EXHIBIT 1 TO THIS PROSPECTUS:
DECLARATION OF CONDOMINIUM OF TUSCANY PLACE, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM

OF

TUSCANY PLACE, A CONDOMINIUM,

PHASE ONE

THIS DECLARATION OF CONDOMINIUM, made this _____ day of _____, 1979, by GOEHRING DEVELOPMENT CORP. hereinafter referred to as "Developer", for itself and it successors and assigns,

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property located in Seminole County, Florida described in Exhibit A attached hereto and by this reference made a part thereof (hereinafter referred to as the "subject property"); and

WHEREAS, Developer now desires to create Tuscany Place, a condominium, Phase One, by submitting the subject property, together with the improvements constructed thereon (hereinafter referred to as the "condominium property"), to condominium ownership and use, pursuant to Chapter 718, Florida Statutes (hereinafter sometimes called the "Act"); and

WHEREAS, Developer reserves unto itself and its successors and assigns the right but not the obligation to develop additional phases of Tuscany Place upon the land described on attached Exhibit B, (hereinafter sometimes referred to as the "phase property") which phase development is hereinafter more particularly described in Article XXII hereof, and which phases, if developed will be added by an amendment hereto as a part of this condominium as fully as if they had been developed herewith and unit owners therein will have the identical rights as unit owners herein.

NOW, THEREFORE, Developer hereby makes the following Declaration of Condominium:

ARTICLE I

STATEMENT SUBMITTING THE CONDOMINIUM

PROPERTY TO CONDOMINIUM OWNERSHIP

Developer, in accordance with the Act hereby submits the condominium property to condominium ownership and hereby makes and declares the restrictions, reservations, covenants, conditions and easements set out hereafter as applicable to said property which will be known as Tuscany Place, a condominium, Phase One, according to this Declaration and the exhibits hereto.

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated as provided herein and shall be binding upon all parties or persons subsequently owning interests in the property, and in consideration of receiving and by

acceptance of a conveyance, grant, devise, lease or mortgage, all grantees, devisees, lessees, and assigns, and all parties claiming by, through or under such persons, agree to be bound by all the provisions hereof. Both the burdens imposed and the benefits created hereby shall run with each Unit and each Unit's appurtenant interest in the common elements.

ARTICLE II

CONDOMINIUM NAME

The name of this condominium is "Tuscany Place, a condominium, Phase One". It is hereafter called "the Condominium".

ARTICLE III

The Condominium consists of the land located in Seminole County, Florida, which is more fully described in Exhibit A hereto together with the improvements constructed thereon as hereinafter described which includes the units; common elements and limited common elements. The principal improvements consist of unit buildings containing residential units (each of which shall hereafter be referred to as the "Units), driveways, parking areas, walkways and other improvements, as shown on the survey, plot plan and drawings attached hereto as Exhibit C.

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ARTICLE IV

DEFINITIONS

The terms as used herein, or elsewhere in the condominium documents, shall have the meanings as set out in the Act. All other definitions not set forth in the Act shall be set out in the body of these condominium documents. If any definition in the condominium documents conflicts with a definition in the Act, the definition in the condominium documents shall prevail and govern the interpretation of the condominium documents.

ARTICLE V

UNITS AND UNIT IDENTIFICATION

5.1. Unit Designation. There are eighteen condominium unit buildings in the condominium. Each building has two floors. There are One Hundred Fifty Six condominium units located in these buildings, each unit being identified by the number assigned to such Unit as shown on Exhibit C. There are four different unit floor plans, described as Floor Plans Type 115, 220, 320 and 325 respectively. The unit designations are as follows:

Unit Number	Bldg. Number	Floor Plan Type	No. of Bedrooms	No. of Bathrooms
1A	1	325R	3	2 1/2
1B	1	115	1	1 1/2
1C	1	220	2	2
1D	1	220R	2	2
1E	1	320R	3	2
1F	1	320R	3	2
1G	1	220R	2	2
1H	1	220	2	2
1I	1	115	1	1 1/2

Unit Number	Bldg. Number	Floor Plan Type	No. of Bedrooms	No. of Bathrooms
2A	2	320	3	2
2B	2	220	2	2
2C	2	320R	3	2
2D	2	320R	3	2
2E	2	320R	3	2
2F	2	320R	3	2
2G	2	220	2	2
2H	2	320	3	2
3A	3	325R	3	2 1/2
3B	3	320R	3	2
3C	3	220	2	2
3D	3	320	3	2
3E	3	325	3	2 1/2
3F	3	320	3	2
3G	3	220	2	2
3H	3	320R	3	2
4A	4	325	3	2 1/2
4B	4	320	3	2
4C	4	320R	3	2
4D	4	220	2	2
4E	4	320	3	2
4F	4	320	3	2
4G	4	220	2	2
4H	4	320R	3	2
4I	4	320	3	2
5A	5	325	3	2 1/2
5B	5	320	3	2
5C	5	320R	3	2
5D	5	220	2	2
5E	5	320	3	2
5F	5	320	3	2
5G	5	220	2	2
5H	5	320R	3	2
5I	5	320	3	2
6A	6	325	3	2 1/2
6B	6	320	3	2
6C	6	320R	3	2
6D	6	220	2	2
6E	6	320	3	2
6F	6	320	3	2
6G	6	220	2	2
6H	6	320R	3	2
6I	6	320	3	2
7A	7	320	3	2
7B	7	220	2	2
7C	7	320R	3	2
7D	7	320R	3	2
7E	7	320R	3	2
7F	7	320R	3	2
7G	7	220	2	2
7H	7	320	3	2
8A	8	325	3	2 1/2
8B	8	320	3	2
8C	8	220	2	2
8D	8	320R	3	2
8E	8	325R	3	2 1/2
8F	8	320R	3	2
8G	8	220	2	2
8H	8	320	3	2
9A	9	320	3	2
9B	9	220	2	2
9C	9	320R	3	2
9D	9	320	3	2
9E	9	325	3	2 1/2
9F	9	320	3	2
9G	9	320R	3	2
9H	9	220	2	2
9I	9	320	3	2

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Unit Number	Bldg. Number	Floor Plan Type	No. of Bedrooms	No. of Bathrooms
10A	10	325	3	2 1/2
10B	10	320	3	2
10C	10	320R	3	2
10D	10	220	2	2
10E	10	320	3	2
10F	10	320	3	2
10G	10	220	2	2
10H	10	320R	3	2
10I	10	320	3	2
11A	11	325R	3	2 1/2
11B	11	320R	3	2
11C	11	220	2	2
11D	11	320	3	2
11E	11	325	3	2 1/
11F	11	320	3	2
11G	11	220	2	2
11H	11	320R	3	2
12A	12	320R	3	2
12B	12	220R	2	2
12C	12	220	2	2
12D	12	115	1	1 1/2
12E	12	325R	3	2 1/2
12F	12	115	1	1 1/2
12G	12	220	2	2
12H	12	220R	2	2
12I	12	320R	3	2
13A	13	320R	3	2
13B	13	220R	2	2
13C	13	220	2	2
13D	13	115	1	1 1/2
13E	13	325R	3	2 1/2
13F	13	115	1	1 1/2
13G	13	220	2	2
13H	13	220R	2	2
13I	13	320R	3	2
14A	14	320R	3	2
14B	14	220R	2	2
14C	14	220	2	2
14D	14	115	1	1 1/2
14E	14	325R	3	2 1/2
14F	14	115	1	1 1/2
14G	14	220	2	2
14H	14	220R	2	2
14I	14	320R	3	2
15A	15	325R	3	2 1/2
15B	15	115	1	1 1/2
15C	15	220	2	2
15D	15	220R	2	2
15E	15	320R	3	2
15F	15	320R	3	2
15G	15	220R	2	2
15H	15	220	2	2
15I	15	115	1	1 1/2
16A	16	320R	3	2
16B	16	320R	3	2
16C	16	220	2	2
16D	16	320	3	2
16E	16	320	3	2
16F	16	220	2	2
16G	16	320R	3	2
16H	16	320R	3	2

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Unit Number	Bldg. Number	Floor Plan Type	No. of Bedrooms	No. of Bathrooms
17A	17	320	3	2
17B	17	220	2	2
17C	17	320R	3	2
17D	17	320	3	2
17E	17	325	3	2 1/2
17F	17	320	3	2
17G	17	320R	3	2
17H	17	220	2	2
17I	17	320	3	2
18A	18	320	3	2
18B	18	220	2	2
18C	18	320R	3	2
18D	18	320	3	2
18E	18	325	3	2 1/2
18F	18	320	3	2
18G	18	320R	3	2
18H	18	220	2	2
18I	18	320	3	2
			TOTAL	156

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* the letter R reflects the fact that the floor plans are reversed.

5.2. Unit Boundaries. Each unit shall consist of the space bounded on the perimeter by the vertical projections of the Unit boundary lines as shown on the drawings included in Exhibit C hereto and bounded at the bottom and top by the horizontal planes at the floor and ceiling elevations as set forth in Exhibit C. The said Boundaries are more particularly described as follows:

(A) Upper Boundary - the upper boundary of each unit shall be the plane or planes of the unfinished ceiling extended to the intersection of such plane or planes with the perimetrical boundary of the Unit as hereinafter described.

(B) Lower Boundary - the lower boundary of each unit shall be the horizontal plane of the unfinished floor extended to the intersection of such plane with the perimetrical boundary of the Unit as hereinafter described.

(C) Perimetrical Boundaries - the perimetrical boundaries of the Unit shall be the back vertical planes of the first layer of the sheet rock or other substitute wall surface of the walls bounding the Unit, extended to intersections with each other and with the upper and lower boundaries. Interior partitions and walls shall be part of the Unit.

5.3. Physical Combination of Units. The Developer (or any other person owning two or more contiguous Units who shall first have obtained the consent of the Association) may construct doorways and openings in the party walls separating said two or more Units in order that said two or more Units may be used as a single residence, provided that the structural soundness and safety of the building shall not be impaired. However, for all purposes hereunder, the one or more Units so converted into a single residence shall continue to be deemed separate Units.

5.4 Other Interests and Rights Appurtenant to Units. An undivided interest in the common elements (as set forth in Article VIII) is hereby declared to be appurtenant to each Unit. Each Unit together with the undivided interest and share in the common elements appurtenant thereto shall constitute a condominium parcel. The owner of each condominium parcel shall also own an undivided share of the common surplus of the condominium and shall enjoy the voting rights assigned to such Unit by the Association, all as more particularly set forth hereinafter. In no event may any Unit's undivided interest in the common elements, or any condominium parcel's undivided interest in the common surplus of the condominium, or enjoyment of the voting rights assigned to it be separated or partitioned from the ownership of the Unit to which the same are appurtenant and no such interests or rights shall be conveyed separately from the Unit and such interests and rights shall be deemed conveyed, devised, encumbered or otherwise included with the Unit, even though such interests and rights are not expressly mentioned or described in the conveyance or other instrument. Moreover, any deed, mortgage or other instrument, which describes only a portion of the space within any Unit shall be deemed to describe the entire Unit. The Developer hereby, and each subsequent owner of any interest in a Unit by acceptance of a conveyance or otherwise acquiring such interest, waives the right of partition of any interest in the common elements under the laws of the State of Florida as it exists now or hereafter until the condominium is terminated according to the provisions hereof or by law. Additionally, no unit may be partitioned or subdivided without the prior written approval of the holder of the first mortgage lien on that unit.

5.5. Alteration of Unit Plans. The interior plan of a unit may be changed by its owner. No unit may be subdivided. No change shall be made in balconies or stairways or landings. Any change that is made within a unit shall also comply with the requirements of the article concerning Maintenance, Alteration and Improvement. The Developer reserves the right to make changes within units during construction of the building as long as those changes do not change the size of the units for which a contract of purchase has been signed, unless such change in size is approved by the purchaser affected by the change.

5.6. Limited Common Elements. The balconies, terraces or porches and the outside stairways and landings abutting each unit as shown on exhibit C, are limited common elements appurtenant to those units which they abut, the use of which is restricted to the units to which they are appurtenant. The day to day upkeep of each balcony, terrace or porch and stairways and landings shall be the exclusive responsibility of the unit owner or owners to which that balcony, terrace or porch or outside stairways and landings shall be appurtenant. The maintenance and repair of the same shall be as with all other common elements.

ARTICLE VI

SURVEY PLOT PLAN AND GRAPHIC DESCRIPTION

A plot plan and survey of the entire premises showing the land submitted hereby to condominium ownership and the buildings and improvements thereon and drawings depicting the condominium buildings, the respective Units therein, the common elements and limited common elements are attached hereto as Exhibit C and are collectively referred to as the "plot plan and survey."

ARTICLE VII

EASEMENTS

7.1. Easements for the Benefit of Unit Owners. Owners and lessees of Units in the Condominium and the members of their families and servants residing in said Units and the guests and invitees of the foregoing shall be entitled:

(A) to use all driveways on the common elements for vehicular traffic and parking;

(B) to use all walkways on the common elements for pedestrian ingress to and egress from the Units from and to the public way and from and to other portions of the condominium property; and

(C) to use the balance of the common elements for the purposes for which the same were designed and intended;

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provided, however, that the use thereof shall be non-exclusive and shall be subject to reasonable rules and regulations of the Association, and further provided, however, that the limited common elements shall be appurtenant to individual units as described herein. In addition each Unit shall, upon paying charges for utility services imposed by those companies and entities providing such services be entitled to utility services from time to time provided over utility easements serving such Unit.

7.2. Creation Modification or Moving of Easements by Association and Unit Owners. The Board of Directors or the owners of Units in the condominium (acting by the written consent of the owners of seventy-five percent (75%) of the Units in the Condominium) shall have the right to: create new easements or modify or move existing easements for ingress and egress or for utilities across and through the common elements, provided, however, that the creation thereof shall be subject to the limitations set forth in Sections 7.3 and 7.4 hereof and provided this subsection does not authorize the association to modify or move any easement created in whole or in part for the use or benefit of anyone other than the unit owners, or crossing the property of anyone other than the unit owners, without their consent or approval as required by law or the instrument creating the easement.

7.3. Easements for Utility Services. Easements are reserved through the condominium property as may be required for utility services in order to serve the condominium adequately, provided, however, such easements through a Unit shall only be located as presently constructed unless approved in writing by the owner of such Unit. As used herein, the term "utility services" shall include, but shall not be limited to, water, sewer, telephone, cable television, natural gas, and electrical service.

7.4. Limitations. The creation of new easements and the promulgation of rules and regulations shall be subject to the following limitations:

(A) pedestrian ingress to and egress from a Unit shall not unreasonably be interfered with;

(B) vehicular ingress to and egress from any parking space appurtenant to a unit shall not unreasonably be interfered with;

(C) all rules and regulations pertaining to the use of the common elements shall apply equally to all Unit owners and lessees as a class; rules and regulations of general applicability may be made restricting the rights of guests to use the common elements and rules relating to the use of the common elements by minors may also be made.

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7.5. Encroachments. If any portion of the common elements encroaches upon one or more Units, or if one or more Units encroaches upon a portion of the common elements or another Unit, then a valid easement for the encroachment and for the maintenance and use of the same shall exist so long as the encroachment continues to exist. In the event a building is partially destroyed and then rebuilt, minor encroachments due to construction, settlement, or slight physical change, shall be permitted and a valid easement for said encroachment, and for the maintenance and use of same shall exist so long as the encroachment continues to exist.

7.6. Support. Every portion of a Unit contributing to the support of the building shall be burdened with an easement of support for the benefit of all other units and common elements in the building, and vice versa.

7.7. Easement to Air Space. The appurtenances to a Unit shall include an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

7.8. Easements through Units. If there shall be located within the boundaries of any Unit, as originally constructed, any conduits, ducts, plumbing,

wiring, or other facilities for the furnishing of utility services to other Units, or to the common elements, an easement in favor of the Association and the other Unit owners shall exist therefor and an easement of access to and through such Unit for the repair and maintenance of the foregoing shall exist in favor of the Association. Such access to the Unit shall be only during reasonable hours except that access may be had at any time in case of emergency. Additionally, the Association shall have an easement for the purposes of performing all duties delegated to it herein and for the further purpose of effecting any emergency or other necessary repairs which the Unit owner has failed to perform.

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ARTICLE VIII

OWNERSHIP OF COMMON ELEMENTS

The owner of each Unit in the Condominium shall own the undivided share of the common elements of the condominium property as shown on Exhibit D attached hereto.

ARTICLE IX

COMMON EXPENSES AND COMMON SURPLUS

9.1. Common Expenses. Each Unit owner shall be liable to the Association for his share of the common expenses of the Condominium as shown on Exhibit D attached hereto. The common expenses of the Condominium shall consist of all expenses of the Association incurred with respect to the common elements of the Condominium, including, but not limited to, taxes, insurance, maintenance, repairs and replacements, and other expenses referable to the condominium property except for expenses for which the Unit owners are individually responsible. No Unit owner may be excused from payment of his proportionate share of the common expenses of the Condominium unless all Unit owners are likewise proportionately excused.

9.2. Common Surplus. Each unit owner shall own the common surplus of the condominium in the share as shown on Exhibit D attached hereto. The term "common surplus" shall mean the excess of all receipts of the Association (including, but not limited to, assessments, rents, profits and revenues) received on account of the common elements or received with respect to the condominium property of the Condominium (including assessments which include the share of the Association's operating expenses and recreational facility expenses apportioned to said property), over the common expenses of the Condominium.

ARTICLE X

THE ASSOCIATION; ARTICLES; BY-LAWS; VOTING RIGHTS

10.1. The Association. The responsibility for the management, operation and control of the Condominium is hereby vested in a Florida not-for-profit corpora-

tion incorporated under the name Tuscany Place Condominium Association, Inc. (herein called the "Association"). The Association shall engage in said activities as agent of the unit owners in said Condominium.

10.2. Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit E.

10.3. By-laws A copy of the By-laws of the Association is attached hereto as Exhibit F. The By-laws may be amended as provided therein.

10.4 Amendments. No amendment to the Articles of Incorporation or By-laws shall be made or become effective unless the same is duly adopted as provided in the Articles of Incorporation and the By-laws.

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10.5. Voting Rights. Each owner of a condominium unit shall be a member of the Association and each Unit in the Condominium shall carry with it a single voting membership in the Association which membership shall carry with it the right to vote on matters upon which the member-unit owners shall be entitled to vote. If a single Unit shall be owned of record by more than one person, a majority in interest of such record owners shall sign and deliver to the Association a written designation setting forth the name and address of the one of them who shall be designated as their proxy for purposes of casting the vote appurtenant to such Unit. The rights of members to vote and control the Association are subject to the limitations set forth in the provisions hereof and of the Articles of Incorporation and By-laws relating to control of the Association by the Developer. The Association shall not be entitled to vote with respect to any unit it may own.

Membership is automatic upon acquisition of ownership of a condominium unit and may not be transferred apart and separate from a transfer of the ownership of the unit. Membership shall likewise automatically terminate upon sale or transfer of the unit, whether voluntary or involuntary.

10.7. Agreements and Actions. Except as may be provided by law all agreements lawfully made and all actions lawfully taken by the Association shall be binding on all Unit owners, lessees, and others having an interest in any property of the condominium or the privilege of possession and enjoyment of any part thereof, their heirs, executors, administrators, successors, and assigns. Each owner, tenant, or other occupant of a Unit shall be bound to comply with the decisions or resolutions of the Association as the same may appear from time to time and failure to do so shall be grounds for an action by the Association or by one or more other Unit owners to recover damages or obtain injunctive and equitable relief. The failure of the Association or any Unit owner to enforce any covenant or provision of the Act, Declara-

tion, Articles of Incorporation, By-laws, or regulations, shall not constitute a waiver of the right to do so thereafter, or the waiver of any other right hereunder.

10.8. Regulations. Reasonable regulations concerning the use of the Units, and common elements, common recreational facilities and any other property owned, leased or controlled by the Association for the enjoyment, recreation or other use or benefit of its members, may be made and amended from time to time by the Association. Copies of such regulations and amendments thereto shall be furnished by the Association to all members. Such regulations may include a reasonable fee for the use of the common elements.

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10.9. Latent Defects. Notwithstanding any duty of the Association or the Developer to maintain and repair certain parts of the condominium property, neither the Association, nor the Developer, nor any officer, director, agent or employee thereof shall be liable to the Unit owners or any other person whatsoever for injury or damage caused by any latent condition of the property or caused by any condition created by any Unit owner or any other person provided, however, that this provision shall not be deemed to relieve the Association from any obligation imposed upon it to repair damage to the common elements. The Association and the Developer, and all officers, directors, agents and employees thereof shall be held harmless from expenses, loss or liability by reason of having acted in such capacity and shall be indemnified by all owners (as a common expense) against all expenses and liability, including reasonable attorneys' fees, incurred by or imposed in connection with any proceeding to which it or they may be a party, or have become involved by reason of acting in such capacity, whether or not it or they are acting in such capacity at the time such expenses are incurred, except in such cases wherein the expense and liability arises from a proceeding in which such entity or individual is adjudged guilty of willful misfeasance or malfeasance. The Association may obtain bonding of such persons as it may require or deem desirable.

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

10.11. Approval or disapproval of matters. Whenever the decision of a Unit owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration or by the Act.

10.12. Powers, Duties and Obligations of the Association. The Association shall have all the powers duties and obligations as are provided for in the Condominium Act, the Florida Statutes, this Declaration, the Articles of Incorporation and By-laws. These shall include but shall not be limited by the following:

A. Purchase of Land. The Association has the power to purchase any land or recreation lease upon the approval of two-thirds of the unit owners of the condominium.

B. Financial Records and Reports. The Association shall maintain accounting records for the condominium according to good accounting practices. The records shall be open to inspection by unit owners or their authorized representatives at reasonable times, and written summaries of them shall be supplied at least annually to unit owners or their authorized representatives. The records shall include, but are not limited to:

a) A record of all receipts and expenditures.

b) An account for each unit, designating the name and current mailing address of the unit owner, the amount of each assessment, the dates and amounts in which the assessments come due, the amount paid upon the account, and the balance due.

Additionally at such time as is provided in the By-laws of the Association, the Association shall mail or furnish by personal delivery to each unit owner a complete financial report of actual receipts and expenditures for the previous 12 months. The report shall show the amounts of receipts by accounts and receipt classifications and shall show the amounts of expenses by accounts and expense classifications as provided in the By-laws of the Association. Any institutional holder of a first mortgage on a unit shall, upon request, be entitled to: (a) inspect the books and records of the condominium during normal business hours; and (b) receive copies of all financial reports; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

C. Acquire Leasehold Rights. The Association has the power to enter into agreements, to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the condominium, if they are intended to provide enjoyment, recreation, or other use or benefit to the unit owners. Any interest for a period of less than one year shall only require the approval of the board of directors. Any interest over that period shall require the affirmative vote

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of 50% of all members. The rental, membership fees, operations, replacements, and other expenses shall be common expenses and the Association may impose covenants and restrictions concerning their use.

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ARTICLE XI

AMENDMENTS TO DECLARATION

11.1. Amendments. Except as otherwise permitted or prohibited herein or as otherwise permitted or prohibited by the Act, this Declaration of Condominium may be amended only in the manner set forth in the following sections of this Article.

11.2. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any regular or special meeting of the unit owners at which a proposed amendment is to be considered. Notice shall be given in the form and manner as provided for in the By-laws for such meetings.

11.3. Adoption of Amendment. A resolution for the adoption of a proposed amendment and demand for a vote on the same may be made by either the Board of Directors of the Association or by any member of the Association. Except as elsewhere provided herein or in the Act, such amendments may only be adopted upon approval by the owners of two-thirds of the total number of units.

11.4. Proviso. Provided, however, that no amendment shall discriminate against any Unit owner nor against any Unit or class or group of Units, unless the Unit owners so affected shall consent; and no amendment shall change the configuration or size of any Unit nor the share in the common elements appurtenant to it, nor change the owner's share of the common expenses or common surplus unless the record owners of the Unit concerned and all record owners of mortgages on such Unit shall join in the execution of the amendment. No amendment shall make any change in Article XIII entitled "Insurance" nor in Article XIV entitled "Reconstruction or Repair after Casualty" unless the record owners of all mortgages upon the condominium shall join in the execution of the amendment. No amendment which impairs the rights of the Developer shall be permitted unless the Developer consents thereto in writing. Further, no amendment which impairs the rights of a Mortgage holder shall be permitted unless the Mortgage holder consents thereto in writing.

11.5. Execution and recording. Except as otherwise provided for in the Declaration, or the Act, a copy of each approved amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall include the recording data identifying the declaration and shall be executed by the officers of the Association with the formalities of a deed. The amendment shall be effective only when such certificate and copy of the amendment are recorded in the Public Records of Seminole County, Florida.

11.6. Exception. The above provisions nothwithstanding, if it appears that through scrivener's error a unit has not been designated as owning an appropriate undivided share of the common elements or does not bear an appropriate share of the common expenses or that all the common expenses or interest in the common surplus or all of the common elements in the condominium have not been distributed in the declaration, so that the sum total of the shares of common elements which have been distributed or the sum total of the shares of the common expenses or ownership of common surplus fails to equal 100 percent, or if it appears that more than 100 percent of common elements or common expenses or ownership of the common surplus have been distributed, the error may be corrected by filing an amendment to the declaration approved by the board of administration or a majority of the unit owners. To be effective, the amendment must be executed by the Association and the owners of the units and the owners of mortgages thereon affected by the modifications being made in the shares of common elements, common expenses, or common surplus. No other unit owner is required to join in or execute the amendment.

11.7. Secret ballot. Except as provided in Section 11.9 and Article XXII dealing with Phase development any vote to amend the declaration of condominium relating to a change in percentage of ownership in the common elements or sharing of the common expense shall be conducted by secret ballot.

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11.8. Increasing Common Elements. From and after the last Phase has been added hereto, the time for addition has past or upon prior approval of the Developer, the common elements designated by this declaration may be enlarged by an amendment to the declaration. The amendment must describe the interest in the property and must submit the property to the terms of the declaration. The amendment must be approved and executed as provided in this article. The amendment divests the Association of title to the land and vests title in the Unit owners as part of the common elements, without naming them and without further conveyance, in the same proportion as the undivided shares in the common elements that are appurtenant to the unit owned by them. This provision in no way shall affect the Phase development plan as provided in Article XXII hereof.

11.9. Phase development. As provided in Article XXII hereof additional lands may be added as additional phases of this condominium by amending this declaration. No such amendment shall require any approval from any party other than the developer.

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ARTICLE XII

MAINTENANCE

12.1. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property, and restrictions upon its alteration and improvement, shall be as set forth in the following sections of this Article.

12.2. Maintenance and Repair of Units. The owner of each Unit must keep and maintain his Unit, its equipment and appurtenances, in good order, condition and repair, and must perform promptly all maintenance and repair work within his Unit which, if omitted, would adversely affect the condominium, the other Unit owners or the Association and its members. The owner of each Unit shall be responsible for any damages caused by a failure so to maintain such Unit. Notwithstanding anything contained in this Declaration, the owner of each Unit shall be liable and responsible for the maintenance, repair and replacement, as the case may be, of all windows and all exterior doors, and all air conditioning and heating equipment, stoves, refrigerators, fans, and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connections required to provide water, light, power, air conditioning and heating, telephone, sewage and sanitary service to his Unit and which may now or hereafter be situated in his Unit. The owner of each Unit shall further be responsible and liable for maintenance, repair and replacement of any and all finished interior surfaces of walls, ceilings and floors in such Unit, the first layer of sheet rock or other substitute wall surface, decorations, furnishings, and all other fixtures and accessories within such Unit. The Association shall be responsible for insect and pest control within each unit and the common areas. Each unit owner hereby grants to the Association and the Associations' designee the right to enter into each unit during normal business hours for this purpose. Wherever the maintenance, repair and replacement of any items, for which the owner of a unit is obligated to maintain, repair or replace at his own expense, is occasioned by any loss or damage which may be covered by any insurance maintained in force by Association, the proceeds of the insurance received by Association, or the Insurance Trustee, hereinafter designated, shall be used for the purpose of making such maintenance, repair or replacement, except that the owner of such Unit shall be, in said instance, required to pay such portion of the costs of such maintenance, repair and replacement as shall, by reason of the applicability of any deductibility provision of such insurance or otherwise, exceed the amount of the insurance proceeds applicable to such maintenance, repair or replacement. There is, or may be, appurtenant to a Unit air conditioning equipment serving such Unit which may be located upon the common elements. The owner of such Unit shall keep such air contitioning equipment in good

repair and working order and an easement is hereby granted in favor of each such unit for the purpose of maintenance, repair or replacement of the said air conditioning equipment.

12.3. Maintenance and Repair of Common and Limited Common Elements. Except for the day to day upkeep of the limited common elements, the Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common and limited common elements appurtenant to each unit. Should any incidental damage be caused to any Unit by virtue of the Association's failure to maintain the common and limited common elements as herein required or by virtue of any work which may be done or caused to be done by Association in the maintenance, repair or replacement of any common or limited common elements the Association shall, at its expense, repair such incidental damage.

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12.4. Alterations by Association. The Association, by action of its Board of Directors, may make minor and insubstantial alterations and improvements to the common elements, having a cost not in excess of Five Thousand Dollars. All other alterations and improvements must first be approved by the owners of two-thirds of the Units. No alteration or improvement may be made in the common elements which adversely affects the rights of the owner of any Unit to the enjoyment of his Unit or the common elements unless the owner and all mortgagees holding recorded mortgages on such Unit consent thereto in writing.

12.5. Owners Alterations. In order to preserve the architectural appearance of the condominium as the same was originally designed and constructed, no Unit owner shall change, modify or alter the common elements or limited common elements in any way or manner whatsoever. Without intending to limit the generality of the foregoing, no Unit owner shall change, modify or alter the design and appearance of any of the exterior surfaces, facades and elevations, landscaping and planting, windows, or exterior doors; nor shall any Unit owner change the design or color of any exterior lights; nor shall he install, erect or attach to any part of the exterior or roof of any Unit any sort of radio or television aerial (whether for sending or receiving); nor shall any owner erect or construct any original construction; provided, however, that if the Board of Directors of the Association finds that it is not detrimental to the interests of the Association and its members, it may authorize a Unit owner to make such change, modification or alteration, provided that: (a) the alteration does not adversely affect the Association, any member thereof, or the Developer; (b) a copy of plans for any such alteration prepared by a licensed architect and a copy of the construction contract shall be filed with the Association and approved by its Board of Directors prior to commencement of the work; (c) the full cost of the same is first placed in escrow with the Association; (d) the contract provides for a performance and payment bond in the full amount thereof.

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12.6. Maintenance and Management Agreement. The Association may at any time enter into such management or maintenance agreements as may be necessary or desirable for the administration, operation, and maintenance of the condominium. Any agreement for such management and/or maintenance shall be entered into pursuant to a resolution duly adopted by the Association's Board of Directors, which resolution shall call for the contract to contain as a minimum, all provisions as are from time to time called for by the Act and further a provision that any management agreement shall be for a term not to exceed one year, renewable by agreement of the parties for successive one-year periods with the right of the Association to terminate the same for cause upon 30 days' written notice thereof. Notwithstanding any assignment of the Association's right to enforce the payment of assessments, the Association shall at all times retain the right to enforce the payment of assessments as it may be necessary from time to time to collect the same. In the event said Association shall enter into a management agreement, said agreement may provide that the manager and its designees may exercise any or all the powers and be responsible for the performance of any or all the duties of the officers of the Association unless prohibited by the Act, the Articles of Incorportation, the By-laws, or this Declaration. The manager shall be bonded in such amount as the Board of Directors of the Association shall reasonably require. While, not being an absolute requirement, the intent of this document is that, due to the complexity of operating a condominium, a professional manager or managing team be hired to assist the Association in the operation of the condominium.

ARTICLE XIII

INSURANCE

13.1. Insurance, Generally. The insurance, other than title insurance, that shall be carried upon the condominium property and the property of the Unit owners shall be governed by the provisions set forth in the following sections.

13.2. Authority to Purchase; Named Insured. All insurance policies upon the condominium property (except as provided below) shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit owners and their respective mortgagees. Provision shall be made in casualty insurance policies for the issuance of mortgagee endorsements and memoranda of insurance to the unit owners and their respective mortgagees. All casualty insurance policies shall provide that payments by the insurer for losses shall be made to the Insurance Trustee designated below or its successor trustee, when and as provided below and all policies and their endorsements shall be deposited with the Insurance Trustee. Unit owners shall obtain coverage at their own expense upon their personal property, and for their personal liability and living expense.

13.3. Coverage.

(A) Hazard and Flood. All buildings and improvements upon the condominium property (including the portion thereof included within the Units other than Unit owner's personal items) and the improvements included in the common elements shall be insured against hazard/casualties (other than flood) in an amount equal to the maximum insurable replacement value thereof (including the value of excavations and foundations) and all personal

property owned by the Association located upon the common elements shall be insured against casualty for the fair market value thereof, all as determined annually by the Board of Directors of the Association. Hazard coverage shall afford protection against:

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

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

(3) All hazard policies issued to protect condominium buildings shall provide that the word "building" wherever used in the policy shall include, but shall not necessarily be limited to fixtures, installations or additions comprising that part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual units initially installed or replacements thereof, in accordance with the original plans and specifications. With respect to the coverage provided for by this paragraph, the unit owners shall be considered additional insureds under the policy.

In addition to the aforesaid hazard insurance, the Association shall purchase flood insurance on said improvements in the maximum amount obtainable through the federal flood pool if required and may purchase said insurance if the Board of Directors shall determine such insurance is in the best interest of the Association. The said hazard insurance and flood insurance, if any, shall meet the following requirements:

(a) All policies shall be written with a company licensed to do business in the State of Florida and holding a rating of "AAA" or better by Best's Insurance Reports;

(b) All policies shall provide that the amount which the Association, individually and as agent for the Unit owners and their mortgagees, may realize under any insurance policy in force at any particular time shall not be decreased because of the existence of a policy purchased by any Unit owner at his own expense to provide coverage for improvements and betterments, personal property or living expenses.

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(c) Each policy must be written in the name of the Association and payable to the Insurance Trustee for the benefit of said Association, the unit owners and their mortgagees, as their interest may appear;

(d) Each policy must include a schedule of the units, the names of the Unit owners, and their mortgagees, if any (provided, however, that it shall be the duty of each Unit owner and mortgagee to advise the Association of his or its interest in such unit in order that such Unit owner or mortgagee may derive the protection intended to be afforded by this requirement); and

(e) Each policy must provide that the insurer will not cancel, reduce or substitute coverage without first giving the Association and all mortgagees (named in mortgagee endorsements) thirty (30) days prior written notice thereof.

(B) Liability - including but not limited to owned automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the Unit owners as a group to a Unit owner, in such amounts and with such coverage as shall be determined annually by the Board of Directors of the Association.

(C) Workmen's compensation policy to meet the requirements of law.

(D) Other insurance as the Board of Directors of the Association shall determine from time to time to be desirable.

13.4. Premiums. The premium cost for the above described insurance shall be allocated to all Units in the condominium as a common expense.

13.5. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Unit owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to such bank or trust company in Florida as may be appointed Insurance Trustee by the Board of Directors of the Association. The Insurance Trustee shall not be liable for the purchase or renewal of any insurance policies or for the payment of premiums thereon or for the sufficiency of such policies or for any failure to collect any insurance proceeds properly payable thereunder. The duty of the Insurance Trustee shall be to receive such insurance proceeds and damage assessments as are paid to it, and to hold and pay over the same, as provided herein and for the benefit of the unit owners and their mortgagees in the following shares:

(A) Unit owners. an undivided share for each Unit owner, that share being the same as the undivided share in the common elements appurtenant to his unit.

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(B) Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a Unit and this is deposited with the Insurance Trustee, the share of the Unit owner shall be held in trust for the mortgagee and the Unit owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of proceeds made to the Unit owner and mortgagee.

13.6. Association as Agent. The Association is irrevocably appointed agent for each Unit owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

13.7 Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial owners in the manner hereafter provided in the section entitled "Reconstruction or Repair after Casualty."

ARTICLE XIV

RECONSTRUCTION OR REPAIR AFTER CASUALTY

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

(A) Interior Betterments. If the only damage to the condominium property consists of damage to the interior of a unit then such damage shall be reconstructed or repaired.

(B) Common Elements, Other Than a Building. If the damaged improvement is a common element, other than a building, then the damaged property shall be reconstructed or repaired by the Association unless it is determined in the manner elsewhere provided that the condominium shall be terminated.

(C) Buildings.

(1) Lesser damage. If the damaged improvements consist of one or more buildings, and if the Units to which fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors

of the Association to be tenantable, the damaged property shall be reconstructed or repaired by the Association, unless, within sixty days after the casualty, it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated; it being understood that the fifty percent (50%) figure applies to all of the Units in the condominium, notwithstanding the fact that there are multiple buildings.

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(2) Major damage. If the damaged improvements consist of one or more buildings, and if the Units to which more than fifty percent (50%) of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will be reconstructed or repaired, unless within sixty days after the casualty the record owners of seventy-five percent (75%) of the common elements and the mortgagee holding the greatest number of the recorded mortgages on all Units, consent in writing to terminate the condominium; it being understood that the fifty percent (50%) figure applies to all of the units in the condominium, notwithstanding the fact that there are multiple buildings.

(D) Certificate. The Association shall issue a certificate, signed by its president and secretary, to the Insurance Trustee stating whether or not the damaged property is to be reconstructed or repaired.

14.2. Report of Damage. If any part of the condominium property shall be damaged and insurance proceeds or other funds are paid to the Insurance Trustee on account of the damage, a report of the damage shall be submitted by the Association to the Insurance Trustee and to all holders of institutional first mortgage on each unit. In the event of substantial damage to or destruction of any unit, the institutional holder of any first mortgage on a unit will be entitled to timely written notice of any such damage or destruction. The report shall include the following information:

(A) Date and cause of damage

(B) Whether the damaged property will be reconstructed and repaired or the condominium terminated. If the damaged property will be reconstructed and repaired, the report shall include the following information:

(1) Schedule of damage for which the Association has responsibility for reconstruction and repair and the estimated costs of reconstruction and repair.

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(2) Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of a building.

(3) Schedule of damage for which Unit owners have the responsibility for reconstruction and repair and the estimated costs of each owner for reconstruction and repair.

14.3. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements. If such original plans and specifications are not available, then plans and specifications shall be prepared to permit the reconstructed improvements to be as similar to the improvements prior to such damage or destruction as possible; provided, however, that alterations may be made as hereinbefore provided.

14.4. Contract to Repair. Immediately after a determination is made to reconstruct or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain bids for, or negotiate, a fixed price contract or contracts for the necessary reconstruction or repairs.

14.5. Assessments. If the proceeds of insurance are not sufficient to defray the full cost of reconstruction and repair by the Association, then prior to executing contracts for the reconstruction and repair, the following assessments shall be made. Assessments shall be made against all Unit owners on account of damage to the buildings and improvements on the condominium property in an aggregate amount, which, when added to the insurance proceeds available for such purpose, will be sufficient to pay the full cost of the reconstruction and repair of the same; such aggregate amount shall be apportioned among the owners of Units in proportion to each Unit's appurtenant undivided share in the common elements. All amounts so assessed against the Unit owners shall be collected by the Association and deposited with the Insurance Trustee (unless the Association shall have advanced from reserves on hand, against collection of such assessments, and deposited with the Insurance Trustee the required amounts) prior to the execution of any contract for such reconstruction and repair. All such contracts shall be fixed price contracts and the contractor shall be required to furnish to the Association a performance and payment bond in the full amount of the contract unless such requirement is waived in writing by the mortgagee holding the greatest number of recorded mortgages on the units in the condominium. Notwithstanding the foregoing, the Association

shall not be prohibited from entering into contracts for repairs having an aggregate cost of less than $5,000 nor from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

14.6. Disbursement of Funds. The funds held by the Insurance Trustee for payment of the costs of reconstruction and repair after casualty, shall be disbursed in the following manner:

(A) The proceeds held shall be disbursed only for reconstructing and repairing the property with respect to which such proceeds were collected.

(B) If there is a balance after payment of all costs of the reconstruction and repair for which such fund is established, such balance shall be distributed to the beneficial owner or owners thereof, as provided in Section 14.6. (G) hereof.

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(C) If the total cost of reconstruction and repair that is the responsibility of the Association is less than $5,000.00, then the Insurance Trustee shall pay such cost to the Association, and the Association shall hold such sum and disburse the same in payment of the costs of reconstruction and repair.

(D) If the total cost of reconstruction and repair that is the responsibility of the Association is $5,000.00 or more, but less than $10,000.00, then the Insurance Trustee shall pay the cost thereof upon the order of the Association.

(E) If the costs of reconstruction and repair that is the responsibility of the Association is more than $10,000.00, then the Insurance Trustee shall pay the cost thereof upon order of the Association with the approval of an architect, qualified to practice in Florida, who has been employed by the Association to supervise the work.

(F) The Association shall keep records of all construction costs

(G) It shall be presumed that the first moneys disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance remaining after payment of the costs for which the funds are collected, the balance shall be distributed to the beneficial owners of the funds, remittances to Unit owners and their mortgagees being made payable jointly to them; provided, however, that the part of a distribution to a Unit owner that is not in excess of assessments paid by that owner into the funds shall not be made payable to any mortgagee.

(H) If the condominium is terminated, the remaining funds shall be deemed to be condominium property and shall be owned by the Unit owners as tenants in common in the undivided shares in which they own the common elements prior to the termination. The balance of the funds shall be distributed to the beneficial owners upon demand of the Association in the amounts certified by the Association, remittances to Unit owners and their mortgagees being made payable jointly to them.

(I) Notwithstanding the provisions of this instrument, the Insurance Trustee shall neither be required to determine whether a disbursement is to be made from a particular construction fund, nor to determine the payee or the amount to be paid. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable, stating the name of the payee or payees, the amount to be paid and the particular construction fund or funds against which such payment is to be charged, provided that when the Association has certified that a disbursement is required hereunder to be made upon an order of the Association approved by an architect, no payment shall be made with respect to such order of the Association without such architect's approval.

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ARTICLE XV

CONDEMNATION

15.1. Deposit of awards with Insurance Trustee. The taking of condominium property by condemnation shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit owners, the unit owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association a special assessment shall be made against a defaulting Unit owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that owner.

15.2. Determination whether to continue condominium. Whether the condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty. For this purpose, the taking by condemnation shall be deemed to be a casualty.

15.3. Disbursement of funds. If the condominium is terminated after condem-

nation, the proceeds of the awards and special assessments will be deemed to be condominium property and shall be owned and distributed in the manner provided for insurance proceeds if the condominium is terminated after a casualty. If the condominium is not terminated after condemnation, the size of the condominium will be reduced, the owners of condemned Units will be made whole and the property damaged by the taking will be made useable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee after a casualty.

15.4. Unit reduced but tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(A) Restoration of Unit. The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be assessed against the owner of the Unit.

(B) Distribution of surplus. The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

(C) Adjustment of shares in common elements. If the floor area of the Unit is reduced by the taking, the number representing the share in the common elements appurtenant to the Unit shall be reduced in the proportion by which the floor area of the Unit is reduced by the taking, and then the shares of all Unit owners in the common elements shall be restated as percentages of the total of the numbers representing their original shares as reduced by the taking.

15.5. Unit made untenantable. If the taking is of the entire unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the unit shall be used for the following purposes in the order stated and the following changes shall be effected in the condominium:

(A) Payment of award. The market value of the unit immediately prior to the taking shall be paid to the owner of the unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

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(B) Addition to common elements. The remaining portion of the Unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the Unit owners in the manner approved by the Board of Directors of the Association; provided that if the cost of the work shal exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for furcher improvement of the common elements.

(C) Adjustment of shares in common elements. The shares in the common elements appurtenant to the Units that continue as part of the condominium shall be adjusted to distribute the ownership of the common elements among the reduced number of Unit owners. This shall be done by restating the shares of continuing Unit owners in the common elements as percentages of the total of the numbers representing the shares of these owners as they exist prior to the adjustment.

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(D) Assessments. If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner and to condition the remaining portion of the Unit for use as a part of the common elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit owners who will continue as owners of Units after the changes in the condominium effected by the taking. The assessments shall be made in proportion to the shares of those owners in the common elements after the changes effected by the taking.

(E) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit owner and mortgagees of the Unit and the Association within 30 days after notice by either party, the value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit owners in proportion to the shares of the owners in the common elements as they exist prior to the changes effected by the taking.

15.6. Taking of common elements. Awards for the taking of common elements shall be used to make the remaining portion of the common elements useable in the manner approved by the Board of Directors of the Association; provided, that if the

cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the common elements. The balance of the awards for the taking of common elements, if any, shall be distributed to the Unit owners in the shares in which they own the common elements after adjustment of these shares on account of the condemnation. If there is a mortgage of a Unit, the distribution shall be paid jointly to the owner and mortgagees of the Unit.

15.7. Amendment of declaration. The changes in Units, in the common elements and in the ownership of the common elements that are effected by condemnation shall be evidenced by an amendment of the declaration of condominium that need be approved only by a majority of all directors of the Association.

15.8. Report of Taking. A report of taking shall be the same as provided in Section 14.2 hereof.

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ARTICLE XVI

ASSESSMENTS

16.1. Assessments, Generally. Assessments shall be made by the Association against the Unit owners for common expenses, for funds required to repair or reconstruct improvements on the condominium property damaged by casualty (as provided in Article XIV hereof and for emergency expenses. The making of assessments against Unit owners shall be pursuant to the By-laws. Each Unit owner shall be liable for a proportionate share of the common surplus of the condominium, such shares being the same as the undivided share in the common elements appurtenant to the Unit owned by him.

The liability for assessments may not be avoided by waiver of the use or the enjoyment of any common elements or by abandonment of the Unit for which the assessments are made.

The Association may also make special assessments as provided in the By-laws.

16.2. Date Due; Installments. Assessments shall be made as provided in the By-laws. Assessments and installments thereof shall be payable on such dates and as established by the Board of Directors of the Association pursuant to the By-laws.

16.3. Interest. Assessments and installments thereof which are paid within ten days after the date they become payable shall not bear interest, but all sums not paid within ten days after the date the same become payable shall bear interest at the rate of ten percent (10%) per annum from the date when such assessment or installment became payable until the full amount due is paid. All payments

upon account shall be first applied to interest and then to the assessment or installment thereof first due.

16.4. Lien. The Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in the common elements and common surplus which lien shall secure and does secure the monies due for all assessments and installments thereof now or hereafter levied against the owner of each Unit; such lien shall also secure (i) interest, if any, which may be due on the amount of any delinquent assessments owing to Association, (ii) all costs and expenses, including a reasonable attorney's fee, which may be incurred by Association in enforcing this lien upon said Unit and its appurtenant undivided interest in the common elements and limited common elements; and (iii) such advances and interest thereon at ten percent (10%) for taxes, and payments on account of superior mortgages, liens or encumbrances which may be required to be advanced by the Association in order to preserve and protect its lien. Except as otherwise hereinafter provided, all persons, firms or corporations who shall acquire, by whatever means, any interest in the ownership of any Unit, or who may be given or acquire a mortgage, lien or other encumbrance thereon are hereby placed on notice of the lien granted to the Association, and shall acquire such interest in any Unit expressly subject to such lien. Said lien shall be perfected, enforced and released, as follows:

(A) Perfecting. In the event an assessment or installment thereof shall not have been paid in full together with all accrued interest thereon within thirty (30) days following the date on which it became due and payable, said lien may be perfected and shall be effective from and after the time of recording, in the Public Records of Seminole County, Florida, of a claim of lien stating the description of the Unit encumbered thereby, the name of the record owner, the amount payable and the date when the same became payable. The lien shall continue in effect until all sums secured by said claim of lien have been paid in full. The claim of lien shall include only assessments which have become due when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association.

(B) Enforcement. The lien granted to the Association may be foreclosed in the same manner as real estate mortgages may be foreclosed in the State of Florida. In the event any legal proceedings are instituted

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to foreclose such a lien, the Association upon bringing such suit shall be entitled as a matter or right to the appointment of a receiver, who shall be entitled to immediately take possession of said Unit under the supervision of the Court conducting the foreclosure proceeding, and if the defaulting owner continues to occupy said Unit, said owner shall pay a reasonable rental for the Unit for the benefit of the Association. The Association may bid on the Unit at foreclosure sale and acquire, lease, mortgage or convey the same, subject to the limitations respecting capital expenditures contained in the By-laws. The Association may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

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(C) Release. Upon full payment of all sums secured by such claim of lien, the Association shall deliver a recordable satisfaction of lien to the party making such payment.

(D) Priority. The claim of lien filed by the Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording of the Association's claim of lien.

16.5. Title Acquired by Foreclosure. In the event that any person, firm or corporation shall acquire title to any Unit and its appurtenant undivided interest in common elements by virtue of any foreclosure, judicial sale or by conveyance in lieu thereof, such person, firm or corporation so acquiring title shall only be liable and obligated for assessments as shall have been made and become accrued against said Unit and its appurtenant undivided interest in common elements subsequent to the date of acquisition of such title, and shall not be liable for the payment of any assessments which were made and accrued prior to the time it acquired such title. In the event of the acquisition of title to a Unit by foreclosure, judicial sale or by conveyance in lieu thereof, any assessment or assessments as to which the party so acquiring title shall not be liable shall be deemed to be a common expense thereafter assessable against owners of all Units including the said acquired Unit. Nothing herein contained shall be construed as releasing the party initially liable for such delinquent assessment from the payment thereof or the enforcement of collection of such payment by means other than lien and foreclosure.

16.6. Title Acquired by Voluntary Conveyance. In a conveyance other than a conveyance obtained through foreclosure or a conveyance in lieu of foreclosure, the grantee of a Unit shall be jointly and severally liable with the grantor for all

unpaid assessments applicable to the Unit theretofore made and accrued, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Any person purchasing or encumbering a Unit shall have the right to rely upon any statement made in writing by the Board of Directors of the Association regarding assessments against such Unit which theretofore have been made and have accrued and the amount thereof which remains unpaid; the Association and the Unit owners shall be bound thereby. Upon ten(10) days written request, by the Unit owner, the Board of Directors of the Association shall issue such a written statement setting forth the current status of assessments pertaining to such owner's Unit.

16.7. Assessments, Developers Rights and Obligations. Developer's obligation to pay maintenance for monthly common expenses may be deferred and excused as follows:

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(A) Delayed Assessments. The Developer as the owner of condominium units shall not be required to pay the share of the common expense and assessments of the Condominium related to those Units as would be the obligation of the condominium Units owned by the Developer except for this Paragraph, which assessments become due and payable in whole or in part at any time prior to the first day of the fourth calendar month following the month in which the closing of the purchase and sale of the first condominium Unit occurs, providing, however, that the Developer shall be obligated to pay that portion of the common expenses incurred during that period which exceeds the amount assessed against other Unit owners.

(B) Guaranteed Level of Assessments. The Developer may be excused from the payment of its share of the common expense which would have been assessed against those units owned by the Developer during the period of time that he shall have guaranteed that the assessment for common expenses of the Condominium imposed upon the Unit owners will not increase over a stated dollar amount, providing that the Developer shall obligate itself to pay any amount of common expenses incurred during that period of the guarantee of maintenance and not produced by the assessments at the guaranteed level received and receivable for other Unit owners. The agreement of the Developer shall be contained in the Purchase Agreements for condominium Units in the Condominium heretofore and hereafter executed with Developer. At any time during the construction and/or sale of Units in Phases Two and Three the Developer reserves the right to guarantee the assessments as provided herein by guaranteeing the then existing assessments for a stated period of time. This guarantee shall be instituted by giving written notice of the same to each unit owner and by filing a statement to that effect with the secretary of the Association.

ARTICLE XVII

USE RESTRICTIONS

17.1. Term of Use Restrictions. The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists.

17.2. Units; Residential Occupancy. Units shall be used for residential purposes only and no business or commercial activity of any nature shall be maintained in any of said Units, except as otherwise provided herein. Except as otherwise provided herein, Units may be occupied only as follows:

(A) Individuals. If the owner is an individual or individuals (other than individuals constituting a business partnerhsip, limited parthership or joint venture) the Unit may be occupied by such owner's family, servants and guests.

(B) Corporations; Partnerships. If the owner is a corporation, partnership, limited partnership, joint venture or other business entity, the Unit may be occupied by its partners, joint ventures, employees, officers, and directors, and by members of the families, servants and guests of the foregoing.

(C) Single family only. No more than a single family may reside in a Unit at any one time.

17.3. Common Elements and Recreational Facilities. The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the benefit and enjoyment of the residents of the Condominium. Said use shall be subject to the rules and regulations of the Association including the assessments of a reasonable fee for the use of the same.

17.4. Compliance with Law. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies for maintenance, modification or repair of the condominium property shall be the same as the responsibility for the maintenance and repair of the property concerned.

17.5. Cost of Insurance. No Unit owner shall make or permit any use of his Unit, the common elements or the limited common elements which will increase the cost of insurance on the condominium property.

17.6. Nuisances. No nuisances shall be allowed upon the condominium property, nor any use or practice that is the source of annoyance to residents

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or which interferes with the peaceful possession and proper use of the property by its residents.

17.7. Leasing. No rooms may be rented separately from the Unit and shall be subject to the provisions contained in Article XVIII; entire Units may be leased for periods of not less than thirty consecutive days. Units which are leased may be occupied only by the lessee and his family, servants and guests.

17.8. Regulations. Reasonable regulations concerning the use of condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-laws. Copies of such regulations and amendments shall be furnished by the Association to all Unit owners and residents of the condominium upon request.

17.9. Developer Exception. Anything contained in the foregoing sections of this Article notwithstanding, until Developer has closed the sales of all of the Units of the condominium, and all additional phases if the same are built as provided herein, neither the Unit owners nor the Association nor their use of the condominium property shall interfere with the Developer's completions of all improvements and the sale of Units. The Developer may make such use of the unsold Units and the common elements (other than limited common elements appurtenant to sold Units) as may facilitate such completion and sale, including but not limited to maintenance of a sales office, the showing of the property and the displaying of signs.

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ARTICLE XVIII

TRANSFERS OF UNITS

18.1. Transfer of Unit Ownership. In order to maintain a community of congenial residents and thus protect the value of the Units, the sale, lease or mortgages of Units by any Owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land, which provisions each Unit owner covenants to observe:

(A) Transfers subject to approval.

(1) Sale or Lease. No Unit owner may dispose of a Unit or any interest in a Unit by sale or by lease without approval of the Association, except to his or her spouse or another member of the Association.

(2) Gift, devise or inheritance. In the event any Unit owner shall acquire his title by gift, devise, or inheritance, the

continuance of his ownership of his Unit shall be subject to approval of the Association.

(3) Other. If any Unit owner shall acquire his title by any manner not considered in the foregoing subsections, the continuance of his ownership of his Unit shall be subject to the approval of the Association except as otherwise provided herein.

(B) Method of Approval. The approval of the Association that is required for the transfer of ownership of Units shall be obtained in the following manner:

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(1) Notice to Association.

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

b. Lease. A Unit owner intending to make a bona fide lease of his Unit or any interest in it shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

c. Gift, devise or inheritance. A Unit owner who has obtained his title by gift, devise or inheritance or any other manner not previously considered, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit owner as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

d. No notice given. If the above required notice to the Association is not given, then within thirty (30) days after receiving

knowledge of a transaction or event transferring ownership of possession of a Unit, the Association, at its election and without notice, may approve or disapprove the transaction or ownership. Failure by the Association to either approve or disapprove such transaction within thirty (30) days after notice or after receiving knowledge of a transaction or event transferring ownership shall constitute approval of such transaction. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

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(2) Certificate of Approval.

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

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

c. Gifts, devise or inheritance. If the Unit owner giving notice has acquired his title by gift, devise or inheritance or any other manner, then within thirty (30) days after receipt of such notice and information, the Association must either approve or disapprove the continuance of the Unit owner's ownership of his Unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, which shall be delivered to the Unit owner for recordation in the Public Records of Seminole County, Florida.

(3) Corporation. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy a Unit for such use, if the Unit owner or purchaser of a Unit is a corporation, the

approval of ownership of the corporation may be conditioned by requiring that all persons occupying the Unit be approved by the Association.

(C) Disapproval. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed of in the following manner:

(1) Sale. If the proposed transaction is a sale and if the notice of the sale given by the Unit owners shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by certified mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

a. Price. At the option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell or shall be the fair market value determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale based upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The arbitration shall be completed within thirty (30) days from the receipt of the notice as provided above.

b. Method of payment. The purchase price shall be paid in cash or upon terms approved by the seller.

c. Time for closing. The sale shall be closed within thirty (30) days after the delivery or mailing of the agreement to purchase, or within ten (10) days after the determination of the sale price if such is by arbitration, whichever is the later.

d. Certificate. A certificate approving the purchaser shall be executed by the President and Secretary of the Association in recordable form, which shall be delivered to the purchaser for recordation in the Public Records of Seminole County, Florida.

e. Failure to comply. If the Association shall fail to provide a purchaser upon the demand of the Unit owner, in the

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manner provided, or if a purchaser furnished by the Association shall default in his agreement to purchase, or if the Association fails to comply with the time periods as provided herein, then notwithstanding the disapproval the proposed transaction shall be deemed to have been approved by the Association and a certificate approving the purchaser shall be executed by the President and Secretary of the Association in recordable form, which shall be delivered to the purchaser for recordation in the Public Records of Seminole County, Florida.

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

(3) Gift, devise inheritance. If the Unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit owner must sell the Unit upon the following terms:

a. Price. The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. The arbitration shall be completed within thirty (30) days from the receipt of the notice as provided above.

b. Method of payment. The purchase price shall be paid in cash or upon terms approved by seller.

c. Time for closing. The sale shall be closed within ten (10) days following the determination of the sale price.

d. Certificate. A certificate approving the purchaser

shall be executed by the President and Secretary of the Association in recordable form, which shall be delivered to the purchaser for recordation in the Public Records of Seminole County, Florida.

e. Failure to comply. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, or if the Association fails to comply with the time periods as provided herein, then notwithstanding the disapproval such ownership shall be deemed to have been approved by the Association and a certificate approving the Unit owner shall be executed by the President and Secretary of the Association in recordable form, which shall be delivered to the Unit owner for recordation in the Public Records of Seminole County, Florida.

f. Appraisal. If the American Arbitration Association shall cease to exist then the Association may choose an alternate arbitration association to perform the function required herein.

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(D) Failure to Act by Association. Failure by the Association to either approve or disapprove such transaction within thirty (30) days after notice or after receiving knowledge of a transaction or event transferring ownership shall constitute approval of such transaction.

(E) Transfer expense. No fee shall be charged to the Unit owner by the Association in connection with a transfer, sale or approval in excess of the expenditures reasonably required for the transfer or sale and this expense shall not exceed Fifty Dollars ($50.00). No charge shall be made in connection with an extension or renewal of a lease.

(F) Permission to Mortgage. No Unit owner may mortgage his Unit nor any interest in it without approval of the Association except to a bank, life insurance company, savings and loan association, mortgage broker, mortgage banker, or other institutional lender or institutional investor, or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgage may be upon conditions determined by the Association or may be arbitrarily withheld.

(G) Exception. The foregoing provisions of this Paragraph 18.1 shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, mortgage broker, mortgage banker, or other institutional lender or institutional investor that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed in lieu of foreclosure from the mortgagor, his successors or assigns, or through foreclosure

proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, mortgage broker or other institutional lender or institutional investor that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquired the title to a Unit at a duly advertised public sale with open bidding provided by law, such as, but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

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(H) Void Sales. Any sale, mortgage or lease not authorized pursuant to the terms of this Declaration shall be invalid however the above provisions notwithstanding, any sale, mortgage or lease shall be valid unless disapproved by the Association within one hundred eighty (180) days after the recording of such unauthorized instrument of conveyance, mortgage or lease.

(I) Association as Purchaser. Nothing contained in this Paragraph 18.1 shall preclude or prevent the Association from itself being a purchaser in lieu of furnishing a purchaser as provided for herein; provided, however, such purchase by Association shall be on the same terms and conditions which have to be met by any other purchaser hereunder.

ARTICLE XIX

TERMINATION

19.1. Termination, Generally. The condominium may be terminated in the manner provided by the Act; it may also be terminated as hereafter set forth.

19.2. Major Damage. In the event of major damage to the condominium property as defined in Section 14.1, the condominium may be terminated as provided in and subject to the provisions of Section 14.1 hereof.

19.3. Agreement of All Owners. The condominium may be terminated at any time by the written consent of the record owners of all Units and with the written consent of the record owners of all Units and with the written consent of the mortgagee holding the greatest number of recorded mortgages on the Units.

19.4. Agreement by Lesser Number. The condominium may be terminated at any time with the written consent of (a) the record owners of Units having appurtenant thereto not less than a 75% undivided interest in the common elements and (b) the mortgagee holding the greatest number of recorded mortgages on the Units in the condominium, provided, however, that within thirty (30) days following the obtaining of such consents, all consenting owners, or a lesser number of them,

shall agree in writing to purchase all units owned by non-consenting owners upon the terms hereafter set forth, and notice of such agreement is sent to the non-consenting record owners of each Unit that the option to purchase such Unit, set forth in paragraph (a) below is, being exercised. Such consents shall be irrevocable until the expiration of the said thirty-day period, and, if all such options are exercised and the purchase thereof shall be consumated as follows:

(A) Exercise of Option. The option shall be exercised by delivery or mailing by registered mail to the record owners of each Unit to be purchased an agreement to purchase signed by the persons who will participate in the purchase of such particular Unit, together with a notice which shall state that all Units owned by owners not approving the termination are to be purchased and which shall set forth all Units to be purchased and the names of all persons participating in each such purchase. The agreement shall effect a separate contract between the sellers and the purchasers of each particular Unit.

(B) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within 30 days from the delivery or mailing of such agreement, and in the absence of agreement as to price it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. If the American Arbitration Association ceases to exist a comparable association shall be utilized.

(C) Payment. The purchase price shall be paid in cash.

(D) Closing. The sale shall be closed within ten (10) days following the determination of the sale price.

(E) Failure to close. If any sale shall fail to close, the Association may procure another purchaser to purchase the Unit at the said sales price; the closing of the latter sale to take place within sixty (60) days following the closing date of the sale which failed to close.

At such time as all such purchases have been closed, the condominium shall terminate.

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19.5. Certificate. The termination of the condominium in any manner shall be evidenced by a certificate of the Association executed by its president and secretary certifying under oath as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of Seminole County, Florida.

19.6. Effect of Termination. In the event the condominium shall be terminated, then upon termination the then Unit owners shall own all of the condominium property as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the owners; Units immediately prior to the termination.

19.7. Amendment. This Article concerning termination cannot be amended without consent of all Unit owners and of all record owners of mortgages upon the Units.

19.8. Exception. Notwithstanding the provisions above, no termination shall be permitted without Developers' written approval prior to the completion of all phases as provided herein or until the Phase development period has expired.

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ARTICLE XX

COMPLIANCE AND ENFORCEMENT

20.1. Compliance. Each Unit owner and the Association shall be governed by and shall comply with the terms of the Condominium Act, this Declaration of Condominium, and the Articles of Incorporation, By-laws, Regulations and Rules of the Association. Failure so to comply shall entitle the Association and/or Unit owners to the relief set forth in the following sections of this Article in addition to the remedies provided by the Condominium Act.

20.2. Negligence and Willful Acts. A Unit owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or willful act or that of any member of his family, guest, employee, agent, lessee, invitee or pet, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit owner.

20.3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit owner or the Association to comply with the terms of the Condominium Act, this Declaration, the Articles of Incorporation, By-laws,

Regulations or Rules of the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the Court.

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

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ARTICLE XXI

RIGHTS OF DEVELOPER

21.1. Sale or Lease of Units Owned by Developer Free of Association's Right of Approval. So long as Developer, its successor, assign or lessee, shall own any Unit, the Developer, its successor, assign or lessee, shall have the absolute right to lease, sell, transfer, and/or convey any such Unit to any person, firm, or corporation, upon any terms and conditions as it shall deem to be in its own best interest, and in connection herewith any right the Association may hereafter acquire to approve or disapprove purchasers, lessees and other transferees shall not be operative or effective in any manner as to Developer, its successors, assigns, or lessees.

21.2. Developer's Rights Relative to the Association.

(A) Developer's Right to Appoint Board of Directors. Except as otherwise provided herein until such time as the Developer shall have sold, and titled out 15% of all Units in all phases that will ultimately be operated by the Association (hereinafter "all units"), the Board of Directors of the Association shall consist of the initial Board of Directors named in the Articles of Incorporation, subject to the Developer's right to remove and replace one or more members thereof.

(B) Unit Owners Right to Appoint Board of Directors. When Unit owners other than the Developer own 15% or more of all Units that will be operated ultimately by the Association, the Unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of the Board of Directors of the Association three years after sales by the Developer have been closed of 50% of all Units that will be operated ultimately by the Association, or three months after sales have been closed by the Developer of 90% of all Units that will be operated ultimately by the Association, when all of the Units that will be operated ultimately

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by the Association have been completed, some of them have been sold, and none of the others are being offered for sale by the Developer in the ordinary course of business, or when some of the Units have been sold to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least five (5%) percent of all Units. Nothwithstanding the foregoing, the Developer may voluntarily relinquish control of the Association at an earlier date by filing written notice of such act with the secretary of the Association.

(C) Meeting to Appoint Board of Directors. Within 60 days after the Unit owners other than the developer are entitled to elect a member or members of the Board of Directors of an association, the Association shall call, and give not less than 30 days' or more than 40 days' notice of, a meeting of the Unit owners to elect the members of the Board of Directors. The meeting may be called and the notice given by any Unit owner if the Association fails to do so.

(D) Transfer of Control. Prior to, or not more than 60 days after the time that Unit owners other than the developer elect a majority of the members of the Board of the Association, the developer shall relinquish control of the Association, and the Unit owners shall accept control. Simultaneously, the developer shall deliver to the Association all property of the Unit owners and of the Association held or controlled by the developer.

(E) Designation of Members by Developer. Whenever Developer shall be entitled to designate any person or persons to serve on the Board of Directors of the Association, such designation shall be made in writing, and Developer shall have the right to remove any person or persons with another person or other persons to act and serve in the place of any Director or Directors so removed. Written instruments so designating or removing directors shall be executed by or on behalf of the Developer and shall become effective upon delivery to the Secretary of the Association.

(F) No Conflict of Interest. Any person designated by the Developer

serving on the Board of Directors of the Association shall not be required to disqualify himself upon any vote upon any management contract or other matter as to which the Developer or the said Director may have a pecuniary or other interest. Similarly, Developer, as a member of the Association, shall not be required to disqualify itself in any vote which may come before the membership of the Association upon any management contract or other matter between Developer and the Association where the said Developer may have a pecuniary or other interest.

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21.3. Amendment of Plans.

(A) Alteration of Unit Plans. Developer reserves the right to change the interior design and arrangement of all Units, and to alter the boundaries between Units, as long as Developer owns the Units so altered and the mortgagee of such Units, if any, gives its prior written approval thereto. No such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, Unit owners and owners of mortgages in the manner elsewhere provided. If Developer shall make any changes in Units so authorized, such changes shall be reflected by amendment to this Declaration. If more than one Unit is concerned, the Developer shall apportion between the Units the shares of the common elements appurtenant to the Units concerned.

(B) Amendment of Declaration. The amendment of this Declaration reflecting such authorized alteration of Unit plans by Developer need be signed and acknowledged only by the Developer and need not be approved by the Association, Unit owners or lienors or mortgagees of Units or of the condominium, whether or not elsewhere required for an amendment.

21.4. Prohibited Acts by Unit Owners. If a developer holds any units for sale in the ordinary course of business, or is still within the time for permitted Phase development, none of the following actions may be taken without approval in writing by the developer:

a. Assessment of the developer as a Unit owner for capital improvements.

b. 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.

21.5. Developers Use of Property. Any other provisions of this Declaration to the contrary notwithstanding, the Developer may retain and use as sales offices, promotion and developmental offices and models any units, common elements and limited common elements retained by the Developer or owned by the Developer or the use of which has been reserved to the Developer in this Declaration and other Condominium Documents or by contract or otherwise lawfully enforceable as a contract obligation by the Developer against the Condominium Association or any of the Unit owners other than the Developer, so long as such use shall also conform with applicable laws, zoning, rules and ordinances of the appropriate governmental jurisdictions.

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21.6. No Interference. During such time as the Developer, is in the process of construction on any portion of the Condominium, and all additional phases, the Developer, reserves the right to prohibit access to any portion of the common elements of the Condominium to any of the Unit owners, and to utilize various portions of the common elements of the building in connection with such construction and development. No Unit owner or his guests, or invitees shall in any way interfere or hamper the Developer, or its employees, in connection with such construction. Thereafter, during such time as the Developer, owns any Units within the Condominium and all Phases and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit owner, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer.

21.7. Developer. For the purpose of this Article and the powers, rights and authorities granted to the Developer, the Developer shall be deemed to mean not only the developer herein but also any of its parent and subsidiary corporations designated by it by instrument in writing to be considered the Developer herein for the purposes set forth herein or any of them and/or any corporate agent of said Developer similarly designated by the Developer to be treated as a developer for the purposes herein contained or any of them, which agent is involved in the development, promotion, construction and/or sales of this Condominium and its Units. The term "Developer" shall also include for all purposes contained in this Declaration and its Exhibits, and successor or alternate developer appointed by the said developer herein as a successor or alternate Developer by an instrument in writing specifically setting forth that such successor or alternate is to have the rights, duties, obligations and responsibilities, in whole or in part, of the Developer hereunder together with the developer herein, providing that such instrument in writing shall be executed by such successor or alternate developer indicating its consent to be so treated as the "Developer". The term developer shall also include the successors and assignees of the developer herein either as to Phase One or Phases Two and Three.

21.8. Restriction on Amendments. Any provisions of this Declaration to the contrary notwithstanding, no provision of this Declaration or of the By-laws of the Condominium Association granting or reserving to the Developer any rights, powers, authorities, usages or dispensations may be modified or amended in any way which will impair or restrict those rights powers, authorities or special dispensations without the written approval of the Developer so long as the Developer or any successor or alternate Developer shall own any Units in this Condominium, and any additional Phase and for a period of two (2) years after the sale and conveyance of the last condominium Unit owned by the Developer and any successor or alternate Developer to any person other than a successor or alternate developer.

21.9. Phases. All rights as provided herein shall apply to all Phases of Tuscany Place.

21.10. Amendment. This Article shall not be amended without the written consent of the Developer.

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ARTICLE XXII

PHASE DEVELOPMENT

22.1. General Statement. As previously provided herein, this Condominium project is designed as a phase project with Phase One, to include 156 units. Phases Two and Three, if built, are presently designed to add an additional 344 units for a total project of 500 units. The following is the developers proposal for the Phase development.

22.2. Phase Land. Attached as Exhibit B hereto are the legal description and survey for the land which may become part of the condominium as Phases Two and Three. Also attached as part of Exhibit B is a proposed plot plan for Phases Two and Three.

22.3. Number and size of units. Presently it is proposed that Phase Two will contain a total of 178 units. These units will be comparable to the units in Phase One with the present plan calling for one bedroom, one and one-half bath units, two bedroom, two bath units, three bedroom, two bath units and three bedroom, two and one-half bath townhouse units. Presently it is proposed that Phase Three will contain a total of 166 units. These units will also be comparable to the units in Phase One with the present plan calling for one bedroom, one and one-half bath units, two bedroom, two bath units, three bedroom, two bath units and three bedroom two and one-half bath townhouse units. The developer reserves the right to specify the relative number of each type of unit in Phases Two and Three and additionally reserves the right to change the interior design of the units as long as the minimum square footage of the

smallest unit is not less than 900 square feet in size and the largest unit will be no larger than 2000 square feet in size.

22.4. Percentage ownership in Common Elements. Presently each unit owner in Phase One owns the percentage interest in the Common Elements as reflected on attached Exhibit D. As reflected on the said Exhibit D, when Phases Two and Three are added, each Unit owner will own a lesser percentage share of a larger common area. The share of ownership of all Units will be based on the number of bedrooms and bathrooms in each Unit as originally built with all Units having the same number of bedrooms and bathrooms having the same ownership percentages. The percentages stated above shall also apply to the ownership in the common surplus and the responsibility for common expenses.

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22.5. Recreational Facilities. As previously stated herein, there will be no recreational facilities as part of the condominium Common Elements. This will be true with all Phases of the development.

22.6. Membership vote. Each owner of a unit in Phase One is a member of Tuscany Place Condominium Association, Inc. and each unit has one vote. If no additional Phases are added then the owners of Phase One will control 100% of the votes. If Phase Two is added then all owners of Phase Two will become members of the Association and each Unit thereof will also have one vote. After Phase Two is added Phase One and Phase Two will have 100% of the votes. If Phase Three is added then all owners in Phase Three will likewise be members of the Association and each Unit will likewise have one vote. After Phase Three is added then Phase One, Two and Three will have 100% of the votes. Whenever herein reference is made to a percentage vote of all Units that percentage shall refer to the percentage of Units of the then existing Phase or Phases.

22.7. Time-Share Estates. No time share estates will be permitted in this development.

22.8. Time of Development. The Developer shall have six years from closing of the sale of the first unit in Phase One in which to complete Phase Two. The Developer shall have six years from the closing of the sale of the first unit in Phase Two in which to complete Phase Three. Developer reserves the right to commence construction on Phase Two and Three at any time and further reserves the right to commence both Phases Two and Three at the same time.

22.9. Amendment to Declaration. Phases Two and Three shall be added by Recording in the Public Records of Seminole County, Florida an Amendment to this Declaration. Notwithstanding anything contained herein or in the Act to the contrary,

the Developer may amend this Declaration at any time to add Phases Two and Three and said amendment shall not require the execution of such amendments by anyone other than the Developer.

22.10. Rights of Phase Unit Owners. Upon Phase Two and Phase Three being added hereto, the Units therein and the Unit owners thereof shall be a part of this condominium as much as if they had been included in Phase One. The Unit owners in Phases Two and Three shall have all of the rights duties and obligations as are provided for herein.

22.11. Developer's Rights. The Developer hereby reserves unto itself and its successors and assigns an easement and right of use in and to all roadways and utilities in Phases One and Two for the purpose of using and tying into the same for the development of Phases Two and Three. Additionally, wherever herein there is a reference to Developer's rights as to Phase One these rights shall apply equally to Phases Two and Three if built.

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ARTICLE XXIII

MULTI-STAGE DEVELOPMENT

23.1 General. As an alternative to the Phase development plan as provided in Article XXII hereof but in no way as an impairment of the Phase development rights, the developer reserves unto itself and its successors and assigns the right to develop additional condominiums or other restricted developments on the property described on attached Exhibit B. For that purpose the following easements and rights are provided for herein:

23.2 Roadway Easements. The Developer expressly reserves to itself and subsequent owners of the real property described on Exhibit B and the owners of units built thereon, the perpetual right to use the roadways constructed upon the property described on Exhibit A as a means of ingress to and egress from the parcel described in Exhibit B, and to connect thereto roadways, driveways and parking areas now or hereafter created on the parcel described on Exhibit B. From and after the owner(s) of the property described on Exhibit B begin the use of the roadways over the property described on Exhibit A, the owner(s) of the property described on Exhibit B and/or owners of residental units from time to time existing upon the land described on Exhibit B shall share in the cost and expense of repair and maintenance of said roadways in order to keep the same repaired and maintained, in proper, substantial, and workmanlike manner. The participation in the cost of maintenance and repair however shall not commence until such time as construction of residential units is started on the property described on Exhibit B. The share of the cost to

be incurred by the owner(s) of the property described on Exhibit B shall be based on the number of residental units built on that property in relation to the units built on the property described in Exhibit A.

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23.3 Utility Easements. The Developer expressly reserves to itself and subsequent owners of the parcel of real property described on Exhibit B hereto a perpetual easement, which shall run with the land as a servitude over the property described on Exhibit A hereto in favor of the land described on Exhibit B hereto, for the right to receive utility services through the easements for utilities over, through and under the property described on Exhibit A upon paying charges for utility services imposed by those companies and entities providing such services. The Developer further reserves the right, privilege and easement for itself and subsequent owners of the parcel of real property described in Exhibit B hereto and for such utility companies as shall from time to time be providing utility services through such easements to the parcel described in Exhibit B hereto: (1) to construct, install, operate and maintain all facilities (hereinafter called "facilities") necessary to provide the particular utility service provided through such easement to the property described on Exhibit B; and (2) to operate, inspect, alter, improve, repair, remove and rebuilt such facilities together with the rights and privileges necessary and convenient for the full use and enjoyment thereof. If utility lines are shared by two parcels, the cost of repair and maintenance of the same shall be based on the relative number of units on the two parcels.

23.4 Cross Easements. If the property described on Exhibit B is developed and during such time as it shall continue to exist, the owners and lessees of Units in Tuscany Place Phase One, and the members of their families and servants residing in such Units and the guests and invitees of the foregoing shall be entitled to utilize the ingress and egress ways built on the property described in Exhibit B by paying the prorata share of the repair and maintenance of the said ways based on the relative number of units on each parcel.

23.5 Utility Service Defined. As used herein, the term "utility services" shall include, but shall not be limited to, water, sewer, telephone, cable television, natural gas and electrical service.

ARTICLE XXIV

MISCELLANEOUS

24.1. Notice. Whenever notice is required under the terms of this Declaration, such shall be given in writing to the Association, to the Unit owner, or to any mortgagee, as the case may be, by personal delivery to such party, or by

depositing with postage prepaid in the United States mails, registered or certified with return receipt requested, addressed as follows:

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ASSOCIATION	As the Association's address appears on record at the office of the Secretary of State of Florida.
UNIT OWNER	As the Address of the Unit owner appears on the books of the Association.
MORTGAGEE	As the address of the mortgagee appears on the books of the Association.

Notice served on the secreatry of the Association in the aforesaid manner shall constitute notice to the Association. Until the election of the officers of the Association, Developer shall be authorized to act as agent on behalf of the Association with respect to the giving of notice as hereinbefore provided. Notice to Developer shall be as aforesaid and addressed as follows:

Goehring Development Corp.
Post Office Box 129
Altamonte Springs, Florida 32701

or to such other address as Developer shall, in writing, advise the person giving such notice to utilize for such purposes.

24.2. Covenants Running with Land. All the provisions of this Declaration and the exhibits attached hereto shall be construed as covenants running with the land and with every part thereof, and every interest therein, and every Unit owner and every claimant of the land or any part thereof or interest therein and their heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of said documents.

24.3. Partial Invalidity. The invalidity in whole or in part of any covenant or restriction, or any section, paragraph, subparagraph, sentence, clause, phrase, work or other provision of this Declaration or any exhibit thereto, shall not affect the validity of the remaining portions thereof.

24.4. Binding Effect. The terms and provisions, covenants and conditions of this Declaration shall be binding upon and inure to the benefit of the parties hereto.

24.5 Headings. The headings of the sections, subsections, paragraphs and subparagraphs of this Declaration are for the purpose of convenience only and shall not be deemed to expand or limit the provisions contained in such sections and subsections.

24.6. Construction of Declaration. The interpretation, construction, and effect of this Declaration shall be in accordance with and be governed by the laws of the State of Florida.

24.7. Genders and Numbers. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium.

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SEMINOLE COUNTY, FLA.

Signed, sealed and delivered
in the presence of:

GOEHRING DEVELOPMENT CORP.

By: _____
Harry A. Goehring, President

Attest: _____
Kim A. Goehring, Secretary

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 2nd day of June, 1980, by HARRY A. GOEHRING, President and KIM A. GOEHRING, Secretary of GOEHRING DEVELOPMENT CORP., a Florida corporation qualified to do business in the State of Florida, on behalf of the corporation.

(NOTARIAL SEAL)

Notary Public

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 9 1984
BONDED THRU GENERAL INS. UNDERWRITERS

THIS INSTRUMENT PREPARED BY:

Robert L. Taylor
VAN DEN BERG, GAY & BURKE, P.A.
Post Office Box 2193
Orlando, Florida 32802

CONSENT AND JOINDER

The undersigned, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SEMINOLE COUNTY, the owner and holder of that certain Mortgage given by GOEHRING DEVELOPMENT CORP., on the 9th day of May, 1980, which Mortgage was filed for record on May 12, 1980, in Official Records Book 1278, page 1380, Public Records of Seminole County, Florida, hereby evidences its Consent and Joinder in and to the annexed Declaration of Condominium of:

1281 1063

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Tuscany Place ,A Condominium, Phase One

IN WITNESS WHEREOF, the undersigned has executed this Consent and Joinder this 11th day of June, 1980.

WITNESS:

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SEMINOLE COUNTY

By: Gib Edmonds, President

Attest: Maxine Ekern, Secretary

STATE OF FLORIDA

COUNTY OF SEMINOLE

The foregoing Consent and Joinder was acknowledged before me by Gib Edmonds and Maxine Ekern, respectively, as President and Secretary of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF SEMINOLE COUNTY, this 9th day of June, 1980.

(NOTARIAL SEAL)

Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires Mar. 15, 1981