

*Buyer's copy
HHC W/K*

This instrument prepared by and upon recording return to:
Carole T. Kirkwood, Esquire
Mechanik Nuccio Hearne & Wester, P.A.
305 S. Boulevard
Tampa, Florida 33606-2150

INSTR # 2006315618
O BK 16654 PG 1693
Pgs 1693 - 1777: (85pgs)
RECORDED 06/29/2006 02:40:59 PM
PAT FRANK CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK B Loggans

**DECLARATION OF CONDOMINIUM
PALMS OF BEACH PARK, A CONDOMINIUM**

Table of Contents

Section 1: Introduction and Submission2
Section 2: Definitions2
Section 3: Description of Condominium5
Section 4: Restraint upon Separation and Partition of Common Elements10
Section 5: Ownership of Common Elements and Common Surplus and Share of
Common Expenses; Voting Rights11
Section 6: Amendments11
Section 7: Maintenance and Repairs13
Section 8: Additions, Alterations or Improvements by the Association15
Section 9: Additions, Alterations or Improvements by Unit Owner15
Section 10: Additions, Alterations or Improvements by Developer16
Section 11: Operation of the Condominium by the Association; Powers and Duties17
Section 12: [INTENTIONALLY OMITTED]21
Section 13: Determination of Assessments21
Section 14: Collection of Assessments22
Section 15: Insurance25
Section 16: Reconstruction or Repair After Fire or Other Casualty29
Section 17: Condemnation31
Section 18: Occupancy and Use Restrictions33
Section 19: Selling, Leasing and Mortgaging of Units36
Section 20: Compliance and Default38
Section 21: Termination of Condominium38
Section 22: Additional Rights of Mortgagees and Others39
Section 23: Disclaimer of Warranties42
Section 24: Acceptance of Condition of Property42
Section 25: Mediation and Arbitration43
Section 26: Additional Provisions43

**EXHIBIT NO. 1 CONSISTING OF THE CONDOMINIUM
DRAWINGS IS RECORDED IN CONDOMINIUM BOOK _____, PAGE _____,
PUBLIC RECORDS _____, FLORIDA.**

AMERAUS PROPERTIES, LLC, a Florida limited liability company, hereby declares as follows:

Section 1: Introduction and Submission

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

1.2 Submission Statement. The Developer hereby submits the Land together with all improvements erected or thereon including the building depicted on the condominium drawings constituting Exhibit No. 1 hereto to the condominium form of ownership and use in the manner provided for in the Florida Condominium Act as it exists on the date hereof, subject to the reservations, easements and restrictions of record. This is a residential condominium created by the conversion to condominium ownership of existing improvements.

1.3 Property Subject to Certain Restrictions and Easements. The Condominium Property (as defined hereinafter) is subject to the covenants, conditions, restrictions, easements and reserved rights of the Developer contained in this Declaration. The Condominium Property is also subject to the easements as shown on the Condominium Plat, as contained in any future amendments to this Declaration, or as declared by the Developer and Association pursuant to reserved rights contained herein.

1.4 Name. The name by which this condominium is to be identified is PALMS OF BEACH PARK, A CONDOMINIUM (the "Condominium").

Section 2: Definitions

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

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

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

2.3 "Assessment," as further described and defined in Sections 13 and 14 hereof, means a share of the funds required for the payment of Common Expenses as provided in this Declaration and which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means Palms of Beach Park Condominium Association, Inc., a Florida corporation, the sole entity responsible for the

operation of the Condominium. Where utilized herein or in the exhibits attached hereto, the term "Corporation" shall be deemed to be synonymous with the term "Association."

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

2.6 "Building(s)" means the two (2) two story and one (1) one story residential structures, the parking facilities and other improvements existing on the Land and within which the Units and Common Elements are located on the Condominium Property.

2.7 "Board of Directors" or "Board" means the Board of Directors of the Association.

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

2.9 "Common Elements" mean and include:

(a) The portions of the Condominium Property which are not included within the Units;

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

(c) An easement of support in every portion of a Unit which contributes to the vertical and lateral support of any other Unit or portion of the Building;

(d) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements;

(e) Any hallways, foyers, doors, elevators, stairwells, systems, access systems, or and other areas not contained within a specific Unit;

(f) Any stormwater management system located and constructed on the Condominium Property;

(g) All pipes, lines, wiring, facilities, conduits and support columns and other support features located within a Unit and the walls contained within a Unit and which provide support and services to more than one Unit; and

(h) Any other parts of the Condominium Property designated as Common Elements pursuant to this Declaration or the Act.

2.10 "Common Expenses" mean all expenses incurred by the Association to accomplish its duties as contemplated by this Declaration and the Act or determined to be

Common Expenses by the Board and which shall be assessed or imposed against Units in the Condominium by the Association as authorized by the Act. If approved by the Board of Directors, "Common Expenses" shall include the cost of a master television antenna system or duly franchised cable television service obtained pursuant to a bulk contract or other provider of television signals on a bulk basis. For all purposes of this Declaration, "Common Expenses" shall also include all reserves required by the Act or otherwise established by the Association, regardless of when reserve funds are expended.

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

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

2.13 "Condominium Plat" means the condominium drawings required by Section 718.104 of the Act and recorded in the Condominium Book and Page identified on the first page of this Declaration. For purpose of reference, a reduced-in-size copy of the Condominium Plat is attached as Exhibit No. 1 hereto.

2.14 "Condominium Property" means the Land, the Building and any other improvements constructed thereon, personal property, and all easements and rights appurtenant thereto intended for use in connection with the condominium, whether or not contiguous, which have been subjected to condominium ownership under this Declaration, subject to the limitations and exclusions contained herein.

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

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

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

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

Institutional First Mortgagee(s) of Units with regard to at least 51 % of the voting interests, which are appurtenant to Units subject to mortgages held by Institutional First Mortgagees.

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

2.20 “Occupant” means and refers to a person (be it an Owner or a tenant or lessee of an Owner) who resides in a Unit. Where the context dictates, an Occupant shall also be deemed to include the family members, occasional social guests, tenants, licensees and invitees.

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

2.22 “Unit” or “Condominium Unit” means and refers to that portion of the Condominium Property, which is subject to exclusive ownership and is located within the Condominium Property. The term “Unit” is often used synonymously herein with “Condominium Parcel” when meaning the sum total of an Owner’s ownership interest in the Condominium.

2.23 “Unit Owner” or “Owner of a Unit” or “Owner” means the record owner of legal title to a Condominium Parcel.

Section 3: Description of Condominium

3.1 Identification of Units. The Condominium contains thirty-five (35) Units. Each Unit is identified by a separate numerical designation as shown on the Condominium Plat, which exists as Exhibit No. 1 hereto, and which consists of a survey of the Land, a graphic description of the improvements thereon (including the Units and the Building in which the Units are located), and a plot plan thereof. There are seven (7) types of Units: A, B, C, AD, E, F and G, all of which are depicted on Exhibit No. 1 hereto. A reduced-in-size copy of the Condominium Plat as recorded in the Condominium Book and Page identified on the first page hereof, together with a copy of the legal description contained on the Condominium Plat, is attached to this Declaration for convenience. The Condominium Plat, together with this Declaration, is sufficient in detail to identify the Common Elements and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be the Limited Common Elements for such Unit; (c) an exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in air space which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration or the Act.

Time-share estates or interests will not be created with respect to any of the Units in the Condominium.

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

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

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

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

(iii) Interior Divisions and Supports. Except as provided in subsections (i) and (ii) above, no part of the floor or the ceiling or structural interior walls or support columns shall be considered a part of the Unit.

(b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes, studs-in, of the centerline of the walls bounding the exterior of the Unit extended to their planar intersections with each other and with the upper and lower boundaries, provided however that the perimetrical boundary of the Unit shall include the whole wall if such wall constitutes an exterior wall of the Building but shall not include the exterior coating or skin of the Building.

(c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the windows and doors located in such apertures, including all frameworks thereof; provided, however, that exterior surfaces of doors shall not be included in the boundaries of the Unit and shall therefore be Common Elements.

In the event that the actual physical location of any Unit constructed within the Building at any time does not precisely coincide with the area depicted on the Condominium Plat, the actual physical location of the Unit shall control over locations, dimensions and descriptions reflected on the Condominium Plat.

Notwithstanding the fact that no Unit may be divided or partitioned for purposes of sale or lease, a Unit may be combined with a laterally-adjacent Unit in order to permit occupancy of such areas as one residential living space; provided that the Association has reviewed and approved a report by a structural engineer, certified by the State of Florida, that said combination will not materially affect the structural integrity of the Building. Such a combination of Units shall be for purposes of occupancy and use only and shall not be deemed an amendment to this

Declaration. Further, any such combination shall not materially alter or modify the configuration or size of a Unit and each Unit shall remain a separate Unit for purposes of this Declaration.

3.3 Limited Common Elements.

(a) Limited Common Elements Appurtenant to Units. To the extent applicable and subject to the provisions of this Declaration, each Unit may have as Limited Common Elements appurtenant thereto such portions of the Common Elements as are defined herein and/or shown on the Condominium Plat, including, but not limited to: (a) any portion(s) of the Common Elements, including, but not limited to, conduits, ducts, plumbing, wiring and other facilities, for the furnishing of utility and other services to a particular Unit shall be a Limited Common Element appurtenant to that Unit; (b) if and to the extent applicable, any parking space assigned to a particular Unit; (c) if and to the extent applicable, a storage space assigned to a particular Unit; (d) trash chutes or other trash management systems, if any, installed on the Condominium Property and assigned to a particular unit; (e) the mailbox assigned to a particular Unit; (f) light fixtures outside the Unit or attached to the exterior walls of the Unit and which solely serve such Unit; (g) any balcony or patio directly accessible from and adjacent to the Unit; and (h) to the extent applicable, any hurricane shutters affixed to the exterior of the Building for the specific use of a particular Unit. The use and enjoyment of the Limited Common Elements shall be in accordance with the terms and provisions of this Declaration, the Articles of Incorporation, the By-Laws, any rules and regulations duly promulgated by the Association, and local, state, and federal statutes and ordinances.

(b) Responsibilities of Unit Owners. Except as otherwise provided herein and except for repairing damage caused to the Limited Common Elements by the Unit Owner of the assigned Unit through negligence or willful misconduct as determined by the Board, all maintenance, repairs, replacements and reconstructions of, in or to any Limited Common Elements, whether structural or nonstructural, ordinary or extraordinary shall be the responsibility of the Association and at its sole cost and expense. Each Unit Owner, however, shall be responsible for replacing the necessary light bulbs for the light fixture(s) constituting Limited Common Elements with the same color and bulb wattage.

3.4 Easements. The following easements are hereby created (in addition to any easements created under the Act and any other provisions of this Declaration):

(a) Support. Each Unit shall have an easement of lateral and vertical support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

(b) Utility and Other Services: Drainage. Non-exclusive easements are hereby reserved unto the Developer and also granted to the respective utility providers under, through and over the Condominium Property as may be required from time to time for the construction, use and maintenance of all utilities (whether public or private), cable television, communications and security systems, and other services which may serve the Condominium; provided, however, that these easements shall not permanently interfere with the residential use of the Units. A non-exclusive easement is also reserved unto the Developer and granted to all applicable

governmental entities over and across the Common Elements for the purpose of providing drainage and for the installation, operation, use and maintenance of drainage facilities; provided, however, that the Association shall be responsible for the continuous maintenance of the easements and rights-of-way of the drainage system located on any and all portions of the Condominium Property. This obligation shall run with the land as do other provisions of the Declaration, and any Unit Owner may enforce this covenant and will be entitled to costs and fees, pursuant to Section 20.3 of the Declaration, which result from such enforcement. A Unit Owner shall do nothing within or outside his Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable television, communications and security systems, or other service or drainage facilities or the use of these easements.

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

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

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

(f) Sales and Management Activities. As long as the Developer holds any Units for sale in the ordinary course of business, an easement is hereby created for the benefit of the Developer, its designees, agents, successors and assigns, to enable such benefited parties to use any such Units and the Common Elements for Unit models; sales and closing offices; to show model Units and the Common Elements to prospective purchasers and, if applicable,

tenants of Units; and to erect on the Condominium Property signs and other promotional material to advertise Units for sale or lease. This reservation and easement on behalf of Developer, its designees, agents, successors and assigns, shall specifically include, but not be limited to, the Common Elements depicted as the Management Office on the Condominium Drawings for the purposes sales, marketing and closing functions and otherwise as deemed necessary and appropriate by Developer for the conduct of the sales and marketing of the Units.

(g) Facilities and Services. Easements over, under, across and through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to the Units and the Common Elements (including, but not limited to, easements in favor of the Owners for the purposes of permitting the installation, operation and continued usage of hurricane shutters affixed to the exterior of the Units).

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

(i) Developer Activities. As long as the Developer holds any Units for sale in the ordinary course of business, the Developer reserves the right to prohibit access to any portion of the Common Elements of the Condominium Property or unsold Units to any of the Occupants of the Condominium, and to utilize various portions of the Common Elements or the Units in connection with such sales and marketing program as provided above. No Unit Owner or such Owners guests or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such activity.

(j) Association Easement. The Association shall have the irrevocable right of access to each Unit during reasonable hours, when necessary, to maintain, repair or replace those items and areas, as detailed in Section 7.1 herein or as otherwise contemplated herein, for which the Association is responsible, and to remove any improvements interfering with or impairing such facilities or easements herein reserved, pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. In addition, a perpetual, non-exclusive easement is hereby granted to the Association over, across, under and through the Condominium Property for the purpose of permitting the Association to perform its obligations hereunder and such other purposes as deemed necessary and appropriate by the Association. Such easement shall permit access to the Units upon reasonable prior notice, except that no notice shall be required in the event of an emergency.

Wherever in this Section or elsewhere in this Declaration an easement is granted or reserved to any party, such easement shall also benefit such party's successors, agents, employees, and service providers, except as otherwise provided herein or in the Condominium Act, and such easements may be conveyed or assigned specifically to its grantees or assignees by an instrument recorded in the public records of the County. All easements referred to herein shall be non-exclusive easements.

3.5 Special Easements and Rights to Grant Easements.

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

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

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

3.6 Incidental Damage. Any damage to any Unit or any part of the Common Elements caused by or the result of any negligence or intentional act of a Unit Owner, the Unit Owner's family, agents, contractors, invitees, licensees or tenants, or by such Unit Owner in carrying out his maintenance responsibilities or the failure to maintain shall be repaired promptly at the expense of such Unit Owner.

Section 4: Restraint upon Separation and Partition of Common Elements

The undivided share in the Common Elements and Common Surplus, which is appurtenant to a Unit, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The exclusive right to use the assigned Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered, except together with such Unit unless assigned to another Unit Owner to become appurtenant to such other Owner's Unit as provided in Section 3.3 hereinabove. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the

Common Elements, the Condominium Property, or any part thereof, shall be undertaken, except as provided herein with respect to termination of the Condominium.

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

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

(a) The allocation of percentage shares in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit is set forth in Exhibit No. 4 as attached hereto and made a part hereof by this reference. The allocation of percentage shares as set forth in Exhibit No. 4 has been established by the Developer in the following manner:

(i) The approximate area of each Unit has been measured in square feet based upon boundaries of the Unit. Such area for each such Unit is hereafter referred to as its "Unit Area."

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

(iii) The Total Unit Area has been divided into the Unit Area of each Unit to determine the allocation of percentage shares for each Unit.

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

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

Section 6: Amendments

6.1 Amendment by Unit Owners. Except as otherwise provided in Section 6 hereinbelow or elsewhere in this Declaration or the exhibits attached hereto, this Declaration (including the Condominium Plat) may be amended by affirmative vote of the Owners of 75%

of all the Condominium Parcels at an Association meeting duly called for such purpose pursuant to the By-Laws; provided, however, that (1) as long as the Developer holds any Units for sale in the ordinary course of business, no amendment to this Declaration shall be made which affects any of the rights and privileges provided to the Developer as defined herein without the written consent of such Developer, except as permitted by Section 718.301 of the Condominium Act or other applicable law, and (2) no amendment may change the configuration or size of a Unit without the written consent and joinder of the Owner of the affected Unit and of all the record owners of liens on the affected Unit (which shall not be unreasonably withheld), and the approval of not less than a majority of total voting interests of the Condominium. All amendments under this Section 6.1 shall be recorded and certified as required by the Act.

6.2 Amendment by Developer.

(a) Amendment to Condominium Plans and Declaration. Until relinquishment of Developer control of the Association as provided in the Bylaws attached hereto as Exhibit No. "3" and except as prohibited by Section 718.110 of the Condominium Act, the Developer reserves the right to make whatever changes it may deem necessary in the Condominium Plat and this Declaration. The amendment reflecting such changes need only be executed by the Developer; provided, however, that no such amendment unilaterally approved by the Developer shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the proportion or percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus, unless such amendment is also approved by the record Owner of the affected Unit, all record owners of liens on such affected Unit (which approval shall not be unreasonably withheld), and at least a majority of the total voting interests of the Association and the consent of the record owners of liens on such affected Unit.

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

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

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

6.4 Limitation. As long as the Developer holds any Units for sale in the ordinary course of business, no amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of said Developer in each instance, except as permitted by Section 718.301 of the Condominium Act or other applicable law. The provisions of this paragraph may not be amended in any manner.

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

Section 7: Maintenance and Repairs

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

(a) Common Elements. In addition to items to be maintained pursuant to Section 3.3 hereof, the Association shall manage, maintain, repair and replace, as part of the Common Expenses, all of the Common Elements as defined herein, including, but not limited to, the following:

- (i) all drainage and stormwater management systems, driveways, and adjacent drainage;
- (ii) all water and wastewater lines and piping serving the Units of the Condominium;

(iii) all landscaping, lawn and grass areas and sprinkler systems within the Condominium Property and the areas adjacent to the Condominium Property if required pursuant to applicable easements;

(iv) all entryways to the Building and any controlled access and intercom systems; and

(v) all portions of any landscaping islands located on, either in whole or in part, or adjacent to the Condominium Property. However, the Association shall not perform such maintenance required of a Unit Owner who utilizes portions of the Limited Common Elements in accordance with Section 3.3 (c) herein, as otherwise contemplated herein, or to the extent such maintenance arises from or is necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners.

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

(i) By the Association. The Association shall be responsible for maintaining, repairing and replacing all support columns and other structures for the Building and all water and wastewater lines and piping located inside the Unit (except as otherwise stated in sub-paragraph (ii) below) and any portions of any security and intercom systems, if any, contained within the physical boundaries of and servicing a Unit. The costs of the aforementioned maintenance shall constitute Common Expenses.

(ii) By the Unit Owner. Each Unit Owner shall maintain, repair and replace everything within the confines of the Owner's Unit, which is not to be maintained by the Association pursuant to subsection (b)(i) of this section, including, but not limited to:

(A) The entire Unit as defined in Section 3.2 hereof which Unit shall include, without limitation, all apertures in any boundary of the Unit but which shall exclude the exterior surfaces of doors which shall be maintained by the Association in such manner to preserve a uniform appearance among the Units in the Building;

(B) The entrance door to a Unit (except for the exterior surface thereof) and all other doors including doors affording access to the balconies;

(C) Interior paint, finish, covering, wallpaper and decoration of all walls, floors and ceilings;

(D) All built-in shelves, cabinets, counters, storage areas and closets;

(E) Any and all appliances and mechanical, ventilating, heating and air conditioning equipment contained within and serving the Unit;

(F) All bathroom fixtures, equipment and apparatuses;

(G) All electrical, plumbing (including connections and fixtures), telephone and television fixtures, apparatuses, equipment, outlets, switches, wires, pipes and conduits, ducts, electric lines and other facilities for the furnishing of utility and other services between the Unit and its individual service panel or meter or contained within a Unit;

(H) All interior doors, interior surfaces, non-load-bearing walls, partitions, and room dividers;

(I) All furniture, furnishings and personal property contained within the respective Unit; and

(J) All other maintenance or repair of or replacements involving a Unit as contemplated and authorized hereunder.

7.2 Notwithstanding the provisions of Section 7.1 herein, all modifications to the exterior of the Unit must be approved in writing by the Board, or a committee designated by the Board and headed by an officer of the Association, prior to commencement of such work so as to maintain the character and to preserve the aesthetic and architectural qualities of the Condominium. The Association may promulgate rules and regulations in accordance with the foregoing.

Section 8: Additions, Alterations or Improvements by the Association

Whenever, in the judgment of the Board of Directors, the Common Elements, or any part thereof, shall require capital additions, alterations or improvements (as distinguished from maintenance, repairs and replacements) costing in excess of \$5,000.00 in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by the Owners of a majority of the Units represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, or any part thereof, costing in the aggregate \$5,000.00 or less in a calendar year may be made by the Board of Directors without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall be as a "Capital Improvement Assessment" of the Unit Owners as provided in Section 13.2 hereof. For purposes of this Section 8, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is made beyond that year.

Section 9: Additions, Alterations or Improvements by Unit Owner

9.1 To the Common Elements. There shall be no alterations or additions to the Common Elements (which by definition includes the Limited Common Elements), except as authorized by the Board of Directors and approved by not less than 75% of the total vote of the Unit Owners. In addition to the foregoing requirement, no alterations or additions may be made

involuntarily to the Limited Common Elements of any particular Unit if such alteration or addition will adversely affect or prejudice the rights of such Unit Owner unless his consent first has been obtained. The cost of the foregoing shall be assessed as Common Expenses unless otherwise provided herein.

9.2 To the Units. Except as otherwise reserved by the Developer or detailed in Sections 3.4 or 18 herein, no Unit Owner shall make any alteration or improvement to such Owner's Unit except in accordance with this Section 9.2. A Unit Owner may make alterations and improvements to the interior of the Unit so long as such alterations or improvements are not visible from the outside of the Unit or the Building, do not impair the structural integrity of the Unit or the Building, do not otherwise violate the terms of this Declaration, and are in compliance with all applicable building codes and laws. A Unit Owner may not expand, enlarge or relocate his Unit. Other alterations or improvements to a Unit, which are not discussed in this Declaration, may be made only if prior approval in writing is obtained from the Board or a committee designated by the Board and headed by an officer of the Association.

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

9.4 Power of Developer to Approve Certain Proposed Modifications. As long as the Developer holds Units for sale in the ordinary course of business, the Association shall not take any action that would be detrimental to the sales of Units by the Developer, without obtaining approval in writing by the Developer. Failure to maintain a uniform external appearance of the Units is considered detrimental to the sales of Units by the Developer.

Section 10: Additions, Alterations or Improvements by Developer

The restrictions of Section 9 hereof shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it, to an already constructed Unit located thereon, and Limited Common Elements appurtenant thereto. Such modifications shall include, without limitation: (i) the removal of walls, floors, ceilings and other structural portions of the Unit; (ii) changes to the layout or number of rooms in any Developer-owned Units; and (iii) changes to the size and/or number of Developer-owned Units by combining separate Developer-owned Units or otherwise. Such amendments to this Declaration or the Condominium Plat required by actions taken pursuant to this Section may be effected by the Developer alone without the consent of any other person; provided, however, if any such amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit, or change the

proportion or percentage by which the Unit Owner shares the Common Expenses and owns the Common Surplus, the execution of the amendment to the Declaration effecting such change must be joined in by the record owners of the Unit, all record owners of liens on the affected Unit, and at least seventy-five percent (75%) of the total voting interests in the Association. Without limiting the generality of Section 6.5 hereof, the provisions of this Section may not be added to, amended or deleted unless by, or with the prior written consent of, the Developer.

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

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

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

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

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

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

(e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in

property owned by the Association, if any. Such actions must be approved by a majority of the entire Board of Directors and the Owners of all the Units or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing, subject to the provisions of Section 718.301 (3), Florida Statutes, to the extent applicable.

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

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

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

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

11.2 Conflict. In the event of conflict among the powers and duties of the Association or the terms and provisions of this Declaration or the exhibits attached hereto, this Declaration shall take precedence over the Articles of Incorporation, By-Laws and applicable rules and regulations; the Articles of Incorporation shall take precedence over the By-Laws and applicable rules and regulations; and the By-Laws shall take precedence over applicable rules and regulations, all as amended from time to time. Notwithstanding anything in this Declaration or its exhibits to the contrary, the Association shall at all times be the entity having ultimate authority over the Condominium, consistent with the Act.

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

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

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

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

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

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

AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS,

COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS. THE PROVISIONS OF THIS ARTICLE SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

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

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

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

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

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

Section 12: [INTENTIONALLY OMITTED]

Section 13: Determination of Assessments

13.1 General Assessment. The Board of Directors shall from time to time, and at least annually, prepare and adopt a budget for the Condominium ("Budget"), determine the amount payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws ("General Assessment"). The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the General Assessment payable by each of them as determined by the Board of Directors as aforesaid. Subject to the provisions of Section 718.112 (2)(f)2., Florida Statutes, the Budget shall include the reserves required by law or determined appropriate by the Board, the costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles of Incorporation, the By-Laws or applicable rules and regulations of the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any adopted Budget shall be subject to change by the Board of Directors, and the amount of the General Assessment shall be changed in accordance with such revised Budget to cover actual expenses at any time.

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

(a) "Special Assessments" shall mean or refer to amounts levied against each Owner and such Owners Unit, representing a portion of the costs incurred by the Association for specific purposes of a nonrecurring nature, which are not in the nature of capital improvements.

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

(c) "Limited Common Element Expenses" shall mean and refer to the cost of the maintenance of certain Limited Common Elements that is provided by the Association with the cost to be shared only by those entitled to use such Limited Common Elements. Limited Common Element Expenses shall be apportioned among those entitled to use the applicable Limited Common Elements pro rata based on the number of Unit Owners entitled to such use and payment shall be enforced by the Association in accordance with the provisions of Section 718.116 of the Condominium Act and Section 14 hereof.

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

Section 14: Collection of Assessments

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

14.1 Liability for Assessments. A Unit Owner, regardless of how title is acquired, including by purchase at a judicial sale or by deed in lieu of foreclosure, shall be liable for all Assessments coming due while such person (as defined by Section 718.103(1) of the Condominium Act) is the Owner of the Unit. Additionally, a Unit Owner shall be jointly and severally liable with the previous owner for all unpaid Assessments that came due up to the time of the conveyance, without prejudice to any right such Unit Owner may have to recover from the previous owner the amounts paid by such Unit Owner. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by the abandonment of the Unit for which the Assessments are made or otherwise.

14.2 Default in Payment of Assessments. Assessments and installments thereof not paid within 10 days from the date when they are due shall bear interest at the rate established from time to time by the Board of Directors from the due date until paid (provided, however, that no such rate shall exceed the maximum allowed not constituting usury). In the event the Board has not established such rate, the interest rate shall be 15%. Each delinquent payment shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or 5% of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessments on such Condominium Parcel, with interest thereon and for reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien shall be effective on the earliest date allowed by law, which shall be no later than as of the recording of the claim of lien. Such lien shall be evidenced by the recording of a claim of lien in the public records of the County, stating the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amounts due and the due dates. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until such claim of lien is barred by law. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon, the administrative late fee (if permitted under applicable law), and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or authorized agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association or its assignee may bring an

action to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed in Florida and may also bring an action at law to recover a money judgment for the unpaid Assessments and other amounts due without waiving any claim of lien. The Association is entitled to recover its costs and reasonable attorneys' fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after 30 days' prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may declare the balance of General Assessment installments due for the remainder of the fiscal year and payments of other known Assessments to be accelerated and shall thereupon be immediately due and payable. In the event that the amount of such accelerated installments or payments changes, the Unit Owner or the Association, as appropriate, shall be obligated to pay or reimburse to the other the amount of increase or decrease within 10 days of same taking effect.

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

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

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

14.5 Institutional First Mortgagee. In the event an Institutional First Mortgagee or its successors or assignees shall obtain title to a Unit by foreclosure, or by deed in lieu of

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

14.6 Certificate of Unpaid Assessments. Within 15 days after request by a Unit Owner or mortgagee of a Unit, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Unit Owner with respect to such Owner's Unit. Any person other than the Unit Owner who relies upon such certificate shall be protected from liability for Assessments to the Association not covered by such certificate.

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

14.8 Developer's Guarantee. Commencing with the recording of this Declaration and continuing until March 31, 2007, Developer guarantees that the monthly General Assessment for Common Expenses shall not exceed the amount per month stated as follows for each type of Unit floor plan: \$151.56 for an "A" Unit, \$151.56 for a "B" Unit, \$195.15 for a "C" Unit, \$222.60 for an "AD" Unit, \$165.91 for a "E" Unit, \$218.40 for a "F" Unit, and \$199.92 for a "G" Unit. Thereafter, Developer, in its discretion, shall have the option of extending the above levels of guarantee for additional one-month periods of time; provided, however, that notwithstanding any provision to the contrary, the guarantee shall automatically terminate on the date of the meeting of unit owners at which transfer of control of the Association to Unit Owners other than Developer occurs. Notwithstanding any contrary provisions of Sections 13 and 14 of this Declaration, during the guaranty period Developer shall be excused from the payment of its pro-rata share of the Assessments for all Units it owns; however, Developer shall pay any amount of Common Expenses incurred which exceeds General Assessments collected from Unit Owners other than Developer while the guaranty period is in effect.

Section 15: Insurance

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

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

15.2 Purchase, Custody and Payment.

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

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

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

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

(e) Exceptions from Association Responsibility: Unit Owner's Personal Coverage. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon any and all property lying within the boundaries of their Unit, including, but not limited to, their personal property, those items excluded by the Condominium Act from the scope of property or casualty insurance that a condominium association must obtain, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

Unless such insurance is required by the Condominium Act to be obtained by the Association, Unit Owners may be required to purchase flood insurance for their respective Unit(s) if such insurance is required by their mortgagee(s).

The Association shall have no obligation to purchase flood insurance or fire and casualty insurance on the Units, except to the extent required by the Condominium Act.

The Unit Owner shall be solely responsible for insuring any and all equipment, machinery, fixtures, furniture, wine, other personal property or the like installed and/or placed upon or within the Limited Common Elements appurtenant to such Owner's Unit, as well as any other improvements located within such Limited Common Elements.

Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against a Unit Owner due to accidents occurring within such Owners Unit. It shall be the obligation of the individual Unit Owner, if such Unit Owner so desires, to purchase

and pay for insurance as to all such and other risks not covered by insurance carried by the Association.

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

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

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

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

(d) Fidelity Insurance, if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds, such insurance to be in the amount required by law.

(e) Flood Insurance. If any portion of the condominium property is in a flood zone for which FNMA/FHLMC requires flood insurance for mortgaged properties and the Condominium Act or other requirements of federal, state or local law or regulations promulgated thereunder require that the Association obtain flood insurance, the Association shall obtain flood insurance meeting the above-referenced requirements, as applicable.

(f) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.

(g) Such Other Insurance as the Board of Directors shall determine from time to time to be desirable.

When appropriate and obtainable, each of the foregoing policies shall waive the insurer's right to: (i) subrogation against the Association, its officers, members of the Board, the

Developer, and against the Unit Owners individually and as a group; (ii) to pay only a fraction of any loss in the event of coinsurance or if other insurance carriers have issued coverage upon the same risk; and (iii) avoid liability for a loss that is caused by an act of the Board of Directors, a member of the Board of Directors, the Developer, one or more Unit Owners or as a result of contractual undertakings. Additionally, each policy shall provide that any insurance trust agreement will be recognized, that the insurance provided shall not be prejudiced by any act or omissions of the individual Unit Owners that are not under the control of the Association, and that the policy shall be primary, even if a Unit Owner has other insurance that covers the same loss.

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

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

15.5 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense. Premiums may be financed in such manner as the Board of Directors deems appropriate.

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

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

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

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

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

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

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

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

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

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

Section 16: Reconstruction or Repair After Fire or Other Casualty

16.1 Determination to Reconstruct or Repair. Subject to the immediately following subsection, in the event of damage to or destruction of the Insured Property as a result of fire or other casualty, the Board of Directors shall arrange for the prompt repair and restoration of the

Insured Property, and the Insurance Trustee shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property shall not be repaired and the net proceeds of insurance resulting from such damage or destruction shall be distributed to each Unit Owner, by check made payable to such Unit Owner and its respective mortgagee(s), in accordance with the provisions of Section 15.6(a) herein. Following such distribution of proceeds, the Condominium shall be terminated and the ownership of the Condominium Property shall be held by the formerly-titled Unit Owners in undivided interest as tenants-in-common, subject to and in accordance with the provisions of Section 21 hereof.

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

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

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

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

(b) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is more than \$100,000.00, then the construction fund shall be disbursed in payment of such costs in the

manner contemplated by subsection (a) above, but then only upon the further approval of an architect or engineer qualified to practice in Florida and employed by the Association to supervise the work.

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

(d) Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by Unit Owners upon Assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be made upon the order of the Association alone or upon the additional approval of an architect, engineer or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Assessments paid by Unit Owners, nor to determine the payees nor the amounts to be paid. The Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

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

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

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

Section 17: Condemnation

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

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

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

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

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

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

17.5 Condemnation of a Unit. If there is a taking of a Unit, the respective Unit Owner shall not be required to utilize any portion of the condemnation award with regard to reconstruction of the Unit. Following such taking of a Unit and the recording of a deed to the condemning authority: (1) the affected Unit Owner shall no longer have an ownership interest in

the Unit or an undivided ownership interest in the Common Elements, and (2) such Unit Owner shall no longer be responsible for the payment of Common Expenses.

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

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

(b) Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus among the reduced number of Unit Owners (and among reduced Units). This distribution shall be determined by reallocating the percentage shares using the method described in Section 5.1(a)(i), (ii) and (iii) hereof.

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

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

Section 18: Occupancy and Use Restrictions

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

18.1 Occupancy. Each Unit shall be used as a single-family residence only, except as may be otherwise herein expressly provided. Notwithstanding the foregoing, the Developer shall be permitted to utilize Units, which the Developer owns or leases as model apartments, as sales or other offices or management services, or for overnight accommodations, by its designees.

18.2 Uses. No person shall use the Common Elements or any part thereof, or a Unit, or the Condominium Property, or any part thereof, in any manner contrary to or not in accordance with the rules and regulations set forth in the By-Laws or the rules and regulations promulgated

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

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

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

18.5 Antennae and Satellite Dishes. Satellite dishes, aerials and antennas and all lines and equipment related thereto located wholly within the physical boundaries of a Unit or as otherwise provided by the rules and regulations of the Association shall be permitted without any requirement for approval from the Board of Directors.

The Association shall have the right and authority, in its sole discretion and from time to time, to promulgate rules and regulations concerning the size and location of and safety restrictions pertaining to the installation of satellite dishes, aerials and antennas and all lines and equipment related thereto which shall be permitted on Condominium Property.

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

18.6 Pets. The Unit Owners and other Occupants of Units may maintain therein no more than 2 dogs, cats or birds (two being the maximum number of such animals in any combination but excluding specifically reptiles, pot bellied pigs, pit bull dogs, and other livestock or wildlife) and/or a reasonable quantity of fish per Unit, provided that such pets shall be permitted so long as they are not in excess of forty (40) pounds, are not kept in or upon a

balcony or the Limited Common Elements when the owner of the pet is not in the Unit, the pet does not become a nuisance or annoyance to other Unit Owners and Occupants of the Building, the other restrictions expressed herein are complied with, and each pet is registered with the Association upon its first appearance on the Condominium Property. Nuisance or annoyance to Unit Owners and other Occupants can be caused by odor, noise, behavior or other factors related to the interaction of the pet with such other Unit Owners and Occupants. No pet may be kept, bred or maintained for any commercial purpose. Dogs known for their aggressive or attack nature may be subject to special restrictions.

When traversing or being upon the Common Elements with a pet, the owner must pick-up all solid wastes and also wipe up fluid waste of their pet and dispose of such wastes appropriately. If any pet owner fails to clean up after the pet, the Association may perform such service or cause such service to be performed and charge the offending pet owner for the costs associated therewith. All dogs and cats must be kept on a leash no more than six (6) feet in length at all times when outside the Unit and if pet walk areas are designated by the Association then the pet shall be walked only within such areas. No pets may be kept in or upon any balcony or Limited Common Element appurtenant to a Unit when the owner of the pet is not in the Unit or left unattended on the Common Elements of the Condominium. The owner of a pet shall indemnify the Association and the Developer and hold them harmless from and against any loss or liability of any kind or character whatsoever arising from such owner's having any pet upon the property of the Condominium.

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

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

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

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

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

(D) If the complaint is the fourth infraction, the Board shall notify the pet owner and demand that the pet be removed from the Condominium Property within 30 days from notice. Prior to taking the action contemplated in this subsection (D), such pet owner shall have the same opportunity for notice and a hearing as provided in subsection (C) above.

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

18.7 Prohibition Against Enclosing of Balconies. If balconies exist in this Condominium, no balcony shall be permitted to be enclosed, by either screening or other permanent structures or materials, it being the intention of the Developer to maintain the uniform appearance of the exterior of the Building.

18.8 Prohibition Against Barbecue Grills. No barbecue grills of any type, nature or kind shall be permitted on the balconies or upon any Limited Common Element or Common Elements except as may be installed and owned by the Association.

18.9 Vehicles/Boats/Utility Vehicles. A vehicle shall be considered inoperative if it cannot operate on its own power. Inoperable vehicles, including those with flat tires, shall not remain on the Condominium Property for more than 24 hours and after such period shall be subject to removal by the Association at the vehicle owner's expense... Unregistered vehicles are also subject to removal by the Association at the vehicle owner's expense. Only ordinary sized vehicles including passenger cars and vans, sport utility vehicles, pickups (up to one-ton load

capacity) and motorcycles shall be permitted to park on the premises. Recreational vehicles, commercial vehicles (including pickups over one ton of load capacity), boats and trailers shall not be parked or stored anywhere on the premises.

18.10 Floor Covering. No tile floor covering for rooms other than kitchens and bathrooms shall be installed within a Unit (except a first floor unit) by a Unit Owner unless such covering is first approved in writing by the Board of Directors, which will evaluate the sound transmission qualities of such flooring. The Board may withhold approval in its sole discretion. The Board may impose additional or improved requirements as a condition of approval.

18.11 Balconies, Windows And Entrance Doors. Awnings or other projections may not be attached to the outside walls of the Building over balconies, if any, or windows, except those installed by the Developer. No changes may be made to windows and balcony, if any, or entrance doors to the Unit without written consent of the Association.

Section 19: Selling, Leasing and Mortgaging of Units

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

19.1 Sales. With regard to each conveyance of a Unit by parties other than the Developer or an Institutional Mortgagee, the selling Owner shall notify the Association of the intended transaction prior to conveying title and obtain a certificate, executed and acknowledged by an officer of the Association, stating that all Assessments levied against such Unit have been paid in full. Such certificate shall be provided to the new Owner. The form of the request and certificate will be prepared by the Association and when completed shall set forth the purchaser's name, notice address and date of the intended closing. Pursuant to Section 718.116(1) of the Condominium Act, a new Owner of a Unit is jointly and severally liable with the previous Owner of that Unit for all unpaid Assessments that came due prior to the time of transfer of title. Each new Owner receiving a conveyance from any party except the Developer shall also notify the Association promptly after becoming a new Owner by delivering a copy of his deed for the Unit to the Association.

19.2 Leases. No lease of a Unit by the Owner thereof shall be for a period of less than three consecutive months; provided, however, and notwithstanding any provision to the contrary, the Developer may lease or rent any Unit owned by the Developer for any period of time and from time to time. No Unit Owner may lease or rent his Unit if delinquent in the payment of any Assessments. If all Assessments are paid up to date, a Unit Owner may rent or lease such Owner's Unit without further approval. However, the Unit Owner renting or leasing such Owner's Unit shall promptly notify the Association of each renter and the term of such rental or lease. The sub-leasing or sub-renting of a Unit Owner's interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The Association shall have the right to require upon notice to all Unit Owners that a substantially uniform form of lease or sub-lease be used by all Unit Owners (including the Developer) intending to rent or lease after said notice and to provide such form as a Common Expense. Entire Units only may be rented, provided the occupancy is only by the lessee and his family and guests; no individual rooms may be rented.

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

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

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

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

Section 20: Compliance and Default

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

20.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected in respect of such negligence by the Association.

20.2 Compliance. In the event a Unit Owner fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of the Declaration, the By-Laws, the Articles of Incorporation, applicable rules and regulations, or any other agreement, document or instrument affecting the Condominium Property or administered by the Association, in the manner required, the Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines or to sue in a court of law for damages. For purposes of this Declaration, the failure of an Occupant who is not a Unit Owner to comply with the terms and provisions of this Declaration shall not relieve the Unit Owner from liability and responsibility.

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

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

Section 21: Termination of Condominium

The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided elsewhere in this Declaration, or (ii) such time as termination of the condominium form of ownership is authorized by a vote of Owners owning 95% of the Units and by the Primary Institutional First Mortgagee. When the Board of Directors intends to terminate or merge the condominium, or dissolve or merge the Association, the Board shall notify the Division in accordance with the Condominium Act. Upon such termination, the former Condominium Property shall be subject to an action for partition by any Owner, and the net proceeds of sale shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. Upon such termination, all funds of the Association, including, but not limited to, reserves, but specifically excluding insurance proceeds and condemnation awards (which proceeds and awards shall be apportioned to the Unit Owners based upon the provisions of Sections 16.1 and 17.4, respectively), shall be divided among all Owners in proportion to their respective interests in the Common Elements; provided, however, that no payment shall be made to an Owner until all mortgages and liens on his Unit, in the order of their priority, have been satisfied out of his share of such net proceeds. The termination of the Condominium shall be effective upon a certificate of the Association, executed by its President and Secretary, certifying the basis of the termination being recorded among the public records of the County. Upon recordation of such certificate, the Association shall notify the Division and provide a copy of the certificate in accordance with Section 718.117 of the Condominium Act.

This Section may not be amended without the consent of the Developer as long as it holds any Units for sale in the ordinary course of business. The requirement in this Section for approval of a termination of the Condominium by the Primary Institutional First Mortgagee shall not be amended without the consent of the Primary Institutional First Mortgagee, which shall not be unreasonably withheld.

Section 22: Additional Rights of Mortgagees and Others

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

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

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

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

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

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

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

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

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

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

22.4 Except to the extent that the Condominium Act requires a greater percentage of the Owners to consent, the consent of Owners holding at least 75% of the total votes in the Association shall be required to add or amend any material provisions of this Declaration which establish, provide for, govern or regulate any of the following:

- (a) Voting rights;
- (b) Increases in Assessments that raise the previously Assessment by more than 25%, Assessment liens or the priority of Assessment liens;
- (c) Reductions in reserves for maintenance, repair and replacement of the Common Elements;
- (d) Hazard or fidelity insurance requirements;
- (e) Rights to use of the Common Elements;
- (f) Responsibility for maintenance and repair of the Condominium Property;
- (g) Boundaries of any Unit;
- (h) The reallocation of interests in the Common Elements or Limited Common Elements or the rights to their use;
- (i) Convertibility of Units into Common Elements or of Common Elements into Units;
- (j) Leasing of Units;
- (k) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit; and
- (l) The expansion or contraction of the Condominium Property, or the addition, annexation, or withdrawal of property to or from the Condominium;
- (m) Restoration or repair of the Condominium (after damage or partial condemnation) in a manner other than as provided in this Declaration; or
- (n) Any provisions, which are for the express benefit of holders, insurers or guarantors of first mortgages on the Units.

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

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

22.7 Any holder of a first mortgage on a Unit who receives a written request to approve additions or amendments as governed by this Section and fails to deliver or mail to the requesting party a negative response which is received by such requesting party within thirty (30) days thereafter shall be deemed to have approved such request.

22.8 As required by Section 718.110 of the Condominium Act, any mortgagee consent required under this Section shall not be unreasonably withheld, and Section 718.110 (11) shall be deemed to apply to the extent applicable.

Section 23: Disclaimer of Warranties

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

ALL UNIT OWNERS, BY VIRTUE OF THEIR ACCEPTANCE OF TITLE TO THEIR RESPECTIVE UNITS (WHETHER FROM THE DEVELOPER OR ANOTHER PARTY), SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ALL OF THE AFORESAID DISCLAIMED WARRANTIES AND INCIDENTAL AND CONSEQUENTIAL DAMAGES.

Section 24: Acceptance of Condition of Property

24.1 The Condominium Property and the Unit being purchased have been converted to the condominium form of ownership from an apartment building known The Palms of Beach Park Apartments for which construction was completed in approximately 1960, and the Unit has been previously occupied. Each Owner has accepted possession of the Unit, any assigned Parking Space, and any other assigned Limited Common Elements, if applicable, and all other appurtenances to the Unit and the personal property and fixtures thereof in an "AS IS" condition. Each Owner, prior to purchase, has inspected the Unit and any assigned Parking Space and any other assigned Limited Common Elements, if applicable, and all other appurtenances to the Unit and the personal property and fixtures thereof and has found the condition thereof to be acceptable and to Owner's satisfaction.

24.2 Owner acknowledges that Developer has delivered to Owner, prior to purchase, the Disclosure of Building Conditions regarding the improvements being converted to condominium ownership prepared in accordance with Section 718.616 of the Condominium Act. Such Disclosure of Building Conditions contains the results of a termite inspection and also information pertaining to the estimated replacement costs for various building components.

24.3 Each Owner acknowledges that: (i) the Condominium Property is located adjacent to roads and alleys, the Condominium may be affected by traffic and noise from time to time, and the roads and alleys may be improved, widened, or blocked (temporarily or permanently) in the future, (ii) the views and natural light from an Owner's Unit can change over time due to, among other things, additional development and the addition or removal of landscaping, (iii) the uses or zoning of adjacent property may change in the future, (iv) sound may be transmitted from one Unit to another or within a Unit from one floor to another, and any such transmission of noise may not constitute a use of a Unit that interferes with or causes disruption to the use and quiet enjoyment of another Unit by its respective Owner and/or occupant, (v) the Condominium Plat and the dimensions and square footage calculations shown thereon are only approximations, (vi) Owners should expect that assessment amounts can and will increase over time due in part to inflation and increases in the cost of certain items beyond the control of the Association, and (vii) exposed concrete surfaces are subject to cracking due to (a) water penetration, (b) expansion and contraction of the concrete with temperature changes, and (c) building settlement.

24.4 Every building contains products that have water, powders, solids and industrial chemicals, which were used in construction. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals that may cause allergic or other bodily reactions in certain individuals. Leaks, wet flooring and moisture will contribute to the growth of molds, mildew, fungus or spores. Owner understands and agrees that Developer is not responsible for any illness or allergic reactions that Owner may experience as a result of mold, mildew, fungus or spores. It is the Owner's responsibility to keep the unit clean, dry, well-ventilated and free of contamination.

Section 25: Mediation and Arbitration

All issues or disputes which are recognized by the Act or by administrative rules promulgated under the Act as being appropriate or required for mediation or arbitration shall first be submitted to such alternative resolution procedures for resolution before resorting to civil litigation, in accordance with Section 718.1255 of the Condominium Act.

Section 26: Additional Provisions

26.1 Notices. All notices to the Association required or desired hereunder or under the By-Laws shall be sent by first class mail to the Association in care of its office at the Condominium, or to such other address as the Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the address of such Unit Owner appearing in the Association's records at the time the notice is transmitted. Where a Unit is

owned by more than one person, the Association shall provide notice, for meetings and all other purposes, to that one address which the Developer initially identifies for that purpose and thereafter as one or more of the Owners of the Unit shall so advise the Association in writing, or if no address is given or the Owners of the Unit do not agree, to the address provided in the deed of record.

All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to the Association,

All notices shall be deemed to have been given when mailed in a postage prepaid sealed wrapper, except notices of a change of address, which shall be deemed to have been given when received, or 5 business days after proper mailing, whichever shall first occur.

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

26.3 Binding Effect of Section 718.303, Florida Statutes. The provisions of Section 718.303(1) of the Condominium Act pertaining to obligations of Owners, waiver, and levy of fine against Units by Association shall be in full force and effect for this Condominium and are incorporated herein.

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

26.5 Right of Developer to Convey Property to the Association. The Developer hereby reserves the right to convey to the Association any real property lying contiguous to the Condominium Property free and clear of liens and encumbrances, including, but not limited to, parcels more suitable to become Association Property rather than Common Elements. All costs and expenses associated with such Association Property shall be Common Expenses. The Association shall be required to accept any such conveyance from the Developer.

26.6 Exhibits. There are hereby incorporated in this Declaration all materials contained in the exhibits annexed hereto, except that as to such exhibits, any conflicting

provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.

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

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

26.9 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

26.10 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each Occupant who is not a Unit Owner (by reason of such occupancy), shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles of Incorporation, the By-Laws and applicable rules and regulations, are fair and reasonable in all material respects.

26.11 Gender, Plurality. For convenience and ease of reference, the third person singular impersonal form of pronoun "it" has been used herein without regard to the proper grammatical person or gender of the party being referred to. All such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

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

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 21st day of April, 2006

WITNESSES:

Ameraus Properties, LLC, a Florida limited liability company

Ronald G. Simon
Print Name: RONALD G. SIMON

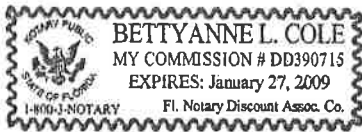
By: [Signature]
Print Name: Gigi Fernandez
Its: President

[Signature]
Print Name: Jane Geddis

(Seal)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21 day of APRIL, 2006, by GIGI FERNANDEZ as PRES. of Ameraus Properties, LLC, a Florida limited liability company, on behalf of the company. He/she X is personally known to me or ___ has produced ___ as identification.



[Signature]
NOTARY PUBLIC
My Commission Expires:

**CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM
PALMS OF BEACH PARK, A CONDOMINIUM**

Bank of Florida-Tampa Bay, a Florida banking corporation, the holder of a mortgage dated May 10, 2005, and recorded in Official Records Book 14984, Page 700, of the public records of Hillsborough County, Florida as has been or may be amended from time to time, ("Mortgage"), which Mortgage encumbers the real property described in Exhibit No. 1 to Declaration of Condominium for Palms of Beach Park, a Condominium, hereby consents to the recording of such Declaration of Condominium.

DATE: April 21, 2006

WITNESSES:

**Bank of Florida-Tampa Bay, a Florida
banking corporation**

Ronald G. Simon
Print Name: RONALD G. SIMON

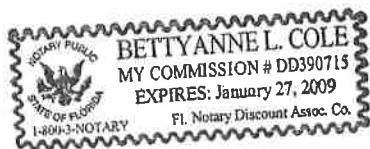
By: [Signature]
Print Name: Chris Williams
Its: SVP

[Signature]
Print Name: Gisela Fernandez

(Seal)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 21ST day of APRIL, 2006, by GISIS FERNANDEZ, SERVICE PRES of Bank of Florida-Tampa Bay, a Florida banking corporation, on behalf of such banking institution. (He/She) is personally known to me or has produced as identification.



[Signature]
NOTARY PUBLIC
My Commission Expires:

EXHIBIT NO. 1 TO DECLARATION OF CONDOMINIUM

(Legal Description of Condominium Property and Reduced Condominium Drawings)

The legal description of the Condominium property is as follows and is provided for the sake of clarity:

Lots 7, 8, 9, 10, 11, and 12, Watts Subdivision, according to the plat thereof recorded in Plat Book 20, page 40 of the Public Records of Hillsborough County, Florida

The original Condominium drawings (which constitute Exhibit No. 1 to the Declaration of Condominium) are recorded in the Condominium Book and Page as referenced on the bottom of the first page of the Declaration of Condominium. A reduced-in-size copy of the Condominium drawings which constitute such Exhibit No. 1 are attached hereto for purposes of reference.

EXHIBIT NO. 2 TO DECLARATION OF CONDOMINIUM
(Articles of Incorporation)

EXHIBIT NO. 4 TO DECLARATION OF CONDOMINIUM
(Percentage Shares in Common Elements and Common Surplus)

F:\CLIENTS\A\Aimeraus Properties, LLC\Draft Condo Docs\Revised Filed Docs\Declaration 3-6-06.doc

Percentage Ownership Table

<u>Suite #</u>	<u>Sq. Footage</u>	<u>Unit Type</u>	<u>Percentage of Ownership</u>
Building #1			
101	904	F	3.66%
102	904	F	3.66%
103	627	A	2.54%
104	627	A	2.54%
105	627	A	2.54%
106	627	A	2.54%
107	627	A	2.54%
108	627	A	2.54%
109	627	A	2.54%
110	627	A	2.54%
111	627	B	2.54%
112	627	B	2.54%
200	809	C	3.27%
201	904	F	3.66%
202	904	F	3.66%
203	922	A/D	3.73%
204	922	A/D	3.73%
205	627	A	2.54%
206	627	A	2.54%
207	627	A	2.54%
208	627	A	2.54%
209	627	A	2.54%
210	627	A	2.54%
211	627	B	2.54%
212	627	B	2.54%

Total Bldg. Sq. Ft. = 17555

Building #2

301	688	E	2.78%
302	688	E	2.78%
303	688	E	2.78%
304	688	E	2.78%
305	688	E	2.78%
306	688	E	2.78%
307	688	E	2.78%
308	688	E	2.78%

Total Bldg. Sq. Ft. = 5504

Building #3

401	827	G	3.35%
402	827	G	3.35%

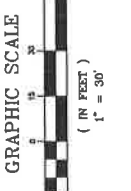
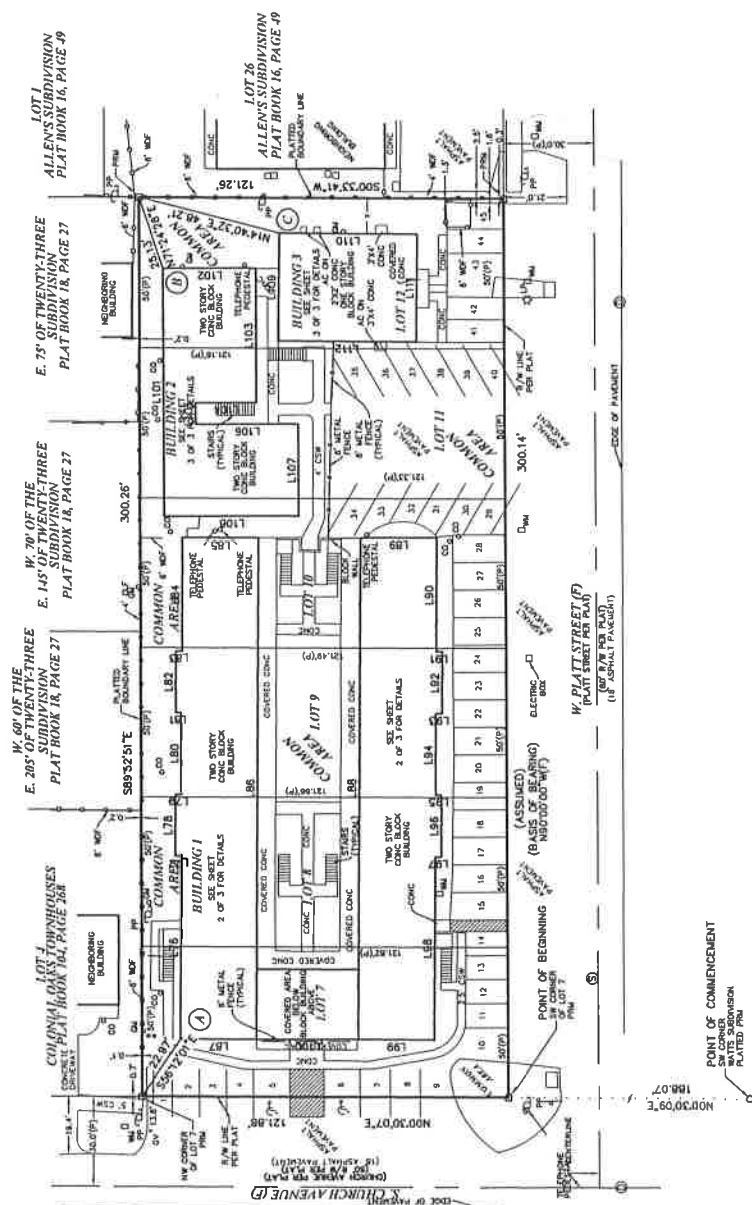
Total Bldg. Sq. Ft. = 1654

TOTAL Sq. Ft. 24,713

ref. Palm Beach Report #2

PALMS OF BEACH PARK, A CONDOMINIUM
SECTION 21, TOWNSHIP 29 SOUTH, RANGE 18 EAST
CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA.

LINE	LENGTH	BEARING
L1	81.00'	S89°23'54"E
L2	2.00'	N00°33'04"E
L3	20.63'	S89°28'46"E
L4	2.00'	S00°33'04"W
L5	27.35'	S89°28'56"E
L6	2.00'	N00°33'04"E
L7	20.60'	S89°28'36"E
L8	18.00'	S89°28'36"E
L9	38.00'	S89°28'36"E
L10	25.31'	S00°33'04"W
L11	167.58'	S89°28'56"E
L12	25.30'	S00°33'04"W
L13	167.65'	S89°28'56"E
L14	25.30'	S00°33'04"W
L15	38.04'	S89°28'56"E
L16	2.00'	S00°33'04"W
L17	20.60'	S89°28'36"E
L18	2.00'	N00°33'04"E
L19	2.00'	S00°33'04"W
L20	2.00'	S00°33'04"W
L21	2.00'	S00°33'04"W
L22	20.67'	S89°28'36"E
L23	81.00'	N00°33'04"E
L24	25.30'	N00°33'04"E
L25	34.03'	N00°33'04"E
L26	82.76'	S89°28'56"E
L27	30.70'	S00°33'04"W
L28	44.89'	S89°28'56"E
L29	2.00'	N00°33'04"E
L30	2.00'	N00°33'04"E
L31	34.23'	S00°33'04"W
L32	30.71'	N89°52'47"W
L33	44.78'	N00°07'13"E
L34	38.07'	S89°28'15"E
L35	45.93'	N00°48'10"E
L36	38.07'	S89°28'15"E
L37	45.93'	N00°48'10"E



SURVEYOR'S CERTIFICATION:
I, THE UNDERSIGNED SURVEYOR, HEREBY CERTIFY THAT THE BUILDING, AND THE IMPROVEMENTS SHOWN HEREON HAVE BEEN SUBSTANTIATED UNDER MY COMPLETION OF THIS CONDOMINIUM PLAT PREPARED UNDER MY REGISTRATION AND DEPARTMENTAL COMPLIANCE WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART I, FLORIDA STATE STATUTES, AND TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, THIS DOCUMENT IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE COMMON IMPROVEMENTS; AND THAT THE LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THIS DOCUMENT.

By: *Raymond J. Thompson*
Surveyor, Raymond J. Thompson
P.L.S. #4-560 DATE: 5/4/06
Raymond Thompson PSM, Inc.
403 N. Howard Avenue, Suite 200
Tampa, Florida 33606
Phone: (813) 873-1970
LB Number 7306



LEGEND

AK	NO COMMONER
AL	CALCULATED MEASUREMENT
AM	LIGHT PIPE
AN	CONCRETE
AO	CONCRETE
AP	CONCRETE
AQ	CONCRETE
AR	CONCRETE
AS	CONCRETE
AT	CONCRETE
AU	CONCRETE
AV	CONCRETE
AW	CONCRETE
AX	CONCRETE
AY	CONCRETE
AZ	CONCRETE
BA	CONCRETE
BB	CONCRETE
BC	CONCRETE
BD	CONCRETE
BE	CONCRETE
BF	CONCRETE
BG	CONCRETE
BH	CONCRETE
BI	CONCRETE
BJ	CONCRETE
BK	CONCRETE
BL	CONCRETE
BM	CONCRETE
BN	CONCRETE
BO	CONCRETE
BP	CONCRETE
BQ	CONCRETE
BR	CONCRETE
BS	CONCRETE
BT	CONCRETE
BU	CONCRETE
BV	CONCRETE
BW	CONCRETE
BX	CONCRETE
BY	CONCRETE
BZ	CONCRETE
CA	CONCRETE
CB	CONCRETE
CC	CONCRETE
CD	CONCRETE
CE	CONCRETE
CF	CONCRETE
CG	CONCRETE
CH	CONCRETE
CI	CONCRETE
CJ	CONCRETE
CK	CONCRETE
CL	CONCRETE
CM	CONCRETE
CN	CONCRETE
CO	CONCRETE
CP	CONCRETE
CQ	CONCRETE
CR	CONCRETE
CS	CONCRETE
CT	CONCRETE
CU	CONCRETE
CV	CONCRETE
CW	CONCRETE
CX	CONCRETE
CY	CONCRETE
CA	CONCRETE

LEGAL DESCRIPTION:
LOTS 7, 8, 9, 10, 11, AND 12, WATTS SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 20, PAGE 40 OF THE PUBLIC RECORDS OF HILLSBOROUGH COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF AFOREMENTIONED WATTS SUBDIVISION; THENCE N00°30'09"E, A DISTANCE OF 186.07 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7, AND THE POINT OF BEGINNING; THENCE N00°30'07"E, A DISTANCE OF 142.88 FEET TO THE NORTHWEST CORNER OF SAID LOT 7; THENCE S89°32'31"E, A DISTANCE OF 300.26 FEET TO THE NORTHEAST CORNER OF LOT 12; THENCE S00°33'41"W, A DISTANCE OF 121.26 FEET TO THE SOUTHWEST CORNER OF SAID LOT 12; THENCE N80°00'00"W A DISTANCE OF 300.14 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.638 ACRES (36,495 SQUARE FEET) OF LAND MORE OR LESS.

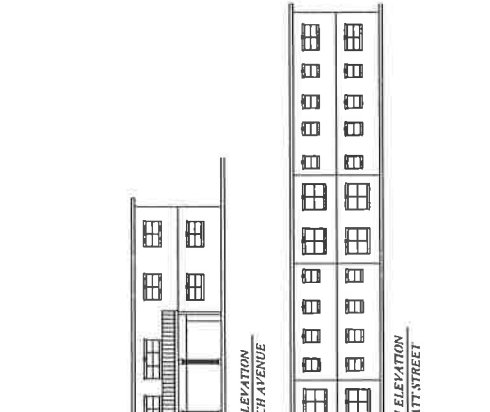
SURVEYOR'S NOTES:
1. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
2. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
3. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
4. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
5. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
6. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
7. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
8. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
9. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
10. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
11. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
12. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
13. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
14. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
15. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
16. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
17. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
18. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
19. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
20. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
21. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
22. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
23. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
24. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
25. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
26. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
27. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
28. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
29. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
30. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
31. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
32. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
33. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
34. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
35. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
36. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
37. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
38. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
39. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
40. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
41. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
42. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
43. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
44. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
45. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
46. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
47. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
48. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
49. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
50. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
51. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
52. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
53. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
54. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
55. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
56. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
57. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
58. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
59. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
60. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
61. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
62. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
63. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
64. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
65. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
66. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
67. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
68. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
69. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
70. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
71. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
72. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
73. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
74. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
75. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
76. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
77. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
78. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
79. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
80. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
81. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
82. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
83. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
84. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
85. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
86. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
87. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
88. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
89. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
90. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
91. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
92. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
93. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
94. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
95. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
96. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
97. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
98. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
99. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.
100. THIS OFFICE HAS NOT INVESTIGATED THIS FOR ANY PURPOSE OR PURPOSES.

PALMS OF BEACH PARK, A CONDOMINIUM

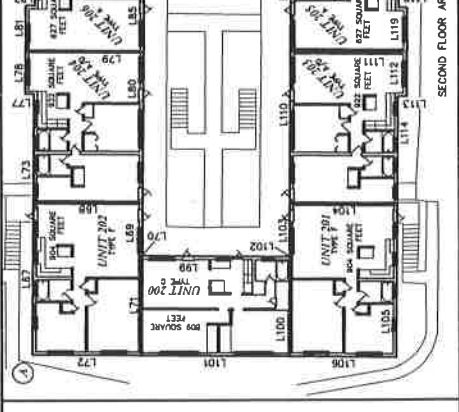
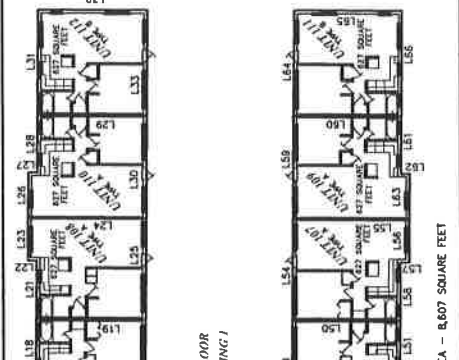
SECTION 21, TOWNSHIP 29 SOUTH, RANGE 18 EAST
CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA.

LINE	LENGTH	BEARING
L1	35.77	S89°26'56"E
L2	25.30	N00°33'04"E
L3	25.30	N00°33'04"E
L4	25.30	S89°26'56"E
L5	25.30	S00°33'04"W
L6	4.00	S89°26'56"E
L7	7.65	S89°26'56"E
L8	25.30	S00°33'04"W
L9	25.30	S00°33'04"W
L10	11.65	S89°26'56"E
L11	13.63	S89°26'56"E
L12	2.00	N00°33'04"E
L13	2.00	N00°33'04"E
L14	27.30	S89°26'56"E
L15	27.30	S89°26'56"E
L16	10.37	S89°26'56"E
L17	2.00	S00°33'04"W
L18	13.64	S89°26'56"E
L19	25.30	N00°33'04"E
L20	33.97	S89°26'56"E
L21	13.67	S89°26'56"E
L22	10.03	S89°26'56"E
L23	10.03	S89°26'56"E
L24	27.30	N00°33'04"E
L25	27.30	S89°26'56"E
L26	10.67	S89°26'56"E
L27	2.00	S00°33'04"W
L28	25.30	S00°33'04"W
L29	25.30	S00°33'04"W
L30	24.00	S89°26'56"E
L31	24.67	S89°26'56"E
L32	25.31	S00°33'04"W
L33	24.57	S89°26'56"E

LINE	LENGTH	BEARING
L34	35.72	S89°26'56"E
L35	25.30	N00°33'04"E
L36	35.73	S89°26'56"E
L37	25.30	N00°33'04"E
L38	11.65	S89°26'56"E
L39	25.30	S00°33'04"W
L40	4.00	S89°26'56"E
L41	5.00	S00°33'04"W
L42	4.00	S89°26'56"E
L43	20.30	N00°33'04"E
L44	23.95	S89°26'56"E
L45	27.30	N00°33'04"E
L46	10.33	S89°26'56"E
L47	27.30	S89°26'56"E
L48	13.63	S89°26'56"E
L49	23.97	S89°26'56"E
L50	25.30	N00°33'04"E
L51	13.64	S89°26'56"E
L52	2.00	S00°33'04"W
L53	10.34	S89°26'56"E
L54	23.97	S89°26'56"E
L55	23.97	S89°26'56"E
L56	10.07	S89°26'56"E
L57	4.00	N00°33'04"E
L58	13.64	S89°26'56"E
L59	24.04	S89°26'56"E
L60	25.30	N00°33'04"E
L61	25.30	S00°33'04"W
L62	2.00	S00°33'04"W
L63	10.67	S89°26'56"E
L64	24.67	S89°26'56"E
L65	25.30	S00°33'04"W
L66	24.67	S89°26'56"E



LINE	LENGTH	BEARING
L100	33.30	S89°26'56"E
L101	34.67	N00°33'04"E
L102	0.31	N00°33'04"E
L103	12.45	S89°26'56"E
L104	12.45	S89°26'56"E
L105	35.23	N89°25'24"E
L106	24.67	N00°33'04"E
L107	35.61	S89°26'56"E
L108	27.30	N00°33'04"E
L109	10.34	S89°26'56"E
L110	2.00	N00°33'04"E
L111	10.34	S89°26'56"E
L112	2.00	N00°33'04"E
L113	10.34	S89°26'56"E
L114	24.15	S89°26'56"E
L115	25.30	N00°33'04"E
L116	13.64	S89°26'56"E
L117	13.67	N89°25'24"E
L118	2.00	S00°33'04"W
L119	10.34	S89°26'56"E
L120	33.98	S89°26'56"E
L121	10.34	S89°26'56"E
L122	2.00	N00°33'04"E
L123	10.34	S89°26'56"E
L124	13.47	N89°25'24"E
L125	23.72	S89°26'56"E
L126	25.30	S00°33'04"W
L127	13.47	N89°25'24"E
L128	24.67	S89°26'56"E
L129	10.34	S89°26'56"E
L130	24.67	S89°26'56"E
L131	25.30	N00°33'04"E
L132	34.67	N89°25'24"E

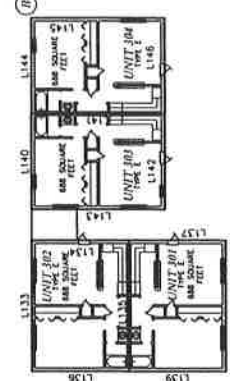


- NOTES:
- THIS CONDOMINIUM PLAT IS SUBJECT TO ALL OF THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM TO WHICH THIS PLAT IS ATTACHED.
 - THE UNIT SHALL NOT BE DEEMED TO INCLUDE UTILITY SERVICES WHICH MAY BE PROVIDED BY ANY PUBLIC UTILITY COMPANY OR OTHER SERVICE PROVIDER.
 - COMMON ELEMENTS AND/OR A UNIT OR UNITS OTHER THAN OR IN ADDITION TO THE UNIT WITHIN WHICH CONTAINED, AND THE UNIT SHALL NOT INCLUDE COLLARS OR PARTITIONS CONTRIBUTING TO THE SUPPORT OF THE BUILDING. THE TERMS HERE IDENTIFIED ARE PART OF THE COMMON ELEMENTS.
 - COMMON ELEMENTS ARE THOSE PORTIONS OF THE CONDOMINIUM PROPERTY NOT CONTAINED WITHIN THE INDIVIDUAL UNITS.
 - THE FLOOR PLANS SHOWN HEREON WERE FIELD MEASURED FROM INTERIOR WALL TO INTERIOR WALL. OVERALL EXTERIOR UNIT BOUNDARY DIMENSIONS SHOWN HEREON HAVE BEEN FIELD MEASURED.

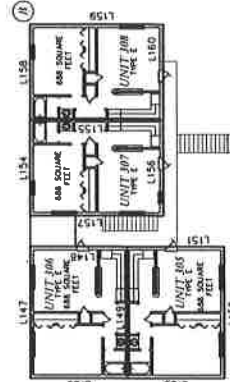
PALMS OF BEACH PARK, A CONDOMINIUM

SECTION 21, TOWNSHIP 29 SOUTH, RANGE 18 EAST
CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA.

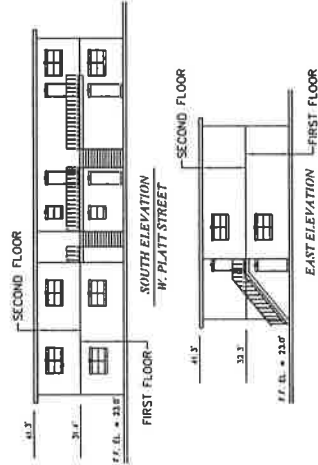
LINE	LENGTH	BEARING
L131	30.71	S89°52'47"E
L132	22.38	N00°07'13"E
L133	30.71	N89°52'47"W
L134	22.38	S00°07'13"W
L135	30.71	S89°52'47"W
L136	22.38	N00°07'13"E
L137	30.71	N89°52'47"W
L138	22.38	S00°07'13"W
L139	22.38	N00°07'13"E
L140	22.40	S89°52'47"E
L141	30.70	S00°07'13"W
L142	22.40	N89°52'47"W
L143	30.70	N00°07'13"E
L144	22.40	S89°52'47"W
L145	30.70	S00°07'13"W
L146	22.40	N89°52'47"W
L147	30.71	S89°52'47"E
L148	22.39	S00°07'13"W
L149	30.71	N89°52'47"W
L150	22.38	N00°07'13"E
L151	30.71	N89°52'47"W
L152	22.38	N00°07'13"E
L153	22.40	S89°52'47"E
L154	30.70	S00°07'13"W
L155	22.40	N89°52'47"W
L156	30.70	N00°07'13"E
L157	22.40	S89°52'47"W
L158	30.70	S00°07'13"W
L159	22.40	N89°52'47"W
L160	22.40	N89°52'47"W



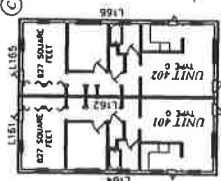
1ST FLOOR
BUILDING 2
FIRST FLOOR AREA - 4,330 SQUARE FEET



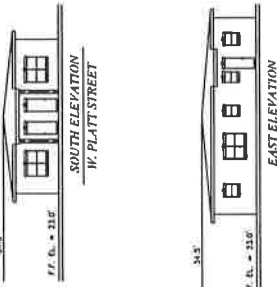
2ND FLOOR
BUILDING 2
SECOND FLOOR AREA - 4,307 SQUARE FEET



LINE	LENGTH	BEARING
L161	18.01	S89°09'15"E
L162	18.01	S89°09'15"E
L163	45.81	N00°00'00"W
L164	45.81	S00°48'10"W
L165	18.01	N89°09'15"E
L166	45.81	N00°48'10"E



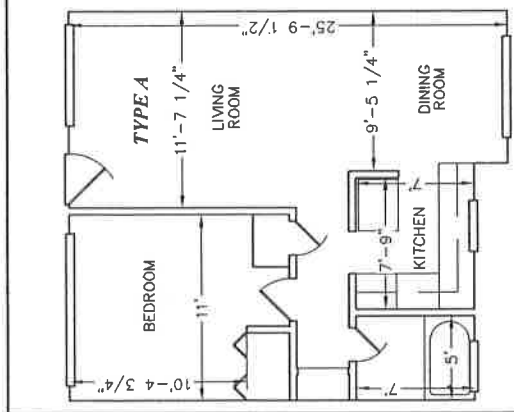
ONE STORY BUILDING
BUILDING 3



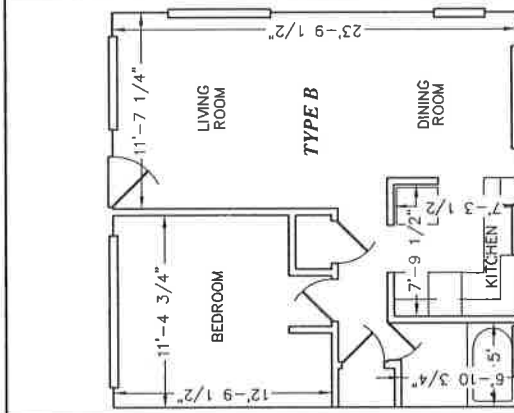
- 1. THIS CONDOMINIUM PLAT IS SUBJECT TO ALL OF THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM TO WHICH THIS PLAT IS ATTACHED.
- 2. THE UNIT SHALL NOT BE DEEMED TO INCLUDE UTILITY SERVICES, WHICH MAY BE COMMON ELEMENTS AND/OR A UNIT OR UNITS OTHER THAN OR IN ADDITION TO THE UNIT WITHIN WHICH CONTAINED, AND THE UNIT SHALL NOT INCLUDE COLUMNS OR PARTITIONS CONTRIBUTING TO THE SUPPORT OF THE BUILDING. THE TERMS HERE IDENTIFIED ARE PART OF THE COMMON ELEMENTS ARE THOSE PORTIONS OF THE CONDOMINIUM PROPERTY NOT CONTAINED WITHIN THE INDIVIDUAL UNITS.
- 3. THE FLOOR PLANS SHOWN HEREON WERE FIELD MEASURED FROM INTERIOR WALL TO INTERIOR WALL. OVERALL EXTERIOR UNIT BOUNDARY DIMENSIONS SHOWN HEREON HAVE BEEN FIELD MEASURED.

PALMS OF BEACH PARK, A CONDOMINIUM

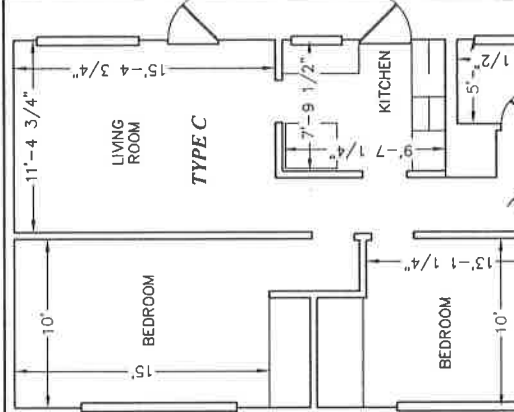
**SECTION 21, TOWNSHIP 29 SOUTH, RANGE 18 EAST
 CITY OF TAMPA, HILLSBOROUGH COUNTY, FLORIDA.**



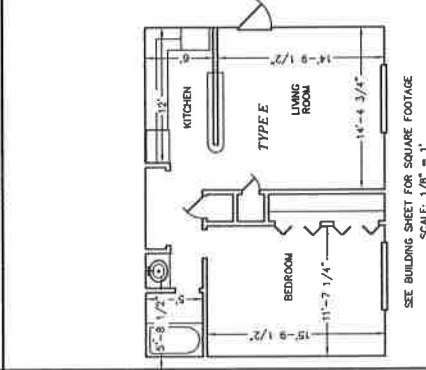
SEE BUILDING SHEET FOR SQUARE FOOTAGE
 SCALE: 3/16" = 1'



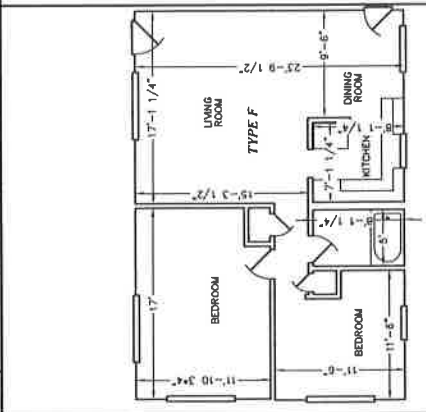
SEE BUILDING SHEET FOR SQUARE FOOTAGE
 SCALE: 3/16" = 1'



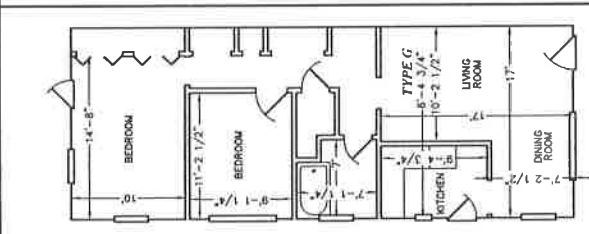
SEE BUILDING SHEET FOR SQUARE FOOTAGE
 SCALE: 3/16" = 1'



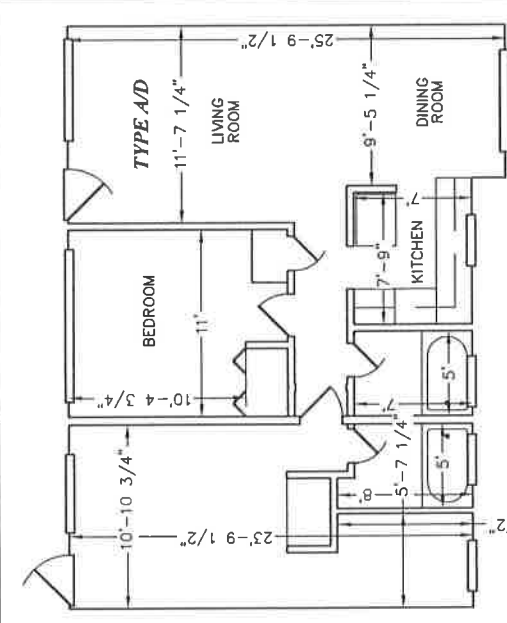
SEE BUILDING SHEET FOR SQUARE FOOTAGE
 SCALE: 1/8" = 1'



SEE BUILDING SHEET FOR SQUARE FOOTAGE
 SCALE: 1/8" = 1'



SEE BUILDING SHEET FOR SQUARE FOOTAGE
 SCALE: 1/8" = 1'



SEE BUILDING SHEET FOR SQUARE FOOTAGE
 SCALE: 3/16" = 1'

SEE BUILDING SHEET FOR SQUARE FOOTAGE
 SCALE: 3/16" = 1'

- NOTES:
1. THIS CONDOMINIUM PLAT IS SUBJECT TO ALL OF THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM TO WHICH THIS PLAT IS ATTACHED.
 2. THE UNIT SHALL NOT BE DEEMED TO INCLUDE UTILITY SERVICES WHICH MAY BE CONTAINED WITHIN THE BOUNDARIES OF THE UNIT BUT WHICH ARE UTILIZED BY THE UNIT OR WHICH ARE COMMON TO THE UNIT.
 3. THE FLOOR PLANS SHOWN HEREON WERE FIELD MEASURED FROM INTERIOR WALL TO INTERIOR WALL EXCEPT WHERE SHOWN OTHERWISE. EXTERIOR WALL DIMENSIONS SHOWN HEREON HAVE BEEN FIELD MEASURED.
 4. ELEVATIONS BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929.
 5. THE FLOOR PLANS SHOWN HEREON WERE FIELD MEASURED FROM INTERIOR WALL TO INTERIOR WALL EXCEPT WHERE SHOWN OTHERWISE. EXTERIOR WALL DIMENSIONS SHOWN HEREON HAVE BEEN FIELD MEASURED.