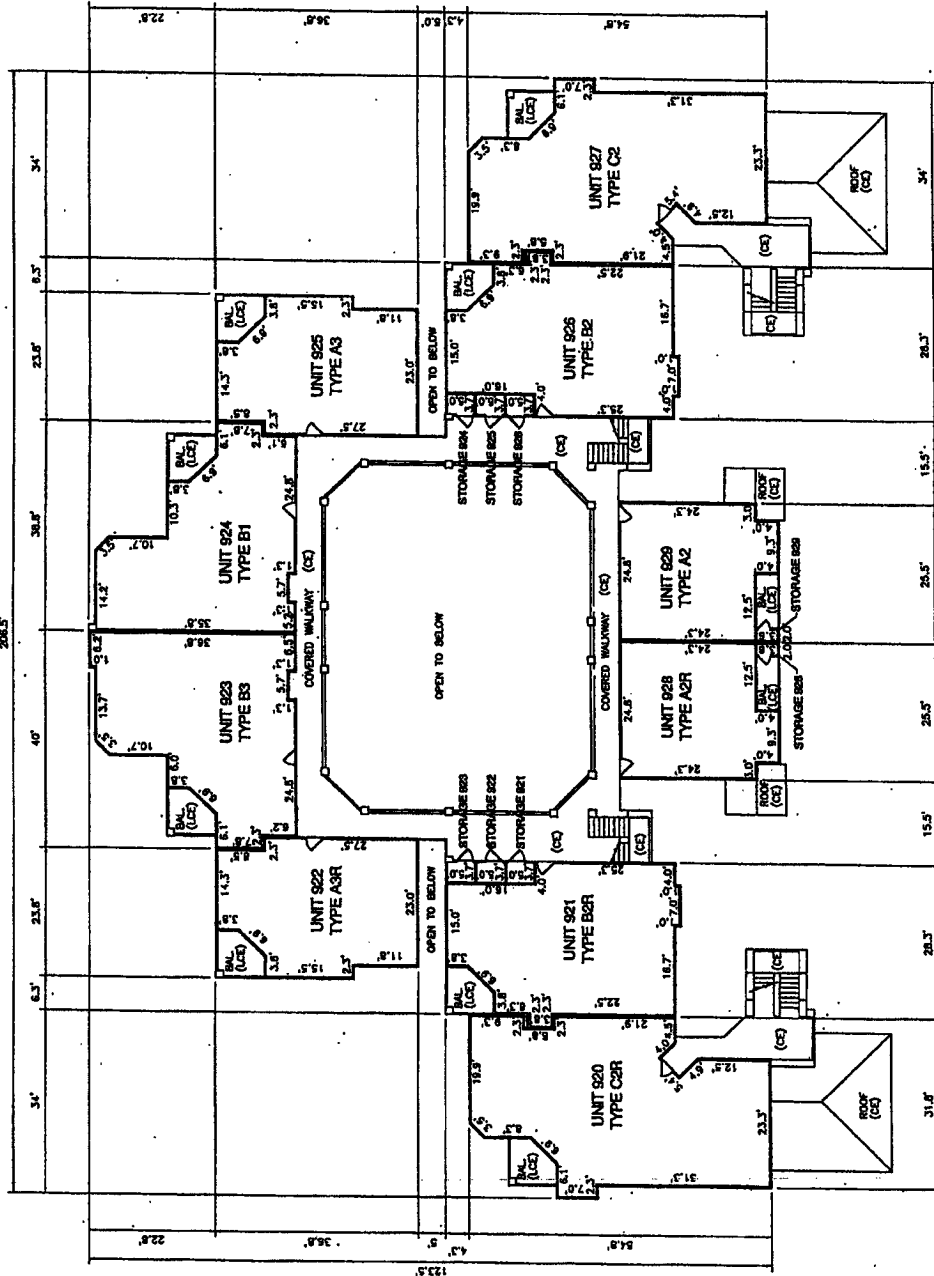
NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGES, BALCONIES, PORCHES, AND STORAGE ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF THE UNITS AND NOT LABELED LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 9
1st FLOOR PLAN
SHEET 38 OF 60

Surveyed by: *John R. White & Associates, Inc.*
Survey No.: 10000000000000000000
Date: 11/11/2008
P.O. Box 10000000000000000000
Orlando, FL 32816-1000
Tel: (407) 522-4325 Fax: (407) 522-4325
Email: info@whiteandassociates.com

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
 CE COMMON ELEMENT
 LCE LIMITED COMMON ELEMENT
 BAL BALCONY

NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL CHANGES, BALCONIES, PORCHES,
 AND STORAGE ARE LIMITED COMMON
 ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF
 THE UNITS AND NOT LABELED LIMITED
 COMMON ELEMENTS ARE COMMON
 ELEMENTS

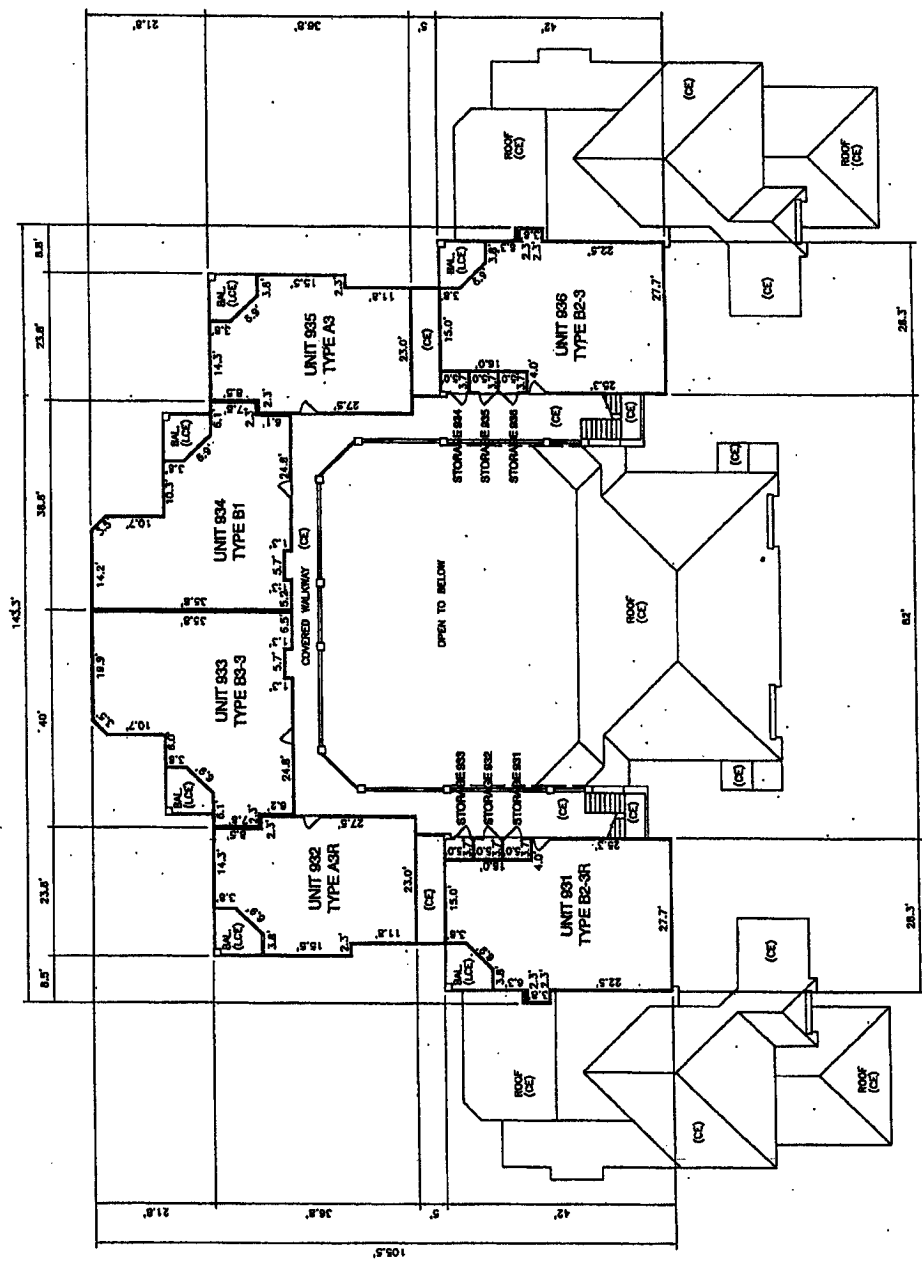
GRAPHIC SCALE (IN FEET)
 0 5 10 20
 10'

BUILDING 9
 2nd FLOOR PLAN
 SHEET 39 OF 68

DESIGNED BY
 John R. White & Associates, Inc.
 200 S. Orange Ave.
 Suite 200
 Orlando, FL 32801
 PH: (407) 822-1222 FAX: (407) 822-9135
 E-MAIL: JRW@JRWASOC.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT
BAL BALCONY

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGES, BALCONIES, PORCHES,
AND STORAGE ARE LIMITED COMMON
ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNIT ARE LIMITED COMMON
ELEMENTS
COMMON ELEMENTS ARE COMMON
ELEMENTS

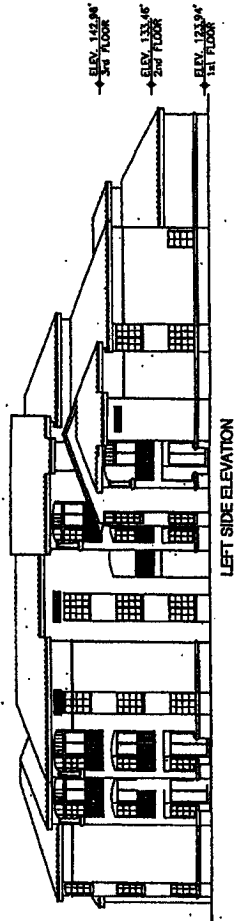
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 9
3rd FLOOR PLAN
SHEET 40 OF 68

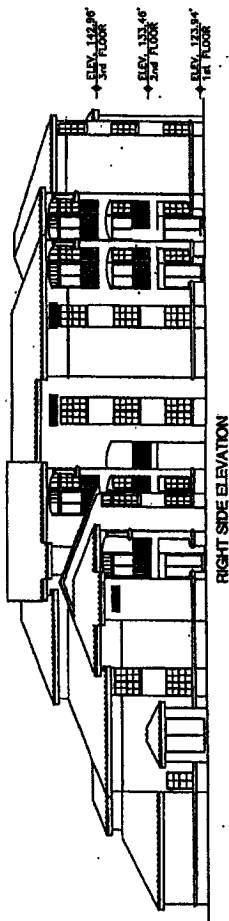
State of Florida
County of Orange
City of Orlando
PLC (407) 222-2222 FAX (407) 222-0225
EMAIL: BERMDUNES@ORANGEFLA.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

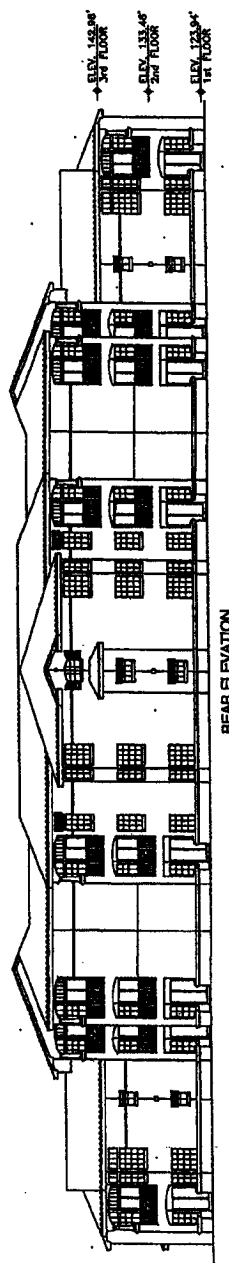
A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



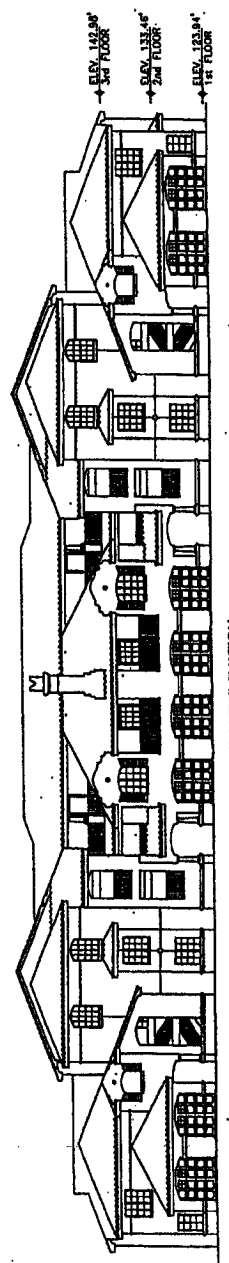
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.

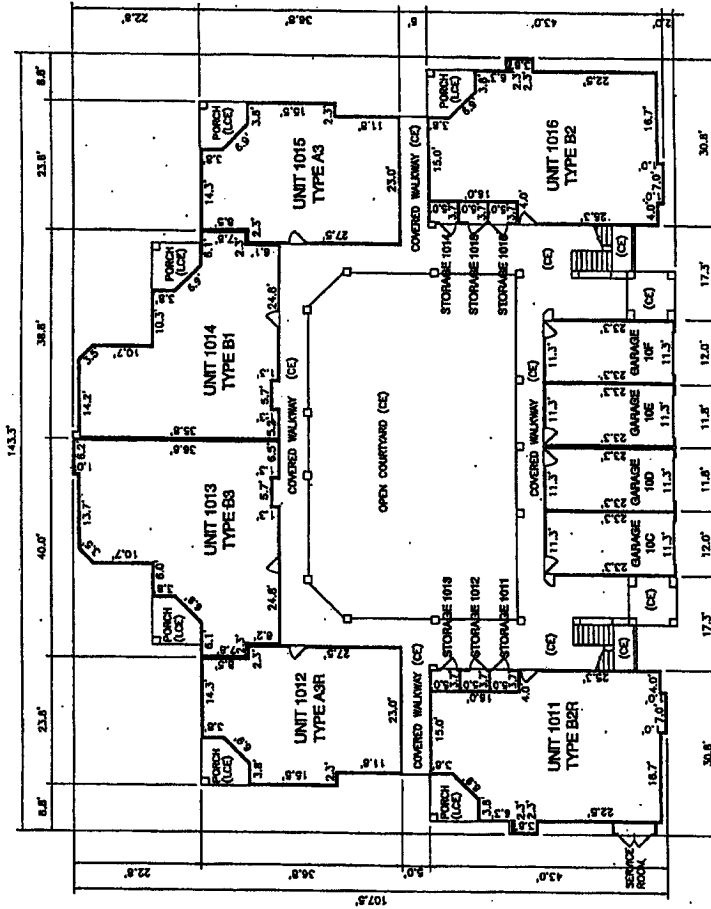


BUILDING 9
ELEVATIONS
SHEET 41 OF 68

FOR MORE INFORMATION
Contact: **Shaw & Wilkerson Associates, Inc.**
Civil & Environmental Consulting Engineers
1205 E. Broward Blvd.
Suite 100, Fort Lauderdale, FL 33304
PH: (954) 552-1232 FAX: (954) 552-1235
EMAIL: SHAW@SHAW-INC.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
CE COMMON ELEMENT
LCE LIMITED COMMON ELEMENT

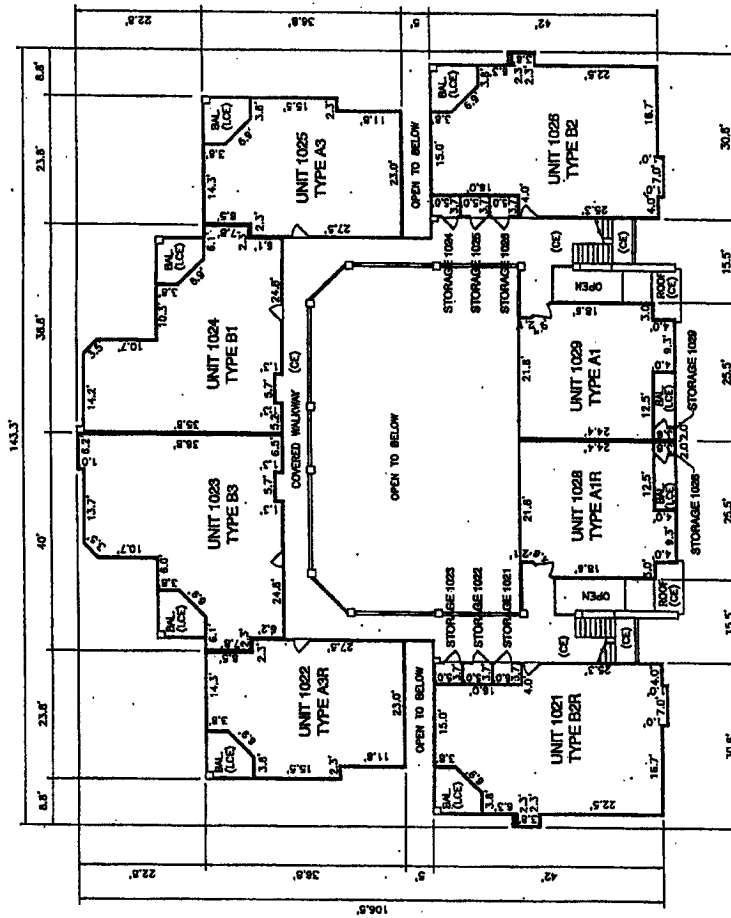
NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGES, BALCONIES, PORCHES
AND STORAGE ARE LIMITED COMMON
ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LIMITED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 10
1st FLOOR PLAN
SHEET 42 OF 68

Survey & Mapping Division of
Sally R. White & Associates, Inc.
120 S. Orange Ave.
Orlando, Florida 32801
PH: (407) 422-1000 FAX: (407) 422-1005
EMAIL: BERMDUNES@SALLYWHITE.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM.

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:

CE	COMMON ELEMENT
LOE	LIMITED COMMON ELEMENT
RAI	RAI COPY

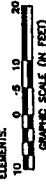
NOTES

NOTES:

ALL DIMENSIONS ARE APPROXIMATE.

ALL GARAGES, BALCONIES, PORCHES, AND STORAGE ARE LIMITED COMMON ELEMENTS.

ALL IMPROVEMENTS OUTSIDE OF THE UNITS AND NOT LABELED LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

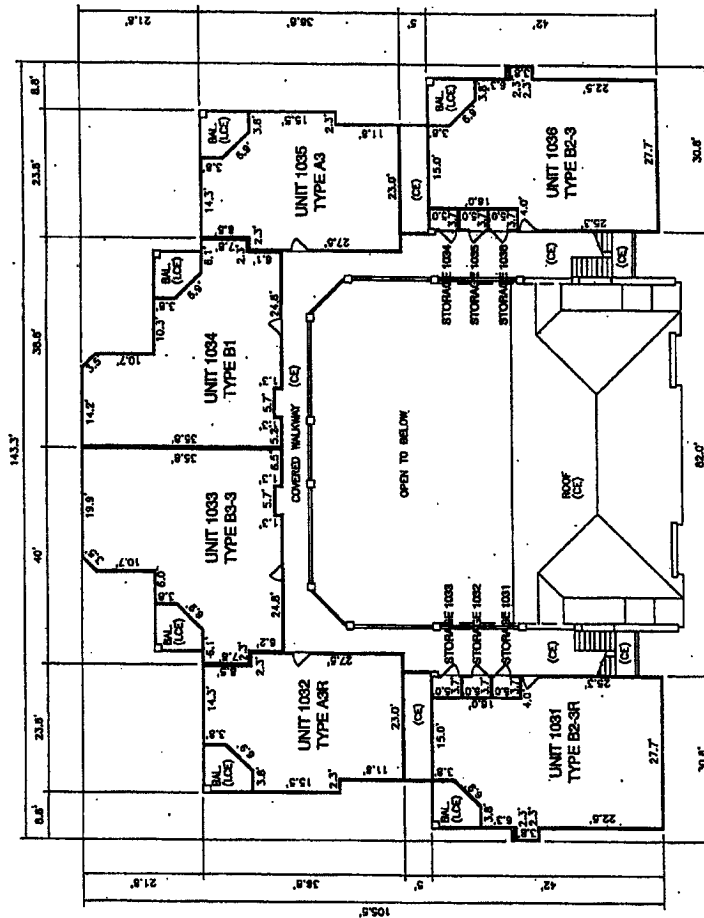


BUILDING 10
2nd FLOOR PLAN
SHEET 43 OF 68

LAND SURVEYING DIVISION OF
Robert B. Webb & Associates, Inc.
CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
825 S. DOWLING DRIVE
WINTER PARK, FLORIDA 32789
PH (407) 822-4122 FAX (407) 822-4325
EMAIL: WEBB@WEBB-ROB.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND
 CE COMMON ELEMENT
 LCE LIMITED COMMON ELEMENT
 BAL BALCONY

NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL CHANGES, BALCONIES, PORCHES,
 AND STAIRS ARE LIMITED COMMON
 ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF
 THE UNITS AND NOT LABELED LIMITED
 COMMON ELEMENTS ARE COMMON
 ELEMENTS
 GRAPHIC SCALE (IN FEET)
 0 5 10 20

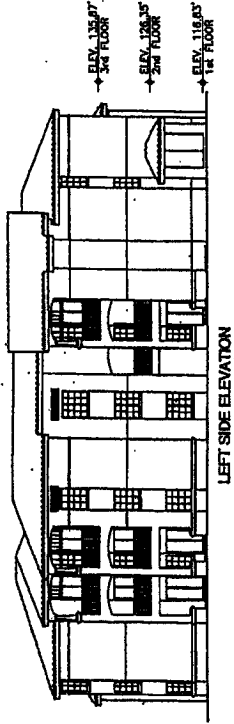
BUILDING 10
 3rd FLOOR PLAN
 SHEET 44 OF 60

Surveyed by: *Survey & Mapping, Inc.*
 1400 E. Highway 100
 Suite 100
 Kissimmee, FL 34759
 Phone: (407) 822-1000 Fax: (407) 822-1005
 Email: info@surveyandmapping.com

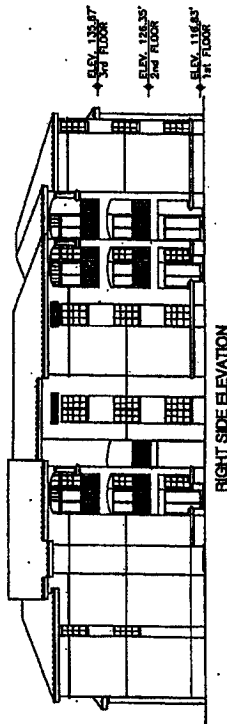
BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

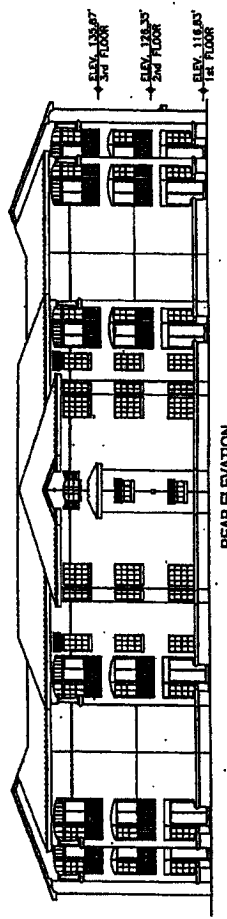
CONDOMINIUM BOOK 38 PAGE 127



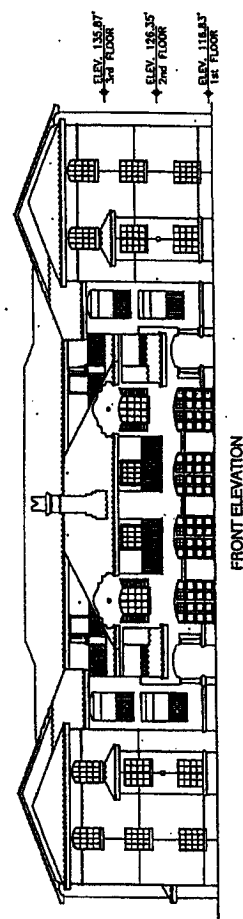
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



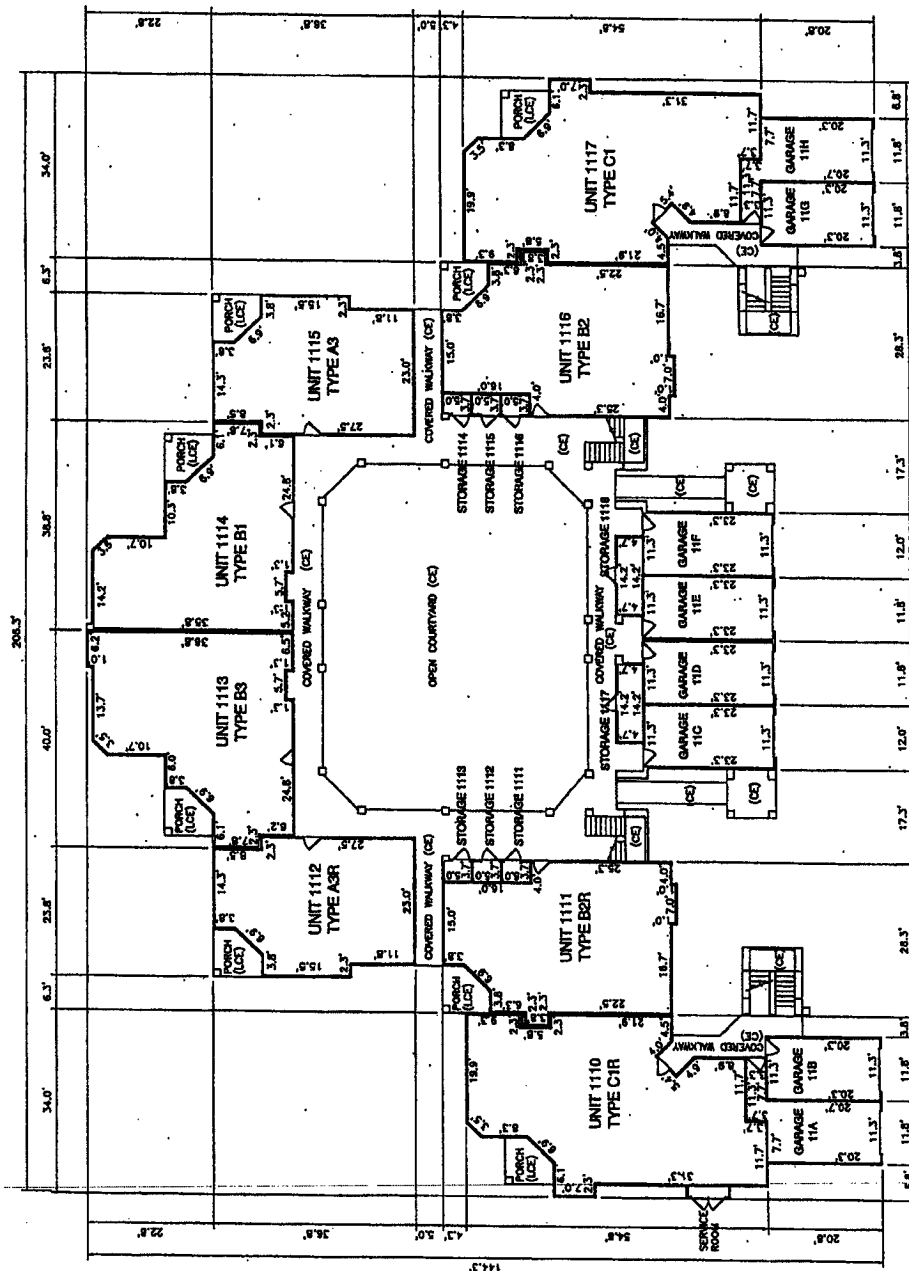
FRONT ELEVATION

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGES, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.
GRAPHIC SCALE (IN FEET)
10 0 5 10 20

BUILDING 10
ELEVATIONS
SHEET 45 OF 58

LAND SURVEYING DIVISION OF
Sloan R. Webb & Associates, Inc.
ONE A CONDOMINIUM, CONDOMINIUM
UNITS PARK, FLORIDA 32709
PH: (407) 622-2525 FAX: (407) 622-4325
E-MAIL: SRA@SRA-FL.COM

A CONDOMINIUM LIVING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:-

CE	COMMON ELEMENT
LCE	LIMITED COMMON ELEMENT

Notes

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CARGES, BALCONIES, PORCHES,
AND STORAGE ARE LIMITED COMMON
ELEMENTS

ALL IMPROVEMENTS OUTSIDE OF THE UNITS AND NOT LABELED LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.

GRAPHIC SCALE (IN FEET)

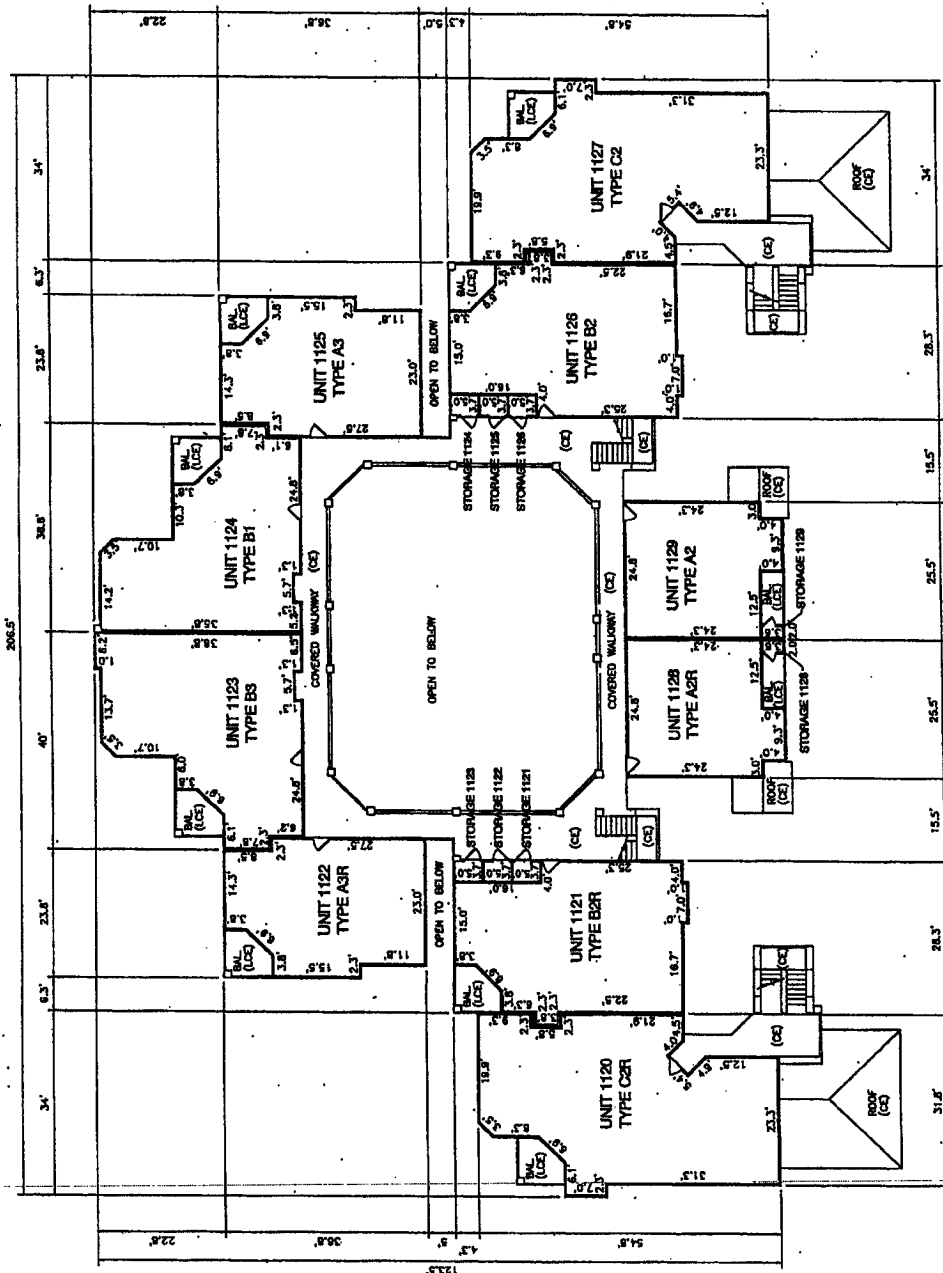
10 0 5 10 20

BUILDING 11
1st FLOOR PLAN
SHEET 46 OF 68

John B. Webb & Associates, Inc.
A LARGEST DIVISION OF
CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
125 S. BOWLING DRIVE
WINTER PARK, FLORIDA 32789
PH (407) 825-1321 FAX (407) 825-9235
EMAIL: JWEBB@WEBB-ENG.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
COMMON ELEMENT
LIMITED COMMON ELEMENT
BALCONY

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CURBAGE, BALCONIES, PORCHES,
AND STAIRS ARE LIMITED COMMON
ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.
GRAPHIC SCALE (IN FEET)
10 0 5 10 20

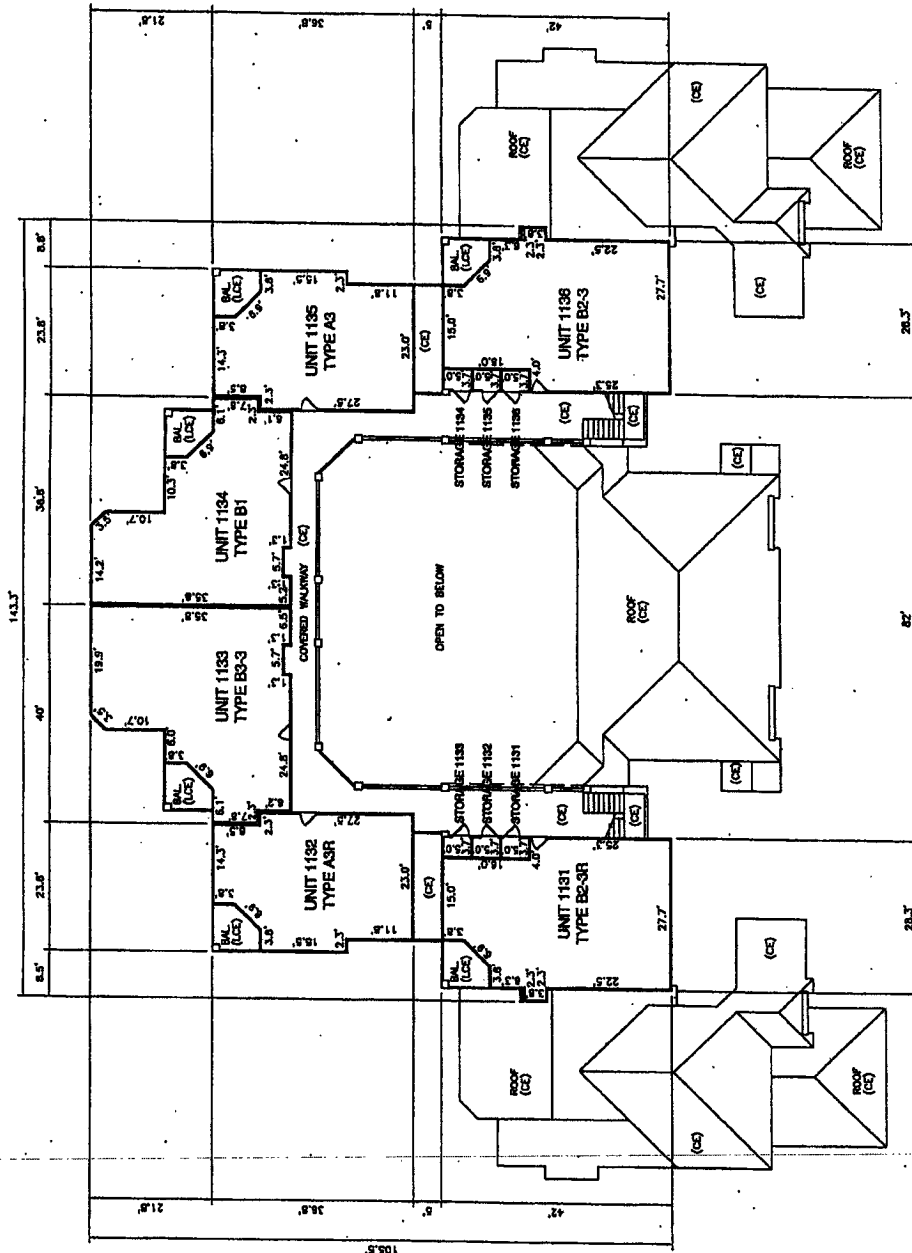
BUILDING 11
2nd FLOOR PLAN
SHEET 47 OF 60

1000 W. WINDY LANE
Suite 100
Orlando, FL 32805
Tel: (407) 241-1111
Fax: (407) 241-1112

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

CONDOMINIUM BOOK 38 PAGE 130



LEGEND:
 CE COMMON ELEMENT
 LCE LIMITED COMMON ELEMENT
 BAL BALCONY

NOTES

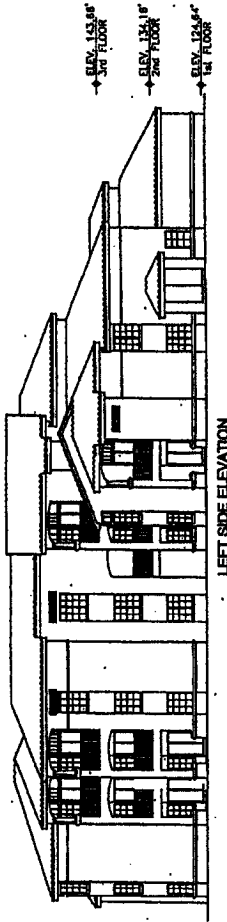
ALL DIMENSIONS ARE APPROXIMATE
 ALL CHANGES, BALCONIES, PORCHES,
 AND STORAGE ARE LIMITED COMMON
 ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF
 THE UNITS AND NOT LABELED LIMITED
 COMMON ELEMENTS ARE COMMON
 ELEMENTS
 GRAPHIC SCALE (IN FEET)
 0 5 10 20

BUILDING 11
 3rd FLOOR PLAN
 SHEET 48 OF 68

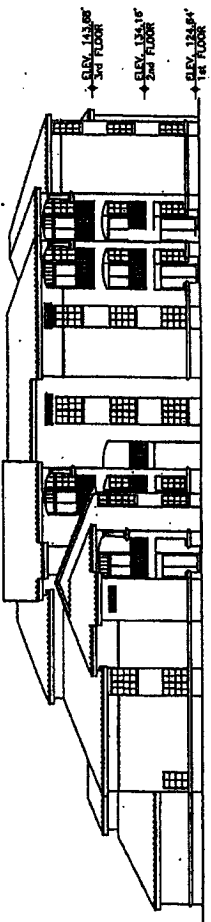
FOR RECORD PURPOSE
 John H. White & Associates, Inc.
 CIVIL & COMMERCIAL CONSULTING ENGINEERS
 1001 E. US HWY 1
 SUITE 200
 ORANGE, FL 32668
 PHONE (407) 261-1111 FAX (407) 261-1112
 WWW.JHWASSOCIATES.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

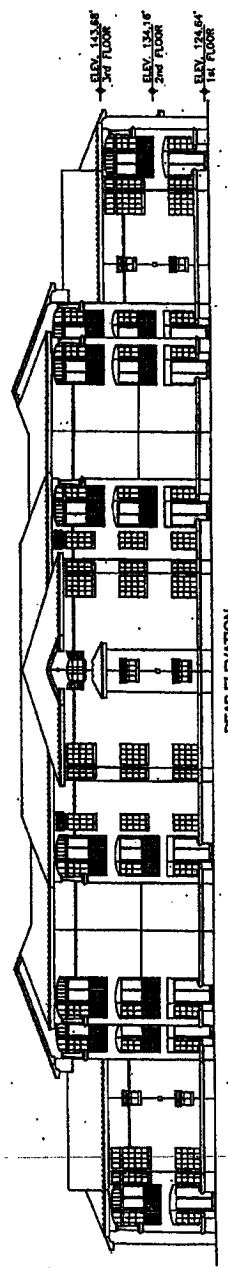
A CONDOMINIUM LIVING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



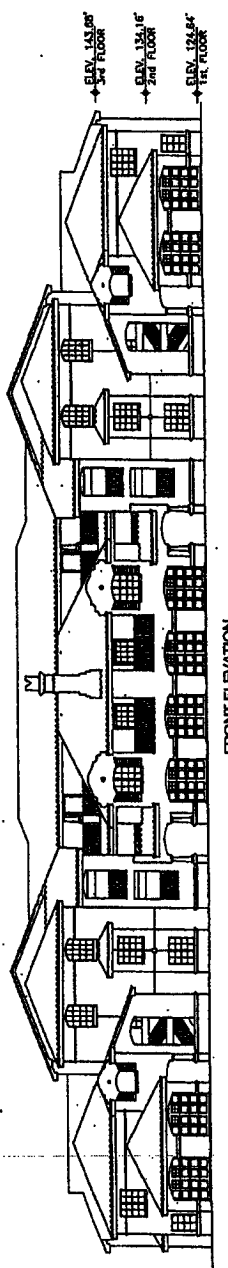
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.

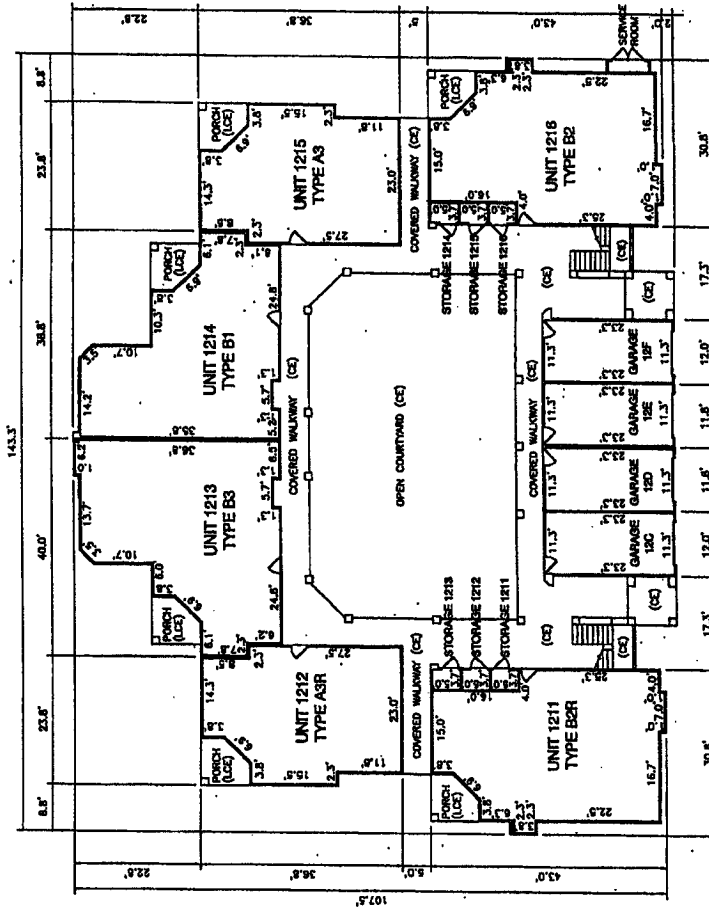
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 11
ELEVATIONS
SHEET 49 OF 68

Prepared for
Salem & White & Associates, Inc.
Civil & Mechanical Consultants
122 S. BOULEVARD
SUITE 100
ORANGE, FL 32667
TEL: (407) 422-0222 FAX: (407) 422-0223
EMAIL: SW@SWMCD.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
 CE COMMON ELEMENT
 LOC LIMITED COMMON ELEMENT

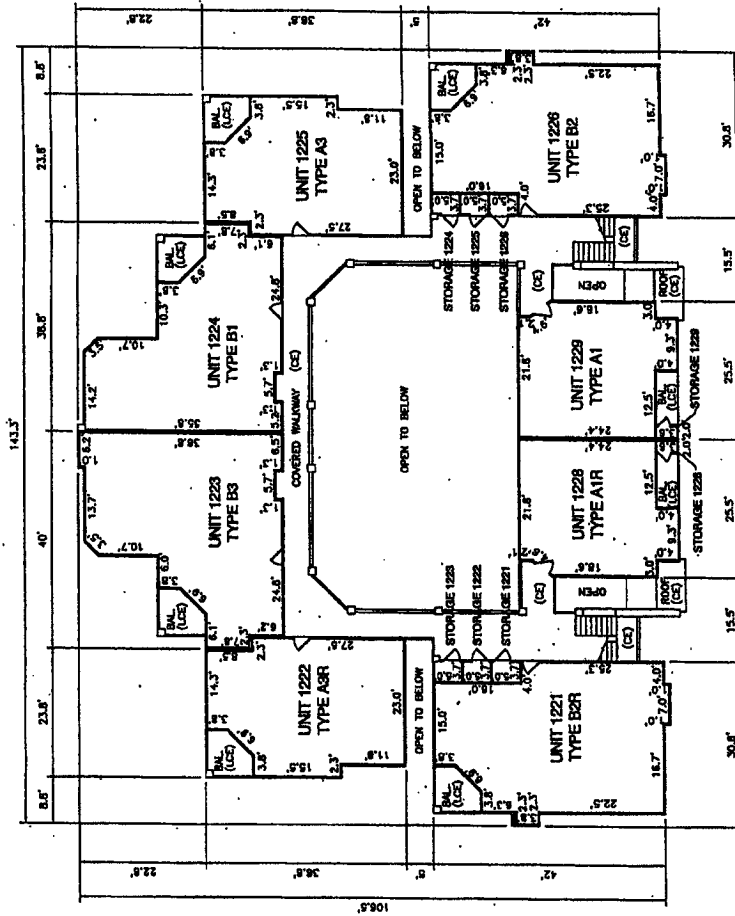
NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL CHANGES, BALCONIES, PORCHES, AND STORAGE ARE LIMITED COMMON ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF THE UNITS AND NOT LIMITED TO COMMON ELEMENTS ARE COMMON ELEMENTS
 10' 0 5 10 20
 GRAPHIC SCALE (IN FEET)

BUILDING 12
1st FLOOR PLAN
 SHEET 50 OF 66

1440 S. W. 14th Avenue, Suite 100
 Fort Lauderdale, FL 33304
 (954) 571-1111
 FAX (954) 571-1112
 WWW.BERMUDADUNES.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LIVING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
 CE COMMON ELEMENT
 LCE LIMITED COMMON ELEMENT
 BAL BALCONY

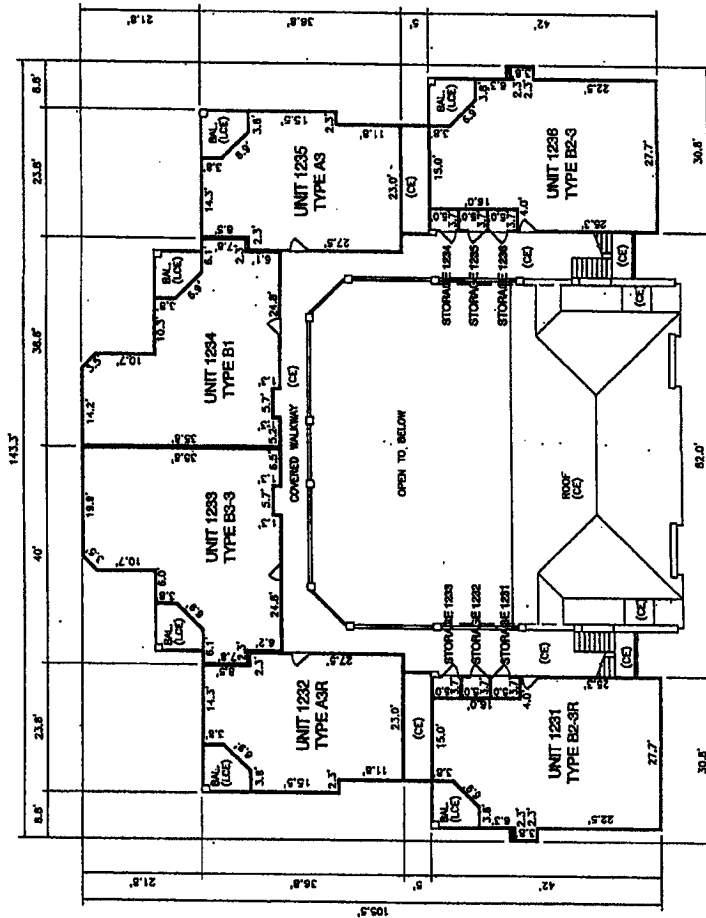
NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL CHANGES, BALCONIES, PORCHES, AND STORAGE ARE LIMITED COMMON ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF THE UNITS AND NOT LABELED LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS
 GRAPHIC SCALE (IN FEET)
 0 5 10 20

BUILDING 12
2nd FLOOR PLAN
 SHEET 51 OF 60

DESIGNED BY: **Walter L. Anderson, Inc.**
 222 S. BIRMINGHAM BLVD.
 SUITE 200
 BIRMINGHAM, AL 35203
 PHONE: (205) 455-1234 FAX: (205) 455-1235
 EMAIL: WALTER@WAL-AND.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 25 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
 CC COMMON ELEMENT
 LC LIMITED COMMON ELEMENT
 BAL BALCONY

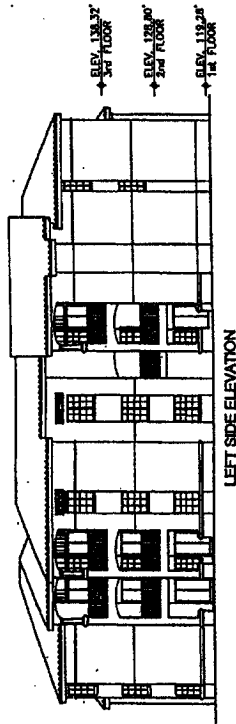
NOTES:
 ALL DIMENSIONS ARE APPROXIMATE
 ALL GARAGES, BALCONIES, PORCHES, AND STORAGE ARE LIMITED COMMON ELEMENTS
 ALL IMPROVEMENTS OUTSIDE OF THE UNITS AND NOT LABELED LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS
 GRAPHIC SCALE (IN FEET)
 0 5 10 20

BUILDING 12
 3rd FLOOR PLAN
 SHEET 32 OF 68

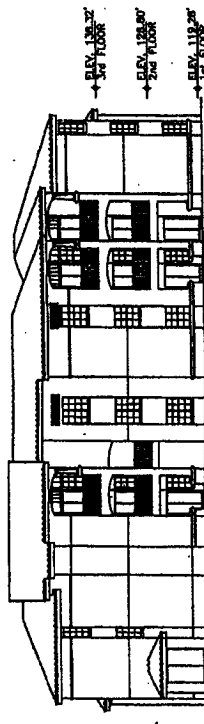
1995 SOUTHERN REGION OF
 Survey & Mapping Association, Inc.
 222 S. Orange Avenue
 Suite 100
 Orlando, FL 32801
 Tel: (407) 832-1232 Fax: (407) 832-4333
 Email: info@sma-south.com

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

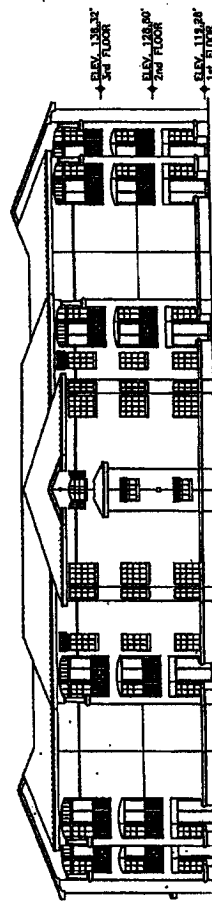
A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



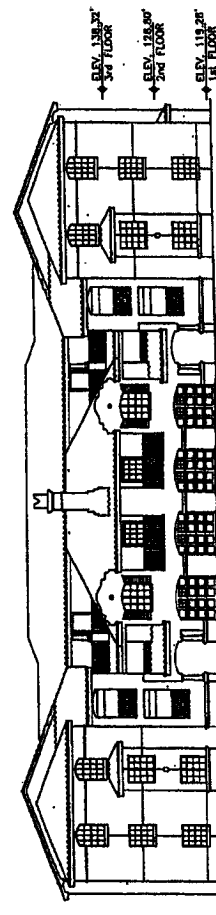
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



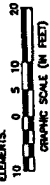
FRONT ELEVATION

NOTES
ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGES, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT UNLAWFULLY LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS

GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 12
ELEVATIONS
SHEET 53 OF 68

John E. Dwyer, Architect, Inc.
Architect
200 S. Orange Ave.
Orlando, FL 32801
PH: (407) 833-0333 FAX: (407) 833-4325
E-Mail: jdw@jdwarchitect.com

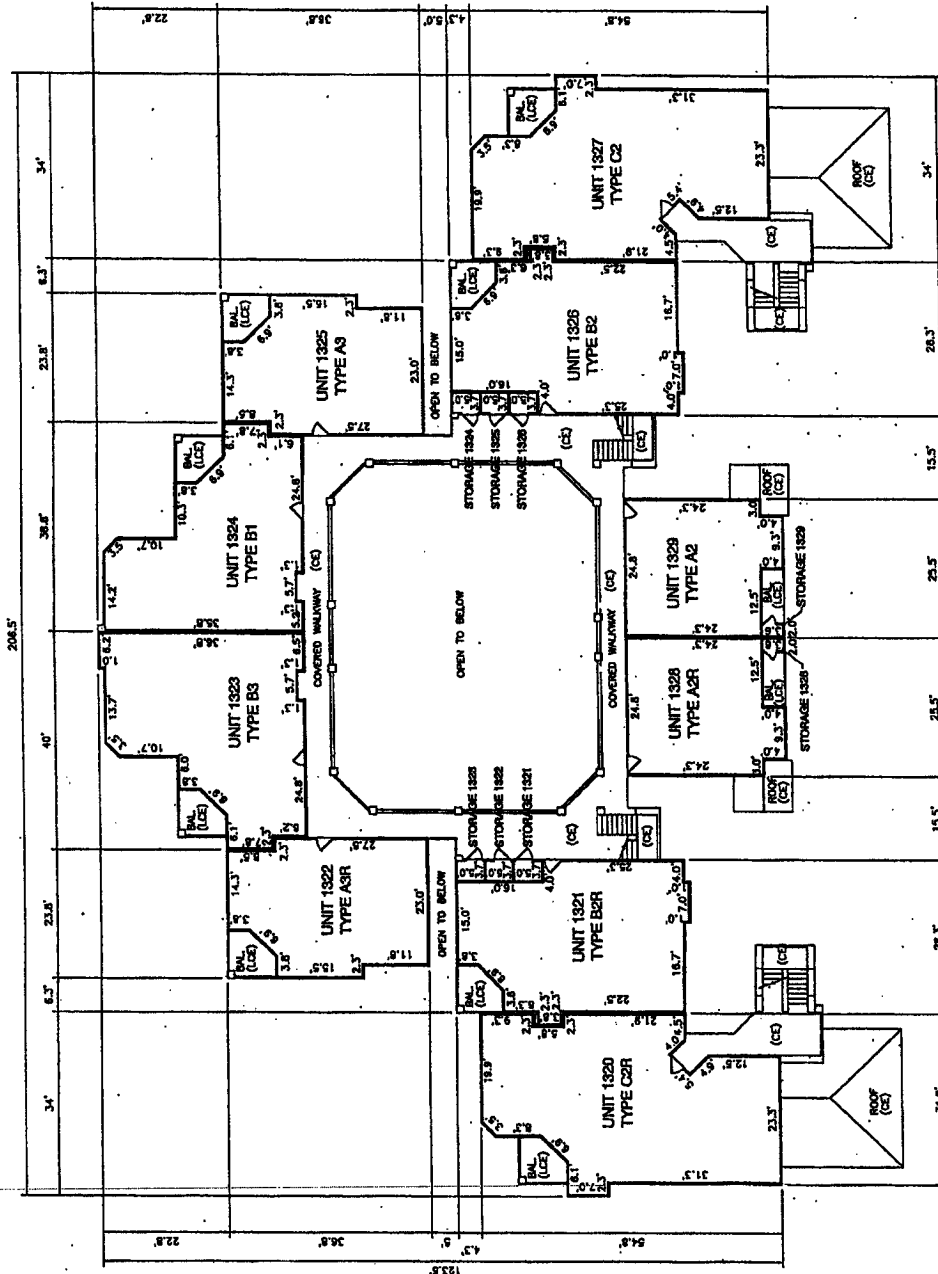


BUILDING 13
1st FLOOR PLAN
SHEET 54 OF 68

LAND SURVEYING DIVISION OF
John R. Webb & Associates, Inc.
CIVIL & ENGINEERING CONSULTING ENGINEERS
825 S. DORRANCE BLVD.
WINTER PARK, FLORIDA 32789
PH (407) 632-8322 FAX (407) 632-8335
EMAIL: JWEBB@CINGULAR.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
CE
LCE
BAL
COMMON ELEMENT
LIMITED COMMON ELEMENT
BALCONY

NOTES:

ALL DIMENSIONS ARE APPROXIMATE.
ALL DRIVeways, BALCONIES, PORCHES,
AND STORAGE ARE LIMITED COMMON
ELEMENTS.

ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.

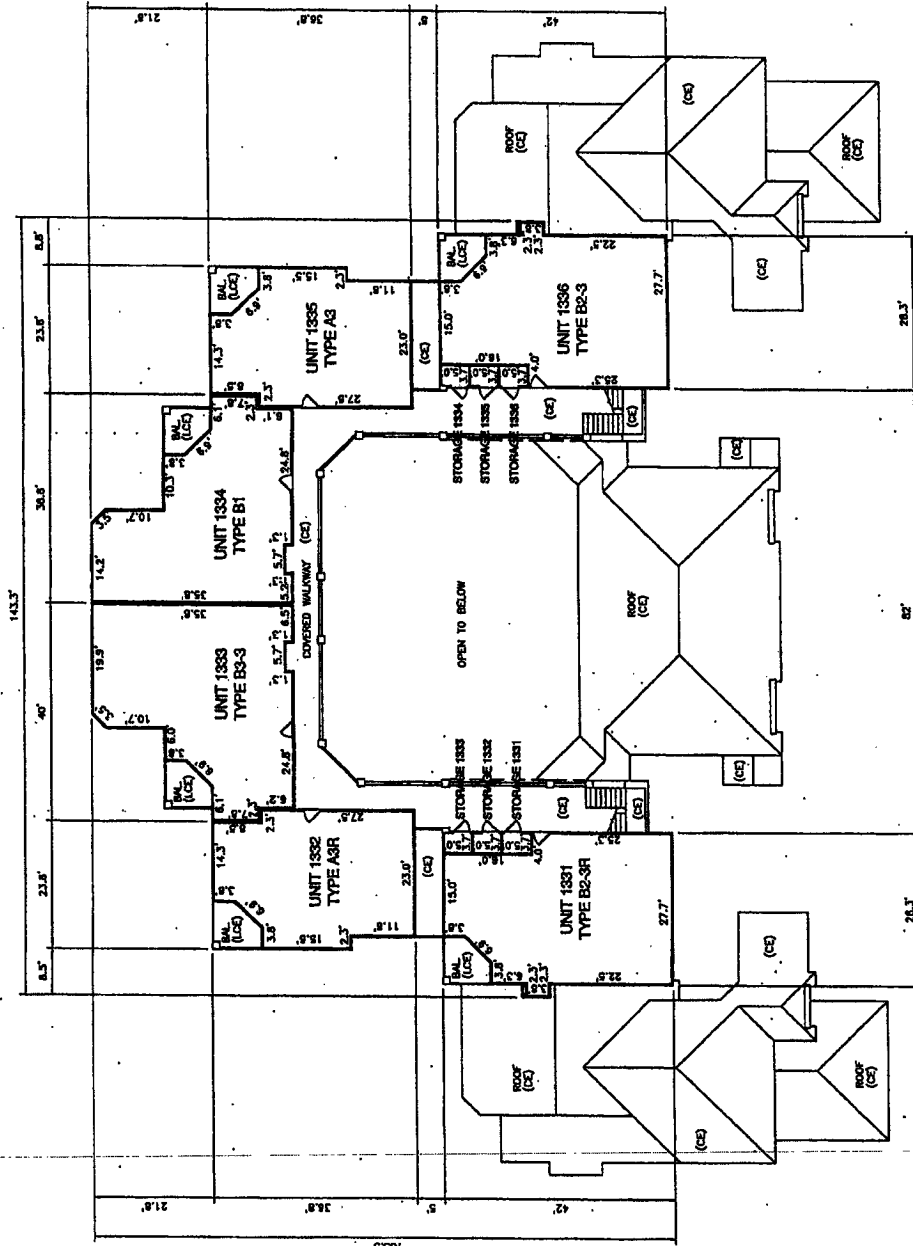
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 13
2nd FLOOR PLAN
SHEET 55 OF 60

Prepared by
John E. White & Associates, Inc.
Civil & Environmental Engineers
10000 E. US Highway 1, Suite 100
Orlando, Florida 32817
Tel: (407) 241-1111
Fax: (407) 241-1112
Email: jwhite@jwa.com

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LIVING IN SECTION 12, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
COMMON ELEMENT
LIMITED COMMON ELEMENT
BALCONY

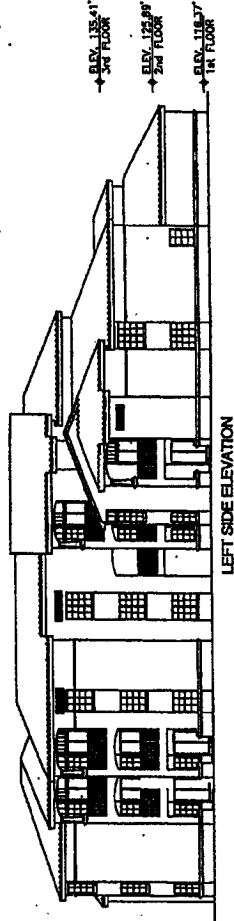
NOTES:
ALL DIMENSIONS ARE APPROXIMATE.
ALL CHANGES, BALCONIES, PORCHES,
AND STORAGE ARE LIMITED COMMON
ELEMENTS.
ALL IMPROVEMENTS OUTSIDE OF
UNIT ARE NOT LIMITED COMMON
ELEMENTS.
GRAPHIC SCALE (IN FEET)

BUILDING 13
3rd FLOOR PLAN
SHEET 56 OF 68

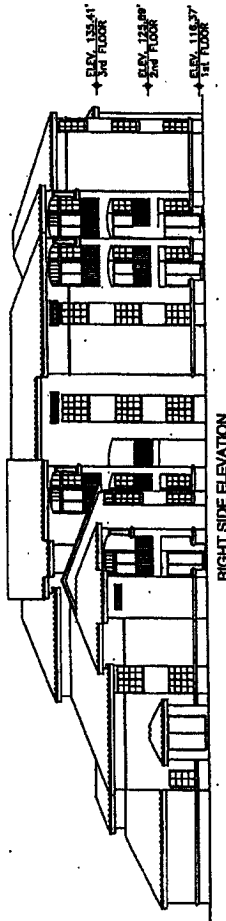
DESIGNED BY
JAMES H. WILSON & ASSOCIATES, INC.
A PROFESSIONAL ENGINEERING FIRM
1000 N. WILSON AVENUE
SUITE 200
ORANGE, FLORIDA 32668
PH (407) 832-8322 FAX (407) 832-8325
WWW.JHWILSONINC.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

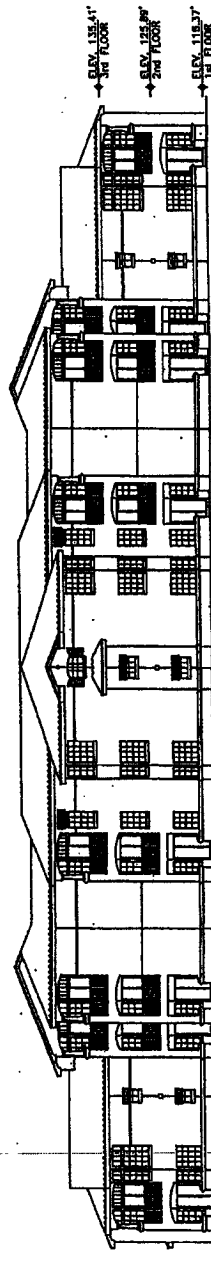
A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



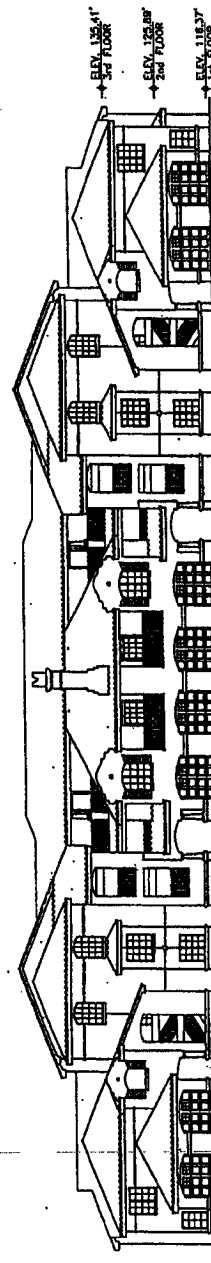
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.

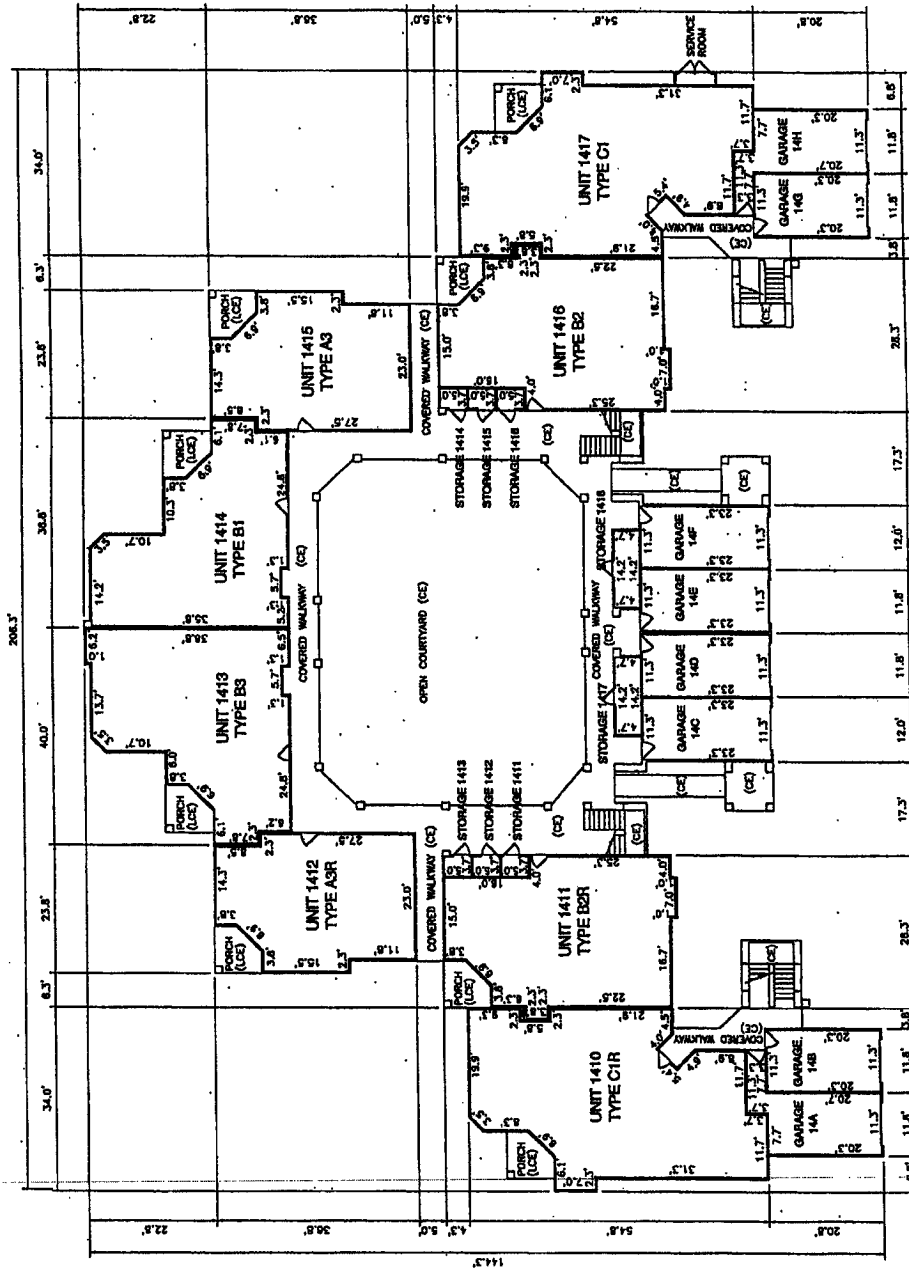
10 0 5 10 20
GRAPHIC SCALE (IN FEET)

BUILDING 13
ELEVATIONS
SHEET 37 OF 68

Architectural Firm of
John R. Allen & Associates, Inc.
One E. University Avenue
Suite 200
Orlando, FL 32801
PH: (407) 852-1322 FAX: (407) 852-1325
EMAIL: JRA@JRAALL.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

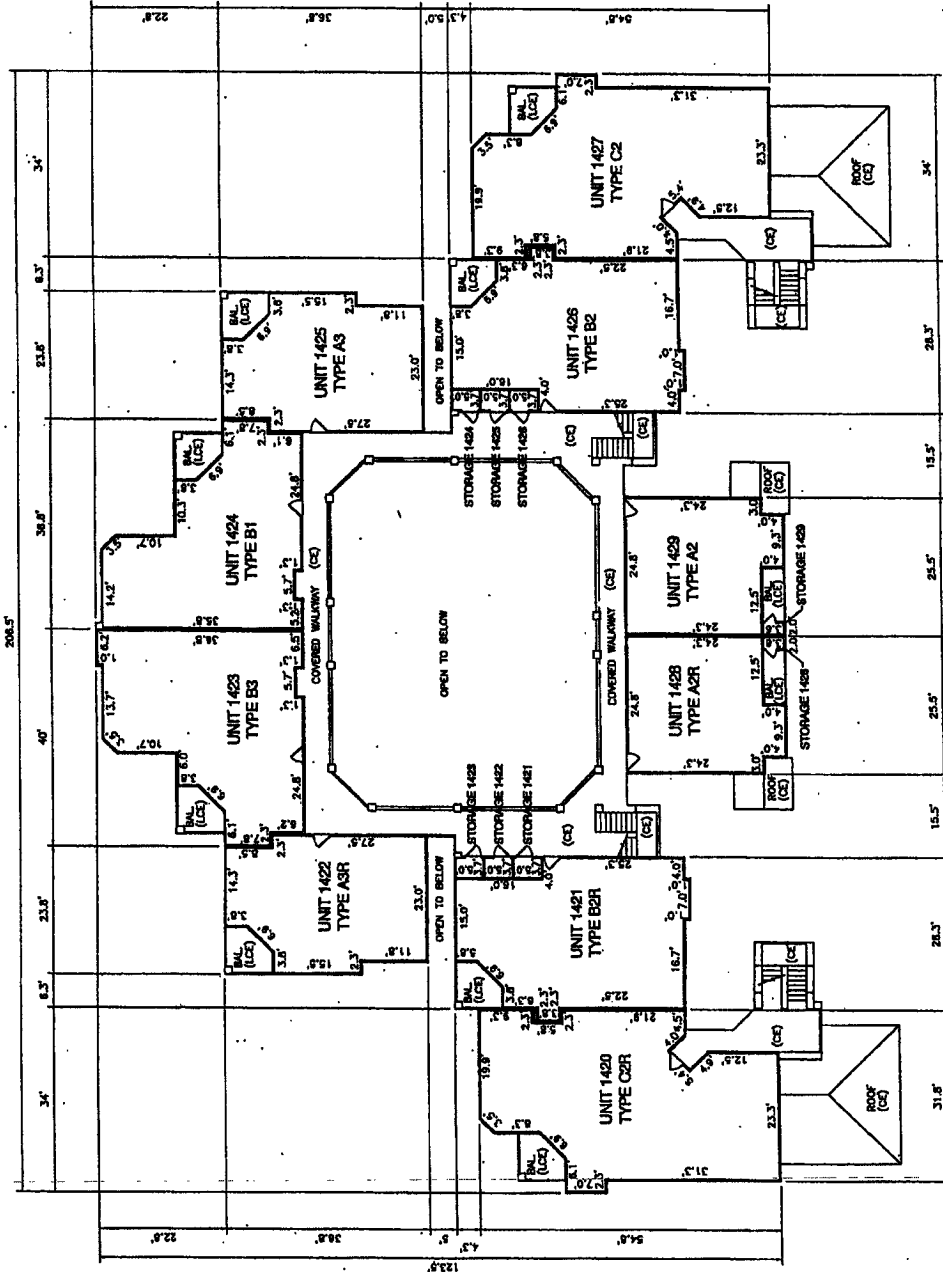
A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



DESIGNED BY
 Susan R. White & Associates, Inc.
 CIVIL & ARCHITECTURAL ENGINEERS
 1001 S. W. 10th Ave., Suite 100
 Fort Lauderdale, FL 33304
 PHONE: (954) 571-1234
 FAX: (954) 571-1235
 WWW: WWW.SRWAI.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND
COMMON ELEMENT
UNIT COMMON ELEMENT
BALCONY

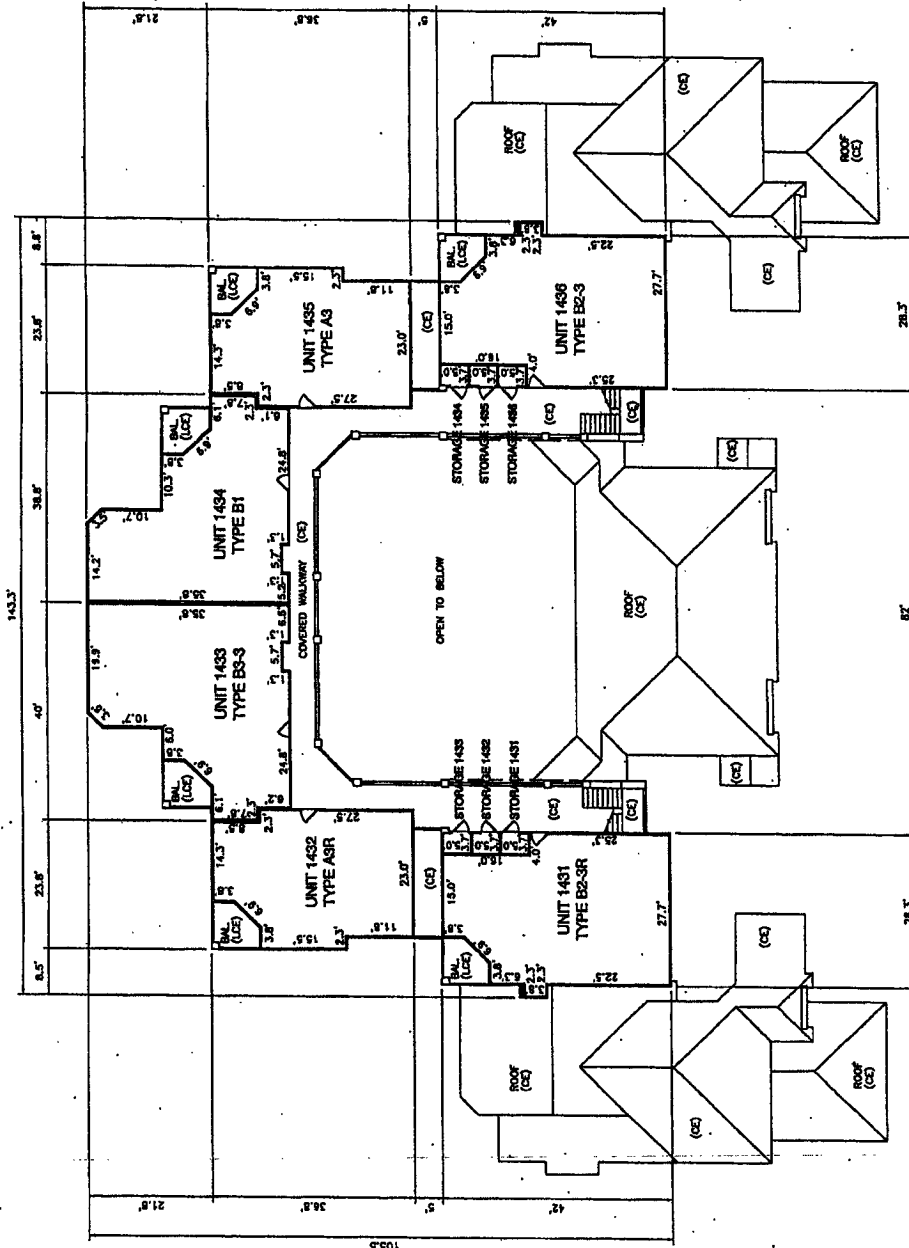
NOTES
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES, VENTILATORS
AND STAIRS ARE LIMITED COMMON
ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 14
2nd FLOOR PLAN
SHEET 59 OF 68

FOR THE ARCHITECT
John E. Wilson & Associates, Inc.
One E. University Avenue
Suite 200
Orlando, Florida 32812
Tel: (407) 851-1111
Fax: (407) 851-1112

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

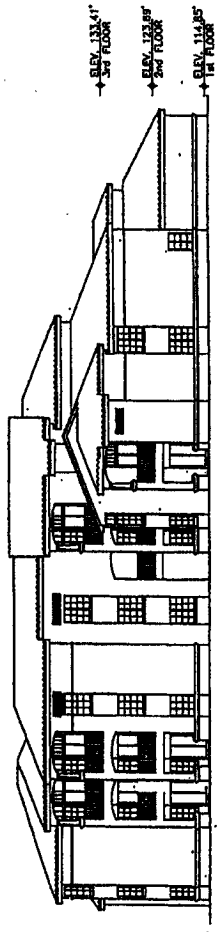


Surveyed by
State of Florida
Surveyor General
John R. Miller & Associates, Inc.
1000 E. Highway 1
Suite 100
Orlando, FL 32801
PH (407) 822-1000 FAX (407) 822-1001
EMAIL: JRM@JRMILLER.COM

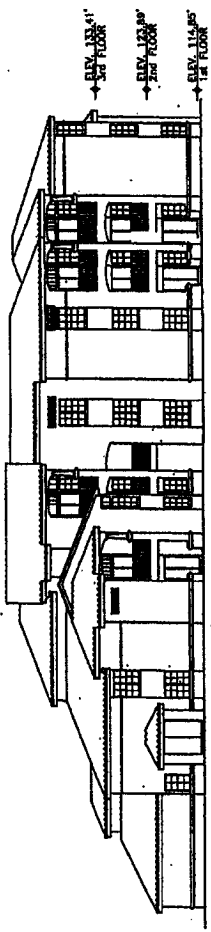
BUILDING 14
3rd FLOOR PLAN
SHEET 60 OF 68

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

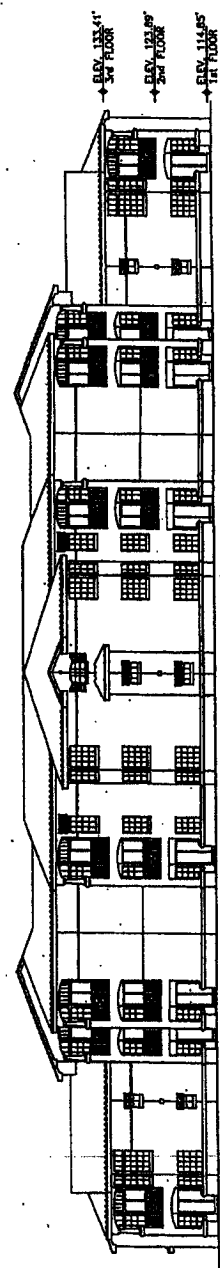
A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



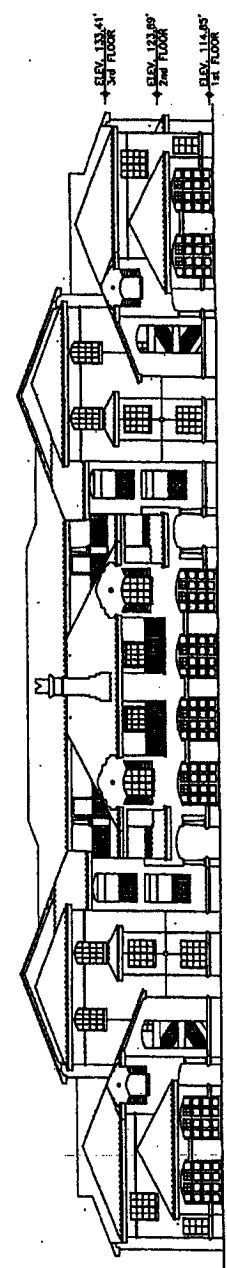
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

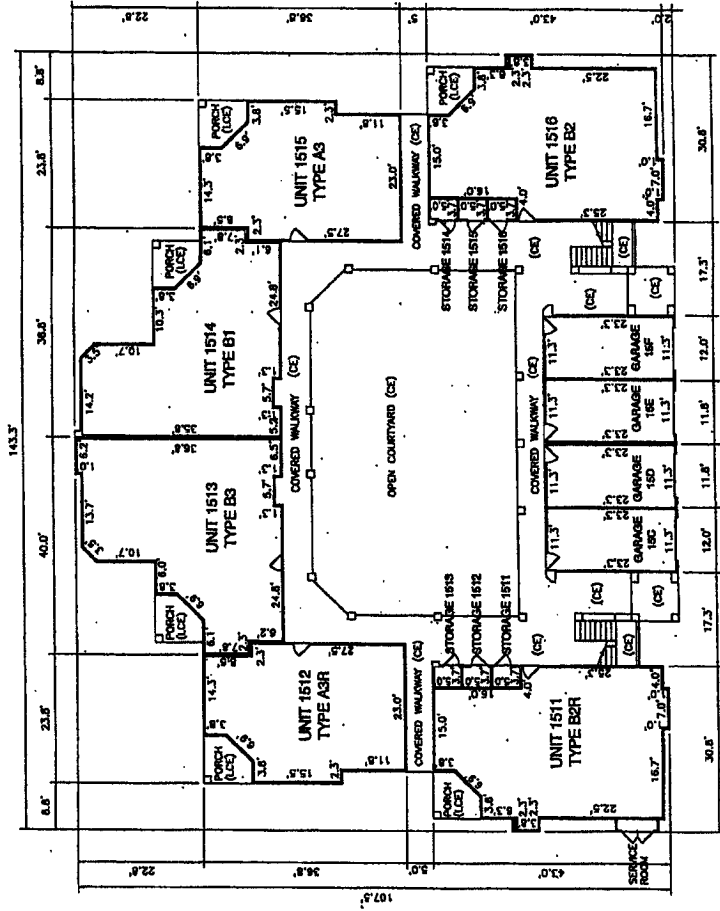
NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL DOORCASE, BALCONIES AND PORCHES
ARE UNFINISHED EXCEPT WHERE
ALL IMPROVEMENTS OUTSIDE OF
COMMON ELEMENTS ARE COMMON
ELEMENTS.
GRAPHIC SCALE (IN FEET)
10 0 5 10 20

BUILDING 14
ELEVATIONS
SHEET 61 OF 68

DESIGNED BY
JAMES H. HARRIS & ASSOCIATES, INC.
200 S. GORHAM STREET
ORANGE, FLORIDA 32668
PH: (407) 822-4322 FAX: (407) 822-4325
EMAIL: JHARRIS@JHA-INC.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 38 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
CS COMMON ELEMENT
LCS LIMITED COMMON ELEMENT

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, INCLUDING, IMPROVEMENTS, AND REMOVALS, ARE LIMITED TO COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF THE UNITS AND NOT LABELED LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
GRAPHIC SCALE (IN FEET)
0 5 10 20

BUILDING 15
1st FLOOR PLAN
SHEET 62 OF 68

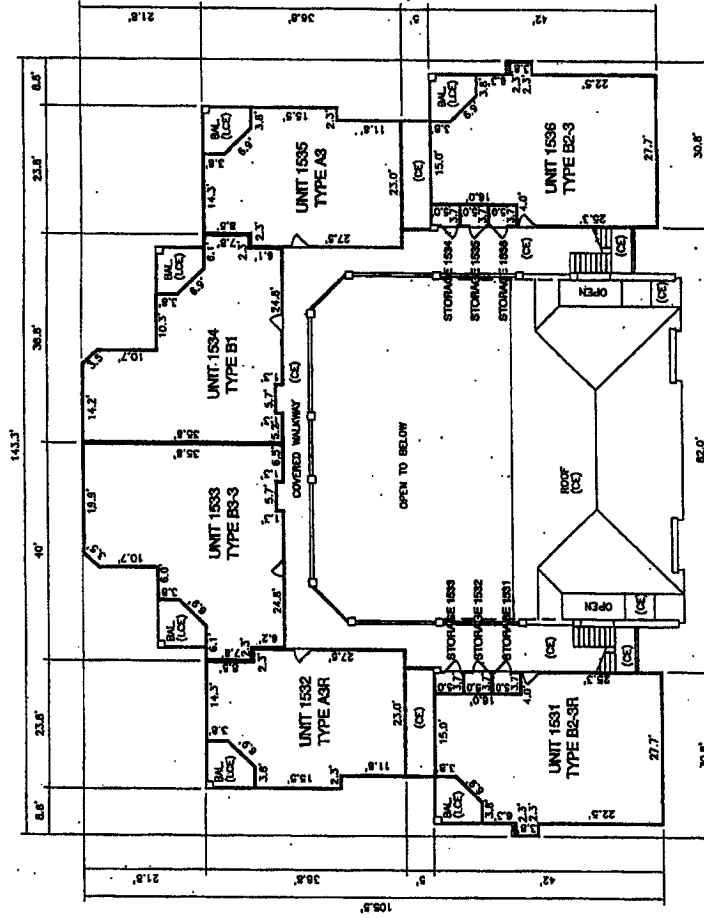
DESIGNED BY
John M. Webb & Associates, Inc.
ONE E. BOWEN AVE., SUITE 100
ORANGE, FLORIDA 32137
TEL: (407) 266-1111
FAX: (407) 266-1112



Page 119 of 165

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM.

A CONDOMINIUM LIVING IN SECTION 12, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

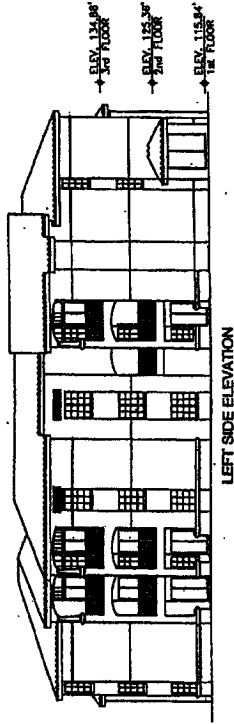


BUILDING 15
3rd FLOOR PLAN
SHEET 64 OF 68

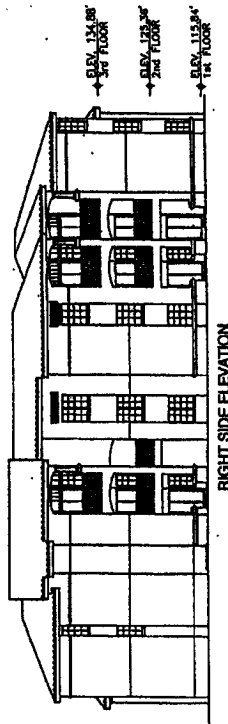
Prepared by
John R. Webb & Associates, Inc.
Civil & Mechanical Engineers
1215 S. Orange Ave.
Orlando, FL 32801
PH: (407) 841-1234
FAX: (407) 841-1235
WWW.JRW-ENGINEERS.COM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

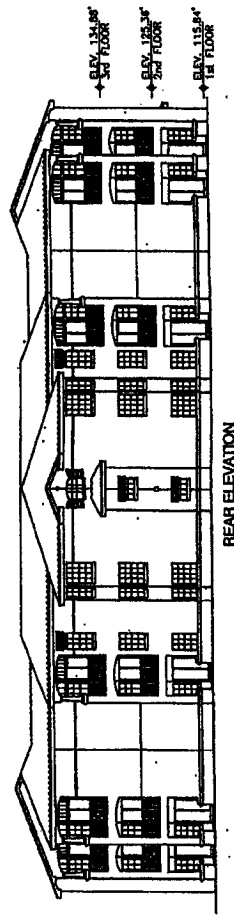
A CONDOMINIUM Lying IN SECTION 2, TOWNSHIP 28 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



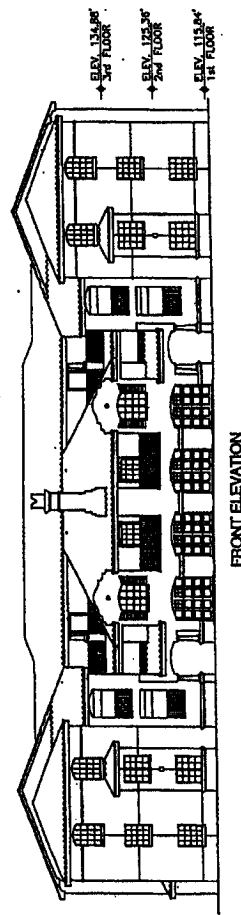
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



REAR ELEVATION



FRONT ELEVATION

NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGES, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.

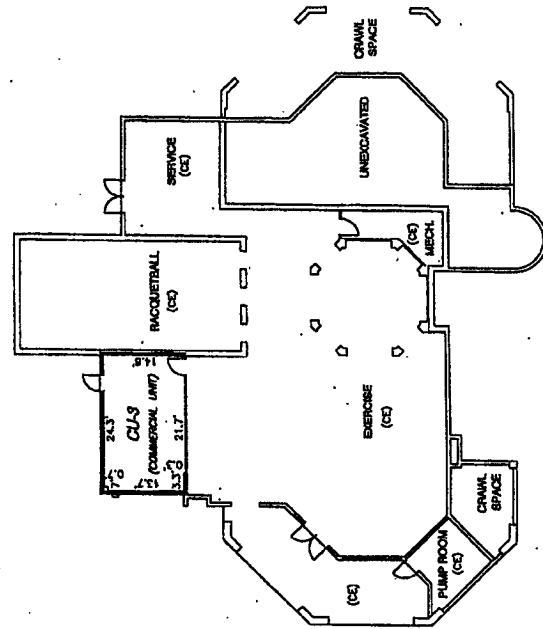
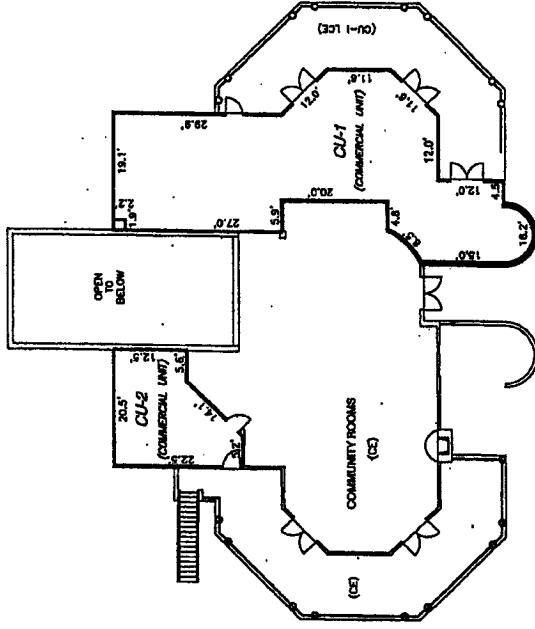
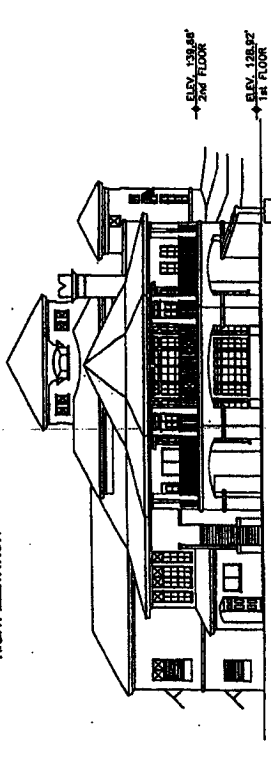
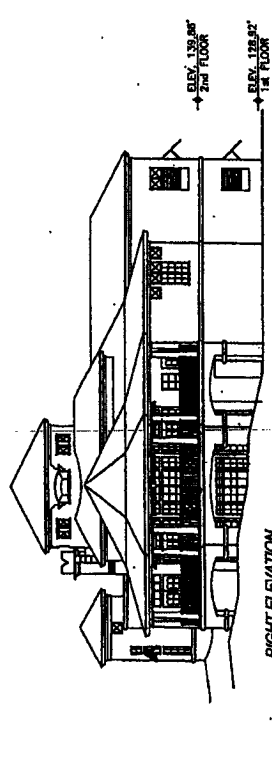
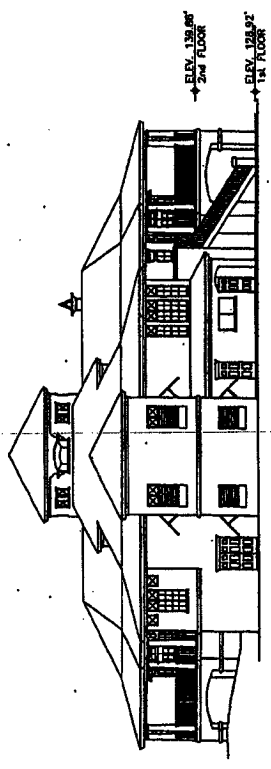
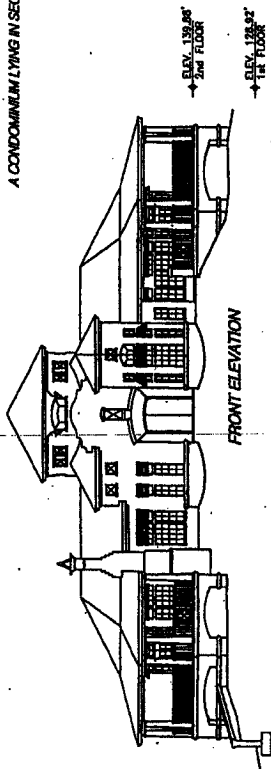
GRAPHIC SCALE (IN FEET)
10 0 5 10 20

BUILDING 15
ELEVATIONS
SHEET 63 OF 68

Prepared by: **John R. Webb & Associates, Inc.**
Architects
1000 N. Orange Avenue, Suite 100
Orlando, Florida 32801
Tel: (407) 851-1234
Fax: (407) 851-1235

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LIVING IN SECTION 2, TOWNSHIP 29 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
C2 COMMON ELEMENT
C3 COMMON ELEMENT
C4 COMMON ELEMENT

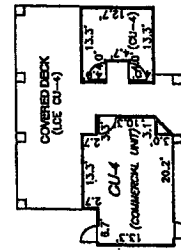
NOTES:
ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES AND PORCHES ARE LIMITED TO COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE THE UNIT ARE LIMITED TO COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE THE UNIT ARE LIMITED TO COMMON ELEMENTS

GRAPHIC SCALE (IN FEET)
0 5 10 20

CLUBHOUSE COMMERCIAL UNITS
FLOOR PLANS & ELEVATIONS
SHEET 66 OF 68

DESIGNED BY
Sole & Associates, Inc.
100 S. ORANGE AVENUE
ORANGE, FLORIDA 32801
PH (407) 253-2222 FAX (407) 253-2225
WWW.SOLEANDASSOCIATES.COM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



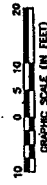
**CABANA, COMMERCIAL UNIT 4
FLOOR PLAN**

1863

CE	COMMON ELEMENT	CE	COMMON ELEMENT
LCE	UNITED COMMON ELEMENT		

NOTES

ALL DIMENSIONS ARE APPROXIMATE
ALL GARAGES, BALCONIES AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED
ARE COMMON ELEMENTS.

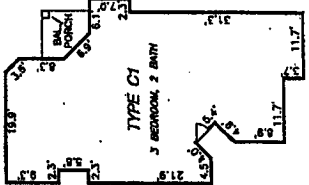
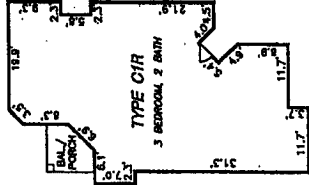
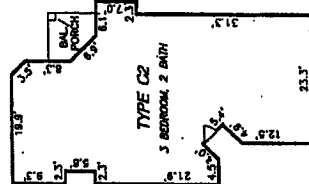
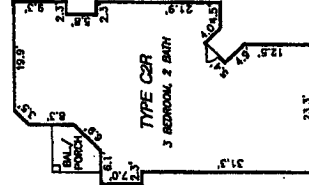
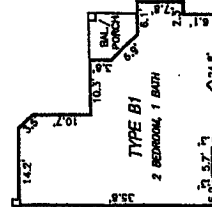
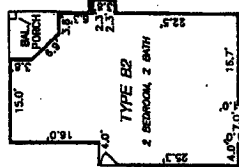
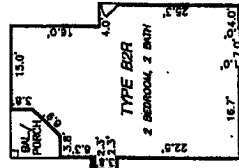
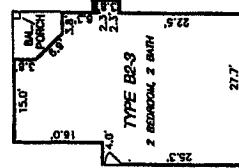
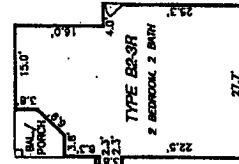
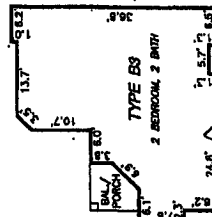
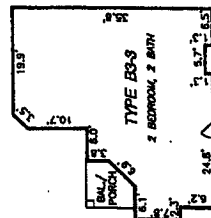
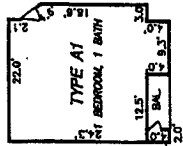
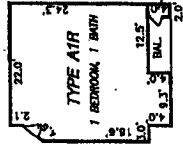
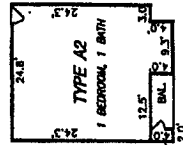
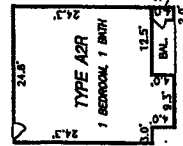
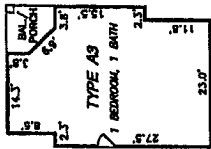
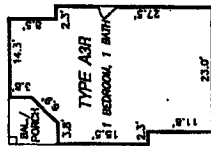


**CABANA COMMERCIAL UNIT
FLOOR PLAN & ELEVATIONS
SHEET 67 OF 68**

Robert B. Webb & Associates, Inc.
LEAD SURVEYING DIVISION OF
CIVIL & ENVIRONMENTAL CONSULTING ENGINEERS
225 S. DEERING DRIVE
WINTER PARK, FLORIDA 32789
PH: (407) 832-9332 FAX: (407) 822-9325
E-MAIL: WEBB@CNC-FLA.OLM

BERMUDA DUNES PRIVATE RESIDENCES, A CONDOMINIUM

A CONDOMINIUM LYING IN SECTION 2, TOWNSHIP 25 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



LEGEND:
COMMON ELEMENT
LIMITED COMMON ELEMENT
BAL
BALCONY

NOTES:

ALL DIMENSIONS ARE APPROXIMATE
ALL CHANGES, BALCONIES, AND PORCHES
ARE LIMITED COMMON ELEMENTS
ALL IMPROVEMENTS OUTSIDE OF
THE UNITS AND NOT LABELED LIMITED
COMMON ELEMENTS ARE COMMON
ELEMENTS.



UNIT PLANS

SHEET 68 OF 68

DESIGNED BY
New R. White & Associates, Inc.
ONE S. DUNSTON BLVD., SUITE 200
ORANGE, FLORIDA 32668
TEL: (407) 261-1111
FAX: (407) 261-1112

EXHIBIT "3"

**SCHEDULE OF PERCENTAGE SHARES OF OWNERSHIP
OF COMMENT ELEMENTS AND COMMON SURPLUS
AND OF SHARING OF COMMON EXPENSES**

Fractional Share of Ownership of Common Elements & Common Surplus & Responsibility for Common Expenses

Unit Type	Fractional Share
A-1	665/344,773
A-2	678/344,773
A-3	842/344,773
B-1	1021/344,773
B-2 -3	1072/344,773
B-2	1080/344,773
B-3-3	1127/344,773
B-3	1133/344,773
C-1	1423/344,773
C-2	1466/344,773
Com 1	1647/344,773
Com 2	411/344,773
Com 3	410/344,773
Com 4	539/344,773