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DECLARATION OF CONDOMINIUM

FOR

VIA LAGO AT HANGING MOSS, A CONDOMINIUM

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

Keith R. Waters, Esq.
Graham, Builder, Jones, Pratt & Marks, LLP
369 N. New York Avenue, 3rd Floor
Winter Park, Florida 32789

DECLARATION OF CONDOMINIUM

FOR

VIA LAGO AT HANGING MOSS, A CONDOMINIUM

M/I HOMES OF ORLANDO, LLC, a Florida limited liability company (**"Developer"** as more fully defined below in **Article 2** below), hereby declares:

1. INTRODUCTION AND SUBMISSION STATEMENT.

1.1. The Land. The Developer is the owner of fee simple title to that certain real property in Orange County, Florida, being more particularly described in **Exhibit "A-1"** attached hereto and incorporated herein by this reference (the **"Land"**).

1.2. Phase Condominium. The Land constitutes Phases 1 and 9 of the Condominium Property (defined below) and is sometimes referred to hereafter as the **"Initial Phases".** The Condominium Property shall include the Initial Phases and such additional properties that may be added to the Land from time to time as part of the Condominium Property in accordance with the terms and provisions of this Declaration. Such additional properties are described as Phases 2 through 8, 10 and 11. The Condominium is intended to contain eleven (11) Phases, including the Initial Phases. The legal descriptions of Phases 2 through 8, 10 and 11 of the Condominium are set forth on **Exhibit "A-2",** attached hereto and made a part hereof (the **"Adjacent Land"**). If additional Phases are added to the Condominium Property, the term **"Land"** shall be deemed to include the Initial Phases and each additional Phase at the time the additional Phase is added to the Condominium Property, and the term **"Adjacent Land"** shall be deemed to exclude any Phase that has been added to the Condominium Property.

1.3. Submission Statement. The Developer does hereby submit the Initial Phases and all improvements now or hereafter erected on the Initial Phases, and all other property, real, personal or mixed, now or hereafter situated on or within the Initial Phases, except as otherwise provided in this Declaration of Condominium, to the condominium form of ownership pursuant to the provisions of Chapter 718, Florida Statutes, in effect as of the date of execution of this Declaration (the **"Condominium Act"**). No property, real, personal or mixed, not located within or upon the Initial Phases shall for any purposes be deemed part of the Condominium Property or be subject to the jurisdiction of the Association (hereinafter defined) or the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto unless or until such property is declared a part of the Condominium Property in accordance with the terms and provisions of this Declaration or as otherwise provided by law.

1.4. Name of the Condominium. The name by which this condominium is to be identified is **VIA LAGO AT HANGING MOSS, A CONDOMINIUM** (the condominium to be created by this Declaration of Condominium is herein referred to as the **"Condominium"**).

1.5. Covenants Running with the Land. All provisions of this Declaration, the Articles of Incorporation, 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 owners of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successor; 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 Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration, the Articles of Incorporation, Bylaws, and applicable rules and regulations of the Association, all as they may be amended from time to time. The acceptance of a deed or other instrument of conveyance, or the entering into a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, the Articles of Incorporation, By-laws, 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.

2. DEFINITIONS. The capitalized terms used in this Declaration, including the Articles of Incorporation, Bylaws and other exhibits, shall be defined in accordance with the provisions of the Condominium Act, as provided elsewhere herein, and as follows, unless the context otherwise requires:

2.1. Articles or Articles of Incorporation means the Articles of Incorporation of the Association, which are attached hereto as **Exhibit "C"**, as amended from time to time.

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

2.3. Association means Via Lago at Hanging Moss Condominium Association, Inc., a Florida not for profit corporation, and its successors.

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

2.5. Board or **Board of Directors** means the board of directors and the members of the board of directors, from time to time, of the Association.

2.6. Building means a structure in which Units are located.

2.7. Bylaws means the Bylaws of the Association, which are attached hereto as **Exhibit "D"**, as amended from time to time.

2.8. Charges means any and all charges for (i) the use of portions of the Condominium Property; (ii) maintenance services furnished at the expense of an Owner; (iii) other services furnished for the benefit of an Owner; (iv) fines, damages and other sums due from an Owner; and (v) any and all charges, fees or other sums that the Association is responsible or entitled to collect from some but not all Unit Owners for the cost of repair, replacement, maintenance or insurance of Limited Common Elements or for any other purpose permitted herein.

2.9. Committee means a group of members of the Board or of Owners, or members of the Board and Owners, appointed by the Board as provided in the Bylaws, to make recommendations to the Board or to take action on behalf of the Board.

2.10. Common Elements shall mean and include:

2.10.1. All Condominium Property not included in the Units, except as expressly provided otherwise below or elsewhere in this Declaration;

2.10.2. Easements as set forth herein and in future easements granted by Developer in its sole discretion and in accordance with this Declaration.

2.10.3. An easement of support in every portion of a Unit which contributes to the support of a Building;

2.10.4. All structural columns, and bearing walls regardless of whether they are located within or without the Unit boundary lines;

2.10.5. Except those owned by private utility providers, all electrical apparatus and wiring; plumbing pipes and apparatus; and other ducts, conduits, cables, wire or pipe; within the Common Elements and up to the Unit boundaries, and excluding terminal hardware and fixtures, such as switches, receptacles, faceplates, drain grates and faucets;

2.10.6. All utility areas, easements and installations, including easements through the Units necessary to provide Utility Services to more than one Unit or to the Common Elements;

2.10.7. All recreational facilities and amenities designated for the exclusive use of Unit Owners as identified on **Exhibit "B"**.

2.10.8. All other parts of the Condominium Property designated as Common Elements in this Declaration, or described as Common Elements in the Condominium Act. References herein to the Common Elements shall also include all Limited Common Elements, unless the context shall otherwise require.

2.11. Common Expenses. The Common Expenses may include, but not be limited to the following expenses; provided, however, that the inclusion of a particular expense for purposes of defining Common Expenses does not necessarily mean that the services or materials giving rise to the expense will be provided, or if provided, that such services or materials will be provided indefinitely or without interruption, and further provided that the omission of a particular type of expense shall not be construed to prevent the Developer or the Association from at any time providing or contracting for the provision of services or materials that give rise to that type of expense and treating the expense as a Common Expense:

2.11.1. Costs of operation, maintenance, repair, replacement or protection of: (a) the Common Elements, (b) the Limited Common Elements (except where the maintenance, repair, insurance or replacement or the cost thereof is the responsibility of less than all of the Owners of the Units in the Condominium), and (c) the Association Property;

2.11.2. Costs of management of the Condominium and administrative expenses of the Association including professional fees and expenses;

2.11.3. Costs of Utility Services that are not metered to the individual Units;

2.11.4. Costs of cable or satellite television service to the whole Condominium (including the Units), and other services to the whole Condominium (including the Units), including, without limitation, pay television, high speed data/internet/intranet services, and security monitoring, pursuant to one or more bulk rate service agreement executed by the Developer or Association, and including all such systems, if any, owned and operated by the Association or by the Developer;

2.11.5. Labor, materials and supplies used in conjunction with the Common Elements;

2.11.6. Damage to the Condominium Property in excess of insurance coverage;

2.11.7. Salaries of a general manager and his assistants and agents, or the cost of a management company, if deemed desirable by the Board;

2.11.8. Premium costs of fire, windstorm, flood and other property insurance, directors and officers coverage, liability insurance and other insurance as provided herein;

2.11.9. Expenses of maintaining and repairing the Surface Water or Stormwater Management System, including, but not limited to, work within retention areas, drainage structures and drainage easements.

2.11.10. All other expenses that may be duly incurred by the Association from time to time in operating, protecting, managing and conserving the Condominium Property and in carrying out its powers, duties and responsibilities as provided by the Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws;

2.11.11. All other expenses designated as Common Expenses by the Condominium Act, this Declaration, the Articles of Incorporation, or the Bylaws.

2.12. Common Surplus means the excess of all receipts of the Association, including, but not limited to, Assessments, rents, insurance proceeds and revenues, on account of the Common Elements, over the Common Expenses.

2.13. Condominium shall have the meaning ascribed thereto in **Section 1.4** hereof.

2.14. Condominium Act means Chapter 718, Florida Statutes, in effect as of the date of execution hereof.

2.15. Condominium Parcel means a Unit together with the right to use the Limited Common Elements appurtenant to said Unit as provided in this Declaration and the undivided share in the Common Elements appurtenant to said Unit and, when the context permits, the term includes all other appurtenances to the Unit.

2.16. Condominium Property means all of the Land described in **Exhibit "A-1"**, and, if subsequently added, Phases 2 through 8, 10 and 11, and all leaseholds, personal property and Improvements that are subject to the condominium form of ownership, whether or not contiguous (except for all materials and equipment owned by the providers of Utility Services, including, but not limited to, cable television and high speed internet facilities owned by their providers), and all easements and other rights appurtenant thereto and intended for use in connection with the Condominium, subject to the limitations and exclusions provided in this Declaration.

2.17. County means Orange County, Florida.

2.18. Declaration or Declaration of Condominium means this instrument and all exhibits attached hereto, as the same may be amended from time to time.

2.19. Developer shall mean and refer to M/I Homes of Orlando, LLC, a Florida 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 Property. 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 an exclusive or nonexclusive basis as determined by Developer in Developer's sole discretion. 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 Owners, the Board or the Association upon the transfer of control of the Association.

2.20. 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.

2.21. Improvements means all improvements erected or to be erected on the Land and all other property, real, personal or mixed, now or hereafter situated on or within the Land, but excluding all public or private utility installations therein or thereon (e.g. cable television and other receiving or transmitting lines, antennae or equipment, including, without limitation, all wires, cables and equipment comprising the cable television, telecommunications and other similar systems owned by the providers of such services).

2.22. Institutional First Mortgagee means the Developer, any bank, savings and loan association, insurance company, mortgage company, agency of the United States Government, real estate investment trust or other recognized institutional-type lender holding a first mortgage encumbering a Unit. A "**Majority of Institutional First Mortgagees**" shall mean and refer to Institutional First Mortgagees of Units to which more than one-half (1/2) of the Voting Interests of Units subject to mortgages held by Institutional First Mortgagees are appurtenant.

2.23. Land means the real property described in **Exhibit A-1** and, if any portion of the real property described in **Exhibit A-2**, is actually added to the Condominium in accordance with the provisions of this Declaration for adding subsequent Phases, the term "Land" shall include the portion of the real property so added to the Condominium.

2.24. Limited Common Elements means those portions of the Common Elements reserved for the exclusive use of a certain Unit or certain Units to the exclusion of the others, as set forth herein or shown on the survey and plot plan attached hereto as **Exhibit "B"**.

2.25. Owner or **Unit Owner** or **Owner of a Unit** means a record Owner of legal title to a Condominium Parcel.

2.26. "Phase" or "Phases" shall mean that portion of the real property described in **Exhibits A-1 and A-2**, and all other property, real, personal or mixed, now or hereafter situated on or within the said real property, except as otherwise provided in this Declaration of Condominium, that may, in Developer's sole discretion, become part of the Condominium Property as contemplated by Section 718.403, Florida Statutes, by recording this Declaration or a subsequent amendment thereto in the Public Records of the County.

2.27. Primary Institutional First Mortgagee means the Institutional First Mortgagee that owns, at the relevant time, mortgages on Units that secure a greater aggregate indebtedness than is owed to any other Institutional First Mortgagee. The Developer, or an affiliate of the Developer, if the first mortgagee of the requisite number of Units, shall be the Primary Institutional First Mortgagee.

2.28. Special Assessment means any Assessment levied against Owners other than the Assessment required by a budget adopted annually, and representing a portion of the costs

incurred by the Association for specific purposes of a nonrecurring nature, or for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance) of any property or capital improvements located or to be located within the Common Elements or Association Property.

2.29. Surface Water or Stormwater Management System means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges, and shall include, but not be limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and associated buffer areas, and wetland mitigation areas.

2.30. Turnover or **Turnover Date** means the date when the Developer no longer has the right to elect or appoint a majority of the Board of Directors of the Association as provided in the Articles of Incorporation.

2.31. Unit means a part of the Condominium Property which is subject to exclusive ownership. **All references to a "Unit" or "Units" in this Declaration shall mean only those Units in the Initial Phases and those Units in each subsequent Phase that has been added to the Condominium by an amendment recorded in the Public Records of the County. References to a Unit or to the Units, in general, or the failure to distinguish Units by reference to the Phase to which they belong, shall not mean any Unit or Units in any Phase that has not been added to the Condominium, or be deemed to obligate the Developer to add any additional Phases or to construct any Units outside the Initial Phases unless and until such additional Phases are added to the Condominium in the manner provided in this Declaration.**

2.32. Utility Services shall include, but not be limited to, electric power, gas, water, garbage and sewage disposal, drainage, telephone, cable television and data communication services.

2.33. Voting Certificate means a document which designates one of the record title Owners or entity representative who is authorized to vote on behalf of a Unit which is owned by more than one Owner or by an entity.

2.34. Voting Interest means the share of voting rights distributed to the members of the Association pursuant to the Articles of Incorporation and Bylaws of the Association.

3. DESCRIPTION OF CONDOMINIUM.

3.1. General Description. The Initial Phases shall consist of one (1) 2-story Building containing six (6) Units (Phase 1), and one (1) 2-story Building consisting of eight (8) Units (Phase 9). Phases 2, 8 10 and 11 are each intended to consist of one (1) 2-story Building

containing six (6) Units. Phases 3, 4, 5, 6, and 7 are each intended to consist of one (1) 2-story Building of eight (8) Units. If all Phases are added to the Condominium, the total Units shall number seventy-eight (78), which is subject to change in accordance with the minimum and maximum Units schedule set forth below. The Developer reserves the right in any subsequent Phase to add or delete Buildings, to increase or decrease the height of such Buildings, or to move the location of such Buildings to accommodate any variations to the number of Units in Phases 2 through 8, 10 and 11. Each Unit shall be identified by a separate numerical or alpha-numerical designation. The designation of each Unit is set forth on **Exhibit "B"** attached hereto and made a part hereof which consists of a survey of the Land, a graphic description of all the intended Improvements to be constructed thereon, including, but not limited to, the Buildings in which the Units are located, and a plot plan thereof. **Exhibit "B"**, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit in the Initial Phases, all anticipated Common Elements and Units in Phases 2 through 8, 10 and 11, 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; (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. The construction of Buildings in the Condominium may not be substantially completed at the time of the creation of the Condominium by recording this Declaration among the Public Records of the County. Upon substantial completion of each Building, this Declaration shall be amended by the Developer to include a "certificate of a surveyor and mapper," as required by Section 718.104(4)(e), Florida Statutes, as to each completed Building, setting forth the information required by said section of the Florida Statutes or the Act.

3.2. Survey, Plot Plan and Floor Plans. Attached hereto as a composite **Exhibit "B"** is (i) a survey of the Initial Phases and of Phases 2 through 8, 10 and 11; (ii) a plot plan locating the Improvements, including the Building, Units, Common Elements and Limited Common Elements, in the Initial Phases, and the intended Improvements, including the Buildings, Units, Common Elements and Limited Common Elements, in Phases 2 through 8, 10 and 11, and identifying each Unit, the Common Elements, and the Limited Common Elements, their relative locations and approximate dimensions; and (iii) Building and Unit floor plans for the Initial Phases and Phases 2 through 8, 10 and 11. If construction of a portion of any Improvement is not substantially completed as of the recording of this Declaration as evidenced by a certificate of a licensed surveyor or mapper in compliance with section 718.104(4)(e), Florida Statutes, then upon substantial completion of the Improvement this Declaration shall be amended by the Developer to include such certificate, which amendment shall not require the joinder or approval of the Association or any Unit Owner. When and if any or all of proposed Phases 2 through 8, 10 and 11 are submitted to condominium ownership and made a part of this Condominium consistent with the provisions of this Declaration, **Exhibit "B"** shall be supplemented and amended to reflect the Improvements in the applicable Phase, and that

supplement and amendment to **Exhibit "B"** shall be certified by a surveyor or mapper in the manner required by the Condominium Act.

3.3. Phase Condominium.

3.3.1. Phase Plan. The Developer is developing a phase condominium, as provided through the provision of Section 718.403, Florida Statutes. Phases 1 and 9, as described in **Exhibit "A-1"** is submitted herewith, upon the recording of this Declaration in the Public Records of the County, to condominium ownership. The Additional Land, described herein in **Exhibit A-2**, represents the proposed Phases 2 through 8, 10 and 11 of the Condominium. At all times prior to and following the recording of this Declaration, the Developer shall not be obligated to add any property in proposed Phases 2 through 8, 10 and 11 to the Condominium or to construct any improvements on the proposed Phases 2 through 8, 10 and 11. Developer reserves the right at any time and in Developer's sole discretion to discontinue the phase condominium and at Developer's option to develop the land described in **Exhibit A-2**, in any manner with any product type. Any and all proposed common areas within Phases 2 through 8, 10 and 11 shall not become Common Elements of the Condominium Property if Developer makes such election. Developer further reserves all rights and obligations with respect to the property described as Phases 2 through 8, 10 and 11, inclusive, until an amendment to this Declaration is recorded in the Public Records of the County adding the land consisting of any of Phases 2 through 8, 10 and 11 to the Condominium. If any of Phases 2 through 8, 10 and 11 are added to and made part of the Condominium, the Condominium Property shall be expanded to encompass and include all portions of the Phases so added, together with the Improvements constructed thereon, including Common Elements, Limited Common Elements, and all easements and rights thereto intended for use of the added Phase, the Unit Owners and the Condominium Property. The Developer also reserves the right to make non-material changes to the legal descriptions of subsequent Phases.

3.3.2. Order of Development; Modification of Phase Plan. Developer is not obligated to construct Phases 2 through 8, 10 and 11 or submit the proposed Phases 2 through 8, 10 and 11 to condominium ownership. If the Developer adds subsequent Phases to the Condominium, the Developer anticipates the order of development to be as follows: Phases 8, 7, 3, 2, 4, 5, 6, 10 and 11. Nevertheless, if the Developer adds subsequent Phases to the Condominium, the Developer may do so in any order Developer desires, which may not be in numerical order. Further, Developer may add one or more Phases at the same time. If any of Phases 2 through 8, 10 and 11 are constructed and made part of this Condominium, the size and Unit mix may be similar to that of the Initial Phases, however, Developer reserves the right to modify the configuration, mix or type, of the Units in the proposed Phases, provided that the general size of the smallest Units that may be included in the proposed Phase shall contain no less than eighty percent (80%) of the interior square footage of the smallest Unit type demonstrated in **Exhibit "B"** for the proposed Phase, and the general size of the largest Units that may be included in the proposed Phase shall contain no more than one hundred twenty percent (120%) of the interior square footage of the largest Unit type demonstrated in **Exhibit "B"** for the proposed Phase, in both cases exclusive of balconies, terraces, patios and porches,

that, although appurtenant thereto, are Limited Common Elements. Additionally, the Developer reserves the right to modify the number of Units in any subsequent Phase in accordance with the following schedule:

Phases	Anticipated Units	Min. / Max. Units	Min. / Max. Stories
2, 8, 10 and 11	6	6 / 7	1 / 2
3, 4, 5, 6, and 7	8	8 / 10	1 / 2

3.3.3. Number of Units. Initially, the Condominium shall consist of fourteen (14) Units; six (6) Units in Phase 1 and eight (8) Units in Phase 9, however, if all of Phases 2 through 8, 10 and 11 are constructed and made part of the Condominium, the total number of Units shall be not less than seventy-eight (78) and not more than ninety-two (92). Developer also reserves the right to vary the placement of the Building(s) on the land and the height of the Building(s), if necessary, to accommodate other variations in any subsequent Phase.

3.3.4. No Joinder or Consent Required. Developer reserves the right to add any of Phases 2 through 8, 10 and 11 (subsequent to the Initial Phases) to the Condominium, and to make the necessary amendments to this Declaration and **Exhibit "B"** to add such Phase or Phases, without the consent or joinder of any other party. Developer's rights to unilaterally add any subsequent Phase set forth herein to the Condominium, and to make such amendments required to add such Phase or Phases, will expire seven (7) years after the date of recording of this Declaration in the Public Records of the County. After the Developer's right to unilaterally add subsequent Phases has expired, the Developer may add additional Phases with the consent and joinder of the Association and Unit Owners in accordance with the Condominium Act.

4. THE UNITS.

4.1. General Description. The Condominium shall contain the Units in the Initial Phases identified in **Exhibit "B"**. Each Unit shall be identified by a separate numerical or alpha-numerical designation. The designation of each Unit is set forth on **Exhibit "B".** Each Unit shall consist of the space defined herein and in **Exhibit "B"**. In the event that the actual physical location, dimensions or boundaries of any Unit at any time do not precisely coincide with **Exhibit "B"** or subsequent amendments thereto, the actual physical location of a Unit shall control over the locations, dimensions and descriptions contained in **Exhibit "B"** and subsequent amendments thereto. In the event of a total or substantial destruction of a Building, the locations, dimensions and descriptions of the respective Units as contained in **Exhibit "B"** and subsequent amendments will control. By acceptance of a deed to any Unit, the respective Owners agree for themselves, their heirs, successors and assigns, and the holders of any mortgages, liens or other interests in or to any Unit agree, that Developer alone (without the joinder or consent of the Owners, the Association or holders of recorded liens) shall have the right to amend **Exhibit "B"** as the Developer deems necessary or desirable from time to time to identify, locate and show dimensions and boundaries of any Units which are not completed as of the date of recording this Declaration. In addition, in the event that any location, dimension or

boundary of any Unit as shown on **Exhibit "B"** is erroneous, the Developer (before the Turnover Date) or the President of the Association (after the Turnover Date) shall have the right to unilaterally amend this Declaration to correct such Survey, and any such amendment shall not require the joinder of any Owner or holders of recorded liens so long as the purpose of the amendment is merely to correct an error and correctly describe the locations, dimensions or boundaries of Units.

4.2. Appurtenances to Units. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the right to use such portion of the Common Elements as may be provided in this Declaration; (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 Interest appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration. The effect of the addition of Phases 2 through 11 to the Condominium on the distribution of Common Expenses, Common Elements, and Common Surplus is represented **Section 10.1** below.

4.3. Boundaries of Units. Each Unit shall include that part of the Building containing the Unit that lies within the boundaries of the Unit, which boundaries shall be determined by reference to the relative locations shown in **Exhibit "B"** and in the following manner:

4.3.1. Upper Boundaries. The upper boundaries of each Unit shall be the following boundaries continued to their planar intersections with the perimetrical boundaries described below: The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the top story of the Unit if such Unit is a multi-story Unit), provided that in multi-story Units (if any) 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 lower floor ceiling.

4.3.2. Lower Boundaries. The lower boundaries of each Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries described below: The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the lowest floor of such Unit if such Unit is a multi-story Unit), provided that in such multi-story Units (if any) 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 upper floor.

4.3.3. Perimetrical Boundaries. The perimetrical boundaries of the Units shall be the vertical planes of the undecorated finished interior of the exterior walls bounding the Unit extended to their planar intersections with each other and with the upper and lower boundaries.

4.3.4. Interior Divisions. Except as provided in **Sections 4.3.1** and **4.3.2** 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, no part of the nonstructural interior walls or partitions shall be considered a boundary of the Unit.

4.3.5. Attached Garages. The attached garages shown on the floor plan of each Unit is a part of the Unit.

4.3.6. Certain Exclusions From Boundaries. The boundaries of the Units shall exclude all chases, pipes, ducts, wires, conduit and other facilities running through any interior wall or partition for Utility Services to other Units or Common Elements, and all structural bearing walls and columns giving support to any other Unit or Common Element.

4.4. Apertures and Attachments.

4.4.1. 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.

4.4.2. Attachments. When there is a porch, balcony, loggia, terrace, patio, canopy, stairway, landing, utility room, mechanical room, or other similar area attached to a Unit and serving only the Unit being bounded, and such area is not designated in this Declaration or in **Exhibit "B"** as a Limited Common Element or Common Element, such Unit's boundary shall be in the intersecting horizontal, vertical, and other planes which include the planes of the undecorated finished ceiling(s) and floor(s) and the undecorated finished interiors of all such areas.

4.5. Exceptions. In cases not specifically covered above, or in any case of conflict or ambiguity, the survey of the Units set forth as **Exhibit "B"** hereto shall control in determining the boundaries of a Unit, except that the provisions of **Section 4.3** above shall control unless specifically depicted and labeled otherwise on such survey.

4.6. Developer Reserved Rights.

4.6.1. Except with respect to Material Amendments (as defined in **Section 20.2**) to this Declaration (which must be approved, executed and recorded in accordance with the provisions applicable thereto in **Article 20** and in the Condominium Act, including without limitation, Section 718.110(4) of the Condominium Act), the Developer hereby reserves the absolute right, in its sole discretion, without the consent or approval of any mortgagee(s) or other lienors, contract vendee(s), the Association or any other person(s) or entities (provided Developer has complied with the Condominium Act), to modify, move, alter, amend or change

the boundaries between or among Units in such a manner as to, among other things, include additional rooms or spaces in one Unit and exclude them from another Unit, or to increase the size of one Unit and decrease the size of another Unit, or to subdivide a Unit into two or more Units, or to combine two or more Units into one Unit (either vertically or horizontally), provided that the Developer owns all such Units and that no such Unit is under an executory contract for sale and purchase, and if any such Units are encumbered by mortgages, the consent of the mortgagee thereto shall have been obtained.

4.6.2. Except with respect to Material Amendments, the Developer also reserves the absolute right, in its sole discretion, without (except as provided below) the consent or approval of any mortgagee or other lienor, contract vendee, the Association or any other person to change, alter, modify or amend the interior design arrangement, number of rooms and layout of all Units, so long as the Developer owns such Units and has not encumbered the Units so altered or, if encumbered, has obtained the consent of such mortgagee to such change, alteration, modification or amendment, and as long as no such Unit is subject to an executory contract for sale and purchase.

4.6.3. The Developer shall reflect any of the changes, modifications, alterations or amendments permitted by this **Section 4.6** by filing an amendment to this Declaration, which amendment shall be in accordance with **Article 20** hereof; shall include, as an exhibit thereto, an amendment to **Exhibit "B"** as necessary to depict the changes, modifications and alterations permitted by this Section 4.6; shall be in compliance with the requirements of the Condominium Act (including, without limitation, Section 718.110(4) thereof, if applicable); shall be executed with the formality required by law for the execution of a deed; shall be signed by the Association (only if required by the Act), the Developer and, where required herein or by law, the holder of any liens (including mortgages) on the Units affected; shall be filed and recorded in the Public Records of the County (unless otherwise required by the Condominium Act); and shall be effective from and after the date it is filed and recorded.

4.7. Legal Description of Units. The Units shall be described in every deed, mortgage or other instrument substantially as follows:

> PHASE _____, UNIT _____, VIA LAGO AT HANGING MOSS, A CONDOMINIUM, according to the Declaration of Condominium recorded in Official Records Book _____, page _____, of the Public Records of Orange County, Florida; together with the undivided share in the Common Elements and Limited Common Elements appurtenant to such Unit and all other appurtenances to such Unit, as set forth in the Declaration of Condominium.
>
> Each Unit may also be described by its Phase and Unit designation, such as "Unit 1A " in the case of Unit A in Phase 1.

5. LIMITED COMMON ELEMENTS.

5.1. The Limited Common Elements, the use of which shall be limited to those Owners to whom such use is assigned by means of this Declaration, amendments hereto, assignments executed by the Developer, or by the Association, include:

5.1.1. Terraces and Balconies. Each terrace, patio, lanai or balcony, if any, to which direct and exclusive access is afforded a Unit or group of Units to the exclusion of all other Units, as shown on **Exhibit "B"**, shall be a Limited Common Element of such Unit(s). Each terrace, patio, lanai or balcony, if any, located on the roof of the Condominium and accessed by a doorway directly from a Unit shall be a Limited Common Element of such Unit. The Association shall be responsible for the maintenance, repair, replacement and insurance of the structural and mechanical elements of such Limited Common Elements (the cost of which shall be a Common Expense), with the Owner(s) of the Unit(s) to which they are appurtenant responsible for the general cleaning and the upkeep of the appearance of those areas, and for the repair or replacement of any floor coverings placed or installed upon any terrace, patio, lanai or balcony.

5.1.2. Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements of that Unit, and shall be maintained, repaired and replaced by, and solely at the expense of, the Owner of the Unit.

5.1.3. Lawns. The rear yard area immediately behind each Unit as depicted on **Exhibit "B"** is a Limited Common Element to the Unit to which it is appurtenant.

5.1.4. Other Areas. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required by this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not. This provision includes driveways, walkways, porches, and all electrical service and plumbing components located outside of a Unit but serving that Unit exclusively. Limited Common Elements include all other areas designated as Limited Common Elements on **Exhibit "B"**.

5.2. Transfer of Limited Common Elements. Limited Common Elements appurtenant to a Unit or Units may not be transferred to another Unit or other Units.

6. PARKING. Except for parking in the attached garage included as part of each Unit parking on the Condominium Property is limited to the uncovered parking spaces shown on **Exhibit "B"** on an "as available" basis; provided, however, that parking in those parking spaces shall be subject to other provisions of this Declaration and to such rules and regulations as may be promulgated by the Board of Directors from time to time. Further, the Developer and the Association shall have the right to assign, restrict or otherwise regulate parking in the parking spaces in order to comply with local, state or federal laws, or as necessary or desirable in the

Developer's or the Association's sole discretion in order to exercise its powers or and fulfill its responsibilities under this Declaration and the Condominium Act.

7. **EASEMENTS**. The following easements are hereby created (in addition to any easements created under the Condominium Act, and any other easements affecting the Condominium Property and recorded in the Public Records of the County), all without compensation or consideration, whatsoever, to the Association or any Owner:

7.1. Support. Each Unit and any Improvement now or hereafter constructed upon the Land or the Condominium Property 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 such other Improvements constructed upon the Condominium Property.

7.2. Utility Services. Easements are reserved under, through and over the Condominium Property as may be required from time to time for Utility Services in order to serve the Condominium, the Units or members of the Association. An Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of Utility Services, the equipment and facilities for the provision thereof, or the use of these easements. The Association and the providers of Utility Services shall have a right of access to each Unit to maintain, repair or replace any Common Element or the equipment and facilities contained in the Unit (including, without limitation, pipes, wires, ducts, vents, cables and conduits) providing Utility Services to the Condominium, and to remove any Improvements interfering with or impairing the easements herein reserved or the equipment and facilities providing Utility Services; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the 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 Owner is absent when the giving of notice is attempted).

7.3. Encroachments. If (i) any portion of the Common Elements encroaches upon any Unit; (ii) any Unit encroaches upon any other Unit or upon any portion of the Common Elements; or (iii) any encroachment shall hereafter occur as a result of (1) construction of Improvements on the Land; (2) settling or shifting of the Improvements; (3) any alteration or repair to the Common Elements made by or with the consent of the Association or Developer, as appropriate; or (4) any repair or restoration of the Improvements or of any Unit after damage by fire or other casualty, or by any taking by condemnation or eminent domain, of all or any portion of any Unit or the Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance and repair of same.

7.4. Pedestrian and Vehicular Traffic. A non-exclusive easement in favor of each Owner and resident, their tenants, guests and invitees and for each member of the Association (and its and their guests, tenants and invitees) shall exist for pedestrian traffic over, through and across all sidewalks and other paths intended for pedestrian traffic, as the same may from time to time exist upon the Common Elements or Association Property, and, for vehicular traffic over, through and across the private streets, roads and drives, and such other portions of the Common Elements or Association Property as may from time to time be paved and intended for such

purposes, but the same shall not give or create in any person the right to drive or park upon any portions of the Condominium Property except those intended to be used for such purposes and reasonably suited therefor. The foregoing easement shall also be in favor of police, fire, emergency and service personnel while providing services to the Condominium Property, the Owners or the Association Property.

7.5. Construction. The Developer shall have the right, in its sole discretion from time to time, to enter, or cause it designees, contractors, suppliers, employees and others in its discretion, to enter, the Condominium Property and take all action necessary or convenient for the purpose of completing the construction thereof, or any part thereof, or any Improvements or Units located or to be located thereon, provided such activity does not prevent or unreasonably interfere, in the opinion of the Developer, with the use or enjoyment by the Owners of the Condominium Property. The Developer's use of the Condominium Property or any portion thereof, pursuant to the easement created in this Section shall include, but not be limited to, active construction activities, staging and all activities directly or indirectly related to the construction process, such as, but not limited to, stacking and storage of materials and supplies, scaffolding, maintenance and placement of construction trailers and equipment.

7.6. Sales, Resales, Leasing and Development Activities. For as long the Developer holds any Units for sale in the ordinary course of business, the Developer shall have the right to use any such Units and parts of the Common Elements or Association Property for model apartments or for sales, resales, leasing, administrative, management and construction offices relating to the Condominium Property, to show model Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property signs and other promotional materials to advertise or otherwise market the Units, or any other facilities built or to be constructed upon any portion of the Condominium Property, for sale, resale, lease or occupancy.

7.7. Warranty For as long as Developer remains liable under any warranty for acts or omissions of Developer in the development, construction, sale 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, to enter the Common Elements, the Units and the Association Property for the purpose of making any necessary inspections, tests, repairs, improvements or replacements required for the Developer to fulfill any of its warranty obligations. Failure of the Association or any Unit Owner to grant such access may result in the appropriate warranty being nullified and of no further force or effect. **Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent applicable law prohibits such disclaimer) as set forth in Article 26 hereof.**

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

a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the Water Management District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, including buffer areas or swales, without the prior written approval of the Water Management District. The provisions of this **Section 7.8** shall not be amended without the written consent of the Water Management District.

7.9. Access and Utility Easement for Adjacent Lands. Developer hereby reserves a perpetual (except as provided below) non-exclusive easement for ingress, egress and the provision of Utility Services (including the construction, installation, repair and maintenance of pipes, lines, facilities and other equipment necessary to deliver Utility Services) over, under, upon and across all rights-of-way dedicated or conveyed to the Association or that are otherwise Common Elements of the Condominium (collectively, the **"Right-of-Way"**), for the benefit and use of Developer, its successors and assigns, and all owners of all or any portion of the lands described in **Exhibit A-2** that has not been submitted to the Condominium (**"Other Owners"**), and their guests, invitees, agents, contractors and employees, for ingress, egress and the provision of Utility Services (including the construction, installation, repair and maintenance of pipes, lines, facilities and other equipment necessary to deliver Utility Services) to all portions of those lands described in **Exhibit A-2** not submitted to the Condominium. Developer and its successors and assigns shall have the right to execute any instrument which Developer deems necessary, in its sole discretion, to confirm this easement. All maintenance, repair and replacement of the surface of the Right-of-Way shall be undertaken and paid for by the Association as a Common Expense, provided, however, that each Other Owner shall be responsible for all costs associated with the provision of Utility Services to that Other Owner, including the construction, installation, repair and maintenance of pipes, lines, facilities and other equipment necessary to deliver Utility Services.

7.10. Additional Easements. The Developer, so long as it holds any Unit for sale in the ordinary course of the Developer's business, and the Association, through its Board of Directors on the Association's behalf and on behalf of all 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 Utility Service or other 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 Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium 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 Owners and 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 their intended purposes.

7.11. Amendment. The provisions contained in this Article 7 may not be amended, modified or deleted, in whole or in part, without the prior written consent of the Developer. Additionally, any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior written approval of the Water Management District.

8. THE ASSOCIATION.

8.1. Membership. All persons owning a vested present interest in the fee title to any of the Units, which interest is evidenced by a proper instrument duly recorded in the Public Records of the County, are required to be and shall automatically be members of the Association and their respective memberships shall terminate as their vested interest in the fee title to a Unit terminates.

8.2. Power and Duties. Except for those rights and powers reserved to the Developer in this Declaration, the Association will be responsible for the operation of the Condominium. All of the affairs and property of the Condominium and of the Association shall be controlled by the officers and Board of Directors of the Association. Subject to the provisions of this Declaration, the operation of the Association shall be governed by the Articles of Incorporation and the Bylaws as such may be amended from time to time. The Association shall have all of the rights, duties and powers provided by the Condominium Act, the Articles of Incorporation, the Bylaws and this Declaration, including, without limitation:

8.2.1. Access to Units and Common Elements. The irrevocable 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.

8.2.2. Assess Units and Unit Owners. The power to make and collect Assessments and other charges against the Units and Unit Owners and to use the proceeds thereof in the exercise of its powers and duties, including, without limitation, the power and obligation to collect from the Unit Owners the Common Expenses relating to that portion of the Condominium Property that is subject, or may become subject, to any easements provided for in **Article 7** hereof, including the Improvements, equipment and facilities thereon, and to Assess the Units and the Unit Owners for the costs and expenses of maintaining the Surface Water or Stormwater Management System.

8.2.3. Manage Common Elements. The power to lease, maintain, repair and replace the Common Elements and Association Property and other property acquired or leased by the Association.

8.2.4. Surface Water or Stormwater Management System. The power and responsibility to maintain, operate and repair the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the Water Management District. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted, or, if modified, as approved in writing by, the Water Management District.

8.2.5. Accounting. The duty to maintain accounting records of the Association according to good accounting practices, which records shall be open to inspection by Owners or their authorized representatives at reasonable times upon prior written request, and the power to enter into contracts for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida and of the federal government with regard to maintenance of records.

8.2.6. Finances. The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in Association Property, if any, provided that such actions are approved in the manner provided below for acquiring, conveying, leasing and encumbering real and personal property.

8.2.7. Adopt Rules and Regulations. The power to adopt and amend rules and regulations concerning the details of the operation and use of the Common Elements and Association Property, and for the health, comfort, safety and welfare of the Unit Owners.

8.2.8. Borrow Money; Acquire and Encumber Property. The power to purchase, mortgage or otherwise encumber, convey, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium Property, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association. Personal property shall be acquired or encumbered upon a majority vote of the Board of Directors, unless the cost thereof exceeds Fifty Thousand Dollars ($50,000.00) in a single transaction or One Hundred Fifty Thousand Dollars ($150,000.00) in the aggregate in any 12-month period, in which event the acquisition or encumbrance shall require an affirmative vote of not less than 2/3rds of the Voting Interests. On January 1 of the year following the first anniversary of the recording of this Declaration and on January 1, of each succeeding calendar year (the "Adjustment Date"), the foregoing spending limits for personal property acquired by the Board without approval of at least 2/3 of the Voting Interests shall increase by an amount determined by multiplying the dollar amount of each spending limit for the immediately preceding calendar year by a fraction, the denominator of which shall be the most recent Consumer Price Index figure published prior to the beginning of the 12-month period immediately preceding the applicable Adjustment Date, and the numerator of which shall be the most recent Consumer Price Index figure published prior to the applicable Adjustment Date. As used herein, the term "Consumer Price Index" shall mean Consumer Price

Index For All Urban Consumers, U.S. City Average, All Items (1982-84 = 100), issued by the Bureau of Labor Statistics of the United States Department of Labor. If the Consumer Price Index is discontinued, the Board shall use another index published by the United States Government or by a reputable publisher of financial and economic statistics that will fairly and reasonably reflect the same or substantially the same information as would have been reflected by the Consumer Price Index and formula identified above. Real property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors and an affirmative vote of not less than 2/3rds of the Voting Interests; provided, 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 the same; and further provided that the Association shall accept, without Board or Unit Owner approval, any conveyance of any Developer-owned Unit from the Developer in accordance with the provisions of this Declaration. The Association, through its Board, has the power to hold, lease, mortgage or convey the Units acquired through foreclosure (or by deed in lieu of foreclosure) or from the Developer without the consent of Owners. The expenses of purchasing, mortgaging or otherwise encumbering, conveying, leasing, receiving by gift, or otherwise acquiring possessory or use interests in real or personal property, and the expenses of the ownership (including, without limitation, the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, maintenance, repairs, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

8.2.9. Attorney-in-Fact. The power to execute all documents or consents, on behalf of all Owners (and their mortgagees), required by all governmental 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.), and in that regard, each Owner, by acceptance of the deed to his 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.

8.2.10. Collect Charges. The power and obligation to collect all Charges.

8.2.11. Obtain Insurance. The power to purchase insurance upon the Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners.

8.2.12. Approve Transfers. The power to approve or disapprove the leasing, transfer, ownership and possession of Units, as more particularly provided in this Declaration.

8.2.13. Enforcement. The power to enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the rules and regulations for the use of the Condominium Property, subject, however, to the limitation regarding enforcement of certain provisions against the Developer and Units owned by the Developer, as set forth in this Declaration.

8.2.14. Management. The power to contract for the management and maintenance of the Condominium Property (including the power to contract for the management, operation and upkeep of any and all property held or controlled by the Association) 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 the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the 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 by the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.

8.2.15. Grant Easements and Other Interests. The power to encumber, lease or grant other possessory or use interests or easements in any and all property which the Association may acquire or control, including but not limited to the Common Elements and any recreational facilities.

8.2.16. Contract Generally. The power to enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

8.2.17. Employ Personnel and Engage Professional Services. The power to employ all personnel and engage such professional services as are reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

8.2.18. Common Law and Statutory Powers. The power to exercise any and all common law and statutory powers, although not specifically recited above or elsewhere herein, of a corporation not-for-profit, or of an association within the meaning of the Condominium Act, necessary or convenient to carry out and perform the purposes for which the Association is organized and its enumerated powers, and the authority to exercise all that 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 Condominium Act.

8.2.19. Acquire Other Lands. Subsequent to the recording of this Declaration, the Association may acquire or enter into agreements acquiring leaseholds, memberships and other possessory or use interests in land or recreational facilities, whether or not such lands and facilities are contiguous to the lands of the Condominium, so long as they are intended to provided enjoyment, recreation or other use or benefit to Owners, when a majority of the Board members consent to such agreement. Any rental, membership fees, operations, replacement and other expenses in relation to such agreement shall be deemed a Common Expense, or a Charge if such fees or expenses are to be imposed on some but not all the Unit Owners.

8.2.20. Operate Additional Phases. It is anticipated and intended that the Association shall operate each of Phases 2 through 11 that are added to the Condominium in accordance with the provisions of this Declaration, and the Association shall have the power to do so upon the addition of any of such Phases.

8.3. Conflicts Among Association Documents. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration, exhibits attached hereto or otherwise, 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.

8.4. 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 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 Owners regardless of whether or not the same shall have been approved by the Association. The Association also shall not be liable to any 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 by the Condominium Act or this Declaration; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms. Nothing herein shall be deemed to relieve the Association of its duty to exercise ordinary care in the carrying out of its responsibilities or to deprive the Owners of their right to sue the Association if it negligently or willfully causes damage to the Owners' property during the performance of the Association's duties.

8.5. Restraint Upon Assignment of Shares in Assets. An Owner's share of the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

8.6. Approval or Disapproval of Matters. Whenever the decision of an 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.

8.7. Acts of the Association. Unless this Declaration, the Articles of Incorporation, the Bylaws or applicable law expressly requires that an action be approved by the Owners or by a specific percentage of the Board of Directors of the Association, 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 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 this Declaration, the Articles of Incorporation, the Bylaws or applicable law, such action or approval may be conditioned in any manner as the Board of Directors deems appropriate, or the Board of Directors may refuse to take or give such action or approval, without the necessity of establishing the reasonableness of such conditions or refusal.

8.8. Manager. In order to facilitate the maintenance and operation of the Condominium Property, the Association shall have the power to enter into a management agreement with a manager or a managing company. To the extent permitted by law, the management agreement may delegate maintenance, management, and operational duties and obligations of the Association.

8.9. Developer Control.

8.9.1. The Developer has and hereby reserves the right to control the management and operation of the Condominium Property and the affairs and decisions of the Association and its Board of Directors during the development and sales period of the Condominium by electing initially all, and thereafter a majority, of the directors of the Association in accordance with Section 718.301(1), Florida Statutes, and the Articles of Incorporation. Notwithstanding the foregoing, the Developer may terminate such right of control at any time by relinquishing and waiving such right in writing and turning over control of the Board of Directors and the Association to the Owners, who shall accept such Turnover.

8.9.2. During the period that the Developer retains such control, the Developer shall have the right to take all actions, make all decisions and do all things on behalf of the Association, including, but not limited to, the right to enter into contracts on behalf of the Association for the purchase of property and for maintenance, operation and management of the Association and the Condominium; the maintenance, repair and replacement of the Condominium Property and property and facilities serving the Condominium Property; the determination of budgets and Assessments and the levy and collection of Assessments against the Owners; and the enactment and enforcement of uniform rules and regulations governing the ownership, occupancy and use of the Units and the Condominium Property.

8.9.3. While exercising such control and management, however, the Developer shall observe the format and formalities of the Association's corporate regime and structure, including maintenance of all required minutes, books and records and the provisions of the Condominium Act and any rule promulgated thereunder. When the Developer conveys the Association Property to the Association, the Association will accept such conveyance from the Developer.

8.9.4. So long as the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Developer:

8.9.4.1. Assessment of the Developer as an Owner for capital improvements.

8.9.4.2. Any action by the Association that would be detrimental to the sales of Units by the Developer; 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.

9. RESTRAINT UPON SEPARATION OR PARTITION OF COMMON ELEMENTS.

The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, 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, except as elsewhere provided herein 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. Notwithstanding the foregoing, each Unit Owner's share in Common Elements and Common Surplus appurtenant to a Unit shall be subject to change when and if Developer determines to add any subsequent Phase, that being Phases 2 through 11, to the Condominium Property by amendment to this Declaration as described in **Section 10.1** below.

10. OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS; SHARE OF COMMON EXPENSES; VOTING INTERESTS.

10.1. Percentage of Ownership of Common Elements and Surplus. The ownership and undivided shares of each Unit in the Common Elements and in the Common Surplus shall calculated on an equal fractional basis, meaning that each Unit's undivided share of the Common Elements and the Common Surplus shall be a fraction of the total interest in the Common Elements and Common Surplus that is equal to the undivided share of each other Unit, the denominator of which shall be one (1) and the numerator of which shall be the total number of Units in the Condominium at a give time. For example, during the period of time that only the Initial Phases are part of the Condominium (a total of 14 Units), each Unit's undivided share of the Common Elements and Common Surplus will be one-fourteenth (1/14). The fractional interest of Unit Owners' in the Initial Phases will change if and when Developer elects to add any of Phases 2 through 8, 10 and 11 to the Condominium, but each Unit's share shall still be equal to all other Units. For example, if Phase 8 is added to the Condominium, there will then be twenty (20) Units in the Condominium, so each Unit's undivided share of the Common Elements and Common Surplus will be one-twentieth (1/20). If Phase 7 is added next, there will be a total of twenty eight (28) in the Condominium, so each Unit's undivided share of the Common Elements and Common Surplus will then be one-twentieth (1/28), and so on..

10.2. Liability for Common Expenses. Each Owner shall be liable for a share of the Common Expenses, such share being the same as the undivided share of the Common Elements appurtenant to the Unit.

10.3. Voting Interest. The Voting Interest appurtenant to each Unit shall be as provided in the Articles of Incorporation. Each Owner shall be a member of the Association.

11. DETERMINATION OF COMMON EXPENSES AND CHARGES; FIXING OF ASSESSMENTS.

The Board of Directors shall from time to time, but at least annually, prepare a budget for the Condominium Property and the Association and determine the amount of: (a) Assessments payable by the Owners to meet the Common Expenses of the Condominium, and (b) Charges payable by such Owners required to pay the same as provided in this Declaration. The Board of Directors shall allocate and assess Common Expenses and Charges among the Owners in accordance with the provisions of this Declaration, the Articles of Incorporation and the Bylaws. The Board of Directors shall advise all Owners promptly in writing of the amount of the Assessments and Charges 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 and Charges are based, to all 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 Condominium Act, this Declaration, the Articles of Incorporation or the Bylaws. The Common Expenses shall also include, and the Assessments shall also be used for, the maintenance and repair of the Surface Water or Stormwater Management System, including, but not limited to, work within retention areas, drainage structures and drainage easements. Prior to the expiration of the Guarantee Period, incidental income to the Association, if any, may not be used to pay Common Expenses, but shall be held by the Association as Common Surplus. After the Guarantee Period (defined below) 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 after the Guarantee Period. 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, the Articles of Incorporation and the Bylaws.

12. COLLECTION OF ASSESSMENTS AND CHARGES.

12.1. Liability for Assessments and Charges. An 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 and Charges coming due while he is the Owner. Additionally, an Owner shall be jointly and severally liable with the previous Owner for all unpaid Assessments and Charges 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 and Charges may not be avoided by waiver of the use or enjoyment of any Common Elements, Limited Common Elements, appurtenances to a Unit, or by the abandonment of the Unit for which the Assessments and Charges are made or otherwise.

12.2. Special Assessments. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium Property and the Association, the Board of Directors may levy Special Assessments. Special Assessments levied by the Board of Directors shall be payable in lump sums or installments, in the discretion of the Board of Directors.

12.3. Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due, shall bear interest at the lesser of eighteen percent (18%) per annum or the highest lawful rate, from the date due until paid and shall be subject to an administrative late fee in an amount not to exceed the greater of $25.00 or five percent (5%) of each delinquent installment.

12.4. Lien Rights. The Association has a lien on each Condominium Parcel to secure the payment of Assessments. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to mortgages of record held by Institutional First Mortgagees, the lien is effective from and after recording of a claim of lien. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County. To be valid, the claim of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates, and the claim of lien must be executed and acknowledged by an officer or authorized representative of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount to which the Association shall agree by way of settlement), including the recording fee for the release of lien, have been fully paid or until it is barred by law. No such lien shall be effective longer than one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced. The one (1) year period shall automatically be extended for any length of time during which the Association is prevented from filing a foreclosure action by an automatic stay resulting from a bankruptcy petition filed by the Owner or any other person claiming an interest in the Unit. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, as well as interest and all reasonable costs and attorneys' fees incurred by the Association incident to the collection process. Upon payment in full, the person making the payment shall be entitled to a satisfaction of the lien in recordable form, which shall be prepared and recorded by the Association within 30 days after receipt of full payment. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorneys' fees incurred in any lien foreclosure action and in any action to recover a money judgment for unpaid Assessments.

12.5. Acceleration of Assessments Upon Default. As an additional right and remedy of the Association, upon default in the payment of Assessments and Charges as aforesaid and after thirty (30) days' prior written notice to the applicable Owner and the recording of a claim of lien, the Association may declare the Assessment installments for the remainder of the budget year to be accelerated and immediately due and payable. In the event that the amount of such installments changes during the remainder of the budget year, the Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within ten (10) days of same taking effect.

12.6. Additional Remedies. In addition to the remedies set forth herein, the Association shall have the rights and remedies set forth in Section 718.116(6)(c), Florida Statutes, and as otherwise permitted by applicable law.

12.7. 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 Owner of its intention to foreclose its lien to collect the unpaid Assessments and Charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments and Charges, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, the Association shall not recover attorneys fees or costs. The notice must be given by delivery of a copy of it to the Owner or by certified or registered mail, return receipt requested, addressed to the 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 Owner or a mailing address at which the 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 subsection shall be satisfied if the Owner records a Notice of Contest of Lien as provided in the Condominium Act.

12.8. Appointment of Receiver to Collect Rental. If an Owner remains in possession of the Unit after a foreclosure judgment has been entered, the court in its discretion may require the 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 shall be 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.

12.9. Institutional First Mortgagee Limitations. The liability of an Institutional First Mortgagee 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 Institutional First Mortgagee's acquisition of title is limited to the lesser of the following amounts, provided the Institutional First Mortgagee joined the Association as a defendant in the foreclosure action:

12.9.1. The regular periodic Assessments against the Unit that 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

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

12.10. Joiner of Association Excused. If, on the date the foreclosure complaint is filed by an Institutional First Mortgagee, 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 Institutional First Mortgagee, the Institutional First Mortgagee is not required to join the Association as a defendant in the foreclosure in order to avail itself of the limitation on liability for Assessments under Section 12.9 above.

12.11. Institutional First Mortgagees Not Excused. An Institutional 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 the Common Expenses coming due during the period of such ownership.

12.12. Certificate of Unpaid Assessments and Charges. Within fifteen (15) days after written request by an Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments, Charges and other moneys owed to the Association by the Owner with respect to his Unit. Any person other than the Owner who relies upon such certificate shall be protected thereby.

12.13. Installments. Regular Assessments and Charges shall be collected monthly or quarterly, in advance, at the option of the Board of Directors. Initially, Assessments and Charges will be collected monthly and shall be due on the first day of each month.

12.14. Application of Payments. Any payments received by the Association from a delinquent 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 and Charges. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation or instruction placed on or accompanying a payment.

12.15. Waiver of Reserves. Pursuant to Section 718.112 of the Condominium Act, reserves for the remainder of the calendar year in which the Association is formed will be waived by Association action. Reserves may or may not be waived annually thereafter in accordance with the Condominium Act.

12.16. Developer's Liability for Assessments. During the period (the **"Guarantee Period"**) from the date of the recording of this Declaration until the earlier of the following dates (the **"Guarantee Expiration Date"**): (a) the last day of the sixth (6th) complete calendar month after the recording date, or (b) the date that control of the Association is transferred to Owners other than the Developer as provided in this Declaration, the Articles of Incorporation and the Condominium Act, the Developer shall not be obligated to pay the share of Common Expenses and Assessments attributable to the Units owned by the Developer, provided: (i) that the regular Assessments for Common Expenses imposed on each Owner other than the Developer during the Guarantee Period shall not increase during the Guarantee Period over **Three Hundred Seventy Five Dollars ($375.00)** (the **"Assessment Guarantee"**), subject only to the occurrence of an Extraordinary Financial Event, as set forth below; and (ii) that the Developer shall be obligated

to pay any amount of Common Expenses actually incurred during such period in excess of the Assessment Guarantee, subject only to the occurrence of an Extraordinary Event. The Developer shall have the option of extending the Guarantee Period for five (5) additional six (6) month periods. The Developer shall also have the right to terminate the Guarantee Period and the Assessment Guarantee by commencing payment of the share of Common Expenses and Assessments attributable to Units it then owns. Notwithstanding the above and as provided in Section 718.116(9)(a)(2) of the Condominium Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Owners owning Units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this subsection, an "**Extraordinary Financial Event**" shall mean a casualty loss affecting the Condominium resulting from a natural disaster or act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a) of the Condominium Act.

13. MAINTENANCE, REPAIR AND REPLACEMENT OF CONDOMINIUM PROPERTY.

13.1. By the Association. The Association shall maintain, repair and replace all of the Association Property, Common Elements, and Limited Common Elements (except as otherwise provided in **Article 5** with respect to certain Limited Common Elements which shall be maintained by the Owner of the Unit to which the Limited Common Element is appurtenant). The Association's cost and expense of maintenance, repair and replacement of all of the Association Property, Common Elements and Limited Common Elements as described above shall be charged to Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Owners, in which case such cost and expense shall be paid solely by such Owners.

13.2. By the Owners. Each Owner shall maintain, repair and replace certain Limited Common Elements as set forth in **Article 5** and below, and everything within the confines of his Unit which is not part of the Common Elements or Limited Common Elements, including but not limited to:

13.2.1. Paint, finish, covering, wallpaper and decoration of all walls, floors and ceiling of the Unit;

13.2.2. All built-in shelves, cabinets, counters, storage areas, and closets;

13.2.3. Any refrigerators, stoves, ovens, disposals, dishwashers and other kitchen equipment and appliances, and all bathroom fixtures, equipment and apparatus, within his Unit;

13.2.4. All electrical, plumbing, telephone and television fixtures, apparatus, equipment, outlets, switches, serving only his Unit;

13.2.5. All mechanical, ventilating, heating and air conditioning equipment serving only the Unit, regardless of whether such equipment may be located partially or entirely outside of the boundaries of the Unit;

13.2.6. All interior doors, walls, partitions, and room dividers;

13.2.7. All furniture, furnishings and personal property contained within a Unit; and

13.2.8. Glass or screened surfaces of windows, wood louvers, exterior doors, porches, or lanais, provided that any replacement or modification of same must be approved in advance by the Association.

14. INSURANCE.

14.1. Coverage. The Association shall maintain insurance covering the following:

14.1.1. Casualty. As agent for and on behalf of the Owners and their respective mortgagees, fire and extended coverage insurance with a responsible insurance company upon the portion of the insurable Improvements of the entire Condominium Property, including the Common Elements, Limited Common Elements, the respective Units and Association Property, for the full replacement or insurable value thereof; provided, however, the Association shall not be responsible for hazard insurance for floor coverings, wall coverings, ceiling coverings or other portions of the individual Units which the Association is not allowed or required to insure by the Condominium Act or living expenses of Owners in the event of a casualty, which hazard insurance shall be the responsibility of the individual Owner. Such policies may contain reasonable deductible provisions as determined by the Board of Directors. 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 those on the Condominium Property in construction, location and use, including, but not limited to, vandalism and malicious mischief. Each Owner shall be responsible for insuring his own personal property within his Unit and any improvements made by him within his Unit which are not covered by the Association policy.

14.1.2. Liability. Public liability insurance covering all of the Common Elements and Association Property and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about, or in connection with, the Common Elements and Association Property. Such policies shall insure the Association and the Owners as their interests may appear in such amount as the Board of Directors may deem appropriate.

14.1.3. Worker's Compensation. Workers compensation insurance and other mandatory insurance, to the extent applicable to the maintenance, operation, repair or replacement of the Common Elements and Association Property.

14.1.4. Flood Insurance. Flood insurance covering the Common Elements and Association Property, if so determined by the Board of Directors to be necessary, desirable, or required by law.

14.1.5. Fidelity Bond. Insurance or fidelity bonding required by the Condominium Act for persons who control or disburse funds of the Association, such insurance or fidelity bonding to be adequate to cover the maximum funds that will be in the custody of the Association or its management agent at any time.

14.1.6. Other Insurance. Such other insurance as the Board of Directors shall determine from time to time to be desirable in connection with the Condominium Property (or any portion thereof).

14.1.7. Waiver of Subrogation and Other Rights. When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) as to property insurance policies, subrogation against the Association and against the 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 Association (or any of its employees, contractors or agents), one or more Owners or as a result of contractual undertakings.

14.2. Purchase, Custody and Payment.

14.2.1. Purchase. All insurance policies required to be obtained by the Association hereunder shall be issued by an insurance company authorized to do business in Florida.

14.2.2. 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.

14.2.3. Named Insured. The named insured shall be the Association (individually) and as agent for the Owners of Units covered by the policy (without naming them) and for any Institutional First Mortgagees (without naming them). The Owners and Institutional First Mortgagees shall be deemed additional insureds.

14.2.4. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Association. The original policies of insurance and endorsements thereto shall be held by the Association.

14.2.5. Copies to Institutional First Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished to the Institutional First Mortgagees upon their request.

14.3. 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 insureds, including all Institutional First Mortgagees. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Association may obtain an appraisal from a fire insurance company, or other competent appraiser, of the full insurable replacement value of the insured property, without deduction for depreciation, for the purpose of determining the amount of insurance to be effected pursuant to this **Article 14**.

14.4. Premiums. Premiums upon insurance policies purchased by the Association pursuant to this **Article 14** shall be a Common Expense.

14.5. Share of Proceeds. All insurance policies obtained pursuant to this **Article 14** shall be for the benefit of the Association, the Owners and the Institutional First Mortgagees, as their respective interests may appear. The duty of the Association 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 Owners and the Institutional First Mortgagees in accordance with the Owner's interest in and to the Common Elements and Common Surplus.

14.6. Association as Agent. The Association is hereby irrevocably appointed as agent and attorney-in-fact for each Owner and for each Institutional First Mortgagees 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.

14.7. Owners' Personal Coverage. The insurance required to be 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 Owner, if such Owner so desires, to purchase and pay for insurance as to all such risks and all other risks not covered by insurance required to be carried by the Association hereunder.

15. RECONSTRUCTION OR REPAIR AFTER CASUALTY.

15.1. Reconstruction or Repair. In the event of a destruction or casualty loss to any of the Improvements, all insurance proceeds payable under the Association's policies shall be collected by the Association's treasurer. If said proceeds are in excess of one hundred thousand dollars ($100,000.00) they shall be immediately paid over to a banking corporation having trust powers selected by the Board of Directors, to be held by such bank in trust to be used for the immediate repair and reconstruction of the damaged Improvements under the supervision and control of the Board of Directors. Said funds shall be disbursed upon written draw requests signed by the president or vice president of the Association as reconstruction progresses. In the event said proceeds are not sufficient to pay the cost of such reconstruction and the trustee's costs and reasonable fees, the Association shall supply sufficient additional funds as a part of the Common Expenses of the Association, including by means of a Special Assessment if necessary to cover the expense. Any surplus of insurance proceeds shall be returned to the Association and added to the Common Surplus. In the event insurance proceeds are less than one hundred

thousand Dollars ($100,000.00), they need not be placed in trust but shall be held by the treasurer and applied directly by the Board of Directors for the above purposes.

15.2. 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, the then applicable building and other codes, and not less than two-thirds (2/3) of the Voting Interests.

15.3. Vote to Terminate Condominium. In the event of a total or substantial destruction of all of the Improvements, the Improvements shall be restored as provided in **Section 15.1** above, unless the Owners of two-thirds (2/3) of the Voting Interests in the Condominium vote to terminate the Condominium and a Majority of Institutional First Mortgagees approve such election. In the event that the Condominium is to be terminated pursuant to this **Section 15.3**, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by the Association, any 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 Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Condominium Property other than that portion of property lying within the boundaries of the Unit), and among affected Owners in proportion to the damage suffered by each such affected Owner, as determined in the sole discretion of the Association; provided, however, that no payment shall be made to an 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.

16. CONDEMNATION.

16.1. Deposit of Awards. The taking of portions of the Condominium 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, which shall be deposited with the Association in accordance with **Section 15.1**. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and in the event of failure to do so, in the discretion of the Association, a Charge shall be made against a defaulting 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.

16.2. Determination of Restoration or Repair or Termination of Condominium. Whether the Condominium will be restored, repaired or terminated after a 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.

16.3. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards 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.

17. USE RESTRICTIONS. The use of the Condominium Property shall be in accordance with the following provisions:

17.1. Occupancy. Each Unit shall be used as a single-family residence only, and no more than 2 persons per bedroom shall be allowed to permanently reside in any one Unit. No business, profession or trade of any type shall be conducted on any Unit. This prohibition shall not be applicable to the Developer with respect to its development of the Condominium Property, its construction, decoration, repair, administration and sale, resale or lease of Units, or its use of Units as models or guest suites. Nothing herein shall be construed to prohibit ownership of a Unit by a corporation, domestic or foreign. A Unit owned or leased by an individual(s), corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families: (i) the individual Unit Owner(s), (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) the permitted occupants under an approved lease or sublease of the Unit (as provided in **Article 18** hereof). The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

17.2. Family and Guest Defined. As used herein, "single-family" or words of similar import shall be deemed to include a spouse, children, parents, brothers, sisters, grandchildren and other persons permanently cohabiting the Unit as, or together with, the Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who are not Owners of the Unit and have a principal residence other than the Unit. Unless otherwise determined by the Board of Directors, and except as provided otherwise in **Article 18** hereof, a person(s) occupying a Unit for more than two (2) weeks without the Unit Owner or a member of his family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purposes of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees.

17.3. Alterations. No structural additions or alterations (except the erection or removal of non-support carrying interior partitions located wholly within Units) to any Unit, the Common Elements, the Limited Common Elements or to the Association Property may be made without the prior written approval of the Board of Directors. Without limiting the generality of **Section 17.22** hereof, no Unit Owner shall cause or allow improvements or changes to his Unit, or to any Limited Common Elements, Common Elements, or Association Property, which could in any way affect the structural, electrical, plumbing or mechanical systems of the Building, without first obtaining the prior written consent of the Association. No spas, hot tubs, whirlpools or similar improvements shall be permitted on any patio, terrace or balcony which is appurtenant to a Unit.

17.4. Nuisances. No portion of the Units, Limited Common Elements or Common Elements shall be used, in whole or in part, for the storage of any property or thing that will

cause it to appear to be in an unclean or untidy condition or that will be obnoxious or unsightly to the eye; nor shall any substance, thing, or material be kept on any portion of the Units or the Limited Common Elements appurtenant thereto that will emit foul or obnoxious odors or cause any noise or other condition that will or might disturb the peace, quiet, safety, comfort, or serenity of the occupants of the Units or surrounding properties. No noxious or offensive activity shall be carried on in any Unit, Limited Common Element, Common Element or other portion of the Condominium Property, nor shall anything be done therein which may be or become an unreasonable annoyance or nuisance to the occupants of any Unit. The Board shall have the right to determine if any equipment, fixture, improvement, materials or activity producing such noise or odor constitutes a nuisance. In particular, during the hours from 11:00 p.m. through 8:00 a.m. no Unit Owner shall play (or permit to be played in its Unit, or in the Limited Common Elements or Common Elements) any musical instrument, phonograph, television, radio or the like in a way that unreasonably disturbs or annoys other Unit Owners or occupants. Additionally, there shall not be maintained therein any plants, animals, devices or things of any sort whose activities or existence is in any way noxious, dangerous, unsightly, unpleasant, or of a nature that may diminish or destroy the enjoyment of the Units, or any other portions of the Condominium Property. No burning of wood, leaves, trash, garbage, or household refuse shall be permitted within the Condominium Property. No activity specifically permitted by this Declaration shall be deemed a nuisance.

17.5. Exterior Improvements. Except with the prior written consent of the Board of Directors, no Owner shall perform or permit any of the following: (i) paint or otherwise change or alter the appearance of any exterior wall, door, window, patio, balcony, terrace or any exterior surface of the Building; (ii) place any sunscreen, blind, shutter or awning on any balcony, patio, terrace or exterior opening of the Building; (iii) place any draperies or curtains at the windows of any Unit facing the exterior of the Unit without a solid white liner acceptable in shade to the Board of Directors; (iv) tint, color or otherwise treat or apply anything to any window which will adversely affect the uniform exterior appearance of the Building in the opinion of the Board of Directors; (v) plant any planting outside of a Unit, provided however, Owners may place moveable plants on their terraces, but not on balcony ledges, and if such planted or potted plants become unsightly in the opinion of the Board, such plants shall be removed; (vi) erect any exterior lights or signs; or (vii) place any signs or symbols in windows. The Developer shall be exempt from the restrictions set forth in this **Section 17.5**.

17.6. Garbage. No rubbish, refuse, garbage or trash shall be allowed to accumulate in places other than the receptacles (garbage dumpters) provided therefor, and each Unit, the Common Elements, the Limited Common Elements and Association Property shall at all times be kept in a clean and sanitary condition. Unit Owners must deposit their trash into sanitary containers, which must be stored in the Unit at all times except on the day designated for trash removal by the local trash removal service. On such days, each Unit Owner must transport his trash container to a trash pickup location designated by the Developer or the Association and must return his trash container to its concealed storage space inside the Unit within twelve (12) hours after the trash is picked up.

17.7. Vehicles. No Owner, tenant or guest shall park any commercial vehicle or truck (as hereinafter defined), boat, camper, motor home, trailer, mobile home or similar vehicle in any parking area (other than completely enclosed in the garage that is part of the Unit for more than twelve (12) consecutive hours or for no more than three (3) periods of (4) four or more hours in any seven (7) day period, except service vehicles during the time they are actually serving a Unit, the Common Elements, the Limited Common Elements or the Association Property. The words "commercial vehicle or truck" shall be deemed to exclude any pickup truck or similar vehicle having a capacity of less than three-quarters of a ton, used for personal noncommercial transportation purposes and not exhibiting any commercial equipment or cargo, and shall further exclude any automobile bearing a small sized sign with a business name. No vehicle which cannot operate on its own power shall be permitted on the Condominium Property. Washing or repairing vehicles on the Condominium Property is prohibited.

17.8. Leases. No lease of a Unit shall be for less than the entire Unit. No lease of a Unit shall be for a period of less than seven (7) consecutive months, and no more than two (2) leases of a Unit shall commence in any one calendar year. During the time a Unit is leased or occupied by others, the Owner thereof shall not have the right to use the Common Elements, the Limited Common Elements, the Association Property, and facilities except as a guest of another Owner or lessee, or to enforce its rights as landlord pursuant to Chapter 83, Florida Statutes. All Limited Common Elements appurtenant to a Unit may be leased only in connection with the lease of such Unit. Any lessee of a Unit must adhere to all provisions of this Declaration, the Articles of Incorporation, the Bylaws, the rules and regulations of the Association, and any other applicable provisions of any other agreement, document or instrument governing the Condominium, or administered by the Association, or any other applicable governmental law, rule or regulation. Owners wishing to lease their Units shall be jointly and severally liable to the Association with the lessees of their Unit for any amount which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by or which is the responsibility of such lessee.

17.9. Animals. Except as provided under the rules and regulations promulgated by the Association, no Owner or Occupant shall keep, raise or breed any pet or other animal, livestock or poultry upon any portion of the Condominium Property; provided, however, an Owner or Occupant is permitted to keep up to two (2) dogs or two (2) cats or one (1) dog and one (1) cat; however, under no circumstances will any dog whose breed is noted for its viciousness or ill-temper, in particular, the "Pit Bull" (as hereinafter defined), Rottweiler, Mastiff, Presa Canario, or any crossbreeds of such breeds, be permitted on any portion of the Condominium Property. A "Pit Bull" is defined as any dog that is an American Pit Bull Terrier, American Staffordshire Terrier, Staffordshire Bull Terrier, or any dog displaying a majority of the physical traits of any one (1) or more of the above breeds, or any dog exhibiting those distinguishing characteristics which substantially conform to the standards established by the American Kennel Club or United Kennel Club for any of the above breeds. No exotic pet or any animal of any kind that has venom or poisonous defense or capture mechanisms, or which, if let loose, would constitute vermin, shall be allowed on any portion of the Condominium Property. Trained seeing-eye dogs will be permitted for those persons holding certificates of blindness and necessity. Other animals

will be permitted if such animals serve as physical aides to handicapped persons and such animals have been trained or provided by an agency or service qualified to train and provide such animals. The guide or assistance animal will be kept in the direct custody of the assisted person or the qualified person training the animal at all times when on the Condominium Property and the animal shall wear and be controlled by a harness or orange-colored leash and collar. Pets may not be kept, bred or maintained for any commercial purpose. Any pet must be temporarily caged, carried or kept on a leash when outside of a Unit. No pet shall be kept tied outside a Unit or on any patio, terrace or balcony unless someone is present in the Unit. No dogs will be curbed in any landscaped area or close to any walk, but only in special areas designated by the Board, if any, provided this statement shall not require the Board to designate any such area. An Owner shall immediately pick up and remove any solid animal waste deposited by his pet. The Owner shall compensate any person hurt or bitten by his or her pet and shall indemnify the Association and hold it harmless against any loss or liability of any kind or character whatsoever arising from or growing out of having any animal within the Condominium Property. If a dog or any other animal becomes obnoxious to other Owners by barking or otherwise, the Owner thereof must cause the problem to be corrected; or, if it is not corrected, the Owner, upon written notice by the Association, will be required to permanently remove the animal from the Condominium Property. The Association may promulgate rules and regulations from time to time designating other rules as necessary to regulate pets.

17.10. Flooring. No hard surfaced flooring without adequate padding or sound proofing materials shall be installed in a Unit, without the prior written approval of the Board of Directors. In addition to the foregoing, the Association may promulgate through rules, additional requirements with respect to the specifications of the flooring that may be installed in Units and the methodology for installation of the same. No alteration or change shall be made to the floor of any Limited Common Element without obtaining the prior written approval of the Board of Directors. Only white or off white marble or ceramic title may be installed on the floors of balconies, terraces or patios appurtenant to Units without the prior approval of the Board of Directors.

17.11. Antennas, Satellite Dishes. No Owner may install any antenna, satellite dish or other transmitting, receiving or telecommunications apparatus in or upon his or her Unit or the Limited Common Elements appurtenant thereto, unless such Owner shall have obtained the prior written approval of the Board of Directors with respect to the location, appearance, manner of installation, operation, maintenance and proper screening (which may include screening by use of artificial plants).

17.12. Children. Children shall be permitted to be occupants of Units.

17.13. Firearms. The discharge of firearms within the Condominium Property is prohibited. The term "firearms" includes "B-B" guns, pellet guns, and other firearms of all types, regardless of size.

17.14. Signs. No sign, poster, display, billboard or other advertising device of any kind including, without limitation, "FOR SALE", "FOR RENT", "FOR LEASE", security service or

construction signs shall be displayed on any portion of the Units, Limited Common Elements or Common Elements, without the prior written consent of the Association, except (a) signs, regardless of size, used by the Developer, or a party developing or marketing any portion of the Condominium Property on behalf of the Developer, including signs used for construction or repairs, advertising, marketing, promotion, sales, re-sales or leasing activities, (b) signs installed as part of the initial construction of the Units or other Improvements and replacements of such signs (similar or otherwise), and (c) bulletin boards, entrance, directional, informational and similar signs used by the Association. Any approval granted by Developer pursuant to this **Section 17.14** shall be determined conclusive and binding upon the Association.

17.15. Lighting. Except for seasonal decorative lights, which may be displayed between December 15 and January 15 only and in compliance with any regulations of the Association promulgated with respect thereto, the use and nature of all exterior lights and exterior-electrical outlets must be first approved in writing by the Association.

17.16. Exterior Sculpture and Similar Items. Exterior sculpture, flags, and similar items must be approved by the Association; provided, however, that nothing herein shall prohibit the appropriate display of one portable, removable United States flag in a respectful way, or the display in a respectful way on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, of portable, removable official flags, not larger than 4 1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

17.17. Air Conditioning Units. No window or wall mounted air conditioning units may be installed in any Unit.

17.18. Hurricane Protection. No type of hurricane protection may be installed in or around the Units or the Limited Common Elements appurtenant thereto, other than hurricane shutters or other hurricane protection approved by the Association, which shall be installed or affixed in a manner approved by the Association, provided, however, that no hurricane shutter or other enclosures will be installed so as to enclose any portion of a balcony, terrace, patio or other area not protected by fire sprinklers installed during construction of the Improvements. Approved hurricane shutters and similar equipment shall be kept in an open position, except during periods of hurricane or tropical storm watches or warnings. Each Unit Owner who is not a permanent occupant of the Unit shall appoint an agent to be available during the hurricane season if needed and shall notify the Association of the name, address and telephone number of such person. Owners who will be absent from the Unit, shall do likewise for and during the periods of their absences.

17.19. Hazardous Substances. No flammable, combustible or explosive fluids, chemicals or other substances may be kept in any Unit, Limited Common Elements or Common Elements, except such as are generally used for normal household purposes. No electric, gas, charcoal or other cooking devices, or outside cooking, are permitted on any patio, terrace or balcony.

17.20. Play Equipment, Strollers, Etc. Bicycles, tricycles, scooters, skateboards, and other play equipment, baby strollers and similar items shall not at any time be left in the hallways or other Common Elements or in the Limited Common Elements (including balconies, terraces and patios), except for those areas, if any, specifically designated by the Association as a storage area for such items.

17.21. Documents. Each Owner shall be obligated to deliver the documents received from the Developer, or from any prior Owner, containing this Declaration and any other declarations and documents, and any modifications and amendments thereto, to any purchaser or grantee of his Unit.

17.22. Additions, Alterations or Improvements by Owners.

17.22.1. Consent of the Board Directors. No Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, any exterior portion of the Building, any Limited Common Element or to any Unit without the prior written consent of the Board of Directors of the Association. The Board shall have the obligation to answer, in writing, any written request by a 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 any contractor or subcontractor to perform the work and requiring the Owner to obtain insurance (from an insurance company acceptable to the Board) naming the Developer and the Association as additional insureds, and containing such limits, deductible, terms and conditions as are determined by the Board in its sole discretion. The proposed additions, alterations and improvements by the Owners shall be made in compliance with all laws, rules, ordinances, permits 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. The Association shall have the right to enter into a Unit at reasonable times and reasonable advance notice in order to prevent damage to the other Units within the Condominium Property or to the Common Elements. Once approved by the Board of Directors in good faith, such approval may not be revoked. An 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 an assigns, as appropriate, to hold the Association, the Developer and all other Owners harmless from and to indemnify them for any liability or damage to the Condominium Property or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after the date of commencing the installation or construction thereof as may be required by the Association. The Board's right 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 or any other remedy from the Developer or the Association arising out of the Board's review of any plans hereunder. Without limiting the generality of the foregoing, the Board shall not be responsible for reviewing, and its review of any plans shall not 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 attorney's fees and court costs at all trial and appellate levels), arising out of any review of plans by the Board.

17.22.2. Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of **Section 17.22.1** shall not apply to the Developer or to the Developer owned Units. Subject to the terms of **Article 20** hereof and compliance with the Condominium Act (including, without limitation, Section 718.110(4) thereof) the Developer shall have the additional right to (a) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and in, to and upon any Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements), and (b) expand, alter or add to all or any part of the recreational facilities.

17.23. Miscellaneous Restrictions.

17.23.1. No use of a Unit may violate any laws, ordinances or regulations of any governmental body.

17.23.2. All Owners, their tenants, guests and invitees shall conform to and abide by this Declaration, the Articles, the Bylaws and the rules and regulations in regard to the use of the Units, the Common Elements, the Limited Common Elements or the Association Property, which rules and regulations may be adopted from time to time by the Board of Directors. Owners shall be responsible and liable to the Association for any costs, fees or expenses which are incurred by the Association to effect such repairs or to pay any claim for injury or damage to person or property caused by the Owner, its tenants, guests or invitees.

17.23.3. No Owner shall permit or suffer anything to be done or kept in his Unit, the Common Elements, the Limited Common Elements or the Association Property which will increase insurance rates on the other Units, the Common Elements, Limited Common Elements or Association Property.

17.23.4. No laundry, garments or unsightly objects shall be placed where visible from outside of the Unit.

17.23.5. No obstruction of the common way of ingress to, or egress from, the other Units, the Common Elements, the Limited Common Elements assigned to more than one (1) Unit, or the Association Property shall be permitted.

17.23.6. No Owner shall allow anything to remain in or on the Common Elements, Limited Common Elements or Association Property which would be unsightly, hazardous, or a nuisance.

17.23.7. The enclosure of terraces, patios or balconies (or any portion thereof) of any Unit shall not be permitted.

17.23.8. No Owner may use or permit the use of the Common Elements, the Limited Common Elements or the Association Property in such a manner as to abridge the rights of the other Owners entitled to their use and enjoyment.

17.24. Relief by Association. The Association shall have the power in its sole discretion (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this **Article 17** for good cause shown as determined by the Association in its sole discretion.

17.25. Effect on Developer. Subject to the following exceptions, the restrictions and limitations set forth in this **Article 17** shall not apply to the Developer or to Units owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to pet restrictions, occupancy of Units based on age, and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance, sales, resales, leasing and marketing activities.

18. TRANSFER OF DEVELOPER-OWNED UNITS TO ASSOCIATION. At any time and from time to time, including after the Developer has turned over control of the Association to the Unit Owners, the Developer shall have the right to transfer to the Association by quit claim deed any Unit owned by the Developer; whereupon, the Association shall accept delivery of the quit claim deed and take such title to the Unit as is conveyed thereby subject to all matters of public record and any unrecorded leases of the Unit. The Association shall pay all closing costs associated with the transfer of title to any such Unit, including, without limitation, documentary stamp taxes and other transfer taxes, recording fees, title examination fees, closing fees, escrow fees, legal fees, and title insurance premiums. All closing costs associated with the transfer of title to a Unit from the Developer to the Association shall be a Common Expense that shall be deemed to have accrued after the transfer of title to the Unit. From and after the transfer of any Unit to the Association under this Section 18, the Association shall be responsible for any and all taxes and Assessments against the Unit, and for the maintenance, insurance and administrative costs associated with the Unit, all of which shall be Common Expenses.

19. RIGHTS OF DEVELOPER. In addition to all other rights reserved to the Developer by other provisions of this Declaration, the Developer hereby reserves unto itself the rights set forth below:

19.1. Election of Directors. The Developer shall have the right to elect the directors of the Association in accordance with the provisions of this Declaration and the Articles of Incorporation.

19.2. Completion of Construction. It is recognized that at the date hereof, construction of all of the Improvements and the Units contemplated by the survey and plot plan described in **Exhibit "B"** may not be completed. Developer expressly reserves every right, license, easement and privilege necessary or desirable in the Condominium Property generally, for the purpose of constructing and completing all Improvements within the Condominium Property and the Units, and effecting the sale, re-sale or leasing of all of the Units.

19.3. Use of Common Elements During Construction. During such time as the Developer is in the process of construction on any portion of the Condominium Property, the Developer reserves the right to prohibit access to any portion of the Common Elements of the Condominium Property to any Owners, tenants, subtenants, their guests or invitees, and to utilize various portions of the Condominium Property in connection with such construction and development. No Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, contractors, suppliers and others engaged the construction, in such construction activities.

20. AMENDMENTS.

20.1. Amendments by 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 either by a majority of the Board of Directors or by not less than one-third (1/3) of the Owners. Except as otherwise specifically provided in this Declaration, approvals of proposed amendments must be by an affirmative vote, in person or by proxy, representing not less than two-thirds (2/3) of all Voting Interests in the Condominium. A Director may submit in writing his approval or disapproval with any action taken at a meeting he did not attend; provided, however, that such the agreement or disagreement may not be counted as a vote for or against the action taken, and may not be used to establish a quorum. The Articles of Incorporation and Bylaws may be amended as provided therein.

20.2. Material Amendments. No amendment of this Declaration shall change the configuration or size of any Unit in any material fashion; materially alter or modify the appurtenances to any Unit; or, after all Phases have been added to the Condominium Property by amendment to this Declaration or after Developer has given notice to Unit Owners in each existing Phase that the remaining Phases will not be added to the Condominium Property, change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (each such change or alteration being a "**Material Amendment**") unless the record Owner(s) thereof and all record owners affected thereby of mortgages or other liens thereon shall join in the execution of the amendment, and the amendment is otherwise approved by a majority of the Voting Interests in the Condominium. The acquisition of property by the Association, material alterations or substantial additions to

such property or the Common Elements by the Association 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.

20.3. Mortgagee's Consent. No amendment to this Declaration 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", "Termination of Condominium" 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.

20.4. Water Management District Consent. Any amendment to this Declaration that alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior written approval of the Water Management District.

20.5. Developer Amendments. Notwithstanding anything contained in this Declaration 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: (a) to permit time-share estates; or (b) to effect a "Material Amendment", which must be approved, if at all, in the manner set forth in **Section 20.2** above. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the prior written consent of the Developer in each instance. Notwithstanding the foregoing, the Developer shall also have the right to amend this Declaration as provided in Section 3.2 hereof without the joinder or consent of any Unit Owner or the Association and to unilaterally amend this Declaration to add land consisting of any one or more of Phases 2 through 11 to the Condominium for seven (7) years from the date of recording of this Declaration, thereafter the proposed Phases 2 through 11, or any one or more of them, may be added to the Condominium with the proper vote of the Association and Unit Owners in accordance with applicable law.

20.6. Execution and Recording. An amendment, other than amendments made by the Developer alone pursuant to the Condominium 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 certificate 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 property adopted amendment.

21. TERMINATION OF CONDOMINIUM. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Condominium Act is authorized by a vote of Owners owning at least three fourths (3/4) of the Voting Interests in the Association 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 Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to an Owner until 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) days following such recordation, provide the Division with a copy of such recorded certificate. This **Section 21** may not be amended without the consent of the Primary Institutional First Mortgagee and without the consent of the Developer as long as the Developer owns any Unit.

22. ADDITIONAL RIGHTS OF MORTGAGEES AND OTHERS.

22.1. 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 of Incorporation; (c) the Bylaws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.

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

22.2.1. any condemnation or casualty loss affecting a material portion of the Condominium Property or Association Property or the affected mortgaged Unit;

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

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

22.2.4. any proposed action which requires the consent of a specified number of mortgage holders.

22.3. 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.

22.4. Water Management District. The Water Management District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration that relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

23. SEVERABILITY. The invalidity in whole or in part of any covenant or restriction, or any paragraph, section, subsection, sentence, clause, phrase or word, or other provisions of this Declaration, the Articles of Incorporation, Bylaws and rules and regulations, as any or all may be amended from time to time, of the Association shall not affect the validity of the remaining portions.

24. SUITS AND ARBITRATION. Prior to the institution of litigation in connection with any claims, demands, disputes, controversies and differences that may arise regarding this Condominium or the provisions, conditions or restrictions contained in this Declaration, the Articles or Bylaws of the Association, or any rules or regulations adopted by the Board of Directors, by the Association or any Owner, the parties shall petition the Division for nonbinding arbitration, as provided in Section 718.1255 of the Condominium Act.

25. 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 this Declaration, 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 to injunctive relief, money damages or both, in addition to the remedies provided by statute and common law and other remedies elsewhere provided herein. In any such legal or equitable action or proceeding, the prevailing party shall be entitled to recover his costs and expenses, including reasonable attorneys' fees to be determined by the court, including appellate proceedings.

26. DISCLAIMER OF WARRANTIES. DEVELOPER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS OF ANY KIND, AS TO CONTINUANCE OF ANY PARTICULAR VIEW (IT BEING UNDERSTOOD AND AGREED THAT CONSTRUCTION ON ANY ADJACENT PROPERTIES MAY OBSTRUCT OR ALTER SUCH VIEW), DESIGN, CONSTRUCTION, SOUND TRANSMISSION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM PROPERTY, EXCEPT ONLY THOSE SET FORTH IN SECTION 718.203 OF THE CONDOMINIUM ACT, TO THE EXTENT APPLICABLE AND TO THE EXTENT THAT SAME HAVE NOT EXPIRED BY THEIR TERMS. AS TO SUCH WARRANTIES WHICH CANNOT BE DISCLAIMED, AND TO OTHER CLAIMS, IF ANY, WHICH CAN BE MADE AS TO THE AFORESAID MATTERS, ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARISING THEREFROM ARE HEREBY DISCLAIMED. ALL OWNERS, BY VIRTUE OF 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.

27. VIEWS. Each Unit Owner, by accepting a deed or other instrument or conveyance or lease of Unit, acknowledges and agrees that Developer makes no representation or warranty regarding any particular views from the Unit or Condominium (collectively, the **"Views"**). Each Unit Owner understands and agrees that neither the Unit Owners nor the Condominium itself have any rights to such Views. Due to the fact that the Condominium is located in an urban area, demolition or construction of buildings and other structures within the immediate area or within the Views of the Unit or the Condominium may occur. Such construction of other buildings and structures may block, obstruct, shadow or otherwise affect Views which may currently be visible from the Condominium or the Unit. Therefore each Unit Owner, by acceptance of a deed or other instrument of conveyance or a lease of a Unit, agrees to release Developer and every affiliate of Developer from and against any and all losses, claims, demands, damages, costs and expenses of whatever nature or kind, including attorneys' fees and costs and appellate fees and costs, related to or arising out of any claim against Developer or its affiliates related to Views. Each Unit Owner further acknowledges and agrees that Developer or an affiliate of Developer may acquire real property adjacent to, or within the vicinity of, the Condominium, and each Unit Owner agrees that Developer has made no representations or warranties regarding the use of such property or how such property may be developed.

28. MISCELLANEOUS.

28.1. Name. The Developer reserves the right to use the names "VIA LAGO AT HANGING MOSS", "VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, "VIA LAGO AT HANGING MOSS, A CONDOMINIUM" and all similar names in connection with any future real estate developments and business enterprises.

28.2. Notices. All notices to the Association required or desired hereunder or under the Bylaws, the Articles of Incorporation or the rules and regulations of the Association shall be sent

by certified mail, return receipt requested, (or if originating from out of the United States, by recognized overnight courier, such as Federal Express, DHL etc.) to the Association in care of its office at the Condominium, or to such other address as the Board may hereafter designate from time to time by notice in writing to all Owners. Except as provided specifically in the Condominium Act, all notices to any Owner shall be sent by first class mail to the Condominium address of such Owner, or such other address as may have been designated by him 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 5 business days after proper mailing, whichever shall first occur.

28.3. Interpretation. 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.

28.4. 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.

28.5. 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.

28.6. Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a vice-president may be substituted therefor, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.

28.7. 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.

28.8. Waiver. The failure of the Association or any 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.

28.9. Ratification. Each 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 of Incorporation of Incorporation and Bylaws of the Association, and applicable rules and regulations, as amended from time to time, are fair and reasonable in all material respects.

28.10. 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 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 27.10** may not be amended without the consent of the Developer.

28.11. 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.

28.12. 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.

28.13. 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 a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium 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:

28.13.1. 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 Condominium Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof;

28.13.2. 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, the County or any other jurisdiction or the prevention of tortious activities; and

28.13.3. The provisions of the Association Documents setting forth the uses of Assessments which relate to health, safety 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.

28.13.4. 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 Condominium Property (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 and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

Signature Page Follows This Page

Remainder of Page is Intentionally Blank

IN WITNESS WHEREOF, a duly authorized officer of the undersigned Developer have executed this Declaration under seal, as of this 16th day of October, 2007.

Signed, sealed, and delivered
in the presence of:

Witness Signature
Printed Name: Katherine H Anderson

Witness Signature
Printed Name: Diane M Triana

DEVELOPER:
M/I HOMES OF ORLANDO, LLC
a Florida limited liability company

By: _____
William B. Wheaton
Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 16th day of October 2007, by William B. Wheaton, as Vice President of M/I Homes of Orlando, LLC, a Florida limited liability company. He (check one): ✓ is personally known by me, or _____ has produced _____ as identification.

(NOTARIAL SEAL)

Print Name: Colleen Kay Maguire
My Commission Expires: March 8, 2008
Commission Number DD297178

COLLEEN KAY MAGUIRE
MY COMMISSION # DD 297178
EXPIRES: March 8, 2008
Bonded Thru Notary Public Underwriters

JOINDER OF ASSOCIATION

The VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby joins in and consents to the foregoing Declaration of Condominium and hereby agrees to the provisions thereof and assumes the obligations imposed upon it therein.

IN WITNESS WHEREOF, the undersigned has caused this joinder to be executed in its name by its duly authorized officer and caused its corporate seal to be hereunto affixed this 16th day of October, 2007

Signed, sealed and delivered
In the presence of:

Diane M Triana
Print Name: Diane M Triana

Colleen Kay Maguire
Print Name: Colleen Kay Maguire

VIA LAGO AT HANGING MOSS
CONDOMINIUM ASSOCIATION, INC.

By: Katherine H Anderson
Katherine H. Anderson
Title: President

Attest: Sylvia C McCook
Sylvia C. McCook
Secretary

STATE OF FLORIDA
COUNTY OF SEMINOLE

The foregoing instrument was acknowledged before me this 16th day of October, 2007 by Katherine H. Anderson and Sylvia C. McCook,as President and Secretary, respectively, of VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, on behalf of the corporation who are personally known to me or who has produced _____ as identification and who has not taken an oath.

(NOTARIAL SEAL)

COLLEEN KAY MAGUIRE
MY COMMISSION # DD 297178
EXPIRES: March 8, 2008
Bonded Thru Notary Public Underwriters

Colleen Kay Maguire
Print Name: Colleen Kay Maguire
My Commission Expires: March 8, 2008
Commission Number DD297178

EXHIBIT A-1 TO DECLARATION

LEGAL DESCRIPTION

OF

PHASES 1 AND 9 (THE "INITIAL PHASES")

PHASE 1

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

BEGIN at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; said point lying on the northerly right-of-way line of Hanging Moss Road; thence run S 88°20'30" W, along said northerly right-of-way line, a distance of 196.54 feet; thence run N 01°39'30" W, a distance of 90.00 feet; thence run S 88°20'30" W, a distance of 36.00 feet; thence run N 01°39'30" W, a distance of 73.00 feet; thence run S 88°20'30" W, a distance of 70.00 feet; thence run N 01°39'30" W, a distance of 97.00 feet; thence run S 88°20'30" W, a distance of 76.89 feet; thence run N 01°39'30" W, a distance of 20.00 feet; thence run N 88°20'30" E, a distance of 79.41 feet; thence run N 01°51'59" W, a distance of 11.92 feet; thence run N 88°08'01" E, a distance of 55.77 feet; thence run N 01°51'59" W, a distance of 361.70 feet to a point of curvature of a curve, concave southwesterly, having a radius of 38.00 feet and a central angle of 38°06'51"; thence run northwesterly, along the arc of said curve, a distance of 25.28 feet to the point of tangency thereof; thence run N 39°58'50" W, a distance of 175.08 feet; thence run N 50°01'10" E, a distance of 24.00 feet; thence run S 39°58'50" E, a distance of 83.05 feet to a point of curvature of a curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 90°00'00"; thence run southeasterly, along the arc of said curve, a distance of 54.98 feet to a point; thence run N 50°01'10" E, a distance of 164.19 feet to a point of curvature of a curve, concave southwesterly, having a radius of 62.00 feet and a central angle of 126°40'10"; thence run easterly, along the arc of said curve, a distance of 137.07 feet to a point; thence run N 88°09'08" E, a distance of 10.96 feet to a point on the North-South center Section line of said Section 15; thence run S 01°50'52" E, along said North-South center Section line, a distance of 191.32 feet; thence run S 88°09'08" W, a distance of 23.15 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 62.00 feet and a central angle of 53°19'52"; thence on a chord bearing of S 61°28'05" W, run 57.71 feet along the arc of said curve to the point of tangency thereof; thence run S 88°08'01" W, a distance of 111.57 feet to a point of curvature of a curve,

concave southeasterly, having a radius of 35.00 feet and a central angle of 20°03'04"; thence run southwesterly, along the arc of said curve, a distance of 12.25 feet to a point; thence run S 01°51'59" E, a distance of 208.03 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 20°03'04"; thence on a chord bearing of S 81°50'27" E, run 12.25 feet along the arc of said curve to a point; thence run N 88°08'01" E, a distance of 184.36 feet to a point on the aforesaid North-South center Section line of Section 15; thence run S 01°50'52" E, along said North-South center Section line, a distance of 24.00 feet; thence run S 88°08'01" W, a distance of 184.36 feet to a point of curvature of a curve, concave southeasterly, having a radius of 35.00 feet and a central angle of 20°03'04"; thence run southwesterly, along the arc of said curve, a distance of 12.25 feet to a point; thence run S 01°51'59" E, a distance of 81.85 feet to a point of curvature of a curve, concave northeasterly, having a radius of 15.00 feet and a central angle of 34°19'39"; thence run southeasterly, along the arc of said curve, a distance of 8.99 feet to the point of tangency thereof; thence run S 36°11'38" E, a distance of 17.13 feet to a point of curvature of a curve, concave southwesterly, having a radius of 85.00 feet and a central angle of 34°43'48"; thence run southeasterly, along the arc of said curve, a distance of 51.52 feet to the point of tangency thereof; thence run S 01°27'50" E, a distance of 54.53 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 20°29'46"; thence on a chord bearing of S 81°37'06" E, run 12.52 feet along the arc of said curve to a point; thence run N 88°08'01" E, a distance of 157.34 feet to a point on the aforesaid North-South center Section line of Section 15; thence run S 01°50'52" E, along said North-South center Section line, a distance of 149.16 feet to the ***POINT OF BEGINNING***.

LESS AND EXCEPT THE FOLLOWING:

Phase 6

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 720.28 feet; thence run S 88°09'08" W, a distance of 30.91 feet for the ***POINT OF BEGINNING***; thence run S 01°51'59" E, a distance of 61.00 feet to a point of curvature of a curve, concave northwesterly, having a radius of 38.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 59.69 feet to the point of tangency thereof; thence run S 88°08'01" W, a distance of 115.58 feet to a point of curvature of a curve, concave northeasterly, having a radius of

35.00 feet and a central angle of 40°48'20"; thence run northwesterly, along the arc of said curve, a distance of 24.93 feet to a point; thence run N 01°51'59" W, a distance of 7.08 feet to a point of curvature of a curve, concave northeasterly, having a radius of 30.00 feet and a central angle of 40°19'22"; thence run northwesterly, along the arc of said curve, a distance of 21.11 feet to a point; thence run N 01°51'59" W, a distance of 63.52 feet; thence run N 49°57'23" E, a distance of 0.78 feet; thence run N 88°08'01" E, a distance of 177.96 feet to the ***POINT OF BEGINNING***.

Containing a total of 2.58 acres, more or less.

PHASE NINE

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 1098.15; thence run S 50°01'10" W, a distance of 457.26 feet for the ***POINT OF BEGINNING***; thence run S 39°58'50" E, a distance of 175.08 feet to a point of curvature of a curve, concave southwesterly, having a radius of 38.00 feet and a central angle of 38°06'51"; thence run southeasterly, along the arc of said curve, a distance of 25.28 feet to the point of tangency thereof; thence run S 01°51'59" E, a distance of 59.01 feet; thence run S 88°08'01" W, a distance of 104.00 feet; thence run N 01°51'59" W, a distance of 35.85 feet; thence run N 39°52'51" W, a distance of 152.57 feet; thence run N 50°01'10" E, a distance of 103.96 feet to the ***POINT OF BEGINNING***.

Containing 0.54 acres, more or less.

EXHIBIT A-2 TO DECLARATION

LEGAL DESCRIPTION

OF

PHASES 2 THROUGH 8, 10 AND 11

PHASE TWO

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 149.16 feet for the ***POINT OF BEGINNING***; thence run S 88°08'01" W, a distance of 157.34 feet to a point of curvature of a curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 20°29'46"; thence run northwesterly, along the arc of said curve, a distance of 12.52 feet to a point; thence run N 01°27'50" W, a distance of 54.53 feet to a point of curvature of a curve, concave southwesterly, having a radius of 85.00 feet and a central angle of 34°43'48"; thence run northwesterly, along the arc of said curve, a distance of 51.52 feet to a point; thence run N 88°08'01" E, a distance of 184.05 feet to a point on the aforesaid North-South center Section line of said Section 15; thence run S 01°50'52" E, along said North-South center Section line, a distance of 105.28 feet to the ***POINT OF BEGINNING***.

Containing 0.41 acres, more or less.

PHASE THREE

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 254.44 feet for the ***POINT OF BEGINNING***; thence run S 88°08'01" W, a distance of 184.05 feet; thence run N 36°11'38" W, a distance of 17.13 feet to a point of curvature of a curve, concave northeasterly, having a radius of 15.00 feet and a

central angle of 34°19'39"; thence run northwesterly, along the arc of said curve, a distance of 8.99 feet to the point of tangency thereof; thence run N 01°51'59" W, a distance of 81.85 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 35.00 feet and a central angle of 20°03'04"; thence on a chord bearing of N 78°06'29" E, run 12.25 feet along the arc of said curve to the point of tangency thereof; thence run N 88°08'01" E, a distance of 184.36 feet; thence run S 01°50'52" E, a distance of 106.58 feet to the ***POINT OF BEGINNING***.

Containing 0.48 acres, more or less.

PHASE FOUR

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 385.01 feet for the ***POINT OF BEGINNING***; thence run S 88°08'01" W, a distance of 184.36 feet to a point of curvature of a curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 20°03'04"; thence run northwesterly, along the arc of said curve, a distance of 12.25 feet to a point; thence run N 01°51'59" W, a distance of 104.02 feet; thence run N 88°09'08" E, a distance of 196.40 feet to a point on the aforesaid North-South center Section line of said Section 15; thence run S 01°50'52" E, along said North-South center Section line, a distance of 106.08 feet to the ***POINT OF BEGINNING***.

Containing 0.48 acres, more or less.

PHASE FIVE

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 491.09 feet for the ***POINT OF BEGINNING***; thence run S 88°09'08" W, a distance of 196.40 feet; thence run N 01°51'59" W, a distance of 104.01 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 35.00 feet and a central angle of 20°03'04"; thence on a chord bearing of N 78°06'29" E, run 12.25 feet

along the arc of said curve to the point of tangency thereof; thence run N 88°08'01" E, a distance of 111.57 feet to a point of curvature of a curve, concave northwesterly, having a radius of 62.00 feet and a central angle of 53°19'52"; thence run northeasterly, along the arc of said curve, a distance of 57.71 feet to a point; thence run N 88°09'08" E, a distance of 23.15 feet to a point on the aforesaid North-South center Section line of said Section 15; thence run S 01°50'52" E, along said North-South center Section line, a distance of 131.16 feet to the ***POINT OF BEGINNING***.

Containing 0.51 acres, more or less.

PHASE SIX

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 720.28 feet; thence run S 88°09'08" W, a distance of 30.91 feet for the ***POINT OF BEGINNING***; thence run S 01°51'59" E, a distance of 61.00 feet to a point of curvature of a curve, concave northwesterly, having a radius of 38.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 59.69 feet to the point of tangency thereof; thence run S 88°08'01" W, a distance of 115.58 feet to a point of curvature of a curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 40°48'20"; thence run northwesterly, along the arc of said curve, a distance of 24.93 feet to a point; thence run N 01°51'59" W, a distance of 7.08 feet to a point of curvature of a curve, concave northeasterly, having a radius of 30.00 feet and a central angle of 40°19'22"; thence run northwesterly, along the arc of said curve, a distance of 21.11 feet to a point; thence run N 01°51'59" W, a distance of 63.52 feet; thence run N 49°57'23" E, a distance of 0.78 feet; thence run N 88°08'01" E, a distance of 177.96 feet to the ***POINT OF BEGINNING***.

Containing 0.40 acres, more or less.

PHASE 7

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 813.57 feet for the ***POINT OF BEGINNING***; thence run S 88°09'08" W, a distance of 10.96 feet to a point on a non-tangent curve, concave southwesterly, having a radius of 62.00 feet and a central angle of 126°40'10"; thence on a chord bearing of N 66°38'45" W, run 137.07 feet along the arc of said curve to the point of tangency thereof; thence run S 50°01'10" W, a distance of 50.99 feet; thence run N 39°58'50" W, a distance of 118.05 feet; thence run N 50°01'10" E, a distance of 285.06 feet to a point on the aforesaid North-South center Section line of said Section 15; thence run N 01°50'52" W, along said North-South center Section line, a distance of 284.58 feet to the ***POINT OF BEGINNING***.

Containing 0.76 acres, more or less.

PHASE EIGHT

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 1098.15; thence run S 50°01'10" W, a distance of 285.06 feet for the ***POINT OF BEGINNING***; thence run S 39°58'50" E, a distance of 118.05 feet; thence run S 50°01'10" W, a distance of 113.20 feet to a point of curvature of a curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 90°00'00"; thence run northwesterly, along the arc of said curve, a distance of 54.98 feet to the point of tangency thereof; thence run N 39°58'50" W, a distance of 83.05 feet; thence run N 50°01'10" E, a distance of 148.20 feet to the ***POINT OF BEGINNING***.

Containing 0.40 acres, more or less.

PHASE TEN

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:
Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 1098.15; thence run S 50°01'10" W, a distance of 561.22 feet; thence run S 39°52'51 W, a distance of 152.57 feet; thence run S 01°51'59" E, a distance of 35.85 feet for the ***POINT OF BEGINNING***; thence run N 88°08'01" E, a distance of 104.00 feet; thence run S 01°51'59" E, a distance of 153.84 feet; thence run S 88°08'01" W, a distance of 104.00 feet; thence run N 01°51'59" W, a distance of 153.84 feet to the ***POINT OF BEGINNING***.

Containing 0.37 acres, more or less.

PHASE ELEVEN

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; said point lying on the northerly right-of-way line of Hanging Moss Road; thence run S 88°20'30" W, along said northerly right-of-way line, a distance of 196.54 feet; thence run N 01°39'30" W, a distance of 90.00 feet; thence run S 88°20'30" W, a distance of 36.00 feet; thence run N 01°39'30" W, a distance of 73.00 feet; thence run S 88°20'30" W, a distance of 70.00 feet; thence run N 01°39'30" W, a distance of 97.00 feet; thence run S 88°20'30" W, a distance of 76.89 feet; thence run N 01°39'30" W, a distance of 20.00 feet; thence run N 88°20'30" E, a distance of 31.18 feet for the ***POINT OF BEGINNING***; thence run N 01°51'59" W, a distance of 160.59 feet; thence run N 88°08'01" E, a distance of 104.00 feet; thence run S 01°51'59" E, a distance of 148.84 feet; thence run S 88°08'01" W, a distance of 55.77 feet; thence run S 01°51'59" E, a distance of 11.92 feet; thence run S 88°20'30" W, a distance of 48.23 feet to the ***POINT OF BEGINNING***.

Containing 0.37 acres, more or less.

EXHIBIT B TO DECLARATION

SURVEY, PLOT PLAN AND FLOOR PLANS

OF

VIA LAGO AT HANGING MOSS, A CONDOMINIUM

PHASES 1 THROUGH 11

CONDOMINIUM BOOK	PAGE

VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East

Orange County, Florida

Certificate of Surveyor

The undersigned, being a surveyor licensed to practice in the State of Florida, does hereby certify that the construction of the improvements in PHASES 1 and 9 of VIA LAGO CONDOMINIUM, described in this survey, plot plan, and graphic description of improvements, consisting of 41 sheets, is substantially complete so that such materials, together with the provisions of the Declaration of Condominium for VIA LAGO CONDOMINIUM to which this survey exhibit is attached, and supplements thereto describing the condominium property, are an accurate representation of the improvements, and further that the identification, location and dimensions of each unit can be determined from these materials. The undersigned certifies that the construction of proposed Phases 2 through 8 and Phases 10 through 11, inclusive, of VIA LAGO CONDOMINIUM, described in these materials is not substantially complete at the time of recording. Separate certifications will be filed at the time of completion of each phase. This survey meets or exceeds the Minimum Technical Standards as set forth by the State of Florida, Board of Professional Land Surveyors, pursuant to Chapter 61G17– H, Florida Administrative Code. Dated this 24th day of September, 2007.

E. Clayton Ganung, PLS No. 4236

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professional surveyors and mappers
1275 E. Robinson Street, Orlando, FL 32801 (407) 894–6656

GBA Job No 0613

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CONDOMINIUM BOOK | PAGE

Sheet 2 of 41

VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East

Orange County, Florida

Surveyor's Notes:

1. Lands shown hereon were not abstracted for easements, rights-of-way, ownership or other matters of record by this firm. The legal description was supplied by the client and this Survey certifies only to the lands described in said legal description.

2. Bearings are based on an assumed bearing of S 01°50'52" E along the North-South center of Section line of Section 15, Township 22 South, Range 30 East, Orange County, Florida.

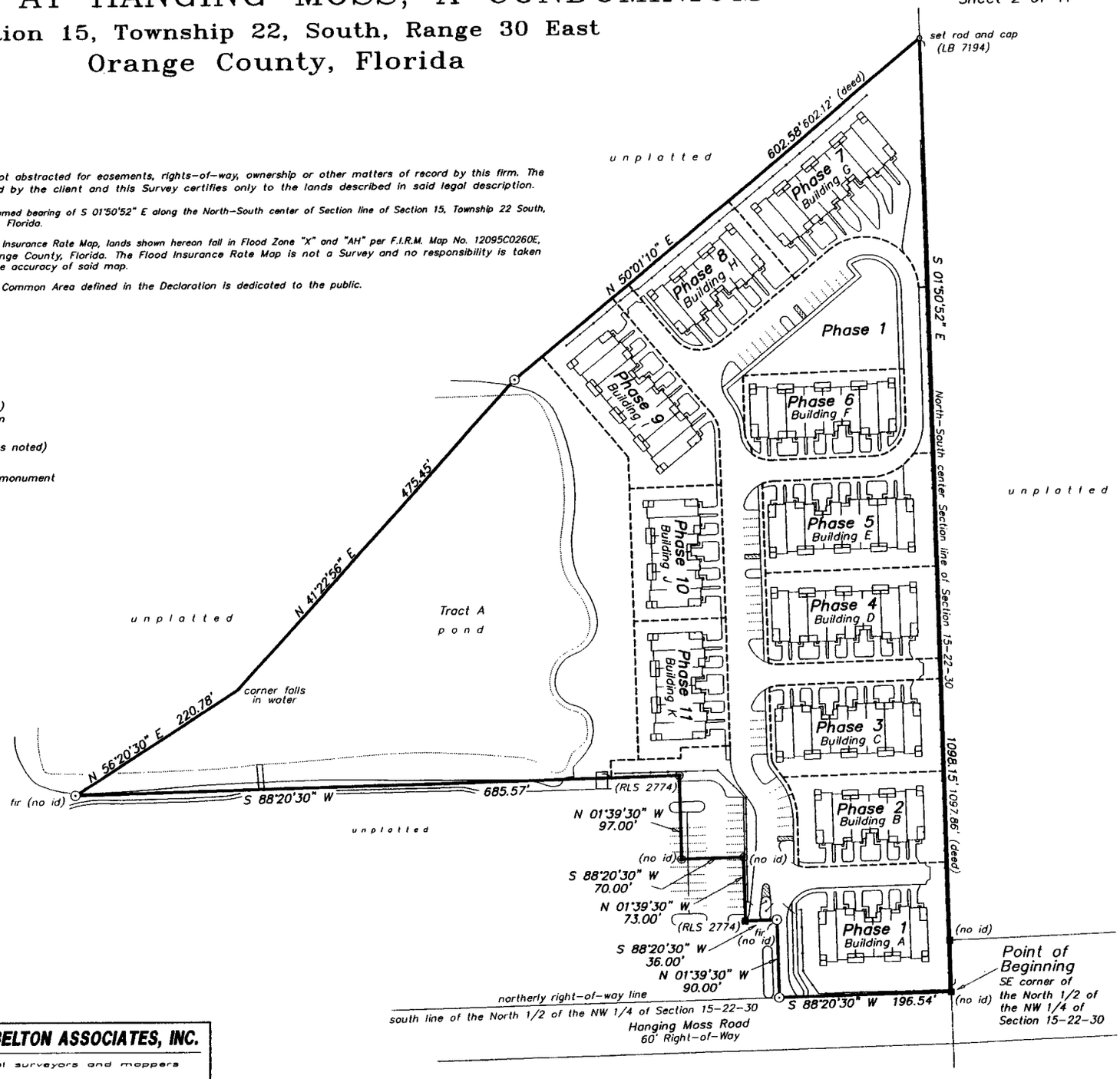
3. Based on scaling of the Flood Insurance Rate Map, lands shown hereon fall in Flood Zone "X" and "AH" per F.I.R.M. Map No. 12095C0260E, dated December 6, 2000, Orange County, Florida. The Flood Insurance Rate Map is not a Survey and no responsibility is taken for information contained or the accuracy of said map.

4. A Utility Easement over the Common Area defined in the Declaration is dedicated to the public.

⊙ set iron rod (LB 7194) unless otherwise shown

◉ found nail and disk (as noted)

■ found 4"x4" concrete monument (as noted)



60' 30' 0' 60'

SCALE IN FEET SCALE: 1" = 60'

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4/30/07

GBA Job No 0613

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

Phase 1

Legal Description

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

BEGIN at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; said point lying on the northerly right-of-way line of Hanging Moss Road; thence run S 88°20'30" W, along said northerly right-of-way line, a distance of 196.54 feet; thence run N 01°39'30" W, a distance of 90.00 feet; thence run S 88°20'30" W, a distance of 36.00 feet; thence run N 01°39'30" W, a distance of 73.00 feet; thence run S 88°20'30" W, a distance of 70.00 feet; thence run N 01°39'30" W, a distance of 97.00 feet; thence run S 88°20'30" W, a distance of 76.89 feet; thence run N 01°39'30" W, a distance of 20.00 feet; thence run N 88°20'30" E, a distance of 79.41 feet; thence run N 01°51'59" W, a distance of 11.92 feet; thence run N 88°08'01" E, a distance of 55.77 feet; thence run N 01°51'59" W, a distance of 361.70 feet to a point of curvature of a curve, concave southwesterly, having a radius of 38.00 feet and a central angle of 38°06'51"; thence run northwesterly, along the arc of said curve, a distance of 25.28 feet to the point of tangency thereof; thence run N 39°58'50" W, a distance of 175.08 feet; thence run N 50°01'10" E, a distance of 24.00 feet; thence run S 39°58'50" E, a distance of 83.05 feet to a point of curvature of a curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 90°00'00"; thence run southeasterly, along the arc of said curve, a distance of 54.98 feet to a point; thence run N 50°01'10" E, a distance of 164.19 feet to a point of curvature of a curve, concave southwesterly, having a radius of 62.00 feet and a central angle of 126°40'10"; thence run easterly, along the arc of said curve, a distance of 137.07 feet to a point; thence run N 88°09'08" E, a distance of 10.96 feet to a point on the North-South center Section line of said Section 15; thence run S 01°50'52" E, along said North-South center Section line, a distance of 191.32 feet; thence run S 88°09'08" W, a distance of 23.15 feet to a point on a non-tangent curve, concave northwesterly, having a radius of 62.00 feet and a central angle of 53°19'52"; thence on a chord bearing of S 61°28'05" W, run 57.71 feet along the arc of said curve to the point of tangency thereof; thence run S 88°08'01" W, a distance of 111.57 feet to a point of curvature of a curve, concave southeasterly, having a radius of 35.00 feet and a central angle of 20°03'04"; thence run southwesterly, along the arc of said curve, a distance of 12.25 feet to a point; thence run S 01°51'59" E, a distance of 208.03 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 20°03'04"; thence on a chord bearing of S 81°50'27" E, run 12.25 feet along the arc of said curve to a point; thence run N 88°08'01" E, a distance of 184.36 feet to a point on the aforesaid North-South center Section line of Section 15; thence run S 01°50'52" E, along said North-South center Section line, a distance of 24.00 feet; thence run S 88°08'01" W, a distance of 184.36 feet to a point of curvature of a curve, concave southeasterly, having a radius of 35.00 feet and a central angle of 20°03'04"; thence run southwesterly, along the arc of said curve, a distance of 12.25 feet to a point; thence run S 01°51'59" E, a distance of 81.85 feet to a point of curvature of a curve, concave northeasterly, having a radius of 15.00 feet and a central angle of 34°19'39"; thence run southeasterly, along the arc of said curve, a distance of 8.99 feet to the point of tangency thereof; thence run S 36°11'38" E, a distance of 17.13 feet to a point of curvature of a curve, concave southwesterly, having a radius of 85.00 feet and a central angle of 34°43'48"; thence run southeasterly, along the arc of said curve, a distance of 51.52 feet to the point of tangency thereof; thence run S 01°27'50" E, a distance of 54.53 feet to a point on a non-tangent curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 20°29'46"; thence on a chord bearing of S 81°37'06" E, run 12.52 feet along the arc of said curve to a point; thence run N 88°08'01" E, a distance of 157.34 feet to a point on the aforesaid North-South center Section line of Section 15; thence run S 01°50'52" E, along said North-South center Section line, a distance of 149.16 feet to the POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING:

Phase 6

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 720.28 feet; thence run S 88°09'08" W, a distance of 30.91 feet for the POINT OF BEGINNING; thence run S 01°51'59" E, a distance of 61.00 feet to a point of curvature of a curve, concave northwesterly, having a radius of 38.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 59.69 feet to the point of tangency thereof; thence run S 88°08'01" W, a distance of 115.58 feet to a point of curvature of a curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 40°48'20"; thence run northwesterly, along the arc of said curve, a distance of 24.93 feet to a point; thence run N 01°51'59" W, a distance of 7.08 feet to a point of curvature of a curve, concave northeasterly, having a radius of 30.00 feet and a central angle of 40°19'22"; thence run northwesterly, along the arc of said curve, a distance of 21.11 feet to a point; thence run N 01°51'59" W, a distance of 63.52 feet; thence run N 49°57'23" E, a distance of 0.78 feet; thence run N 88°08'01" E, a distance of 177.96 feet to the POINT OF BEGINNING.

Containing a total of 2.58 acres, more or less.

Surveyor's Notes:

1. *Lands shown hereon were not abstracted for easements, rights-of-way, ownership or other matters of record by this firm. The legal description was written by the Surveyor based on information supplied by the client and this Survey certifies only to the lands described in said legal description.*

2. *Bearings are based on an assumed bearing of S 01°50'52" E along the North-South center of Section line of Section 15, Township 22 South, Range 30 East, Orange County, Florida.*

3. *The perimetrical boundaries of a unit shall be the vertical planes of the back of the drywall or plaster of the walls bounding the unit extended to the intersections with each other and with the upper and lower boundaries.*

4. *The upper and lower boundaries of a unit shall be as follows: Extend to an intersection with the perimetrical boundaries, the upper boundary of a unit shall be the plane of the lower surface of the unfinished ceiling slab and the lower boundary shall be the place of the upper surface of the finished floor slab of the lower story of the unit.*

5. *Limited Common Areas consist of parking, air conditioning and heating equipment.*

6. *Lines shown hereon are radial unless noted NR (non-radial).*

Legend

(S)	sanitary manhole	KP ▫	key pad
(D)	storm manhole	⊸	sign
▦	drop inlet	—x—	fence (as noted)
OVERFLOW STRUCTURE	overflow structure	—ohu—	overhead utility
⚠	underground utility marker (fiber-optic)	☼	light pole
C.O.	clean out	PP ▫	concrete utility pole
WM	water meter	V	transformer
WV	water valve	T	transformer
B.O.	blowoff valve	⌀	column
⊸⊸	backflow preventor	L.C.E.	limited common element
	fire hydrant		change in direction no corner set
TRB ▫	telephone riser box	⊙	found 1/2" iron rod & cap (LB 7194) unless otherwise noted
ER ▫	electric riser	◉	found nail & disk (LB 7194) unless otherwise noted
MET ▫	electrical meter	■	found 4"x4" concrete monument (no #) unless otherwise noted
MB ▫	mail box		
CATV ▫	cable television riser box		

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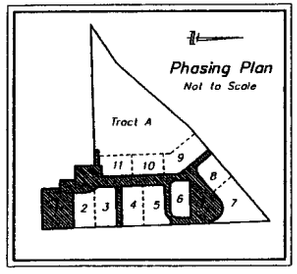
GBA Job No 0613

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

Phase 1



CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	20°03'04"	35.00'	12.25'	S 81°50'27" E	12.19'
C2	20°03'04"	35.00'	12.25'	S 78°06'29" W	12.19'
C3	34°19'39"	15.00'	8.99'	S 19°01'48" E	8.85'
C4	34°43'48"	85.00'	51.52'	N 18°49'44" W	50.74'
C5	20°29'46"	35.00'	12.52'	S 81°37'06" E	12.45'

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

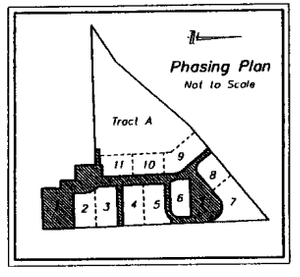
CONDOMINIUM BOOK | PAGE

30' 15' 0' 30'
SCALE IN FEET SCALE: 1" = 30'

Phase 1

CURVE TABLE

CURVE	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD
C1	38°06'51"	38.00'	25.28'	N 20°55'24" W	24.81'
C2	90°00'00"	35.00'	54.98'	S 84°58'50" E	49.50'
C3	126°40'10"	62.00'	137.07'	N 66°38'45" W	110.81'
C4	90°00'00"	38.00'	59.69'	N 43°08'01" E	53.74'
C5	40°48'20"	35.00'	24.93'	S 71°27'49" E	24.40'
C6	40°19'22"	30.00'	21.11'	S 22°01'40" E	20.68'
C7	20°03'04"	35.00'	12.25'	S 78°06'29" W	12.19'
C8	53°19'52"	62.00'	57.71'	S 61°28'05" W	55.65'



Tract A
unplatted
poly fence
N 50°01'10" E 24.00'
Phase 9 Building I
175.08'
N 39°58'50" W
S 39°58'50" E 83.05'
Phase 10 Building J
concrete
C1
N 01°51'59" W 361.70'(total)
asphalt
C2
Phase 8 Building H
HYD
ERD CATV TRB
C6
B.O.
N 01°51'59" W 63.52'
ER B.O.
concrete
S 01°51'59" E 208.03'(total)
C5
C7
N 49°57'23" E 0.78'
N 01°51'59" W 7.08' NR
N 50°01'10" E
Ball Box ER
Mail Box
asphalt
164.19'
See Sheet 4 of 41
Match Line
S 88°08'01" W
111.57'
asphalt
Phase 5 Building E
Phase 6 Building F
N 88°08'01" E
115.58'
Phase 1
Phase 7 Building G
unplatted
metal fence
177.96'
Point of Beginning
LESS OUT Phase 6
C4
C3
C8
61.00'
S 01°51'59" E
WM
ER
concrete
asphalt
S 88°09'08" W 23.15'
N 88°09'08" E 10.96' NR
concrete wall
poly fence
N 01°50'52" W 720.28'
S 01°50'52" E 191.32'
North-South center Section line of Section 15-22-30
Point of Commencement
LESS OUT
SE corner of the North 1/2 of the NW 1/4 of Section 15-22-30
unplatted

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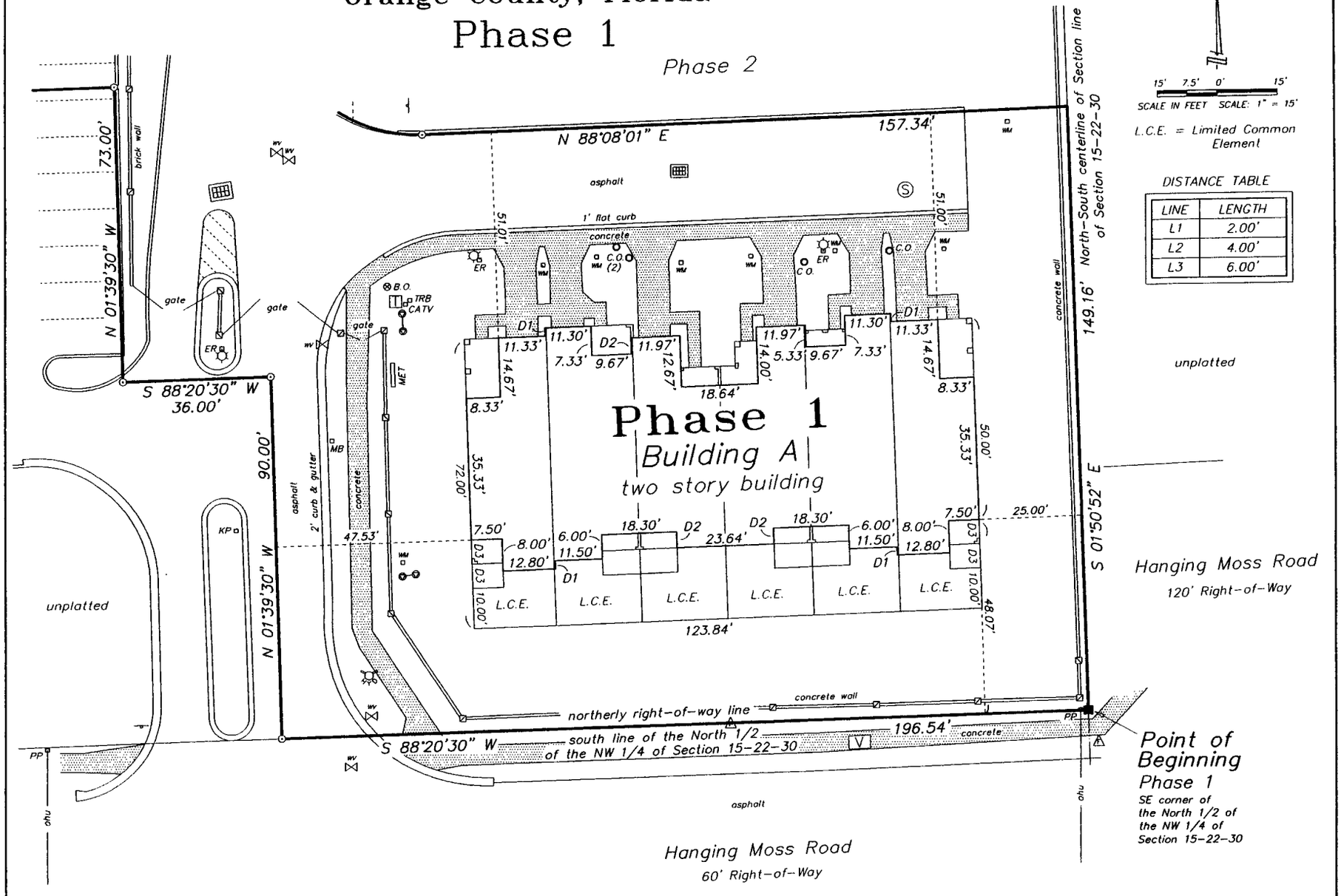
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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East

Orange County, Florida

Phase 1



15' 7.5' 0' 15'
SCALE IN FEET SCALE: 1" = 15'

L.C.E. = Limited Common Element

DISTANCE TABLE

LINE	LENGTH
L1	2.00'
L2	4.00'
L3	6.00'

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East

Orange County, Florida

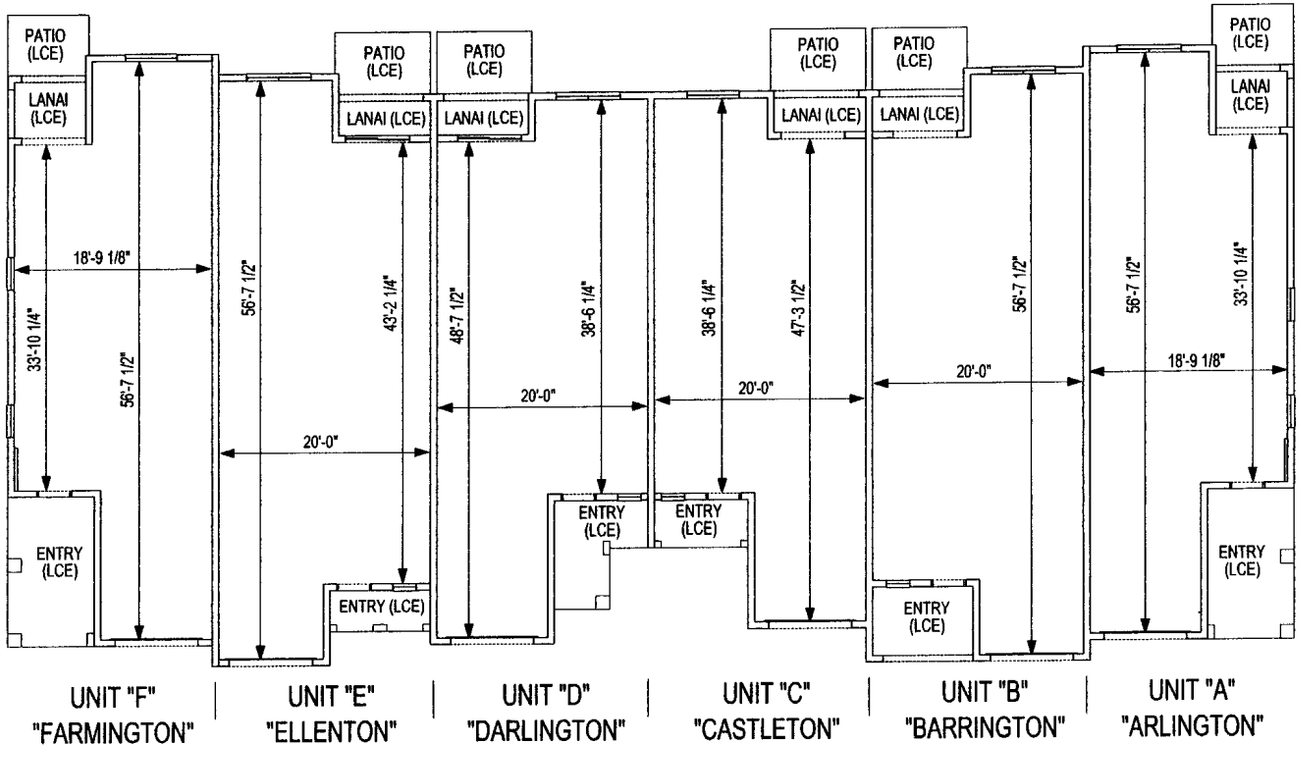
Phase 1

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Sheet 7 of 41

8' 4' 0' 8'

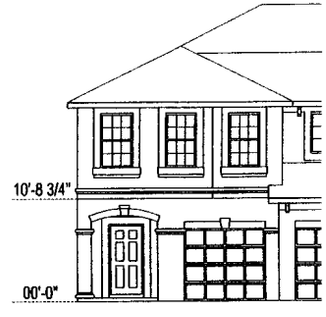
SCALE IN FEET SCALE: 1" = 8'



FIRST STORY FLOOR PLAN

6 UNIT BUILDING TYPE

Building A



FRONT ELEVATION

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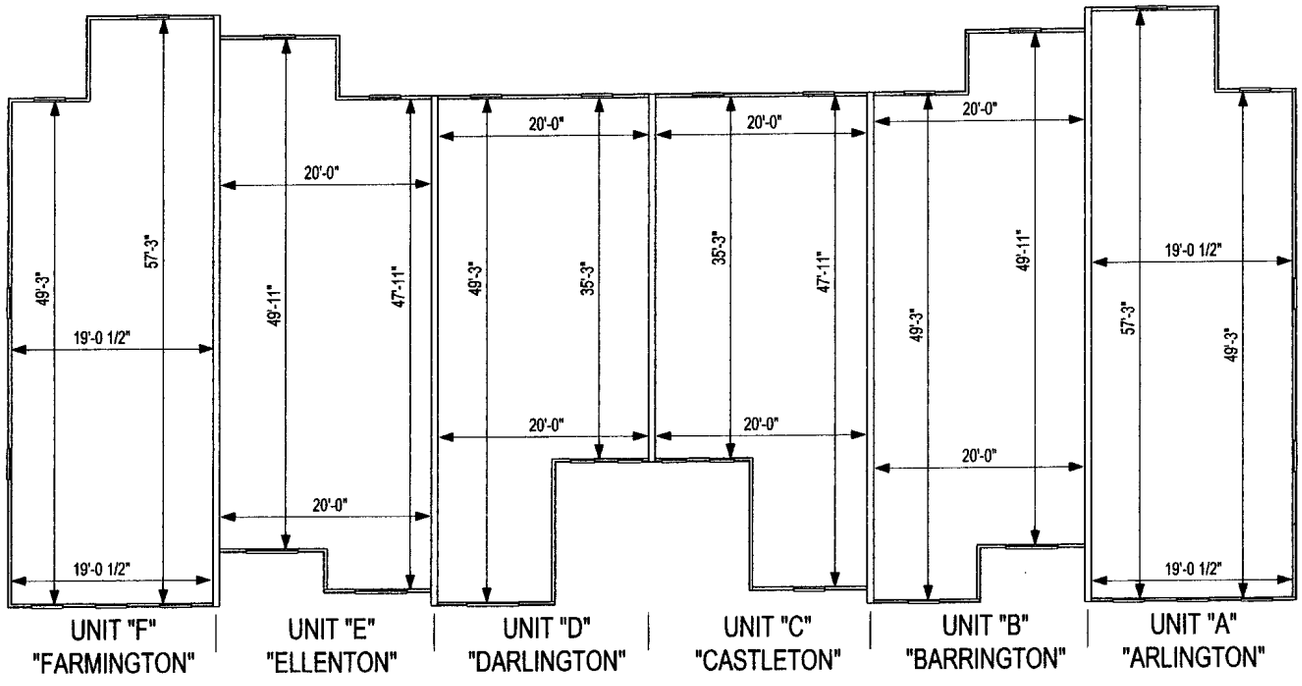
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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida
Phase 1

8' 4' 0' 8'
SCALE IN FEET SCALE: 1" = 8'



SECOND STORY FLOOR PLAN

6 UNIT BUILDING TYPE

Building A

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

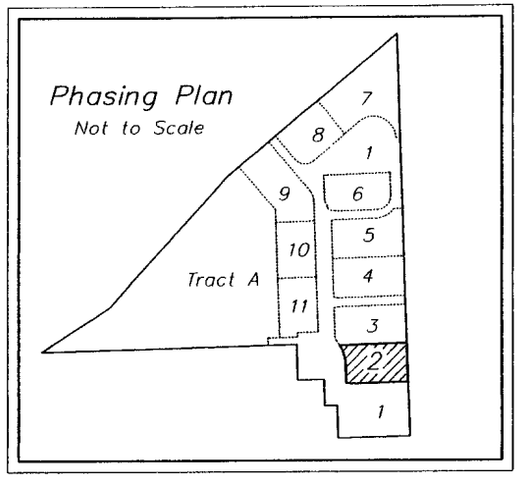
Phase 2

Legal Description

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North–South center Section line of said Section 15, a distance of 149.16 feet for the POINT OF BEGINNING; thence run S 88°08'01" W, a distance of 157.34 feet to a point of curvature of a curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 20°29'46"; thence run northwesterly, along the arc of said curve, a distance of 12.52 feet to a point; thence run N 01°27'50" W, a distance of 54.53 feet to a point of curvature of a curve, concave southwesterly, having a radius of 85.00 feet and a central angle of 34°43'48"; thence run northwesterly, along the arc of said curve, a distance of 51.52 feet to a point; thence run N 88°08'01" E, a distance of 184.05 feet to a point on the aforesaid North–South center Section line of said Section 15; thence run S 01°50'52" E, along said North–South center Section line, a distance of 105.28 feet to the POINT OF BEGINNING.

Containing 0.41 acres, more or less.



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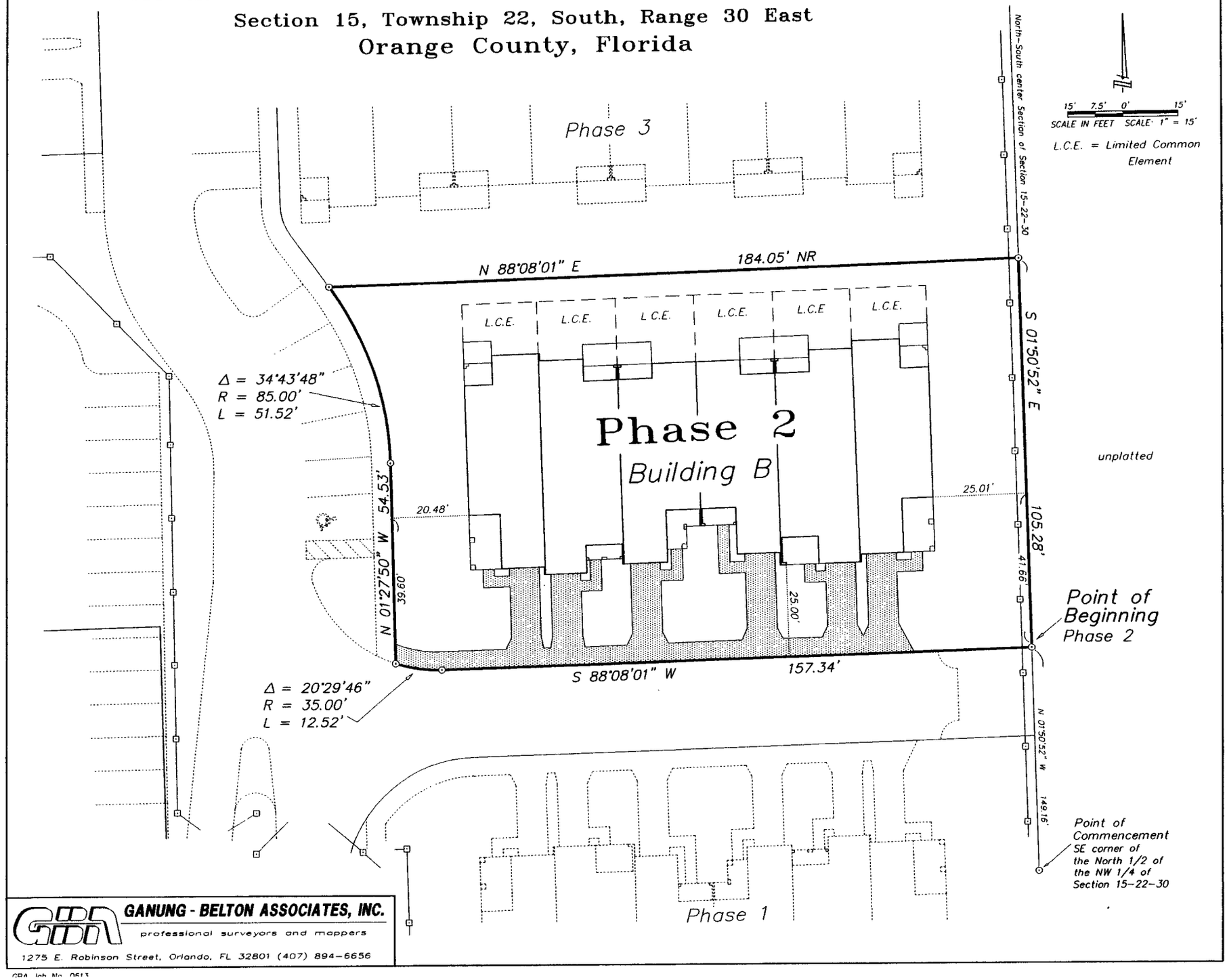
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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida



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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

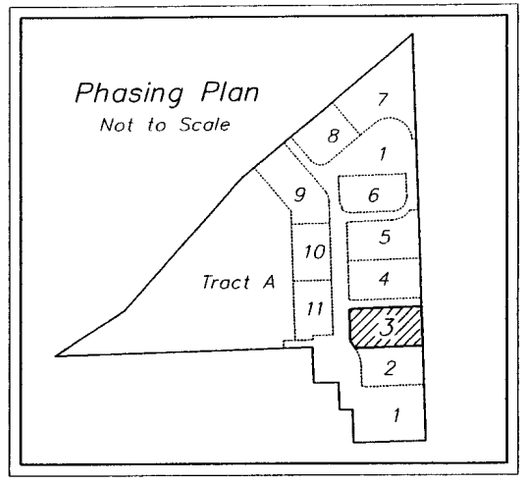
Phase 3

Legal Description

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 254.44 feet for the POINT OF BEGINNING; thence run S 88°08'01" W, a distance of 184.05 feet; thence run N 36°11'38" W, a distance of 17.13 feet to a point of curvature of a curve, concave northeasterly, having a radius of 15.00 feet and a central angle of 34°19'39"; thence run northwesterly, along the arc of said curve, a distance of 8.99 feet to the point of tangency thereof; thence run N 01°51'59" W, a distance of 81.85 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 35.00 feet and a central angle of 20°03'04"; thence on a chord bearing of N 78°06'29" E, run 12.25 feet along the arc of said curve to the point of tangency thereof; thence run N 88°08'01" E, a distance of 184.36 feet; thence run S 01°50'52" E, a distance of 106.58 feet to the POINT OF BEGINNING.

Containing 0.48 acres, more or less.



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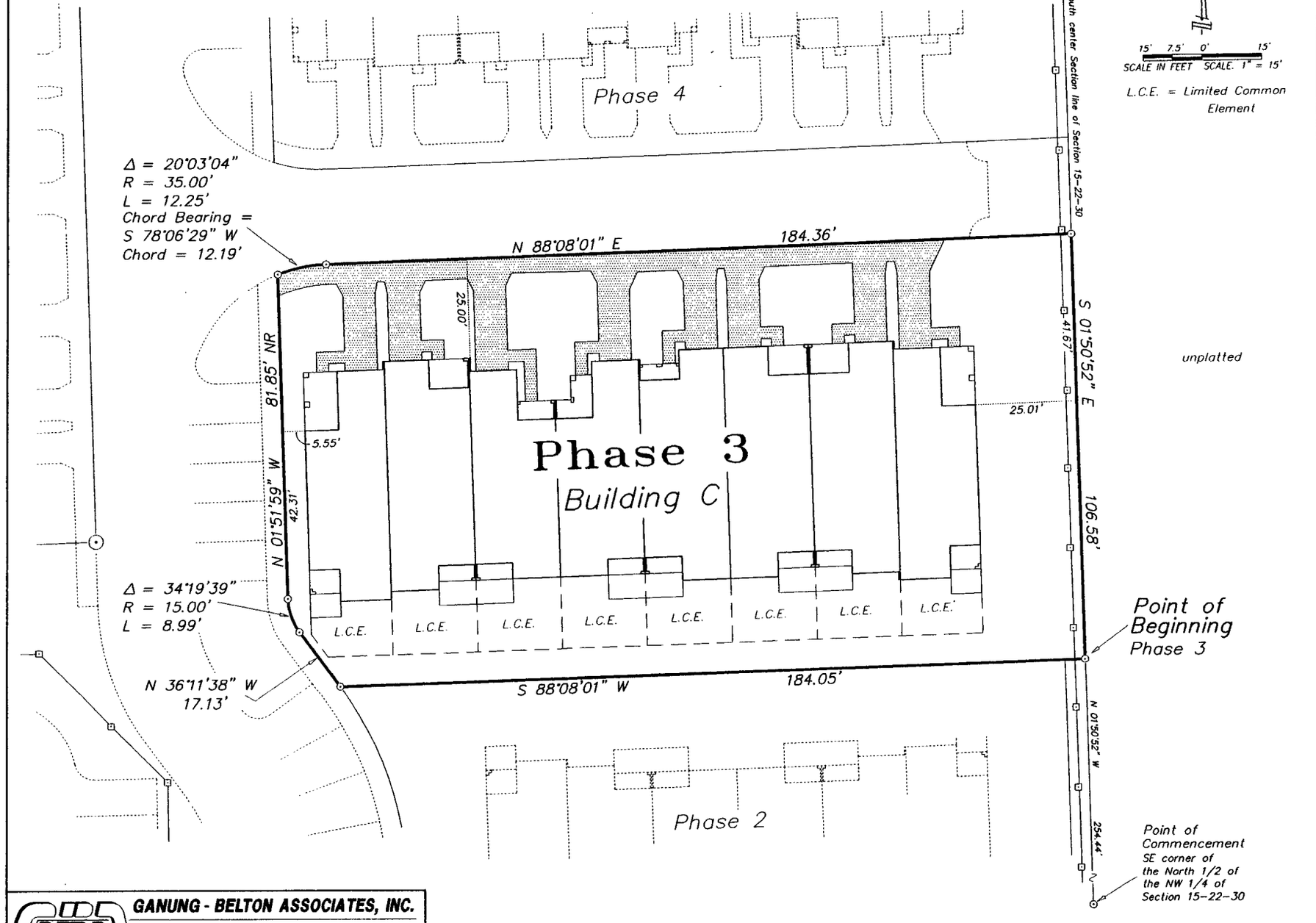
VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East

Orange County, Florida

CONDOMINIUM BOOK | PAGE

Sheet 12 of 41



15' 7.5' 0' 15'

SCALE IN FEET SCALE. 1" = 15'

L.C.E. = Limited Common Element

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

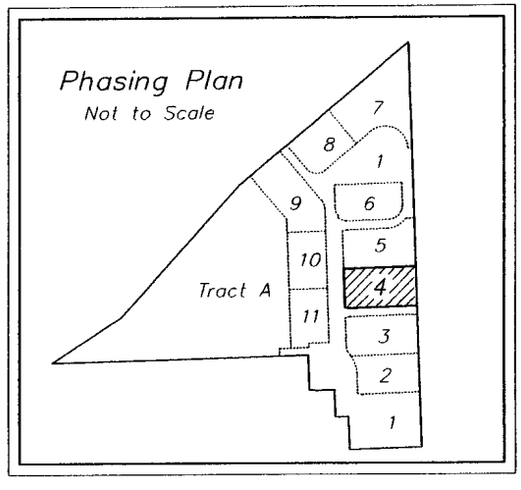
Section 15, Township 22, South, Range 30 East
Orange County, Florida
Phase 4

Legal Description

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North–South center Section line of said Section 15, a distance of 385.01 feet for the POINT OF BEGINNING; thence run S 88°08'01" W, a distance of 184.36 feet to a point of curvature of a curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 20°03'04"; thence run northwesterly, along the arc of said curve, a distance of 12.25 feet to a point; thence run N 01°51'59" W, a distance of 104.02 feet; thence run N 88°09'08" E, a distance of 196.40 feet to a point on the aforesaid North–South center Section line of said Section 15; thence run S 01°50'52" E, along said North–South center Section line, a distance of 106.08 feet to the POINT OF BEGINNING.

Containing 0.48 acres, more or less.



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GBA Job No. 0613

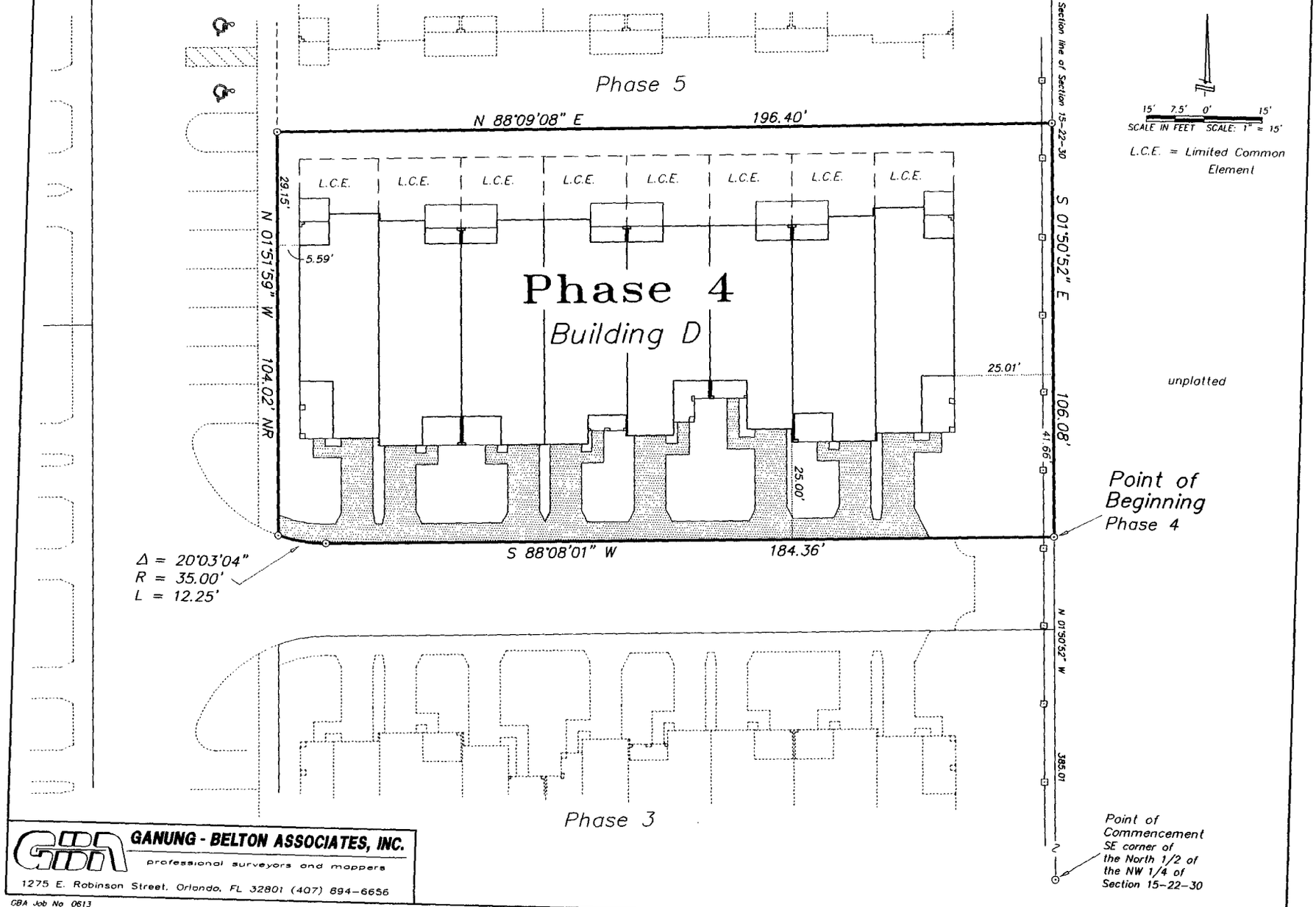
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CFN#20070687820
Book9473/Page3071

VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

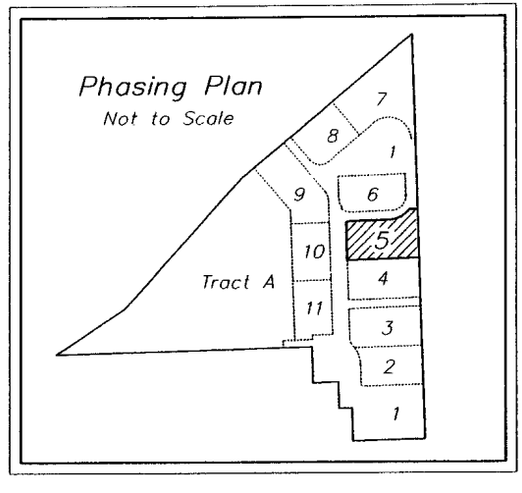
Phase 5

Legal Description

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 491.09 feet for the POINT OF BEGINNING; thence run S 88°09'08" W, a distance of 196.40 feet; thence run N 01°51'59" W, a distance of 104.01 feet to a point on a non-tangent curve, concave southeasterly, having a radius of 35.00 feet and a central angle of 20°03'04"; thence on a chord bearing of N 78°06'29" E, run 12.25 feet along the arc of said curve to the point of tangency thereof; thence run N 88°08'01" E, a distance of 111.57 feet to a point of curvature of a curve, concave northwesterly, having a radius of 62.00 feet and a central angle of 53°19'52"; thence run northeasterly, along the arc of said curve, a distance of 57.71 feet to a point; thence run N 88°09'08" E, a distance of 23.15 feet to a point on the aforesaid North-South center Section line of said Section 15; thence run S 01°50'52" E, along said North-South center Section line, a distance of 131.16 feet to the POINT OF BEGINNING.

Containing 0.51 acres, more or less.



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GBA Job No. 0613

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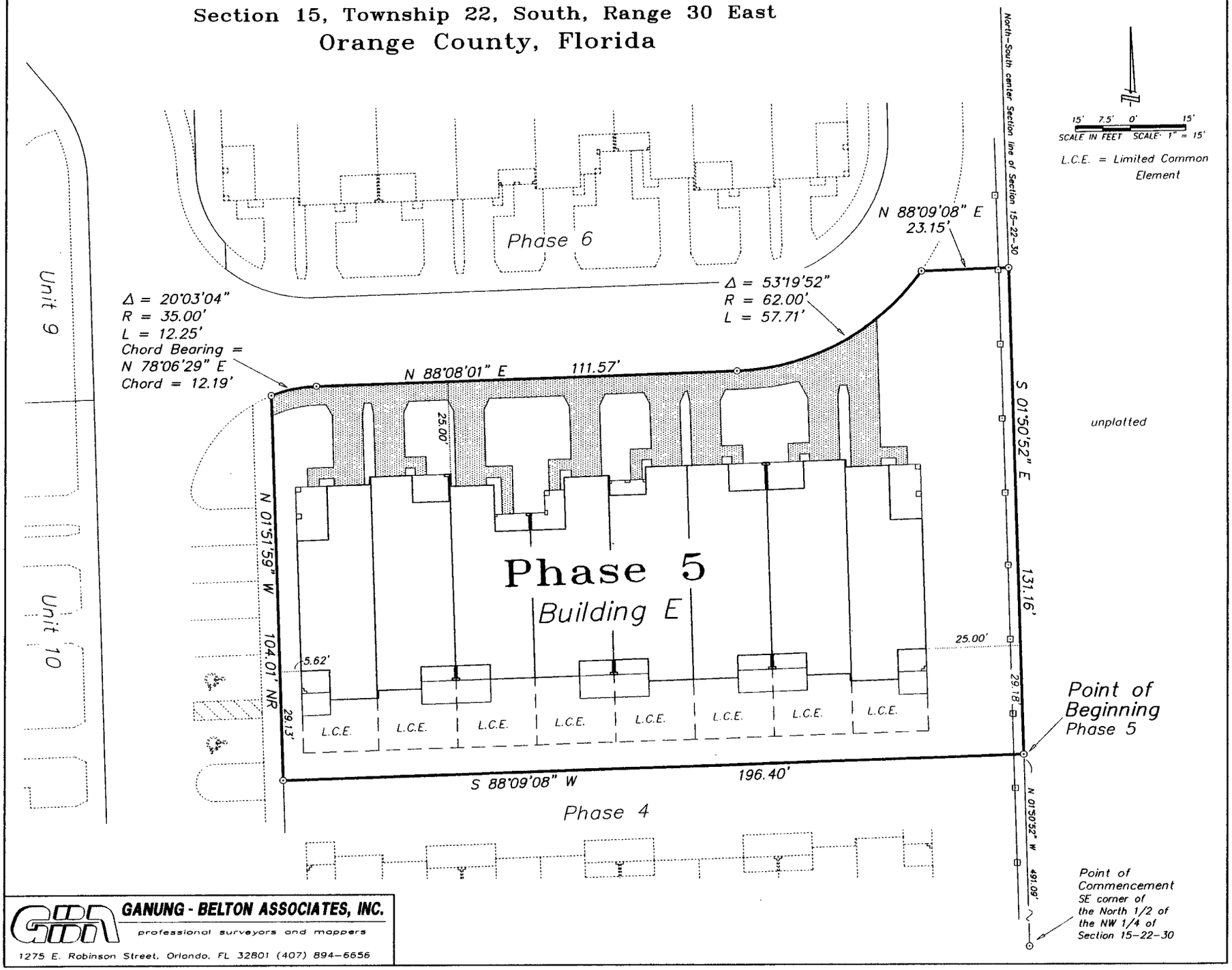
VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East

Orange County, Florida

CONDOMINIUM BOOK | PAGE

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GBA Job No 0613

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East

Orange County, Florida

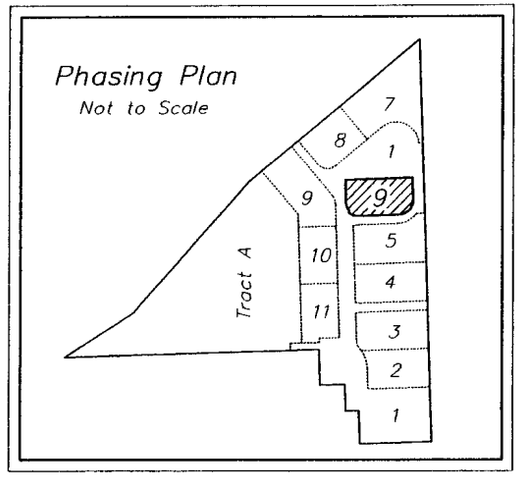
Phase 6

Legal Description

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North–South center Section line of said Section 15, a distance of 720.28 feet; thence run S 88°09'08" W, a distance of 30.91 feet for the POINT OF BEGINNING; thence run S 01°51'59" E, a distance of 61.00 feet to a point of curvature of a curve, concave northwesterly, having a radius of 38.00 feet and a central angle of 90°00'00"; thence run southwesterly, along the arc of said curve, a distance of 59.69 feet to the point of tangency thereof; thence run S 88°08'01" W, a distance of 115.58 feet to a point of curvature of a curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 40°48'20"; thence run northwesterly, along the arc of said curve, a distance of 24.93 feet to a point; thence run N 01°51'59" W, a distance of 7.08 feet to a point of curvature of a curve, concave northeasterly, having a radius of 30.00 feet and a central angle of 40°19'22"; thence run northwesterly, along the arc of said curve, a distance of 21.11 feet to a point; thence run N 01°51'59" W, a distance of 63.52 feet; thence run N 49°57'23" E, a distance of 0.78 feet; thence run N 88°08'01" E, a distance of 177.96 feet to the POINT OF BEGINNING.

Containing 0.40 acres, more or less.



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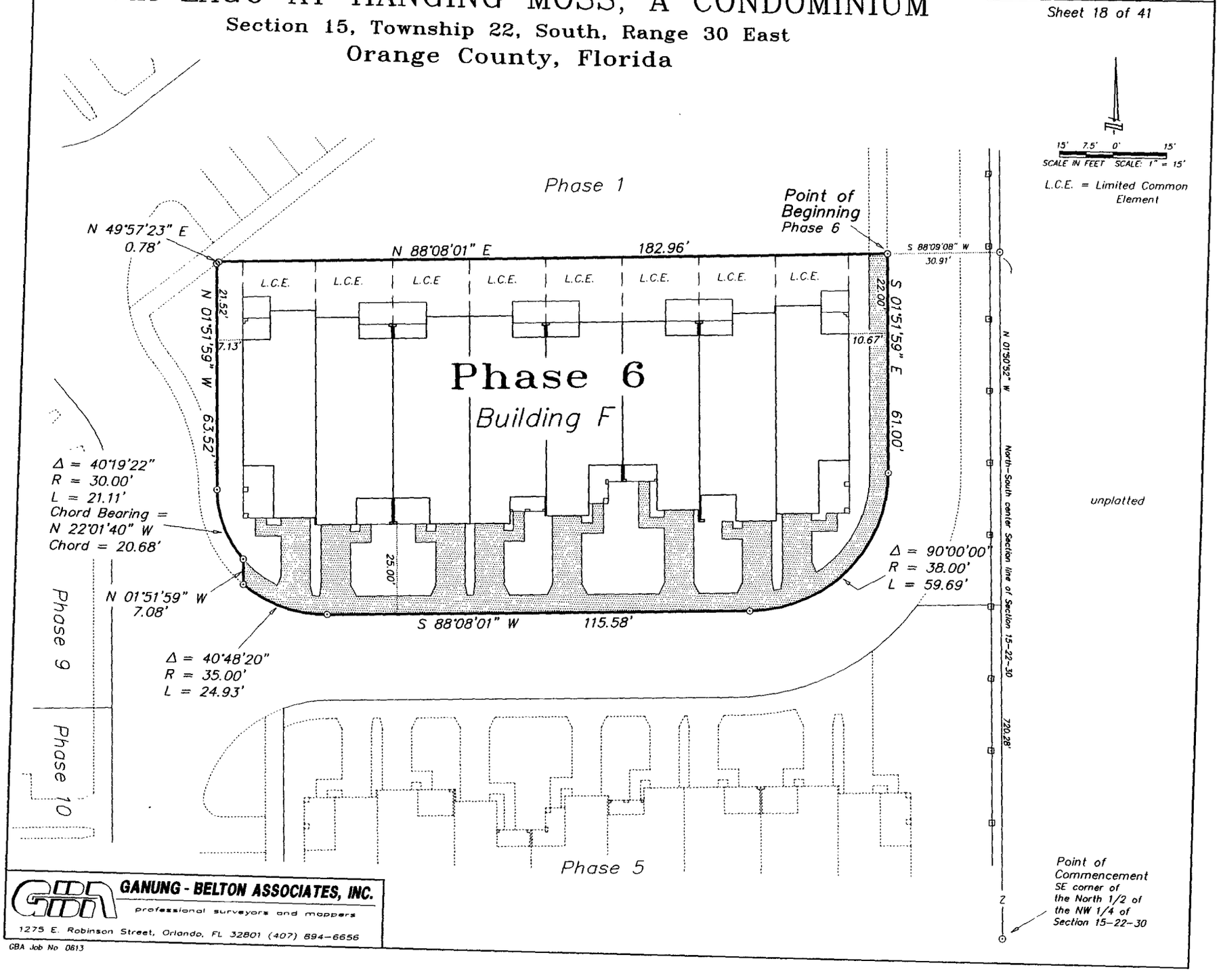
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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

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15' 7.5' 0' 15'
SCALE IN FEET SCALE: 1" = 15'

L.C.E. = Limited Common Element

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

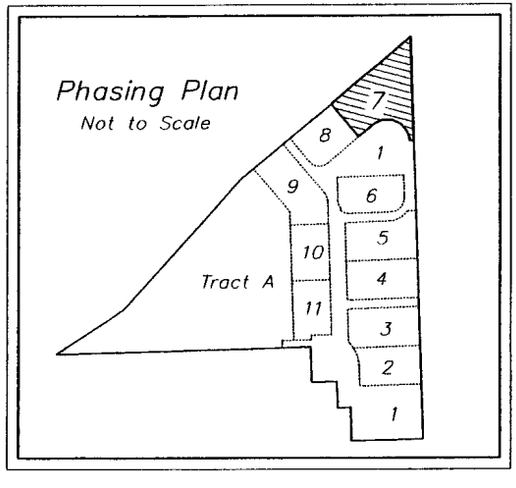
Phase 7

Legal Description

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North–South center Section line of said Section 15, a distance of 813.57 feet for the POINT OF BEGINNING; thence run S 88°09'08" W, a distance of 10.96 feet to a point on a non–tangent curve, concave southwesterly, having a radius of 62.00 feet and a central angle of 126°40'10"; thence on a chord bearing of N 66°38'45" W, run 137.07 feet along the arc of said curve to the point of tangency thereof; thence run S 50°01'10" W, a distance of 50.99 feet; thence run N 39°58'50" W, a distance of 118.05 feet; thence run N 50°01'10" E, a distance of 285.06 feet to a point on the aforesaid North–South center Section line of said Section 15; thence run N 01°50'52" W, along said North–South center Section line, a distance of 284.58 feet to the POINT OF BEGINNING.

Containing 0.76 acres, more or less.



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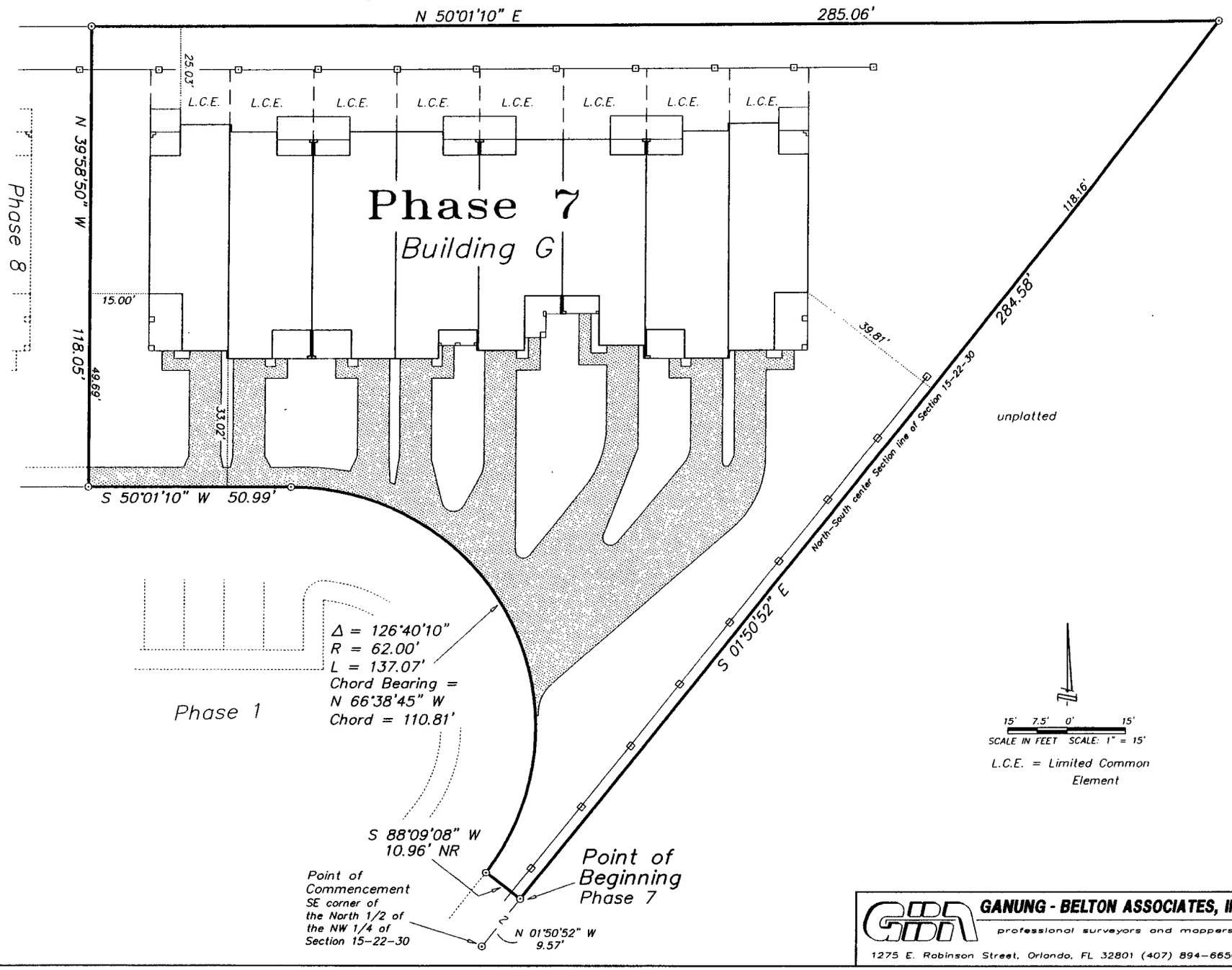
VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East

Orange County, Florida

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

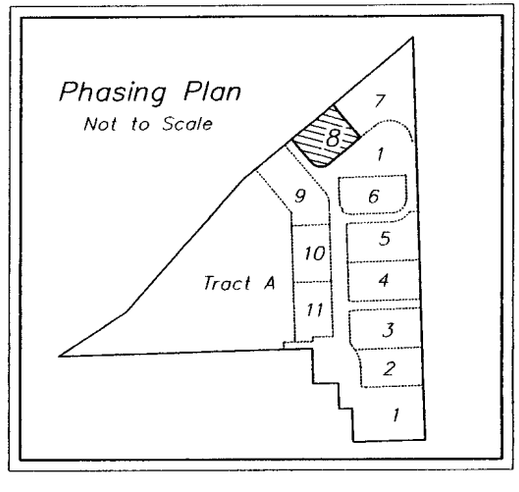
Phase 8

Legal Description

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 1098.15; thence run S 50°01'10" W, a distance of 285.06 feet for the POINT OF BEGINNING; thence run S 39°58'50" E, a distance of 118.05 feet; thence run S 50°01'10" W, a distance of 113.20 feet to a point of curvature of a curve, concave northeasterly, having a radius of 35.00 feet and a central angle of 90°00'00"; thence run northwesterly, along the arc of said curve, a distance of 54.98 feet to the point of tangency thereof; thence run N 39°58'50" W, a distance of 83.05 feet; thence run N 50°01'10" E, a distance of 148.20 feet to the POINT OF BEGINNING.

Containing 0.40 acres, more or less.



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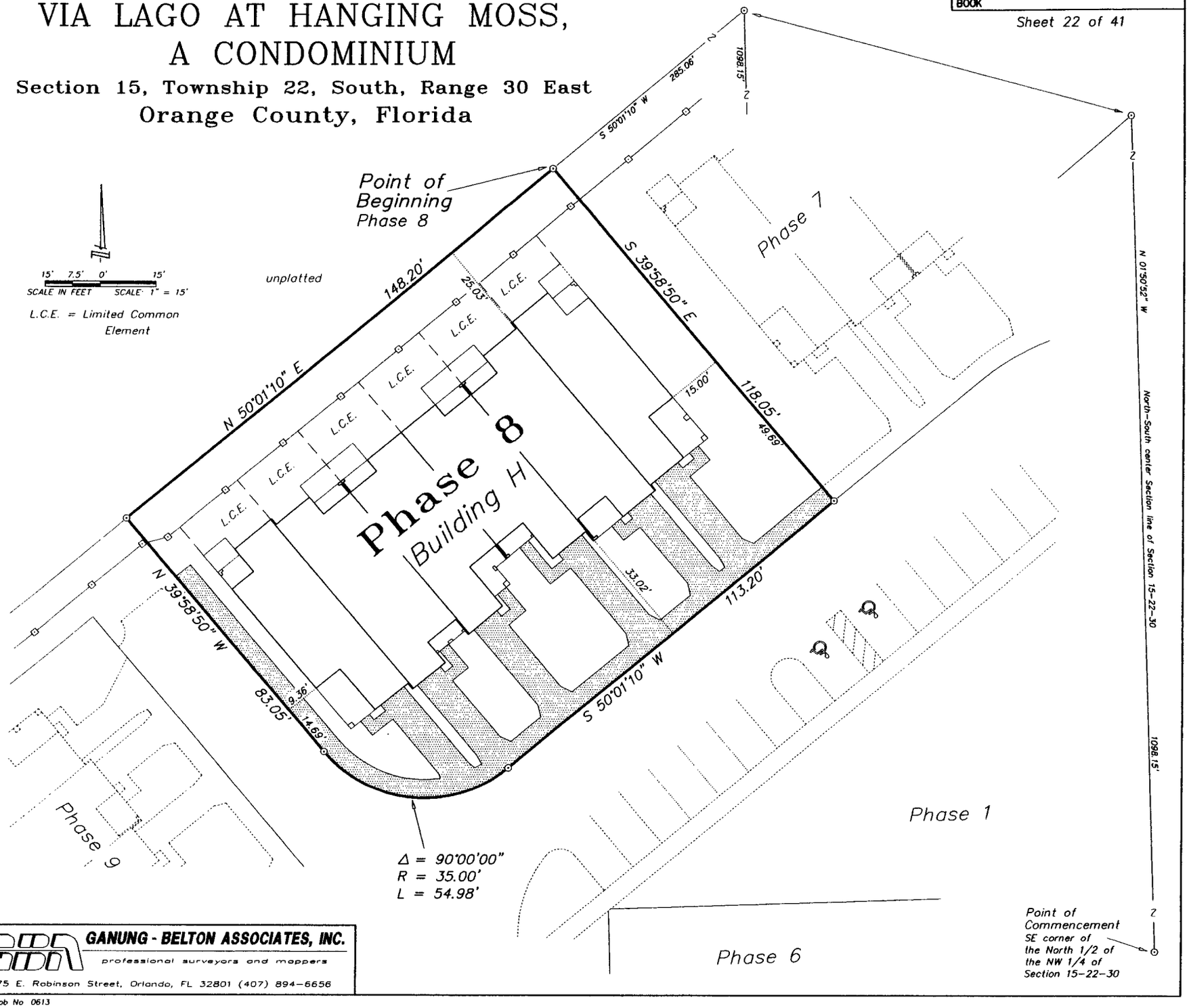
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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East

Orange County, Florida

Phase 9

Legal Description

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01°50'52" W, along the North-South center Section line of said Section 15, a distance of 1098.15; thence run S 50°01'10" W, a distance of 457.26 feet for the POINT OF BEGINNING; thence run S 39°58'50" E, a distance of 175.08 feet to a point of curvature of a curve, concave southwesterly, having a radius of 38.00 feet and a central angle of 38°06'51"; thence run southeasterly, along the arc of said curve, a distance of 25.28 feet to the point of tangency thereof; thence run S 01°51'59" E, a distance of 59.01 feet; thence run S 88°08'01" W, a distance of 104.00 feet; thence run N 01°51'59" W, a distance of 35.85 feet; thence run N 39°52'51" W, a distance of 152.57 feet; thence run N 50°01'10" E, a distance of 103.96 feet to the POINT OF BEGINNING.

Containing 0.54 acres, more or less.

Surveyor's Notes:

1. *Lands shown hereon were not abstracted for easements, rights-of-way, ownership or other matters of record by this firm. The legal description was written by the Surveyor based on information supplied by the client and this Survey certifies only to the lands described in said legal description.*

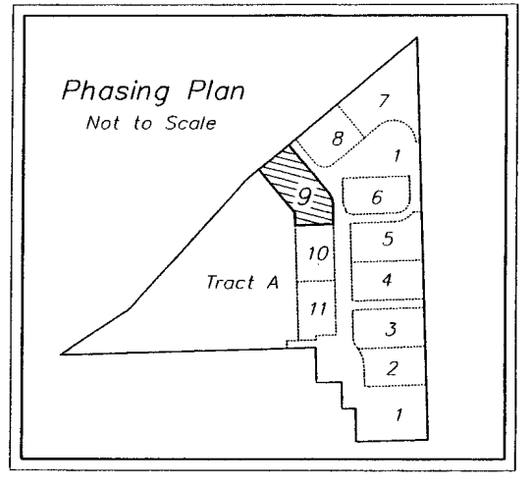
2. *Bearings are based on an assumed bearing of S 01°50'52" E along the North-South center of Section line of Section 15, Township 22 South, Range 30 East, Orange County, Florida.*

3. *The perimetrical boundaries of a unit shall be the vertical planes of the back of the drywall or plaster of the walls bounding the unit extended to the intersections with each other and with the upper and lower boundaries.*

4. *The upper and lower boundaries of a unit shall be as follows: Extend to an intersection with the perimetrical boundaries, the upper boundary of a unit shall be the plane of the lower surface of the unfinished ceiling slab and the lower boundary shall be the place of the upper surface of the finished floor slab of the lower story of the unit.*

5. *Limited Common Areas consist of parking, air conditioning and heating equipment.*

6. *Lines shown hereon are radial unless noted NR (non-radial).*



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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

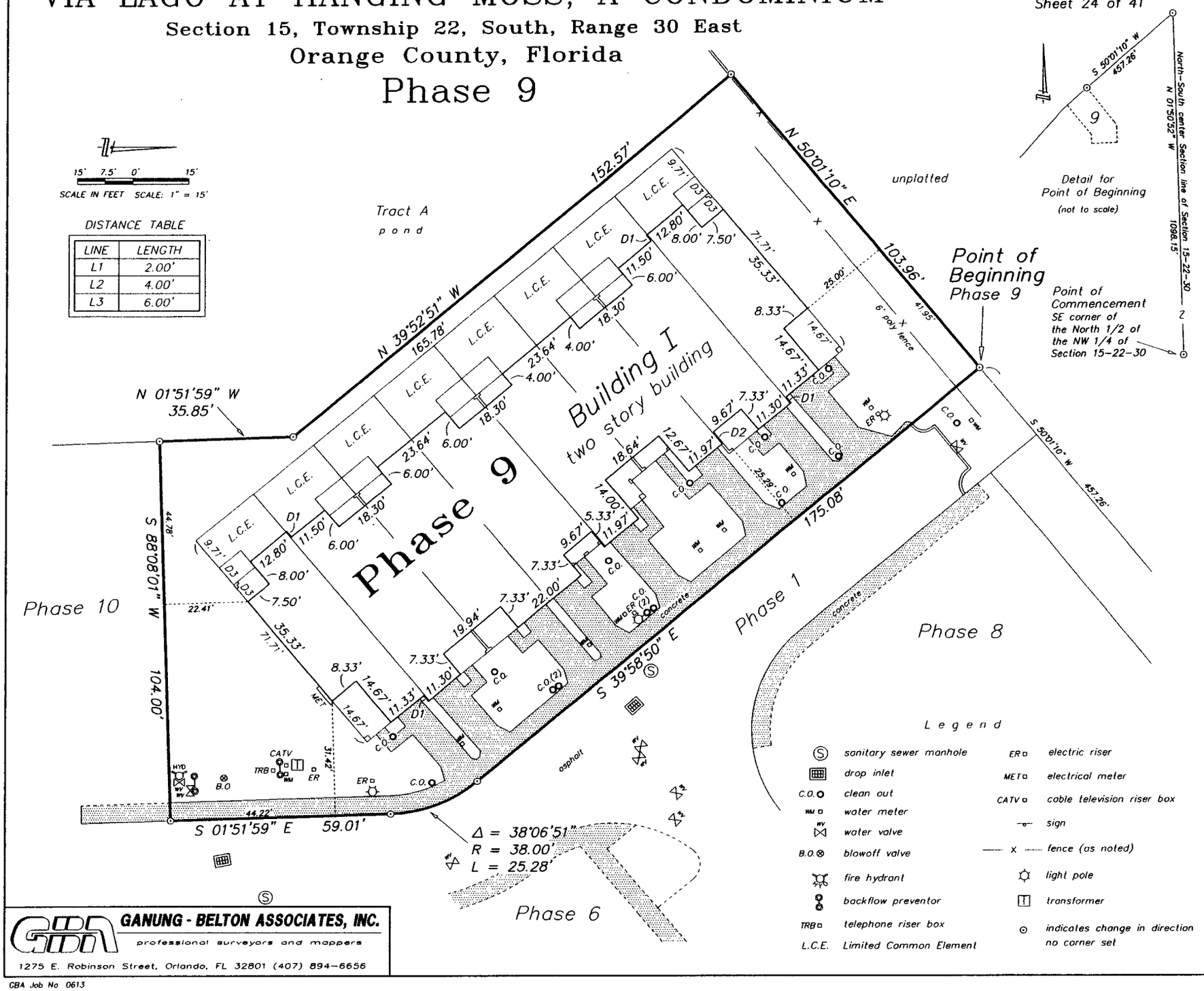
Section 15, Township 22, South, Range 30 East

Orange County, Florida

Phase 9

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DISTANCE TABLE

LINE	LENGTH
L1	2.00'
L2	4.00'
L3	6.00'

Legend

- Ⓢ sanitary sewer manhole
- drop inlet
- C.O. clean out
- WM water meter
- WV water valve
- B.O. blowoff valve
- fire hydrant
- backflow preventor
- TRB telephone riser box
- L.C.E. Limited Common Element
- ER electric riser
- MET electrical meter
- CATV cable television riser box
- sign
- x fence (as noted)
- light pole
- T transformer
- ⊙ indicates change in direction no corner set

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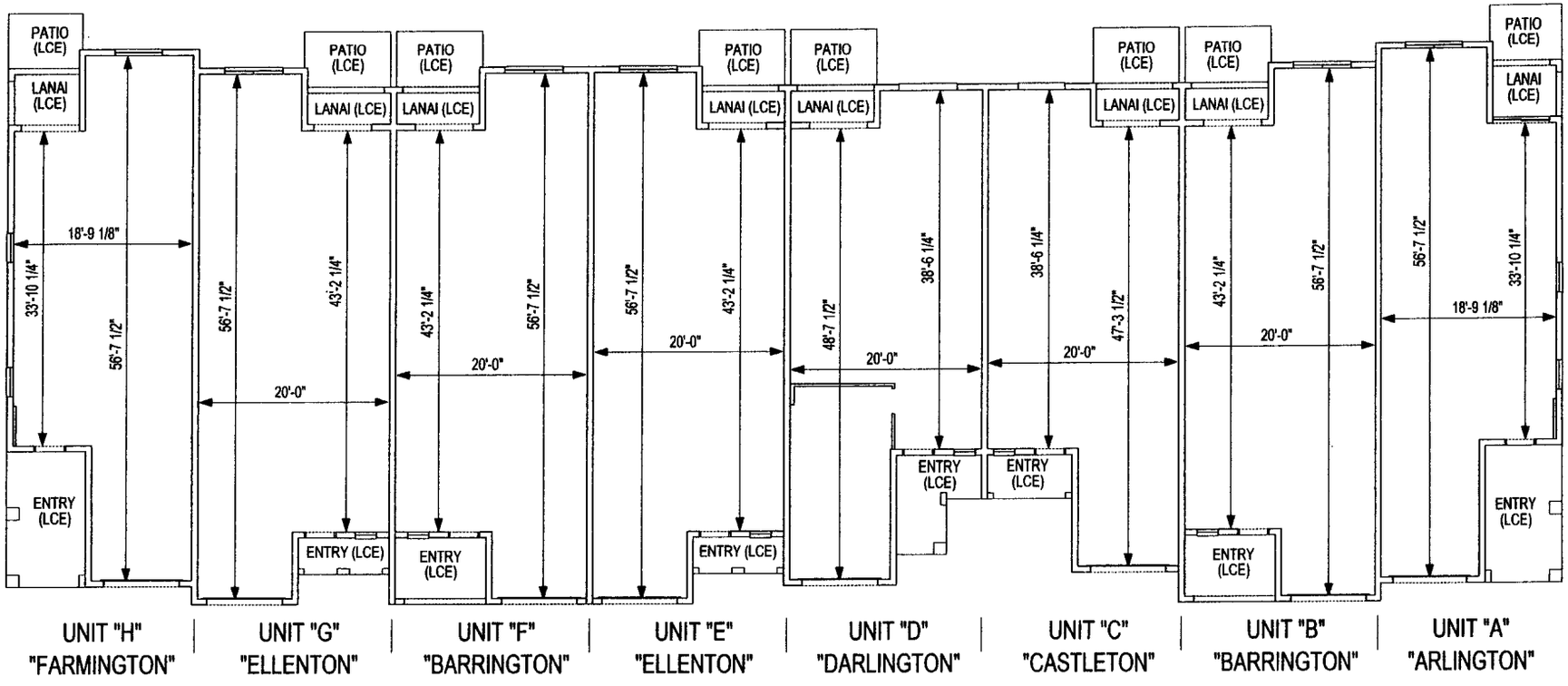
CBA Job No 0613

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida
Phase 9

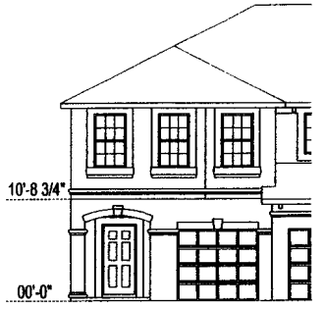
8' 4' 0' 8'
SCALE IN FEET SCALE: 1" = 8'



FIRST STORY FLOOR PLAN

8 UNIT BUILDING TYPE

Building I



FRONT ELEVATION

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GBA Job No 0613

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

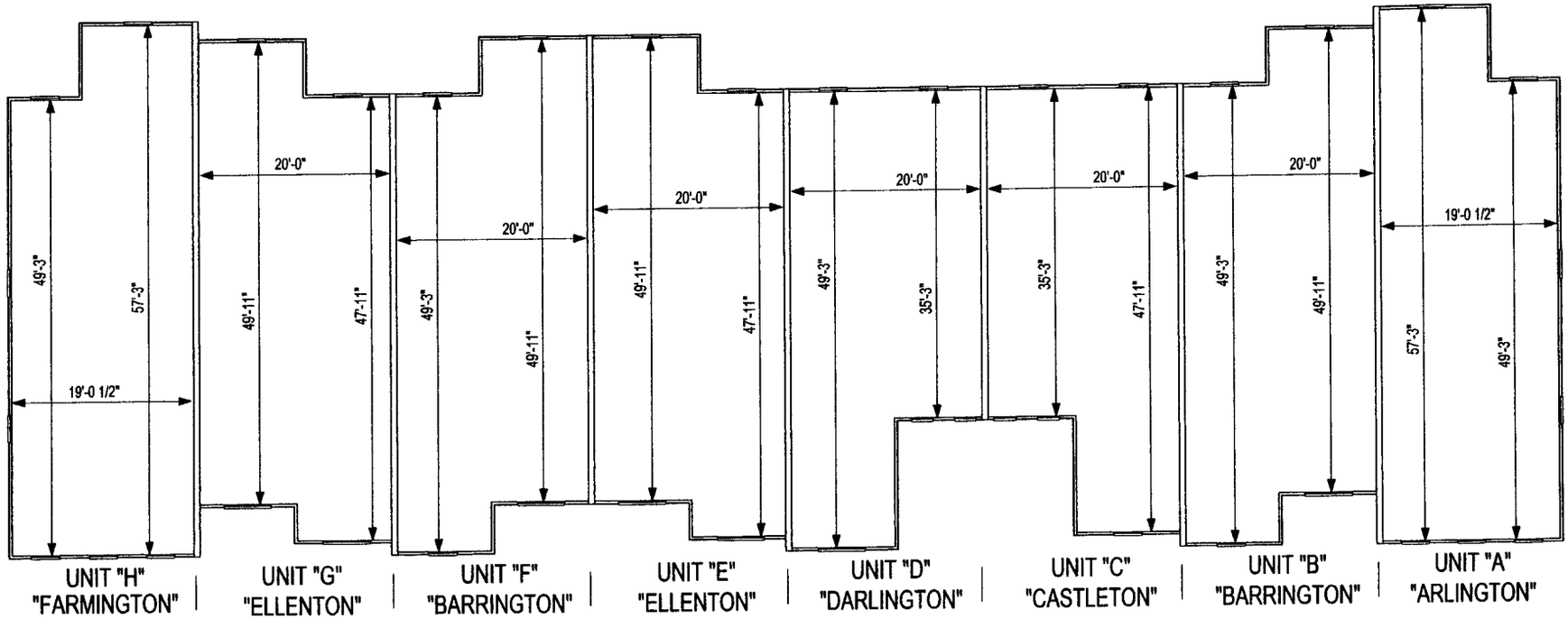
Section 15, Township 22, South, Range 30 East

Orange County, Florida

Phase 9

8' 4' 0' 8'

SCALE IN FEET SCALE: 1" = 8'



SECOND STORY FLOOR PLAN

8 UNIT BUILDING TYPE

Building I

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

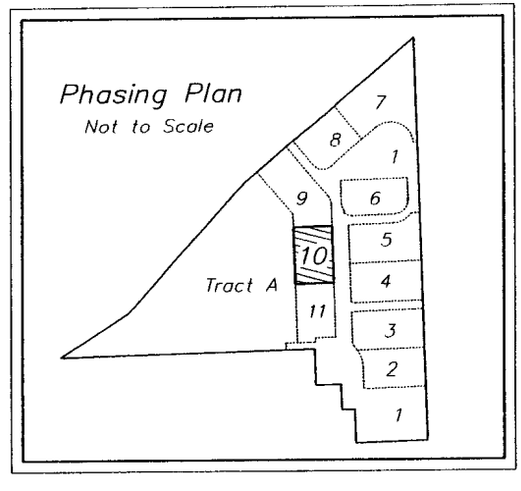
Phase 10

Legal Description

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; thence run N 01?50'52" W, along the North-South center Section line of said Section 15, a distance of 1098.15; thence run S 50?01'10" W, a distance of 561.22 feet; thence run S 39?52'51 W, a distance of 152.57 feet; thence run S 01?51'59" E, a distance of 35.85 feet for the POINT OF BEGINNING; thence run N 88?08'01" E, a distance of 104.00 feet; thence run S 01?51'59" E, a distance of 153.84 feet; thence run S 88?08'01" W, a distance of 104.00 feet; thence run N 01?51'59" W, a distance of 153.84 feet to the POINT OF BEGINNING.

Containing 0.37 acres, more or less.



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GBA Job No 0613

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

CONDOMINIUM BOOK | PAGE

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15' 7.5' 0' 15'
SCALE IN FEET SCALE: 1" = 15'

L.C.E. = Limited Common Element

pond

Tract A

Point of Beginning Phase 10

N 01°51'59" W 153.84'

S 01°51'59" E 35.85'

S 39°52'51" E 152.57'

L.C.E. L.C.E. L.C.E. L.C.E. L.C.E. L.C.E.

Phase 10
Building J

Phase 11

Phase 9

S 88°08'01" W 104.00'

N 88°08'01" E 104.00'

15.00' 15.00'

41.67' 25.00' 41.67'

S 01°51'59" E 153.84'

Phase 4

Phase 5

Point of Commencement SE corner of the North 1/2 of the NW 1/4 of Section 15-22-30

S 39°52'51" E 152.57'

S 01°51'59" E 35.85'

10

Point of Beginning

S 50°01'10" W 561.22'

N 01°50'52" W 1098.15'

North-South center Section line of Section 15-22-30

Detail for Point of Beginning (not to scale)

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East

Orange County, Florida

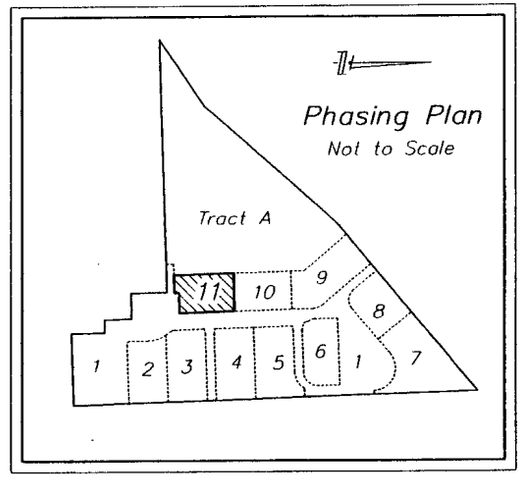
Phase 11

Legal Description

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; said point lying on the northerly right-of-way line of Hanging Moss Road; thence run S 88°20'30" W, along said northerly right-of-way line, a distance of 196.54 feet; thence run N 01°39'30" W, a distance of 90.00 feet; thence run S 88°20'30" W, a distance of 36.00 feet; thence run N 01°39'30" W, a distance of 73.00 feet; thence run S 88°20'30" W, a distance of 70.00 feet; thence run N 01°39'30" W, a distance of 97.00 feet; thence run S 88°20'30" W, a distance of 76.89 feet; thence run N 01°39'30" W, a distance of 20.00 feet; thence run N 88°20'30" E, a distance of 31.18 feet for the POINT OF BEGINNING; thence run N 01°51'59" W, a distance of 160.59 feet; thence run N 88°08'01" E, a distance of 104.00 feet; thence run S 01°51'59" E, a distance of 148.84 feet; thence run S 88°08'01" W, a distance of 55.77 feet; thence run S 01°51'59" E, a distance of 11.92 feet; thence run S 88°20'30" W, a distance of 48.23 feet to the POINT OF BEGINNING.

Containing 0.37 acres, more or less.



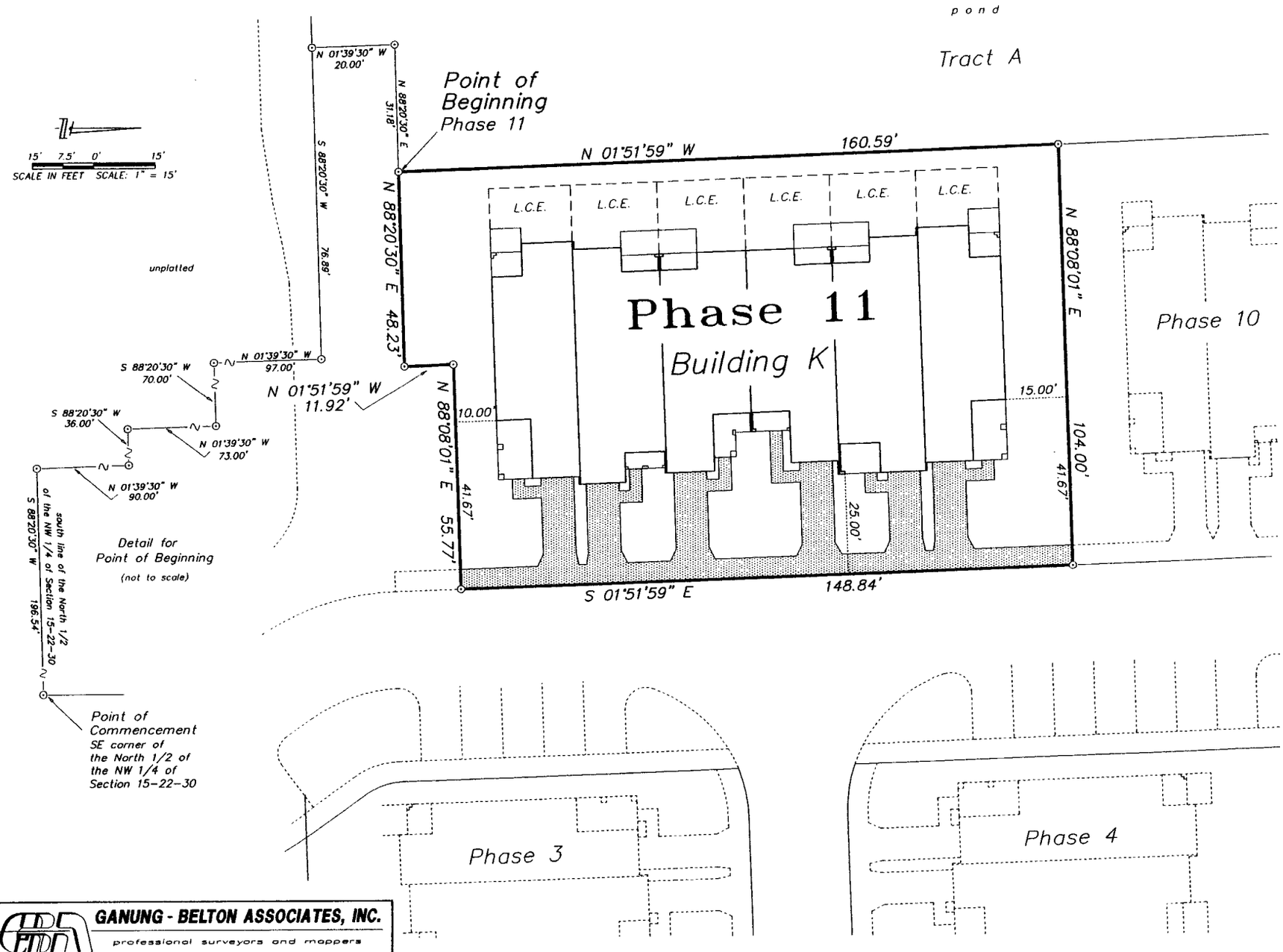
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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida



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GBA Job No. 0613

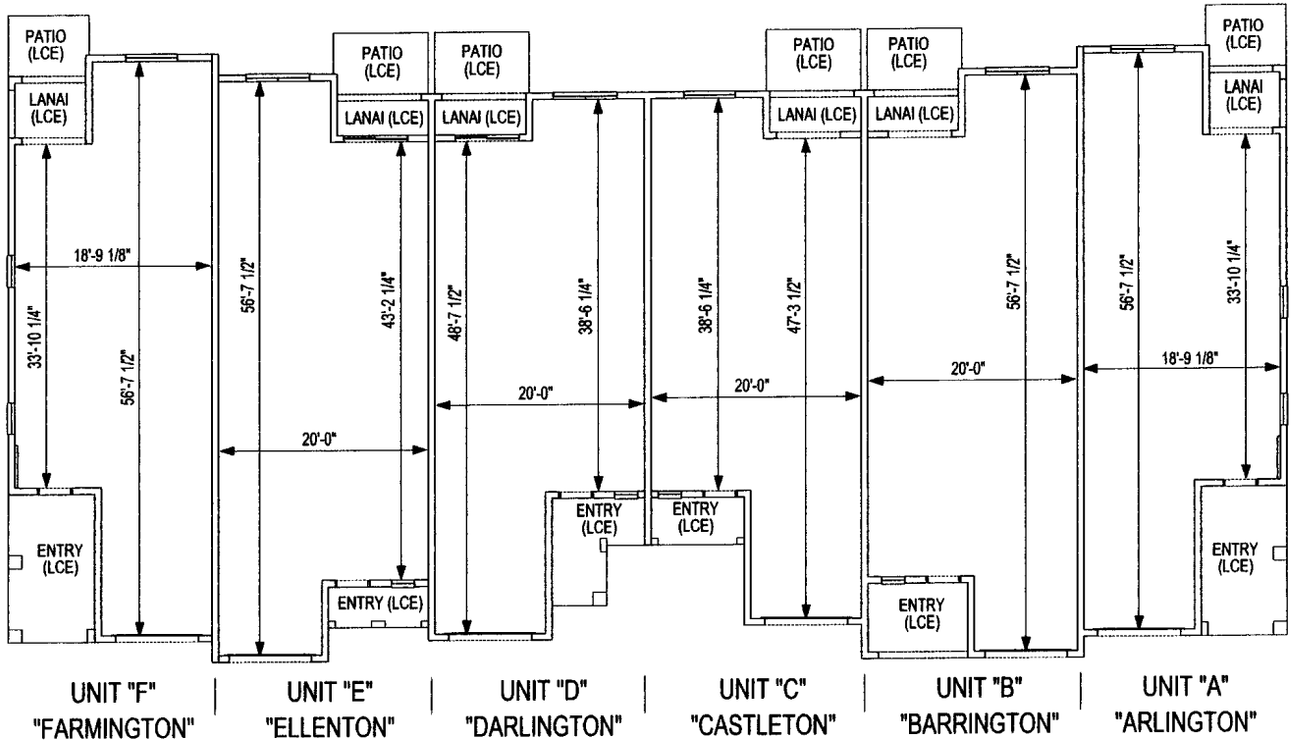
Book9473/Page3088 CFN#20070687820 Page 91 of 135

VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

CONDOMINIUM BOOK | PAGE

8' 4' 0' 8'
SCALE IN FEET SCALE: 1" = 8'



TYPICAL FIRST STORY FLOOR PLAN

6 UNIT BUILDING TYPE

Buildings B, H, J and K



FRONT ELEVATION

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professional surveyors and mappers
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GBA Job No. 0613

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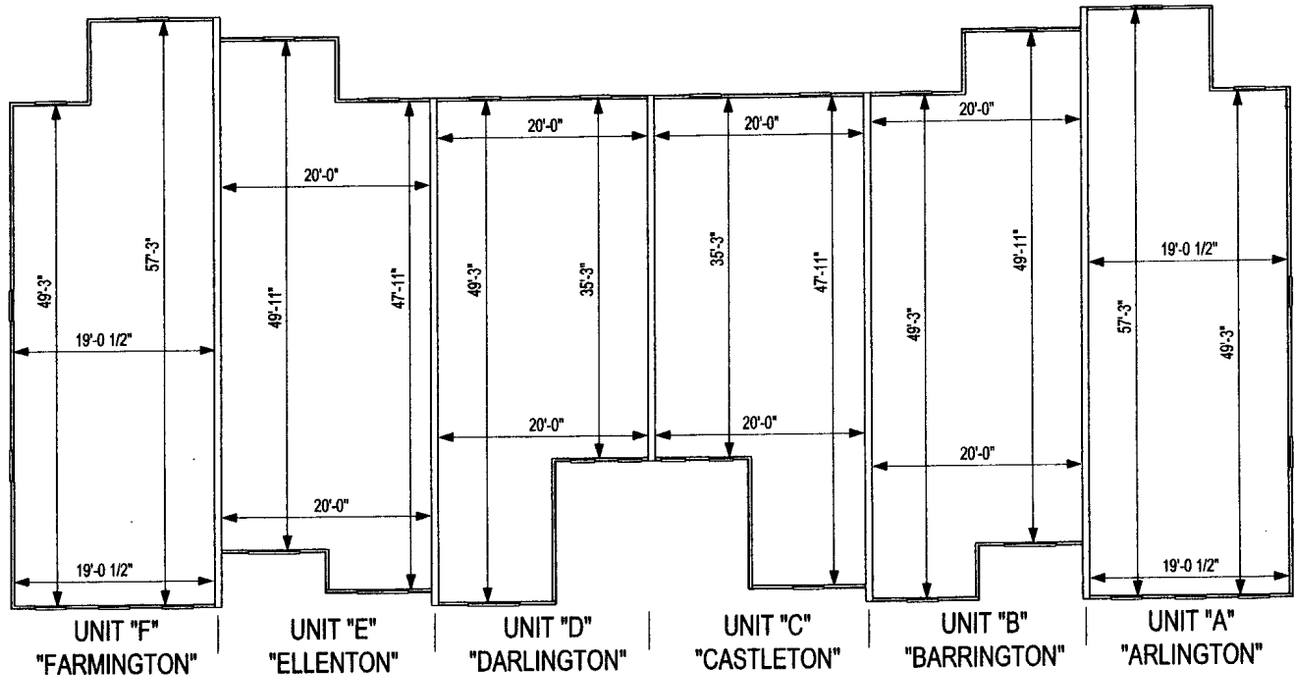
VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

CONDOMINIUM BOOK | PAGE

Sheet 32 of 41

8' 4' 0' 8'
SCALE IN FEET SCALE: 1" = 8'



TYPICAL SECOND STORY FLOOR PLAN

6 UNIT BUILDING TYPE

Buildings B, H, J, and K

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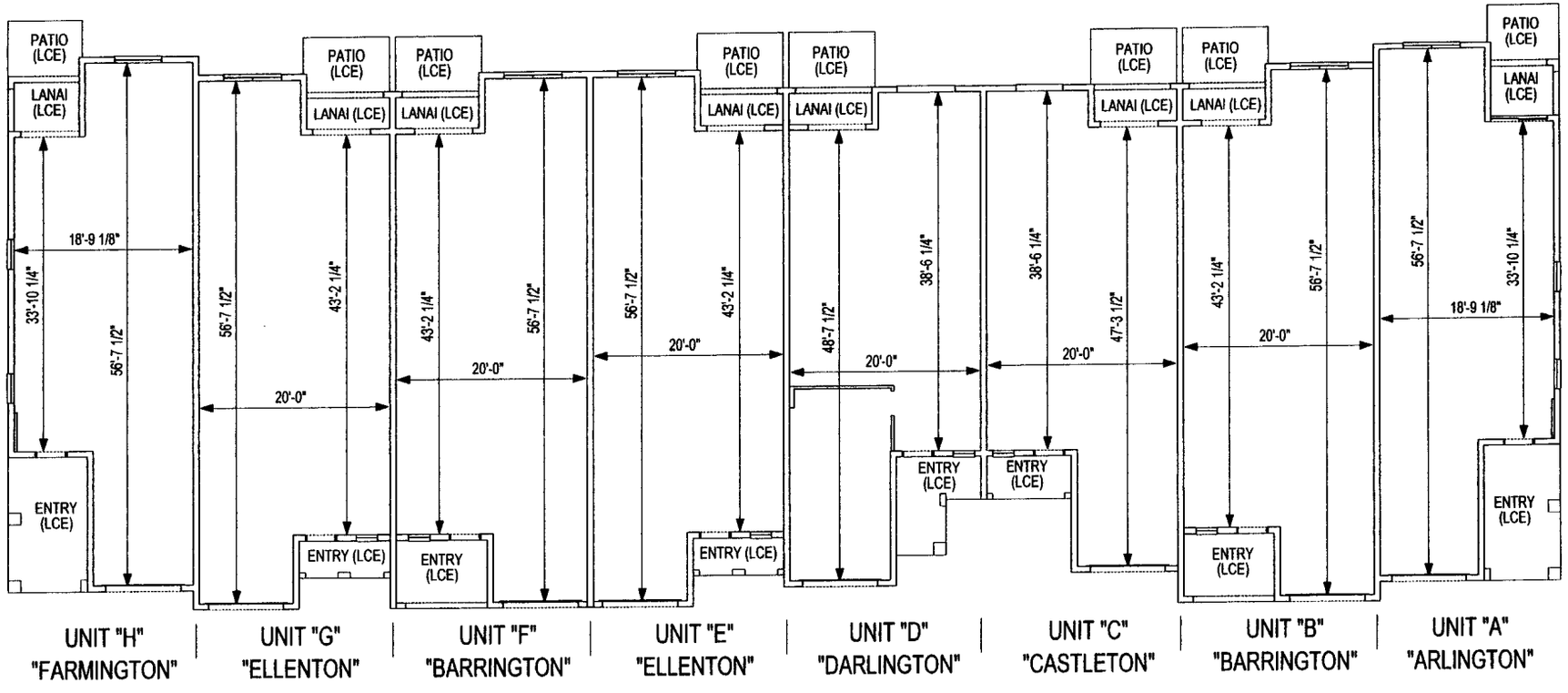
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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

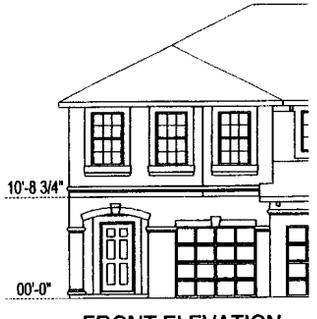
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SCALE IN FEET SCALE: 1" = 8'



TYPICAL FIRST STORY FLOOR PLAN

8 UNIT BUILDING TYPE

Buildings C, D, E, F and G



FRONT ELEVATION

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professional surveyors and mappers
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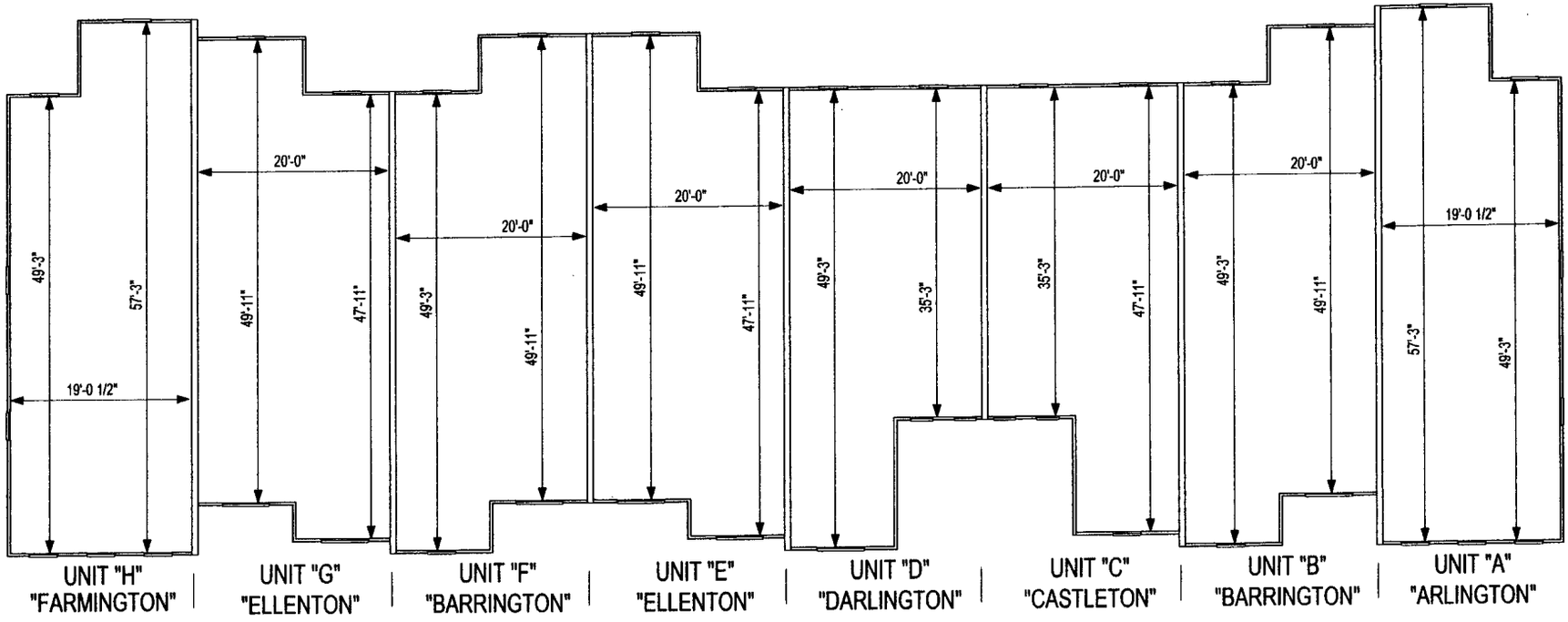
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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

CONDOMINIUM BOOK | PAGE

8' 4' 0' 8'
SCALE IN FEET SCALE: 1" = 8'



TYPICAL SECOND STORY FLOOR PLAN

8 UNIT BUILDING TYPE

Buildings C, D, E, F and G

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CONDOMINIUM BOOK | PAGE

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

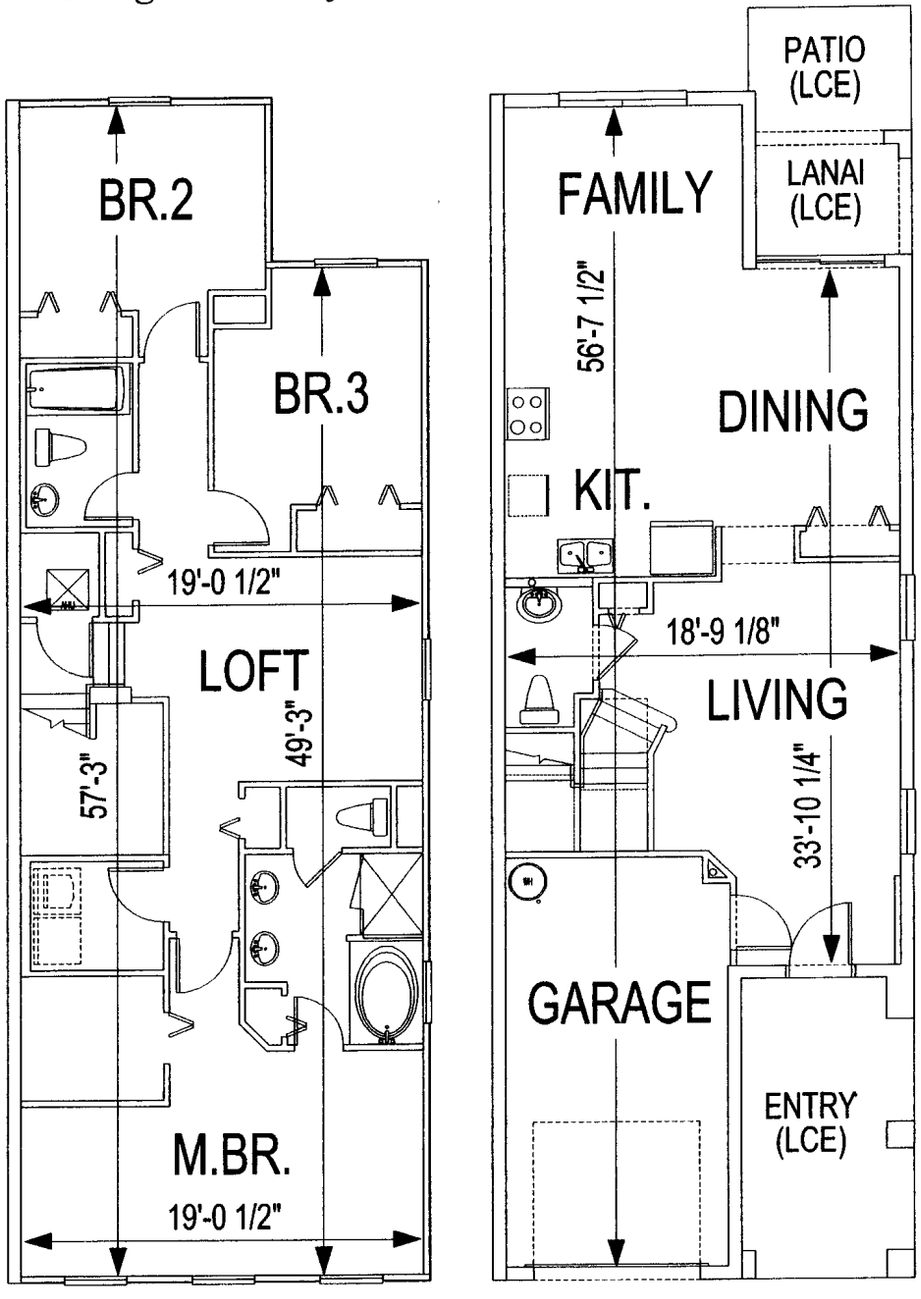
Section 15, Township 22, South, Range 30 East

Orange County, Florida

4' 2' 0' 4'

SCALE IN FEET SCALE: 1" = 4'

"ARLINGTON"



Units

2A
3A
4A
5A
6A
7A
8A
10A
11A

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GBA Job No 0813

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

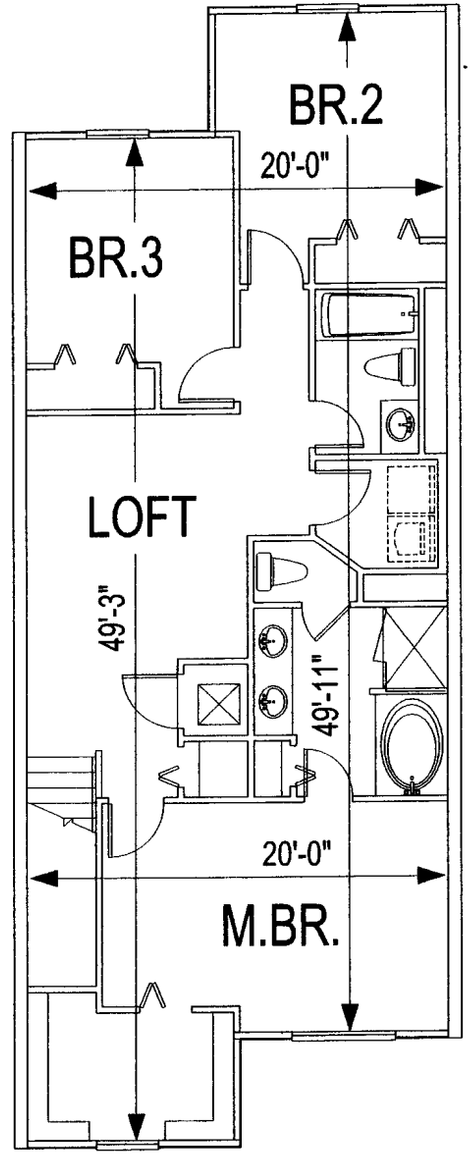
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Orange County, Florida

CONDOMINIUM BOOK | PAGE

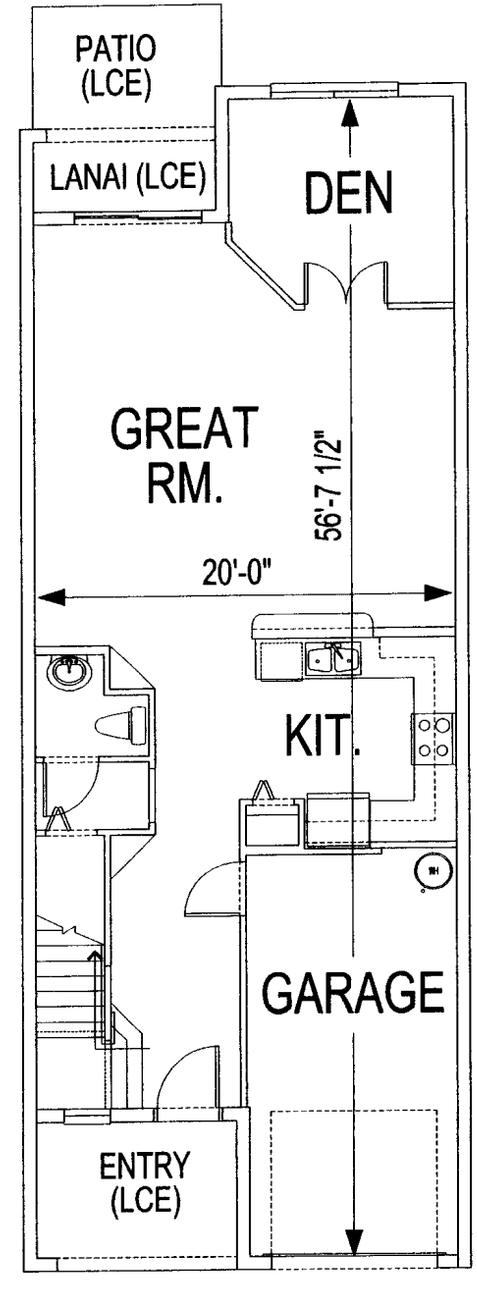
Sheet 36 of 41

SCALE IN FEET 4' 2' 0' 4' SCALE: 1" = 4'

"BARRINGTON"



2ND STORY



1ST STORY

Units
2B
3B
3F
4B
4F
5B
5F
6B
6F
7B
7F
8B
10B
11B

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GBA Job No 0813

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

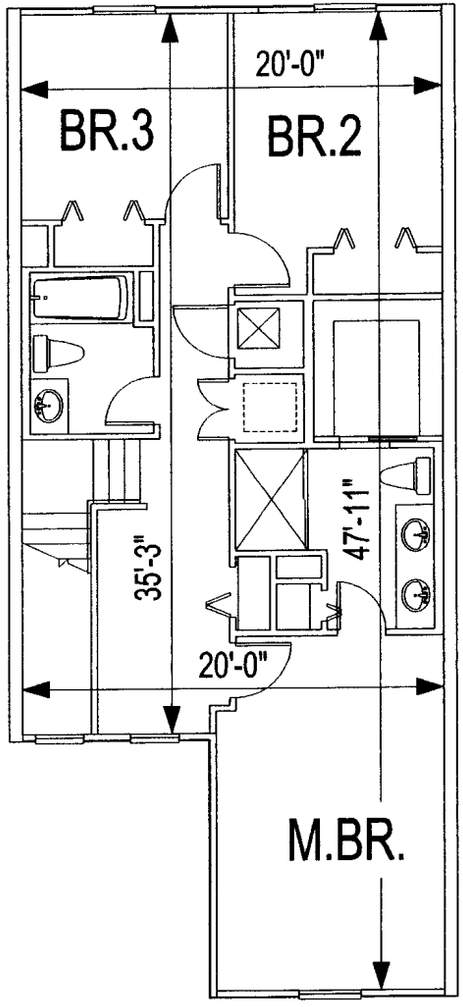
Section 15, Township 22, South, Range 30 East
Orange County, Florida

CONDOMINIUM BOOK | PAGE

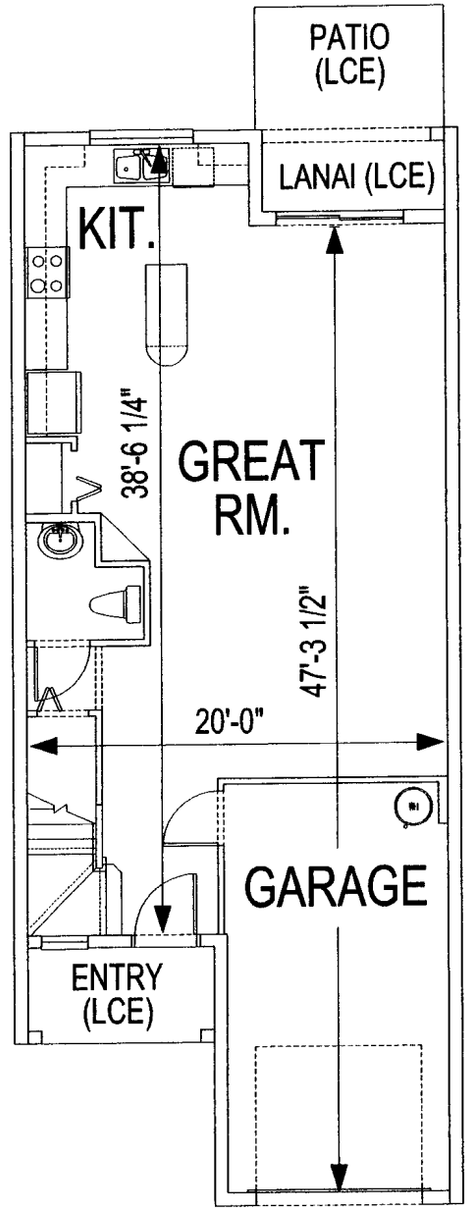
Sheet 37 of 41

4' 2' 0' 4'
SCALE IN FEET SCALE: 1" = 4'

"CASTLETON"



2ND STORY



1ST STORY

Units
2C
3C
4C
5C
6C
7C
8C
10C
11C

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GBA Job No. 0613

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

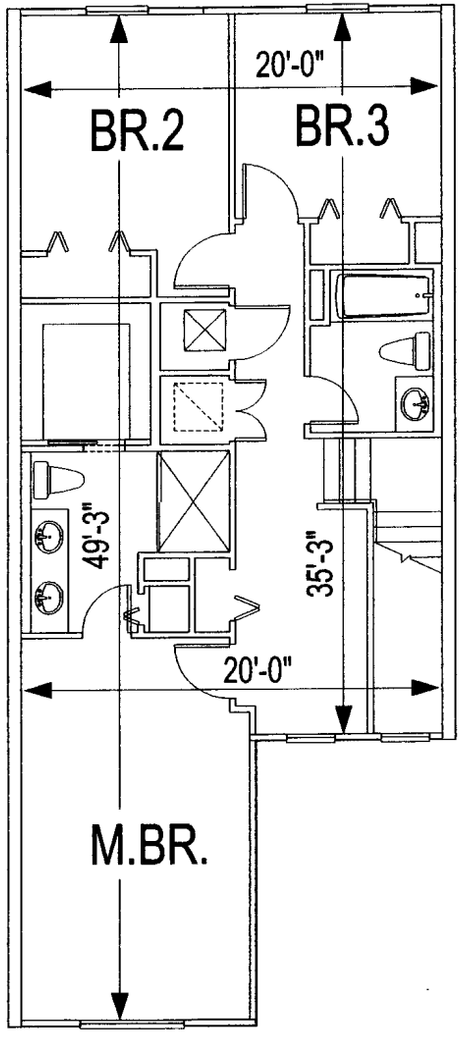
Section 15, Township 22, South, Range 30 East
Orange County, Florida

CONDOMINIUM BOOK | PAGE

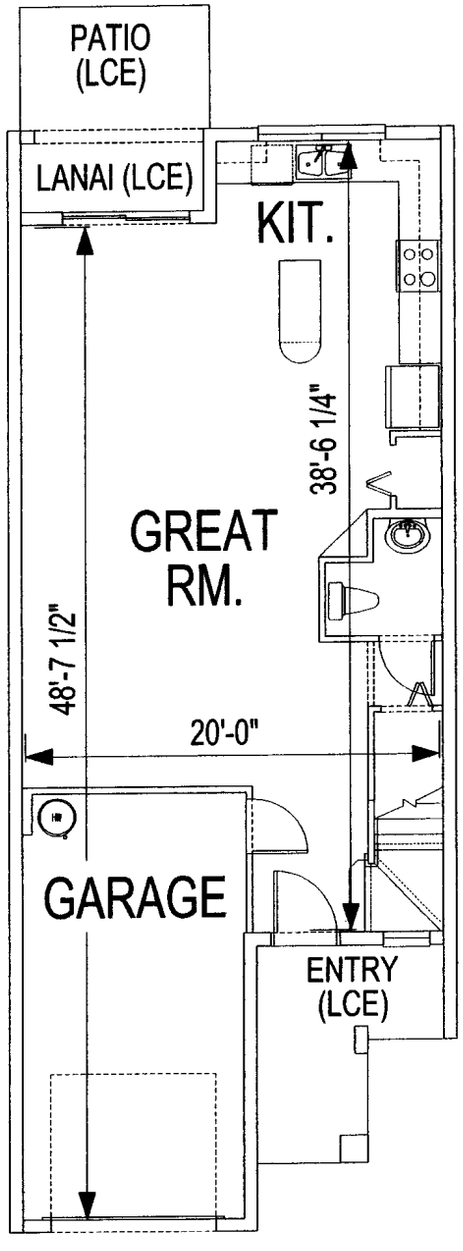
Sheet 38 of 41

4' 2' 0' 4'
SCALE IN FEET SCALE: 1" = 4'

"DARLINGTON"



2ND STORY



1ST STORY

Units
2D
3D
4D
5D
6D
7D
8D
10D
11D

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

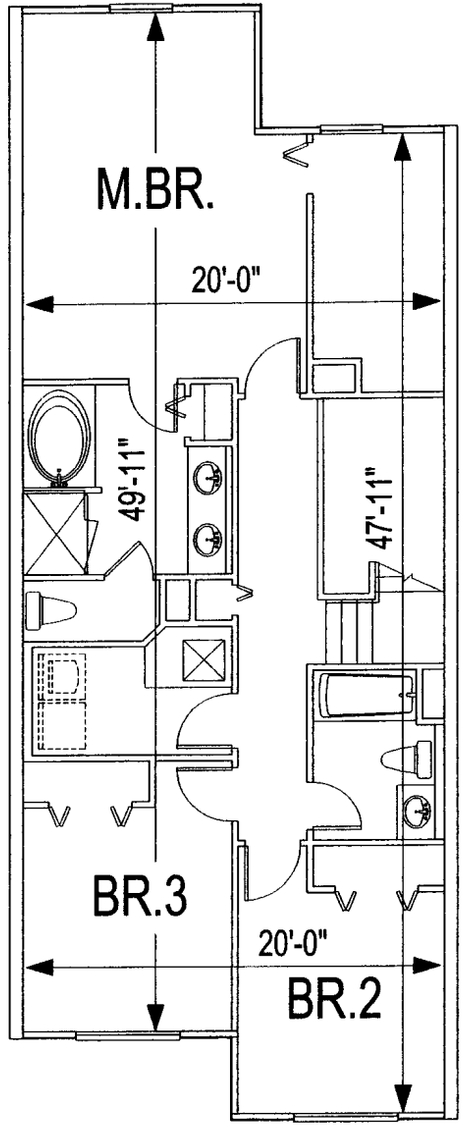
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Orange County, Florida

CONDOMINIUM BOOK | PAGE

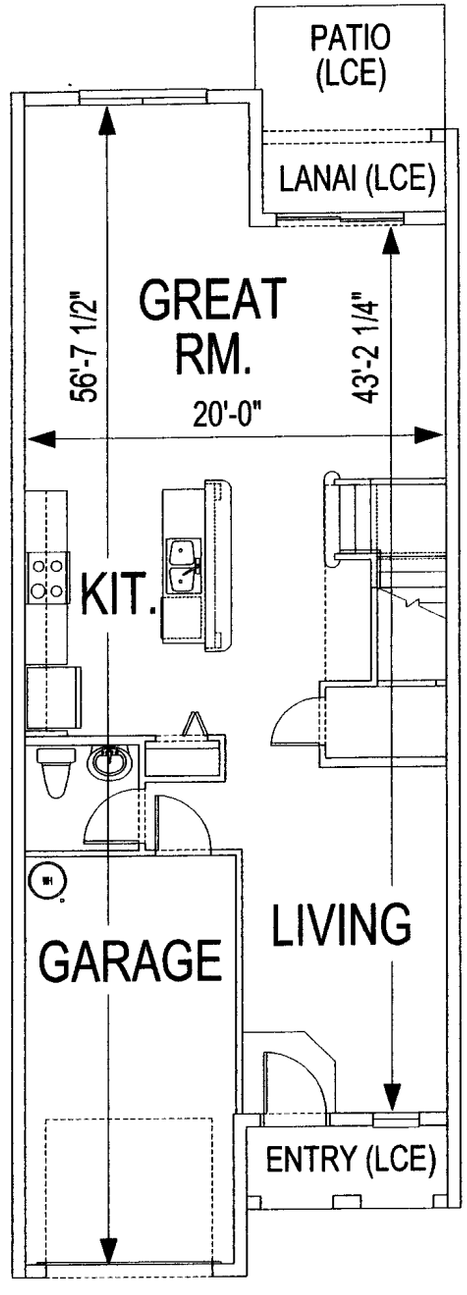
Sheet 39 of 41

4' 2' 0' 4'
SCALE IN FEET SCALE: 1" = 4'

"ELLENTON"



2ND STORY



1ST STORY

Units
2E
3E
3G
4E
4G
5E
5G
6E
6G
7E
7G
8E
10E
11E

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GBA Job No 0613

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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

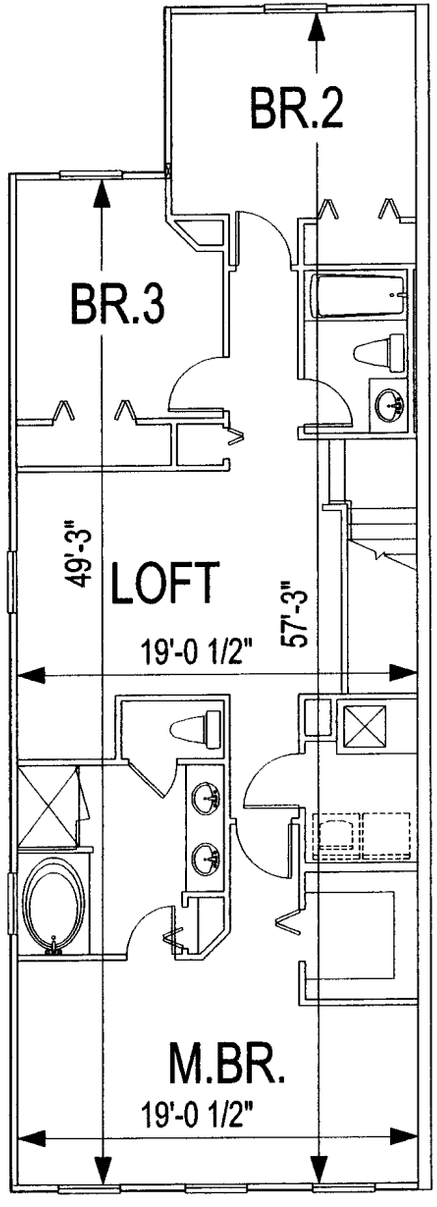
Section 15, Township 22, South, Range 30 East
Orange County, Florida

CONDOMINIUM BOOK | PAGE

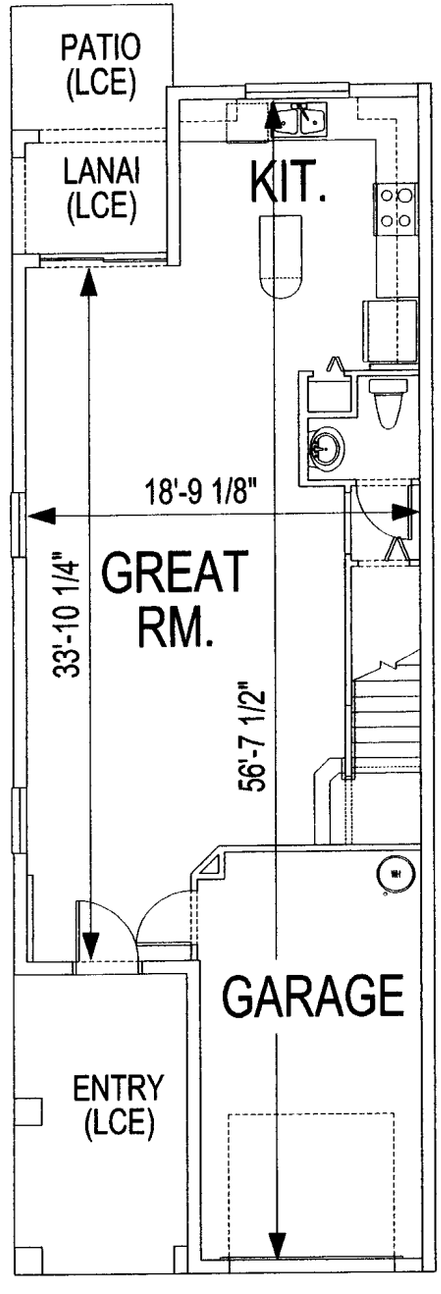
Sheet 40 of 41

4' 2' 0' 4'
SCALE IN FEET SCALE: 1" = 4'

"FARMINGTON"



2ND STORY



1ST STORY

Units
2F
3H
4H
5H
6H
7H
8F
10F
11F

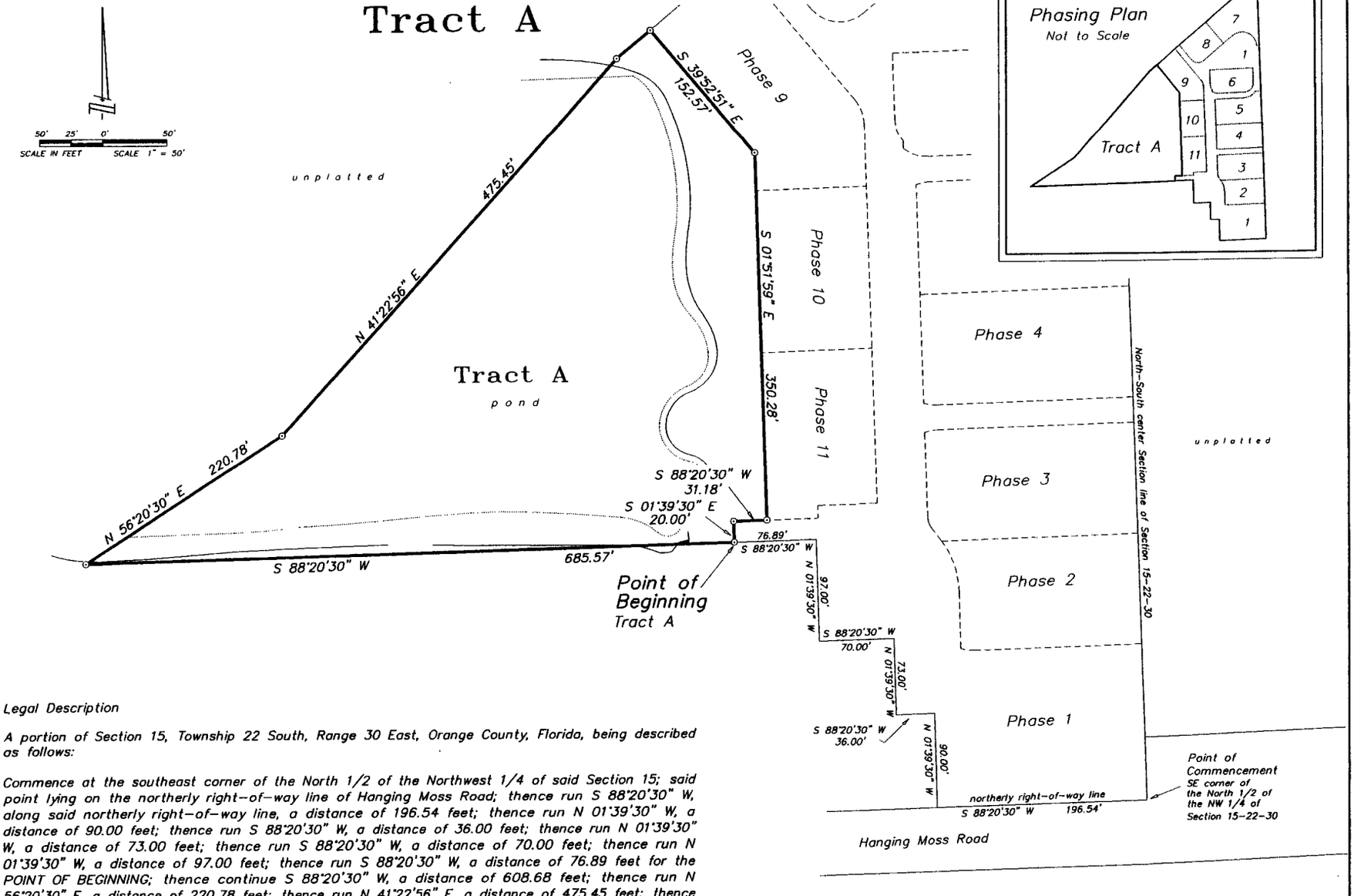
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VIA LAGO AT HANGING MOSS, A CONDOMINIUM

Section 15, Township 22, South, Range 30 East
Orange County, Florida

Tract A



Legal Description

A portion of Section 15, Township 22 South, Range 30 East, Orange County, Florida, being described as follows:

Commence at the southeast corner of the North 1/2 of the Northwest 1/4 of said Section 15; said point lying on the northerly right-of-way line of Hanging Moss Road; thence run S 88°20'30" W, along said northerly right-of-way line, a distance of 196.54 feet; thence run N 01°39'30" W, a distance of 90.00 feet; thence run S 88°20'30" W, a distance of 36.00 feet; thence run N 01°39'30" W, a distance of 73.00 feet; thence run S 88°20'30" W, a distance of 70.00 feet; thence run N 01°39'30" W, a distance of 97.00 feet; thence run S 88°20'30" W, a distance of 76.89 feet for the POINT OF BEGINNING; thence continue S 88°20'30" W, a distance of 608.68 feet; thence run N 56°20'30" E, a distance of 220.78 feet; thence run N 41°22'56" E, a distance of 475.45 feet; thence run N 50°01'10" E, a distance of 41.36 feet; thence run S 39°52'51" E, a distance of 152.57 feet; thence run S 01°51'59" E, a distance of 350.28 feet; thence run S 88°20'30" W, a distance of 31.18 feet; thence run S 01°39'30" E, a distance of 20.00 feet to the POINT OF BEGINNING.

Containing 3.70 acres, more or less.

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EXHIBIT C TO DECLARATION

ARTICLES OF INCORPORATION OF

VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION

of

VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC.

The undersigned incorporator, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, hereby adopts the following Articles of Incorporation:

ARTICLE I.
NAME AND PRINCIPAL OFFICE OF CORPORATION

The name of his corporation shall be VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC. (the "**Association**"). The corporation's principal office shall be located at 300 Colonial Center Parkway, Suite 200, Lake Mary, Florida 32746, or at such other place as may be designated by the Board of Directors in accordance with the Bylaws.

ARTICLE II.
GENERAL NATURE OF BUSINESS

The general nature of the business to be conducted by the Association shall be the operation and management of the affairs and property of the Condominium known as Via Lago at Hanging Moss, a Condominium (the "**Condominium**"), located in Orange County, Florida (the **"County"**), and to perform all acts provided in the Declaration of Condominium of said Condominium (the "**Declaration**") and the Condominium Act (all capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such term in the Declaration).

ARTICLE III.
POWERS AND DUTIES

A. The Association shall have all of the statutory powers of a corporation not for profit and all of the powers and duties set forth in Chapter 718, Florida Statutes (the **"Condominium Act"**), the Declaration, these Articles and the Bylaw. In the event of conflict among the powers and duties of the Association or the terms and provisions of the Declaration, exhibits attached thereto or otherwise, the 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. Except for those rights, privileges and powers reserved to the Developer as provided in the Declaration, the

Association shall at all times be the entity having ultimate control over the Condominium, consistent with the Condominium Act.

B. Surface Water or Stormwater Management System. The Association shall operate, maintain and manage the surface water or stormwater management system(s) in a manner consistent with the St. Johns River Water Management District permit no. 40-095-27956-4SJRWMD requirements and applicable District rules, and shall assist in the enforcement of the Declaration which relate to the surface water or stormwater management system. The Association shall levy and collect adequate Assessments against members of the Association for the costs of maintenance and operation of the surface water or stormwater management system.

ARTICLE IV.
MEMBERS

All persons owning a vested present interest in the fee title to any of the Units of the Condominium as evidenced by a duly recorded proper instrument in the Public Records of the County, shall be "Members" of the Association. Membership shall terminate automatically and immediately as a Member's vested interest in the fee title in a Unit terminates, except that upon termination of the entire Condominium, the membership shall consist of those who were Members at the time of the vote to terminate the Condominium as provided in said Declaration. In the event a Unit is owned by a legal entity other than a natural person, the officer, director, or other official so designated by such legal entity shall exercise such Owner's membership rights. The share of a Member in the funds of the and assets of the Association cannot be assigned, hypothecated, pledged, encumbered or transferred in any manner except as an appurtenance to the Unit for which that share is held.

After the conveyance of a Unit, the change of membership in the Association shall be evidenced in the Association records by delivery to the secretary of the Association of a certified copy of a deed or other instrument of conveyance.

ARTICLE V.
VOTING INTEREST

Each Unit shall be entitled to one vote per each Unit in all Association matters subject to a vote of the Unit Owners ("Voting Interest"). In the event of a joint ownership of a Unit, the Voting Interest to which that Unit is entitled shall be exercised by one of such joint owners by the remainder of the joint Owners filing a Voting Certificate with the secretary of the Association, as more particularly provided in the Bylaws.

ARTICLE VI.
INCOME DISTRIBUTION

No part of the income of the Association shall be distributed to its Members, except as compensation for services rendered.

ARTICLE VII.
EXISTENCE

The Association shall commence existence upon the filing of these Articles and shall exist perpetually unless the Condominium is terminated as provided in the Declaration or according to applicable law. In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water or Stormwater Management System (as defined in the Declaration) must be transferred to and accepted by an entity which would comply with Section 40C 42.027, Florida Administrative Code, and be approved in writing by the St. Johns River Water Management District, or its successor, prior to such termination, dissolution or liquidation.

ARTICLE VIII.
REGISTERED OFFICE AND REGISTERED AGENT

The initial registered agent of the Association shall be Coldwell Banker Commercial NRT whose address is 901 N. Lake Destiny Dr. Maitland, FL 32751.

ARTICLE IX.
NUMBER OF DIRECTORS

Until the first annual meeting of Members after the Turnover Date (defined below), the affairs of the Association shall be governed by a Board of three (3) directors. Beginning with the first annual meeting after the Turnover Date, the affairs of the Association shall be governed by a Board of no less than five (5) directors, nor more than nine (9) directors, as determined from time to time upon majority vote of the membership, but in no event shall their be an even number of directors. The nomination, election and appointment of Directors and the filling of vacancies shall be has provided in the Bylaws.

ARTICLE X.
FIRST BOARD OF DIRECTORS AND OFFICERS

The names and post office addresses of the members of the first Board of Directors and officers, all of whom shall hold office until their successors are duly elected and qualified, are as follows:

NAME	OFFICE	ADDRESS
Katherine H. Anderson	President./Director	300 Colonial Center Parkway, Suite 200 Lake Mary, Florida 32746

Sylvia McCook	Vice Pres./Sec./Director.	300 Colonial Center Parkway, Suite 200, Lake Mary, Florida 32746
Colleen Maguire	Treas./Director	300 Colonial Center Parkway, Suite 200, Lake Mary, Florida 32746

ARTICLE XI.
INDEMNIFICATION OF OFFICERS AND DIRECTORS

A. **Indemnity**. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or contemplated action, suit or proceedings, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceedings, unless (i) a court of competent jurisdiction determines, after all available appeals have been exhausted or not pursued by the proposed indemnitee, that he did not act in good faith, nor in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, that he had reasonable cause to believe his conduct was unlawful, and (ii) such court further specifically determines that indemnification should be denied. The termination of any action, suit or proceedings by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

B. **Expenses**. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in **ARTICLE XI. A.** above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and appellate attorneys' fees) actually and reasonably incurred by him in connection therewith.

C. **Advances**. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suti or proceedings upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association as authorized in this **ARTICLE XI**.

D. **Miscellaneous**. The indemnification provided by this **ARTICLE XI** shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any bylaw, agreement, vote of Members or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

E. **Insurance**. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving, at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of this Article.

F. **Amendment**. Anything to the contrary herein notwithstanding, the provisions of this **ARTICLE XI** may not be amended without the prior written consent of all persons whose interest would be adversely affected by such amendment.

ARTICLE XII.
RIGHTS OF DEVELOPER

Notwithstanding anything contained in these Articles of Incorporation or the Bylaws, the Developer of the Condominium, shall have full right and authority to manage the affairs of, and the exclusive right to elect the directors of, the Association (who need not be Owners) until the following shall occur:

A. When fifteen percent (15%) or more of the Units that will be operated ultimately by the Association are conveyed to Owners other than Developer, such Owners (other that Developer) shall be entitled to elect not less than one-third (1/3) of the Board of Directors.

B. Owners other than Developer will be allowed to elect a majority of the Members of the Board of Directors and control the Association at whichever of the following times shall first occur (the "**Turnover Date**").

1. Three (3) years after Developer has sold fifty (50%) percent of the Units that will be ultimately operated by the Association;

2. Three (3) months after Developer has sold ninety (90%) percent of the Units that will be ultimately operated by the Association;

3. When all of the Units that will ultimately be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by Developer in the ordinary course of business.

4. When Developer has sold some of the Units and none of the other Units are held by the Developer for sale in the ordinary course of business; or

5. Seven (7) years after recordation of the Declaration.

C. Developer shall be entitled to elect at least one (1) member of the Board of Directors as long as Developer holds at least five percent (5%) of the Units in the Condominium for sale in the ordinary course of business. So long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

1. Assessment of the Developer as Unit Owner for capital improvements.

2. Any action by the Association that would be detrimental to the sales of Units by the Developer. However, an increase in Assessments for Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of Units.

D. On the Turnover Date, the Association shall execute in favor of the Developer a receipt and acknowledgment of all items delivered to the Association by the Developer and a commitment to maintain and operate all systems and equipment within the Condominium Property in accordance with the operating manuals and warranties therefor.

ARTICLE XIII.
BYLAWS

The first Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided by the Bylaws.

ARTICLE XIV.
INCORPORATOR

The names and street addresses of the Incorporator of the Association is as follows:

Name	Address
Keith R. Waters	369 N. New York Avenue, Third Floor, Winter Park, Florida 32789

ARTICLE XV.
AMENDMENTS

The Association reserves the right to amend, alter, change or repeal any provisions contained in these Articles of Incorporation by a simple majority vote of all Voting Interests of all Members of the Association and all rights conferred upon the Members herein are granted subject to this reservation; provided, however, that, to the extent lawful, the Developer of the Condominium may amend these Articles consistent with the provisions of the Declaration, including those provisions of the Declaration allowing certain amendments to be effected by the Developer alone.

IN WITNESS WHEREOF, the undersigned incorporator has hereunto affixed his/her signature this 15th day of Oct, 2007.

Incorporator's Signature
Keith R. Waters

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 15th day of October, 2007, by Keith R. Waters, who is personally known to me.

(Print Name of Notary Public)
Notary Public – State of Florida
My Commission Expires:_____
Commission Number:_____

(NOTARIAL SEAL)

RACHEL GUZMAN
Notary Public - State of Florida
My Comm. Expires Nov 9, 2008
Commission # DD 370827

ACCEPTANCE BY REGISTERED AGENT

The undersigned hereby accepts the designation as registered agent of the foregoing corporation.

Coldwell Banker Commercial NRT

By: _____
Signature _____
Printed Name: _____
Title: V. President

EXHIBIT D TO DECLARATION

BYLAWS OF VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC

BYLAWS

OF

VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC.

I. IDENTITY

1.01 These are the Bylaws of **VIA LAGO AT HANGING MOSS CONDOMINIUM ASSOCIATION, INC.** (the **"Association"**), a corporation not-for-profit incorporated under the laws of the State of Florida and organized for the purpose of administering that certain condominium located in Orange County, Florida (the **"County"**), and known as **Via Lago at Hanging Moss, a Condominium** (the **"Condominium"**).

1.02 Principal Office. The principal office of the Association shall be at 237 S. Westmonte Drive, Suite 111, Altamonte Springs, Florida 32714, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the Association shall be kept at its principal office.

1.03 Fiscal Year. The fiscal year of the Association shall be the calendar year.

1.04 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida" the words "Corporation Not For Profit" and the year of incorporation.

II. DEFINITIONS

For convenience, these Bylaws shall be referred to as the "Bylaws" and the Articles of Incorporation of the Association as the "Articles" or "Articles of Incorporation." The other terms used in these Bylaws shall have the same definition and meaning as those set forth in the Declaration for the Condominium or the Articles, unless herein provided to the contrary, or unless the context otherwise requires.

III. MEMBERS

3.01 Members. Membership in the Association shall be determined in accordance with the Articles of Incorporation and shall automatically cease upon the termination of a vested interest in fee title in a Unit as provided in the Articles of Incorporation. Such membership may be evidenced by the issuance of a membership certificate, which shall be deemed automatically canceled when the membership terminates as provided herein and in the Articles.

3.02 Annual Meeting. The annual Members ' meeting shall be held at on the date and at the place and at the time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and, to the extent possible, no later than thirteen (13) months after the last preceding annual meeting. Unless determined otherwise by the Board of Directors, the annual meeting shall be held at (i) the principal office of the Association; or (ii) such other place within Seminole County as designated by the President of the Association. The purpose of the meeting shall be, except as provided herein to the contrary, to elect Directors and to transact any other business authorized to be transacted by the Members, or as stated in the notice of the meeting sent to Members. The first annual meeting shall be held on the first Tuesday that is not a state or national holiday in the month of March following the year in which the Declaration is recorded in the Public Records of Seminole County, Florida.

3.03 Special Meetings. Special Members ' meetings shall be held at such places as provided herein for annual meetings, and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the President or Secretary (1) upon receipt of a written request from a majority of the Members of the Association, (2) to approve, in the manner provided herein, an annual budget requiring regular annual Assessments exceeding 115% of the regular annual Assessment for the preceding fiscal year, (3) to approve, in the manner provided herein, a Special Assessment against the Units, and (4) to recall a member or members of the Board of Directors. The business conducted at a special meeting of the Members shall be limited to that stated in the notice of the special meeting.

3.04 Notice of Meeting; Waiver of Notice. Notice of all meetings of Members, if any, shall be given by the Secretary or, in the absence of the Secretary, another officer of the Association, to each Member, if any (unless waived in writing). Each notice shall be written or printed and shall incorporate an identification of agenda items and shall state the time, place of and purpose for which the meeting is called. Notice of the annual meeting shall be given to each Member not less than fourteen (14) days nor more than sixty (60) days prior to the date set for the meeting, and shall be mailed to each Member. Such notice shall be deemed properly given when deposited in the United States mail, addressed to the Member at his post office address, as it appears on the records of the Association, with postage thereon, prepaid. An officer of the Association shall provide an Affidavit, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed in accordance with this provision, to each Member at the address last furnished to the Association. Each notice shall, in addition, be posted at a conspicuous place in the Condominium at least fourteen (14) continuous days prior to said meeting. Upon notice to all Members, the Board shall, by duly adopted rule, designate a specific location on the Condominium Property, upon which all notices of Member meetings shall be posted. If any meeting of the Members can not be held because a quorum is not present or because a greater percentage of the Voting Interest required to constitute a quorum for a particular purpose is not present, wherever the latter percentage may be required as set forth in the Articles, the Bylaws or the Declaration, the Members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum or the required percentage of attendance, if greater than a quorum, is present. The

attendance of any Member (or person authorized to vote for such Member) shall constitute such Member's waiver of notice of such meeting, except when his (or his authorized representatives) attendance is for the expressed purpose of objecting at the beginning of the meeting to the transaction of business on the grounds that the meeting was not lawfully called.

3.05 Quorum. A quorum at a Members meeting shall be attained by the presence, either in person or by proxy, of one third (1/3) of the Voting Interest in good standing. A simple majority of all Voting Interests present in person or by proxy at a meeting where a quorum is present shall decide any question brought before the meeting, except when otherwise required by the Condominium Act, Declaration, Articles of Incorporation or these Bylaws.

3.06 Voting.

(a) Number of Votes. Except as provided in paragraph 3.11 hereof, in any meeting of Members, each Member shall be entitled to cast one vote for each Unit owned, with only one vote being cast for each Unit regardless of the number of record Owners of the Unit ("**Voting Interest**"). The Voting Interest appurtenant to a Unit shall not be divisible.

(b) Majority Vote. The acts approved by a majority of the Voting Interests present in person or by proxy at a meeting at which a quorum shall have been attained shall be binding upon all Members for all purposes, except where otherwise provided by law, the Declaration, the Articles or these Bylaws. As used in these Bylaws, the Articles or the Declaration, the terms "majority of the Members", and "majority of the Members", shall mean a majority of the Voting Interests and not a majority of the Members themselves and shall further mean more than fifty percent (50%) of the then total authorized Voting Interest present in person or by proxy and voting at any meeting of the Members at which a quorum is required and shall have been attained. Similarly, if some greater percentage of Members is required herein or in the Declaration or Articles, it shall mean such greater percentage of the Voting Interests and not of the Members themselves.

(c) Voting Member. If a Unit is owned by one person, his right to vote shall be established by the roster of Members. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit according to the roster of Members and filed with the Secretary of the Association ("**Voting Certificate**"). Such person need not be a Member, nor one of the joint Owners. If a Unit is owned by a corporation or other entity, the person entitled to cast the vote for the Unit shall be designated by a Voting Certificate signed by an appropriate officer of the entity and filed with the Secretary of the Association. Such person need not be a Member. Those Voting Certificates shall be valid until revoked or until superseded by a subsequent Voting Certificate or until a change in the ownership of the Unit concerned. A Voting Certificate designating the person entitled to cast the vote for a Unit may be revoked by any record Owner of an undivided interest in the Unit. If a Voting Certificate designating the person entitled to cast the vote for a Unit for which such Voting Certificate is required is not on file or has been revoked, the vote attributable to such Unit shall not be considered in determining whether a quorum is present, nor for any other purpose,

and the total number of authorized votes in the Association shall be reduced accordingly until such Voting Certificate is filed, except if the Unit is owned jointly by a husband and wife. If a Unit is owned jointly by a husband and wife, they may, without being required to do so, designate a voting Member in the manner provided above. Such designee need not be a Member. In the event a husband and wife do not designate a voting Member, the following provisions shall apply:

(i) If both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting, and their vote shall not be considered in determining whether a quorum is present on that subject at the meeting (and the total number of authorized votes in the Association shall be reduced accordingly for such subject only).

(ii) If only one is present at a meeting, the person present shall be counted for purposes of a quorum and may cast the Unit vote just as though he or she owned the Unit individually, and without establishing the concurrence of the absent person.

(iii) If both are present at a meeting and concur, either one may cast the Unit vote.

3.07 Proxies. Votes may be cast in person, by limited proxy and not by general proxy unless specifically permitted in *Chapter 718, Florida Statutes*. Specifically, limited proxies shall be used for votes taken to waive or reduce reserves; votes taken to amend the Declaration, Articles or Bylaws; and for any other matter for which *Chapter 718, Florida Statutes*, requires or permits a vote of the Members. General proxies may be used for other matters for which limited proxies are not required and as otherwise authorized by applicable law. In addition to the use of limited proxies, general proxies may also be used for the purpose of obtaining a quorum. Limited proxies may not be used in electing the members of the Board, except in the case of recall, as provided for under *Rule 61B-23.0026, Florida Administrative Code*. A proxy may be made by any person entitled to vote, but shall not be valid except for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Member executing it. A proxy must be filed in writing, signed by the person authorized to cast the vote for the Unit and filed with the Secretary before the appointed time of the meeting. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution is not authorized.

3.08 Adjourned Meetings. If any proposed meeting cannot be organized because a quorum has not been attained, a majority of the Voting Interests present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present, provided notice of the newly scheduled meeting is given in the manner required for the giving of notice of a meeting; provided, however, in no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given and every proxy shall be revocable at any time at the pleasure of the person executing it.

3.09 Order of Business. If a quorum has been attained, the order of business at annual Members ' meeting, and if applicable, at other Members ' meetings (which order may be changed or waived, in whole or in part, by direction of the Chairman), shall be:

(a) ballots not yet cast shall be collected;

(b) call to order by the President;

(c) appointment by the President or chairman of the meeting (who need not be a Member or a director);

(d) proof of notice of the meeting or waiver of notice;

(e) reading of minutes;

(f) reports of officers;

(g) reports of committees;

(h) appointment of inspectors of election;

(i) determination of number of Directors to be elected;

(j) election of Directors;

(k) unfinished business;

(l) new business;

(m) adjournment.

3.10 Minutes of Meeting. The minutes of all meetings of Members shall be kept in a book available for inspection by Members or their authorized representatives and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

3.11 Action Without a Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of Members, or any action which may be taken at any annual or special meeting of such Members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the Members (or persons authorized to cast the vote of any such Members as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting of Members at which a quorum of Members (or authorized person) entitled to vote thereon were present and voted. Within ten (10) days after

obtaining such authorization by written consent, notice must be given to Members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

IV. DIRECTORS

4.01 Membership. The business of the Association shall be conducted by a Board of Directors which shall consist of no fewer than three (3) persons until the first annual meeting of Members after Turnover and no fewer than five (5) or more than nine (9) persons after the first annual meeting of Members after Turnover, and in no case shall there be an even number of Directors, the exact number to be determined in the first instance in the Articles, and, thereafter, except as provided herein, from time to time upon majority vote of the membership. Except for Directors appointed by the Developer, Directors must be Members.

4.02 Election of Directors. The election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual Members' meeting, except as provided herein to the contrary.

(b) Candidates for the Board of Directors must give written notice to the Association not less than 40 days before a scheduled election.

(c) Except for those appointed or elected by the Developer, each director shall be (i) a Member of the Association; or (ii) a person exercising the rights of a Member who is not a natural person. All directors shall act without compensation unless otherwise provided by resolution of the membership. The election of directors shall be by written ballot or voting machine. Proxies shall in no event by used in electing the Board at general elections or to fill vacancies caused by resignation or otherwise, provided, however, that limited proxies may be used to fill a vacancy resulting from the recall of a director, in the manner provided by the rules of the Division. Elections shall be decided by a plurality of those ballots and votes cast. A Member (other than Developer) elected to the Board of Directors shall hold office for a term of one (1) year until the first annual meeting subsequent to the election of such Member and thereafter, subject to annual re-election.

4.03 Vacancies and Removals.

(a) Except as to vacancies resulting from removal of Directors by recall (as addressed in subsections 4.3.2 and 4.3.3 below), vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by a majority vote of the remaining Directors at any Board meeting (even if the remaining Directors constitute less than a quorum), provided that only the Developer may vote, in person or by limited proxy, to fill a vacancy on the Board previously occupied by a Director elected or appointed by the Developer.

(b) Any Director elected by the Members (other than the Developer) may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all Voting Interests. A special meeting of the Members to recall a Director or Directors may be called by 10 percent of the Voting Interests giving notice of the meeting as required for a meeting of Members, and the notice shall state the purpose of the meeting. The conveyance of all Units owned by a Director in the Condominium (other than appointees of the Developer or Directors who were not Members) shall constitute the resignation of such Director.

(c) When both the Developer and other Members are entitled to representation on the Board of Directors, pursuant to *Section 718.301, Florida Statutes* or *Rule 61B-23.003, Florida Administrative Code*, the recall and replacement of Board Members elected or appointed by the Developer and the recall and replacement of Board Members elected or appointed by Members other than the Developer shall be as provided for in *Rule 61B-23.0026, Florida Administrative Code.*

4.04 Term. Except as provided herein to the contrary, the term of each Director ' s service shall extend until the next annual meeting of the Members and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided.

4.05 Organizational Meeting. The organizational meeting of newly-elected or appointed Directors shall be held at such place and time as shall be fixed by the Directors at the meeting at which they were elected or appointed, and shall be properly noticed as called for in section 718.112, Florida Statutes.

4.06 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. Regular meetings of the Board of Directors shall be open to all Members and notice of such meetings shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours continuously in advance for the attention of the Members of the Association, except in the event of an emergency. Notwithstanding the foregoing, written notice of any meeting at which non-emergency Special Assessments, or at which amendment to rules regarding Unit use, will be considered, shall be mailed or delivered to the Members and posted conspicuously on the Condominium Property not less than 14 days prior to the meeting. Evidence of compliance of the 14 day notice shall be made by an affidavit executed by the person providing the Notice and filed among the Official Records of the Association. Notice of any meeting in which Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

4.07 Special Meetings. Special meeting of the Directors may be called by the President, and must be called by the President or Secretary at the written request of one-third (a) of the Directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than

three (3) days prior to the meeting. Special meetings of the Board of Directors shall be open to all Members and notice of a special meeting shall be posted conspicuously on the Condominium Property at least forty-eight (48) hours continuously in advance for the attention of the Members of the Association, except in the event of an emergency.

4.08 Waiver of Notice. Any Director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the due receipt by said Director of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of such meeting, except when his attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

4.09 Quorum. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of Directors is specifically required by the Declaration, the Articles or these Bylaws.

4.10 Adjourned Meetings. If, at any proposed meeting of the Board of Directors, there is less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present, provided notice of such newly scheduled meeting is given as required hereunder. At any newly scheduled meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

4.11 Agreement or Disagreement with any Action Taken. A member of the Board of Directors or a committee created by the Board of Directors may submit, in writing, his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement 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.

4.12 Presiding Officer. The presiding officer at the Directors' meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

4.13 Order of Business. If a quorum has been attained, the order of business at Directors' meetings (which order may be waived in whole or in part by direction of the presiding officer) shall be:

(a) proof of due notice of meeting;

(b) reading and disposal of any unapproved minutes;

(c) reports of officers and committees;

(d) election of officers;

(e) unfinished business;

(f) new business;

(g) adjournment.

4.14 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book available for inspection by Members, or their authorized representatives, and Board members at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

4.15 Committees.

(a) The Board of Directors, by resolution adopted by a majority of the directors in office, may designate one or more Committees comprised of a least one director which, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association and the Condominium. However, the designation of such Committees and the delegation of authority thereto shall not operate to relieve the Board of Directors or any individual director of any responsibility imposed by law.

(b) Other Committees not having and exercising the authority of the Board of Directors in the management of the Association may be designated by a resolution adopted by a majority of the directors present at a meeting at which a quorum is present. Except as otherwise provided in such resolution, members of each such Committee shall be Association Members, and the President of the Association shall appoint the members thereof.

(c) The Board of Directors may appoint a Committee to be known as the Dispute Committee, which shall initially hear and recommend the disposition of disputes by and between Members, or between Members and the Board and/or officers of the Association. In the event that a member of the Dispute Committee is a party to a dispute, such member shall be replaced temporarily by another Member appointed by the Board.

(d) Any party to a dispute may submit in writing to the Board of Directors a request for the convening of the Dispute Committee, and the Board shall at its earliest convenience convene the Dispute Committee and establish a time and place for hearing the dispute, serving a copy of the written request upon all interested parties by hand delivery or return receipt mail. All parties so served shall be required to attend such hearing, subject to the right of the Dispute Committee to adjourn in the event of illness or other satisfactory reason for inability to attend. The Dispute Committee within ten (10) days after a hearing shall file a written report with the Board of Directors containing its recommendations, serving a copy of the written report on all interested parties by hand delivery or by return receipt mail. The Board shall then consider the recommendation of the Dispute Committee and take such action as its deems appropriate to the extent its jurisdiction permits. The purpose of the Dispute Committee is to establish a vehicle for

disposal of minor disputes and grievances in an expeditious manner. The Dispute Committee is not intended to be vested with such rights and powers as would preclude any aggrieved party from seeking judicial redress.

(e) Each member of a Committee shall serve until the next annual Member meeting and until his successor in appointed, unless (i) the Committee is terminated; (ii) such member is removed by the persons authorized to appoint such member, or (iii) such member shall cease to qualify as a member thereof.

(f) One member of each Committee shall be appointed chairman by the persons authorized to appoint the members thereof.

(g) Vacancies in the membership of any Committee may be filled by appointments made in the same manner as provided for original appointments.

(h) Unless otherwise provided in the resolution of the Board of Directors designating a Committee, a majority of the entire Committee shall constitute a quorum, and the act of a majority of the Members present at a meeting at which a quorum is present shall be the act of the Committee.

(i) Each Committee may adopt rules for its own governance not inconsistent with these Bylaws or with rules adopted by the Board of Directors. The Board of Directors may, by resolution duly adopted, appoint an Executive Committee to consist of three (3) or more members of the Board of Directors. Such Executive Committee shall have and may exercise all of the powers of the Board of Directors in management of the business and affairs of the Condominium during the period between the meetings of the Board of Directors insofar as may be permitted by law, except that the Executive Committee shall not have power **(a)** to determine the Common Expenses required for the affairs of the Condominium, **(b)** to determine the Assessments payable by the Members to meet the Common Expenses of the Condominium, **(c)** to adopt or amend any rules and regulations covering the details of the operation and use of the Condominium Property, or **(d)** to exercise any of the powers set forth in paragraphs (g) and (p) of Section 5 below.

(j) The Board may by resolution also create other committees and appoint persons to such committees and invest in such committees such powers and responsibilities as the Board shall deem advisable.

4.16 Proviso.

(a) Notwithstanding anything to the contrary contained in this Article IV or otherwise, the Board shall consist of no less than three (3) directors during the period that the Developer is entitled to appoint a majority of the Directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until Members other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the

Association; whereupon, the Members other than the Developer shall then be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Members other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors **(i)** three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; **(ii)** three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to Purchasers; **(iii)** when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business; or **(iv)** when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or **(v)** seven years after the date of recordation of the Declaration of Condominium, whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

(b) The Developer may turn over control of the Association to Members other than the Developer prior to such dates in its sole discretion by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Members other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days ' notice of Developer ' s decision to cause its appointees to resign is given to Members, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Members other than the Developer refuse or fail to assume control. Within seventy-five (75) days after the Members other than the Developer are entitled to elect a member or members of the Board of Directors, or sooner if the Developer has elected to accelerate such event as aforesaid, the Association shall call, and give not less than sixty (60) days ' notice of a meeting of the Members to elect such member or members of the Board of Directors. The meeting may be called and the notice given by any Members if the Association fails to do so.

(c) At the time the Members other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association. Simultaneously, the Developer shall deliver to the Association all property of the Members and of the Association held or controlled by the Developer, except that financial records shall be delivered no more than ninety (90) days after the election. Such property includes, but is not limited to, the following items, if applicable:

(i) the original or a photocopy of the recorded Declaration of Condominium, and all amendments thereto. If a photocopy is provided, the Developer must certify by affidavit that it is a complete copy of the actual recorded Declaration;

(ii) a certified copy of the Articles of Incorporation of the Association;

(iii) a copy of the Bylaws of the Association;

(iv) the minute books, including all minutes, and other books and records of the Association;

(v) any rules and regulations which have been adopted;

(vi) resignations of resigning officers and Board members who were appointed by the Developer;

(vii) the financial records, including financial statements of the Association, and source documents since the incorporation of the Association through the date of turnover. The records shall be reviewed by an independent certified public accountant. The minimum report required shall be a review which must be in accordance with generally accepted standards as defined by the Board of Accountancy. Said accounting shall include a review of all supporting documents and records including cash disbursements and related paid invoices to determine if expenditures were for association purposes and the billings, cash receipts and related records to determine that the Developer was charged and paid the proper amounts of Assessments;

(viii) Association funds or the control thereof;

(ix) all tangible personal property that is the property of the Association or is or was represented by the Developer to be part of the Common Elements or is ostensibly part of the Common Elements, and an inventory of such property;

(x) a copy of the plans and specifications utilized in the construction or remodeling of Improvements and the supplying of equipment, and for the construction and installation of all mechanical components servicing the Improvements and the Condominium Property, with a certificate, in affidavit form, of an officer of the Developer or an architect or engineer authorized to practice in Florida, that such plans and specifications represent, to the best of their knowledge and belief, the actual plans and specifications utilized in the construction and improvement of the Condominium Property and the construction and installation of the mechanical components serving the Improvements and the Condominium Property;

(xi) a list of the names and addresses, of which the Developer had knowledge at any time in the development of the Condominium, of all contractors, subcontractors, and suppliers utilized in the construction or remodeling of the Improvements and in the landscaping of the Condominium or Association Property;

(xii) insurance policies;

(xiii) copies of any certificates of occupancy which may have been issued for the Condominium Property;

(xiv) any other permits issued by governmental bodies applicable to the Condominium Property in force or issued within one (1) year prior to the date the Members take control of the Association;

(xv) all written warranties of contractors, subcontractors, suppliers and manufacturers, if any, that are still effective;

(xvi) a roster of Members and their addresses and telephone numbers, if known, as shown on the Developer's records;

(xvii) leases of the Common Elements and other leases to which the Association is a party, if applicable;

(xviii) employment contracts or service contracts in which the Association is one of the contracting parties, or service contracts in which the Association or Members have an obligation or responsibility, directly or indirectly, to pay some or all of the fee or charge of the person or persons performing the service;

(xix) all other contracts to which the Association is a party.

4.17 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Condominium and may take all acts, through the proper officers of the Association, in executing such powers, except such acts which by law, the Declaration, the Articles or these Bylaws may not be delegated to the Board of Directors by the Members. Such powers and duties of the Board of Directors shall include, without limitation (except as limited elsewhere herein), the following:

(a) operating and maintaining the Common Elements;

(b) determining the expenses required for the operation of the Condominium and the Association;

(c) establishing and collecting the Assessments and Special Assessments from Members;

(d) employing and dismissing the personnel necessary for the maintenance and operation of the Common Elements;

(e) adopting and amending rules and regulations concerning the details of the operation and use of the Condominium Property, subject to a right of the Members to overrule the Board as provided in Section 13 hereof;

(f) maintaining bank accounts on behalf of the Association and designating the signatories required therefor;

(g) purchasing, leasing or otherwise acquiring Units or other real or personal property in the name of the Association, or its designee;

(h) purchasing Units at foreclosure or other judicial sales, in the name of the Association, or its designee;

(i) selling, leasing, mortgaging or otherwise dealing with Units acquired, and subleasing Units leased, by the Association, or its designee;

(j) conveying a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, expanding rights-of-way or other public purposes, whether by negotiation or as a result of eminent domain proceedings;

(k) organizing corporations and appointing persons to act as designees of the Association in acquiring title to or leasing Units or other property;

(l) obtaining and reviewing insurance for the Condominium Property;

(m) making repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property, in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty, or as a result of condemnation or eminent domain proceedings or otherwise;

(n) enforcing obligations of the Members, allocating profits and expenses and taking such other actions as shall be deemed necessary and proper for the sound management of the Condominium;

(o) levying fines against appropriate Members for violations of the rules and regulations established by the Association to govern the conduct of such Members;

(p) purchasing or leasing Units for use by resident superintendents and other similar persons;

(q) borrowing money on behalf of the Condominium when required in connection with the operation, care, upkeep and maintenance of the Common Elements or the acquisition of property, and granting mortgages on, or security interests in, Association Property; provided, however, that the consent of the Members having at least two-thirds (2/3) of the Voting Interest shall be required for the borrowing or acquisition in a single transaction of any sum in excess of Fifty Thousand Dollars ($50,000.00), or in the aggregate during any 12-month period in excess of One Hundred Fifty Thousand Dollars ($150,000.00), subject to annual CPI increases as more particularly

provided in the Declaration. If any sum borrowed or expended by the Board of Directors on behalf of the Condominium pursuant to the authority contained in this subparagraph 4.17 is not repaid by the Association, a Member who pays to the creditor such portion thereof as his interest in his Common Elements bears to the interest of all the Members in the Common Elements shall be entitled to obtain from the creditor a release of any judgment or other lien which said creditor shall have filed or shall have the right to file against, or which will affect, such Member ' s Unit; provided always, however, the Association shall take no action authorized in this paragraph without the prior written consent of the Developer as long as the Developer is offering Units for sale in the ordinary course of business;

(r) contracting for the management and maintenance of the Condominium Property and authorizing a managing agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the 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 by the Condominium documents and the Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association;

(s) at its discretion, authorizing Members or other persons to use portions of the Common Elements for private parties and gatherings and imposing reasonable charges for such private use;

(t) exercising all powers specifically set forth in the Declaration, the Articles, these Bylaws and in the Act; all powers incidental thereto; and all other powers of a Florida corporation not for profit;

(u) if provided for in the Declaration, imposing a lawful fee in connection with the approval of the transfer, lease, sale or sublease of Units, not to exceed the maximum amount permitted by law in any one case;

(v) contracting with and creating or joining in the creation of special taxing districts, joint councils and the like.

4.18 Liability and Indemnification. Directors shall not be liable to the Members for any mistake of judgment, and shall be liable only for their own individual willful misconduct or bad faith. The Members shall indemnify and hold harmless each director against all contractual liability arising out of contracts made on behalf of the Association, unless such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. Directors shall have no personal liability with respect to any contract made on behalf of the Association.

V. OFFICERS

5.01 Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer and a Secretary (none of whom need be Directors), all of whom shall be elected by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the Directors. A person may hold more than one office, except that the President may not also be the Secretary. No person shall sign an instrument or perform an act in the capacity of more than one office. Each officer shall be elected annually by the Board of Directors at the first director meeting following the annual Member meeting, and shall hold office until his successor shall have been elected and duly qualified, unless removed by the Board. Officers (other than those appointed by Developer) must be Members of the Association or a person exercising the membership rights of a Member who is not a natural person. All officers shall act without compensation unless otherwise provided by resolution of the membership.

5.02 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

5.03 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the vice president of an association and as may be required by the Directors or the President.

5.04 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving of all notices to the Members and Directors and other notices required by law. He shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

5.05 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a treasurer ' s report to the Board of Directors at reasonable intervals and shall perform all other duties incident to the office of treasurer and as may be required by the Directors or the President. All monies and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board of Directors. At the discretion of the Board of Directors, the Treasurer's functions may be delegated to a financial institution located in the County.

5.06 Developer Appointees. No officer appointed by the Developer may be removed except as provided in Section 4.03 hereof and by law.

5.07 Removal. Any officer may be removed by a majority vote of the Board of Directors called for that particular purpose, and the vacancy shall be filled by a director's election at the same meeting.

VI. COMPENSATION

Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

VII. RESIGNATIONS

Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignations shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

VIII. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

8.01 Budget.

(a) Adoption by Board; Items. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium (which shall detail all accounts and items of expense and contain at least all items set forth in Section 718.504[21] of the Act, if applicable), determine the amount of Assessments payable by the Members to meet the expenses of the Condominium and allocate and assess such expenses among the Members in accordance with the provisions of the Declaration. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance (to the extent required by law). These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing. The amount of reserves shall be computed by means of a formula which is based upon the estimated remaining useful life and the estimated replacement cost or deferred maintenance expense of each reserve item. Reserves shall not be required if the Members of the Association have, by a majority vote at a duly called meeting of Members, determined for a specific fiscal year to provide no reserves or reserves less adequate than required hereby. The adoption of a budget for the Condominium shall comply with the requirements hereinafter set forth:

(i) **Notice of Meeting**. A copy of the proposed budget of Common Expenses shall be mailed to each Member not less than fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting indicating the time and place of such meeting. The meeting shall be open to the Members.

(ii) **Special Membership Meeting**. If a budget is adopted by the Board of Directors which requires Assessments against such Members in any fiscal year exceeding one hundred fifteen percent (115%) of such Assessments for the preceding fiscal year, the Board shall conduct a special meeting of the Unit Owners to consider a substitute budget if the Board receives, within twenty-one (21) days after the adoption of the annual budget, a written request for a special meeting from at least ten percent (10%) of the Voting Interests. The special meeting shall be conducted within sixty (60) days after adoption of the annual budget. Each Member shall be given at least fourteen (14) days prior written notice of said meeting. At the special meeting, Members shall consider the adoption of a budget. The adoption of said budget shall require a vote of Members having not less than fifty percent (50%) of all Voting Interests (including Voting Interests held by the Developer).

(iii) **Determination of a Budget Amount**. In determining whether a budget requires Assessments against Members in any year exceeding one hundred fifteen percent (115%) of Assessments for the preceding year, there shall be excluded in the computations any authorized provisions for reasonable reserves made by the Board of Directors in respect of repair or replacement of the Condominium Property or in respect of anticipated expenses of the Association which are not anticipated to be incurred on a regular or annual basis, and there shall be excluded further from such computation Assessments for improvements to the Condominium Property.

(iv) **Proviso**. As long as the Developer is in control of the Board of Directors of the Association, the Board shall not impose Assessments for a year greater than one hundred fifteen percent (115%) of the prior year's Assessments, as herein defined, without the approval of a majority of the Voting Interests (including Voting Interests held by the Developer).

(v) **Adoption by Membership**. In the event that the Board of Directors shall be unable to adopt a budget for a fiscal year in accordance with the requirements of Subsection 8.1.1 above, the Board of Directors may call a special meeting of Members for the purpose of considering and adopting a budget, which meeting shall be called and held in the manner provided for such special meetings in subsection 8.01(a)(2).

8.02 Assessments. Assessments against Members for their share of the items of the budget shall be made for the applicable fiscal year annually at least twenty (20) days preceding the year for which the Assessments are made. Such Assessments shall be due in equal installments, payable in advance on the first day of each month (or each quarter at the election of the Board) of the year for which the Assessments are made. If annual Assessments are not made as required, Assessments shall be presumed to have been made in the amount of the last prior Assessments, and monthly or quarterly installments, as determined by the Board, on such Assessments shall be due

upon each installment payment date until changed by amended Assessments. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended at any time by the Board of Directors, subject to the provisions of Section 8.01 hereof, if applicable. Unpaid Assessments for the remaining portion of the fiscal year for which amended Assessments are made shall be payable in as many equal installments as there are full months (or quarters) of the fiscal year left as of the date of such amended Assessments, each such monthly (of quarterly) installment to be paid on the first day of the month (or quarter), commencing the first day of the next ensuing month (or quarter). If only a partial month (or quarter) remains, the amended Assessments shall be paid with the next regular installment in the following year, unless otherwise directed by the Board in its resolution.

8.03 Charges. Charges by the Association against Members for other than Common Expenses shall be payable in advance. These charges may be collected at the same time as Common Expenses. Charges may include, without limitation, charges for the use of portions of the Condominium Property, maintenance services furnished at the expense of a Member, other services furnished for the benefit of a Member, fines, damages and other sums due from such Member, any and all charges and fees which the Association is responsible or entitled to collect from some, but not all Members for the cost of repair, replacement, maintenance or insurance of Limited Common Elements, or for any other purpose permitted herein.

8.04 Assessments for Emergencies. Assessments for Common Expenses for emergencies that cannot be paid from the annual Assessments for Common Expenses shall be due only after ten (10) days notice is given to the Members concerned, and shall be paid in such manner as the Board of Directors of the Association may require in the notice of such Assessments.

8.05 Depository. The depository of the Association shall be such bank or banks in the State as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be made only by checks signed by such person or persons as are authorized by the Directors. All sums collected by the Association shall be maintained separately in the Association ' s name. For investment purposes only, reserve funds may be commingled with operating funds of the Association. Commingled operating and reserve funds shall be accounted for separately, and a commingled account shall not, at any time, be less than the amount identified as reserve funds.

8.06 Acceleration of Installments Upon Default. If a Member shall be in default in the payment of an installment of Assessments, the Board of Directors or its agent may accelerate Assessments of a Member delinquent in payment of such Assessments. Accelerated Assessments shall be due and payable on the date the claim of lien for such Assessments is filed. Such accelerated Assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

8.07 Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance

policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of bonding.

8.08 Accounting Records and Reports. The Association shall maintain accounting records in the State, according to the rules setting forth uniform accounting principals and standards adopted by the Division of Florida Land Sales, Condominiums, and Mobile Homes of The Department of Business and Professional Regulation. Within ninety (90) days after the end of the fiscal year, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within twenty-one (21) days after the financial report is completed or received by the Association from the third party, the Association shall mail to each Member at the address last furnished to the Association by the Member, or hand deliver to each Member, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the Member, without charge, upon receipt of a written request from the Member. The financial statements for the Association shall meet the requirements as set forth in section 718.111(13)(a), (b) or (c) Florida Statutes, as amended, whichever is applicable. The Association, by vote of the Members, may exercise any other options available to the Association, as provided for in section 718.111(13) Florida Statutes. At a minimum, the financial statements for the Association shall be a report of cash receipts and expenditures of the Association for the preceding fiscal year, which shall disclose the amount of receipts by accounts and receipt classifications and the amount of expenses by accounts and expense classifications including, but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the Association maintains reserves. All financial reports and financial statements for the Association shall be open to inspection by Members or their authorized representatives at reasonable times:

8.09 Application of Payment. All payments made by a Member shall be applied first to any interest accrued by the Association, then to any administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment. The foregoing shall be applicable notwithstanding any restrictive endorsement, designation, or instruction placed on or accompanying a payment.

8.10 Notice of Meetings. Notice of any meeting where Assessments against Members are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

IX. MANAGER AND EMPLOYEES

The Board of Directors may employ the services of a manager and other employees and agents to actively manage, operate, and care for the Condominium Property, and may specify such powers, duties, and compensation as the Board may deem appropriate and provide by resolution. Manager, employees and agents shall serve at the pleasure of the Board of Directors.

X. FINES

The Association may charge reasonable fines in such amounts as set forth, from time to time in its rules and regulations against a Unit for the failure of the Owner of the Unit or its occupant, licensee or invitee to comply with any provisions of the Declaration, the Bylaws or rules and regulations adopted by the Association. However, such fines shall not become liens against the Units, nor shall such fines exceed the maximum amount permitted by law for each infraction. No fine shall be levied against an Owner, his occupant, licensee or invitee until:

10.01 The party against whom the fine may be levied is afforded an opportunity for hearing before a committee of Unit Owners after reasonable notice of not less than fourteen (14) days, which notice shall include:

(a) A statement of the date, time and place of the hearing;

(b) A statement of the provisions of the Declaration, Bylaws, or rules which have allegedly been violated; and

(c) A short and plain statement of the matters asserted by the Association.

10.02 The party against whom the fine may be levied shall have an opportunity to respond, present evidence, and 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 Association. The fine shall not be levied if the committee disagrees with the fine.

XI. ARBITRATION

In addition to the provisions of the Declaration requiring mediation of disputes, pursuant to Florida Statutes Section 718.1255, disputes arising from the operation of the Condominium among Members, the Association, and their agents and assigns shall be submitted for mandatory, non-binding arbitration in accordance with the regulations of the Division of Florida Lands Sales, Condominiums and Mobile Homes.

XII. ROSTER OF MEMBERS

Each Member shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information for all purposes until notified in writing of changes therein as provided above. Only Members of record on the date notice of any meeting requiring their vote is given shall be entitled to notice of and to vote at such meeting, unless prior to such meeting other Members shall produce adequate evidence, as provided above, of their interest and shall waive in writing notice of such meeting.

XIII. PARLIAMENTARY RULES

Roberts ' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these Bylaws.

XIV. AMENDMENTS

Except as in the Declaration provided otherwise, these Bylaws may be amended in the following manner:

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

14.02 Adoption. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors or by not less than one-third of the Members of the Association. Board Members not present in person at the meeting considering the amendment, and Members of the Association not present in person or by proxy, may express their approval or disapproval in writing, but the writing shall not be used to establish a quorum for the meeting or as a vote for or against the action. The approval must be by not less than a majority of the total Voting Interests of the Association in good standing. No modification of or amendment to the Bylaws shall be valid unless set forth in or annexed to an amendment to the Declaration and duly recorded in the public records of Seminole County in the manner provided in the Declaration. The Developer shall have the rights set forth in the Declaration regarding amendments to the Bylaws and Articles. Notwithstanding the foregoing, no amendment to the Declaration, the Bylaws, Articles of Incorporation, or the rules and regulations of the Association may be adopted which in any way alters or modifies the rights, obligations, benefits or provisions relating to the Developer or mortgagees of Units, as the same are set forth in the foregoing documents, without the prior written consent thereto by the Developer and the mortgagees. No amendment shall be made that is in conflict with the Articles or Declaration. No amendment to this Section shall be valid.

14.03 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by the President or Vice President and attested by the Secretary or Assistant Secretary of the Association with the formalities of a deed, or by the

Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of the County.

XV. Rules and Regulations

The Board of Directors may, from time to time, promulgate rules and regulations , modify, amend or add to such rules and regulations regarding the use and maintenance of the Units and Common Elements (including Limited Common Elements) as may be deemed necessary and appropriate to assure the enjoyment of all Members and to prevent the unreasonable use of such areas, provided, however, that subsequent to the date control of the Board is turned over by the Developer to Members other than the Developer, Members holding a majority of the Voting Interest may overrule the Board with respect to any such promulgated rules and regulations, and modifications, amendments or additions thereto. Copies of such modified, amended or additional rules and regulations shall be furnished by the Board of Directors to each affected Member not less than thirty (30) days prior to the effective date thereof. At no time may any rule or regulation be adopted which would prejudice the rights reserved to the Developer.

XVI. Certificate of Compliance

A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units to the applicable fire and life safety codes.

XVII. Construction

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 genders.

XVIII. Captions

The captions herein are inserted only as a matter of convenience and for reference, and in no way define or limit the scope of these Bylaws or the intent of any provision hereof.

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