



BAY VIEW RESERVE CONDOMINIUM ASSOCIATION, INC.

[Note: As of 05/20/1999, a Title Search has been done to verify the Documents]

DECLARATION OF CONDOMINIUM OF BAY VIEW RESERVE, a condominium (O.R. Book 3673, Page 1856, Orange County, Florida, recorded on 08/07/1985)

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(Filed with Secretary of State on 06/26/1985, O.R. Book 3673, Page 1897)

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2. **Amendment Number One to the Declaration of Condominium of Bay View Reserve, a Condominium**
(O.R. Book 3809, Page 3050, Orange County, Florida, recorded on 08-01-1986)
3. **Certificate of Amendment to Declaration of Condominium of Bay View Reserve, a Condominium**
(O.R. Book 5857, Page 1801, Orange County, Florida, recorded on 10-11-1999)
4. **Right-of-Way Agreement**
(O.R. Book 3139, Page 2059, Orange County, Florida, recorded on 09/19/1980)
5. **Sewer Line Easement**
(O.R. Book 3141, Page 2782, Orange County, Florida, recorded on 09-30-1980)
6. **Restrictions (Dr. Phillips)**
(O.R. Book 3285, Page 2006, Orange County, Florida, recorded on ??/??/19??)
7. **Deed of Easement**
(O.R. Book 3630, Page 1297, Orange County, Florida, recorded on 04-17-1985)
8. **Deed of Easement**
(O.R. Book 3655, Page 325, Orange County, Florida, recorded on 06/19/1985)
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(O.R. book 3655, Page 328, Orange County, Florida, recorded on 06/19/1985)
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(O.R. Book 3662, Page 2079, Orange County, Florida, recorded on 07-11-1985)
11. **Consent and Joinder of Mortgagee and Non-Disturbance Agreement**
(O.R. Book 3673, Page 1918, Orange County, Florida, recorded on 08/07/1985)
12. **Assignment of Assigned Parking Spaces and Assigned Tenant Storage Units**
(O.R. Book 3676, Page 2457, Orange County, Florida, recorded on 08/15/1985)
13. **Agreement and Covenant**
(O.R. Book 3709, Page 1629, Orange County, Florida, recorded on 11/04, 1985)
14. **Distribution Easement**
(O.R. Book 3832, Page 574, Orange County, Florida, recorded on ??/??/19??)

DECLARATION OF CONDOMINIUM

OF

BAY VIEW RESERVE, a Condominium O.R.

2362062 ORANGE
CG, FL
Aug 7 4 21 11 '05

3673 PG 1856

THIS DECLARATION OF CONDOMINIUM, made this 5th day of July, 1985, by BAYS EDGE GROUP, LTD., a Florida limited partnership, hereinafter referred to as "Developer," for itself and its successors and assigns,

WITNESSETH:

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

WHEREAS, Developer now desires to create Bay View Reserve, a Condominium, by submitting the Land, 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 "Condominium Act" or the "Act");

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, as it exists on the date hereof, hereby submits the Land, described in Exhibit A hereto, together with the improvements constructed and to be constructed thereon all easements, rights and appurtenances thereto, and all other property, real, personal or mixed, intended for use in connection therewith, to the condominium form of ownership and hereby makes and declares the restrictions, reservations, covenants, conditions and easements set out hereafter as applicable to said Condominium Property which will be known as BAY VIEW RESERVE, a Condominium 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 burden imposed and the benefits created hereby shall run with each Unit and each Unit's appurtenance interest in the Common Elements.

THIS INSTRUMENT PREPARED BY :
Paul E. Rosenthal, Esquire of
Foley & Lardner, van den Berg,
Gay, Burke, Wilson & Arkin
16 South Magnolia Avenue
P.O. Box 2193
Orlando, Florida 32802

A "survey" and "Plot Plan
and Floor Plan" entitled
Exhibits B and C,
respectively, is recorded
in Condominium Exhibit
Book 12, Pages 1
through 4,
inclusive, of the Public
Records of Orange County,
Florida.

ARTICLE II
CONDOMINIUM NAME

O.R. 3673 PG 1857

The name of this condominium is "Bay View Reserve, a Condominium" hereafter called "the Condominium."

ARTICLE III
DEFINITIONS

The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Condominium Act (Section 718.103, Florida Statutes) and as follows unless the context otherwise requires:

3.1 Articles of Incorporation. The Articles of Incorporation means the Articles of Incorporation attached hereto as Exhibit "E" and any filed amendments thereto of the Association.

3.2 Association. The Association means Bay View Reserve Condominium Association, Inc., a non-profit Florida corporation, and its successors.

3.3 Association Certificate. Association Certificate means a certificate of the Association in recordable form signed by the President or Vice-President and Secretary or Assistant Secretary of the Association, such certificate shall be executed with the formalities of a deed.

3.4 Board of Directors. The Board of Directors means the representative body responsible for the administration of the Association.

3.5 By-Laws. By-Laws means the By-Laws attached hereto as Exhibit F and adopted by the Association and any duly adopted amendments thereto.

3.6 Common Elements. Common Elements shall include: (a) the Condominium Property not included in the Units; (b) tangible personal property required for the maintenance and operation of the Common Elements even though owned by the Association; and (c) all those items stated in the Condominium Act.

3.7 Common Expenses. Common expenses shall include, but not be limited to,: (a) expenses of administration and management of the Condominium Property; (b) expenses of maintenance, operation, repair or replacement of Common Elements, and of the portions of Units to be maintained or repaired by the Association; (c) expenses declared common expenses by the provisions of this Declaration, the Articles of Incorporation or the By-Laws; (d) any valid charge against the Condominium as a whole; (e) reasonable reserves, whether held in trust or by the Association, for repair, replacement or addition to the Common Elements or any other real or personal property acquired or held by the Association; and (f) costs and expenses required to fulfill the duties of the Association.

3.8 Common Surplus. Common surplus means the amount by which the receipts of the Association including, but not limited to, assessments received on account of Common Elements, exceed the amount of common expenses; provided, however, in the event that the Association contracts with a separate management corporation for management of the Condominium Property, the portion of receipts of the Association representing fees contracted for and to be collected by said management corporation, or a part thereof, shall not be considered as part of the common surplus.

3.9 Condominium. Condominium means all of the Condominium Property as a whole where the context so permits, including the Land and all improvements thereon, and all easements and rights-of-way appurtenant thereto and intended for use in connection with the Condominium.

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

3.11 Condominium Property. Condominium Property means the Land, together with all improvements located thereon, and personal property subjected to Condominium ownership, or owned by the Association, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

3.12 County. County means Orange County, Florida,

3.13 Developer. Developer means Bays Edge Group, Ltd., a Florida limited partnership. The term "Developer" shall also include its successor 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, provided 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.

3.14 Institutional Mortgagee or Institutional First Mortgagee. Institutional Mortgagee or Institutional First Mortgagee shall include, but not be limited to a bank, life insurance company, union pension fund authorized to do business in the State of Florida, savings and loan association, mortgage company, mortgage brokerage company, the Developer, an agency of the United States Government and the holder of any Mortgage insured by an agency of the United States Government, such as Federal National Mortgage Association, FHLMC, Federal Housing Authority or the Veterans Administration. When an institutional first mortgage by some circumstance fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto, be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee.

3.15 Lease. A lease shall mean the grant, either oral or in writing, by a Unit Owner of a temporary right of use of said Owner's Unit for a valuable consideration.

3.16 Limited Common Elements. Limited Common Elements means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of other Units including, but not limited to, Balconies, Assigned Parking Spaces, and Assigned Tenant Storage Units. Any reference made to Common Elements in the following provisions of this Declaration, or other condominium instruments, is meant to also include Limited Common Elements unless the latter is excepted or dealt with separately.

3.17 Reasonable Attorneys' Fees. Reasonable Attorneys' fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

3.18 Rules and Regulations. Rules and Regulations means the Rules and Regulations and any amendments thereto which have been duly adopted by the Association relating to the use of the Condominium Property.

3.19 Utility Services. Utility services means, but is not be limited to, electric power, water, gas, heating, air conditioning, telephone, cable television, drainage, and garbage and sewage disposal.

ARTICLE IV
DR. PHILLIPS COMMUNITY ASSOCIATION, INC.

Each Unit Owner is a member of the Dr. Phillips Community Association, Inc., a Florida not-for-profit corporation. This Association has responsibility for enforcing the "Declaration of Covenants, Conditions and Restrictions for the Dr. Phillips Community", dated March 21, 1980, as recorded in Official Record Book 3103, Page 1158 et seq. of the Public Records of Orange County, Florida. Said Declaration is a restriction upon the Condominium Property and in the event of any conflict between any provision of this Declaration of Condominium and the aforementioned Declaration, the provisions of said "Declaration of Covenants, Conditions and Restrictions for the Dr. Phillips Community" shall control.

ARTICLE V
DEVELOPMENT PLAN

5.1 Survey, Plot Plans and Graphic Descriptions. A Survey of the Land comprising the Condominium is attached hereto as Exhibit B and made a part hereof. A plot plan and graphic descriptions of the Condominium Property is attached hereto as Exhibit C and made a part hereof (hereinafter called the "plot plan"). The plot plan contains a graphic description of all Units, including their identification numbers, locations and dimensions. The plot plan also identifies the location of all improvements constructed or to be constructed on the Land. The plot plan also includes the floor plan for each type of Unit. The legend and notes contained on the survey and plot plan are incorporated herein and made a part hereof by reference.

5.2 Unit Plans and Unit Designations. The development plan of the Condominium, which contain a survey, plot plan, elevations and floor plans are attached hereto as Exhibits B and C. The development plan calls for the construction of a single fourteen (14) story Building containing a below ground garage level, a lobby level (first floor) with swimming pool, and fifty-two (52) Units located on floors two (2) through fourteen (14). Each Unit is identified by a separate numerical designation. The legal description of each Unit shall consist of the identifying alpha-numerical designation, along with the identifying numerical designation of both the Assigned Parking Space and the Assigned Tenant Storage Unit, all being as shown on Exhibit C, attached hereto. Every deed, lease, mortgage or other instrument may legally describe a unit and/or Condominium parcel by its identifying alpha-numerical designation as provided for on the attached Exhibit C and each and every description shall be deemed good and sufficient for all purposes. Every deed, lease, mortgage or other instrument may legally describe an Assigned Parking Space and/or an Assigned Tenant Storage Unit by its separate identifying numerical as provided for on the attached Exhibit C and each and every description shall be deemed good and sufficient for all purposes.

ARTICLE VI
UNITS AND UNIT BOUNDARIES

6.1 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 top of the first layer of ceiling sheet rock or other substitute ceiling surface (excluding insulation) 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 undecorated, finished 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 and the interior surfaces of the Unit's windows and doors that abut the exterior of the Building, common areas, or limited common areas, extended to intersections with each other and with the Upper and Lower Boundaries. Interior partitions and walls shall be part of the Unit. No part of the nonstructural interior walls shall be considered a Boundary of the Unit. In cases not specifically covered by this section or in the case of a conflict or ambiguity, the survey of the Units set forth in Exhibit C hereto shall control in determining the Boundaries of a Unit.

6.2 Property Excluded from Units. A Unit shall not be deemed to include foundations, columns, girders, beams, supports, exterior walls, interior load bearing walls, pillars, concrete floors or ceilings, central and appurtenant installations and equipment for power and lights, and all pipes, wires, conduits, ducts, vents, and other service and utility lines which are utilized for, serve, or pass through more than one Unit.

6.3 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.

6.4 Other Interests and Rights Appurtenant to Units.

(A) An undivided interest in the Common Elements (as set forth in Article VIII) is hereby declared to be appurtenant to each Unit. 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.

(B) In no event may any Unit's undivided interest in the Common Elements, or Limited 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 and each subsequent owner of any interest in a Unit, by acceptance of a conveyance or otherwise acquiring such interest, hereby waives the right of partition of any interest in the Common Elements and Limited 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 the Unit.

6.5 Limited Common Elements.

(A) Balconies. The Balconies, 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 **thich** they are appurtenant. Day to day upkeep of each Balcony

shall be the exclusive responsibility of the Unit Owner or Owners to which that balcony shall be appurtenant. The maintenance and repair of the same shall be as with all other Common Elements.

(B) Assigned Parking Spaces and Assigned Tenant Storage Units.

(1) Each Assigned Parking Space and Assigned Tenant Storage Unit, located on the garage level of the Building, shall exist as a Limited Common Element and is identified, described and located on Exhibit C. Upon the assignment by the Association of such spaces and Units in the Limited Common Elements to a Unit, the Owners of such Unit shall have the exclusive right to the use thereof without separate charge by the Association, although nothing herein contained shall be construed as relieving such Owner from any portion of any assessment for common expenses made against a Unit, as herein provided, it being the intent that the cost of maintenance and administration of Limited Common Elements shall be included as part of the common expense applicable to all Units for purposes of assessments. The assignment of Assigned Parking Space and Assigned Tenant Storage Units shall be at the sole discretion of the Association. Each Unit shall be assigned a minimum of one (1) Assigned Parking Space and Assigned Tenant Storage Unit to a Unit for consideration. Upon such assignment, an Owner of a Unit to whom such assignment is made shall have the exclusive right of use of such Assigned Parking Space and Assigned Tenant Storage Unit and the space shall become an appurtenance to said Unit, and upon the conveyance of, or passing of title to the Unit to which such space assignment is made, such interest in the Limited Common Element and/or Assigned parking Space and Assigned Tenant Storage Unit shall pass as an appurtenance thereto in the same manner as the undivided interest in the Common Elements appurtenant to such Unit; provided, however, in such cases where two (2) or more Assigned Parking Spaces and Assigned Tenant Storage Spaces are assigned to a Unit, then each Assigned Parking Space and Assigned Tenant Storage Unit in excess of the one (1) required Assigned Parking Space and Assigned Tenant Storage Unit may be assigned by the Unit Owner to another Unit. Each Unit shall at all times have one (1) Assigned Parking Space and Assigned Tenant Storage Unit assigned to it.

(2) Any parking spaces which are not assigned by the Association to a particular Unit shall be under the control of the Association and shall be designated as Guest Parking Spaces. No such Guest Parking Space may be assigned to a Unit or otherwise transferred unless approved in the same manner as required to amend this Declaration of Condominium as provided in Article XXI.

(3) Any Tenant Storage Units which are not assigned by the Association to a particular Unit shall be under the control of the Association. The Association may assign the exclusive use of such storage unit or a portion thereof, to a Unit for a period of time not to exceed one year.

6.6 Alteration of Unit Plans by Owner. The interior plan of a Unit may be may be changed by its Owner. No Unit may be subdivided. Any change that is made within a Unit shall also comply with the requirements of the Article concerning Maintenance, Alteration and Improvement.

6.7 Amendment of Unit plans by Developer.

(A) Interior Design. Developer reserve the right to change the interior design and arrangement of all Units so long as Developer owns the Units so altered, without necessity of amendment hereto.

(B) Alteration of Boundaries and Unit Dimensions.
Developer reserves the right to alter the boundaries

between Units, so long as Developer owns the Units so altered; to increase or decrease the number of Units and to alter the boundaries of the Common Elements where the boundaries are being altered, provided no such change shall partition or subdivide any Condominium Unit set out herein and no such change shall be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the institutional mortgagee of Units affected, and such amendment shall not require the approval of Unit Owners, Unit purchasers, or the Association.

ARTICLE VII EASEMENTS

7.1 Perpetual Non-exclusive Easement in Common Elements. Subject to the exclusive use of Limited Common Elements as provided in this Declaration, the Common Elements are hereby declared to be subject to perpetual non-exclusive easements in favor of all Unit Owners, lessees of Units and the members of their families, and servants residing in said Units, and the guests and invitees of the foregoing, for all proper and normal purposes intended for the Common Elements, provided such purposes do not encroach upon the lawful rights of any Unit Owner.

7.2 Easements for Encroachments. If, as a result of the construction or of the settling or shifting of the Building, or if for any reason not caused by the purposeful or negligent act of the Unit Owner or Unit Owners, or agents of such Owner or Owners, any of the Common Elements shall encroach upon any Unit or any Unit shall encroach upon any of the Common Elements or upon any other Unit, a valid easement shall exist for such encroachment and for the maintenance thereof so long as the Building shall stand. In the event that the Building or any Unit or any of the Common Elements shall be damaged or destroyed by fire or other casualty or as a result of eminent domain proceedings, and shall then be rebuilt, then encroachments of a portion of the Common Elements upon any Unit, or of any Unit upon any portion of the Common Elements or upon any other Unit, due to such rebuilding, shall be permitted, and valid easements for such encroachments and the maintenance thereof shall exist so long as the Building shall stand.

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.

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 and the Limited Common Elements appurtenant to such Unit shall not unreasonably be interfered with;

(B) vehicular ingress and egress to the Building shall not unreasonably be interfered with; and

(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.

7.5 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.

7.6 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.

7.7 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, or to the Limited 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 normal business 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 purposes of effecting any emergency or other necessary repairs which the Unit Owner has failed to perform.

7.8 Easements During Construction. The Developer and the person or entity engaged in the construction of improvements on the Condominium Property shall have easements of ingress and egress upon the Common Elements and Units as may be necessary to provide access to construction sites at reasonable times.

7.9 Authority of Developer and Association Concerning Easements. To the extent that easements over, upon or under the Condominium Property are necessary so as to provide utility services to the Condominium, each Owner, and his heirs, successors and assigns, do hereby designate and appoint the Developer or the Association as his agent and attorney-in-fact with full power in his name, place and stead, to execute instruments creating such easements; provided, however, that such easements shall not unreasonably interfere with the use by the Unit Owners of the Condominium Property or be detrimental to the structural integrity of the Building. Further, subject to the limitations set forth in Section 7.3 hereof, the Association shall be and hereby is authorized to give, convey, transfer, cancel, relocate and otherwise deal with utility and other easements located on or affecting the Condominium Property.

ARTICLE VIII COMMON EXPENSES AND COMMON SURPLUS

8.1 Common Expenses. The common expenses to be borne by each Unit Owner shall be a proportionate share of the total expenses and costs of the Association. Each Unit Owner shall be responsible for a portion of the Common Expenses and costs, and such share shall be in the percentage of the undivided share in the Common Elements to his Unit as set forth in Exhibit D of this Declaration. 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.

8.2 Common Surplus. Any common surplus of the Association shall be owned by each of the Unit Owners in the same proportion as their percentage liability for Common Expenses.

ARTICLE IX ASSESSMENTS

9.1 Assessments, Generally. The making and collection of assessments against Units for Common Expenses, for funds required to repair or reconstruct improvements on the Condominium Property, for emergency expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws and subject to the provisions set forth in this Article.

9.2 Share of Common Expenses. Each Unit shall be liable for a proportionate share of the Common Expenses of the Condominium and shall share in the Common Surplus, such shares being set forth in Exhibit D. Such right shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus. However, the Developer shall not be obligated to pay any Common Expense assessments to the Association, notwithstanding the fact that the Developer is an Owner of a Unit in the Condominium, during such period of time as Developer shall guarantee the level of assessments to be collected from other Unit Owners, as provided in Section 19.6 hereof.

9.3 Payments. Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due, shall not bear interest but all sums not so paid on or before ten (10) days after the same is due shall bear interest until paid at the rate of eighteen percent (18%) per annum. All payments on account shall be first applied to interest and then to the assessment payment first due.

9.4 Special Assessments.

(A) Generally. The Association may also make special assessments as to all Units as provided in the By-Laws.

(B) As to Specific Units.

(1) Notwithstanding the responsibility of the Association to maintain and repair those portions of the Condominium Property as set forth in Article XII of this Declaration, if such required maintenance and repair is required because of the negligence or misuse of the Condominium Property or Unit by a Unit Owner, and such Unit Owner shall be liable and responsible for the cost and expense of such required maintenance and repair; and such cost of maintenance, repair or reconstruction shall be specially assessed to the Unit concerned as a special assessment and may be collected and enforced in the same manner as any other assessment provided in this Declaration. Until so collected from the Unit Owner, such costs shall be treated as a Common Expense.

(2) In the event that the Unit Owner does not maintain, repair and replace that portion of the Unit required to be maintained, repaired and replaced at the Unit Owner's cost and expense, and such lack of maintenance, repair or replacement has or will have an adverse effect on the Condominium or will cause damage to the Condominium Property or portions of the Condominium to be maintained by the Association, then, and in that event, the Association shall have the right to perform such maintenance, repair and replacement necessary in the Unit, and such cost of maintenance, repair or replacement shall be specially assessed to the Unit Owner concerned as a special assessment and may be collected and enforced in the same manner as any other assessment provided in this Declaration. Until so collected from the Unit, such costs shall be treated as a Common Expense.

9.5 Lien for Assessments.

(A) The Association shall have a lien on each Condominium parcel for any unpaid assessments, together with interest thereon, against the Owner of such Condominium parcel, together with a lien on all tangible personal property located within the Unit, except that such lien upon the aforesaid tangible personal property shall be subordinate to prior bona fide liens of record. Reasonable attorneys' fees incurred by the Association incident to the collection of such assessment for the enforcement of such lien, together with all sums advanced and paid by the Association for taxes and payment 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 shall be payable by the Unit Owner and secured by

such lien. The Association's liens shall also include those sums advanced on behalf of each Unit Owner in payment of his obligation for use charges and operation costs likewise referred to as Common Expenses. However, no such lien shall continue for more than one (1) year after the claim of lien has been recorded unless an action to enforce the lien is commenced within a court of competent jurisdiction with said time period.

(B) Said lien shall be effective from and after the time of recording in the public records of the County, of a Claim of Lien stating the description of the Condominium parcel, the name of the record owner, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such Claims of Lien shall be signed and verified by an officer of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of the lien. All such liens shall be subordinate to the lien of an institutional mortgage recorded prior to the time of recording of the Claim of Lien.

9.6 Collection and Foreclosure. The Board of Directors may take such action as they deem necessary to collect assessments of the Association by personal action or by enforcing and foreclosing said lien, and may settle and compromise same, if in the best interests of the Association. Said lien shall be effective as and in the manner provided for by the Act, and shall have the priorities established by the Act. The Association shall be entitled to bid at any sale held pursuant to a suit to foreclose an assessment lien, and to apply as a cash credit against its bid, all sums due the Association covered by the lien enforced. In case of such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Condominium parcel and the plaintiff in such foreclosure shall be entitled to the appointment of a Receiver to collect same from the Unit Owner and/or occupant.

9.7 Liability of Mortgagee, Lienor or Judicial Sale Purchaser for Assessment. Notwithstanding anything to the contrary contained in this Declaration of Condominium, where the mortgagee of a first mortgage of record or other purchaser of a Unit, obtains title to a Condominium parcel as a result of foreclosure of the first mortgage, or when the mortgagee of a first mortgage of record accepts a deed to said Condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of Common Expenses or assessments by the Association pertaining to such Condominium parcel, or chargeable to the former Unit Owner of such parcel which became due prior to the acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Unit Owners, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed to the Condominium parcel in lieu of foreclosure. The new Owner by virtue of the acquiring of such title shall forthwith become liable for the payment of the Common Expenses and such other expenses as may be chargeable to the Owner of a Condominium Unit hereunder; however, any person who acquires an interest in a Unit, except through foreclosure of a first mortgage of record, or as a result of a deed given in lieu of foreclosure of a first mortgage of record, as specifically provided in the paragraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including persons who became purchasers at judicial sales, shall be jointly liable with the grantor for the unpaid assessments, and shall not be entitled to occupancy of the Unit or enjoyment of the Common Elements until such time as all unpaid assessments due and owing by the former Owner have been paid.

9.8 Assignment of Claim and Lien Rights. The Association, acting through its Board of Directors, shall have the right

to assign its claim and lien rights for the recovery of any unpaid assessment to the Developer, or to any Unit Owner or group of Unit owners, or to any third party.

9.9 Unpaid Assessments - Certificate. Any Unit owner shall have the right to require from the Association a certificate showing the amount of unpaid assessments against him with respect to this Condominium parcel. The Association shall deliver the Certificate within 15 days of the request. The holder of a mortgage or other lien shall have the same right as to any Condominium parcel upon which he has a lien. Any person other than the Owner who relies upon such certificate shall be protected thereby.

9.10 Liability; Abandonment. The liability for assessments or special assessments may not be avoided by waiver of the use or the enjoyment of any Common Element or by abandonment of the Unit for which the assessments are made.

ARTICLE X TAXES

Each Unit Owner shall be obligated to cause the real property taxes for his Unit to be assessed separately by the appropriate governmental authority and to pay all real property taxes so determined directly to the appropriate governmental authority. The foregoing shall apply to all types of taxes which now are or may hereafter be assessed separately by law on each Unit and the appurtenant interest in the Common Elements, or on the personal property or other interest of the Owner. Each Owner shall execute such documents and take such action as may reasonably be specified by the Association to facilitate dealing with the appropriate governmental authorities, regarding real property taxes, other taxes and assessments. Each Owner shall be obligated to pay directly to the Association as a Common Expense a proportionate share of any assessment by the Association for a portion of taxes or assessments which may be assessed against the entire Condominium Property or any part of the Common Elements as a whole and not separately. If, in the opinion of the Association, any taxes or assessments may be a lien upon the entire Condominium Property or a part of the Common Elements, the Association may pay such taxes or assessments and shall assess the same to the Owners in proportion to their share of the Common Expenses of the Condominium. Such assessments by the Association shall be secured by the lien rights of the Association described in and/or created by Article IX of this Declaration.

ARTICLE XI THE ASSOCIATION; ARTICLES; BY-LAWS; VOTING RIGHTS

11.1 The Association. The responsibility for the management, operation and control of the Condominium is hereby vested in the Association, which shall engage in said activities as agent of the Unit Owners in the Condominium,

11.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached hereto as Exhibit E and made a part hereof.

11.3 By-Laws. A copy of the initial By-Laws of the Association is attached hereto as Exhibit F and made a part hereof. The By-Laws may be amended as provided therein.

11.4 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.

11.5 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. 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.

11.6 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, Declaration, 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.

11.7 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 maintain and 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 and attorneys' fees on appeal, 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.

11.8 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.

11.9 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 the Declaration or by the Act.

11.10 Powers, Duties and Obligations of the Association. The Association shall have all the powers, duties and obligations as are provided for in the Act, the Florida Statutes, this Declaration, the Articles of Incorporation and By-Laws.

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.

(A) By the Association. The Association shall maintain, repair and replace at the Association's expense:

(1) All Boundary walls of a Unit (excluding dry wall, plastered surfaces or sheetrock and interior surfaces of the Boundary walls), and all portions of a Unit contributing to the support of the Condominium Building, which portions shall include, but not be limited to, outside walls of the Building and all fixtures on its exterior, structural; floor and ceiling slabs; roofs; load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services contained in the portion of a Unit maintained by the Association; and all such facilities contained within a Unit that service part or parts of the Condominium other than the Unit within which contained.

(3) All incidental damage caused to a Unit by such work immediately above-described shall be repaired promptly at the expense of the Association.

(B) By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To keep and maintain his Unit, its equipment and appurtenances in good order, condition and repair, and to perform promptly all maintenance and repair work within the Unit which, if omitted, would affect the Condominium in its entirety or in a part belonging to others; being expressly responsible for the damages and liability which his failure to do so may engender. 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 the interior portion of all windows, all exterior doors, including sliding glass doors and all air conditioning and heating equipment, stoves, refrigerators, fans and other appliances and equipment, including pipes, wiring, ducts, fixtures and/or their connection required to provide Utility Service to his Unit which may now or hereafter be situated in his Unit.

(2) To maintain, repair and replace any and all walls, ceilings and floor interior surfaces, painting, decorating and furnishings, and all other accessories which such owner may desire to place and maintain in his Unit, including **pastered** surfaces, dry wall or sheetrock within a Unit or forming the boundaries of the Unit.

(3) Where applicable, to maintain and keep in a neat and trim condition the floor, interior walls, screening and railings of balconies.

(4) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

(5) Plumbing and electrical repairs to fixtures and equipment located within a Unit and exclusively servicing a Unit shall be paid for and be a financial obligation of the Unit Owner.

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. The Association shall be responsible for the cleaning of the exterior portion of all windows. 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.

12.4 Proceeds of Insurance for Benefit of Unit Owner. 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 the Association, the proceeds of the insurance received by the 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.

12.5 Insect and Pest Control. 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 Association's designee the right to enter into each Unit during normal business hours for this purpose.

12.6 Alterations.

(A) By the 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 (\$5,000.00). All other alterations and improvements must first be approved by the Owners of two-thirds (2/3) 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.

(B) By the Unit Owner. 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 Building 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 and a copy of the construction contract, if any, 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; and (d) the contract provides for a performance and payment bond in the full amount thereof.

12.7 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 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.

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. At a minimum, the following insurance coverage shall be maintained by the Association:

(A) Casualty. 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 (excluding the value of excavations and foundations) as determined by the Board of Directors. All personal property owned by the Association located upon the Common Elements shall be insured against casualty for the fair market value thereof. The determinations as to the amount of insurance herein required shall be made annually by the Board of Directors. Such coverage shall afford protection against:

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

(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 the Condominium Building 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 in accordance with the original

plans and specifications, but does not include floor coverings, wall coverings and ceiling coverings within an individual Unit. With respect to the coverage provided for by this paragraph, the Unit Owners shall be considered additional insureds under the policy.

(B) Requirements of Insurance Policy. The said hazard/casualty insurance and flood insurance, if any, shall meet the following requirements:

(1) 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;

(2) 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;

(3) 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;

(4) 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

(5) 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.

(C) Public Liability. Liability insurance, including but not limited to coverage for owned automobile and non-owned automobile, 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, provided that said liability insurance shall always be maintained in the minimum amount of One Million (\$1,000,000) Dollars.

(D) Worker's Compensation. Worker's compensation insurance to meet the requirements of law.

(E) Other Insurance. Other insurance coverage as the Board of Directors of the Association shall determine from time to time to be desirable, including Directors' Liability Insurance.

(F) Insurance by Unit Owners. All policies issued to an individual Unit Owner shall provide that the amount recoverable thereunder is excess over the amount recoverable under any other policy insuring the same property, and no right of subrogation shall exist thereunder against the Association.

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 attorney,

bank or trust company in Florida as may be appointed Insurance Trustee by the Board of Directors. The Insurance Trustee shall not be liable for the purchase or renewal of any insurance 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.

(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 apointed 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 or Units then such damage shall be reconstructed or repaired.

(B) Common Elements. If the damaged improvement is a Common Element, 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) The Building.

(1) Lesser Damage. If the damaged improvement is a part of the Condominium Building, and if Units to which fifty percent (50%) of the Common Elements or appurtenances are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty it is determined in the manner elsewhere provided that the Condominium shall be terminated.

(2) Major Damage. If the damaged improvement is part of the Condominium Building and if Units to

which more than fifty percent (50%) of the Common Elements are appurtenant are found by the Board of Directors of the Association to be not tenantable, then the damaged property will not be reconstructed or repaired and the Condominium will be terminated as elsewhere provided, unless within sixty (60) days after the casualty the Owners of seventy-five percent (75%) of the Common Elements agree in writing to such reconstruction or repair.

(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, and the Insurance Trustee may rely on such certificate.

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. Additionally, in the event of substantial damage to or destruction of any Unit, or any part of the Common Elements, 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;

(2) Whether damaged property for which the Association has responsibility for reconstruction and repair includes structural parts of the 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 Responsibility. If the damage is only to those parts of one (1) Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of construction or repair after casualty shall be that of the Association.

14.5 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.

14.6 Assessments. If the proceeds of insurance are not sufficient to defray the 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 Building 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 a majority of the Unit Owners. Notwithstanding the foregoing, the Association shall not be prohibited from entering into contracts providing for work which is essential to preserve the property from further deterioration or damage pending collection of assessments.

14.7 Disbursement of Construction Funds. The funds held by the Insurance Trustee for payment of the costs of reconstruction and repair after casualty, which shall consist of the proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against the Unit Owners, 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 and shall constitute a construction fund for such purpose;

(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 14.7(G) hereof;

(C) The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with the Unit Owner, shall be paid by the Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement, then to the Unit Owner and the mortgagee jointly;

(D) If the total cost of reconstruction and repair that is the responsibility of the Association is: (1) less than \$25,000.00, then the Insurance Trustee shall disburse the construction fund to the Association, and the Association shall hold such fund and disburse the same in payment of the costs of reconstruction and repair; or (2) \$25,000.00 or more, but less than \$100,000.00, then the Insurance Trustee shall pay the cost ^o hereof upon the order of the Association; or (3) more than \$100,000.00, then the Insurance Trustee shall pay the cost thereof upon order of the Association, only with the approval of an architect, qualified to practice in Florida, who has been employed by the Association to supervise the work;

(E) The Association shall keep records of all construction costs;

(F) 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;

(G) 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;

(H) 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.

ARTICLE XV CONDEMNATION

15.1 Condemnation. In the event that any Unit, or any portion thereof or the Common Elements or any portion thereof, shall be the subject to any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority (hereinafter a "taking"):

(A) The taking of Condominium Property shall be deemed to be a casualty and the awards for that taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Insurance Trustee.

(B) To the extent practical, the awards for a taking shall be utilized and/or distributed in the same manner set forth in Article XIV hereof. In the event such distribution is not practical, then such awards shall be utilized and/or distributed in such equitable manner as may be determined by the Board of Directors and approved by a majority of the Unit Owners.

(C) To the extent necessary to reflect the changed status of the Condominium Property as a result of a taking, the Declaration shall be amended by the Board of Directors to reflect changes made in the Units, in the Common Elements, and in the ownership of the Common Elements that are effected by the taking. Such an amendment of the Declaration need be approved only by a majority of the Board of Directors.

(D) The Association shall give timely notice to any mortgagee whose interest may be adversely affected by a proposed taking.

ARTICLE XVI USE RESTRICTIONS

16.1 Term of Use Restrictions. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium shall exist.

16.2 Units; Residential Occupancy. Units shall be used for residential purposes only and no business or commercial activity shall be maintained in any of said Units, except as may otherwise be provided herein. No Unit shall be permanently occupied by more than six (6) persons, and the maximum permanent occupants and overnight guests shall be no more than ten (10)

persons per Unit. Occupancy of the Units shall be further restricted as follows:

(A) Individuals. If the Owner is an individual or individuals (other than individuals constituting a business partnership, limited partnership or joint venture) the Unit may be occupied by such Owner, the Owner's family, servants and guests, and by such Owner's lessees and the lessees' family, servants and guests (subject to compliance with the provisions of the Declaration governing the lease of Units). No Unit shall be occupied by relatives or guests while the Unit Owner or lessee is not in residence, unless such relative or guest has been authorized by written correspondence to the Association from the Unit Owner or lessee prior to such occupancy. The Board of Directors shall promulgate reasonable rules and regulations to accomplish such registration procedure.

(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 venturers, employees, officers, and directors, and by relatives, servants and guests of the foregoing; provided that all such persons who occupy the Unit shall have been authorized by written correspondence to the Association from the Unit Owner prior to such occupancy. The Board of Directors shall promulgate reasonable rules and regulations to accomplish such registration procedure.

16.3 Subdivision of Units; Leasing of Limited Common Elements.

(A) Except as reserved to the Developer, no Unit may be divided or subdivided into a smaller Unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show the changes in the Units to be affected thereby.

(B) No Assigned Parking Space or Assigned Tenant Storage Area may be leased or rented by the Unit Owner, except as appurtenance to a Unit or to another Unit Owner.

16.4 Use of Units: General.

(A) No Unit Owner, lessee, or occupant of a Unit shall do, or suffer or permit to be done, anything in any Unit which would impair the soundness or safety of the Building, or create a fire hazard, or which will increase the rate or result in the cancellation of insurance applicable to the Building, or which would require any alteration of or addition to any of the Common Elements so as to be in compliance with any applicable law or regulation, or which would otherwise be in violation of law.

(B) No Owner, lessee or occupant of a Unit shall, place or suffer to be placed or maintained any sign or advertising matter within the Unit which shall be visible from the exterior thereof or any sign, awning or canopy, decoration, lettering, or other thing of any kind on any exterior door, wall or window of the Condominium Property.

(C) No Owner, lessee or occupant shall repair, alter, replace or move any of the Common Elements which are located within his Unit without the prior written consent of the Association.

(D) No pets shall be allowed to be kept in a Unit, except for canaries, parrots, parakeets, small canines and felines, and other small household pets; provided that a maximum of two (2) such pets may be kept in a Unit. Such canines and felines shall be allowed outside a Unit only on a leash. No such pets may be kept, bred or maintained for any commercial purpose, or as otherwise set forth in the Rules and Regulations.

16.5 Use of Common Elements.

(A) 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 limitations, restrictions, and prohibitions set forth in the Act, Declaration, Articles of Incorporation, By-Laws and Rules and Regulations.

(B) It is prohibited to install curtains or blinds on a balcony without first obtaining the approval of the Board of Directors.

(C) It is prohibited to hang garments, clothing, towels, rugs, clotheslines, and other such matters from the balconies, windows or facades of the Condominium Property.

(D) It is prohibited to dust or clean rugs from a window or balcony, or to clean rugs by beating against the exterior of the Building or balcony.

(E) It is prohibited to throw trash outside the Unit in other than designated trash disposal chutes or areas.

(F) It is prohibited to attach wiring to the exterior of the Building.

(G) It is prohibited to paint or otherwise decorate or change the appearance of any portion of the exterior of the Building and/or Condominium Property.

16.6 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.

16.7 Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice that is the source of annoyance to residents or which interfere with the peaceful possession and proper use of the property by its residents.

16.8 Leasing.

(A) Certain Leases Prohibited. No Unit Owner shall be permitted to lease his Unit for transient or hotel purposes. No rooms may be rented separately from the Unit.

(B) Tenant Compliance with Declaration. All leases or subleases of a Unit shall be in writing and consistent with the terms of the Declaration and By-Laws and shall specifically provide that (i) the lessee or sublessee is bound by the provisions of this Declaration, the By-Laws, and the Rules and Regulations which may from time to time be adopted by the Association; (ii) failure to abide by the aforementioned provisions shall be a default under the terms of the lease or sublease; and (iii) that the Association shall have the power to terminate such lease or sublease and to bring summary proceedings to evict the tenant in the name of the landlord in the event the tenant is in default due to its failure to abide by the aforementioned Declaration, By-Laws, Rules and Regulations.

(C) Term of Leases. No lease of a Unit shall be for a period of less than six (6) months.

(D) Notification to Association. The Owner of a Unit shall, within ten (10) days of the effective date of any lease or sublease of a Unit, file a copy of such lease or sub-

lease with the Association and advise the Association, in writing, of the name, address, telephone number and business of the lessee or sublessee.

16.9 Restrictions of Dr. Phillips Community. Each Unit is subject to the restrictions contained in the "Declaration of Covenants, Conditions and Restrictions for the Dr. Phillips Community", dated March 21, 1980, and recorded in Official Record Book 3103, Page 1158 et seq of the Public Records of Orange County, Florida.

16.10 Rules and Regulations. Reasonable Rules and Regulations concerning the use and appearance 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 Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium upon request. The Rules and Regulations may provide for reasonable monetary fines against the Unit Owners who violate the Rules and regulations or the provisions of this Declaration and may further provide for arbitration in the event of a dispute between Unit Owners and the Association concerning such violations.

16.11 Developer Exception. Notwithstanding anything contained in the foregoing sections of this Article until Developer has closed the sales of all of the Units of the Condominium, 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, the displaying of signs, and leases of unsold Units.

ARTICLE XVII TRANSFER OF UNITS

17.1 Transfer of Unit Ownership. In order to maintain a community of congenial residents, non-transitory in nature, and thus protect the value of the Units, the sale, rental, lease or other transfer of Units by any Unit 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 and agrees to observe:

(A) Notice of Transfer to Board of Directors and Board
Action Thereon.

(1) Prior to the sale, rental, lease or transfer of any interest in a Unit to any person, the Owner of said Unit shall notify the Board of Directors, in writing, with the name and address of the person to whom the proposed sale, rental, lease or transfer is to be made, and such other information as may be required by the Board of Directors. The term, "transfer," as used herein, shall include any sale, rental, lease or transfer of any nature. Within seven (7) days, by majority vote, the Board of Directors, shall either approve or disapprove of a proposed transfer, in writing, and shall notify the Owner of its decision, or the Board of Directors may take no action in which case the proposed transfer shall be disapproved.

(2) If the proposed transfer is approved, an Association Certificate shall promptly be delivered to the Unit Owner proposing such transfer stating that the transfer of the Unit to certain persons was approved in all respects on a certain date. This certificate shall be conclusive evidence of such facts and from the date of approval as stated therein, the redemption rights herein afforded the Unit Owners shall terminate.

(B) Appeal of Board Action Disapproving Transfer; Right of First Refusal of Unit Owners.

(1) In the event the Board fails to act or disapproves of the proposed transfer, and if the Unit Owner still desires to so transfer, he shall, at least thirty (30) days before such transfer, give written notice to the President or Secretary of the Association of his intention to transfer on a certain date, and the bona fide price and other terms thereof, and the Association, through one of its officers, shall promptly notify the Unit Owners of the date, price and terms. Unit Owners shall have a right of first refusal over non-Unit Owners to accept such transfer at the bona fide price and on the terms contained in the notice, provided they so notify the Secretary of the Association, in writing, of acceptance at least fourteen (14) days before the date of the intended transfer, which information the Association shall promptly forward to the Unit Owner. In the event the Unit Owner giving notice receives acceptance from more than one Unit Owner, preference shall first be given to the Unit Owner owning a Unit contiguous to the Unit being transferred, but if all other conditions are equal, it shall be discretionary with the Unit Owner giving notice to consummate the transfer with whichever of the accepting Unit Owners he chooses, and nothing hereinabove shall be construed as precluding a group of Unit Owners from purchasing a Unit.

(2) In the event the Unit Owner giving notice receives no written notice from any Unit Owner accepting his price and terms of the proposed transfer, on or before ten (10) days before the day given in the notice as the day of the transfer, then that Unit Owner may complete the transfer within a reasonable time of the day and at the price or terms given in his notice, but at no other price or terms without repeating the procedure outline above.

(3) If no Unit Owner exercises his right of first refusal as provided herein, an Association Certificate shall promptly be delivered to the Unit Owner proposing such transfer stating that the Board of Directors was given proper notice on a certain date of a proposed transfer, and that the approval committee disapproved or failed to act on such proposed transfer, and that thereafter all the provisions hereof which constitute conditions precedent to a subsequent transfer of a Unit have been complied with and that the transfer of a particular Unit to particularly named person does not violate the provisions hereof. This Certificate shall be conclusive evidence of such facts for the purposes of determining the status of those persons' title to the Unit transferred. Such Certificate shall not be evidence of the fact that the subsequent transfer to such persons was made at the price, terms and date stated in the notice given to the Secretary.

(C) Right of Redemption for Violation of Transfer Requirements.

(1) In the event a Unit Owner makes a transfer without first complying with the terms herein, any other Unit Owner shall have the Right to Redeem from the transferee, subject to termination, according to the provisions hereof. The Unit Owner's or Unit Owners' redemption rights shall be exercised by the Unit Owner or Unit Owners reimbursing the transferee for the monies expended and immediately after such reimbursement said transferee shall convey all of his right, title and interest to the Owner or Owners making the redemption.

(2) In the case of a particular transfer, unless a suit has been brought to enforce the provisions of this section within one (1) year after the notice to the Board of Directors, said notice date to be established by the Association Certificate, the redemption rights herein afforded the Owners shall terminate, even if the conditions and terms of this section of the Declaration have not been complied with.

(3) Notwithstanding anything to the contrary herein, the provisions in this section shall in no way be construed as affecting the rights of an institutional first mortgagee with a recorded institutional first mortgage on any Unit, in that the redemption rights as set forth herein shall remain subordinate to any such institutional first mortgage.

(D) Exceptions.

(1) The provisions of this Article shall not apply to transfers by a Unit Owner to any member of his immediate family (viz. spouse, children, parents, grandchildren or grandparents).

(2) Notwithstanding anything to the contrary herein, the provisions of this Article shall not be applicable to purchases at foreclosure or other judicial sales, to transfer to or from "institutional first mortgagees", transfers from or to the Developer; nor transfers wherein the developer is acting as agent.

ARTICLE XVIII
COMPLIANCE AND ENFORCEMENT

18.1 Compliance. Each Unit Owner and the Association shall be governed by and shall comply with the terms of the Act, this Declaration and the Articles of Incorporation, By-Laws, Rules and Regulations of the Association. Failure so to comply shall entitle the Association and/or aggrieved Unit Owners to a cause of action for the recovery of damages, or for injunctive relief or both and to the relief set forth in the following sections of this Article in addition to the remedies provided by the Act. The holder of a first mortgage on a Unit shall be entitled to prompt notice from the Association of any default in the Unit mortgagor's obligations under the aforementioned documents not cured within 30 days of default.

18.2 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.

18.3 Costs and Reasonable 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 Act, this Declaration, the Articles of Incorporation, By-Laws, Rules and Regulations of the Association, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees.

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

ARTICLE XIX
RIGHTS OF DEVELOPER

19.1 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

sell, rent, lease, 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.

19.2 Amendment by the Developer.

(A) Amendments in General. Except as may be otherwise prohibited by the Act or this Declaration, and pursuant to the procedures set forth in Section 21.3(b) of this Declaration, the Developer, during the time it is in control of the Board of Directors of the Association, may amend this Declaration, the Articles or the By-Laws to correct an omission or error, or to effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, materially and adversely affect substantial property rights of Unit Owners unless the affected Unit Owners consent in writing. The execution and recording of any amendment by the Developer pursuant hereto shall be conclusive evidence, however, that the amendment does not materially adversely affect substantial property rights of Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided herein unless subsequently rescinded.

(B) Alteration of Unit Plans. Developer reserves the right to change the 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 change the percentage interests of the Common Elements without amendment to 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 the Declaration.

(C) Amendment of Declaration. The amendment of this Declaration, the Articles or By-Laws pursuant to Section 19.2 of this Declaration 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.

19.3 Prohibited Acts by Unit Owners. As long as the Developer holds any Units for sale in the ordinary course of business, none of the following actions may be taken without prior approval in writing by the Developer:

(A) Assessments 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.

19.4 Developer's 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 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.

19.5 No Interference. During such time as the Developer is in the process of construction on any portion of the Condominium, 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, its agents and employees, in connection with such construction. Thereafter, during such time as the Developer owns any Units within the Condominium 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.

19.6 Limitation on Developer's Liability for Assessment The Developer hereby gives its guarantee to the Association and Unit Owners that the initial assessments for Common Expenses of the Condominium imposed on the respective Unit Owners other than Developer, shall not increase beyond the dollar amount stated in the Initial Operating Budget until the earlier of the following: the date control of the Association is turned over to Unit Owners other than the Developer, or a period of one year after the date of closing of the first Unit in the Condominium (the "Guarantee Expiration Date"). This guaranty shall commence on the date that the first Unit is conveyed to any Owner other than the Developer. Developer hereby obligates itself and agrees to pay the amount of Common Expenses incurred during said period not produced by the assessment at the guaranteed level receivable from other Owners.

In consideration of the foregoing, Developer shall be excused from the payment of its share of the Common Expenses in respect to its Units owned by it during said guarantee period. The above provisions is included herein pursuant to Section 718.116(8)(b) of the Act.

After the Guarantee Expiration Date, the Developer shall have the option of extending the guarantee from month-to-month on the same terms. If the Developer fails to exercise such option, the Developer shall pay the share of Common Expenses and Assessments attributable to Units it is then offering for sale. The Developer shall exercise such option, if at all, by mailing notice of such action to each Unit Owner, and to the Association, which shall include said notice in its minutes at the following meeting.

19.7 Restriction on Amendments. Any provisions of this Declaration to the contrary notwithstanding, no provision of this Declaration or of the Articles of Incorporation or of the By-Laws of the 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 shall own any Units in this **Condominium**, and for a period of two (2) years after the sale and conveyance of the last Condominium Unit owned by the Developer to any person other than a successor or alternate developer.

19.8 Amendment. This Article shall not be subject to amendment without the written consent of the Developer.

ARTICLE XX RIGHTS OF MORTGAGEES HOLDING MORTGAGES

20.1 Rights. For so long as any Institutional Mortgagee shall hold a mortgage upon any Unit, or shall be the Owner of any Unit, such Institutional Mortgagee shall, subject to the conditions precedent in Section 20.2, have the following rights:

(A) To inspect the books and records of the Condominium during normal business hours;

- (B) To receive copies of all financial reports;
- (C) To receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings; and
- (D) To be given notice by the Association of the default in the payment of Common Expenses by an Owner of a Unit encumbered by that Institutional Lender's mortgage.

20.2 Notice Required. The provisions of Section 20.1 and all other provisions of this Declaration, the Articles of Incorporation and By-Laws providing for notice to a mortgagee or requiring the approval of a mortgagee prior to taking certain actions shall be applicable only after the Mortgagee shall have served written notice upon the Association identifying the Units which it owns or upon which it holds a mortgage, identifying such mortgage, and designating the place to which notices are to be given by the Association.

ARTICLE XXI AMENDMENTS TO DECLARATION

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

21.2 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.

21.3 (a) Adoption of Amendment. A resolution for the adoption of a proposed amendment to the Declaration and demand for a vote on the same may be made by either the Board of Directors or by any member of the Association. Except as elsewhere provided herein or in the Act, such amendments may only be adopted upon approval of not less than seventy five percent (75%) of the votes of the entire membership of the Association, provided that members may vote by proxy and provided further that members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the Secretary at or prior to the meeting. Such approvals expressed in writing shall be counted towards a quorum.

(b) No provision of the Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, a notation may be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of declaration. See provision . . . for present text."

21.4 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 liens on such Unit shall join in the execution of the amendment and unless all the record Owners of all other Units and all other holders of first mortgages approve 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.

21.5 Execution and Recording. Except as otherwise provided for in the Declaration, or the Act, a copy of each approved amendment shall be attached to an Association Certificate certifying that the amendment was duly adopted, which certificate shall include the recording data identifying the Declaration. The amendment shall be effective only when such Certificate and copy of the amendment are recorded in the Public Records of the County.

21.6 Exception. The above provisions notwithstanding, if it appears that through a 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% or if it appears that more than 100% 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 a majority of the members of the Board of Directors or a majority of the entire membership of the Association. 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. Amendments made pursuant to this section shall be recorded as set forth in 21.5.

21.7 Secret Ballot. 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.

21.8 Increasing Common Elements. The Common Elements designated by this Declaration may be enlarged by an amendment to the Declaration. Such amendment must describe the interest in the property and must submit the property to the terms of the Declaration. Such amendment must be approved and executed as provided in this Article. Such amendment shall divest 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.

ARTICLE XXII TERMINATION

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

22.2 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.

22.3 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 all institutional mortgagees.

22.4 Certificate. The termination of the Condominium in any manner shall be evidenced by an Association Certificate certifying under oath as to facts effecting the termination, which certificate shall become effective upon being recorded in the Public Records of the County.

22.5 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 **immediatley** prior to the termination.

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

ARTICLE XXIII MISCELLANEOUS

23.1 Execution of Documents. The Developer's plan for the development of the Condominium may require from time to time the execution of certain documents for the County or another governmental bodies or agencies having jurisdiction of the Condominium Property. To the extent that said documents require the joinder of any or all Owners of the Condominium, each Owner does hereby irrevocably nominate and appoint (which nomination and appointment shall be coupled with an interest) the Association or the Developer, or any of their officers individually, as his agent and attorney-in-fact to execute said documents in his name, place and stead.

23.2 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 mail, registered or certified mail with return receipt requested, addressed as follows:

ASSOCIATION	As the Association's address appears on record at the office of the Secretary of the 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 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:

Bays Edge Group, Ltd.
7550 Hinson Street
Orlando, Florida 32818

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

23.3 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.

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

23.5 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.

23.6 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.

23.7 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.

23.8 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.

IN WITNESS WHEREOF, the parties hereto have caused this Declaration of Condominium to be executed the day and year first above written.

Signed, sealed and delivered
in the presence of:

Jerri Brewbaker
Joy Cole

As to Jack P. Moskos

Brita J. Floyd
Brenda J. Simmons

As to Annemarie P. Moskos

BAYS EDGE GROUP, LTD.

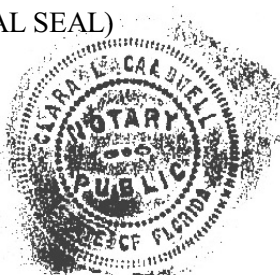
By: Jack P. Moskos (Seal)
Jack P. Moskos

By: Annemarie P. Moskos (Seal)
Annemarie P. Moskos
The above as Tenants by the
Entireties,
General Partner

STATE OF FLORIDA)
) SS.
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 5th day of July, 1985, by JACK P. MOSKOS and ANNEMARIE P. MOSKOS, as tenants by the entireties, a general partner of BAYS EDGE GROUP, LTD., on behalf of the partnership.

(NOTARIAL SEAL)



Clara L. Caldwell
Notary Public
My commission expires: 11-27-'88



I certify from the records of this office that BAYS EDGE GROUP, LTD. is a limited partnership organized under the laws of the State of Florida, filed on May 17, 1982.

The document number of this limited partnership is A12513.

I further certify that said limited partnership has paid all fees due this office through December 31, 1985, and its status is active.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
19th day of June, 1985



George Firestone
Secretary of State

CONSENT OF DR. PHILLIPS, INC.

Dr. Phillips, Inc. hereby grants its consent and approval to the Declaration of Condominium of Bay View Reserve, a Condominium, and further consents to the recording of said Declaration. The consent is given in full and complete compliance with the consents and approvals required under the terms of that certain Warranty Deed, dated June 2, 1982 and recorded in Official Records Book 3285, Page 2004, Public Records of Orange County, Florida.

IN WITNESS WHEREOF, the undersigned has subscribed this Consent this 25th day of June, 1985.

DR. PHILLIPS, INC.

Witness:

Geraldine Rock
Michael C Dressner

By: J. A. Hinson
 President

ATTEST:

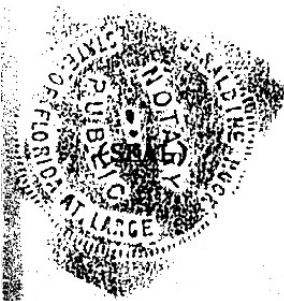
D. L. Baumgardner
 Secretary

(SEAL)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing Consent was acknowledged before me, by J. A. Hinson and D.L. Baumgardner as President and Secretary of Dr. Phillips, Inc., respectively, on this 28th day of June, 1985.



Geraldine Rock
 Notary Public

My Commission Expires

Notary Public State of Florida at Large
 My Commission expires Sept. 22, 1987

CONSENT OF DR. PHILLIPS COMMUNITY ASSOCIATION, INC.

Dr. Phillips Community Association, Inc., a Florida not for profit corporation, on behalf of itself and on behalf of the Architectural Review Board thereof, which has been established by that certain Declaration of Covenants, Conditions and Restrictions of Dr. Phillips Community, dated March 21, 1980, and recorded in Official Records Book 3103, Page 1158, Public Records of Orange County, Florida hereby:

1. Consents to the recording in the Public Records of Orange County, Florida of the Declaration of Condominium of Bay View Reserve, a Condominium;
2. Acknowledges that said Declaration of Condominium complies with all requirements set forth in and imposed by the aforementioned Declaration of Covenants, Conditions and Restrictions of Dr. Phillips Community and the Articles of Incorporation of this Association;
3. Specifically approves the Plot Plan and Floor Plans of said condominium, as set forth as Exhibit C of said Declaration of Condominium.

IN WITNESS WHEREOF, Dr. Phillips Community Association, Inc. has subscribed to this Consent on this 28th day of June, 1985.

DR. PHILLIPS COMMUNITY ASSOCIATION, INC.

WITNESS

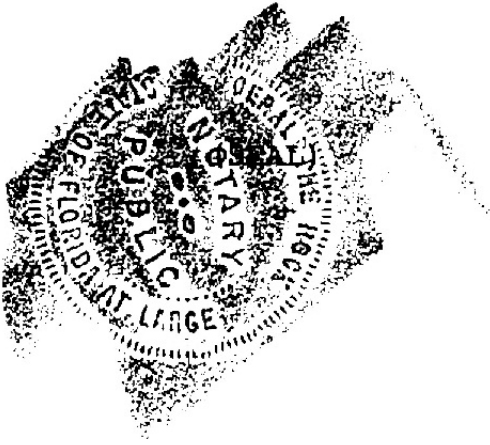
Sheraldine KochMildred C. DresenerBy: J. A. Hinson

Attest:

H. L. BurnettSTATE OF FLORIDA
COUNTY OF ORANGE

The foregoing Consent was acknowledged before me by
J. A. Hinson and H. L. Burnett
 as _____ President and _____ Secretary of the Dr. Phillips

Community Association, Inc. on this 28th day of June, 1985.



Geraldine Rock
Notary Public

My Commission Expires :

Notary Public State of Florida at Large
My Commission expires Sept. 22, 1987

EXHIBIT "A"

LEGAL DESCRIPTION OF BAY VIEW RESERVE, A CONDOMINIUM

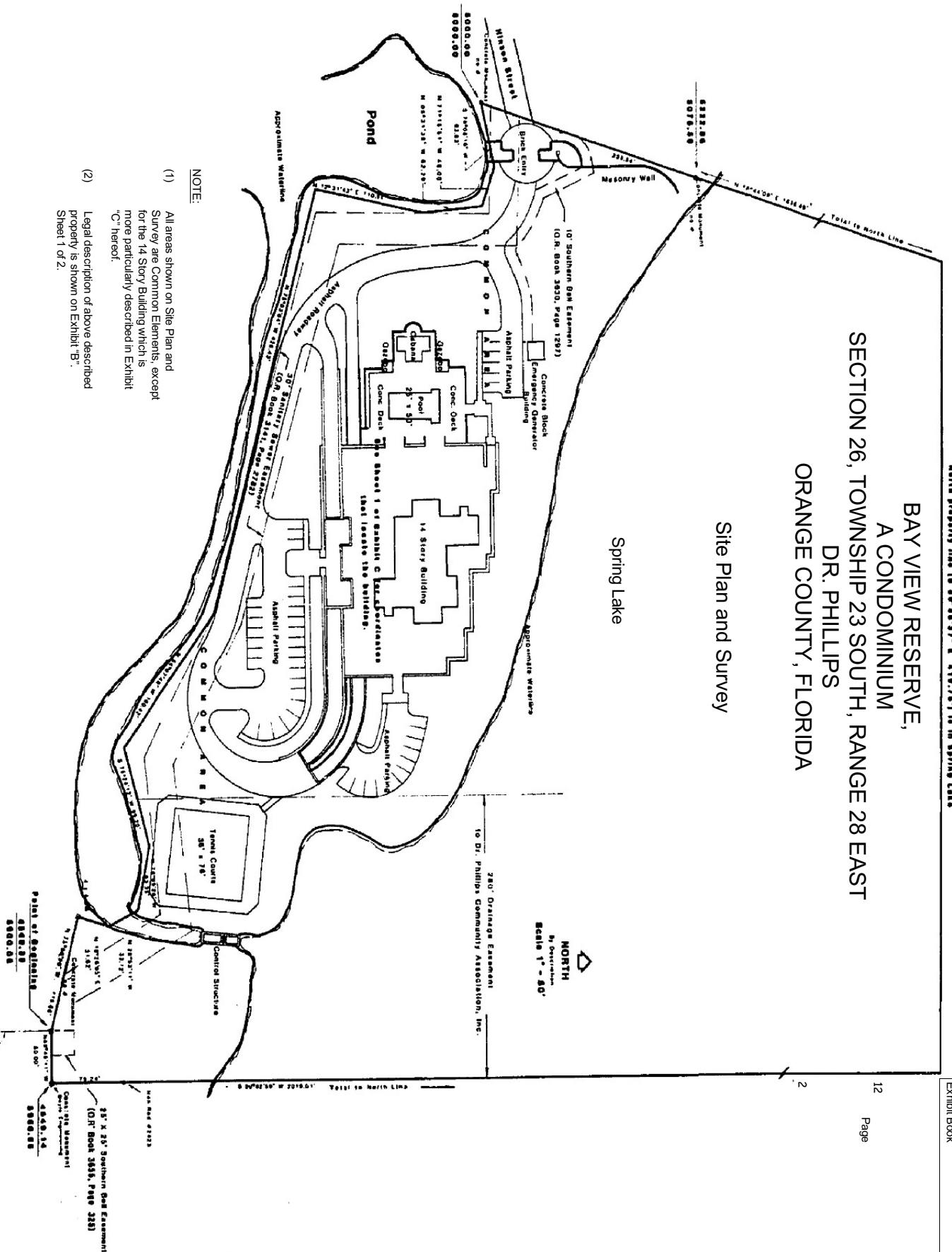
From the Southeast corner of Southwest 1/4 of Section 26, Township 23 South, Range 28 East, Orange County, Florida, run North 00° 02' 59" East along the East line of said Southwest 1/4 a distance of 60.00 feet to the North right of way line of Sand Lake Road, thence North 89° 45' 11" West along said right of way a distance of 50.00 feet, thence North 00° 02' 59" East a distance of 175.00 feet for the Point of Beginning, thence North 75° 00' 30" West a distance of 115.66 feet, thence North 18° 26' 05" East a distance of 31.62 feet, thence North 28° 53' 11" West a distance of 33.12 feet, thence North 78° 09' 28" West a distance of 63.35 feet, thence South 75° 24' 12" West a distance of 99.20 feet, thence North 54° 07' 48" West a distance of 160.42 feet, thence North 75° 03' 04" West a distance of 426.43 feet, thence North 12° 31' 43" East a distance of 110.64 feet, thence North 05° 31' 39" West a distance of 62.29 feet, thence North 71° 15' 51" West a distance of 40.00 feet, thence run South 78° 08' 10" West a distance of 63.83 feet, thence run North 18° 44' 09" East a distance of 1656.46 feet, thence South 89° 55' 37" East a distance of 419.75 feet to a point on the aforesaid East line of Southwest 1/4 of Section 26 which is 400.00 feet South of the Northeast corner of said Southwest 1/4, thence South 00° 02' 59" West along said East line of Southwest 1/4 a distance of 2019.01 feet, thence North 89° 45' 11" West a distance of 50.00 feet, to the Point of Beginning.

Site Plan and Survey

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Condominium

Page 12



NOTE:

- | | |
|-----|---|
| (1) | All areas shown on Site Plan and Survey are Common Elements, except for the 14 Story Building which is more particularly described in Exhibit "C" hereof. |
| (2) | Legal description of above described property is shown on Exhibit "B", Sheet 1 of 2. |

**GLACE, RADCLIFFE &
ASSOCIATES, INC.**
LAND SURVEYING DIV.

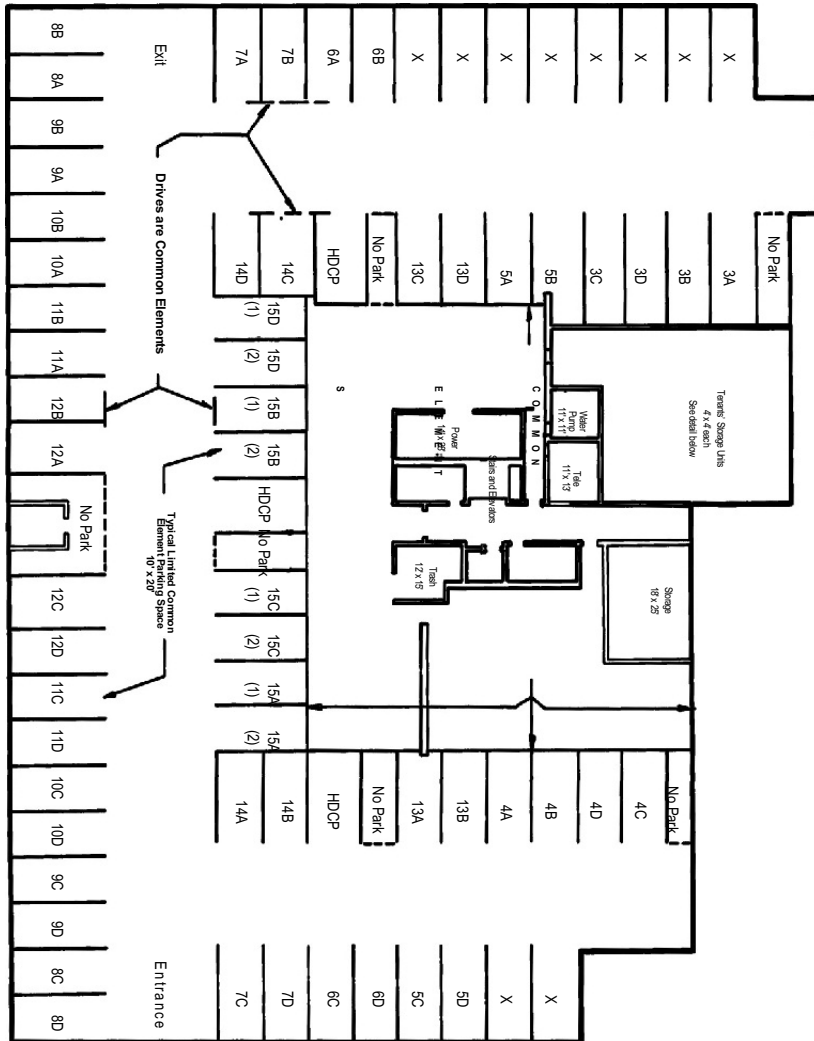
**800 SOUTH ORLANDO AVENUE
MAITLAND, FLORIDA 32751**

BAND LAKE ROAD
Southeast corner of
SW-1/4 of Section 26
EXHIBIT B
Sheet 2 of 2

**BAY VIEW RESERVE,
A CONDOMINIUM
SECTION 26, TOWNSHIP 23 SOUTH, RANGE 28 EAST
DR. PHILLIPS
ORANGE COUNTY, FLORIDA**

12
Page

Condominium
Exhibit Book



**GARAGE LEVEL PLAN
PARKING SPACE LEGEND**

For
Future designation by Bay View
Reserve Condominium Association, Inc.
Typical 12' x 20' Handicap Parking Space
4A
Typical 10' x 20' Parking Space



GLACE RADCLIFFE &
ASSOCIATES, INC.
LAND SURVEYING DIV.

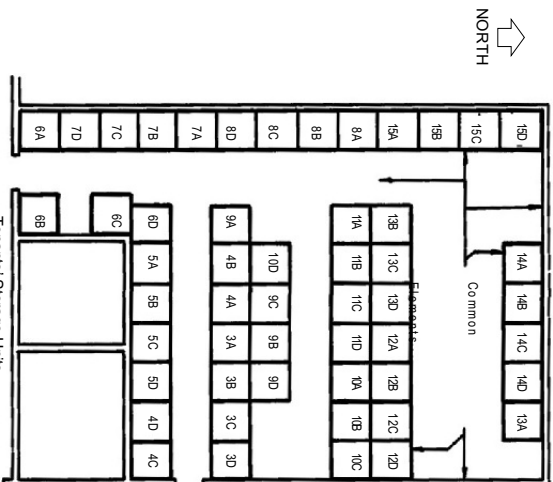
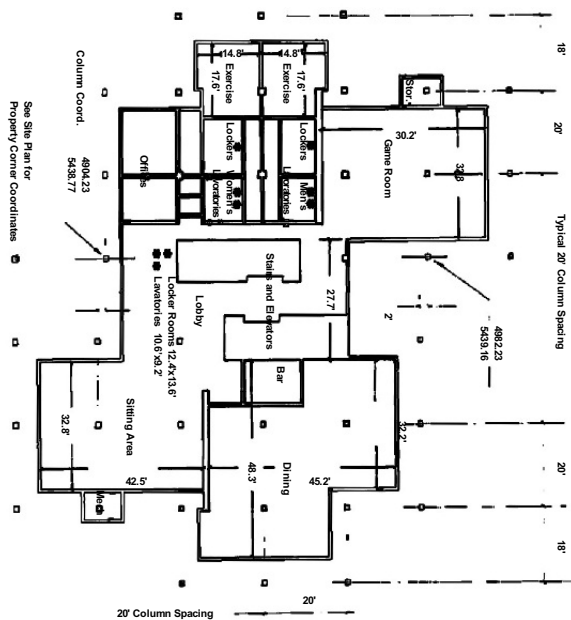
800 SOUTH ORLANDO AVENUE
MAITLAND, FLORIDA 32751

NOTE:

- (1) All improvements on this sheet are Common Elements except for Parking Spaces and Tenant Storage Units.
- (2) All "No Park" and "Handicap Parking Spaces" are Common Elements.
- (3) Parking Spaces designated by Symbol "X" may be assigned to particular units at a later date in accordance with the Declaration.

All improvements on this sheet are Common Elements except for parking spaces and tenant storage lockers.

**LOBBY LEVEL PLAN
All Common Elements**



Tenants' Storage Units
Limited Common Elements

BAY VIEW RESERVE,
A CONDOMINIUM
DR. PHILLIPS
ORANGE COUNTY, FLORIDA

Typical Floor Plans

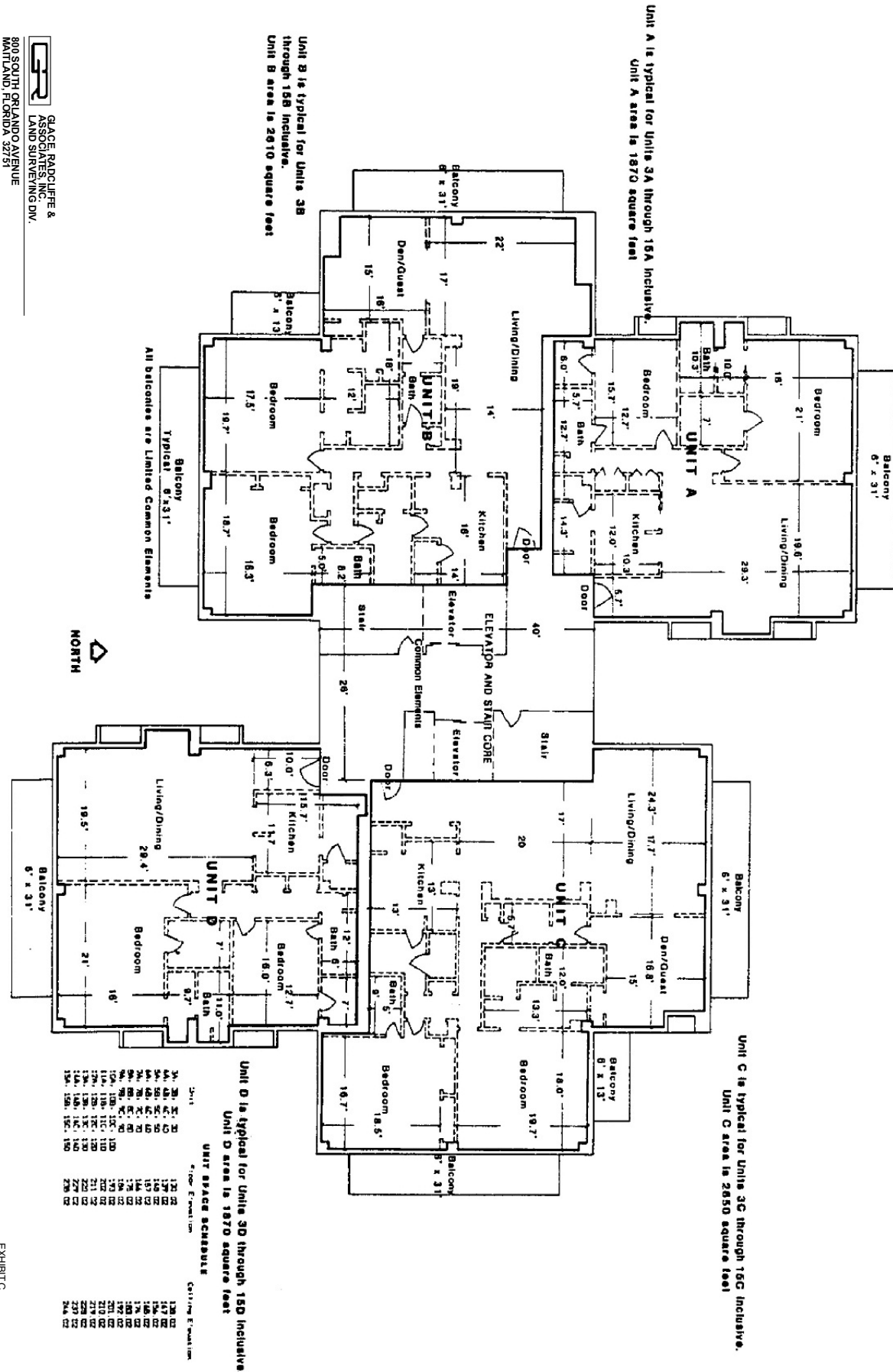


EXHIBIT D

PERCENTAGE OF UNDIVIDED SHARE OF COMMON ELEMENTS
and
APPORTIONMENT OF COMMON EXPENSES

<u>Floor Plan Type</u>	<u>Unit Numbers</u>	<u>Total No. Of Units in Group</u>	<u>Percentage of Undivided Share for Each Unit</u>	<u>Total Percentage Share by Group</u>
A	2A, 3A, 4A, 5A, 6A, 7A, 8A, 9A, 10A, 11A, 12A, 13A, 14A	13	1.5983 %	20.7779 %
B	2B, 3B, 4B, 5B, 6B, 7B, 8B, 9B, 10B, 11B, 12B, 13B, 14B	13	2.2308 %	29.0004 %
C	2C, 3C, 4C, 5C, 6C, 7C, 8C, 9C, 10C, 11C, 12C, 13C, 14C	13	2.2649 %	29.4437 %
D	2D, 3D, 4D, 5D, 6D, 7D, 8D, 9D, 10D, 11D, 12D, 13D	12	1.5983 %	19.1796 %
D	14D	<u>1</u> 52	<u>1.5984</u> %	<u>1.5984</u> % 100.0000 %

The above formula was arrived at by first adding together the total square footage of the 52 Units (117,000 square feet) and by adding together the total square footage of each Unit/Floor Plan Type (i.e., Each Unit/Floor Plan type B contains 2,610 square feet multiplied by 13 units of this type = 33,930 square feet). The total square footage of each type of Unit was then **divided** by the total square footage of all 52 Units (i.e., $33,930 \div 117,000 = .29$). That figure was then divided by the number of that type of unit to arrive at a per unit percentage ownership for each type of unit (i.e., $.29 \div 13 = .022308$). Since total ownership must equal 100%, it was necessary to round the figures off to some degree.



I certify that the attached is a true and correct copy of the Articles of Incorporation of BAY VIEW RESERVE CONDOMINIUM ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on June 26, 1985, as shown by the records of this office.

The charter number of this corporation is N09964.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
27th day of June, 1985



George Firestone
Secretary of State

NO 4464

O.R. 3673 PG 1897

ARTICLES OF INCORPORATION
OF
BAY VIEW RESERVE CONDOMINIUM ASSOCIATION, INC.
A Florida Corporation Not-For-Profit

The undersigned by these Articles associate themselves for the purposes of forming a corporation not for profit under Chapter 617, Florida Statutes, and certify as follows:

ARTICLE I.
NAME

The name of the corporation shall be Bay View Reserve Condominium Association, Inc. For convenience, the corporation shall be referred to in this instrument as the "Association."

ARTICLE II.
TERM

The Association shall have perpetual existence.

ARTICLE III.
PURPOSE

The purpose for which the Association is organized is to provide an entity, which, pursuant to the provisions of Chapter 718, Florida Statutes (hereinafter called the "Act"), shall operate Bay View Reserve, a Condominium, located upon the real property described in Exhibit "A" to the Declaration thereof, which real property is located in Orange County, Florida. In the operation of the condominium, the Association shall do so as agent of the Owners of Units therein.

ARTICLE IV.
POWERS

The powers of the Association shall include and be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit which are not in conflict with the terms of these Articles.

B. The Association shall have all of the powers and duties set forth in the Act, and in the Declaration of Condominium of Bay View Reserve, a Condominium, (the "Declaration") except as limited by these Articles, the By-Laws and the Declaration, and all of the powers and duties reasonably necessary to manage, maintain, operate and administer the Condominium pursuant to the Declaration as presently drafted and as it may be amended from time to time, including, but not limited to, the following:

1. To make and collect assessments against members as Unit Owners to defray the costs, expenses and losses of the condominium;

2. To use the proceeds of assessments in the exercise of its powers and duties;

3. To maintain, repair, replace and operate the condominium property including the right of access to each Unit during reasonable hours as may be necessary for maintenance, repair or replacement of any common elements therein or accessible therefrom, and including the right of access to each Unit at any time as may be necessary to make emergency repairs therein in order to prevent damage to the common elements or to another Unit or Units;

4. To purchase and maintain insurance upon the condominium property and insurance for the protection of the Association and its members as Unit Owners, a copy of the

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STATE
TALLAHASSEE, FLORIDA

insurance policy being available for inspection by Unit Owners at reasonable times;

5. To reconstruct improvements after casualty and the further improvement of the property;

6. To make and amend reasonable rules and regulations respecting the use of the property of the condominium;

7. To approve or disapprove the sale, rental, lease or other transfer of Units by any Unit Owner as provided by the Declaration and the By-Laws of the Association;

8. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the By-Laws and the Rules and Regulations of the Association for use of the property of the condominium.

9. To contract for the management of the condominium and to delegate to such manager all powers and duties of the Association, except such as are specifically required by the Declaration and the Act to have approval of the Board of Directors or the membership of the Association. All such contracts shall comply with the requirements for such contracts as required by the Act;

10. To employ personnel to perform the services required to maintain proper operation of the condominium;

11. To sue or be sued with respect to the exercise or non-exercise of its powers;

12. To buy or lease both real and personal property for condominium use, and to sell or otherwise dispose of property so acquired. Additionally, to acquire memberships, leaseholds rights and other possessory rights.

C. The Association shall have the power to purchase a Unit in the condominium and to hold, lease, mortgage and convey the same.

D. All funds and titles to all properties acquired by the Association and their proceeds shall be held in trust for the members in accordance with the provisions of the Declaration, these Articles, and the By-Laws of the Association.

E. The Association shall make no distribution of income to its members, directors or officers, except as approved by the membership. However, nothing herein shall preclude the Board of Directors from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for the management of the Condominium or for any other service to be supplied by such Director or officer. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties.

F. The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration, these Articles and the By-Laws of the Association.

G. The Association shall have all powers and duties set forth in the Condominium Act and no provision of this Article shall be construed as a limitation on such powers and duties.

ARTICLE V. MEMBERS

A. The members of the Association shall consist of all of the record Owners of Units in the condominium, and after termination of the condominium shall consist of those who are

members at the time of such termination and their successors and assigns.

B. Subject to compliance with the provisions and restrictions set forth in the Declaration relating to the sale, rental, lease or other transfer of Units by a Unit Owner, a change of membership in the Association shall be established by recording in the Public Records of Orange County, Florida, a deed or other instrument establishing a record title to a Unit in the condominium and such other documentation as may be required by the Declaration. The owner designated by such instrument thus becomes a member of the Association and the membership of the former owner is terminated, subject to the aforementioned provisions and restrictions relating to the transfer of Units.

C. The membership herein and 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.

D. Each Unit shall have one (1) vote in all elections of the Association to be exercised by the record owner or owners thereof. The manner of exercising voting rights shall be determined by the By-Laws of the Association.

ARTICLE VI. DIRECTORS

A. The affairs and property of the Association shall be administered by a Board consisting of the number of directors fixed by the By-Laws, but not less than three (3) nor more than seven (7) directors. The Directors appointed by the Developer need not be members of the Association. All other directors shall be members.

B. All of the duties and powers of the Association existing under the Act, Declaration, these Articles and the By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit Owners and/or the Developer when such approval is specifically required by the Declaration, these Articles or the By-Laws.

C. The Directors of the Association shall be elected at the annual meeting of the members in the manner specified in the By-Laws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the By-Laws.

D. 1. Except as otherwise herein provided, until such time as the Developer shall have sold and titled out 15% of all Units that will be ultimately operated by the Association (hereinafter "all units") the Board of Directors of the Association shall consist of the present Board of Directors consisting of three persons named in Article VI, Section D of these Articles of Incorporation, subject to the Developer's right to remove and replace one or more thereof.

2. When Unit owners other than the Developer own fifteen percent (15%) or more of the Units in a condominium that will be operated ultimately by an Association, the Unit owners other than the Developer are entitled to elect no less than one-third (1/3) of the members of the Board of Directors. Unit owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors of an Association:

a. Three years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

b. Three months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

c. When all the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business, or

d. When some of the Units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business at least five percent (5%) of the units. Notwithstanding 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.

3. Within sixty (60) days after the Unit owners other than the Developer are entitled to elect a member or members of the Board of Directors, the Association shall call, and give not less than thirty (30) days' or more than forty (40) days' notice of, a meeting of the Unit owners to elect such members of the Board of Directors.

4. Prior to, or not more than sixty (60) days after, the time that Unit owners other than the Developer elect a majority of the members of the Board of Directors, 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.

5. Whenever Developer shall be entitled to designate any person or persons to serve on the Board of Directors, such designation shall be made in writing, and Developer shall have the right to remove any person or persons so designated by it and to replace such 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 in behalf of the Developer and shall become effective upon delivery to the Secretary of the Association.

D. The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Jack P. Moskos	7550 Hinson Street Orlando, Florida 32818
Annemarie P. Moskos	7550 Hinson Street Orlando, Florida 32818
James A. Hartman	7550 Hinson Street Orlando, Florida 32818

ARTICLE VII. OFFICERS

The affairs of the Association shall be managed by the officers designated in the By-Laws. No member, except as an officer of the Association, shall have any authority to act for the Association. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of

the members of the Association, and they shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve initially until their successors are designated by the Board of Directors are as follows:

President/Treasurer	–	Jack P. Moskos
Vice President/Secretary	–	Annemarie P. Moskos

ARTICLE VIII. INDEMNIFICATION

The Association shall indemnify any person who was or is a party or threatened to be made a party to any threatened, pending or contemplated action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he is or was a director, employee, officer or agent of the Association, against expenses (including attorneys' fees and appellate attorneys' fees), judgments, fines and amounts paid in settlement as long as actually and reasonably incurred by him in connection with such action, suit or proceeding, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable for gross negligence or misfeasance or malfeasance in the performance of his duty to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

ARTICLE IX. BY-LAWS

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

ARTICLE X. AMENDMENT OF ARTICLES

A. Amendments to these Articles of Incorporation shall be proposed and adopted in the following manner:

1. The Board of Directors, shall adopt a resolution setting forth the proposed amendment and, directing that it be submitted to a vote at a meeting of Unit Owners, which may be either the annual or special meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each member of record entitled to vote thereon

not less than ten (10) nor more than sixty (60) days before the date of the meeting, either personally or by first-class mail, by or at the direction of the President, Secretary, or officer or other authorized persons calling the meeting. If the meeting is an annual meeting, the proposed amendment or such summary may be included in the notice of such annual meeting.

3. At such meeting, a vote of the members entitled to vote thereon shall be taken on the proposed amendment. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of the Unit Owners entitled to vote thereon;

B. If all of the Directors, and all of the Unit Owners eligible to vote sign a written statement manifesting their intention that an amendment to the Articles of Incorporation be adopted, then the amendment shall thereby be adopted as though subsection (1) had been satisfied.

C. The Developer, during the time it is in control of the Board of Directors, may amend the Articles of Incorporation of the Association to correct an omission or error, or effect any other amendment, except that this procedure for amendment cannot be used if such an amendment would, in the reasonable opinion of the Developer, materially adversely affect substantial property rights of Unit Owners, unless the affected Unit Owners consent in writing. The execution and recording or filing, as applicable, of any amendment by the Developer pursuant hereto shall be conclusive evidence that the amendment does not materially adversely affect substantial property rights of the Unit Owners who did not join in or consent to such execution, and any such amendment shall be effective as provided below unless subsequently rescinded.

D. The foregoing requirements as to meetings shall not be construed, however, to prevent the Unit Owners from waiving notice of meetings.

E. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting.

F. The Articles of Amendment shall be executed by the Association or its President or a Vice President and by its Secretary or Assistant Secretary and acknowledged by one of the officers signing such Articles and shall set forth:

1. The name of the corporation.
2. The amendments so adopted.
3. The date of the adoption of the amendments by the members or by the Board of Directors, when no members have been admitted.

The Articles of Amendment shall be delivered to the Department of State and be recorded in the Official Records of Orange County, Florida.

ARTICLE XI. REGISTERED AGENT

The street address of the initial registered office of this Association is 7550 Hinson Street, Orlando, Florida 32818 and the name of the initial registered agent of this Association at that address is James A. Hartman.

ARTICLE XII.
INCORPORATORS

The name and address of the incorporator of these Articles of Incorporation is:

Jack P. Moskos

7550 Hinson Street
Orlando, Florida 32818

IN WITNESS WHEREOF, the incorporator, being the undersigned person, has hereunto affixed his signature this 14th day of June, 1985.

Signed, sealed and delivered
in the presence of:

James A. Hartman
Lee A. Pacion

Jack P. Moskos
JACK P. MOSKOS, Incorporator

STATE OF FLORIDA
COUNTY OF ORANGE

BEFORE ME, the undersigned Notary Public, personally appeared JACK P. MOSKOS, known to me to be the individual described in and who executed the foregoing Articles of Incorporation, and he acknowledged that he subscribed the said instrument for the uses and purposes set forth therein.

WITNESS my hand and seal in the County and State aforesaid this 14th day of June, 1985.

Lee A. Pacion
Notary Public

(NOTARIAL SEAL)

My commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 22, 1986
BONDED THROUGH MUROSKI-ASHTON, INC

ACCEPTANCE OF THE REGISTERED AGENT

I, James A. Hartman, hereby consent to be the Registered Agent for Bay View Reserve Condominium Association, Inc. as provided in Article XI above.

James A. Hartman
James A. Hartman

EXHIBIT F

BY-LAWS

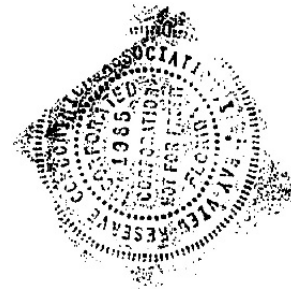
BAY VIEW RESERVE CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the By-Laws of Bay View Reserve Condominium Association, Inc., (hereinafter called the "Association"), a corporation not-for-profit under the laws of the State of Florida. The Articles of Incorporation of the Association were filed in the office of the Secretary of State on June 26, 1985. The Association has been organized for the purpose of administering a condominium pursuant to Chapter 718, Florida Statutes, (hereinafter called the "Act"), and Chapter 617, Florida Statutes, which condominium is identified by the name Bay View Reserve, a Condominium, and is located upon the lands in Orange County, Florida (hereinafter called the "County") as described on Exhibit "A" attached to the Declaration thereof.

1.1 The office of the Association shall be designated from time to time by the Board of Directors.

1.2 The Fiscal Year of the Association shall be the calendar year.

1.3 The seal of the corporation shall bear the name of the corporation, the word "Florida," the words "Corporation not for Profit" and the year of incorporation, an impression of which is as follows:



2. Members.

2.1 Roster of Members. The Association shall maintain a roster of the names and mailing addresses of Unit owners, which shall constitute a roster of members. The roster shall be maintained from evidence of ownership furnished to the Association from time to time to substantiate the holding of a membership and from changes of mailing addresses furnished from time to time.

2.2 Annual Meeting. The annual members' meeting shall be held on the date, at the place in the County, and at the time determined by the President and a majority of the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year, and to the extent possible, no later than twelve (12) months after the preceding annual meeting. The purpose of the meeting shall be to elect directors and to transact any other business authorized to be transacted by the members.

2.3 Special Meetings. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors, and must be called by the President or the Secretary on receipt of a written request from at least ten percent (10%) of the members of the Association entitled to vote at the meeting. Requests for a meeting by the members shall state the purpose for the meeting and business conducted at any special meeting shall be limited to the matters stated in the notice for it. The provisions of this section, as applicable, shall be modified by the provisions of F.S. 718.112(2)(f), concerning budget meetings; F.S. 718.112(2)(g), concerning recall; F.S. 718.112(2)(k),

concerning budget reserves; and F.S. 718.301(1) and (2), concerning election of directors by Unit Owners other than the Developer.

2.4 Notice of Annual Meeting. Notice of the annual meeting of members stating the time and place and the objects for which the meeting is called shall be given by the Board of Directors. A copy of the notice shall be posted at a conspicuous place on the condominium property and a copy shall be delivered or mailed to each member entitled to attend the meeting, except members who waive the notice in writing. The delivery or mailing shall be to the address of the member as it appears on the roster of members. The posting, and delivery or mailing of the notice shall be effected at least fourteen (14) days prior to the date of the meeting. Notice of a meeting may be waived before or after the meeting. Unless a Unit owner waives in writing the right to receive notice of the annual meeting by mail, the notice of the annual meeting shall be sent by mail to each Unit owner. An officer of the Association shall provide an affidavit, to be included in the official records of the Association, affirming that notice of the Association meeting was mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit owners may waive notice of specific meetings and may take action by written agreement without meeting.

2.5 Notice of Special Meetings, Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these By-Laws and the Articles of Incorporation, notice of special meetings, generally, shall be in writing, shall state the place, day and hour of the meeting and the purpose or purposes for which the meeting is called. The notice shall be delivered to each member entitled to vote at the meeting not less than ten (10) or more than sixty (60) days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the officer or persons calling the meeting. If mailed, the notice shall be deemed to be delivered when deposited in the United States mail addressed to the member at his address as it appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.6 Quorum. A quorum at members' meetings shall consist of persons entitled to cast one-third (1/3) of the votes of the entire membership. The acts approved by a majority of the votes cast at a meeting at which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Act, the Declaration, the Articles of Incorporation or these By-Laws.

2.7 Voting.

a. In any meeting of members, the Owner of each Unit shall be entitled to cast one vote for each Unit he owns.

b. If a Unit is owned by one person, his right to vote shall be established by the roster of members. If a Unit is owned by more than one person, or is under lease, the person entitled to cast the vote for the Unit shall be designated by a Certificate signed by all of the record owners of the Unit according to the roster of Unit owners and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a Certificate signed by the President or a Vice President of the corporation and filed with the Secretary of the Association. Those Certificates shall be valid until revoked or until superseded by a subsequent Certificate or until an approved change in the ownership of the Unit concerned. A Certificate designating the person entitled to cast the vote for a Unit may be revoked by any owner of a share in the Unit.

2.8 Proxies. Votes may be cast in person or by proxy. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. Every proxy shall be revocable at any time at the pleasure of the Unit owner executing it. A proxy must be filed with the Secretary before the appointed time of the meeting, or before the time to which the meeting is adjourned. A proxy holder must be a member of the Association.

2.9 Adjourned Meetings. If any meeting of members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present. When an adjourned meeting is later reconvened and a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

2.10 Order of Business. The order of business at annual members' meetings, and as far as practical, at other members' meetings shall be:

- a. Call to order by President;
- b. Election of chairman of the meeting;
- c. Calling of the roll and certifying of proxies;
- d. Proof of notice of meeting or waiver of notice;
- e. Approval of the minutes of the last meeting;
- f. Reports of officers and directors;
- g. Reports of committees;
- h. Election of inspectors of election;
- i. Determination of number of directors;
- j. Election of directors;
- k. Unfinished business;
- l. New business;
- m. Adjournment.

2.11 Minutes. Minutes of all meetings shall be kept in a book available for inspection by the Developer, Unit Owners or their authorized representatives, mortgagees of Unit Owners, and Board members at any reasonable time. These minutes shall be retained for a period of not less than seven (7) years.

2.12 Action Without A Meeting. Anything to the contrary herein notwithstanding, to the extent lawful, any action required to be taken at any annual or special meeting of members, or any action which may be taken at any annual or special meeting of such members, may be taken without a meeting, without prior notice and without a vote if a consent in writing, setting forth the action so taken, shall be signed by the members (or persons authorized to cast the vote of any such member as elsewhere herein set forth) having not less than the minimum number of votes that would be necessary to attain a quorum, or, with respect to

certain matters where a higher percentage of members are required, such number of votes that would be necessary to approve such matters. Within ten (10) days after obtaining such authorization by written consent, notice must be given to members who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

2.13 Proviso. Provided, however, that until a majority of the directors of the Association are elected by the members other than the Developer of the condominium, the proceedings of all meetings of members of the Association shall have no effect unless approved by the Board of Directors.

3. Directors.

3.1 Membership. The affairs of the Association shall be managed by a board of not less than three (3) nor more than seven (7) directors, the exact number to be determined at the time of election; however the initial board shall consist of three (3) directors appointed by the Developer.

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

a. Election of Directors. Except as to vacancies created by removal of Directors by members or resignation of a Director or Directors, the election of directors shall be held at the annual members' meeting.

b. Nominating Committee. A nominating committee of three (3) members shall be appointed by the Board of Directors not less than thirty (30) days prior to the annual members' meeting. The committee shall nominate one person for each director then serving. Nominations for additional directorships created at the meeting shall be made from the floor. Other nominations may also be made from the floor.

c. Manner of Voting. The election shall be by ballot (unless dispensed with by unanimous consent) and by a plurality of the votes cast, each member voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

d. Vacancies. Any Director may resign at any time by mailing or personally delivering written notice of resignation to the Association, addressed to the secretary. The resignation shall be effective immediately, unless it provides otherwise. Vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, though less than a quorum. Any Director elected to fill such a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

3.3 Recall of Board Members. Any member of the Board of Directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all the Unit Owners. A special meeting of the unit owners to recall a member or members of the Board of Directors may be called by 10 percent of the Unit Owners giving notice of the meeting as required for a meeting of Unit Owners, and the notice shall state the purpose of the meeting.

a. If the recall is approved by a majority vote of all Unit Owners present and voting at a meeting, the recall will be effective immediately, and the recalled member or members of the Board of Directors shall turn over to the Board any and all records of the association in their possession within 72 hours after the meeting.

b. If the proposed recall is by an agreement in writing by a majority of all Unit Owners, the agreement in writing shall be served on the Association by certified mail.

The Board of Directors shall call a meeting of the Board within 72 hours after receipt of the agreement in writing and shall either (i) certify the written agreement to recall a member or members, in which case the member or members shall be recalled effective immediately and shall turn over to the Board within 72 hours any and all records of the Association in their possession, or (ii) proceed as described in subparagraph c.

c. If the Board determines not to certify the written agreement to recall a member or members of the Board, or if the recall by a vote at a meeting is disputed, the Board shall, within 72 hours, file with the Division a petition for binding arbitration pursuant to the procedures in Fla. Stat. 718.1255. For the purposes of this section, the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party under the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board, the recall will be effective upon service of the final order of arbitration upon the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Fla. Stat. 718.501. Any member or members so recalled shall deliver to the Board any and all records of the Association in their possession within 72 hours of the effective date of the recall.

d. Provided, however, neither the first directors of the Association nor any directors replacing them nor any directors named by the Developer shall be subject to removal by members other than the Developer. The first directors and directors replacing them may be removed by the Developer.

3.4 Staggered Terms. Commencing with the first annual meeting after such time that the Unit Owners are entitled to elect a majority of the board, the director who receives the most votes shall serve a three year term, the director who receives the next highest vote total shall serve a two year term, and the director receiving the least amount of votes shall serve a one year term. Thereafter, all directors shall serve three year terms. A director shall serve until his successor is duly elected or qualified, or until he is removed in the manner elsewhere provided.

3.5 Organizational Meeting. The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected, and no further notice of the organization meeting shall be necessary.

3.6 Regular Meetings. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, and shall be transmitted at least three (3) days prior to the meeting. A notice of regular meetings shall be posted conspicuously on the condominium property 48 hours in advance for the attention of members of the Association, except in an emergency.

3.7 Special Meetings. Special meetings of the directors may be called by the President, and must be called by the Secretary at the written request of one-third (1/3) of the directors. Notice of the meeting shall be given personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting, and shall be transmitted not less than three days prior to the meeting. Notice of a special meeting shall be posted conspicuously on the condominium property 48 hours in advance for the attention of members of the Association, except in an emergency.

3.8 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and that waiver shall be deemed equivalent to the giving of notice.

3.9 Quorum.

(a) A quorum at a directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors, except when approval by a greater number of directors is required by the Act, the Declaration, the Articles of Incorporation or these By-Laws.

(b) A director of the Association who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting in respect thereto because of an asserted conflict of interest.

3.10 Adjourned Meetings. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. When an adjourned meeting is later reconvened, and a quorum is present, any business that might have been transacted at the meeting as originally called may be transacted without further notice.

3.11 Joinder in Meeting by Approval of Minutes. A member of the Board of Directors may join by written concurrence in any action taken at a meeting of the Board, but such concurrence shall not be used for the purposes of creating a quorum.

3.12 Action Without a Meeting. Anything to the contrary herein notwithstanding, and to the extent lawful, any action required to be taken at a meeting of the Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing setting forth the action so to be taken signed by all of the Directors, is filed in the minutes of the proceedings of the Board. Such consent shall have the same effect as a unanimous vote. No prior notice of such intended action shall be required to be given to the Directors or to the Unit Owners. Notice of the taking of such action pursuant hereto shall, however, be posted conspicuously on the Condominium Property for the attention of the Owners after such action shall have been effected. Such notice shall fairly summarize the material features of the action so taken.

3.13 Presiding Officer. The presiding officer of directors' meetings shall be the President. In the absence of the President, the Vice-President shall preside.

3.14 Order of Business. The Order of Business at directors' meetings shall be:

- a. Calling of roll;
- b. Proof of due notice of meeting;
- c. Approval of the minutes of the last meeting;
- d. Reports of officers and committees;
- e. Election of officers;
- f. Unfinished business;
- g. New business;
- h. Adjournment.

3.15 Open Meetings. All meetings of the Board of Directors shall be open to all Unit owners.

3.16 Notice of Assessments. Notice of any meeting where assessments against Unit owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

3.17 Minutes. Minutes of all meetings shall be kept in a book available for inspection by the Developer, Unit Owners or their authorized representatives, mortgagees of Unit Owners, and board members at any reasonable time. These minutes shall be retained for a period of not less than seven (7) years.

4. Rules and Regulations.

4.1 Board May Adopt. The Board of Directors may adopt and amend, from time to time, reasonable rules and regulations governing the details of the use and operation of the common elements, common areas and recreational facilities serving the condominium.

4.2 Posting and Furnishing Copies. A copy of the rules and regulations adopted from time to time by the Board of Directors, and any amendments to existing rules and regulations, shall be posted in a conspicuous place on the Condominium Property and a copy furnished to each Unit Owner. No rule, regulation or amendment shall become effective until thirty (30) days after posting, except in the case of an emergency, in which case the rule, regulation or amendment shall become effective immediately on posting.

4.3 Limitations on Authority. The Board of Directors may not unreasonably restrict any Unit Owner's right to peaceably assemble or right to invite public officers or candidates for public office to appear and speak in common elements, common areas and recreational facilities. The Board may not deny any resident of the Condominium, whether tenant or Owner, access to any available franchised or licensed cable television service or exact a charge or anything of value in excess of charges normally paid for like services by residents of single-family homes within the same franchise or license area.

4.4 Reasonableness Test. Any rule or regulation created and imposed by the Board of Directors must be reasonably related to the promotion of the health, happiness and peace of mind of the Unit Owners and uniformly applied and enforced.

5. Fines. In addition to the means for enforcement provided elsewhere herein, the Association shall have the right to assess fines against a Unit Owner or its guest, relatives or lessees, in the manner provided herein.

5.1 The Board of Directors shall appoint a Covenants Enforcement Committee which shall be charged with determining where there is probable cause that any of the provisions of the Declaration, the Articles of Incorporation, these By-Laws, and the Rules and Regulations of the Association, regarding the use of Units, Common Elements, or Association property, are being or have been violated. In the event that the Covenants Enforcement Committee determines an instance of such probable cause, it shall report same to the Board of Directors. The Board of Directors shall thereupon provide written notice to the person alleged to be in violation, and the Owner of the Unit which that person occupies if that person is not the Owner, of the specific nature of the alleged violation and of the opportunity for a hearing before the Board of Directors upon a request made within ten (10) days of the sending of the notice. The notice shall also specify, and it is hereby provided, that each reoccurrence of the alleged violation or each day during which it continues shall be

deemed a separate offense, subject to a separate fine not to exceed Fifty Dollars (\$50.00) for each offense.

5.2 If a hearing is timely requested, the Board of Directors shall hold same, and shall hear any defense to the charges of the Covenants Enforcement Committee, including any witnesses that the alleged violator, the Unit Owner, or the Covenants Enforcement Committee may produce. Any party at the hearing may be represented by counsel.

5.3 Subsequent to any hearing, or if no hearing is timely requested, the Board of Directors shall determine whether there is sufficient evidence of a violation or violations as provided herein. If the Board of Directors determines that there is sufficient evidence, it may levy a fine for each violation in the amount provided herein.

5.4 A fine pursuant to this section shall be assessed against the Unit which the violator occupied at the time of the violation, whether or not the violator is an Owner of that Unit. Nothing herein shall be construed to interfere with any right that a Unit Owner may have to obtain from a violator occupying his Unit payment in the amount of any fine or fines assessed against that Unit.

5.5 Nothing shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Associations documents, including but not limited to legal action for damages or injunctive relief.

6. Powers and Duties of the Board of Directors. All of the powers and duties of the Association existing under the Act, Declaration, Articles of Incorporation and these By-Laws shall be exercised exclusively by the Board of Directors, its agents, contractors or employees, subject only to approval by Unit owners when such approval is specifically required by the Declaration, the Articles of Incorporation, or these By-Laws.

7. Officers.

7.1 Executive Officers. The executive officers of the Association shall be a President, a Vice President, a Treasurer, a Secretary and an Assistant Secretary, all of whom shall be directors and shall be elected annually by the Board of Directors and who may be peremptorily removed at any meeting by concurrence of a majority of all of the directors. A person may hold more than one office, except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect such other officers and designate their powers and duties as the board shall find to be required to manage the affairs of the Association.

7.2 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of President of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association, as he in his discretion may determine appropriate.

7.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as shall be prescribed by the directors.

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

7.5 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

7.6 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall keep books of account for the Association in accordance with good accounting practices, which, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. He shall submit a Treasurer's report to the Board of Directors for examination at reasonable intervals and shall perform all other duties incident to the office of Treasurer.

7.7 Compensation of Employees. The compensation of all employees of the Association shall be fixed by the directors. However, the Board of Directors may employ a director as an employee of the Association and may contract with a director for the management of the condominium in a manner consistent with Article IV, Section E of the Articles of Incorporation.

8. Budget. On or before December 20th of each year, the Board of Directors shall adopt a budget for the next calendar year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for the Association. The Budget may be adopted by the Board of Directors without the approval of the Unit Owners, except as otherwise provided in the Declaration, Articles, these By-Laws, and the Act.

8.1 Items. The budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expenses classifications, including, if applicable, but not limited to the following:

1. Association Expenses Collectible by Assessments
 - A. Administration of the Association
 1. Licenses/Fees/Taxes
 2. Bookkeeping/Clerical
 3. Postage/Supplies
 - B. Management Fees
 - C. Maintenance
 1. Building maintenance
 2. Lawn landscaping maintenance
 3. Swimming pool maintenance
 4. Elevator Maintenance
 - D. Rent for Recreational and Other Commonly Used Facilities
 - E. Taxes Upon Association Property

- F. Taxes Upon Leased Areas
 - G. Insurance
 - H. Security Provisions (Security Guards)
 - I. Other Expenses
 - 1. Electricity
 - 2. Waste and Trash
 - 3. Water and Sewer
 - 4. Pest control
 - 5. Cable TV
 - 6. Legal
 - 7. Miscellaneous
 - J. Operating Capital
 - K. Reserves Required by Florida Statute
 - 1. Roof Replacement
 - 2. Building Painting
 - 3. Pavement Resurfacing
 - L. Fees Payable to the Division of Condominiums
 - M. Miscellaneous Operating Expenses
2. Unit Owners' Expenses Payable to Persons Other than the Association
-
- A. Rent for the Unit subject to a lease
 - B. Rent payable to Lessor or Agent under Recreational or other Lease for Use of Commonly Used Facilities

In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated life and estimated replacement cost of each reserve item. This subsection shall not apply to budgets in which the members of the Association have by a vote of the majority of the members present at a duly called meeting of the Association determined for a fiscal year to provide for no reserves or for reserves which the members deem to be less adequate than required by this subsection. If a meeting of the Unit Owners has been called to determine to provide no reserves or less than adequate than required, and such a result is not obtained, the reserves included in the budget shall go into effect.

The Budget shall not include assessments and other charges which may be separately imposed by the Dr. Phillips Community Association, Inc. Any such assessments and charges shall be the sole responsibility of the Unit Owner to be paid directly to the Dr. Phillips Community Association, Inc. and shall not be the responsibility of this Association which shall have no liability for such assessments except to the extent that they may be imposed upon the Common Elements of the Condominium.

8.2 Adoption. A copy of a proposed annual budget of common expenses shall be mailed to the Unit Owners not less than Fourteen (14) days prior to the meeting of the Board of Directors at which the budget will be considered, together with a notice of that meeting. The Unit Owners shall be given written notice of the time and place of the meeting of the Board of Directors which will consider the budget, and such meeting shall be open to the

Unit Owners. If a budget is adopted by the Board of Directors which requires assessment against the Unit Owners in any fiscal year or calendar year exceeding one hundred fifteen percent (115%) of such assessments for the preceding year, the Board, upon written application of ten percent (10%) of the Unit Owners to the Board, shall call a special meeting of the Unit Owners within thirty (30) days, upon not less than ten (10) days' written notice to each Unit Owner. At the special meeting Unit Owners shall consider and enact a budget. The Budget considered at said meeting of the Unit Owners shall be adopted by a majority of votes of all Unit Owners. However, the Board of Directors may, in its discretion, propose a budget to the Unit Owners at a meeting of members or by writing, and if such budget or proposed budget is approved by the Unit Owners at the meeting, or by a majority of their whole number by a writing, such budget shall be adopted and may not thereafter be reexamined by the Unit Owners in the manner hereinabove set forth. However, if a meeting of the Unit Owners has been called and a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. Notwithstanding the foregoing, however, so long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than one hundred fifteen percent (115%) of the prior fiscal year or calendar years assessment without approval of a majority vote of the Unit Owners.

8.3 Assessments. Assessments against the Unit for its share of the items of the budget shall be made by the Board of Directors in an amount no less than that required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The amount required from each Unit to meet the annual budget shall be divided into twelve equal assessments, one of which shall be due on the first day of each calendar month of the year for which the assessments shall be due. The amount due under each monthly assessment shall be presumed to have been made in the amount of the last prior monthly assessment, and assessments in this amount shall be due on the first day of each calendar month until changed by an amended assessment. In the event a monthly assessment shall be insufficient in the judgment of the Board of Directors to provide funds for the anticipated current expense for the ensuing month and for all of the unpaid operating expenses previously incurred, the Board of Directors shall amend the budget and shall make amended monthly assessments for the balance of the year in sufficient amount to meet these expenses for the year; provided, however, that any amount of the amended budget that exceeds the limit upon increases for that year shall be subject to the approval of membership of the Association as previously required in these By-Laws or the Act.

8.4 Assessments for Emergencies. Assessments for common expenses in emergencies which cannot be paid from the annual assessments for common expenses may be adopted and approved in the following manner:

(a) At a duly noticed Special meeting of the Association by a majority vote of all the Unit Owners; or

(b) By written approval of a majority of the Unit Owners after written notice of the need for such emergency assessment.

Any such emergency assessments may be considered by the Association only upon the recommendation of a majority of the Board of Directors, or upon the written demand of two-thirds of the Unit Owners. The specific purpose of any special assessment shall be set forth in a written notice of such assessment to be sent or delivered to each Unit Owner. The funds so collected shall only be used for the stated purpose, however any excess

funds remaining upon completion of the purpose shall be considered Common Surplus. Upon the approval of any such emergency assessment in the manner above provided, such assessment shall be due in full by each Unit Owner thirty (30) days after approval or at such later date as may be set forth in the action approving the emergency assessment.

8.5 Depository. The depository of the Association shall be such bank or banks as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from those accounts shall be only by checks signed by such persons as are authorized by the directors.

8.6 Accounting Records. 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 mailed or delivered on or before April 1 of each year to Unit Owners or their authorized representatives. Failure to permit inspection of the Association's accounting records by Unit Owners or their authorized representatives entitle any person prevailing in an enforcement action to recover reasonable attorneys' fees from the person in control of the books and records who, directly or indirectly, knowingly denies access to the books and records for inspection. The records shall include, but are not limited to:

- a. A record of all receipts and expenitures.
- b. An account for each Unit designating the name and current 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.
- c. All other records required to be maintained pursuant to the terms of Section 718.111.

8.7 At the same time that the written summary as provided in paragraph 8.6 above is supplied to the Unit Owners, the Board of Directors shall mail or funish 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 oif receipts by accounts and receipt clawsifications and shall show the amounts of expesnes by accounts and expense classifications including, if applicable, but not limited to the following:

- a. Cost for security
- b. Professional and management fees and expenses
- c. Taxes
- d. Cost for recreation facilities
- e. Expenses for refuse collection and utility service
- f. Expenses for lawn care
- g. Cost for building maintenance and repair
- h. Insurance costs
- i. Administrative and salary expenses; and
- j. General reserves, maintenance reserves, and depreciation reserves.

8.8 Fidelity Bonds. Fidelity bonds shall be required by the Board of Directors from all person who control, handle or disburse funds of the Association. The amount of those bonds and the sureties shall be determined by the Board of Directors but in no event shall be less than \$10,000 per director. If the Board fails to set an amount, the bonds shall be set at \$10,000.00 The Association shall bear the cost of the bonds required by this provision.

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

10. Amendments. Except as elsewhere provided otherwise, these By-Laws may be amended in the following manner:

10.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Notice shall be given in the form and manner as provided for herein.

10.2 Resolution. A resolution for the adoption of a proposed amendment and a demand for a vote on the same may be made by either the Board of Directors or by a member of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing that approval is delivered to the Secretary or Assistant Secretary at or prior to the meeting. Except as elsewhere provided, the approval must be by a majority vote of the Unit Owners.

10.3 No By-Law shall be revised or amended by reference to its title or number only. Proposals to amend existing By-Laws shall contain the full context of the By-Laws to be amended; new words shall be inserted in the text underlined and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicators of words added or deleted, but instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of By-Law. See By-Law . . . for present text." Nonmaterial errors or omissions in the By-Law process shall not invalidate an otherwise properly promulgated amendment.

10.4 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the By-Laws, which certificate shall be executed by the officers of the Association with the formalities of a deed. Each amendment shall include a reference to the first page of the book and page of the Official Records Book of the County where the Declaration is recorded. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of Orange County, Florida.

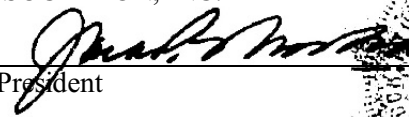
11. Mortgagees' Rights. Any institutional holder of a first mortgage on a unit shall, upon request, be entitled to: (a) inspect the books and records of the condominium during normal business hours; (b) receive copies of all financial reports; and (c) receive written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

12. Voluntary Binding Arbitration. There shall be voluntary binding arbitration of internal disputes among Unit Owners, the Association and their agents and assigns regarding operation of the Condominium. The arbitration hearings shall be

conducted by arbitrators employed by the Division of Florida Land Sales and Condominiums of the Department of Business Regulation, and shall be governed by the rules of procedure promulgated by the Department.

The foregoing were adopted as the By-Laws of Bay View Reserve Condominium Association, Inc., a corporation not for profit under the laws of the State of Florida, at the first meeting of the Board of Directors on July 5th, 1985.

BAY VIEW RESERVE CONDOMINIUM
ASSOCIATION, INC.

By: 
President

Attest:


Secretary



CONSENT AND JOINDER OF MORTGAGEE
AND NON-DISTURBANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WINTER HAVEN, a federal savings and loan association, formerly known as First Federal of Titusville, the owner and holder of that certain Promissory Note executed by BAYS EDGE GROUP, LTD., secured by Mortgage of even date, and more particularly described as follows:

Mortgage made by BAYS EDGE GROUP, LTD., a Florida limited partnership, to FIRST FEDERAL OF TITUSVILLE, dated January 10, 1984 and recorded the next day in Official Records Book 3460, at page 2400, et. seq.;

all in the Public Records of Orange County, Florida, encumbering the lands lying and being in Orange County, Florida, referred to in that certain Declaration of Condominium of Bay View Reserve, A Condominium to which this instrument is attached and made a part thereof, which Declaration shall be recorded in the Public Records of Orange County, Florida.

HEREBY CONSENTS TO AND JOINS IN the dedication of said property to condominium ownership pursuant to the terms and provisions of said Declaration. The mortgage holder further agrees not to terminate the use rights in the common elements, and easements of ingress and egress to the common elements and over the streets, walks and rights-of-way serving the Units of the Condominium as part of the common elements, with respect to any Unit Owner(s) whose units have not be foreclosed for default.

This Consent and Agreement is limited to the purposes and requirements of Florida Statutes § 718.104(3).

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Agreement on 24th of July, 1985.

Signed, sealed and witnessed in the presence of:

Walter M. Marking
Cynthia B. Conway

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WINTER HAVEN, f/k/a FIRST FEDERAL OF TITUSVILLE

By: Thomas L. Henderson
~~XXXXXXX~~

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 24th day of June, 1985, before me personally appeared Thomas L. Henderson and _____, Sr. Vice President and _____, respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WINTER HAVEN, and acknowledged the execution of the foregoing instrument on behalf of said association.



Cynthia B. Conway
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 14, 1989
BONDED THRU AGENT'S NOTARY BROKERAGE

RECORDED & RECORD VERIFIED

Thomas H. Henderson
County Comptroller, Orange Co., Fla.

DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
DR. PHILLIPS COMMUNITY

THIS DECLARATION, made as of March 21, 1980 by DR. PHILLIPS, INC., a Florida corporation and THE DR. P. PHILLIPS FOUNDATION, a Florida corporation not for profit, hereinafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain property in the County of Orange, State of Florida, which is more particularly described in Exhibit "A" attached hereto; and

WHEREAS, Declarant is creating upon said property a planned community with permanent landscaping, berms, drainage facilities, signage and other community facilities for the benefit of said community; and

WHEREAS, Declarant desires to provide for the preservation and enhancement of the property values, amenities and opportunities in said community and for the maintenance of the properties and improvements thereon, and to this end desires to subject the real property described in Exhibit "A", together with such additions as may hereafter be made thereto, to the covenants, restrictions, easements, charges and liens hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant has deemed it advisable, for the efficient preservation of the values and amenities in said community, to create an agency to which should be delegated and assigned the powers of owning, maintaining and administering certain common areas, as hereinafter defined, drainage facilities, rights of way and median strips and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created, and promoting the welfare of the residents; and

WHEREAS, Declarant is presently incorporating under the laws of the State of Florida the DR. PHILLIPS COMMUNITY ASSOCIATION, INC., as a non-profit corporation for the purpose of exercising the functions aforesaid;

NOW, THEREFORE, the Declarant declares that the real property described in Exhibit "A", and such additions thereto as may hereafter be made, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "covenants and restrictions") hereinafter set forth, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the described properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

Section 1. "Association" shall mean and refer to the DR. PHILLIPS COMMUNITY ASSOCIATION, INC., its successors and assigns.

Section 2. "The Board of Directors" and the "Board" shall refer

THIS INSTRUMENT PREPARED BY
PHIL W. WATSON

AKERMAN, SENTERFITT & EIDSON
17TH FLOOR CNA BUILDING P.O. BOX 231
ORLANDO, FL 32802

Dr. Phillips, Inc.
P. O. Box 3753
Orlando, Florida 32802



to the Board of directors of the association.

Section 3. "Common Area" shall mean all real property, except roads or any lands dedicated to the public, (including the improvements thereon) which may in the future be owned by the Association for the common use and enjoyment of the owners.

Section 4. "Declarant" shall mean and refer to DR. PHILLIPS, INC., a Florida corporation, and THE DR. P. PHILLIPS FOUNDATION, a Florida corporation not for profit, or either of their successors and assigns.

Section 5. "Declaration" shall mean the covenants, conditions and restrictions and all other provisions herein set forth in this entire document as it may from time to time be amended.

Section 6. "Existing property" shall mean and refer to that certain real property located in Orange County, Florida and more particularly described in Exhibit "A". "Properties" shall mean and refer to the existing property and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 7. "Living Unit" shall mean and refer to any portion of a structure situated upon the Properties designed and intended for use and occupancy as a residence by a single family.

Section 8. "Commercial Unit" shall mean and refer to any structure or portion of a structure situated upon the Properties designated and intended for use and occupancy as a business, office, or other commercial purpose designated and approved by Declarant.

Section 9. "Unit" shall mean any Living Unit, Commercial Unit or other parcel of real property within the perimeter of the Properties, except roads, drainage areas or facilities, or other parcels dedicated to the public.

Section 10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Unit which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 11. "Supplementary Declaration" shall mean any declaration of covenants, conditions and restrictions which may be recorded by the Declarant, which extends the provisions hereof to such other property as may be brought within the ambit of this Declaration.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Existing Property. The existing property shall hereafter be held, transferred, sold, conveyed, occupied and used subject to this Declaration. Added properties may become subject to this declaration in the following manner:

(a) Additions by the Declarant. The Declarant, its successors and assigns, shall have the right to bring within the scheme of the declaration any additional properties, provided said properties are contiguous to the existing property and owned by Declarant, its successors or assigns. Notwithstanding anything herein to the contrary, any additions to the existing

property shall require the assent of two-thirds (2/3) of the members, if any, at a meeting of the membership called pursuant to the By-laws of the Association.

Section 2. Additions to Existing Property. The additions authorized under this and the succeeding subsection shall be made by filing of record a supplementary Declaration of Covenants and Restrictions with respect to the additional property which shall extend the scheme of the covenants and restrictions of this Declaration to such property.

(a) Such Supplementary Declaration may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added properties and as are not inconsistent with the scheme of this Declaration. In no event, however, shall such Supplementary Declaration revoke, modify or add to the covenants established by this Declaration within the existing property.

(b) Mergers. Upon a merger or consolidation of another association with the Association, its Properties, rights and obligations may, as provided in its Articles of Incorporation, by operation of law be transferred to another surviving or consolidated association, or alternatively, the properties, rights and obligations of another association may by operation of law be added to the Properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the existing property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the existing property, except as hereinafter provided. The covenants and restrictions established by this Declaration shall be supplemental to and in addition to any other previously recorded restrictions affecting the Properties, and to the extent there is any conflict between the terms of any previously recorded restrictions and the provisions hereof, then the provisions of this Declaration of Covenants, Conditions and Restrictions shall control.

ARTICLE III PROPERTY RIGHTS

Section 1. Obligations of the Association. The Association shall be responsible for maintaining the drainage canals and ditches, as well as the median strips in the center of any roadways within the perimeter of the Properties, and shall also maintain the landscaping, and other improvements located in the Common Areas within the Properties. The Association, subject to the rights of the Owners set forth in this Declaration, shall also be responsible for the exclusive management and control of any Common Areas and all improvements therein (including furnishings and equipment related thereto), and shall keep the same in good, clean, attractive and sanitary condition, order and repair.

Section 2. Title to Common Area. The Declarant may retain legal title to the Common Areas and improvements until such time as Declarant has completed the improvements thereon and until such time as the Association is able to maintain the same. Notwithstanding the foregoing, Declarant covenants on behalf



of itself and its successors and assigns that it shall convey its interest in the initial Common Areas to the Association not later than five years from the date hereof.

ARTICLE IV MEMBERSHIP AND VOTING RIGHTS

Section 1. Membership. Every fee owner of a Unit which is subject to assessment shall be a mandatory member of the Association. Membership shall be appurtenant to and may not be separated from ownership of any Unit which is subject to assessment. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation.

Section 2. Voting Rights. The Association shall have one class of voting membership, with each Owner of a Living Unit being entitled to one vote for each Living Unit owned and each Owner of any other Unit being entitled to ten (10) votes per acre or fractional part thereof within each said Unit owned. When more than one person holds an interest in any Unit, all such persons shall be members, and the vote for such Unit shall be exercised as they among themselves determine, but in no event shall more than one (1) vote be cast with respect to any Living Unit, nor more than 10 votes per acre for any other Unit. Notwithstanding the foregoing, the Declarant shall be entitled to twenty five (25) votes per acre or fractional part thereof for each acre owned by Declarant or any of its subsidiaries so long as Declarant or any of its subsidiaries owns a minimum of 30% of the total land area within the perimeter of the Properties. In the event Declarant divests itself of the ownership of more than 70% of the total land area within the perimeter of the Properties, Declarant shall thereafter be entitled to only 10 votes for each acre or fractional portion thereof which it continues to own; provided, however, that nothing herein shall be construed as requiring the conveyance of any portion of the Properties by Declarant. The area within all rights-of-way shall be excluded in the computation of the percentages referred to above. The Board of Directors and all officers of the Association shall be elected in accordance with the By-Laws of the Association and the Board of Directors shall be the final arbiter of any disputes as to the number of votes to which any Owner or Unit is entitled.

ARTICLE V CONVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Association, through its Board of Directors, shall have the power and authority to establish and collect, and each Owner of any Unit or parcel of land by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay to the Association (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due, enforceable by suit at law. All liens

created under this Declaration may be foreclosed in equity in the same manner as is provided for the foreclosure of mortgages upon real property.

Section 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purpose of insuring the high standards of maintenance and operation of the Common Areas reserved or conveyed by the Declarant for the common use of all Owners, as well as any other common improvements which now exist or may be constructed, and in general to promote the desired character of the Properties. Such purposes and uses of assessments shall be as set forth in Article III, Section 1 hereof entitled Obligations of the Association, and shall include, but not be limited to, payment of all costs to the Association of all taxes, insurance, repair, replacement and maintenance of the Common Areas and any drainage facilities on the Properties.

Section 3. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement in any Common Area which is maintained or will be maintained by the Association according to the provisions hereof, including fixtures and personal property related thereto. All special assessments must be approved by two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for that specific purpose.

Section 4. Rate of Assessment. The annual and special assessments may be collected on a monthly, quarterly or semi-annual basis, as the Board of Directors of the Association shall determine, and shall be fixed on an acreage basis, a per Unit basis, or such other basis as reasonably determined by the Board of Directors; provided however, that all Units of similar type, location, size and usage shall be assessed on a comparable basis; and provided further that the annual assessment established in any fiscal year shall not exceed the maximum annual assessment applicable to such year as set forth below.

(a) Maximum Assessment. The maximum permissible annual assessment shall not exceed \$100.00 per Living Unit in the Association's first year. Thereafter the maximum amount permitted for an annual assessment shall increase each year automatically to reflect the increase, if any, in the Consumer Price Index For All Items published by the Bureau of Labor Statistics of the United States Department of Labor, or if publication of such index is discontinued, the most nearly comparable successor index. The maximum permitted assessment for any given assessment period is determined by multiplying the maximum assessment then in effect by the average Consumer Price Index for the most recent six month period available and dividing the product by such index for the same period during the immediately preceding calendar year. No decrease in any assessment is required because of any decrease in the Consumer Price Index.

(b) If at the time of assessment the Association has in its treasury twice the amount of the total maintenance costs actually expended during the last preceding calendar year, then the Board of Directors shall not be permitted to assess a regular annual assessment on any Unit for the current year.

Section 5. Date of Commencement of Annual Assessments: Due Dates. The annual assessments provided for herein shall commence as to all Units on January 1, 1981. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Prior to January 1 of each year the Board of Directors shall determine the amount of the annual assessment against each Unit. In the event the Board elects not to reassess, the annual assessment for the prior year shall continue for the ensuing year. Written notice of all annual and special assessments shall be sent to all Owners. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessments on a Unit is binding upon the Association as of the date of its issuance.

Section 6. Effect of Nonpayment of Assessments: Remedies of the Association. Any assessment not paid when due shall bear interest from the due date at the rate of 1 per cent (1%) per month on the unpaid balance or at the maximum rate allowed by law, whichever is higher. If any assessment payment is not paid within thirty (30) days from the due date, the Association may accelerate the entire annual assessment and may thereafter bring an action at law against the Owner personally obligated to pay the same and in any event shall file in the public records a Notice of lien for Delinquent Assessments, and may foreclose the lien against the property to which the assessment relates. Such liens shall run with the land and bind subsequent owners with or without actual notice, except in relation to mortgages as provided in Section 7 of this Article. Interest, costs and reasonable attorneys fees for such action or foreclosure shall be secured by such lien and may be recovered in such litigation by the Association. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of any Common Area or abandonment of his Unit.

Section 7. Subordination of the Lien to Mortgage. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage held by an institutional lender. Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessments as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

Section 8. Homeowners Associations. Nothing contained herein shall be construed to prevent owners of Living Units from forming homeowners associations under the laws of the State of Florida as corporations not-for-profit to further promote and enhance the value of said Living Units within the community or for the purpose of maintaining the exteriors of the Living Units, or maintaining and administering any common areas within a particular development in Dr. Phillips Community, or from charging, collecting or disbursing assessments for said purposes; nor shall anything contained herein be construed to prevent any grantee from recording any easements, covenants, conditions, and restrictions for the purpose of further promoting and enhancing the value, desirability and attractiveness of any property subject to the provisions hereof; **Provided** however, that in the event of any conflict between the provisions hereof



and those of any easements, covenants, conditions or restrictions recorded subsequently, the provisions of this Declaration of Covenants, Conditions and Restrictions shall control.

ARTICLE VI ARCHITECTURAL CONTROL

Section 1. The Architectural Review Board. An Architectural Review Board (hereinafter referred to as the "ARB") consisting of three (3) or more persons shall be appointed by the Board of Directors of the Association.

Section 2. Purpose. The ARB shall regulate any changes from original construction relating to the external design, appearance, use, location and maintenance of the Properties and of improvements thereon in such a manner so as to best preserve and enhance values and to maintain a harmonious relationship among structures and the natural vegetation and topography. Nothing herein shall give the ARB authority to regulate, control or determine external design, appearance, use or location of Units under development, to be developed, or dwellings under construction, or to be constructed or marketed or sold by the Declarant, his successors or assigns.

Section 3. Conditions.

(a) No improvements, alterations, repairs, change of paint colors, excavations, changes in grade or other work which in any way alters the exterior of any property or the improvements located thereon from its condition as originally constructed shall be made or done without the prior approval of the ARB, except as otherwise expressly provided in the Declaration. After completion of initial construction, no building, fence, wall, residence or other structure shall be commenced, erected, maintained, or improved altered, made or done, nor any color thereof shall be changed without the prior written approval of the ARB.

(b) No temporary house, and no temporary or permanent storage building, shack, mobile home, tent, barn or other outbuilding shall be erected or placed upon any Units. Said Units shall be used for single family residence approved multi-family or commercial purposes only as approved by the Declarant, and shall not be further subdivided. No streets, roads or driveways shall be opened through said Units to serve adjoining property except as might have been previously provided for by plat or survey duly recorded or as might hereinafter be specified except as approved in writing by the ARB as hereinafter described.

(c) All requests for approval of any alterations or changes in the exterior appearance of any improvements shall be submitted in writing to the ARB along with two (2) copies of any plans and specifications for such alterations or changes. The ARB shall have 20 days in which to indicate its approval, rejection or conditional approval of said alterations or changes. In the event the ARB fails to act within said 20 day period, the request shall be deemed approved.

(d) No Unit or parcel of land shall be used as a dumping ground for rubbish, trash or garbage; nor shall any Unit or parcel be used for the keeping or breeding of livestock animals or poultry of any kind, except that a maximum of two (2) household pets may be kept, provided they are not kept for

JK

breeding or maintained for any commercial purpose. No noxious or offensive activities shall be carried on upon any Unit nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. Garbage and trash containers shall be contained within an enclosure, except as may be actually required for collection purposes. The design and material of said enclosure shall be in keeping with the general appearance of the house and its design shall be approved by the ARB.

(e) No advertising signs, billboards or high and unsightly structures shall be erected on any Unit or displayed to the public on any Unit or parcel except after written permission of the ARB, its successors or assigns, is obtained. A sign may be used to advertise the property for sale or rent, provided prior approval is obtained from the ARB. The ARB shall be authorized to withhold its approval or consent until it is furnished information as to the size, style, color and location of any proposed sign permitted hereunder.

(f) Owners and occupants of units shall not as a matter of course, park owned or controlled vehicles on adjaent roads and streets or otherwise than in garage space or off-street parking. Boats, campers, recreational vehicles, trucks of any nature (including vans and pick-up trucks in excess of 3/4 ton capacity), trailers, and motorcycles shall be garaged and shall not be parked on the streets, common areas or elsewhere within the development. Such vehicles may be parked outside of garages on the Units only with written permission of the ARB and only so long as (i) such vehicles have no commercial markings and (ii) are not visible from outside of the Unit.

(h) The ARB shall determine the location, color, size, design, lettering and all other particulars of all signs including all street and traffic control signs within the Property in order that the area be strictly uniform in appearance with respect thereto.

(j) If any improvements, alterations, excavations, or other changes are made which require the written approval of the ARB under the terms of this section 3, and if written approval of such changes is not obtained from the ARB, the Owner of the Unit on which such unauthorized changes have been made shall, at the Owner's expense and upon receipt of written direction of the Board of Directors, promptly restore the Unit and the improvements located thereon to their previous condition. Such restoration shall include, without limitation, the removal of any building, fence, wall, ledge, shrub planting, signs, billboards, garbage containers, or other structure which requires the written approval of the ARB under the terms hereof.

Section 4. Enforcement.

(a) The provisions hereof shall be liberally construed to effectuate the purpose of creating a uniform plan for the development and operation of the herein described properties. Enforcement of these covenants and restrictions shall be by the Association by proceeding at law or in equity againt any person or persons violating or attempting to violate any covenant or restriction, either to restrain or enjoin violation or to recover damages, or both, and against any Unit to enforce any lien created hereby; and the failure or forebearance by the Association to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(b) There shall be and there is hereby created and declared to be a conclusive presumption that any violation or breach of any of the within covenants or restrictions cannot be adequately remedied by action at law or exclusively by recovery of damages.

(c) The grounds of each Unit (whether vacant or occupied) shall be maintained in a neat and attractive condition. Upon the failure of any owner to maintain his Unit (whether vacant or occupied) in a neat and attractive condition, the ARB or its authorized agents or successors and assigns may, after ten (10) days notice to such owner, enter upon such Unit and have the grass, woods, and other vegetation cut, debris removed, when, and as often as, the same is necessary in its judgment, and may have dead trees, shrubs and other plants removed therefrom. Such owner shall be personally liable to the ARB for the cost of any cutting, removing of debris, clearing and maintaining described above and the liability for amounts expended for such cutting, clearing and maintenance shall be a permanent charge and lien upon such Unit, enforceable by the ARB by any appropriate proceeding at law or in equity. All costs incurred by the ARB on behalf of such owner shall be reasonable. Notice given as hereinabove provided shall be sufficient to give the ARB or its designated committee, or its successors and assigns, the right to enter upon any such Unit and perform the work required. Entry for the purpose of performing the work required shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Said permanent charge and lien shall be subordinate to the lien of any first mortgage and shall be foreclosable as provided herein.

(d) Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect. These covenants shall likewise be considered separable with respect to their imposition by Declarant in deeds of conveyance as provided above, and Declarant shall be authorized to eliminate the applicability of one or more such covenants by enumerating them in any such deed of conveyance.

(e) The failure of the ARB to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, provisions or agreements herein contained shall not be construed as a waiver or a relinquishment in the future of the enforcement of any such terms, covenants, condition, provision or agreement. The acceptance of performance of anything required to be performed with knowledge of the breach of a term, covenant, condition, provision or agreement shall not be deemed a waiver of such breach, and no waiver by the ARB of any term, covenant, condition, provision or agreement shall be deemed to have been made unless expressed in writing and signed by the ARB.

(f) Zoning regulations applicable to property subject to this Declaration shall be observed. In the event of any conflict between any provision of such zoning restrictions and the restrictions of this Declaration, the more restrictive provisions shall apply.

Section 5. Procedures. In the event the ARB fails to approve, modify or disapprove in writing an application within thirty (30) days after plans and specifications in writing have been submitted to it, in accordance with adopted procedures, approval

will be deemed granted. The applicant may appeal an adverse ARB decision to the Board of Directors who may reverse or modify such decision by a two-thirds (2/3) vote of the Directors.

ARTICLE VII

USE OF PROPERTY

Section 1. Protective Covenants.

(a) Types Of Use. All property designated by Declarant for residential use shall be used, improved and devoted exclusively to residential use. All property designated for commercial or other use by Declarant shall be used, improved and devoted to such specified use exclusively. Nothing herein shall be deemed to prevent the Owner from leasing a Living or Commercial Unit subject to all of the provisions of the Declaration.

(b) Nuisances. No nuisance shall be permitted to exist or operate upon any property so as to be detrimental to any other property in the vicinity thereof or its occupants.

(c) Restriction of Further Subdivision. No Unit upon which a Living or commercial Unit has been constructed shall be further subdivided or separated into smaller Units by any Owner, and no portion less than all of any such Unit, nor any easement or other interest herein, shall be conveyed or transferred by an Owner, provided that this shall not prohibit deeds of correction, deeds to resolve boundary disputes, and similar corrective instruments.

(d) Other Restrictions. The ARB may adopt general rules to implement the purposes set forth in Article VI, Section 2 and interpret the covenants in the Section, including but not limited to rules to regulate animals, antennas, signs, storage and use of recreational vehicles, storage and use of machinery use of outdoor drying lines, trash containers, planting, maintenance and removal of vegetation on the Properties. Such general rules may be amended by a two-thirds (2/3) vote of the ARB, following a public hearing for which due notice has been provided, and pursuant to an affirmative vote of two-thirds (2/3) of the Board of Directors. All such general rules and any subsequent amendments thereto shall be placed in the Book of Resolutions and shall be available for inspection and review by any Owner at any reasonable time. The rules of the ARB shall not contravene any provision of these Declarations.

(e) Exceptions. The ARB may issue temporary permits to except any prohibitions expressed or implied by this Section, provided the applicant for such exception can show good cause and acts in accordance with adopted guidelines and procedures and subject to other recorded declarations superior in time to these Declarations.

Section 2. Maintenance of Property. To the extent that exterior maintenance is not provided for in any other Declaration, each Owner shall keep all Units owned by him, and all improvements therein or thereon, in good order and repair and free of debris including, but not limited to the seeding, watering, and mowing of all lawns, the pruning and cutting of all trees and shrubbery and the painting (or other appropriate external care) of all buildings and other improvements, all in a manner and with such



frequency as is consistent with good property management. In the event an Owner of any Unit in the Properties shall fail to maintain the premises and the improvements situated thereon, as provided herein, the Association, after notice to the Owner, and upon a two-thirds (2/3) vote of the Board of Directors, shall have the right to enter upon said Unit to correct drainage and to repair, maintain and restore the Unit and the exterior of the buildings and any other improvements erected thereon. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Unit.

Section 3. Utility Easements. The Association shall have the authority, acting through its Board of Directors, to grant easements across any portion or portions of the Properties owned by the Association to power companies or other entities or individuals as may be deemed reasonably necessary in the discretion of the Board of Directors.

Section 4. Declarant's Easement to Correct Drainage. The Declarant reserves a blanket easement and right on, over and under the ground within each parcel or Unit within the Properties to maintain and to correct drainage of surface water in order to maintain reasonable standards of health, safety and appearance. Such right expressly includes the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary, following which the Declarant shall restore the affected property to its original condition as near as practicable. Such right shall not include the right to demolish, move or substantially alter any completed buildings. The Declarant shall give reasonable notice of intent to take such action to all affected Owners, unless in the opinion of the Declarant an emergency exists which precludes such notice.

Section 5. Encroachments. In the event any portion of the Common Area encroaches upon any Living Unit or any Living Unit encroaches on the Common Area as a result of construction, reconstruction or repair by Declarant, or as a result of shifting, settlement or movement of any portion of the Properties, a valid easement for the encroachment and for the maintenance of same shall exist so long as the encroachment exists.

Section 6. Insurance. Owners of Units shall obtain fire, extended coverage and liability insurance to the full replacement value of all buildings constructed on such Owner's property, and in the event of any casualty loss shall use the proceeds thereof within a reasonable time after such loss to either restore the premises to their original condition, or to clear the subject premises in order to prevent health or safety hazards and to maintain an aesthetically pleasing appearance.

ARTICLE VIII

GENERAL PROVISIONS

Section 1. Enforcement. The Association, or any Owner, shall have the right to enforce, by any proceeding at law or in equity all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in

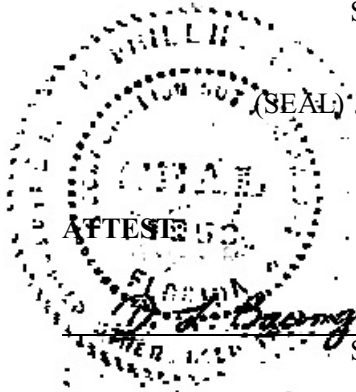
no wise affect any other provisions which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, for a term of fifty (50) years from the date this Declaration is recorded, after which time said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each. This Declaration may be amended by an instrument signed by the Board of Directors after approval of 75% of the members voting in person or by proxy.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has hereunto set its hand and seal this 21st day of March, ~~January~~ 1980.



D. L. Baumgardner
Secretary



D. L. Baumgardner
Secretary

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

I hereby certify that on this day before me, an officer duly authorized to take acknowledgments personally appeared J. A. Hinson and D. L. Baumgardner, the Vice President and Secretary respectively of DR. PHILLIPS, INC., a Florida corporation, who acknowledged before me that they executed the foregoing instrument on behalf of the corporation for the purposes therein expressed.

Witness my hand and official seal this 21st day of March, 1980.



DR. PHILLIPS, INC.

"DECLARANT"

By: J. A. Hinson
As its Vice President

THE DR. P. PHILLIPS FOUNDATION

"DECLARANT"

By: J. A. Hinson
As its Vice President

Anna Marie Jewell
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 18, 1982
Bonded by American Fire & Casualty Company

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

I hereby certify that on this day before me, an officer duly authorized to take acknowledgments personally appeared J. A. Hinson and D. L. Baumgardner, the Vice President and Secretary respectively of DR. P. PHILLIPS FOUNDATION, a Florida corporation not for profit, who acknowledged before me that they executed the foregoing instrument on behalf of the corporation for the purposes therein expressed.

Witness my hand and official seal this 21st day of March, 1980.



Anna Marie Jewell
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires May 18, 1982
Bonded by American Fire & Casualty Company

LEGAL DESCRIPTION

South 3 acres of the W 1/2 of the NW 1/4 of
the SE 1/4 of the NW 1/4, and

the S 1/2 of the SE 1/4 of the NW 1/4 LESS
the E 75 feet thereof, and

the SW 1/4 lying East of the West right-of-
way of Dr. Phillips Boulevard, LESS the South
235 feet of the East 50 feet and LESS the
South 150 feet of the North 400 feet of the
East 380 feet of the NW 1/4 of the SW 1/4
and South 150 feet of the North 400 feet of
the West 200 feet of the NE 1/4 of the SW
1/4 thereof, and

the SW 1/4 of the NW 1/4 LESS from the NW
corner of the SW 1/4 of the NW 1/4 of Section
26, Township 23 South, Range 28 East, Orange
County, Florida, run S 89°48'12" E along the
North line of said SW 1/4 of NW 1/4 a distance
of 75.00 feet to the East right-of-way of
Dr. Phillips Boulevard, thence S 00°15'34"
W along said right-of-way a distance of 270.00
feet for Point of Beginning, then S 89°48'12"
E a distance of 400.00 feet, thence S 00°15'34"
W a distance of 489.45 feet, thence N 89°52'34"
W a distance of 400.00 feet, thence N 00°15'34"
E a distance of 489.95 feet to Point of
Beginning, containing 4.4968 acres,

all lying in Section 26, Township 23 South,
Range 28 East.



RECORDED & RECORD VERIFIED



County Comptroller, Orange Co., Fla.

EXHIBIT "A"

Florida	Paid	THOMAS H. LOCKER,
Rec Fee	\$ <u>13.00</u>	Orange County
Doc Tax	\$ _____	Comptroller
Int Tax	\$ _____	By <u>SPM</u>
Total	\$ <u>13.00</u>	Deputy Clerk

AMENDMENT NUMBER ONE TO THE DECLARATION OF CONDOMINIUM
OF
BAY VIEW RESERVE, A CONDOMINIUM

2571274 ORANGE CO. FL.
03:16:20PM 08/01/86

COMES NOW, BAYS EDGE GROUP, LTD., a Florida limited partnership, ("the Developer"), as the Developer of Bay View Reserve, a Condominium, and pursuant to Section 718.110(2), Florida Statutes and Section 19.2 of the Declaration of Condominium of Bay View Reserve, a Condominium, as recorded in Official Records Book 3673, Page 1856, Public Records of Orange County, Florida, ("the Declaration"), hereby amends the Declaration in the following fashion and for the following purposes:

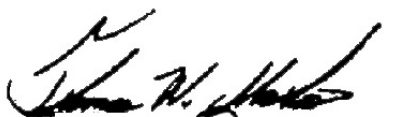
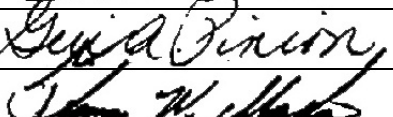
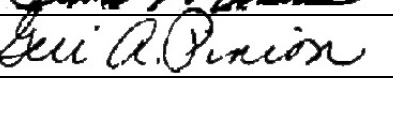
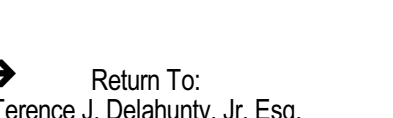
OR 3809 PG 3050

1. Exhibit "C" to the Declaration, the Plot Plans and Floor Plans, (as set forth on Page 38 of the Declaration), is hereby amended to assign an individual numeric designation to each Assigned Parking Space which was originally designated by the symbol "X". The changes made by this amendment are identified on the copy of Exhibit "C", which is attached hereto. A hyphen has been placed through the original designation, and the new identifying number has been written adjacent thereto.

The Assigned Parking Spaces affected by the amendment are presently owned by the Developer, and may subsequently be conveyed to individual unit owners by the Developer or its successors and assigns, and shall thereafter constitute a Limited Common Element for the exclusive benefit of the Unit to which it is assigned.

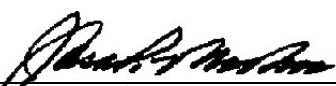
This amendment shall supercede any provisions in the Declaration, or exhibits thereto, to the contrary.

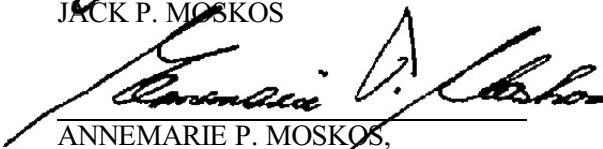
Signed, sealed and delivered
in the presence of:

BAYS EDGE GROUP, LTD.,
A Florida limited partnership

BY:


JACK P. MOSKOS


ANNEMARIE P. MOSKOS,
his wife, as tenants by the entireties

GENERAL PARTNER

→ Return To:
Terence J. Delahanty, Jr. Esq.
Foley & Lardner, van den BERG,
GAY, BURKE, WILSON & ARKIN
16 South Magnolia Avenue
Orlando, Florida 32801

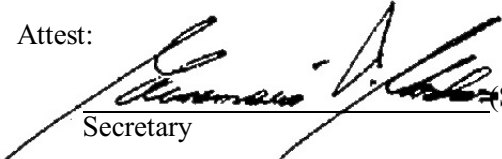
CONSENT OF BAY VIEW RESERVE CONDOMINIUM ASSOCIATION, INC.

THE UNDERSIGNED HEREBY CONSENTS TO THE ABOVE DESCRIBED AMENDMENT.

(CORPORATE SEAL)

BAY VIEW RESERVE CONDOMINIUM
ASSOCIATION, INC.

BY:  (SEAL)
JACK P. MOSKOS, President

Attest:  (SEAL)
Secretary

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me this 16th day of ~~June~~ ^{JULY}, 1986,
by JACK P. MOSKOS and ANNEMARIE P. MOSKOS, his wife, as tenants by the entireties,
General Partner of Bays Edge Group, Ltd., a Florida limited partnership, on behalf of the
Partnership.




NOTARY PUBLIC

MY COMMISSION EXPIRES:

Notary Public, State of Florida at Large
My Commission Expires Feb. 22, 1990

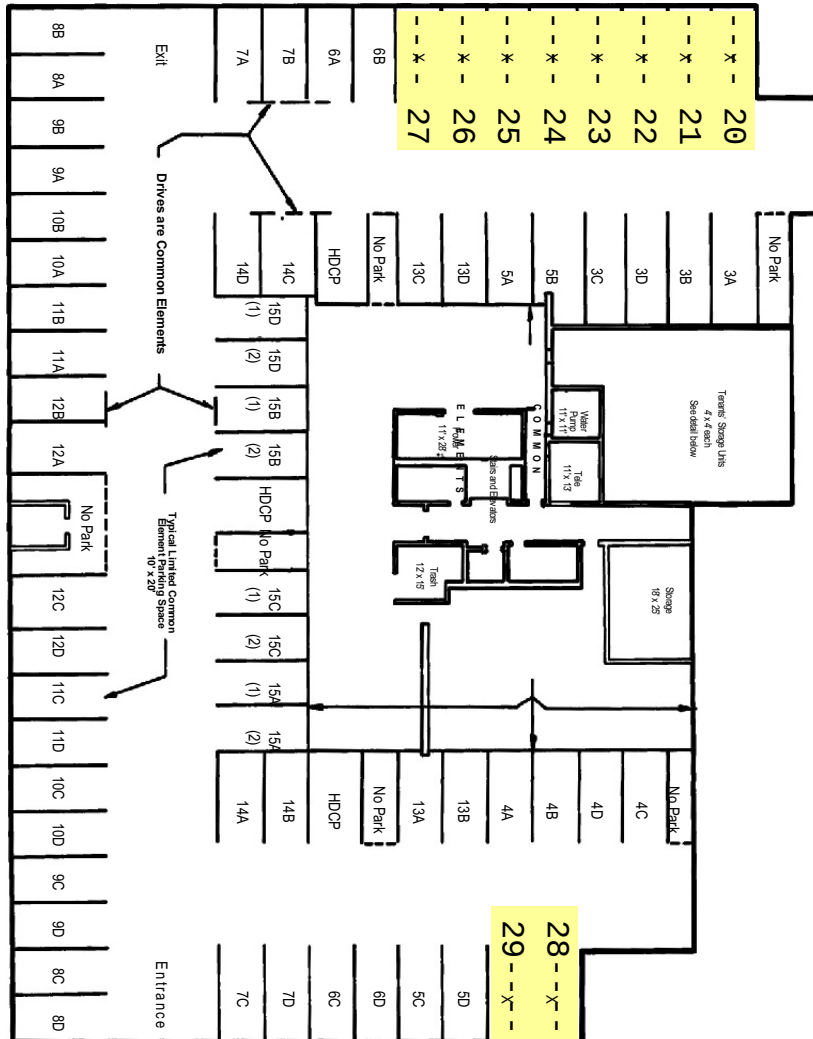
OR 3809 PG 3051

THIS INSTRUMENT PREPARED BY:
TERENCE J. DELAHUNTY, JR., ESQ.
FOLEY & LARDNER, VAN DEN BERG,
GAY, BURKE, WILSON & ARKIN
POST OFFICE BOX 2193
ORLANDO, FLORIDA 32802

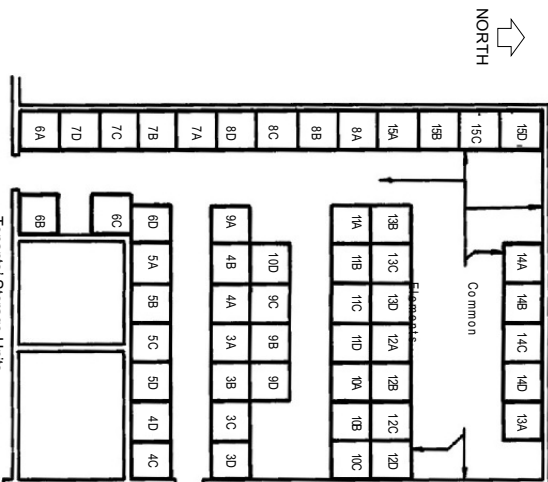
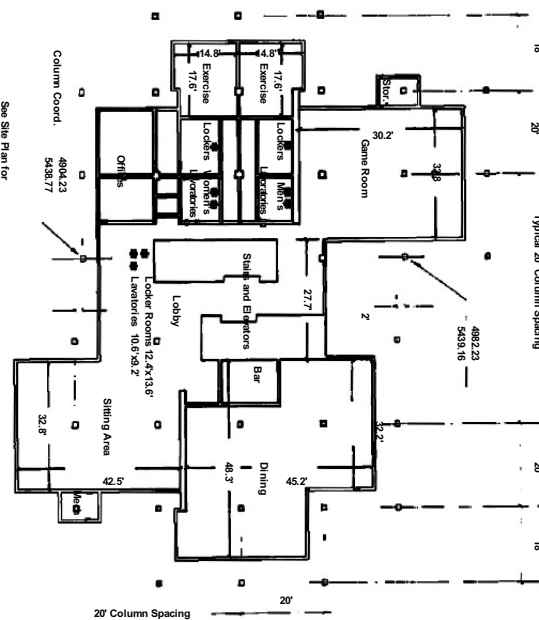
BAY VIEW RESERVE,
A CONDOMINIUM
SECTION 26, TOWNSHIP 23 SOUTH, RANGE 28 EAST
DR. PHILLIPS
ORANGE COUNTY, FLORIDA

12
Page

Condominium
Exhibit Book



LOBBY LEVEL PLAN
All Common Elements



RECORDED & RECORD VERIFIED

Thomas H. Locke

County Comptroller, Orange Co., FL



THIS DOCUMENT PREPARED BY
AND RETURN TO:
Neal McCulloh, Esquire
CLAYTON & MCCULLOH
1065 Maitland Center Commons Blvd
Maitland, Florida 32751

Orange Co FL 1999-0439810
101199 10:53:52am
OR Bk 5 8 5 7 Pg 1 8 0 1
Rec 19.50

CERTIFICATE OF AMENDMENT TO DECLARATION OF
CONDOMINIUM OF BAY VIEW RESERVE, A CONDOMINIUM

KNOW ALL MEN BY THESE PRESENTS:

That on this 15 day of Sept, 1999, the undersigned BAY VIEW RESERVE CONDOMINIUM ASSOCIATION, INC., pursuant to §718, *Fla.Stat.*, and the DECLARATION OF CONDOMINIUM OF BAY VIEW RESERVE, A Condominium (hereinafter referred to as the "Declaration"), hereby certifies that an Amendment to the Declaration, which Amendment is attached hereto and by reference made a part hereof, was duly adopted on the 29 day of June, 1999. Said Amendment was properly noticed pursuant to Article XXI, Section 21.2 of the Declaration. Pursuant to Article XXI, Section 21.3(a) of the Declaration, said Amendment was "adopted upon approval of not less than seventy five percent (75%) of the votes of the entire membership of the Association".

BAY VIEW RESERVE CONDOMINIUM ASSOCIATION, INC., is a condominium association created pursuant to Chapter 718, Florida Statutes. The Declaration of Condominium of Bay View Reserve, a Condominium is recorded in O.R. Book 3673, Page 1856, *et seq.*, of the Public Records of Orange County, Florida.

IN WITNESS WHEREOF, BAY VIEW RESERVE, CONDOMINIUM ASSOCIATION, INC., has caused these presents to be executed in its name, this _____ day of _____, 1999.

Signed, sealed and delivered
in the presence of:

Susan DeLong
(Sign)

Susan DeLong
(Print)

Ralph R. Greene
(Sign)

RALPH R GREENE
(Print)

BAY VIEW RESERVE, CONDOMINIUM
ASSOCIATION, INC.

By: [Signature]
(Sign)

President, Bay View Reserve, Condominium
Association, Inc.

PAULINE PROFFETA
(Print)

ATTEST:

[Signature]
(Sign)

Secretary, Bay View Reserve Condominium
Association, Inc.

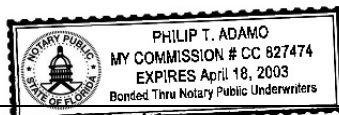
Phyllis Gayle Wetz, Secretary
(Print)

STATE OF FLORIDA

COUNTY OF ORANGE

The foregoing Certificate of Amendment was acknowledged before me this 15 day of September, 1999, by Pauline Profeta, as President and Phyllis Gayle Wirtz, as Secretary, of Bay View Reserve Condominium Association, Inc., a Florida corporation, on behalf of the corporation.

NOTARY PUBLIC



State of Florida, At Large

PERSONALLY KNOWN OR

PRODUCED IDENTIFICATION

TYPE OF IDENTIFICATION PRODUCED: PERSONALLY KNOWN.

AMENDMENTS TO DECLARATION OF
CONDOMINIUM OF BAY VIEW RESERVE, a Condominium

The following amendment is made to Article XII to the Declaration of Condominium of Bay View Reserve, a Condominium (note that additions are indicated by underlining and deletions are indicated by ~~stikeouts~~):

OR Bk 5 8 5 7 Pg 1 8 0 4
Orange Co FL 1999-0439810

12.6 Alterations.

(A) By the 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 (\$5,000.00). Except as otherwise set forth in this Section 12.6, all other alterations and improvements must first be approved by the owners of two-thirds (2/3) 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.

(C) Alteration(s) for Antenna(s), Radio Communication System(s), Video System(s) and Other Communications System(s). Notwithstanding anything to the contrary, the Board of Directors may alter or allow the alteration of the Common Elements including material alterations to permit antenna(s), radio communication system(s), video system(s) and other communication system(s) of any sort. Hereinafter antenna(s), communication system(s) and video system(s) of any sort shall be collectively referred to as "Systems". As part and parcel to the right of the Board of Directors to make such alterations or permit such alterations, the Board of Directors may enter into agreements with or grant easements to such persons or entities to install, remove, operate, modify and maintain such Systems including any and all related equipment and items which expressly shall include, but not be limited to poles, panels, radio base stations, cables, cable trays, video components, other components, pipes, conduits, electrical distribution systems, signs and storage facilities.

Recorded - Martha O. Haynie

SEP 19 1 20 PM '80

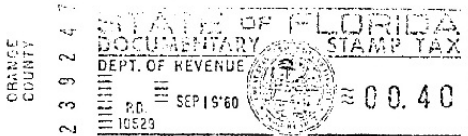
RIGHT- OF- WAY AGREEMENT O.R. 3139 PG 2059

1300

THIS INDENTURE, made the 25th day of July in the year of our Lord one thousand nine hundred and eighty between DR. PHILLIPS, INC., a Florida corporation, of the County of Orange and State of Florida, party of the first part, and the COUNTY OF ORANGE, in the State of Florida, party of the second part.

WITNESSETH, That the party of the first part, in consideration of the sum of \$ 1.00 paid by the party of the second part, the receipt whereof is hereby acknowledged, does hereby give and grant to the party of the second part and its successors a right-of-way for public road purposes and full authority to enter upon, construct and operate a road over and upon the following described lands situate in Orange County aforesaid, to-wit:

See attached Schedule "A"



TO HAVE AND TO HOLD the said easement or right-of-way unto the party of the second part and its successors for the purposes aforesaid.

(Corporate Seal)

IN WITNESS WHEREOF, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate

seal to be affixed, attested by its Secretary the day and year above written.

Attest D. L. Baumgardner
D. L. Baumgardner, Secretary

DR. PHILLIPS, INC.

By H. E. Johnson,
H. E. Johnson, President.

Signed, Sealed and Delivered in Our Presence:

Mildred C. Dressner
S. Grant Hubbard

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS AT THEIR MEETING

AUG 18 1980

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY, that on this 25th day of July, A. D. 19 80, before me personally appeared H. E. Johnson and D. L. Baumgardner, respectively President and Secretary of Dr. Phillips, Inc., a corporation under the laws of the State of Florida, to me known to be the individuals and officers described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

WITNESS my signature and official seal at Orlando in the County of Orange and State of Florida the day and year last aforesaid.

Mildred C. Dressner
Notary Public, State of Florida at Large
(Official title of Officer)

My commission expires on the 23rd day of

May, A. D. 19 84

This instrument prepared by R. A. Simon
Address: P. O. Box 3753, Orlando, FL 32802

Schedule "A" to Right-of-Way Agreement dated July 25, 1980,
between DR. PHILLIPS, INC. and ORANGE COUNTY.

APPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETING

Hinson Street

AUG 18 1980

From the SW corner of Section 26, Township 23 South, Range 28 East, Orange County, Florida, run S 89°45'11" E along the South line of said Section 26 a distance of 1170.00 feet, thence N 00°01'55" W a distance of 581.52 feet for the Point of Beginning of an easement for a road 60.00 feet in width lying 30.00 feet each side of the following described line: Run N 89°58'05" E a distance of 350.00 feet to the point of curvature of a curve concave Northwesterly having a radius of 150.00 feet, thence Northeasterly along the arc of said curve through a central angle of 66°50'42" a distance of 175.00 feet for the Point of Termination.

Center Drive

From the SW corner of the SW 1/4 of the NW 1/4 of Section 26, Township 23 South, Range 28 East, Orange County, Florida, run S 89°52'34" E a distance of 75.00 feet to the East right of way line of Dr. Phillips Boulevard, thence N 00°15'34" E along said East right of way line a distance of 525.61 feet for the Point of Beginning of an easement for a road 60.00 feet in width lying 30.00 feet each side of the following described line: Run S 89°52'34" E a distance 564.85 feet to the point of curvature of a curve concave Northwesterly having a radius of 620.00 feet, thence Northeasterly along the arc of said curve through a central angle of 89°57'37" a distance of 973.46 feet, thence N 00°09'49" E a distance of 138.90 feet for the Point of Termination.

Della Drive

From the SW corner of the SW 1/4 of the NW 1/4 of Section 26, Township 23 South, Range 28 East, Orange County, Florida, run S 89°52'34" E a distance of 75.00 feet to the East right of way line of Dr. Phillips Boulevard, thence N 00°15'34" E along said East right of way line a distance of 495.61 feet, thence S 89°52'34" E a distance 415.00 feet for the Point of Beginning of an easement for a road 60.00 feet in width lying 30.00 feet each side of the following described line: From a tangent bearing of S 00°07'26" W run Southerly along the arc of a curve concave Westerly having a radius of 810.00 feet through a central angle of 08°45'00" a distance of 123.70 feet to a point of reverse curvature of a curve concave Easterly having a radius of 810.00 feet, thence Southerly along the arc of said curve through a central angle of 23°00'00" a distance of 325.15 feet to a point of reverse curvature of a curve concave Westerly having a radius of 525.88 feet, thence Southerly along the arc of said curve through a central angle of 45°17'22" a distance of 415.68 feet, thence S 31°09'48" W a distance of 236.15 feet for the Point of Termination.

From the SW corner of the SW 1/4 of the NW 1/4 of Section 26, Township 23 South, Range 28 East, Orange County, Florida, run S 89°52'34" E a distance of 75.00 feet to the East right of way line of Dr. Phillips Boulevard, thence N 00°15'34" E along said East right of way line a distance of 525.61 feet, thence S 89°52'34" E a distance of 564.85 feet to the point of curvature of a curve concave Northerly having a radius of 620.00 feet, thence Northeasterly along the arc of said curve through a central angle of 25°31'51" a distance of 276.27 feet, thence S 44°36'52" E a distance of 31.68 feet for the Point of Beginning of an easement 30.00 feet in width lying 30.00 feet to the left of and Northerly of the following described line: Continue S 44°36'52" E a distance of 197.92 feet to the point of curvature of a curve concave Northeasterly having a radius of 390.00 feet, thence Southeasterly along the arc of said curve through a central angle of 43°30'00" a distance of 296.10 feet, thence S 88°06'52" E a distance of 206.68 feet for the Point of Termination.

Radius Intersection of Center Drive and Della Drive

From the SW corner of the SW 1/4 of the NW 1/4 of Section 26, Township 23 South, Range 28 East, Orange County, Florida, run S 89°52'34" E a distance of 75.00 feet to the East right of way line of Dr. Phillips Boulevard, thence N 00°15'34" E along said East right of way line a distance of 495.61 feet, thence S 89°52'34" E a distance of 367.81 feet for the Point of Beginning, also being the point of curvature of a curve concave Southwesterly having a radius of 17.00 feet, thence Southeasterly along the arc of said curve through a central angle of 91°16'37" a distance of 27.08 feet, thence from a tangent bearing of N 01°24'03" E run Northerly along the arc of a curve concave Westerly having a radius of 780.00 feet through a central angle of 01°16'37" a distance of 17.38 feet, thence N 89°52'34" W a distance of 17.19 feet to the Point of Beginning.

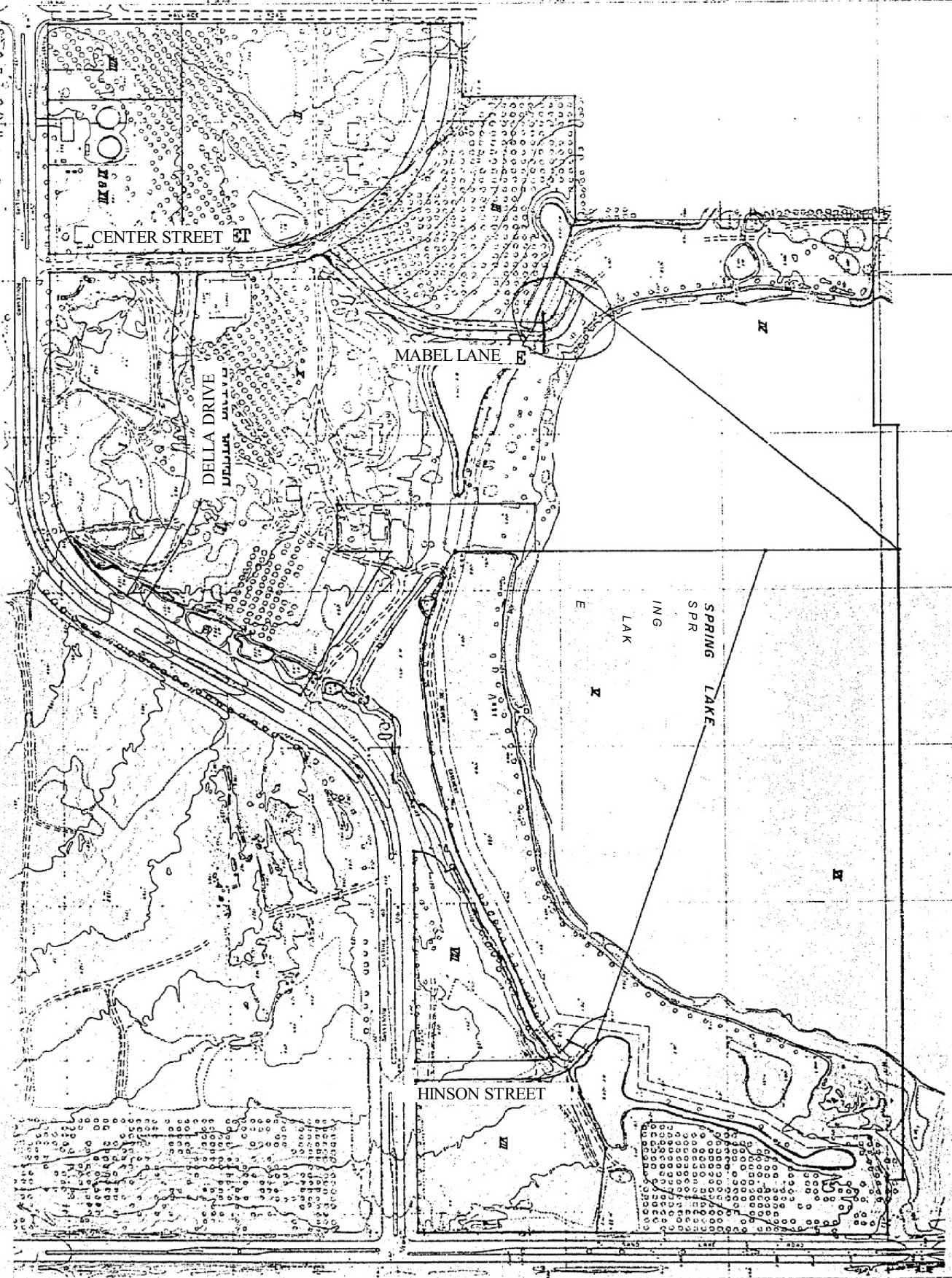
Radius Intersection of Center Drive and Mabel Lane

From the SW corner of the SW 1/4 of the NW 1/4 of Section 26, Township 23 South, Range 28 East, Orange County, Florida, run S 89°52'34" E a distance of 75.00 feet to the East right of way line of Dr. Phillips Boulevard, thence N 00°15'34" E along said East right of way line a distance of 495.61 feet, thence S 89°52'34" E a distance of 564.85 feet to the point of curvature of a curve concave Northwesterly having a radius of 650.00 feet, thence Northeasterly along the arc of said curve through a central angle of 29°12'48" a distance of 331.41 feet for the Point of Beginning, thence continue along the arc of said curve through a central angle of 01°54'46" a distance of 21.70 feet, thence from a tangent bearing S 58°59'51" W run Southerly along the arc of a curve concave Southeasterly having a radius of 17.00 feet through a central angle of 103°36'43" a distance of 30.74 feet, thence N 44°36'52" W a distance of 21.98 feet to the Point of Beginning.

This conveyance is made subject to the following reservations:

The party of the first part reserves the right, but is not obligated, to cultivate and care for the grass, trees and shrubbery within said right-of-way, at any time the party of the second part has failed so to do.

AUG 18 1980



Boyle Engineering Corporation

TOPOGRAPHIC SURVEY
BY
SOUTHERN RESOURCE MAPPING CORP.
Orange, FL 32801

SCALE: 1" = 100' (VERTICAL)
1" = 100' (HORIZONTAL)
ELEVATION: 10' TO 15' (VERTICAL)
ELEVATION: 10' TO 15' (HORIZONTAL)

**DR. PHILLIPS
COMMUNITY CENTER**

Project # 2062
Date: 8/18/80
Sheet: 2062

RECORDED & RECORD VERIFIED

Thomas H. Baker

County Comptroller, Orange Co., Fla.

SEWER LINE EASEMENT

700
due

THIS INDENTURE, MADE THE 20th day of May A.D. 19 80, between
DR. PHILLIPS, INC. of the County of ORANGE
 and State of FLORIDA, GRANTOR, and the COUNTY OF ORANGE in the State of Florida, GRANTEE.

WITNESSETH, That the Grantor, in consideration of the sum of \$ 10.00 paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby give and grant to the Grantee and its assigns, a right-of-way and easement for a sewer line, with full authority to enter upon, construct and maintain, as the Grantee and its assigns may deem necessary, sewer pipes, lift station and other facilities pertaining to a sewer line, over, under and upon the following described lands situate in Orange County aforesaid to-wit:

From the SE corner of SW 1/4 of Section 26, Township 23 South, Range 28 East, Orange County, Florida, run N 00°02'59" E along the East line of said SW 1/4 a distance of 60.00 feet to the North right of way line of Sand Lake Road, thence N 89°45'11" W along said right of way a distance of 50.00 feet, thence N 00°02'59" E a distance of 120.12 feet for the Point of Beginning of a sanitary sewer easement 30 feet in width lying 15 feet on each side of the following described lines: thence N 24°16'12" W a distance of 207.87 feet, thence S 83°10'06" W a distance of 176.99 feet, thence N 62°15'02" W a distance of 156.76 feet, thence N 74°36'01" W a distance of 397.99 feet, thence N 01°05'28" E a distance of 171.03 feet, thence N 81°42'02" W a distance of 278.95 feet to a point designated as point "A" for reference hereinafter, thence S 47°32'13" W a distance of 82.25 feet for the Point of Termination; thence also begin at said point "A" run N 22°46'45" W a distance of 303.92 feet, thence N 23°24'43" W a distance of 299.29 feet, thence N 14°51'49" W a distance of 311.35 feet, thence N 02°46'33" W a distance of 363.37 feet, thence N 17°32'41" E a distance of 223.56 feet, thence N 11°17'55" E a distance of 88.01 feet to the Point of Termination.

OMB

TO HAVE AND TO HOLD said right-of-way and easement unto the said Grantee and its assigns forever.

The Grantee herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the sewer line constructed thereon by the said Grantee and its assigns, and the Grantor, its heirs and assigns, agree not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted right-of-way that may interfere with the normal operation or maintenance of the sewer line installed thereon.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name by its PRESIDENT, and its corporate seal to be affixed, attested by its SECRETARY the day and year above written.

Attest: D. L. Baumgardner
 D. L. Baumgardner, Secretary

Signed, Sealed and Delivered in our Presence:

Mildred C. Dressner

Janice M. Ogles

STATE OF FLORIDA

COUNTY OF ORANGE

DR. PHILLIPS, INC.

By

H. E. Johnson

President

APPROVED BY THE BOARD OF COUNTY
 COMMISSIONERS AT THEIR MEETING

SEP 22 1980

I HEREBY CERTIFY, that on this 20th day of May, A.D. 19 80, before me personally appeared H. E. JOHNSON and D. L. BAUMGARDNER, respectively PRESIDENT and SECRETARY of DR. PHILLIPS, INC., a corporation under the laws of the State of FLORIDA, to me known to be the individuals and officers described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers thereunto duly authorized; and that the official seal of said corporation is duly affixed thereto, and the said conveyance is the act and deed of said corporation.

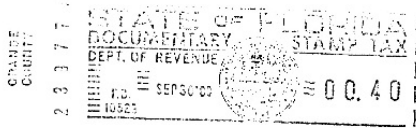
WITNESS my signature and official seal at ORLANDO in the County of ORANGE and State of FLORIDA the day and year last aforesaid.

Notary Public

Mildred C. Dressner

My commission expires on the 23rd day of May, A.D. 19 80.

O.R. 3141 PG 2783



RECORDED & RECORD VERIFIED

Thomas H. Laker

County Comptroller, Orange Co., Fla

102380013224

SEP 30 2003

102380013224

This Indenture,

Made this 2nd day of June, A.D. 1982

Wherever used herein, the term "party" shall include the heirs, personal representatives, successors and / or assigns of the respective parties hereto; the use of the singular number shall include the plural, and the plural the singular; the use of any gender shall include all genders.

Between DR. PHILLIPS, INC.,
a corporation existing under the laws of the State of Florida,
having its principal place of business in the County of Orange
State of Florida party of the first part, and

BAYS EDGE GROUP, LTD., a Florida Limited Partnership, 930 Woodcock
Road, Orlando,
of the County of Orange and State of Florida
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of
the sum of Ten (\$10.00) ----- Dollars,
to it in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said party of the second part
forever, the following described land, situate, lying and being in the County of
Orange, State of Florida, to wit:

As set forth in the attached Schedule A, subject
to easements and rights-of-way of record or use,
and subject to the "Restrictions" attached hereto
consisting of two pages marked Schedule B.

And the said party of the first part does hereby fully warrant the title to said land,
and will defend the same against the lawful claims of all persons whomsoever,
except for taxes subsequent to December 31, 1981.

In Witness Whereof, the said party of the first part has
caused these presents to be signed in its name by its President,
and its corporate seal to be affixed, attested by its
the day and year above written.

(Corporate Seal)
Attest: D. L. Baumgardner
D. L. Baumgardner, Secretary
Signed, Sealed and Delivered in our Presence:

DR. PHILLIPS, INC.
By H. E. Johnson
H. E. Johnson, President.

Margaret Rock
State of Florida,

County of ORANGE

I HEREBY CERTIFY, That on this 2nd day of June A.D. 1982,
before me personally appeared H. E. Johnson and
D. L. Baumgardner, President and Secretary
respectively of Dr. Phillips, Inc., a corporation
under the laws of the State of Florida, to me known to be the
persons described in and who executed the foregoing conveyance to

Bays Edge Group, Ltd., a Florida Limited Partnership,
and severally acknowledged the execution thereof to be their free act and deed as
such officers, for the uses and purposes therein mentioned; and that they affixed
thereto the official seal of said corporation, and the said instrument is the act and
deed of said corporation.

WITNESS my signature and official seal at Orlando
in the County of Orange and State of Florida, the day and
year last aforesaid.

This instrument prepared by:
R. A. Simon
P. O. Box 3753, Orlando, FL 32802

Notary Public
My Commission Expires

1796217 ORANGE
CO., FL

JUN 4 1 53 PM '82

O.R.

3285

2004

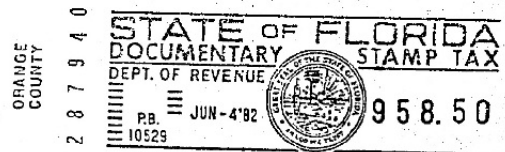
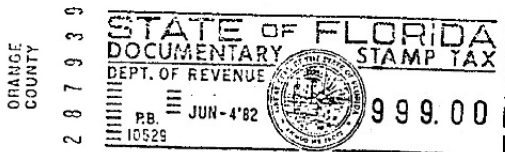
Return to: Vandenberg, Gay + Burke (PER)
16 South Magnolia
Orlando, FL 32808

SCHEDULE A

DESCRIPTION

From the SE corner of SW 1/4 of Section 26, Township 23 South, Range 28 East, Orange County, Florida, run N 00°02'59" E. along the East line of said SW 1/4 a distance of 60.00 feet to the North right of way line of Sand Lake Road, thence N 89°45'11" W along said right of way a distance of 50.00 feet, thence N 00°02'59" E a distance of 175.00 feet for the Point of Beginning, thence North 75°00'30" W a distance of 115.66 feet, thence N 18°26'05" E a distance of 31.62 feet, thence N 28°53'11" W a distance of 33.12 feet, thence N 78°09'28" W a distance of 63.35 feet, thence S 75°24'12" W a distance of 99.20 feet, thence N 54°07'48" W a distance of 160.42 feet, thence N 75°03'04" W a distance of 426.43 feet, thence N 12°31'43" E a distance of 110.64 feet, thence N 05°31'39" W a distance of 62.29 feet, thence N 71°15'51" W a distance of 40.00 feet, thence run S 78°08'10" W a distance of 63.83 feet, thence run N 18°44'09" E a distance of 1656.46 feet, thence S 89°55'37" E a distance of 419.75 feet to a point on the aforesaid East line of SW 1/4 of Section 26 which is 400.00 feet South of the NE corner of said SW 1/4, thence S 00°02'59" W along said East line of SW 1/4 a distance of 2019.01 feet; thence N 89°45'11" W a distance of 50.00 feet, to the Point of Beginning, containing 30.6788 acres; (approximately 7.96 acres of land); subject to a sanitary sewer easement over the southerly portion thereof.

DWB



RESTRICTIONS

1. The name "Dr. Phillips, Florida" shall be an integral part of the name of each plat placed of record or, in the alternative, name of the plat will be stated followed by the words "Dr. Phillips, Orange County, Florida."

2. The Grantee agrees in accepting title to the property not to initiate or support a change in the name of the area from that of Dr. Phillips, Florida. "Grantee," wherever referred to in these restrictions, shall mean and refer to the record owner whether a natural person or persons, partnership or corporation, of a fee simple title to any Lot or Parcel which is a part of the Property, or to any portion or portions of the Property, but excluding those having such an interest merely as a security for the performance.

3. The Grantee agrees in accepting title to the Property not to initiate or support a change in zoning which would allow any use other than residential.

4. The Grantee agrees to cooperate in reestablishing a post office at Dr. Phillips, Florida, if requested, and if it is reestablished, the Grantee will use Dr. Phillips, Florida for its mailing address and will not initiate or support a change in the name thereof.

5. The Grantee agrees to use the Property only for residential purposes. Each residential unit shall contain a minimum of 1,800 square feet of living area exclusive of patios, porches, garages and storerooms. Density shall not exceed fifty-eight (58) dwelling units.

6. No retail or wholesale business of any nature or sale of services or skills will be conducted on or from the Property except for such uses as are normally part of a condominium complex to support the complex, such as a maintenance office or providing laundry facilities.

7. Plats or subdivisions of the Property must be approved by Dr. Phillips, Inc. or its successors or assigns prior to recording thereof.

8. No septic tanks or other similar devices for disposition of sanitary sewer type waste shall be installed or used or permitted to be installed or used on any lot or the Property.

9. No well for the production of water shall be installed or permitted to be installed or used on a Lot or the Property except for a shallow well to be used solely for irrigation of lawns, shrubs and plants. Pumping of water from any lake or stream adjacent to or near a Lot or the Property is hereby prohibited.

10. All refuse containers, oil tanks and bottled gas tanks shall be placed underground or placed in concealed areas within the Lot.

11. Areas used for the storage and/or parking of boats, recreational vehicles, trucks, hanging of clothes, storage of garbage and refuse receptacles will be screened from visibility to the street, other Lots or any portion of the Property.

omg

12. The Property shall not be increased in size by filling any body of water on which the Property abuts without the written consent of the Grantor.

13. No noxious or offensive activity shall be carried on upon the Property, nor shall anything be done on the Property that may become an annoyance or nuisance to the area.

14. In the event the Grantee fails to commence construction of an approved facility within eighteen (18) months from the date hereof, the Grantor shall have the right and option to repurchase the Property in accordance with the repurchase option set forth in the Agreement of Sale and Purchase entered into between Grantor and Grantee on January 22, 1982. The Commencement of Construction shall be defined as set forth in said Agreement of Sale and Purchase.

15. In the event the Buyer transfers Buyer's interest to any entity in which Buyer does not retain at least a seventy-five percent (75%) voting interest prior to commencement of construction of improvements on the Property, then the Seller shall have the right and option to repurchase the Property in accordance with the repurchase option set forth in the above referenced Agreement of Sale and Purchase.

16. These Covenants and Restrictions are to run with the land and shall be binding on all parties, grantees, and all persons claiming under them for a period of thirty (30) years from the date of the deed from Dr. Phillips, Inc. to Grantee. Dr. Phillips, Inc. hereby reserves the right to enforce, alter, amend, change, modify or cancel any of the restrictions herein established and may assign any or all of its rights to a third party, provided that any alteration, amendment, change, modification, or cancellation of these Covenants and Restrictions shall be subject to the written approval of the Buyer, its successors, and assigns.

DRB

17. Grantor shall have the right to approve any and all improvements to the property in accordance with the provisions of the Agreement of Sale and Purchase entered into between Grantor and Grantee on January 22, 1982.

DRB

RECORDED & RECORD VERIFIED

Thomas H. Fisher

County Comptroller, Orange Co., Fla

DEED OF EASEMENT

THE UNDERSIGNED OWNER(S) OF THE PREMISES HERE DESCRIBED ("GRANTOR"), FOR AND IN CONSIDERATION OF TEN DOLLARS (\$10.00) AND OTHER GOOD AND VALUABLE CONSIDERATION, THE ADEQUACY AND RECEIPT OF WHICH ARE ACKNOWLEDGED, HEREBY GRANT, SELL AND CONVEY TO SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY, A GEORGIA CORPORATION, AUTHORIZED TO DO BUSINESS IN FLORIDA, WHOSE POST OFFICE ADDRESS IS 20A53 SOUTHERN BELL CENTER, ATLANTA, GEORGIA 30375, ITS SUCCESSORS, ASSIGNS AND AFFILIATED AND ASSOCIATED COMPANIES ("GRANTEE"), AN EXCLUSIVE EASEMENT FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF:

1. TELECOMMUNICATIONS ELECTRICAL EQUIPMENT STRUCTURE(S) COMMONLY DESCRIBED AS CONTROLLED ENVIRONMENTAL VAULT OR SUBSTANTIALLY SIMILAR EQUIPMENT STRUCTURES;
2. BURIED CABLES AND WIRES, CABLE TERMINALS, MARKERS, SPLICING BOXES AND PEDESTALS;
3. CONDUIT, MANHOLES, UNDERGROUND CABLES AND WIRES;
4. OTHER AMPLIFIERS, BOXES, APPURTENANCES OR DEVICES;

AS WELL AS APPURTENANT FACILITIES REASONABLY REQUIRED FOR THE SUPPORT, USE, OPERATION AND MAINTENANCE OF SUCH EQUIPMENT STRUCTURES TO BE INSTALLED FROM TIME TO TIME WITH THE RIGHT TO RECONSTRUCT, IMPROVE, ADD TO, ENLARGE AND REMOVE THE SAME ON, IN OR OVER THE PREMISES DESCRIBED AS SHOWN HEREON.

GRANTEE MAY ALLOW ANY OTHER PERSON TO CONSTRUCT WIRES OR LAY CABLE OR CONDUIT WITHIN THE PREMISES FOR WATER, COMMUNICATIONS OR ELECTRIC POWER TRANSMISSION OR DISTRIBUTION. GRANTEE SHALL HAVE THE RIGHT OF INGRESS, EGRESS AND REGRESS TO AN UPON SAID PREMISES AT ALL TIMES FOR THE PURPOSES OF INSTALLING, CONSTRUCTING, OPERATING, INSPECTING, MAINTAINING AND REPAIRING ITS FACILITIES. THE GRANTEE SHALL HAVE THE RIGHT TO CLEAR AND KEEP THE PREMISES CLEAR OF ALL TREES, UNDERGROWTH OR OTHER OBSTRUCTIONS AND TO TRIM, CUT AND KEEP TRIMMED AND CUT ALL DEAD, WEAK, LEANING OR DANGEROUS TREES OR LIMBS OUTSIDE THE PREMISES WHICH MIGHT INTERFERE WITH THE LINES OR SYSTEMS OF COMMUNICATION OR ELECTRIC POWER SERVING THE GRANTEE.

THE GRANT OF THIS EASEMENT SHALL IN NO WAY RESTRICT THE RIGHT AND INTEREST OF THE GRANTOR IN THE USE, MAINTENANCE AND QUIET ENJOYMENT OF THE PREMISES TO THE EXTENT THAT SUCH USE DOES NOT INTERFERE WITH THE RIGHTS GRANTED HEREIN. ANY AD VALOREM TAXES ACCRUING FROM GRANTEE'S IMPROVEMENTS SHALL BE CHARGEABLE TO AND PAID BY GRANTEE WHEN DUE IF SEPARATELY ASSESSED BY THE TAXING AUTHORITY AS PERSONAL OR REAL PROPERTY OF GRANTEE. THE GRANTEE SHALL BE LIABLE FOR PERSONAL INJURIES AND DAMAGE TO REAL OR PERSONAL PROPERTY THAT MAY RESULT FROM ITS USE OF THE PREMISES, AND SHALL INDEMNIFY THE GRANTOR IN THE EVENT GRANTOR IS REQUIRED TO PAY ANY CLAIM ARISING FROM SAID USE BY GRANTEE.

THIS EASEMENT SHALL RUN WITH THE LAND IN PERPETUITY AND SHALL BE BINDING ON AND SHALL INURE TO THE BENEFITS OF THE PARTIES HERETO, THEIR SUCCESSORS OR ASSIGNS.

GRANTOR COVENANTS THAT HE IS THE FEE SIMPLE OWNER OF THE PREMISES, HAS FULL RIGHT, TITLE AND CAPACITY TO GRANT THIS EASEMENT, THAT THE PROPERTY IS FREE AND CLEAR OF ANY ENCUMBRANCES OR LIENS OF WHATSOEVER CHARACTER AND THAT IT WILL DEFEND THE SAME AGAINST THE CLAIMS OF ALL PARTIES.

FROM: BAYS EDGE GROUP, LTD.

TO: SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY

O.R. 3630 PG 1298

X

IN WITNESS WHEREOF, THE UNDERSIGNED GRANTOR HAS EXECUTED
THIS DEED OF EASEMENT, THIS 5TH DAY OF FEBRUARY, 1985

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

GRANTOR:

WITNESS:

Gei A. Pinion

JACK P. MOSKOS
(TYPE OR PRINT)

WITNESS:

Kathryn C. Sianina

GENERAL PARTNER
(TITLE)
BAYS EDGE GROUP LTD.

ACKNOWLEDGMENT

STATE OF FLORIDA

COUNTY OF ORANGE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME, THIS 5TH
DAY OF FEBRUARY, 1985, BY JACK P. MOSKOS

GENERAL PARTNER

BAYS EDGE GROUP LTD.

CURVE RADIUS

Gei A. Pinion
NOTARY PUBLIC

C1	30.15	51
C2	25.09	70
C3	74.03	30
C4	27.03	70
C5	74.06	35
C6	40.15	44
C7	35.09	70
C8	81.03	26
C9	17.03	70
C10	84.06	35
C11	35.15	48
C12	30.09	70
C13	79.03	28
C14	22.03	70
C15	79.06	35

(OFFICIAL SEAL)

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES MY COMMISSION EXPIRES FEB. 22, 1986
BONDED THROUGH MUROSKI-ASHTON, INC.

THIS INSTRUMENT PREPARED BY:

GROVER DINGUS, JR., SURVEYING & MAPPING

LINE	BEARING	DISTANCE
L1	N 6°31'33" E	10.13
L2	N 6°31'33" E	13.39
L3	N 88°13'16" E	7.32
L4	S 55°47'54" E	25.37
L5	S 55°47'54" E	25.37
L6	N 6°31'33" E	11.66
L7	N 88°13'16" E	3.42
L8	S 55°47'54" E	25.37
L9	N 0°26'44" W	20.00
L10	N 89°33'16" E	25.00
L11	S 0°26'44" E	25.00
L12	S 89°33'16" W	25.00
L13	N 0°26'44" W	5.00

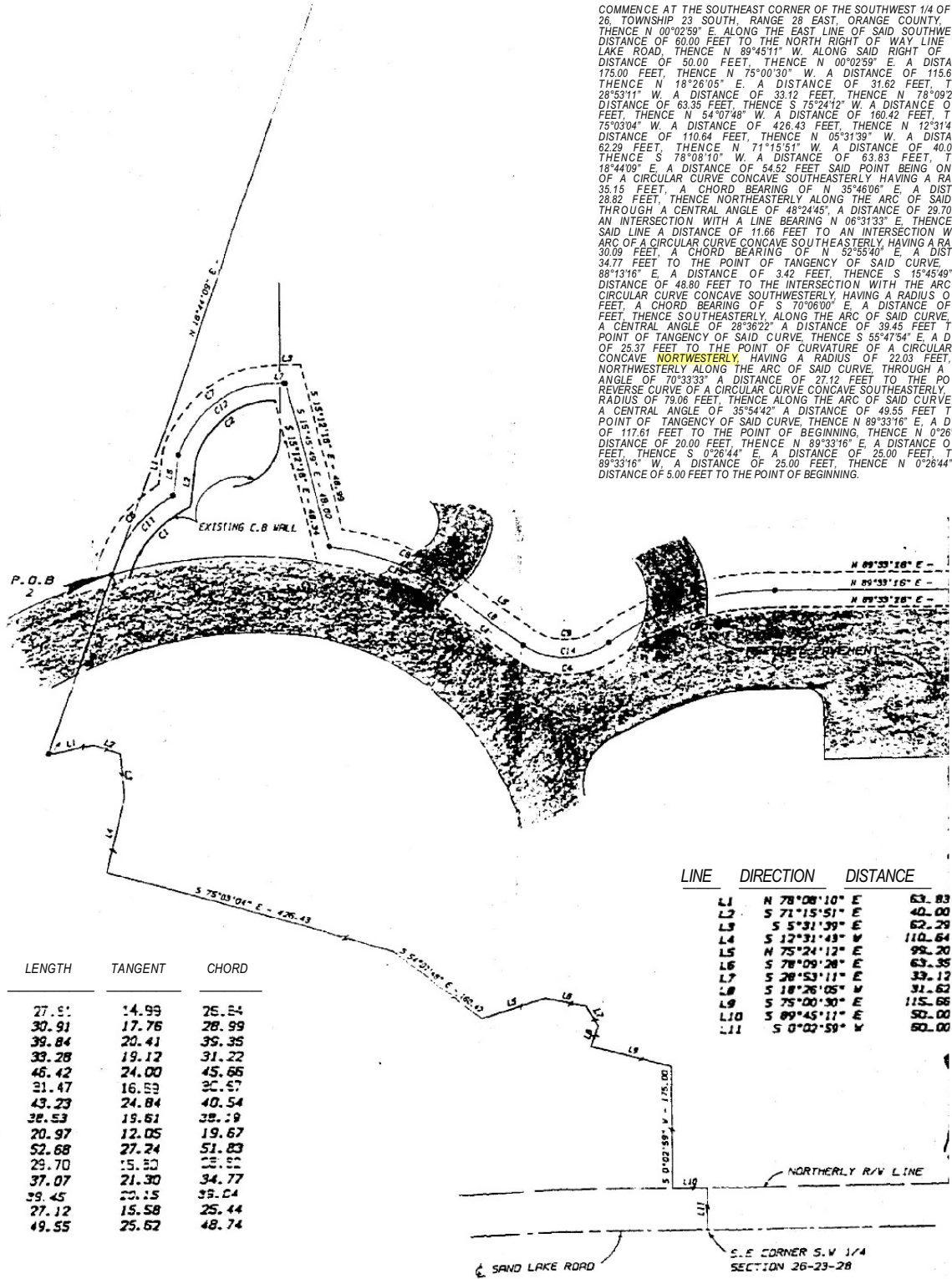


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DESCRIPTION 1

A 25 FEET BY 25 FEET WIDE UTILITY EASEMENT

COMMENCE AT THE SOUTHWEST CORNER OF THE SOUTHWEST 1/4 OF TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA. THENCE N 00°02'59" E. ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 OF TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SAND LAKE ROAD. THENCE N 89°45'11" W. ALONG SAID RIGHT OF WAY LINE OF SAND LAKE ROAD, A DISTANCE OF 50.00 FEET. THENCE N 00°02'59" E. A DISTANCE OF 175.00 FEET. THENCE N 75°00'30" W. A DISTANCE OF 115.66 FEET. THENCE N 18°26'05" E. A DISTANCE OF 31.62 FEET. THENCE N 28°53'11" W. A DISTANCE OF 33.12 FEET. THENCE N 78°09'02" E. A DISTANCE OF 63.35 FEET. THENCE S 75°24'12" W. A DISTANCE OF 95.20 FEET. THENCE N 54°07'48" W. A DISTANCE OF 180.42 FEET. THENCE N 75°03'04" W. A DISTANCE OF 426.43 FEET. THENCE N 12°31'4" E. A DISTANCE OF 110.64 FEET. THENCE N 05°31'39" W. A DISTANCE OF 62.29 FEET. THENCE N 71°15'51" W. A DISTANCE OF 40.00 FEET. THENCE S 78°09'10" W. A DISTANCE OF 53.83 FEET. THENCE N 18°44'09" E. A DISTANCE OF 54.32 FEET. SAID POINT BEING ON OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.15 FEET, A CHORD BEARING OF N 35°46'06" E. A DISTANCE OF 28.82 FEET. THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 48°24'45". A DISTANCE OF 29.70 FEET. AN INTERSECTION WITH A LINE BEARING N 06°31'33" E. THENCE SAID LINE A DISTANCE OF 11.66 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 30.09 FEET, A CHORD BEARING OF N 52°55'40" E. A DISTANCE OF 34.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE. THENCE N 88°13'16" E. A DISTANCE OF 3.42 FEET. THENCE S 15°45'49" E. A DISTANCE OF 48.80 FEET TO THE INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY HAVING A RADIUS OF 30.09 FEET, A CHORD BEARING OF S 70°06'00" E. A DISTANCE OF 34.77 FEET. THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 28°36'22". A DISTANCE OF 39.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE. THENCE S 55°47'54" E. A DISTANCE OF 25.37 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 22.03 FEET, NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 70°33'33". A DISTANCE OF 27.12 FEET TO THE POINT OF REVERSE CURVE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 79.06 FEET. THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°54'42". A DISTANCE OF 49.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE. THENCE N 89°33'16" E. A DISTANCE OF 117.61 FEET TO THE POINT OF BEGINNING. THENCE N 0°26'02" E. A DISTANCE OF 20.00 FEET. THENCE N 89°33'16" E. A DISTANCE OF 50.00 FEET. THENCE S 0°26'44" E. A DISTANCE OF 25.00 FEET. THENCE N 0°26'44" E. A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.



LINE	DIRECTION	DISTANCE
L1	N 78°08'10" E	63.83
L2	S 71°15'51" E	40.00
L3	S 5°31'39" E	62.29
L4	S 12°31'43" W	110.64
L5	N 75°24'12" E	95.20
L6	S 78°09'02" E	63.35
L7	S 28°53'11" E	33.12
L8	S 18°26'05" W	31.62
L9	S 75°00'30" E	115.66
L10	S 89°45'11" E	50.00
L11	S 0°02'59" W	60.00

CURVE	RADIUS	DELTA	LENGTH	TANGENT	CHORD
C1	30.15	52°55'12"	27.91	14.99	26.24
C2	25.09	70°35'12"	30.91	17.76	28.99
C3	74.03	30°50'01"	39.84	20.41	39.35
C4	27.03	70°33'33"	33.28	19.12	31.22
C5	74.06	35°54'42"	46.42	24.00	45.66
C6	40.15	44°54'17"	31.47	16.59	30.57
C7	35.09	70°35'12"	43.23	24.84	40.54
C8	81.03	26°16'15"	38.53	19.51	38.19
C9	17.03	70°33'33"	20.97	12.05	19.67
C10	84.06	35°54'42"	52.68	27.24	51.83
C11	35.15	48°24'45"	29.70	15.50	29.50
C12	30.09	70°35'12"	37.07	21.30	34.77
C13	79.03	28°35'11"	39.45	20.15	35.04
C14	22.03	70°33'33"	27.12	15.58	25.44
C15	79.06	35°54'42"	49.55	25.52	48.74

CERTIFICATE:

I HEREBY CERTIFY THIS SURVEY CONFORMS TO THE TECHNICAL STANDARDS FOR LAND SURVEYS AS SET FORTH BY THE FLORIDA BOARD OF LAND SURVEYORS PURSUANT TO SECTION 472.027 FLORIDA STATUTES AND SAID SURVEY IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GROVER DUNN, JR.
FLORIDA SURVEYORS' CERTIFICATE NO. 2423

DESCRIPTION 1

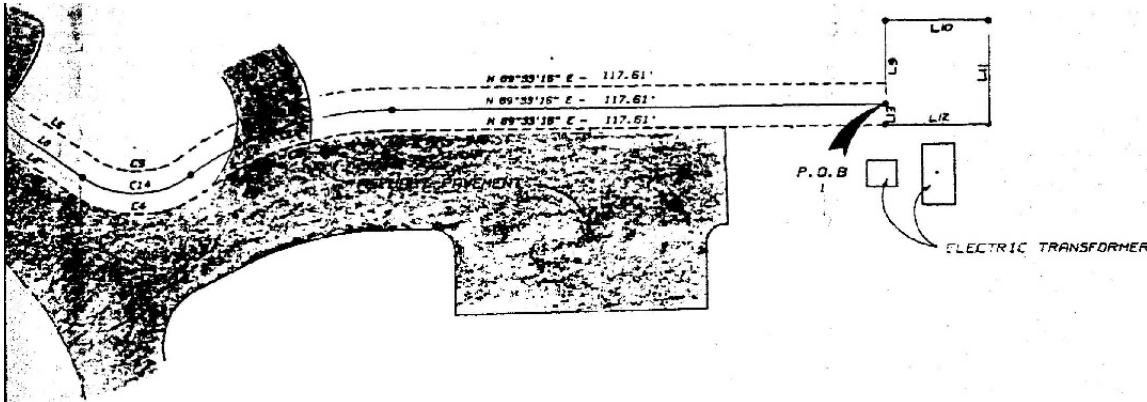
A 25 FEET BY 25 FEET WIDE UTILITY EASEMENT

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE N 00°02'59" E. ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SAND LAKE ROAD, THENCE N 89°45'11" W. ALONG SAID RIGHT OF WAY A DISTANCE OF 50.00 FEET, THENCE N 00°02'59" E. A DISTANCE OF 175.00 FEET, THENCE N 75°00'30" W. A DISTANCE OF 115.66 FEET, THENCE N 18°26'05" E. A DISTANCE OF 31.62 FEET, THENCE N 28°53'11" W. A DISTANCE OF 33.12 FEET, THENCE N 78°09'28" W. A DISTANCE OF 63.35 FEET, THENCE S 75°24'12" W. A DISTANCE OF 99.20 FEET, THENCE N 54°07'48" W. A DISTANCE OF 160.42 FEET, THENCE N 75°03'04" W. A DISTANCE OF 426.43 FEET, THENCE N 12°31'43" E. A DISTANCE OF 110.64 FEET, THENCE N 05°31'39" W. A DISTANCE OF 62.29 FEET, THENCE N 71°15'51" W. A DISTANCE OF 40.00 FEET, THENCE S 78°08'10" W. A DISTANCE OF 63.83 FEET, THENCE N 18°44'09" E. A DISTANCE OF 54.52 FEET SAID POINT BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.15 FEET, A CHORD BEARING OF N 35°46'06" E. A DISTANCE OF 28.82 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°24'45", A DISTANCE OF 29.70 FEET TO AN INTERSECTION WITH A LINE BEARING N 06°31'33" E. THENCE ALONG SAID LINE A DISTANCE OF 11.66 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.09 FEET, A CHORD BEARING OF N 52°55'40" E. A DISTANCE OF 34.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE N 88°13'16" E. A DISTANCE OF 3.42 FEET, THENCE S 15°45'49" E. A DISTANCE OF 48.80 FEET TO THE INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.03 FEET, A CHORD BEARING OF S 70°06'00" E. A DISTANCE OF 39.04 FEET, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°36'22" A DISTANCE OF 39.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE S 55°47'54" E. A DISTANCE OF 25.37 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE **NORTHWESTERLY**, HAVING A RADIUS OF 22.03 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°33'33" A DISTANCE OF 27.12 FEET TO THE POINT OF REVERSE CURVE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 79.06 FEET, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°54'42" A DISTANCE OF 49.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE N 89°33'16" E. A DISTANCE OF 117.61 FEET TO THE POINT OF BEGINNING, THENCE N 0°26'44" W. A DISTANCE OF 20.00 FEET, THENCE N 89°33'16" E. A DISTANCE OF 25.00 FEET, THENCE S 89°33'16" W. A DISTANCE OF 25.00 FEET, THENCE N 0°26'44" W. A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

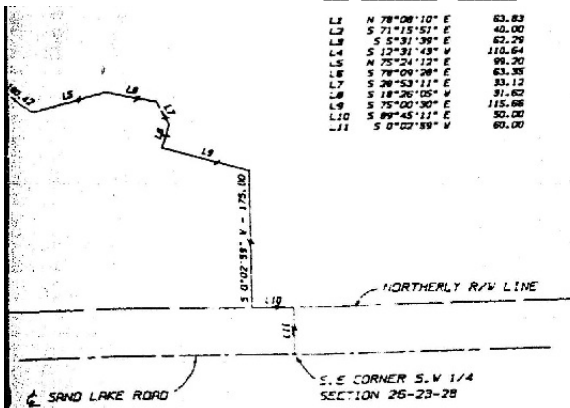
DESCRIPTION 2

A 10 FEET WIDE UTILITY EASEMENT LYING 5 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA, THENCE N 00°02'59" E. ALONG THE EAST LINE OF SAID SOUTHWEST 1/4 A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT OF WAY LINE OF SAND LAKE ROAD, THENCE N 89°45'11" W. ALONG SAID RIGHT OF WAY A DISTANCE OF 50.00 FEET, THENCE N 00°02'59" E. A DISTANCE OF 175.00 FEET, THENCE N 75°00'30" W. A DISTANCE OF 115.66 FEET, THENCE N 18°26'05" E. A DISTANCE OF 31.62 FEET, THENCE N 28°53'11" W. A DISTANCE OF 33.12 FEET, THENCE N 78°09'28" W. A DISTANCE OF 63.35 FEET, THENCE S 75°24'12" W. A DISTANCE OF 99.20 FEET, THENCE N 54°07'48" W. A DISTANCE OF 160.42 FEET, THENCE N 75°03'04" W. A DISTANCE OF 426.43 FEET, THENCE N 12°31'43" E. A DISTANCE OF 110.64 FEET, THENCE N 05°31'39" W. A DISTANCE OF 62.29 FEET, THENCE N 71°15'51" W. A DISTANCE OF 40.00 FEET, THENCE S 78°08'10" W. A DISTANCE OF 63.83 FEET, THENCE N 18°44'09" E. A DISTANCE OF 54.52 FEET TO THE POINT OF BEGINNING, SAID POINT BEING ON THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 35.15 FEET, A CHORD BEARING OF N 35°46'06" E. A DISTANCE OF 28.82 FEET, THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 48°24'45", A DISTANCE OF 29.70 FEET TO AN INTERSECTION WITH A LINE BEARING N 06°31'33" E. THENCE ALONG SAID LINE A DISTANCE OF 11.66 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.09 FEET, A CHORD BEARING OF N 52°55'40" E. A DISTANCE OF 34.77 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE N 88°13'16" E. A DISTANCE OF 3.42 FEET, THENCE S 15°45'49" E. A DISTANCE OF 48.80 FEET TO THE INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 79.03 FEET, A CHORD BEARING OF S 70°06'00" E. A DISTANCE OF 39.04 FEET, THENCE SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 28°36'22" A DISTANCE OF 39.45 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE S 55°47'54" E. A DISTANCE OF 25.37 FEET TO THE POINT OF CURVATURE OF A CIRCULAR CURVE CONCAVE **NORTHWESTERLY**, HAVING A RADIUS OF 22.03 FEET, THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 70°33'33" A DISTANCE OF 27.12 FEET TO THE POINT OF REVERSE CURVE OF A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 79.06 FEET, THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 35°54'42" A DISTANCE OF 49.55 FEET TO THE POINT OF TANGENCY OF SAID CURVE, THENCE N 89°33'16" E. A DISTANCE OF 117.61 FEET TO THE TERMINUS OF THIS DESCRIPTION.



LINE	DIRECTION	DISTANCE
L1	N 78°08'10" E	63.83
L2	S 71°15'51" E	40.00
L3	S 5°31'39" E	62.29
L4	S 12°31'43" E	110.64
L5	N 75°24'12" E	99.20
L6	S 78°09'28" E	63.35
L7	S 28°53'11" E	33.12
L8	S 18°26'05" E	31.62
L9	S 75°00'30" E	115.66
L10	S 89°33'16" E	92.00
L11	S 0°02'59" W	60.00



RECORDED & RECORD VERIFIED

County Comptroller, Orange Co., Fla

Return to:			BOUNDARY SURVEY FOR: SOUTHERN BELL		
GROVER DINGUS, JR. Surveying and Mapping			SCALE: 20 FEET/INCH	APPROVED BY: GD	DRAWN BY: KB
711 East Oak Ridge Road Orlando, Florida 32809 305/855-7740			DATE: DECEMBER 21, 1984	DEED ADDED	REVISED BY: RB 1-31-85
BAY VIEW NORTH HP 4A 244G					
			PAGE NO. 1	DRAWING NO. 84138	

DEED OF EASEMENT

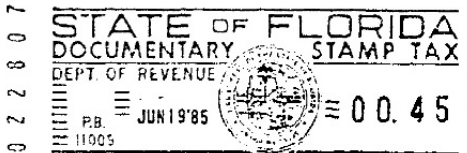
THIS Deed of Easement, made this 3rd day of October, 1984, by
Bays Edge Group Ltd. whose
address is 930 Woodcock Road, Orlando, Florida 32803
(hereinafter referred to as "Grantor") to SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY, a Georgia corporation, having its principal place of business
at 20A53 Southern Bell Center, Atlanta, Georgia 30375 (hereinafter referred
to as "Grantee");

WITNESSETH, THAT

45 WHEREAS, the Grantee desires to construct and place a telecommunications
equipment building or facility on the following described property:

Beginning 235 feet North and 50 feet West of the Southeast
Corner of the Southwest Quarter of Section 26, Township 23S,
Range 28E: run North 25 feet, then East 25 feet, then South
25 feet, then West 25 feet to the Point of Beginning; said
easement being part of Parcel 53 as described in the Official
Record 3285/2004 of Orange County, Florida; and as shown on
the attached sketch.

SEE EXHIBIT "A"



WHEREAS, Grantor agrees to grant an Easement to Grantee which will
allow construction and placement of such building or facility on the Property;

(as described above, a part of Bay View Reserve development)

NOW, THEREFORE, for and in consideration of the premises hereof,
ten (10) and no/100 dollars

and other good and valuable consideration, Grantor does hereby grant to Grantee,
its successors and assigns (including its allied and associated companies), an
exclusive Easement to construct, place, operate and maintain a telecommunications
equipment building or facility on that certain piece, parcel or tract of land,
situate, lying and being in the County of Orange and State of Florida,
specifically described above.

This Easement is subject to the following conditions:

1. The Grantee shall have the right to enter upon the above
described property to erect, construct, place, reconstruct, replace, remove,
maintain, and use said telecommunications equipment building or facility
and associated communications equipment and systems and all associated
appurtenances;

2. The grant of this Easement shall in no way restrict the
right and interest of the Grantor in the use and quiet enjoyment of Grantor's
adjacent land;

3. The Grantee shall be liable for personal injuries and damage
to real or personal property that may result from its use of the above
described property, and shall indemnify the Grantor in the event Grantor is
required to pay any claim arising from said use by Grantee;

4. This Easement shall run with the land in perpetuity and shall be binding on and shall inure to the benefits of the parties hereto, their successors or assigns;

5. The Grantee shall maintain the facility, landscaping and all other improvements on the property in a neat, clean and sanitary condition, in good order and repair and in accordance with all governmental requirements;

6. The Grantor covenants that it is the owner of the above described Property, and that said Property is free and clear of any encumbrances or liens of whatsoever character.

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name on the date first above set forth.

Signed and delivered
in the presence of:

Grantor: Bays Edge Group Ltd.
930 Woodcock Road
Orlando, Fla. 32803

Stan Hedges
William Q. Fitzsimmons

By: James B. McLean
General Partner

STATE OF

COUNTY OF

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, JACK P. MOSKOS, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal said State and County this 4th day of OCTOBER, A.D. 19 84.

Geri Ann Paxton
Notary Public

My Commission expires

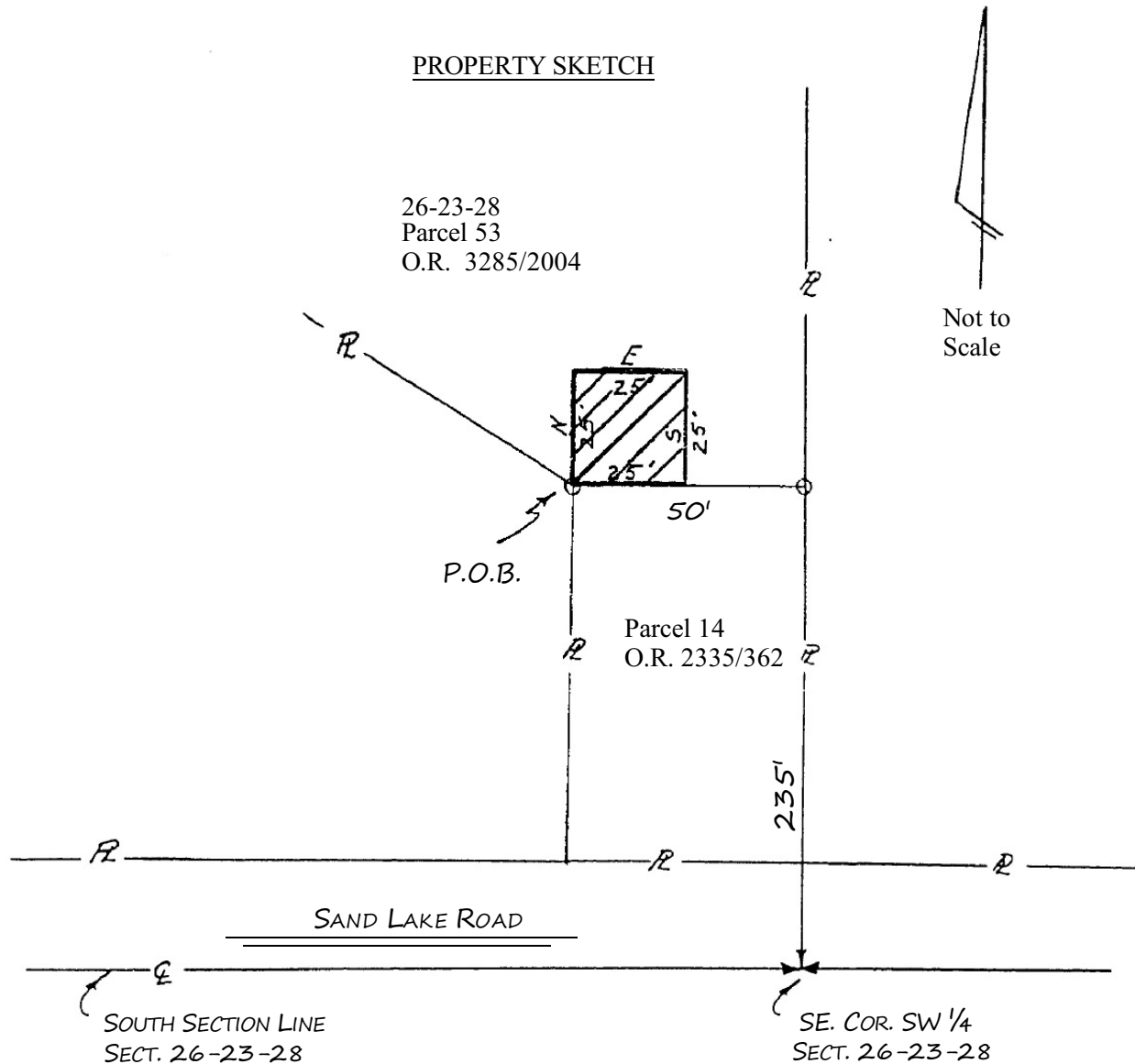
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 22, 1986
BONDED THROUGH MUROSKI-ASHTON, INC.

PREPARED BY:
BYERS ENGINEERING CO.
5025 S. ORANGE AVE.
SUITE E
ORLANDO, FL. 32805

Grover Dingus, Jr.
711 East Oak Ridge Rd.
Orlando Fla 32809

EXHIBIT "A" OF DEED OF EASEMENT BETWEEN SOUTHERN BELL
TELEPHONE COMPANY AND BAY'S EDGE GROUP LTD.

PROPERTY SKETCH



LEGAL DESCRIPTION

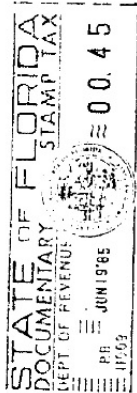
Beginning 235 feet North and 50 feet West of the Southeast Corner of the Southwest Quarter of Section 26, Township 23S, Range 28E; run North 25 feet, then East 25 feet, then South 25 feet, then West 25 feet to the Point of Beginning; said easement being part of Parcel 53 as described in the Official Record 3285/2004 of Orange County, Florida.

RECORDED & RECORD VERIFIED

Thomas H. Fisher

County Comptroller, Orange Co., Fla

SERIAL NO. 10067

DEED OF EASEMENTAPPROVED BY THE BOARD OF COUNTY
COMMISSIONERS AT THEIR MEETINGOCT 22 1984

805220

THIS Deed of Easement, made this 23RD day of October, 1984, by
The Orange County Board of County Commissioners whose
address is 65 East Central Blvd., Orlando, Florida 32802
(hereinafter referred to as "Grantor") to SOUTHERN BELL TELEPHONE AND
TELEGRAPH COMPANY, a Georgia corporation, having its principal place of business
at 20A53 Southern Bell Center, Atlanta, Georgia 30375 (hereinafter referred
to as "Grantee");

WITNESSETH, THAT

WHEREAS, the Grantee desires to construct and place a telecommunications
equipment building or facility on the following described property:

Beginning 235 feet North and 50 feet West of the Southeast
Corner of the Southwest Quarter of Section 26, Township 23S,
Range 28E; running North 25 feet, then East 25 feet, then
South 25 feet, then West 25 feet to the Point of Beginning;
said easement being part of Parcel 53 as described in the
Official Record 3285/2004 of Orange County Florida and
recorded seperately from this instrument;

EXHIBIT

See

and Whereas, the Grantee desires a ten (10) foot utility and
access easement across the Westerly 10 feet of Parcel 14;
located in Section 26, Township 23S, Range 28E, and described
in the Official Record 2335/362 of Orange County Florida as;
The East 50 feet of the South 235 feet of the
West half of Section 26-23-28; less Public Right-of-Way
to the South, (and as shown on the attached sketch);
said property being part of the Public Lands of Orange County,
Florida.

WHEREAS, Grantor agrees to grant an Easement to Grantee which will
allow construction and placement of such building or facility on the Property;

AS FIRST DESCRIBED ABOVE,

NOW, THEREFORE, for and in consideration of the premises hereof,
ten (10) and no/100 Dollars,

and other good and valuable consideration, Grantor does hereby grant to Grantee,
its successors and assigns (including its allied and associated companies), an
exclusive Easement to construct, place, operate and maintain a telecommunications
equipment building or facility on that certain piece, parcel or tract of land,
situate, lying and being in the County of ORANGE and State of Florida,
specifically described above.

This Easement is subject to the following conditions:

1. The Grantee shall have the right to enter upon the above
described property to erect, construct, place, reconstruct, replace, remove,
maintain, and use said telecommunications equipment building or facility
and associated communications equipment and systems and all associated
appurtenances;

2. The grant of this Easement shall in no way restrict the
right and interest of the Grantor in the use and quiet enjoyment of Grantor's
adjacent land;

3. The Grantee shall be liable for personal injuries and damage
to real or personal property that may result from its use of the above
described property, and shall indemnify the Grantor in the event Grantor is
required to pay any claim arising from said use by Grantee;

4. This Easement shall run with the land in perpetuity and shall be binding on and shall inure to the benefits of the parties hereto, their successors or assigns;

5. The Grantee shall maintain the facility, landscaping and all other improvements on the property in a neat, clean and sanitary condition, in good order and repair and in accordance with all governmental requirements;

6. The Grantor covenants that it is the owner of the above described Property, and that said Property is free and clear of any encumbrances or liens of whatsoever character, ~~excepting that certain mortgage which has been made subordinate to this Easement by the Subordination Agreement attached hereto as EXHIBIT A of this Easement.~~

IN WITNESS WHEREOF, the said Grantor has caused these presents to be signed in its name on the date first above set forth.

Signed and delivered
in the presence of:

Roy J. Fieding
Anita Smith

Grantor: Board of County
Commissioners
Orange County, Florida

By: Lo Treadway
Chairman

STATE OF

COUNTY OF

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Lou Treadway, to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal, said State and County this 23rd day of October, A.D. 19 84.

Chiu Le h DeLeon
Notary Public

My Commission expires _____

Prepared By:

BYERS ENGINEERING CO.
5025 S. ORANGE AV.
SUITE E
ORLANDO, FL. 32805

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES JAN. 25, 1986
BONDED THRU GENERAL INS. UNDERWRITERS

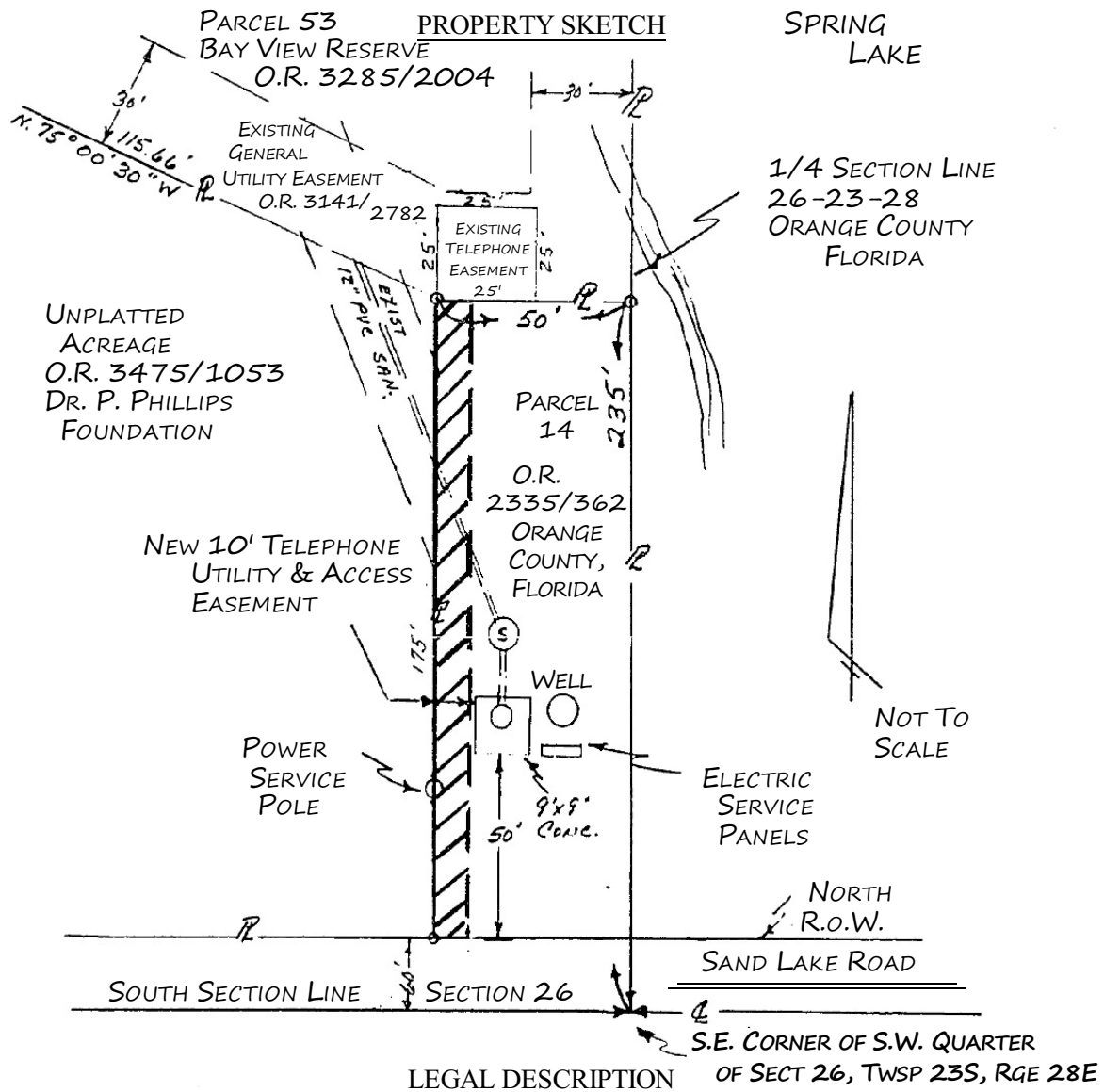
INEITA DINGUS

GROVER DINGUS, JR.
Surveying and Mapping



O.R. 3655 PG 330

EXHIBIT "A" OF DEED OF EASEMENT FROM ORANGE COUNTY
TO SOUTHERN BELL TELEPHONE & TELEGRAPH COMPANY



A ten (10) foot Utility Easement along the West line of Parcel 14; located in Section 26, Township 23S, Range 28E, and described in the Official Record Book 2335, Page 362, of ORANGE COUNTY, FLORIDA:

The East 50 feet of the South 235 feet of the West half of Section 26-23-28; less Public Right-of-Way to South.

RECORDED & RECORD VERIFIED

County Comptroller, Orange Co., Fla

DRAINAGE EASEMENT

THIS INDENTURE, made the 5th day of July, A.D. 1985 between BAYS EDGE GROUP, LTD., a Florida limited partnership of the County of Orange and State of Florida, GRANTOR, and DR. PHILLIPS COMMUNITY ASSOCIATION, INC., a corporation not for profit in the State of Florida, GRANTEE.

WITNESSETH, that the GRANTOR, in consideration of the sum of Ten Dollars (\$10.00) paid by the GRANTEE, the receipt whereof is hereby acknowledged, does hereby give and grant to the GRANTEE and its assigns an easement for drainage purposes with full authority to enter upon, construct and maintain, as the GRANTEE and its assigns may deem necessary, a drainage facility, as required by the South Florida Water Management District, or any other governing agency, over, under and upon the following described lands situate in Orange County aforesaid, to wit:

SEE ATTACHED SCHEDULE "A"

TO HAVE AND TO HOLD said right-of-way and easement unto said GRANTEE and its assigns forever.

The GRANTEE herein and its assigns shall have the right to clear and keep clear all trees, undergrowth and other obstructions that may interfere with normal operation or maintenance of the DRAINAGE FACILITIES, out of and away from said DRAINAGE FACILITIES, and the GRANTOR, his heirs, successors and assigns, agrees not to build, construct or create, nor permit others to build, construct or create any buildings or other structures on the herein granted easement that may interfere with the normal operation or maintenance of the drainage facilities.

IN WITNESS WHEREOF, the said GRANTOR has caused these presents to be signed in its name by its General Partner the day and year first above written.

Signed in the presence of:

BAYS EDGE GROUP, LTD.

James Brubaker
for sale
Beta A. Floyd
Frederic J. Lominna

By Jack P. Moskos
Jack P. Moskos
Annamarie P. Moskos
Annamarie P. Moskos, his wife,
as Tenants by The Entireties as
a General Partner

STATE OF FLORIDA
COUNTY OF ORANGE

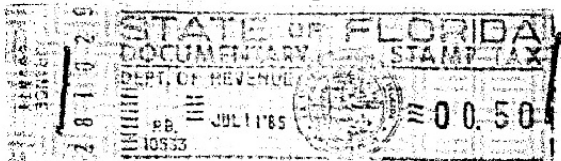
I HEREBY CERTIFY that on this 5th day of July, A.D., 1985 personally appeared JACK P. MOSKOS and ANNAMARIE P. MOSKOS, his wife, as a general partner of BAYS EDGE GROUP, LTD., a limited partnership existing under the laws of the State of Florida, to me known to be the individuals described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as General Partner thereunto duly authorized; and that said conveyance is the act and deed of said limited partnership.

WITNESS my signature and official seal at
in the County of Orange and State of Florida, the day and year last aforesaid:



Clara L. Caldwell
Notary Public

My Commission Expires: 11-27-'88



32802

P.O. Box 3753 - Orlando, Florida

Prepared By: J. W. Smart

c/o Dr. Phillips Community Association, Inc.

return

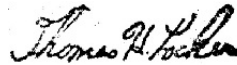
DRAINAGE EASEMENT

LEGAL DESCRIPTION

The East 280 feet of the following described property:

From the SE corner of SW 1/4 of Section 26, Township 23 South, Range 28 East, Orange County, Florida, run N 00°02'59" E. along the East line of said SW 1/4 a distance of 60.00 feet to the North right of way line of Sand Lake Road, thence N 89°45'11" W along said right of way a distance of 50.00 feet, thence N 00°02'59" E a distance of 175.00 feet for the Point of Beginning, thence North 75°00'30" W a distance of 115.66 feet, thence N 18°26'05" E a distance of 31.62 feet, thence N 28°53'11" W a distance of 33.12 feet, thence N 78°09'28" W a distance of 63.35 feet, thence S 75°24'12" W a distance of 99.20 feet, thence N 54°07'48" W a distance of 160.42 feet, thence N 75°03'04" W a distance of 426.43 feet, thence N 12°31'43" E a distance of 110.64 feet, thence N 05°31'39" W a distance of 62.29 feet, thence N 71°15'51" W a distance of 40.00 feet, thence run S 78°08'10" W a distance of 63.83 feet, thence run N 18°44'09" E a distance of 1656.46 feet, thence S 89°55'37" E a distance of 419.75 feet to a point on the aforesaid East line of SW 1/4 of Section 26 which is 400.00 feet South of the NE corner of said SW 1/4, thence S 00°02'59" W along said East line of SW 1/4 a distance of 2019.01 feet; thence N 89°45'11" W a distance of 50.00 feet, to the Point of Beginning, containing 30.6788 acres; (approximately 7.96 acres of land); subject to a sanitary sewer easement over the southerly portion thereof.

RECORDED & RECORD VERIFIED



County Comptroller, Orange Co., Fla

Schedule "A"

CONSENT AND JOINDER OF MORTGAGEE
AND NON-DISTURBANCE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

That FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WINTER HAVEN, a federal savings and loan association, formerly known as First Federal of Titusville, the owner and holder of that certain Promissory Note executed by BAYS EDGE GROUP, LTD., secured by Mortgage of even date, and more particularly described as follows:

Mortgage made by BAYS EDGE GROUP, LTD., a Florida limited partnership, to FIRST FEDERAL OF TITUSVILLE, dated January 10, 1984 and recorded the next day in Official Records Book 3460, at page 2400, et. seq.;

all in the Public Records of Orange County, Florida, encumbering the lands lying and being in Orange County, Florida, referred to in that certain Declaration of Condominium of Bay View Reserve, A Condominium to which this instrument is attached and made a part thereof, which Declaration shall be recorded in the Public Records of Orange County, Florida.

HEREBY CONSENTS TO AND JOINS IN the dedication of said property to condominium ownership pursuant to the terms and provisions of said Declaration. The mortgage holder further agrees not to terminate the use rights in the common elements, and easements of ingress and egress to the common elements and over the streets, walks and rights-of-way serving the Units of the Condominium as part of the common elements, with respect to any Unit Owner(s) whose units have not be foreclosed for default.

This Consent and Agreement is limited to the purposes and requirements of Florida Statutes § 718.104(3).

IN WITNESS WHEREOF, the Mortgagee has executed this Consent and Agreement on 24th of July, 1985.

Signed, sealed and witnessed in the presence of:

Walter M. Mackay
Cynthia B. Conway

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WINTER HAVEN, f/k/a FIRST FEDERAL OF TITUSVILLE

By: Thomas L. Henderson
~~XXXXXXX~~

STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that on this 24th day of June, 1985, before me personally appeared Thomas L. Henderson and _____, Sr. Vice President and _____, respectively, of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF WINTER HAVEN, and acknowledged the execution of the foregoing instrument on behalf of said association.



Cynthia B. Conway
Notary Public, State of Florida at Large

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Feb. 14, 1989
BONDED THRU AGENT'S NOTARY BROKERAGE

RECORDED & RECORD VERIFIED

Thomas L. Henderson
County Comptroller, Orange Co., Fla.

ASSIGNMENT OF ASSIGNED PARKING SPACESAND ASSIGNED TENANT STORAGE UNITS

Bay View Reserve Condominium Association, Inc. (the "Association"), pursuant to the provisions of Article 6.5(B) of the Declaration of Condominium of the Bay View Reserve, a Condominium, as recorded in Official Records Book 3673, Page 1856, Public Records of Orange County, Florida (the "Declaration"), hereby irrevocably assigns and designates for the exclusive benefit of the Units indicated those certain Assigned Parking Spaces and Assigned Storage Units, as such terms are defined in the Declaration, as follows:

<u>UNIT NO.</u>	<u>ASSIGNED PARKING SPACES(S)</u>	<u>ASSIGNED TENANT STORAGE UNIT</u>	<u>UNIT NO.</u>	<u>ASSIGNED PARKING SPACES(S)</u>	<u>ASSIGNED TENANT STORAGE UNIT</u>
3A	3A	3A	9C	9C	9C
3B	3B	3B	9D	9D	9D
3C	3C	3C	10A	10A	10A
3D	3D	3D	10B	10B	10B
4A	4A	4A	10C	10C	10C
4B	4B	4B	10D	10D	10D
4C	4C	4C	11A	11A	11A
4D	4D	4D	11B	11B	11B
5A	5A	5A	11C	11C	11C
5B	5B	5B	11D	11D	11D
5C	5C	5C	12A	12A	12A
5D	5D	5D	12B	12B	12B
6A	6A	6A	12C	12C	12C
6B	6B	6B	12D	12D	12D
6C	6C	6C	13A	13A	13A
6D	6D	6D	13B	13B	13B
7A	7A	7A	13C	13C	13C
7B	7B	7B	13D	13D	13D
7C	7C	7C	14A	14A	14A
7D	7D	7D	14B	14B	14B
8A	8A	8A	14C	14C	14C
8B	8B	8B	14D	14D	14D
8C	8C	8C	15A	15A(1) & (2)	15A
8D	8D	8D	15B	15B(1) & (2)	15B
9A	9A	9A	15C	15C(1) & (2)	15C
9B	9B	9B	15D	15D(1) & (2)	15D

The parking spaces designated by the symbol "X" on Exhibit "C" to the Declaration may be designated at a future time as Assigned Parking Spaces or may be designated to be a part of the Common Elements of the aforesaid condominium as the Association, in its sole discretion, shall deem fit.

return to City of Orlando -
Vandalburg - 8/13

The above referenced Assigned Parking Spaces and Assigned Storage Units may not be assigned to another Condominium Unit without the written consent of the Owner of the Unit to whom such parking space and/or tenant storage unit is/are assigned, which consent may be granted or withheld in the Unit Owner's sole discretion. However, all Units must, at all times, have one Assigned Parking Space and **on** Assigned Storage Unit appurtenant thereto.

The Assigned Parking Spaces and the Assigned Tenant Storage Units which are hereby assigned, and which shall be assigned in the future, are appurtenant to the designated Condominium Unit, and the exclusive right to use such parking spaces and tenant storage spaces shall pass with the Unit upon conveyance and transfer of the title to the Condominium Unit.

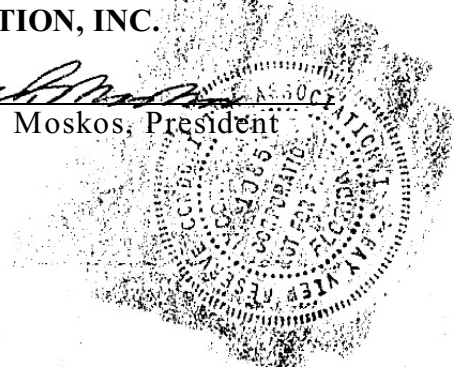
By this instrument, the Association has designated at least one Assigned Parking Space and Assigned Tenant Storage for the exclusive benefit of each Unit. The Association reserves the right to make future assignments of the unassigned parking spaces and/or tenant storage units as it, in its sole discretion, deems fit and proper.

DATED this 26th day of July, 1985.

**BAY VIEW RESERVE HOMEOWNERS
ASSOCIATION, INC.**

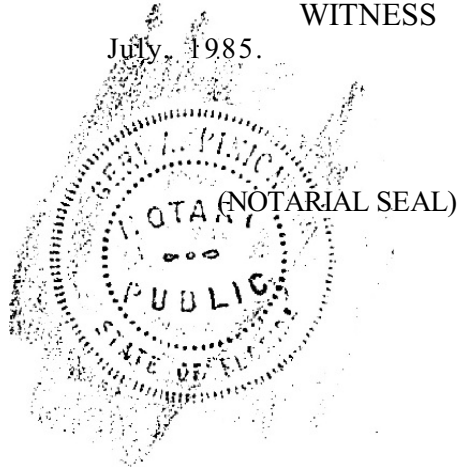
Attest: Guil A. Pinion

By: Jack P. Moskos
Jack P. Moskos, President



STATE OF FLORIDA)
)
COUNTY OF ORANGE)

BEFORE ME, an officer duly authorized to take acknowledgments in the State and County aforesaid, personally appeared **JACK P. MOSKOS**, to me known to be the President of **BAY VIEW RESERVE HOMEOWNERS ASSOCIATION, INC.**, who being duly authorized, executed the foregoing document, and he acknowledged before me that he executed the same on behalf of association.



WITNESS my hand and official seal this 26th day of

July, 1985.

Lee Ann Oison
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES FEB. 22, 1986
BONDED THROUGH MUROSKI-ASHTON, INC.

RECORDED & RECORD VERIFIED

Thomas H. Loken

County Comptroller, Orange Co., Fla

THIS INSTRUMENT PREPARED BY :

† return to

Paul E. Rosenthal, Esq.
Foley & Lardner, van den Berg,
Gay, Burke, Wilson & Arkin
16 South Magnolia Avenue
Post Office Box 2193
Orlando, Florida 32801-2193
(305) 423-7656

21⁰⁰ JH

AGREEMENT AND CONVENANT

WHEREAS MAGNA CABLEVISION, INC. (hereinafter referred to as MCV) a corporation existing under the laws of the State of Florida, is in the business of furnishing community antenna service to certain communities in the State of Florida; and

50

WHEREAS, BAYS EDGE GROUP, LTD.
(hereinafter referred to as "Owner"), is the owner of apartments located on the property known as BAY VIEW RESERVE – 7550 Hinson Street Orlando, FL
32819 and more particularly described in Exhibit
"A" attached hereto; and

WHEREAS, it is the desire of owner to have a central community antenna service available to all its residents at the lowest price possible and installed in the most unobtrusive, decorative manner; and

WHEREAS, it is the intent of the parties to create this Agreement as a covenant running with the land.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that in consideration of the foregoing, and \$10.00 and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. MCV agrees to design, install and maintain such equipment as may be desirable or required to furnish community antenna television service to the tenants of the premises as described above.

2. MCV agrees that the service supplied to the tenants of the premises by it shall be in conformity with and at a price approved in the franchise agreement with Orange County, Florida.

3. The term of this Agreement shall be for the duration of the franchise with Orange County, Florida and any extension and renewals thereof; provided, however, that in no event shall the term of this Agreement extend beyond ten (10) years from the date of its execution.

4. MCV agrees that all sales, billings and collections of accounts will be made directly between the tenants and MCV. *

*MCV agrees to hold harmless owner and its agent for any disputes or claims between MCV and tenants.

return to: Prepared By:
JANET E. MESSERVEY, ESQUIRE ✓
MATTHIAS, DeLANCETT, MORSE & ROBB
P.O. BOX 431
ORLANDO, FLORIDA 32802

5. MCV and Owner agree that any and all equipment installed on the premises by MCV shall remain the personal property of MCV and MCV shall be granted reasonable access at all times to all premises to maintain, install, modify or remove its equipment and services.**the aforesaid equipment shall include, but not be limited to, any and all coaxial cable, connectors, amplifiers, directional couplers, splitters, housing boxes and wall plates. Owner waives any right, title, lien or interest which Owner might otherwise have in the equipment or other property of MCV located on the premises.

~~6. The parties agree that in the event MCV's service to Owner is terminated by reason of insolvency, bankruptcy, foreclosure, or for any other reason, MCV shall be allowed to remove from the premises any and all of the aforesaid equipment which can be removed without substantial damage to the premises, and MCV agrees that any damage incurred to the premises by reason of such removal of equipment will be promptly repaired to the reasonable satisfaction of Owner by MCV.~~

7. MCV agrees that it will perform its work in a good and work manlike manner, and Owner agrees that any damage incurred to the premises or adjacent sidewalks by reason of installation or maintenance of the community antenna television service facility will be repaired by MCV at MCV expense.

8. Owner agrees not to install or to permit the installation of any other antenna, transducer, or signal amplification system for use in connection with television or radio equipment without the express written consent of MCV. The purpose of this clause is to avoid the installation of any incompatible system which might interfere with the services provided by MCV, and is not intended to preclude continuation of service by Owner through the existing antenna system or replacement thereof.

9. It is the intent of the parties that this Agreement be a covenant running with the described land for the benefit of and binding on the parties, their heirs, executors, assigns, and successors in title to or interest in any part of the land. Owner agrees for itself, its successors and assigns that it will impose in any deed, lease or other conveyance or instrument creating a use

**MCV shall not enter any unit for the installation or removal of the cable service unless the resident is present. This condition shall be waived only upon prior written approval by the resident to Owner management authorizing right-of-entry to MCV in the absence of the resident.

or right in any of the land that the grantee and its successors and assigns shall be bound by and shall be subject to the terms of the Agreement and Covenant recorded at Official Records Book 3329, Page 623, of the Orange County Public Records.

10. MCV and Owner agree that neither party shall be responsible for any damage to the other's property, due to any act of God, force of nature or other cause beyond the control of the parties, whether or not the same may be enhanced by the presence of MCV equipment.

11. MCV and Owner agree that MCV may modify or expand the telecommunication services to the above described premises as the technology, demand and feasibility increases, in accordance with all the terms and conditions of this Agreement and Covenant.

12. This Agreement and Covenant constitutes the entire agreement between MCV and Owner, and supercedes any prior understanding, or written or oral agreement between the parties respecting the within subject matter. It shall not be amended, altered, or changed except by written agreement signed by the parties hereto.

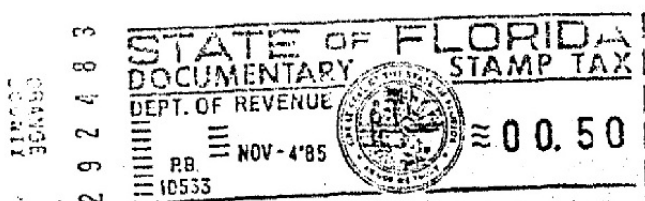
13. This Agreement and Covenant shall be construed under and in accordance with the laws of the State of Florida.

14. This Agreement and Covenant shall be binding on and enure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns.

15. If any one or more of the provisions contained in this Agreement and Covenant shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement and Covenant shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

16. MCV reserves the right to send **it's** sales representatives to the aforementioned complex to solicit from tenants orders for any or all MCV services.

17. Therefore, the parties enter into this agreement on this 29th day of March, 198 5.



Attest: _____

By: _____

XXXX President

Signed, sealed and delivered
in the presence of:

[Signature]
Betty Lynn Dunn

STATE OF FLCOUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgements, personally appeared A. E. Langley and _____, well known to me to be the President and _____ respectively, of MAGNA CABLEVISION, a Florida corporation, and they severally acknowledged executing the foregoing Agreement and Covenant in the presence of two subscribing witnesses freely and voluntarily under the authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid
 this 29 day of March, 1984.



[Signature]
 Notary Public

My Commission Expires: 3-31-87Signed, sealed and delivered
in the presence of:

[Signature]
Laura E. Maimone

[Signature]
 Owner

Owner

STATE OF FLORIDA

COUNTY OF Orange

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the County and State aforesaid to take acknowledgements, personally appeared Jack P. Moskos to me known to be the person(s) described to and who executed the foregoing Agreement and Covenant, and acknowledged before me that he executed the same freely and voluntarily.

WITNESS my hand and official seal in the County and State last aforesaid
 this 27th day of March, 1984.

Laura E. Maimone
 Notary Public

My Commission Expires:

Notary Public, State of Florida at Large
 My Commission Expires Dec. 6, 1987

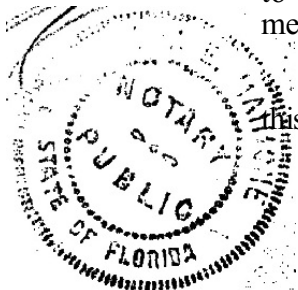
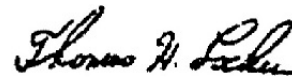


EXHIBIT "A"

LEGAL DESCRIPTION OF BAY VIEW RESERVE, A CONDOMINIUM

From the Southeast corner of Southwest 1/4 of Section 26, Township 23 South, Range 28 East, Orange County, Florida, run North 00° 02' 59" East along the East line of said Southwest 1/4 a distance of 60.00 feet to the North right of way line of Sand Lake Road, thence North 89° 45' 11" West along said right of way a distance of 50.00 feet, thence North 00° 02' 59" East a distance of 175.00 feet for the Point of Beginning, thence North 75° 00' 30" West a distance of 115.66 feet, thence North 18° 26' 05" East a distance of 31.62 feet, thence North 28° 53' 11" West a distance of 33.12 feet, thence North 78° 09' 28" West a distance of 63.35 feet, thence South 75° 24' 12" West a distance of 99.20 feet, thence North 54° 07' 48" West a distance of 160.42 feet, thence North 75° 03' 04" West a distance of 426.43 feet; thence North 12° 31' 43" East a distance of 110.64 feet, thence North 05° 31' 39" West a distance of 62.29 feet, thence North 71° 15' 51" West a distance of 40.00 feet, thence run South 78° 08' 10" west a distance of 63.83 feet, thence run North 18° 44' 09" East a distance of 1656.46 feet, thence South 89° 55' 37" East a distance of 419.75 feet to a point on the aforesaid East line of Southwest 1/4 of Section 26 which is 400.00 feet South of the Northeast corner of said Southwest 1/4, thence South 00° 02' 59" West along said East line of Southwest 1/4 a distance of 2019.01 feet, thence North 89° 45' 11" West a distance of 50.00 feet, to the Point of Beginning, containing 30.6788 acres; (approximately 7.96 acres of land); subject to a sanitary sewer easement over the southerly portion thereof.

RECORDED & RECORD VERIFIED

County Comptroller, Orange Co., FL

13.50 doc

Florida	Paid	THOMAS H. LOCKER,
Rec Fee	\$ 13.00	Orange County
Doc Tax	\$.50	Comptroller
Int Tax	\$	By <i>Dea</i>
Total	\$ 13.50	Deputy Clerk

2629063 ORANGE CO. FL.
08:59:20AM 10/30/86



DISTRIBUTION EASEMENT

OR 3832 PG 0574

THIS EASEMENT, Made this day between Bays Edge Group, Ltd. by Jack P. Moskos,
General Partner, Bay View Condominium's
their heirs, successors and assigns ("GRANTOR"), and FLORIDA POWER CORPORATION; a Florida corporation,
its successors, lessees and assigns ("GRANTEE");

WITNESSETH, That, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and service and communication services; said facilities being located in the following described "Easement Area" within GRANTOR's premises in Orange County, Florida, to wit:

A 10 foot wide Easement Area xxxxxxxxxxxx centerline of said Easement Area to begin on the Westerly line 30 feet N18°44' 09" E of the Westernmost South corner of the following described property and extend N82°E 480 feet, thence N58°W 340 feet more or less to said Westerly line and end of Easement Area.

(SEE ATTACHED LEGAL DESCRIPTION)

The rights herein granted to GRANTEE by GRANTOR specifically include: (a) the right for GRANTOR to patrol, inspect, alter, improve, repair, rebuild, relocate, and remove said facilities; (b) the right for GRANTOR to increase or decrease the voltage and to change the quantity and type of facilities; (c) the right for GRANTOR to clear the Easement Area of trees, limbs, undergrowth and other physical objects which, in the opinion of GRANTEE, endanger or interfere with the safe and efficient installation, operation or maintenance of said facilities; (d) the right for GRANTEE to trim or remove any timber adjacent to but outside the Easement Area which, in the opinion of GRANTEE, endangers or interferes with the safe and efficient installation, operation or maintenance of said facilities; (e) the reasonable right for GRANTEE to enter upon lands of the GRANTOR adjacent to said Easement Area for the purpose of exercising the rights herein granted; and (f) all other rights and privileges reasonable necessary or convenient for GRANTEE's safe and efficient installation, operation and maintenance of said facilities and for the enjoyment and use of said easement for the purposes described above.

GRANTOR hereby covenants and agrees that no buildings, structures or obstacles (except fences) shall be located, constructed, excavated or created within the Easement Area. If fences are installed, they shall be placed so as to allow ready access to GRANTEE's facilities and provide a working space of not less than six feet (6') on the opening side and one foot (1') on the other three sides of any pad mounted transformer. If GRANTOR's future orderly development of the premises is in physical conflict with GRANTEE's facilities, GRANTEE

This document prepared by
BLAIR W. CLARK
RETURN TO: Real Estate Dept.
Florida Power Corporation
P.O. Box 14042
St. Petersburg, FL 33733

Individual

913 529 (S)

Section _____
Project Name: _____
26 _____
Township _____

shall, within 60 days after receipt of written request from GRANTOR, relocate said facilities to another mutually agreed upon Easement Area in GRANTOR's premises, provided that prior to the relocation of said facilities (a) GRANTOR shall pay to GRANTEE the full expected cost of the relocation as estimated by GRANTEE, and (b) GRANTOR shall execute and deliver to GRANTEE, at no cost, an acceptable and recordable easement to cover the relocated facilities. Upon the completion of the relocation, the easement herein shall be considered cancelled as to the portion vacated by such relocation.

GRANTOR covenants not to interfere with GRANTEE's facilities within the Easement Area in GRANTOR's premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from interference with GRANTEE's facilities by GRANTOR or by GRANTOR's agents or employees.

GRANTOR hereby warrants and covenants (a) that GRANTOR is the owner of the fee simple title to the premises in which the above described Easement Area is located, (b) that GRANTOR has full right and lawful authority to grant and convey this easement to GRANTEE, and (c) that GRANTEE shall have quiet and peaceful possession, use and enjoyment of this easement.

All covenants, terms, provisions and conditions herein contained shall inure and extend to and be obligatory upon the heirs, successors, lessees and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the GRANTOR's hands and seals have been hereunto affixed this 24th day of September, 19 84.

WITNESSES:

Stan Hedgcock
Geri Ann Dixon

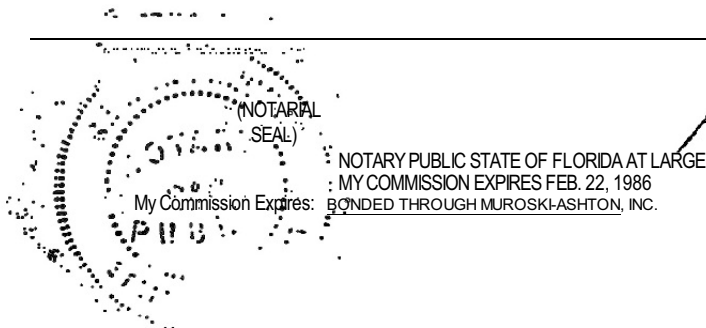
Bays Edge Group, Ltd. (L.S.)
By Jack P. Moskos, General Partner
By Jack P. Moskos, General Partner (L.S.)
By Jack P. Moskos, General Partner

_____ (L.S.)
_____ (L.S.)

STATE OF Florida)
) ss.
COUNTY OF Orange)

The foregoing easement was acknowledged before me this 24th day of September, 19 84,
by Bays Edge Group, Ltd. by Jack P. Moskos, General Partner

_____ as GRANTOR.

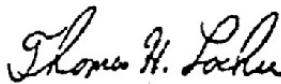


Geri Ann Dixon
Notary Public

OR 3832 PG 0575

From the SE corner of SW ¼ of Section 26, Township 23 South, Range 28 East, Orange County, Florida, run N 00°02'59" E along the East line of said SW ¼ a distance of 60.00 feet to the North right of way line of Sand Lake Road, thence W 89°45'11" W along said right of way a distance of 50.00 feet, thence N 00°02'59" East a distance of 175.00 feet for the Point of Beginning thence N 75°00'30" W a distance of 115.66 feet, thence N 18°26'05" E a distance of 31.62 feet, thence N 28°53'11" W a distance of 33.12 feet, thence N 78°09'28" W a distance of 63.35 feet, thence S 75°24'12" W a distance of 99.20 feet, thence N 54°07'48" W a distance of 160.42 feet, thence N 75°03'04" W a distance of 426.43 feet; thence N 12°31'43" E a distance of 110.64 feet, thence N 05°31'39" W a distance of 62.29 feet, thence N 71°15'51" W a distance of 40.00 feet, thence run S 78°08'10" W a distance of 63.83 feet, thence run N 18°44'09" a distance of 1656.46 feet, thence S 89°55'37" E a distance of 419.75 feet to a point on the aforesaid East line of SW ¼ of Section 26 which is 400.00 feet South of the NE corner of said SW ¼, thence S 00°02'59" W along said East line or SW ¼ a distance of 2019.01 feet, thence N 89°45'11" W a distance of 50.00 feet, to the Point of Beginning, containing 30.6788 acres; (approximately 7.96 acres of land); subject to a sanitary sewer easement over the Southerly portion thereof.

RECORDED & RECORD VERIFIED



County Comptroller, Orange Co., Fla