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DECLARATION OF CONDOMINIUM  
 FOR  
 THE ELEMENT AT METROWEST, A CONDOMINIUM

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BEACH HILL DEVELOPMENT BRISTOL, LLC, a Florida limited liability company, as Developer, hereby declares as follows:

### **Section 1: Introduction and Submission**

1.1 **The Land.** The Developer owns the fee title to certain land together with improvements thereon located in Orange County, Florida, as more particularly described in Exhibit. "A" hereto (the "Land").

1.2 **Submission Statement.** The Developer hereby submits the Land together with all improvements from time to time erected or to be installed thereon 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.

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.

1.4 **Name.** The name by which this condominium is to be identified is, THE ELEMENT AT METROWEST, 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 hereof.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, as may be amended from time to time. A certified copy of the original Articles of Incorporation are attached hereto as Exhibit "C".

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 THE ELEMENT AT METROWEST CONDOMINIUM ASSOCIATION, INC., a Florida corporation not-for-profit, 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 "Buildings" means the structures within which the Units and certain 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 "D"

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 support of any other Unit or the Buildings;
- (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, stairwells, alarm systems, access systems, or security systems not contained within a specific Unit;
- (f) All pipes, lines, wiring, facilities and conduits located within the walls which bound and are contained within a Unit and which provide services to more than one Unit; and

(g) 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 which shall be assessed or imposed against Units in the Condominium by the Association as authorized by the Act. 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 Official Records Book and Page identified on the first (1st) page hereof constituting Exhibit A, attached hereto. For purpose of reference, a reduced-in-size copy of the Condominium Plat is attached hereto.

2.14 "Condominium Property" means the Land and the improvements constructed thereon which have been submitted to condominium ownership under this Declaration, subject to the limitations thereof and exclusions therefrom.

2.15 "County" means Orange 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 BEACH HILL DEVELOPMENT BRISTOL, 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. 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. Any other than the above cannot retain control of the Association after a majority of the units have been sold unless it receives an assignment of the creating developer's rights and obligations. Any lender that forecloses on a mortgage that Developer has granted will acquire all of Developer's 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"), Corus Bank, N.A., a national banking association, or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units, or any Mortgage on the condominium property at the time the Condominium is formed. 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 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 "Master Articles" means the Articles of Incorporation of the Master Association as they exist from time to time and as they may be amended from time to time.

2.21 "Master Association" means the METROWEST MASTER ASSOCIATION, INC., a corporation, and its successors or assigns. The Master Association is more fully described in paragraph 3.8 below.

2.22 "Master By-Laws" means the By-Laws of the Master Association as they exist from time to time and as they may be amended from time to time.

2.23 "Master Declaration" means Master Declaration of Restrictions and Protective Covenants For Metrowest, recorded in Official Records Book 3759, at Page 2756, Supplements 1, 2, and 3 to The Master Declaration recorded in Official Records Book 3913, at Page 2944, Official Records Book 3936, at Page 4185, and Official Records Book 3968, at Page 1279; First Amendment to Master Declaration recorded in Official Records Book 5114, at Page 1077, and Second Amendment to the Master Declaration recorded in Official Records Book 6189, at Page 2476, all of the Public Records of Orange County, Florida, and all amendments thereto, which are made from time to time. The Master Declaration is more fully described in paragraph 3.8 below.

2.24 "Management Agreement" means and refers to any agreement entered into by the Association from time to time for the operation and administration of the Condominium and the management of the Condominium Property.

2.25 "Management Firm" means and refers to any person or entity contracted by the Association to perform management functions for and on behalf of the Association. Any management firm must be a professional community association manager duly licensed under Florida law to provide management services to condominium projects.

2.26 "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.

2.27 "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.

2.28 "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. There are two types of Units in the Condominium: "Commercial Units," which consist of the Commercial Units identified on the Condominium Plat, and "Residential Units", which shall exist in the Building as identified on the Condominium Plat and shall consist of all units other than the Commercial Units, and which shall be used for residential purposes.

2.29 "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 consists of three hundred twenty-eight (328) Residential Units and four (4) Commercial Units for a total of three hundred thirty-two (332) Units. Each such Unit is identified by a separate numerical designation as shown on the Condominium Plat, which exists as Exhibit No. A hereto, and which consists of a survey of the Land, a graphic description of the improvements located thereon (including the Units and the Buildings in which the Units are located), and a plot plan thereof. A reduced-in-size copy of the Condominium Plat as recorded in the Official Records Book and Page identified on the first (1st) 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 Buildings containing the Unit that lies within the following boundaries:

(a) Units.

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

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

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

(3) Interior Divisions of Unit. Except as provided in subsections (1) and (2) above, no part of the floor of the top floor, ceiling of the bottom floor, or nonstructural interior walls shall be considered a boundary of the Unit.

(ii) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be from the unfinished surface of the exterior surfaces of the exterior walls bounding the Unit and the centerline of the partitioning walls between units extended to their planar intersections with each other and with the upper and lower boundaries. Notwithstanding the above, the responsibility and costs for maintenance of the supporting walls and columns or the structure of the building are the responsibility of the Association.

(iii) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, bay windows, doors, and skylights, such boundaries shall be extended to include the windows, bay windows, doors, skylights and other fixtures located in such apertures, including all frameworks thereof; provided, however, that exterior surfaces made of glass or other transparent material and the exteriors 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 Buildings 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 either the Unit directly above the subject Unit and/or the Unit directly below the subject Unit and/or the laterally-adjacent Unit in order to permit occupancy of such areas as one residential living space in accordance with Section 18.15 herein.

3.3 Limited Common Elements.

(a) Limited Common Elements Appurtenant to All 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 if it only supplies that Unit, to the exclusion of all other Units; (b) the mailbox assigned to a particular Unit which shall be located within the Condominium Property; and (c) storage spaces, if any. 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. The Parking Spaces, (i.e. open, carports, and/or garages, if applicable), shown on the plan are Limited Common Elements to the Units they are assigned to, by Assignment given by the Developer.

(i) Automobile Parking Spaces – The parking areas (i.e. open, carports, and/or garages, if applicable), of the Condominium are Limited Common Elements of the Condominium and are set out in Exhibit "A" hereto. One or more parking spaces (i.e. open, carports, and/or garages, if applicable), may be assigned to a Condominium Unit as a Limited Common Element. Such parking spaces, (i.e. open, carports, and/or garages, if applicable), shall initially be assigned by the Developer, and the Developer may receive compensation from a purchaser in connection with the assignment of a parking space, (i.e. open, carports, and/or garages, if applicable), to a Unit. Unit Owners owning more than one parking space (i.e. open, carports, and/or garages, if applicable), may rent or sell their parking spaces to other Unit Owners or Tenants of Unit Owners. Any parking spaces, (i.e. open, carports, and/or garages, if applicable), that have not been assigned by the time of the turnover of the condominium from the Developer to the Association will become common elements and become the property of the Association. The Association may promulgate rules and regulations regarding the transfer of parking spaces, (i.e. open, carports, and/or garages, if applicable) among Unit Owners.

(ii) Parking spaces, (i.e. open, carports, and/or garages, if applicable) that have not yet been assigned shall be used by the Developer for prospective Unit purchasers and such other parties as the Developer may reasonably determine, so long as the Developer has Units for sale.

(iii) No parking space, (i.e. open, carports, and/or garages, if applicable), shall bear the same identifying number as any other.

(iv) Other than themselves, Owners may only allow their parking space(s), (i.e. open, carports, and/or garages, if applicable), to be used by a residing tenant of their Unit.

(b) Responsibilities of Unit Owners. Except as may be otherwise provided in this Section 3.3, all maintenance, repairs, replacements and reconstructions of, in or to any Limited Common Elements, whether structural or nonstructural, ordinary or extraordinary (including, without limitation, maintenance, repair, replacement and reconstruction of any exterior wall or railing of balcony / patio) shall be performed by the Association, except as otherwise expressly provided to the contrary herein. Each Unit Owner shall be responsible for replacing the necessary light bulbs for the foregoing light fixture(s) with the same color and bulb wattage. Each Unit Owner shall be responsible for the air-conditioning compressor contained within the limited Common Elements serving and providing service to such Unit Owner's unit. Each Unit Owner shall be solely responsible for maintaining all portions of the security system serving the Unit, including, without limitation, all electrical lines and other facilities. Each Unit Owner shall also be solely responsible for any costs associated with false alarms and all annual licensing or registration of alarms. The Association shall be responsible for the maintenance, repair, replacements and reconstruction, of parking spaces, (i.e. open, carports, and/or garages, if applicable).

(c) Insurance. Each Unit Owner shall be solely responsible for insuring any and all equipment, machinery, fixtures, furniture 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, and the Association shall not have any duty or obligation to do so. Notwithstanding anything contained in the foregoing to the contrary, the Association shall have the sole obligation of maintaining adequate insurance to protect the association, the association property, the common elements, and the condominium property required to be insured by the Association.

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 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 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.

(c) Encroachments. If: (a) any portion of the Common Elements encroaches upon any Unit or the land encumbered by the Master Declaration; (b) any Unit encroaches upon any other Unit or upon any portion of the Common Elements, Limited Common Elements or the land encumbered by the Master Declaration; (c) any land encumbered by the Master Declaration shall encroach upon any Unit, Common Element, or Limited Common Element; or (d) any encroachment shall hereafter occur as a result of (i) construction of the improvements; (ii) the non-purposeful or non-negligent act of the Unit Owner, Condominium Association, Master Association or Developer; (iii) settling or shifting of the improvements; (iv) 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 to such encroaching Unit, Common Element, Limited Common Element or land encumbered by the Master Declaration, as applicable, shall exist for such encroachment and for the maintenance of the same so long as the improvements shall exist.

(d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, 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. Until the Developer no longer holds units for sale or when the unit owners have assumed control of the association, whichever occurs first, 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. Until such time as the Developer has conveyed all Units to third parties, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common Elements for Unit models; sales, management and construction 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, banners, flags and other promotional material to advertise Units for sale or lease.

(g) Facilities and Services. Easements are reserved 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.

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

(i) Developer Activities. Until such time as the Developer completes and sells all of the Units in the Condominium, the Developer reserves the right to prohibit access to any portion of the Common Elements of the Condominium Property or uncompleted 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 construction and development. No Unit Owner or such Owner's guests or invitees shall in any way interfere or hamper the Developer, its employees, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, own any Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Units by the Developer, its employees, its successors or assigns. Notwithstanding the foregoing, Developer's rights to the common elements shall terminate upon transfer of association control, or when Developer ceases to offer units for sale, whichever occurs first.

(j) Association Easement. A perpetual, non-exclusive easement is hereby granted to the Association and its successors and assigns over, across, under and through the Condominium Property for the purpose of permitting the Association to perform its obligations hereunder. 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.

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. 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.

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, grantees, assigns, agents, employees, licensees, invitees and guests. All easements referred to herein shall be non-exclusive easements.

(k) Master Association Easements. All non-exclusive easements required by the Master Declaration shall be reserved in favor of the Master Association over the Condominium Property, provided that such easements will not prevent or unreasonably interfere with the reasonable use of the Units or the Condominium Property for their intended purposes.

### 3.5 Special Easements and Rights to Grant Easements.

(a) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with 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, 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.

Furthermore, until the Developer no longer holds units for sale or when the unit owners have assumed control of the association, whichever occurs first, Developer shall have the right and license for itself, its agents, successors and assigns to use, sell, lease or assign any space on the roofs of the Condominium buildings provided that such space is not already assigned as a Limited Common Element to a Residential Unit to any Person(s) for the construction, installation, use, maintenance, repair, replacement, improvement, removal and operation of telecommunication equipment signage. Developer shall have a non-exclusive and irrevocable easement over the roof areas to exercise its rights set forth above. Without limitation this easement shall include the right to construct, install, use, maintain, repair, replace, improve, remove and operate any type of telecommunication equipment and signage on the roofs of the Condominium buildings. In addition, Developer shall have a non-exclusive and irrevocable easement over other portions of the Condominium for access to and from such roof areas and to construct, install, use, maintain, repair, replace, improve, remove and operate any utility lines servicing such telecommunication equipment. Notwithstanding the above, the Developer shall install such utility lines and locations already used for such purposes or in which other utilities lines are located. Developer and the Association hereby agree to indemnify each other for any damage or destruction caused to the property of the other in the exercise of any easement right granted in this Declaration.

Notwithstanding the foregoing, all easements, reservation and rights retained by Developer in this Section 3.5(a) shall terminate and be cancelable by the association once Unit Owners other than the Developer have assumed control of the association or when the Developer no longer offers units for sale, whichever occurs first.

(b) Developer hereby reserves unto itself and its successors and its assigns, and grants to the Association with 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 their intended purposes.

(c) Developer hereby reserves unto itself and its successors and its assigns non-exclusive 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, provided that any such easement shall not interfere with the reasonable use of the Units for residential purposes.

(d) Developer hereby reserves the right to install all lines, pipes and facilities throughout the Condominium Property as may be needed for the use of the Units individually and/or collectively from time to time. Developer shall assume all costs associated with such installations. Subsequent to installation, unless otherwise provided and agreed to by the affected Unit Owner(s), the Association shall be responsible for the maintenance of such lines, pipes and facilities.

(e) Developer hereby reserves all rights of ownership interest in the mineral, oil or gas rights under the land.

(f) For as long as the Developer remains liable under any warranty, whether statutory, expressed, or implied, for any act or omission in the development of the Building or in the sale or marketing thereof, the Developer shall have the right to enter on the Condominium Property, and to take all actions necessary or convenient for the purpose of inspecting, testing, surveying, to determine the actions needed to fulfill any warranty or to determine the extent of the warranty, and to take those actions necessary to fulfill the Developer's responsibilities under the warranty. The Developer can nullify any warranty if the Association or a Unit Owner prohibit or limit access to the Common Elements or to a Unit as deemed necessary by the Developer in its sole discretion for any actions pursuant to the warranty.

(g) Developer hereby reserves the right to assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of the Developer as are specifically assigned to it. Any such assignment may be made on a nonexclusive basis. The rights of Developer under this Declaration are independent of the Developer's rights to control the Board of Directors of the Association, and, accordingly, shall not be deemed waived, transferred or assigned to the Unit Owners, the Board or the Association upon the transfer of control of the Association. Any assignment of Developer rights shall be evidenced by an instrument recorded with the formalities of a deed in the public records of the County. Any other than the above cannot retain control of the Association after a majority of the units have been sold unless it receives an assignment of the creating developer's rights and obligations.

3.6 Incidental Damage. Any damage to any Unit caused by, or as a result of, the carrying out of the maintenance responsibilities of the Association or another Unit Owner, or the negligence thereof, shall be repaired promptly by the Association as a Common Expense, or the Unit Owner, as the case may be. Any damage to any part of the Common Elements caused by or the result of any 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, if any, shall be repaired promptly at the expense of such Unit Owner.

3.7 Use of Multiple Units to Form One Comprehensive Residential or Commercial Space. A Unit may be combined with either the Unit directly above the subject Unit and/or the Unit directly below the subject Unit and/or the laterally-adjacent Unit in order to permit occupancy of such areas as one comprehensive residential space. 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 be considered to be a material alteration of or modification to the configuration or size of a Unit. In all events, the subject Units shall in no manner be considered to become one Unit, but rather shall at all times remain and be considered to exist in the same manner as prior to the combination for



purposes of Assessments, voting and all other matters as provided herein. Commercial Units and Residential Units may be combined with one another.

Any such combination of Units shall be required to comply with all applicable building, health, safety, and other applicable codes and laws as may be applicable. Additionally, no construction activities to effect such a combination shall be commenced without the prior written approval of the Board of Directors, which approval cannot be unreasonably withheld. The Board shall ensure that the combination of Units shall have no detrimental impact on the structural integrity of the Building or the usage of the other Units in the Building. The Board shall act in a reasonable and prudent manner in recognizing the rights of the Owner to combine such Units in the manner contemplated by this paragraph. The Developer shall be exempt from the approval provisions of this paragraph.

**3.8 The Master Association.** The Condominium is part of a community known as Metrowest. The common properties of Metrowest are governed by the Master Association pursuant to the terms and provisions of the Master Declaration. The Master Declaration also contains certain rules, regulations and restrictions relating to the use of the Condominium Property (including Units). The Condominium Association will be a member of the Master Association and its members will be subject to all of the terms and conditions of the Master Declaration, as amended and supplemented from time to time. Among the powers of the Master Association are the power to assess Unit Owners (and other members of the Master Association) for a pro-rata share of the expenses of the operation and maintenance (including the management fees relating to) of the Master Association and to impose and foreclose liens in the event such assessments are not paid when due. Except for those instances where the use is limited pursuant to the Master Declaration, the Unit Owners shall be entitled to use all common areas in accordance with and subject to the terms of the Master Declaration. The Master Association may impose certain obligations on the Condominium Association including, but not limited to, obligating the Condominium Association to collect Assessments due the Master Association despite the fact that such Assessments are not Common Expenses of the Condominium. Nothing in the Master Declaration shall conflict with the powers and duties of the Condominium Association or the rights of the Unit Owners as provided in the Act.

#### **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, and the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from such Unit and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, cannot be conveyed or encumbered, except together with such Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall 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 fractional shares in the Common Elements and Common Surplus, and the fractional share of the Common Expenses, appurtenant to each Unit is set forth in Exhibit "B" as attached hereto and made a part hereof by this reference. The allocation of fractional shares 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 the unfinished surface of the exterior surfaces of the exterior walls bounding the Unit and to the centerline of the partitioning walls between units extended to their planar intersections with each other and with the upper and lower boundaries.

(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 as set forth on Exhibit No. "B" to this Declaration.

(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 and every purchaser of a Unit, whether from the Developer or otherwise, hereby agrees to be bound by such calculations.

**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) 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 and any Lender of the Developer, and (2) no amendment may change the configuration or size of a Unit without the written consent of the affected Unit Owner(s). 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. The Developer reserves the right to make whatever changes it may deem necessary in the Condominium Plat and this Declaration until such time as Developer no longer has control of the Association. 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, change the proportion or percentage by which a Unit Owner shares the Common Expenses and owns the Common Surplus, or create timeshare estates, unless such amendment is also approved by the record Owner of the affected Unit, all record owners of liens on such affected Unit, and at least seventy-five percent (75%) of the total voting interests of the Association.

(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 terminate upon turnover to the Unit owners.

(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), Florida Statutes, 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 be evidenced by a certificate of the Association which 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 evidenced by a similar certificate executed by the Developer alone. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the public records of the County, which shall be recorded together with the amendment, in accordance with Section 718.110(3), F.S.

6.4 Limitation. 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. 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;
- (iv) all entryways to the Buildings and any controlled access and intercom systems serving the building, the security systems for the Residential Units and Commercial Units which specifically serve such Unit, and all fire and emergency warning systems and lights.

(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 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 water and wastewater lines and piping located outside of the Unit (except as otherwise stated in sub-paragraph (ii) below), all pipes, lines, wiring, facilities and conduits located within the walls and any soffits contained within a Unit and which provides services to more than one Unit, and any portions of any fire protection and emergency warning systems, including, sprinklers, alarms, dampers, barriers and lights contained within the physical boundaries of and servicing a Unit. In addition, with regard to the Units, the Association shall be responsible for (1) maintaining the exterior surfaces (defined to be those walls that are visible from the exterior of the Building) and interior portions of all walls that serve to bound the balcony area located adjacent to the Unit, (2) all roofs, including the replacement and repair and (3) paving and electrical that are not part or inside of a Unit. In accordance with Section [20.1], a Unit Owner shall be liable for the expense of any maintenance, repair or replacement of any part of the Unit to be maintained by the Association under this paragraph made necessary by his negligence, misuse or neglect or by that of any member of his family or his or their guests, employees, agents or lessees.

(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 made of glass or other transparent material and the exterior of doors, which shall be maintained by the Unit Owner in such manner to preserve a uniform appearance among the Units in the Buildings;

(B) The interior side of the entrance door to a Unit and the interior side of all other doors affording access to a Unit;

(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;

(J) Storage facilities located thereon, if any;

(K) 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 shall promulgate rules and regulations in accordance with the foregoing.

**7.3** Rights of Handicapped. Subject to the provisions of Section 9 of this Declaration, each Owner shall have the right to modify the Owner's Residential Unit and the route over the Common Area leading to the front door of the Residential Unit, at the Owner's sole cost and expense, in order to facilitate access to the Residential Unit by persons who are blind, visually handicapped, deaf or physically disabled, or to alter conditions which could be hazardous to such persons. The rights granted by this Section are further subject to the following conditions: (i) the modifications shall be consistent with applicable building code requirements; (ii) the modifications shall be consistent with the intent of otherwise applicable provisions of this Declaration pertaining to safety or the aesthetic integrity of the Property; (iii) the modifications which are external to the Residential Unit shall not prevent reasonable passage by other Owners or Invitees on the Project, and shall be removed by the Owner when the Residential Unit is no longer occupied by persons requiring those modifications; (iv) any Owner who intends to modify a Residential Unit pursuant to this Section shall submit their plans and specifications to the Association for review to determine whether the modifications comply with the provisions of Section 9 and this Section; and (v) any change in the exterior appearance

of a Residential Unit shall be in accordance with the provisions of this Declaration and all applicable provisions of law. The Association shall *not deny approval of the proposed modifications under this Section without good cause.*

#### **Section 8: Additions, Alterations or Improvements by the Association**

Capital additions, alterations or improvements to the Common Elements and Association property (as distinguished from maintenance, repairs and replacements) costing in excess of \$50,000.00 in the aggregate in any calendar year, shall be considered material and substantial in nature. The Association may proceed with such material 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. Additions, alterations or improvements to the Common Elements, or any part thereof, costing \$50,000.00 or less in the aggregate, during a calendar year, are not material in nature, and, therefore, 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 "Special 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.** After the completion of the improvements included in the Common Elements which are set forth in this Declaration, or which are contemplated by the Developer in the completion of the development as set forth herein, 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 Buildings, do not impair the structural integrity of the Unit or the Buildings, 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 Veto Certain Proposed Modifications.** Notwithstanding any provision to the contrary, the Developer, having the intention in its development of the Condominium to maintain a uniform external appearance to the Buildings, shall have the power, until such time as the Association is transferred from the Developer to the other unit owners or when the Developer no longer offers units for sale, to veto any proposed improvement as contemplated by this Section.

#### **Section 10: Additions, Alterations or Improvements by Developer**

The restrictions of Section 9 hereof shall not apply to Developer-owned Units, including Commercial 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 the proposed or already constructed Unit located or to be 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. Any 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 Buildings, 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, and no such action shall be permitted while the Developer owns any Unit without the prior written consent of the Developer.

(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, ORANGE COUNTY, THE CITY OF CASSELBERRY 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. 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: Management Agreement

The Association shall be the entity responsible for the management and operation of the Condominium. The Association has the power, but not the duty, to enter into a management agreement with a third party for the management in operation of the Condominium.

#### Section 13: Common Expenses and Common Surplus and Special Assessments

13.1 Common Expenses and Common Surplus. Common Expenses include the expenses of the operation, maintenance, repair or replacement of the Common Elements, utilities for the entire Condominium, costs of carrying out the powers and duties of the Association and any other expense designated as Common Expenses by this Declaration, the documents creating the Condominium, or the By-Laws. Funds for the payment of Common Expenses shall be assessed against Unit Owners in the proportions or percentages provided in Exhibit "B" to the Declaration. A Unit Owner's share of Common Expenses shall be in the same proportion as his ownership interest in the Common Elements. Common Surplus is owned by Unit Owners in the same shares as their ownership interest in the Common Elements. Utilities will be billed to each unit individually and will be the responsibility of the unit owner.

13.2 **Special Assessments.** The Board of Directors may levy "Special Assessments," which are any assessments levied against a Unit Owner and such Owner's Unit, other than the assessment required by the annual budget. Special Assessments may be levied by the Board of Directors and shall be payable in lump sums or installments, in the discretion of the Board.

#### **Section 14: Collection of Assessments**

The General Assessments and Special Assessments (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 1.01(3), Florida Statutes) 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 on them not paid when due bear interest from the date when due until paid at the maximum interest rate permitted by law, and at the sole discretion of the Board of Administration, a late charge not to exceed the greater of Twenty Five dollars (\$25.00) or five (5%) percent of each installment of the Assessment for each delinquent installment that the payment is late shall be due and payable.

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 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 the recording of a claim of lien and at least 30 days' written notice to the Unit Owner of the Association's 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 other purchaser shall obtain title to a Unit by foreclosure, or by deed in lieu of foreclosure, such Institutional First Mortgagee or other purchaser, its successors and assigns, 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 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 thereby.

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.** If, in the purchase agreement or by other means pursuant to the Act, Developer shall guarantee to each purchaser that the Assessment for a specific period of time will not exceed a certain dollar amount, then the Developer shall only be obligated to pay the amount of Common Expenses incurred during that period and not produced by the Assessments received from other Unit Owners.



14.9 Liability For Assessments. When an Owner who is leasing his or her Unit fails to pay any Regular Assessment or other Assessment or any other charge to be paid by the Owner to the Association pursuant to this Declaration for a period of more than thirty (30) days after it is due and payable, the Association has the right to file an action for Foreclosure and request a Receivership to collect the rents and hold them pending the outcome of the Foreclosure. This provision shall not be construed to release the Owner from any obligation, including the obligation for Assessments, for which he or she would otherwise be responsible.

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 the receiver shall be paid by the party which does not prevail in the foreclosure action.

#### 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. Any and all claims above Five Hundred and 00/100 Dollars (\$500.00) shall be disbursed through an Insurance Trustee.

#### 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 copies of such policies and endorsements thereto shall be given to 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, and for their personal liability and living expense and for any other risks not otherwise insured in accordance herewith.

Unit Owners may be required to purchase flood insurance for their respective Unit(s) if such insurance is required by their mortgagee(s) for interior improvements.

The Association shall have no obligation to purchase flood insurance or fire and casualty insurance on the personal property within the Units.

In accordance with Section 3.3(c) herein, the Unit Owner shall be solely responsible for insuring any and all equipment, machinery, fixtures, furniture 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 Owner's 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 to 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. The association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse Association funds of the association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the association or its management agent at any one time. As used in this paragraph, the term "persons who control or disburse funds of the association" includes, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the association. The association shall bear the cost of bonding.

(e) 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.

(f) 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, the Management Firm and its respective employees and agents, 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 Management Firm and its respective employees and agents, 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 Management Firm or 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, except that the costs of fidelity bonding for the Management Firm employees may be paid by the Management Firm pursuant to the management agreement. 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 Management Firm, 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), based on the same percentages as their ownership of the common elements.

(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 50% or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning 51% 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. If the reconstruction of the property cannot be made in substantially in conformity with the plans and specifications for the original improvements, then upon the vote of the Board of Directors that substantial compliance with the plans cannot be followed, then the condominium shall be considered terminated, and the provisions of this Declaration relating to termination shall be followed.

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 taking the fractional share of each Unit Owner in proportion to the number of Units remaining in the Condominium.

(c) **Assessments.** In the event the Association does not have the funds necessary to alter 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 and every Unit Owner shall:

18.1 Promptly pay the Assessments levied by the Association.

18.2 Maintain in a clean and sanitary manner and repair his Unit and all interior surfaces within or surrounding his Unit (such as the surfaces of the walls, ceilings, floors, etc.) whether or not a part of the Unit or Common Elements which are a part of the Unit, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his Unit.

18.3 Not use or permit the use of this Unit except for purposes consistent with the laws of government authorities having jurisdiction over the property.

18.4 Not permit or suffer anything to be done or kept in his Unit which would increase the insurance rates on his Unit or the Common Elements, or which will obstruct or interfere with the rights of other members or annoy them with unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his Unit or on the Common Elements.

18.5 Conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Association, and to see that all persons using the Owner's property, by, through or under him do likewise.

18.6 Make no alteration, decoration, repair, replacement or change of the Common Elements or to any outside or exterior portion of the building without the prior written consent of the Association.

18.7 Allow the Board of Administration or the authorized agents of the Association to enter any Unit during reasonable hours, when necessary for maintenance, repair or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to another Unit or Units. If no key has been provided to the Association, then the expense of entry into a Unit for emergency purposes shall be borne by the Owner of the Unit.

18.8 Show no sign, advertisement or notice of any type on the Common Elements or his Unit, and erect no exterior antennas and aerials, except as provided in uniform regulations promulgated by the Association. Notwithstanding anything contained herein to the contrary, a Unit Owner is permitted to respectfully display a United States Flag. In addition, pursuant to 718.113(4), Florida Statutes, which was amended by Chapter 2003-23, Laws of Florida, effective July 1, 2003, a unit owner on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day is permitted to display in a respectful way, portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

18.9 Abide by any regulations regarding children as may be established by the Association, except that no regulations shall prohibit children from residing in or occupying a Unit.

18.10 Make no repairs to any plumbing, air conditioning systems or electrical wiring within a Unit, except by plumbers, repairmen or electricians authorized to do such work by the management of the Association. Plumbing, air conditioning and electrical repairs within a Unit shall be paid for and be the financial obligations of the Owner of the Unit. The Association shall pay for and be responsible for plumbing, air conditioning repairs and electrical wiring within the Common Elements. The Association shall have the right to exclude any unauthorized repairmen from the Condominium.

18.11 Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate Assessment against his Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Owner of a "Condominium Parcel" in his "Condominium Unit" and in the "Common Elements" shall be considered as a Unit. The value of said Unit shall be equal to the proportion or percentage of the value of the entire Condominium, including land and improvements, as has been assigned to said Unit in Exhibit B of this Declaration. The total of all said proportions or percentages equals the value of all of the land and improvements thereon.

18.12 Use the parking spaces, (i.e. open, carports, and/or garages, if applicable), as provided herein.

18.13 Not permit the use of parking spaces, (i.e. open, carports, and/or garages, if applicable), for any commercial vehicles, including but not limited to trailers

and mobile homes.

18.14 Not replace and/or remove screens, жалousies or other enclosures on balconies or patios or on other parts of the building, even though such areas may be a part of the Unit, except with prior written approval of the Board of Administration.

18.15 No balconies or patios shall be extended, enclosed or decorated in any way whatsoever by a Unit owner without the prior written consent of the Board of Administration.

18.16 Except as otherwise provided herein, not divide or subdivide a Unit other than a Commercial Unit for purpose of sale or lease. Notwithstanding the foregoing, a Unit may be combined with a contiguous Unit and occupied as one dwelling Unit. Such a combination shall be for occupancy only and shall not be deemed an amendment to the Declaration. Further, any such combination shall not materially alter the configuration of a Unit.

18.17 Not hang any laundry, garments or other objects which are visible from outside of the Unit, except for draperies, blinds, shades, or other suitable window coverings. Decorative window coverings shall not include any type of reflective film on any glass windows or doors. The exterior appearance of all window coverings shall be white in color. A unit owner may display, however, one portable, removable United States flag in a respectful way, and pursuant to 718.113(4), Florida Statutes, which was amended by Chapter 2003-23, Laws of Florida, effective July 1, 2003, a unit owner on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day is permitted to display in a respectful way, portable, removable official flags, not larger than 4-1/2 feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard.

18.18 Not allow any rubbish, refuse, garbage or trash to accumulate in places other than the receptacles provided therefor, so that each Unit, the Common Elements and Limited Common Elements shall at all times remain in a clean and sanitary condition.

18.19 Not make any use of a Unit that violates any laws, ordinances and regulations of any governmental body having jurisdiction thereof.

18.20 No livestock, reptiles, insects, poultry or other animals of any kind shall be kept in any Unit except that usual and ordinary domestic dogs, cats, fish, and birds inside bird cages may be kept as household pets within any Unit provided that they are not kept, bred or raised therein for commercial purposes or in unreasonable quantities or sizes. As used in the Declaration, "unreasonable quantities" shall ordinarily mean no more than two (2) pets with no weight limitation per Unit; provided, however, that the Board may determine that a reasonable number in any instance may be more. No potbellied pigs, snakes, pitbull dogs, Doberman dogs, or any other animals determined in the Board's sole discretion to be dangerous or a nuisance may be brought onto or kept in the Condominium at any time. The Board shall have the right to require that any pet which, in the Board's opinion, endangers the health or security of any Owner or occupant of a Unit or creates a nuisance or unreasonable disturbance, be permanently removed from the Project upon seven (7) days written notice. Animals belonging to Owners, occupants or their licensees, tenants or invitees within the Property must be kept inside the Unit (and shall not be left or located unattended on the balcony or patio of that Unit), and must be held by a person capable of controlling the animal when outside of a Unit. Furthermore, any Owner shall be liable to each and all remaining Occupants, their families, guests and invitees, for any unreasonable noise or damage to person or property caused by any animals brought or kept in the Condominium by an Occupant or by members of his family, his tenants or his guests. It shall be the duty and responsibility of each such Owner to clean up after such animals which have deposited droppings on any public street abutting or visible from the Property and properly dispose of any animal waste. Any Occupant who keeps or maintains any pet upon the Project shall be deemed to have indemnified and agreed to hold the Association, its directors, officers, and agents, and the Declarant free and harmless from any loss, claim, or liability of any kind or character whatever arising by reason of keeping or maintaining such pet in the Condominium.

18.21 The Board of Directors shall have the right to promulgate rules and regulations regarding soundproofing of floors in connection with the installation of floor coverings.

18.22 In order to provide for proper safety, food or beverages shall be consumed at the pool only in the area designated by the Association.

18.23 No radios or tape recorders may be played at the pool by any resident or guests of the property.

18.24 Other than the Developer and as otherwise provided herein, Owners may not do any construction or renovation without written notification to the Association at least seventy-two (72) hours in advance. The Association may reasonably restrict the time and manner of construction, except as it relates to the Developer.

18.25 Other than the Developer, Owners must provide copies of proper permits, licenses and insurance certificates and plans and specifications to the Association before commencing with work. Owners must use only properly licensed workers.

18.26 Other than the Developer, all construction or renovation in Units may be done on Monday through Friday during the hours between 9:00 a.m. to 5:00 p.m.

18.27 Proper attire is required, including shirts and shoes, when walking through Common Elements.

18.28 No pets are permitted to play in the hall areas.

18.29 Owners and residents must deposit their trash in designated trash receptacles.

18.30 Owners must provide the Association with at least one set of keys to their Unit(s), in case of emergency.

18.31 All rental agreements must be sent to the office within seven (7) days in advance of arrival.

18.32 The Developer shall be exempt from all provisions herein requiring the consent of the Association. Notwithstanding anything contained herein to the contrary, the Developer shall not be exempt from the following: (1) requirements that leases or lessees be approved by the Association; (2) restrictions on the presence of pets; (3) restrictions on occupancy of Units based on age; and (4) restrictions on the type of vehicles allowed to park on the Condominium Property or Association property; however, the Developer and its designees shall have the right to be exempt from any such parking restriction if the vehicle is engaged in any activity relating to construction, maintenance or marketing of Units, if such exemption is provided maintenance or marketing of Units, if such exemption is provided in the Condominium Documents.

18.33 Each Commercial Unit shall be used only for such commercial or business purposes permitted by applicable zoning ordinance and use restrictions, provided such commercial or business activity does not constitute a nuisance, hazardous or offensive use, or threaten the security or safety of other residents of the Condominium, as may be determined in the reasonable discretion of the Board. Commercial Units may be owned and operated for commercial, and for all other business uses (and the Association and Residential Unit Owner shall have no right to object to such business uses), including, without limitation, real estate sales and/or leasing offices, by the Developer or any successor in title to the Developer. Commercial Units may be sub-divided or have the boundaries of the Commercial Units relocated by the Developer with the prior written consent of the Board of Administration. Notwithstanding the foregoing, the following shall apply: (a) no use of the Commercial Unit in effect at the time of the recording of this Declaration shall be deemed to violate the above standard, provided the use is not expanded, enlarged or intensified (restaurant use is specifically permitted); and (b) no Commercial Unit shall be used for any of the following: cinema/movie theater, bowling alley, skating rink, amusement gallery, pool hall, massage parlor, adult bookstore or adult video store, business which sells pornographic material, video game room, industrial or manufacturing use, or amusement arcade. The Association shall pass no rule which effects the rights and use of Commercial Units without the consent of the Commercial Unit owners.

### **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.** A unit owner is jointly and severally liable with the previous owner for all unpaid assessments that came due up to the time of transfer of title. Each new Owner receiving a conveyance from any party except the Developer shall notify the Association and the Management Firm promptly after becoming a new Owner by delivering a copy of his deed to the Unit to the Association and the Management Firm and shall pay any amount owed to the Association within thirty (30) days.

19.2 **Leases.** 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, or Management Firm of each renter and the term of such rental or lease. 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. All rental agreements must be sent to the office within seven (7) days in advance of arrival.

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.

Notwithstanding anything contained herein to the contrary, Commercial Units shall not be subject to any restrictions or limitations on leases or rentals, provided that they may only be used for lawful purposes.

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 100% of the Units and by the Primary Institutional First Mortgagee. 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 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.

#### **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 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 Owner's obligations under this Declaration that has not been cured within 60 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 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) Hazard or fidelity insurance requirements;
- (c) Rights to use of the Common Elements;
- (d) Responsibility for maintenance and repair of the Condominium Property;
- (e) Boundaries of any Unit;
- (f) Convertibility of Units into Common Elements or of Common Elements into Units;
- (g) 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
- (h) Leasing of Units;
- (i) Restoration or repair of the Condominium (after damage or partial condemnation)
- (j) The expansion or contraction of the Condominium Property, or the addition, annexation, or withdrawal of property to or from the Condominium .
- (k) Any provisions which are for the express benefit of holders, insurers or guarantors of first mortgages on the Units.
- (l) To establish self management.
- (m) To raise the common charges (budget) more than 25% in any one year.
- (n) Reductions in reserves for maintenance, repair, and replacement of common elements.

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 and fails to deliver or mail to the requesting party a negative response within thirty (30) days shall be deemed to have approved such request.

22.8 As required by Section 718.110, Florida Statutes, any mortgagee consent required under this Section shall not be unreasonably withheld and shall otherwise be deemed to apply to the extent applicable.

#### 22.9 Commercial Units

There are four (4) Commercial Units in the Condominium. A Commercial Unit may be used for any and all lawful purposes, without the consent of the Association, and may be transferred, conveyed, leased or disposed of without the consent of the Association. Furthermore, the Developer reserves the right, at any time, to convey any or all of a Commercial Unit to the Association, and the Association shall be obligated to accept same. Upon the conveyance of a Commercial Unit to the Association, the percentage of Common Expense and ownership to Common Elements attributable to any Commercial Unit conveyed to the Association shall be deemed transferred to the Association, as well. A Commercial Unit shall be used in accordance with applicable laws, including, but not limited to, Chapter 718 of the Florida Statutes and zoning regulations of the Orange County. Subject to the foregoing, the Owner of a Commercial Unit has the right to permit the public to use it and to charge a fee for the use of a Commercial Unit to both owners and to the public. No action may be taken which adversely affects the right and interests of a Commercial Unit Owner without his/her prior written consent. The Owner of a Commercial Unit shall have the right to lease and shall not be subject to any restrictions or limitations on leases or rentals.

#### Section 23: Disclaimer of Warranties

Pursuant to Section 718.618(6), Florida Statutes, the Developer is deemed to have granted the Purchaser of each Unit an implied warranty of fitness and merchantability for the purposes and uses intended as to the roof and structural components of the improvements; as to fireproofing and fire protection system; and as to mechanical, electrical and plumbing elements serving the improvements, except mechanical elements serving only one Unit. To the extent permitted by law, the Developer hereby specifically disclaims any other warranties whether expressed or implied, other than any warranty that cannot be disclaimed under Section 718.618(6), Florida Statutes. Developer

further disclaims any intent to have made any warranty or representation in connection with the Condominium Documents and disclosure materials except as specifically set forth therein, and no person shall rely upon any warranty or representation not specifically made herein. Any estimates of common expenses, taxes or other charges are believed to be accurate, but no warranty or guaranty is made or intended, nor may one be relied upon except where the same is specifically warranted or guaranteed.

**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: Arbitration**

Disputes between a Unit Owner and the Association, as defined in Section 718.1255(1), Florida Statutes, involving Unit Owners, Associations and/or Tenants, shall be resolved by mandatory non-binding arbitration in accordance with the rules of the Division of Florida Land Sales, Condominiums and Mobile Homes. Without limiting the effect of the foregoing sentence, pursuant to Section 718.1255(4), Florida Statutes, prior to the institution of court litigation (whether to enforce an arbitration award or otherwise), the parties to a dispute shall petition the Division for non-binding arbitration. Pursuant to Rule 61B-45.015(1), F.A.C., parties to an arbitration proceeding are limited to unit owners, associations and tenants. Notwithstanding anything contained herein to the contrary, the remedies afforded by Sections 718.303 and 718.506, Florida Statutes, shall not be limited. Furthermore, this Section shall not impair the Association's access to the courts, as representative of the purchasers, pursuant to Section 718.111(3), Florida Statutes.

#### **Section 25: Transfer of Association Control**

25.1 When Unit Owners, other than the Developer, own fifteen (15%) percent or more of the Units in this Condominium that will be operated ultimately by the Association, the Unit Owners, other than the Developer, shall be entitled to elect not less than one-third (1/3) of the members of the Board of Administration of the Association. Unit Owners, other than the Developer, are entitled to elect not less than a majority of the members of the Board of Administration of the Association:

(1) Three (3) years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(2) Three (3) months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;

(3) When all the Units that will be operated ultimately by the Association have been completed, some of these have been conveyed to purchasers; and none of the others are being offered for sale by the Developer in the ordinary course of business;

(4) When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the developer in the ordinary course of business; or

(5) Seven (7) years after the recordation of the Declaration of Condominium;

whichever occurs first. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

#### **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), Florida Statutes, shall be in full force and effect and are incorporated herein. Should the Association employ the use of a professional management firm, said Management Firm, for as long as the management agreement remains in effect, shall assist the Association in the prosecution of any action pursuant to the statute aforescribed.

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, wetlands or other 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. Notwithstanding anything contained herein to the contrary, any rights retained in this Section 26.5 shall terminate when Developer no longer holds units for sale.

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.

26.13 Noise And Vibration. No person shall produce, or allow to be produced; noise or building shaking vibration at such levels as will be offensive to other Occupants.


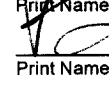
26.14 Toxic or Noxious Matter. No person shall discharge into the Project's sewer system, storm drain or any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner or Occupant to liability under state and federal law for any clean-up or cause injury or damage to neighboring property or business elsewhere on the Project.

26.15 Drainage. There shall be no interference with the established drainage pattern over the Condominium, unless an adequate alternative provision is made for proper drainage with the prior written approval of the Architectural Committee. For the purpose hereof, "established" drainage is defined as the drainage, which exists at the time of the first close of escrow for the sale of a Condominium, or that, which is shown on any plans approved by the Architectural Committee. Each Owner shall have the duty and obligation to maintain the drainage situated within any balcony or patio area free of debris and any other material which may impede the flow of water and to clean such drainage, as may be necessary. No Owner shall dispose of any Hazardous Materials in any drains. If such Owner fails to maintain such drainage and, as a result, imminent danger or damage to person or property may result to the other Owners, then the Association shall have the right of access onto such area for the purpose of clearing debris and other material so as to not impede the flow of water. This right of access shall be exercised only for the purpose of preventing damage to persons and property and the Association shall use reasonable care so as to not cause any damage to such areas. The Owner shall reimburse the Association for any costs and expenses incurred in clearing such debris.

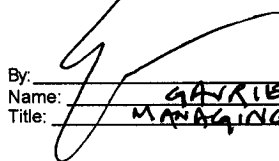
26.16 Handicap Parking Spaces. Certain parking spaces, (i.e. open, carports, and/or garages, if applicable), will be designated for use by handicapped persons ("Handicap Parking Spaces") and will be designated as such on the Condominium Map. Such Handicap Parking Spaces may be assigned by Declarant to the Occupants of particular Units upon the initial sale or lease of such Units. Declarant shall, upon assigning a Handicap Parking Space to an Occupant, designate such assignment in the records of the Association as a temporary assignment and not to be considered an appurtenance to the Unit. Such Handicap Parking Spaces shall not be Exclusive Use Easements. If any Handicap Parking Spaces remain unassigned after the sale or lease of all the Units in the Project, the Association shall have the right to assign and manage such spaces. The Owners who are assigned Handicap Parking Spaces shall be subject to the rights of the Association to re-assign such parking spaces, (i.e. open, carports, and/or garages, if applicable). Evidence of handicap status shall be by distinguishing license plate or placard issued by the Department of Motor Vehicles. The Association shall have the authority and be responsible for coordinating the assignment of parking spaces, (i.e. open, carports, and/or garages, if applicable), pursuant to this Section and shall adopt rules and regulations with respect thereto, including the procedure to be followed should an Occupant become handicapped and wish to use a Handicap Parking Space, forms and methods of notice to be given to the Association and Occupant, and procedures for review of the required evidence of handicap status. The Association shall maintain appropriate records of such assignment, including a copy of the evidence provided. In no event shall the Declarant or the Association be held liable if the Declarant or the Association is unable to assign a Handicap Parking Space to a handicapped Occupant because all designated Handicap Parking Spaces have previously been assigned to other handicapped Occupants.

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 11 day of OCTOBER, 2006.

WITNESSES:

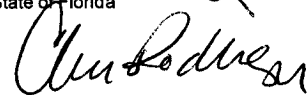
  
 Print Name: Julie Vega-Dominique  
  
 Print Name: Lorraine Vlags

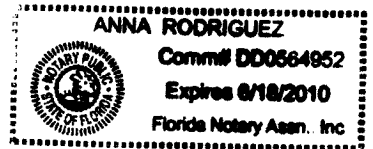
BEACH HILL DEVELOPMENT BRISTOL, LLC,  
 a Florida limited liability company

  
 By: \_\_\_\_\_  
 Name: GABRIEL NAIM  
 Title: MANAGING PARTNER

STATE OF FLORIDA )  
 ) SS:  
 COUNTY OF Orange )

Before me, a Notary Public in and for said County and State, on this 11 day of October, 2006, personally appeared Gabriel Naim, as managing partner of Beach Hill Development Bristol, LLC, a Florida limited liability company, and that such signing was his free act and deed. Gabriel Naim is personally known to me or has produced \_\_\_\_\_ as identification.

Print Name: Anna Rodriguez  
 Notary Public, State of Florida  




**CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM  
THE ELEMENT AT METROWEST, A CONDOMINIUM**

THIS CONSENT is given as of the 3<sup>rd</sup> day of November, 2006 on behalf of CORUS BANK, N.A., a national banking association ("Mortgagee"), being the owner and holder of that certain mortgage made by BEACH HILL DEVELOPMENT BRISTOL, LLC, a Florida limited liability company ("Mortgagor"), dated the 1st day of March, 2006, and recorded in Official Records Book 8508, at Page 1523, of the Public Records of Orange County, Florida as has been or may be amended from time to time ("Mortgage").

WHEREAS, Developer has requested Mortgagee to consent to the recording of the Declaration of The Element at Metrowest, a Condominium (the "Declaration").

NOW, THEREFORE, Mortgagee consents to the recordation of the Declaration.

Mortgagee makes no warranty or any representation of any kind or nature concerning the Declaration, any of its or their terms or provisions, or the legal sufficiency thereof, and disavows any such warranty or representation as well as any participation in the development of The Element at Metrowest, a Condominium (the "Condominium"), and does not assume and shall not be responsible for any of the obligations or liabilities of the developer contained in the Declaration or the prospectus (if any), or other documents issued in connection with the promotion of the Condominium. None of the representations contained in the prospectus (if any) or other documents shall be deemed to have been made by Mortgagee, nor shall they be construed to create any obligation on Mortgagee to any person relying thereon. This consent is limited to the purposes and requirements of Sections 718.104 and 718.403, Florida Statutes, and does not affect or impair the rights and remedies of Mortgagee as set forth in the Mortgage or in the Declaration.

**WITNESSES:**

CORUS BANK, N.A., a national banking association

Name: *Erica*  
Print Name: Erica Kazimir  
Name: *Natella*  
Print Name: Natella Mashkevich

By: *Brian*  
Name: Brian Brodeur  
Title: Senior Vice President

(SEAL)

STATE OF ILLINOIS  
COUNTY OF COOK

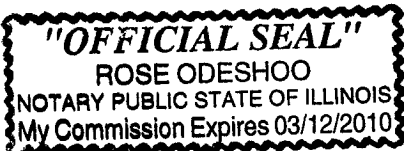
The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of November, 2006, by BRIAN J. BRODEUR as S.V.P. of CORUS BANK, N.A., a national banking association, on behalf of said banking institution. He/she  is personally known to me or  has produced advertis license as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

*Rose Odesloo*  
(Signature)  
Name: Rose Odesloo  
(Legibly Printed)  
Notary Public, State of ILLINOIS

296508  
(Commission Number, if any)



50390725\_1\_320527\_00064 10/18/2006 10:53 AM

EXHIBIT "A"

**THE ELEMENT AT METROWEST, A CONDOMINIUM**

LEGAL DESCRIPTION, SURVEY, AFFIDAVIT OF SURVEYOR  
AS TO CERTIFICATE OF SUBSTANTIAL  
COMPLETION, PLOT PLAN, FLOOR PLANS FOR UNITS  
AND GRAPHIC DESCRIPTION

# THE ELEMENT AT METROWEST, A CONDOMINIUM

## SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

1. Each Unit shall include that part of the Building that lies within the following boundaries:

(a) **Upper and Lower Boundaries.** The upper and lower boundaries of the Unit shall be the following boundaries extended to their intersections with the perimeter 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.

(b) **Perimeter Boundaries.** The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the drywall walls bounding the Unit as depicted on these Condominium drawings extended to their intersections with each other and with the upper and lower boundaries.

(c) **Interior Walls.** No portion of the non structural interior partition walls within a Unit shall be considered part of the boundary of a Unit.

(d) **Additional Items Included within the Units.** To the extent the following items exist for the use of a Unit, such items shall be considered to be a part of the Unit, regardless of whether or not such item in whole or in part exists within the physical boundaries described above:

(i) all kitchen items and fixtures, including, but not necessarily limited to, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers and exhaust fans;

(ii) all bathroom and plumbing fixtures, including, but not necessarily limited to, sinks, tubs, showers, toilets, vanities, bidets, exhaust fans and medicine or other related storage cabinets;

(iii) all electrical and lighting fixtures, including, but not necessarily limited to, outlets, switches, lamps, bulbs, outlet, switch and control boxes, telephone outlets, circuit breakers, cable television or other communications jacks or outlets, circuit breakers and circuit breaker panels; and

(iv) all pipes, ducts, wiring, facilities, cables and conduits of any kind, nature or type which serve a particular Unit.

Any utility lines which are located within a Unit and which provide service to more than one Unit shall be considered to be Common Elements, if a notwithstanding their physical location being within the Unit's boundaries. If a wall or roof surface overhangs or part of a Unit encroaches unto the Common Elements, the overhanging or encroaching specific portion of such Unit shall be a part of the Unit.

2. "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 support of the Unit or other improvements on all other Units, Common Elements or Limited Common Elements; (d) the property and installations required for the furnishing of utilities and other services to more than one (1) Unit or to the Common Elements; (e) any hallways, foyers, doors, elevators, stairwells, alarm systems, access systems, or security systems not contained within a specific Unit; (f) all portions of the stormwater management system for the Condominium as described more fully in the Development Order (as defined in the Declaration of Condominium); and (g) any other parts of this Declaration or the Act. designated as Common Elements pursuant to this Declaration or the Act.

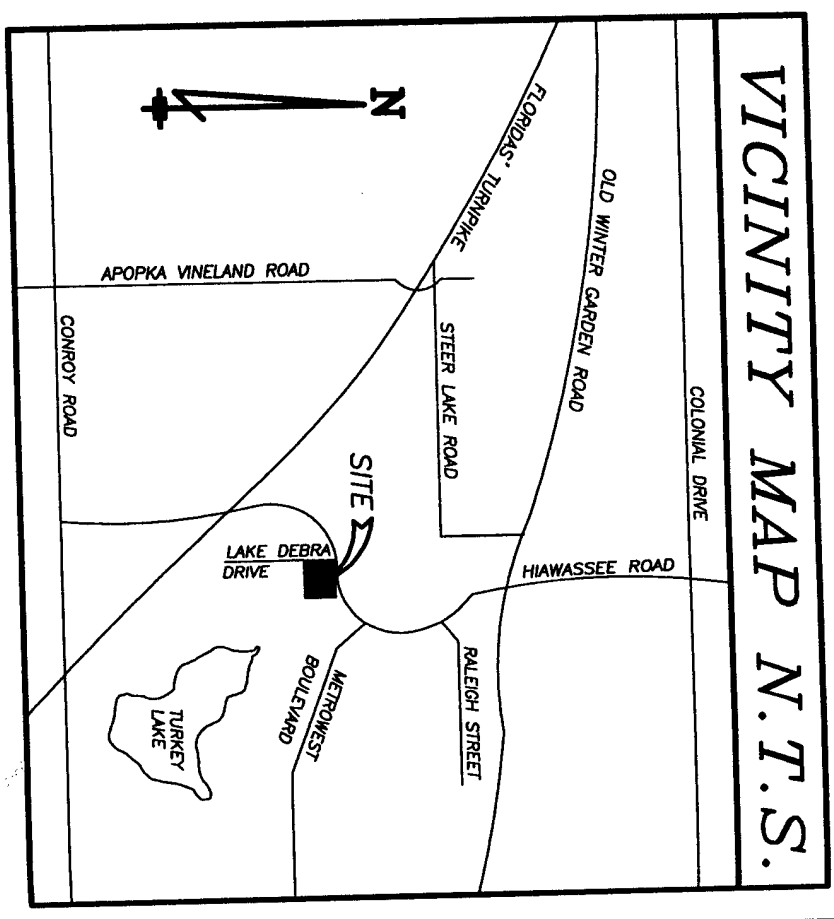
3. "Limited Common Elements" mean and include: (a) any area(s) labeled as a Limited Common Element on these Condominium drawings and contiguous to a Unit, or identified as being appurtenant to a Unit, such as, but not necessarily limited to, balconies, lanais, entrance areas, and hallways; (b) the drywall which serves to define the vertical and upper horizontal boundaries of the Unit; and (c) the mailbox which exclusively serves a Unit (if any).

**DESCRIPTION:**

LOT 7, METROWEST TRACT 1, LOT 7, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 34, PAGES 50 AND 51, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.  
CONTAINING 17.46 ACRES MORE OR LESS.

**LEGEND**

Q	— CENTERLINE	L	— ARC LENGTH
CBW	— CONCRETE BLOCK WALL	LSA	— LANDSCAPE AREA
CC	— COVERED CONCRETE	MEAS	— MEASURED
CCF	— CHAIN LINK FENCE	MS	— METAL SHED
CM	— CONCRETE MONUMENT	N&D	— NAIL & DISK
CONC	— CONCRETE	OW	— OVERHEAD WIRE
COVD	— COVERED	ORG	— OFFICIAL RECORDS BOOK
CP	— CONCRETE PAD	P&M	— PLAT & MEASURED
CW	— CENTRAL ANGLE	PG	— PLAT BOOK
D&M	— DESCRIBED & MEASURED	PG	— POINT OF CURVATURE
DE	— DRAINAGE EASEMENT	POB	— POINT OF BEGINNING
DESC	— DESCRIPTION	POC	— POINT OF COMMENCEMENT
DW	— DRIVEWAY	R	— RADIUS
E/P	— EDGE OF PAVEMENT	R/W	— RIGHT OF WAY
ESMT	— EASEMENT	TYP	— TYPICAL
FEE	— FINISHED FLOOR ELEVATION	UE	— UTILITY EASEMENT
FIRM	— FLOOD INSURANCE	UP	— UTILITY POLE
FND	— FOUND	WF	— WOOD FENCE
IP	— IRON PIPE	WS	— WOOD SHED
IR	— IRON ROD	#	— NUMBER



**SURVEYOR'S CERTIFICATE**

THE UNDERSIGNED, BEING A SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS OF THE ELEMENT AT METROWEST, A CONDOMINIUM, AS DESCRIBED IN THIS SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION, IS SUBSTANTIALLY COMPLETE SO THAT SUCH MATERIAL IMPROVEMENTS IS SUBSTANTIALLY COMPLETE OF THE CONDOMINIUM, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND FURTHER, THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED FROM THESE MATERIALS.

DATE: 12-2-06  
BY: [Signature]  
2012 EAST ROBINSON STREET  
ORLANDO, FLORIDA 32803

**ACCURIGHT SURVEYS**  
of Orlando Inc., LB 4475  
2012 E. Robinson St.  
Orlando, Florida 32803  
717N1 001 0014

SHEET 1 OF 21

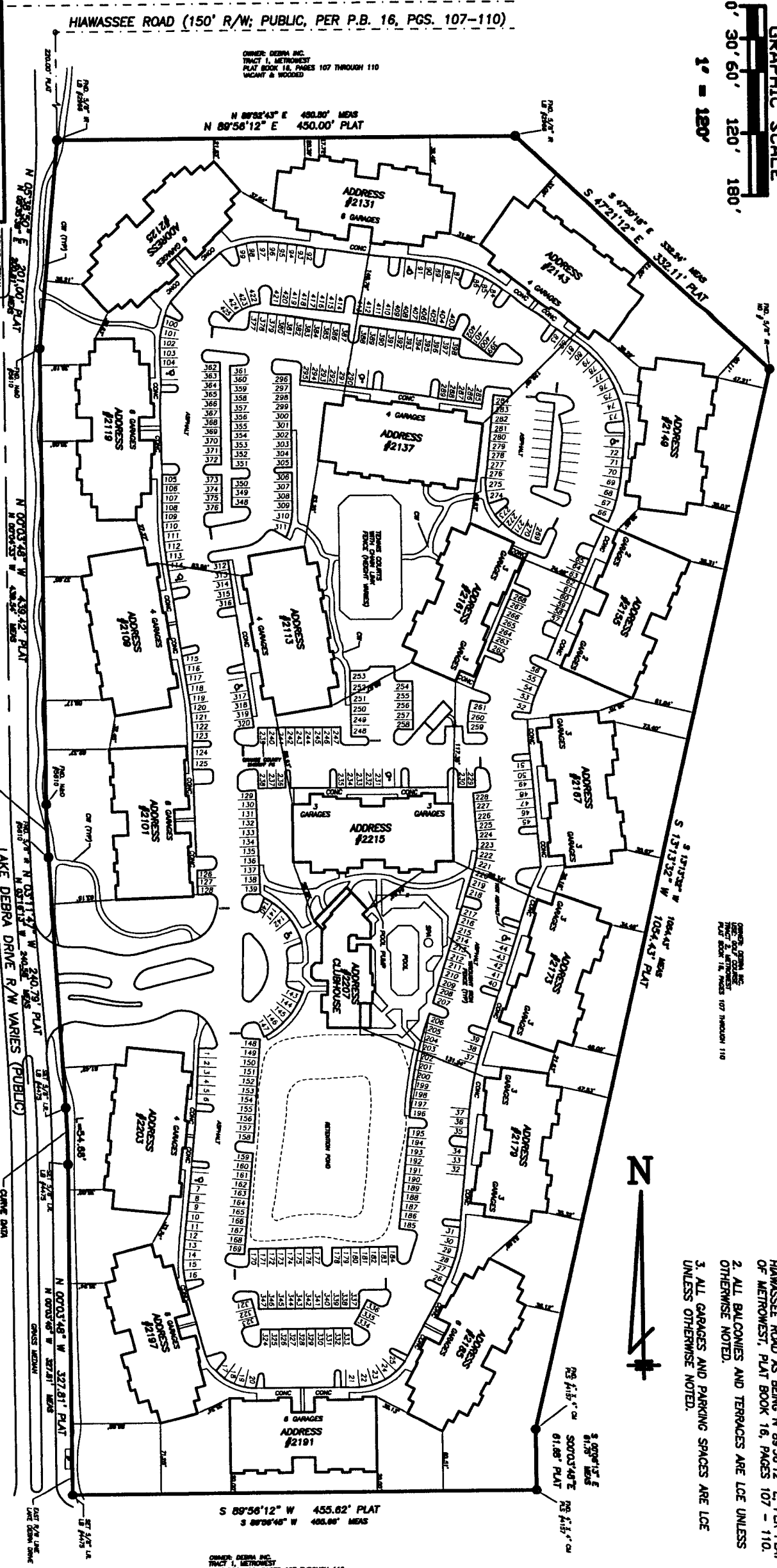


# THE ELEMENT AT METROWEST, A CONDOMINIUM

## SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.



- NOTES:
1. BEARING STRUCTURE BASED ON THE CENTRELINE OF HIWASSEE ROAD AS BEING N 89°56'12" E, PER PLAT OF METROWEST, PLAT BOOK 16, PAGES 107 - 110.
  2. ALL BALCONIES AND TERRACES ARE LOE UNLESS OTHERWISE NOTED.
  3. ALL GARAGES AND PARKING SPACES ARE LOE UNLESS OTHERWISE NOTED.

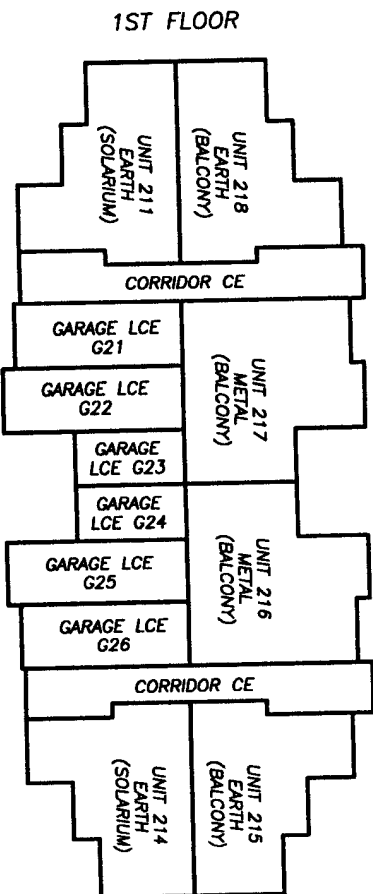
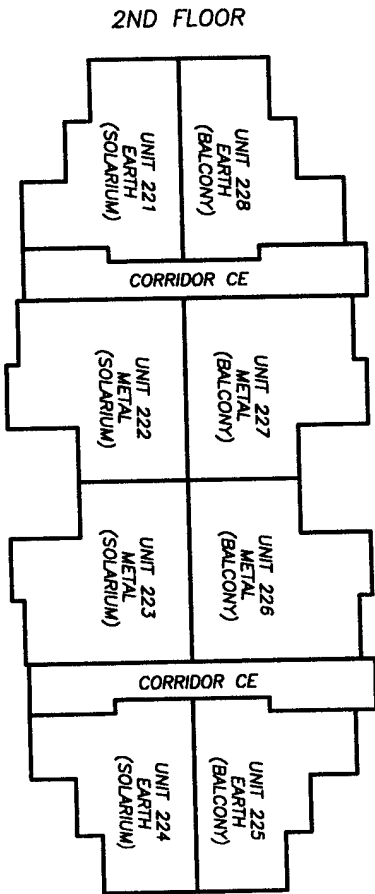
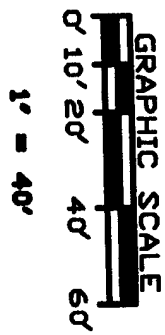
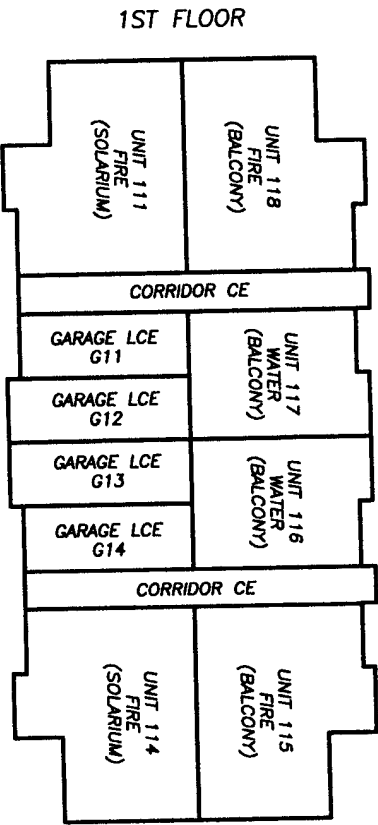
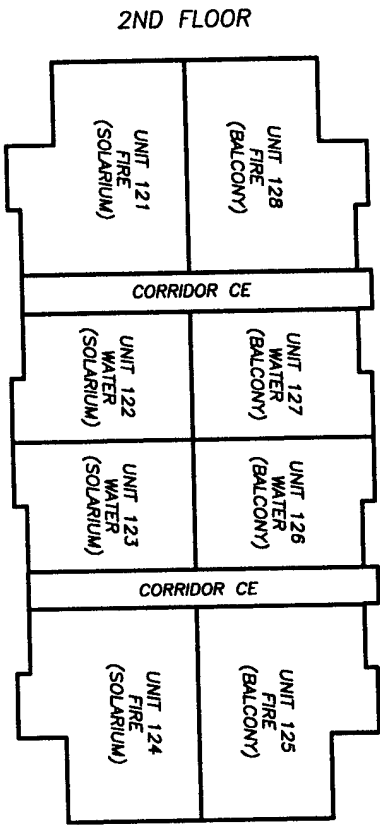
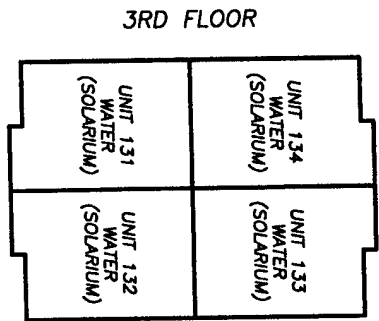


**ACCURIGHT SURVEYS**  
 of Orlando Inc., LB 4475  
 2012 E. Robinson St.  
 Orlando, Florida 32809  
 (407) 801-8314

SHEET 2 OF 21

**THE ELEMENT AT METROWEST, A CONDOMINIUM**  
**SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.**

LEGEND:  
 CE - COMMON ELEMENT  
 LCE - LIMITED COMMON ELEMENT  
 TYP - TYPICAL



**ACCURIGHT SURVEYS**  
 of Orlando Inc., LB 4475  
 2012 E. Robinson St.  
 Orlando, Florida 32803  
 (407) 901 0914

BUILDING 2203

BUILDING 2197

SHEET 3 OF 21

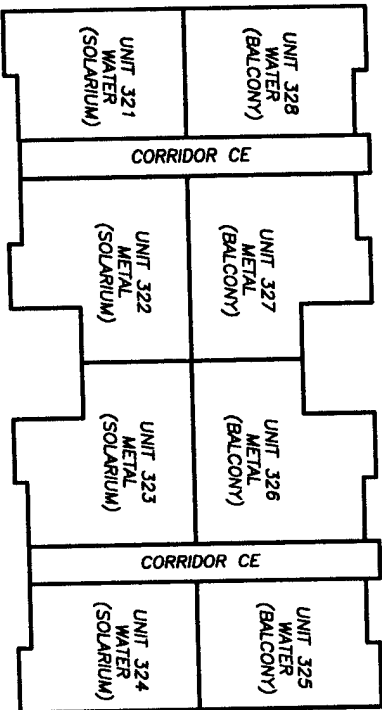
# THE ELEMENT AT METROWEST, A CONDOMINIUM

## SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

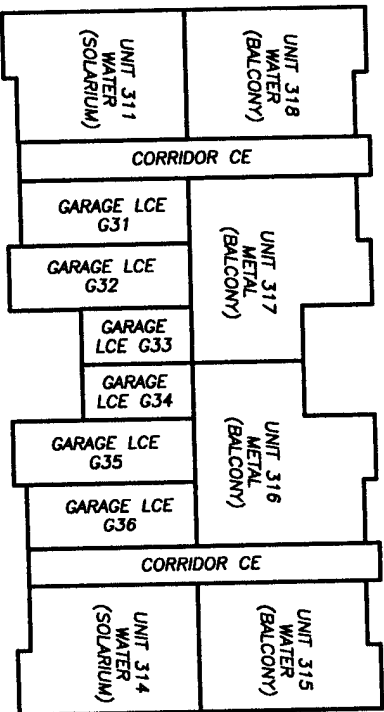
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 LCE - LIMITED COMMON ELEMENT  
 TYP - TYPICAL



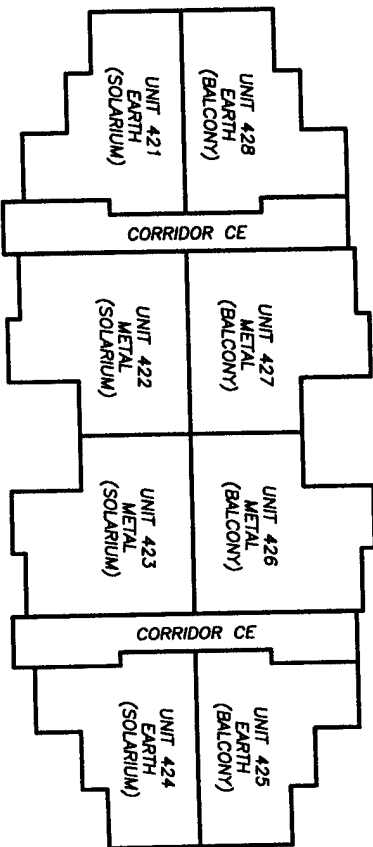
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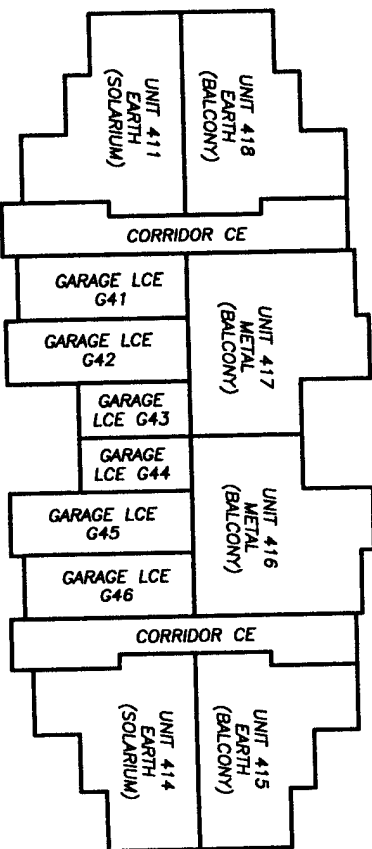
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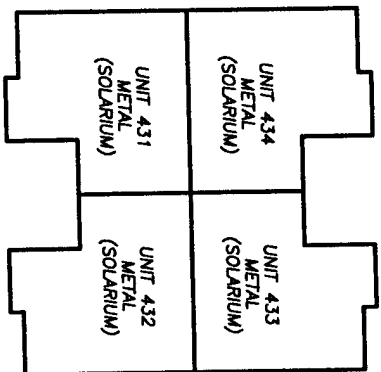
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1ST FLOOR



3RD FLOOR



BUILDING 2191

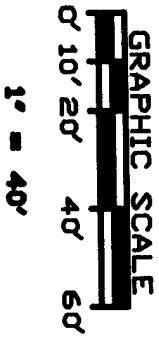
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SHEET 4 OF 21

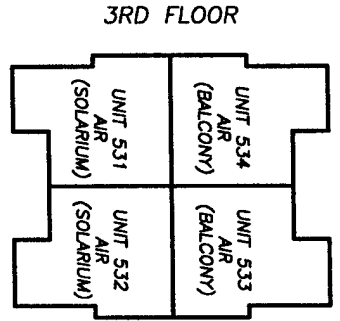
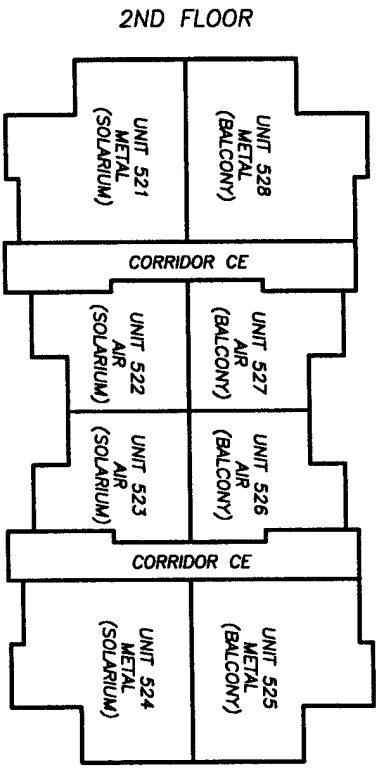
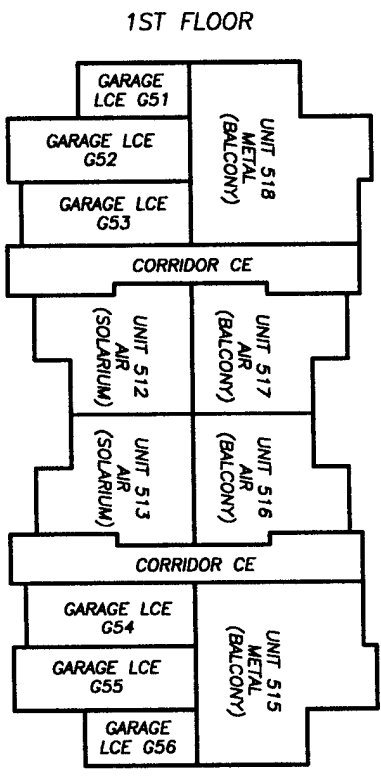
**ACCURIGHT SURVEYS**  
 of Orlando Inc., LB 4475  
 2012 E. Robinson St.  
 Orlando, Florida 32803  
 (407) 901 2914

**THE ELEMENT AT METROWEST, A CONDOMINIUM**  
**SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.**

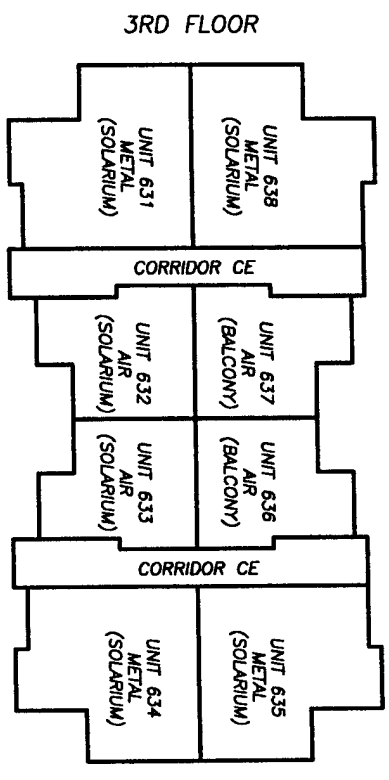
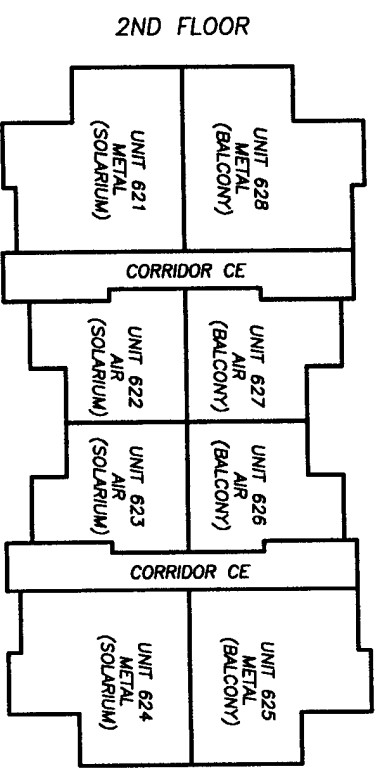
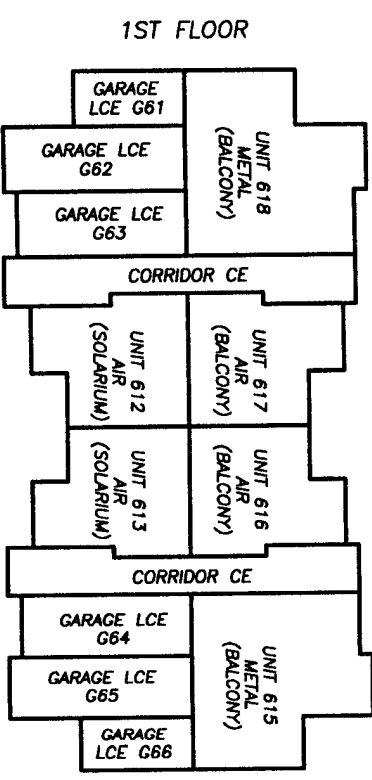
LEGEND:  
 CE - COMMON ELEMENT  
 LCE - LIMITED COMMON ELEMENT  
 TYP - TYPICAL



**ACCURIGHT SURVEYS**  
 of Orlando Inc., LB 4475  
 2012 E. Robinson, St.  
 Orlando, Florida 32803  
 (407) 904-6914



BUILDING 2179

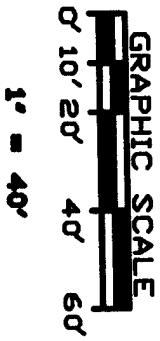


BUILDING 2173

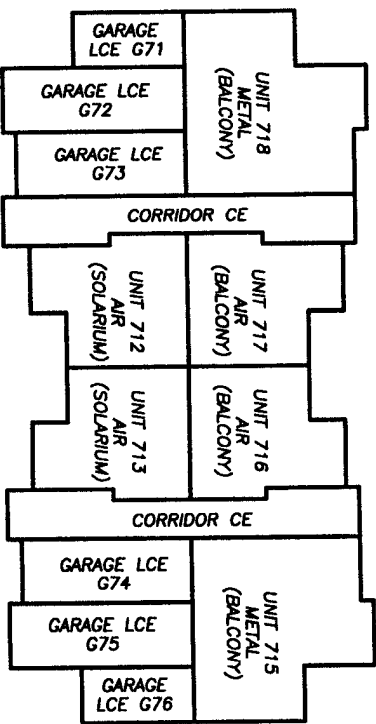
SHEET 5 OF 21

**THE ELEMENT AT METROWEST, A CONDOMINIUM**  
**SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.**

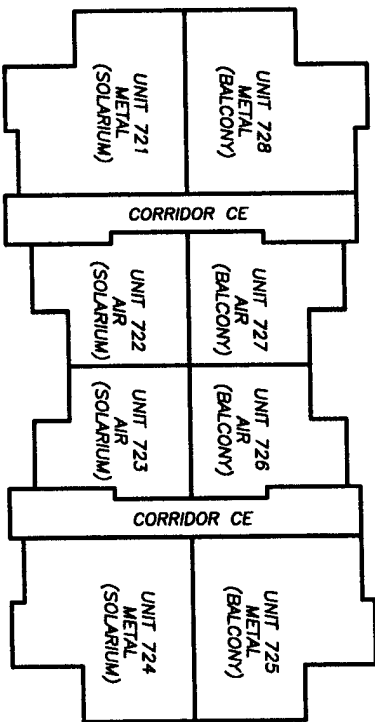
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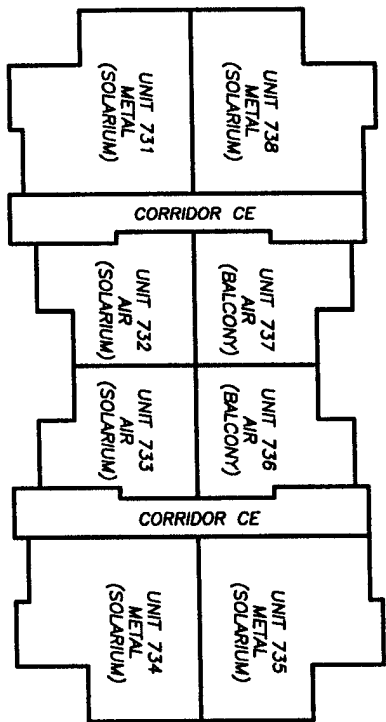
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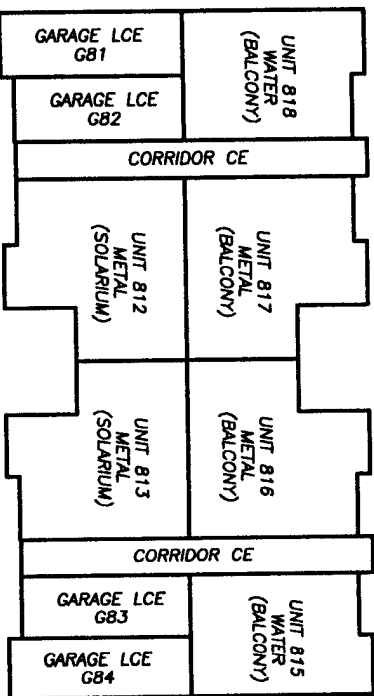
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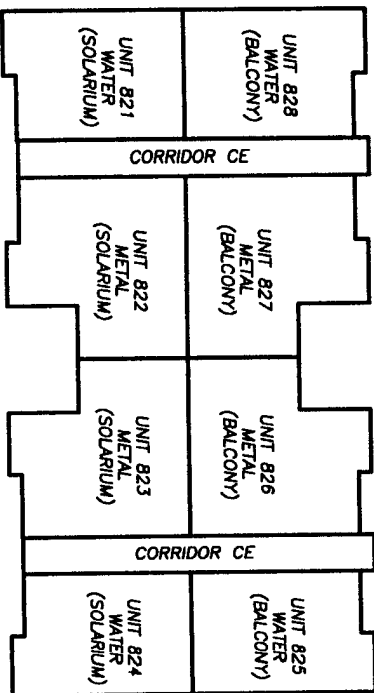
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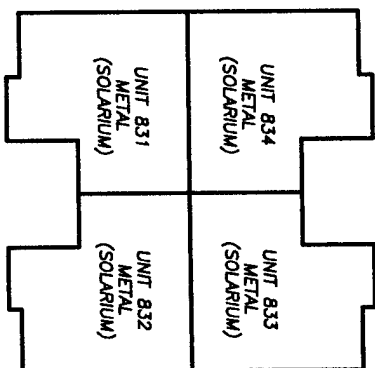
1ST FLOOR



2ND FLOOR



3RD FLOOR



BUILDING 2167

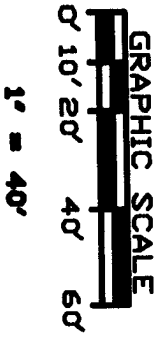
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**ACCURIGHT SURVEYS**  
 of Orlando Inc., LB 4475  
 2012 E. Robinson St.  
 Orlando, Florida 32803  
 (407) 904 0014

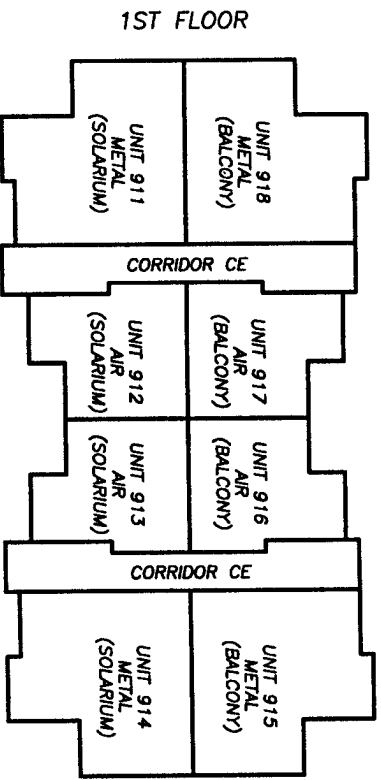
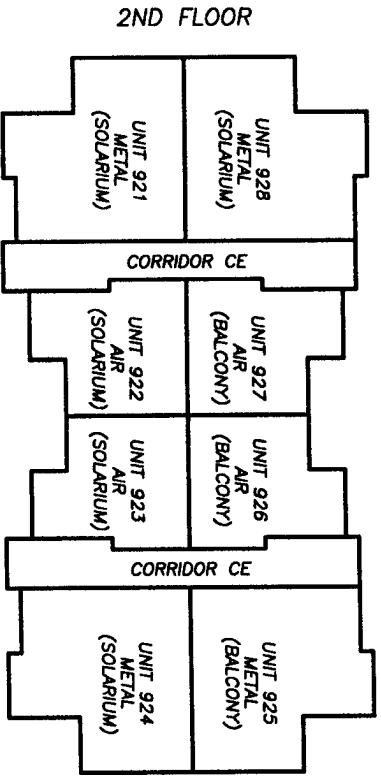
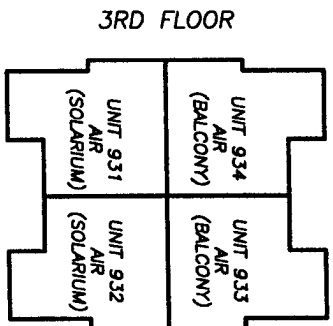
SHEET 6 OF 21

**THE ELEMENT AT METROWEST, A CONDOMINIUM**  
**SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA**

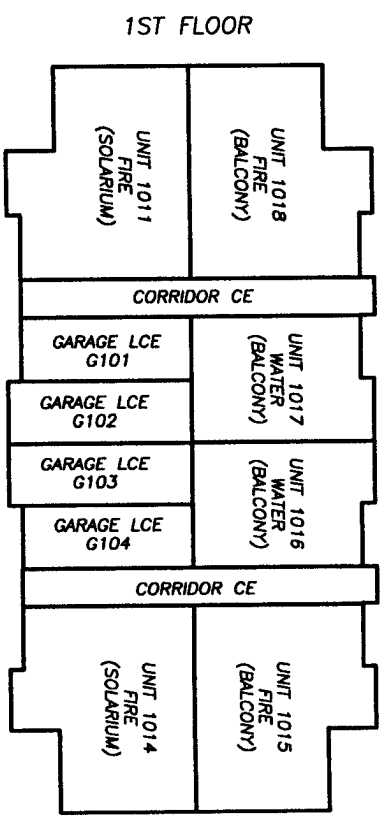
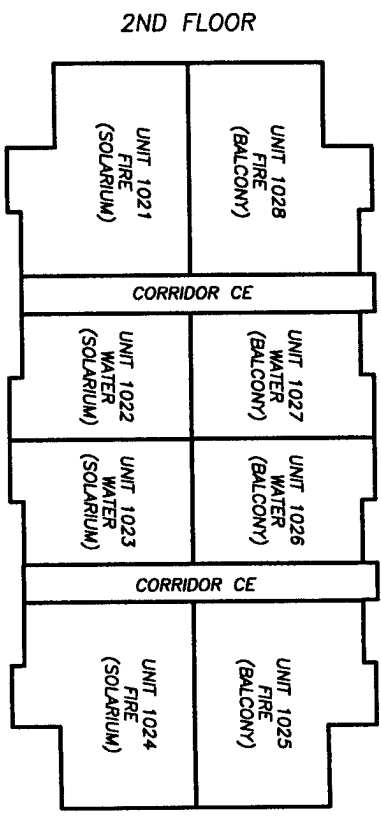
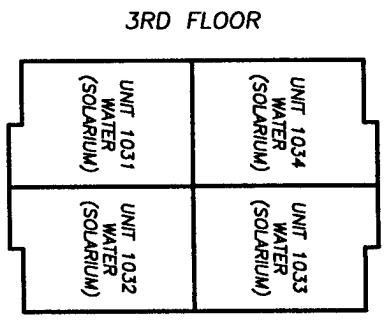
LEGEND:  
 CE - COMMON ELEMENT  
 LCE - LIMITED COMMON ELEMENT  
 TYP - TYPICAL



**ACCURIGHT SURVEYS**  
 of Orlando Inc., LB 4475  
 2012 E. Robinson St.  
 Orlando, Florida 32803  
 (407) 901 0941



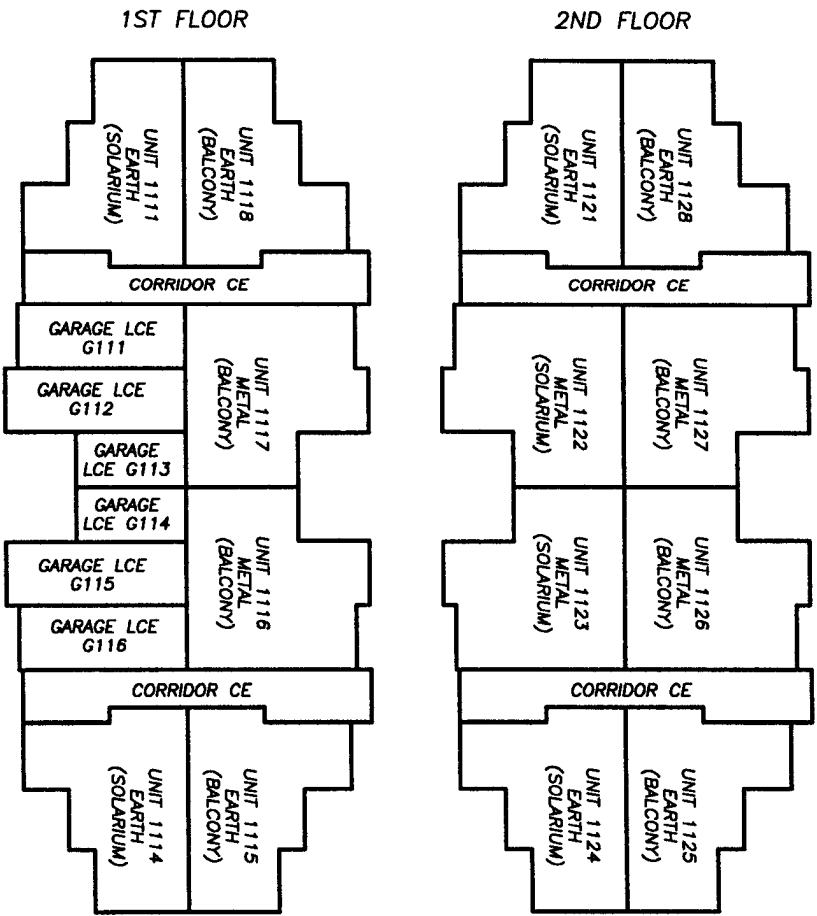
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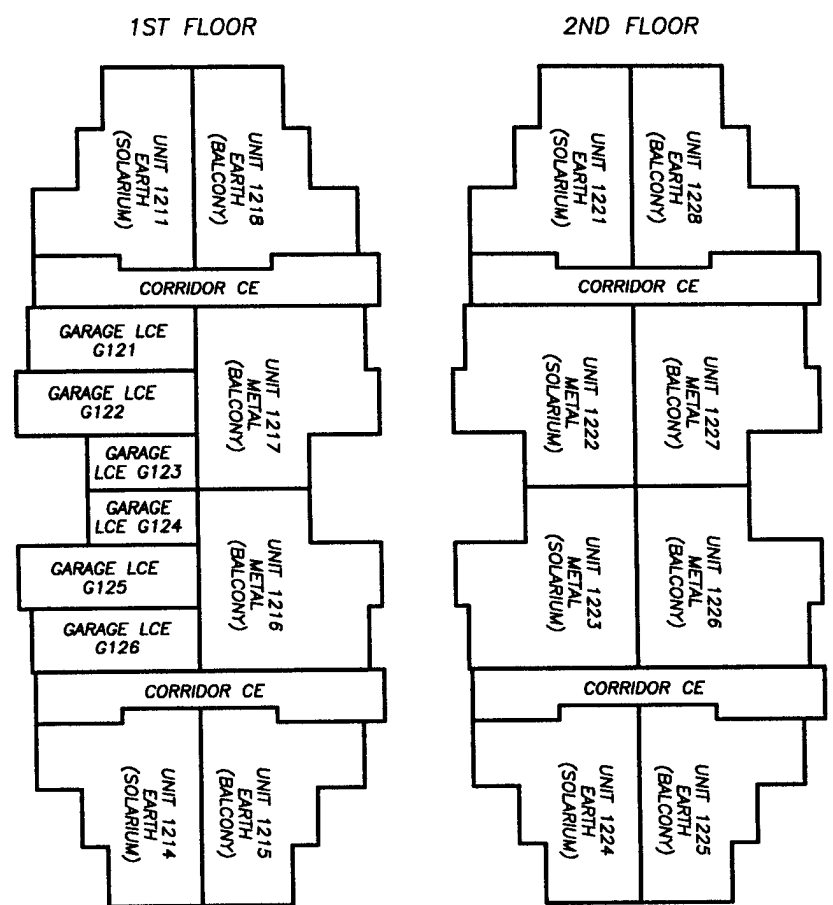
BUILDING 2143

SHEET 7 OF 21

**THE ELEMENT AT METROWEST, A CONDOMINIUM**  
**SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.**

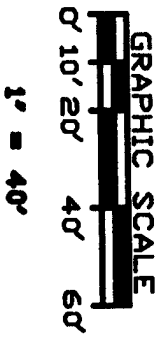


**BUILDING 2131**



**BUILDING 2125**

**LEGEND:**  
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 LCE - LIMITED COMMON ELEMENT  
 TYP - TYPICAL

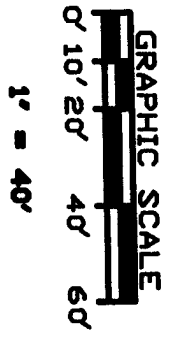


**ACCURIGHT SURVEYS**  
 of Orlando Inc., LB 4475  
 3012 E. Robinson St.  
 Orlando, Florida 32803  
 (407) 904 2914

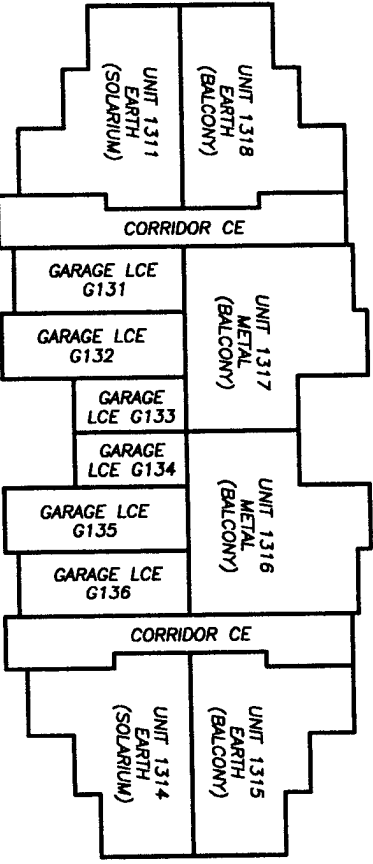


**THE ELEMENT AT METROWEST, A CONDOMINIUM**  
**SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.**

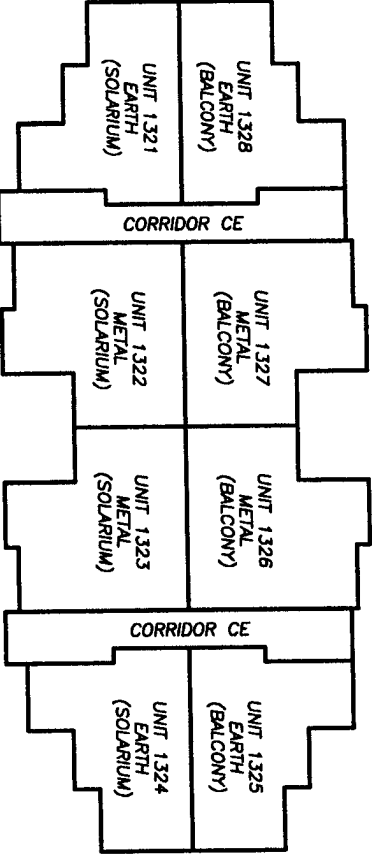
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 LCE - LIMITED COMMON ELEMENT  
 TYP - TYPICAL



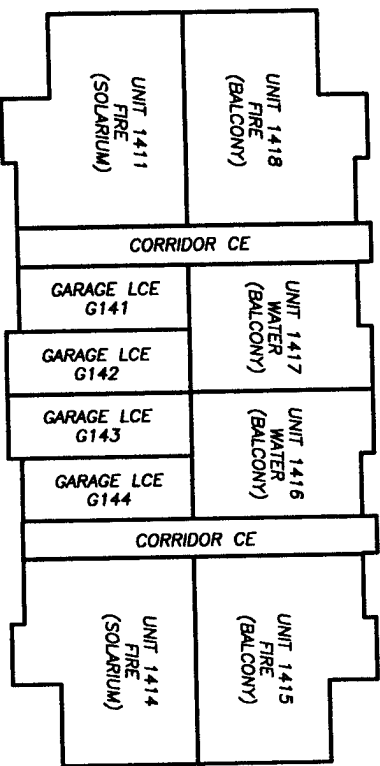
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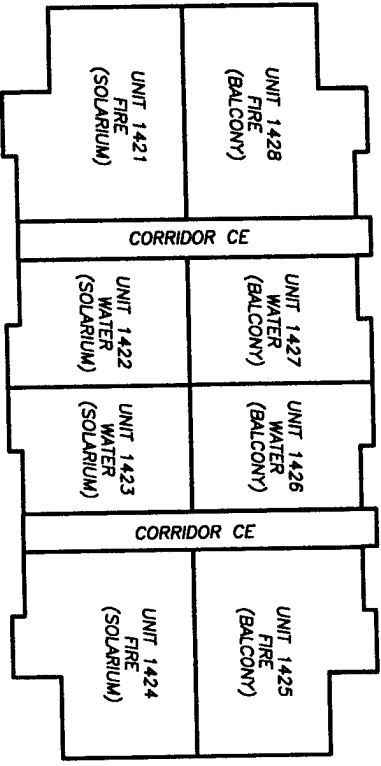
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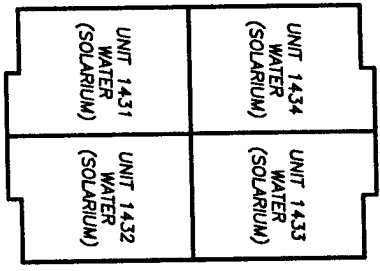
1ST FLOOR



2ND FLOOR



3RD FLOOR



**ACCURIGHT SURVEYS**  
 of Orlando Inc., LB 4475  
 2012 E. Robinson St.  
 Orlando, Florida 32803

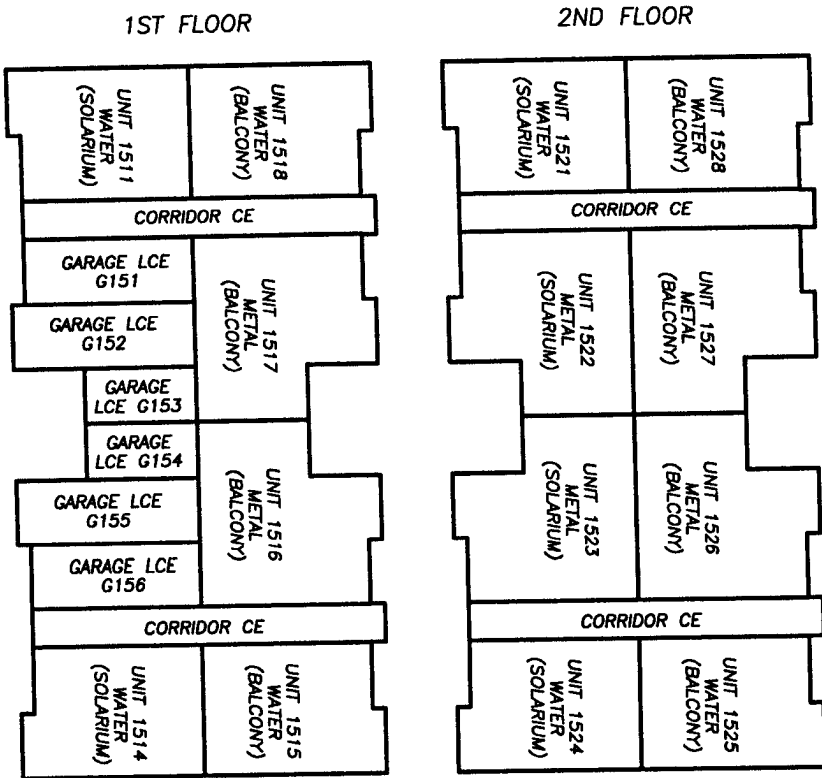
BUILDING 2119

BUILDING 2109

SHEET 9 OF 21

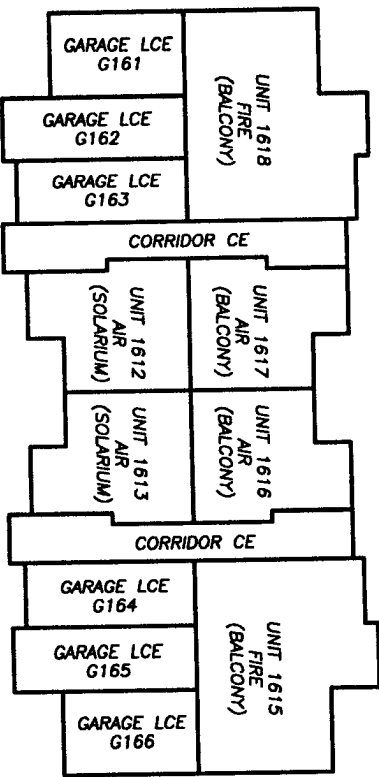
**THE ELEMENT AT METROWEST, A CONDOMINIUM**  
**SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.**

LEGEND:  
 CE - COMMON ELEMENT  
 LCE - LIMITED COMMON ELEMENT  
 TYP - TYPICAL

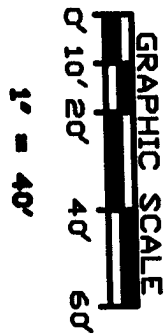
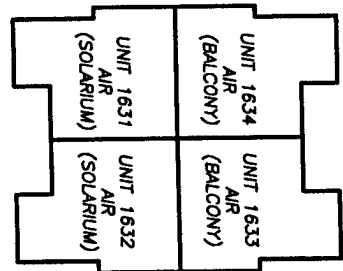


**1ST FLOOR**

**2ND FLOOR**

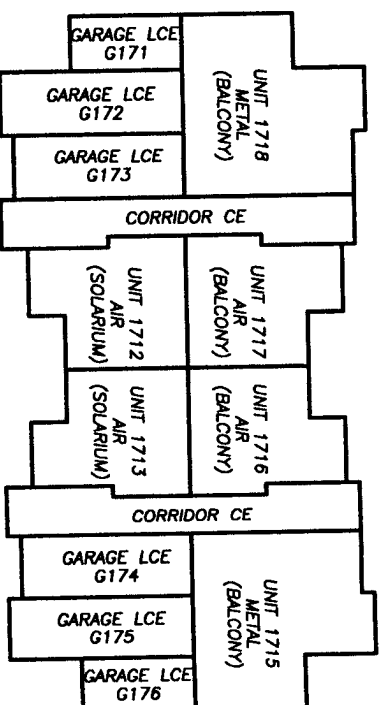


**3RD FLOOR**

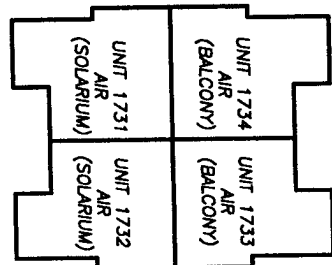


**1ST FLOOR**

**2ND FLOOR**



**3RD FLOOR**



**BUILDING 2215**

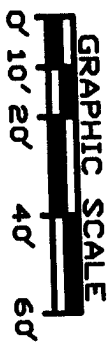
**BUILDING 2161**

**BUILDING 2101**

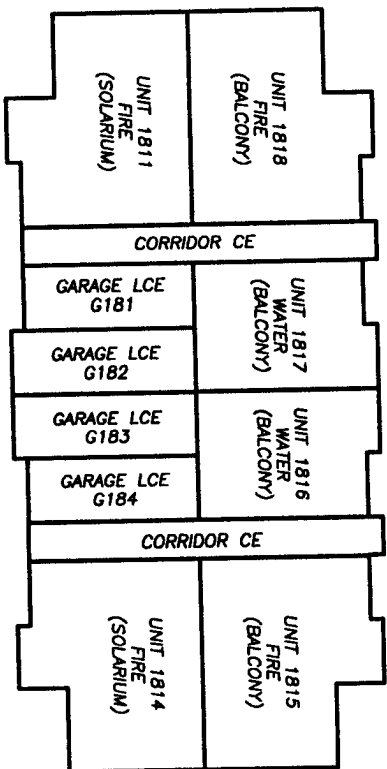
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 of Orlando Inc., LB 4475  
 2012 E. Robinson St.  
 Orlando, Florida 32803  
 (407) 201-2017

**THE ELEMENT AT METROWEST, A CONDOMINIUM**  
**SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.**

LEGEND:  
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 TYP - TYPICAL

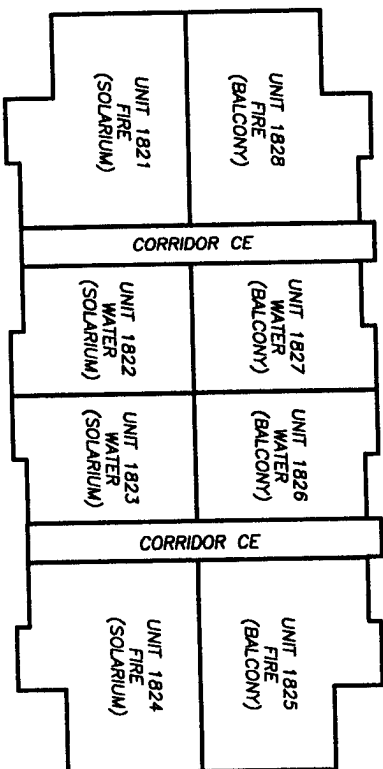


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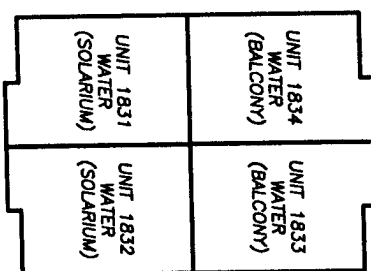


BUILDING 2137

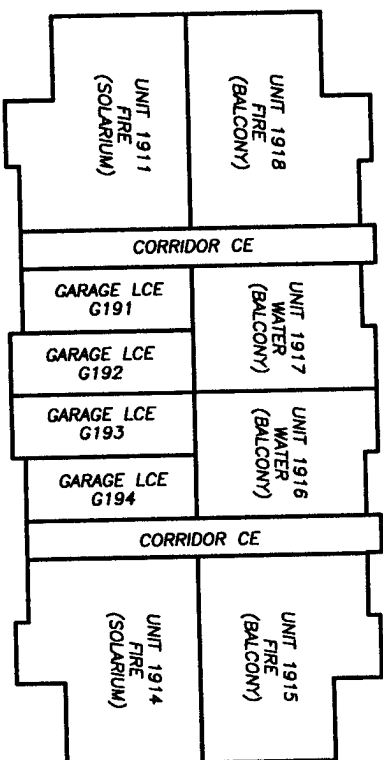
2ND FLOOR



3RD FLOOR

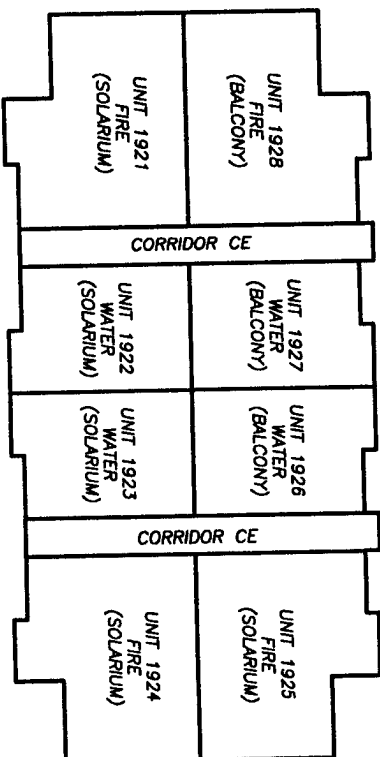


1ST FLOOR

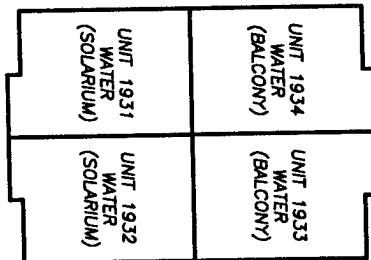


BUILDING 2113

2ND FLOOR



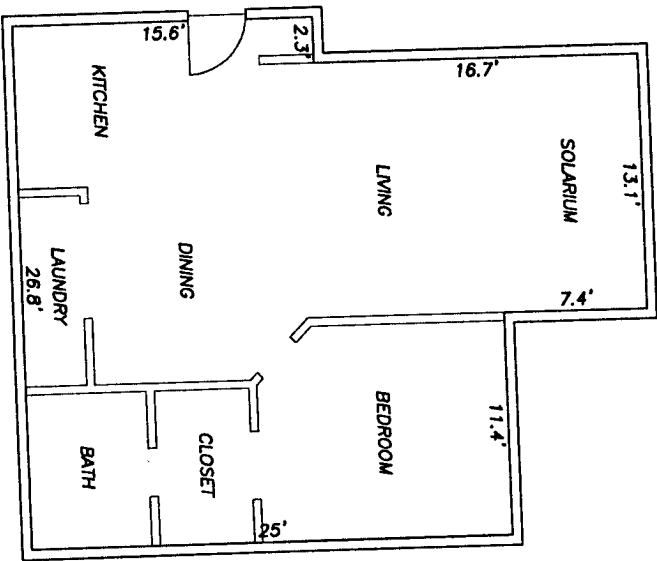
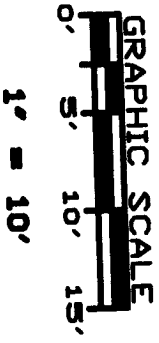
3RD FLOOR



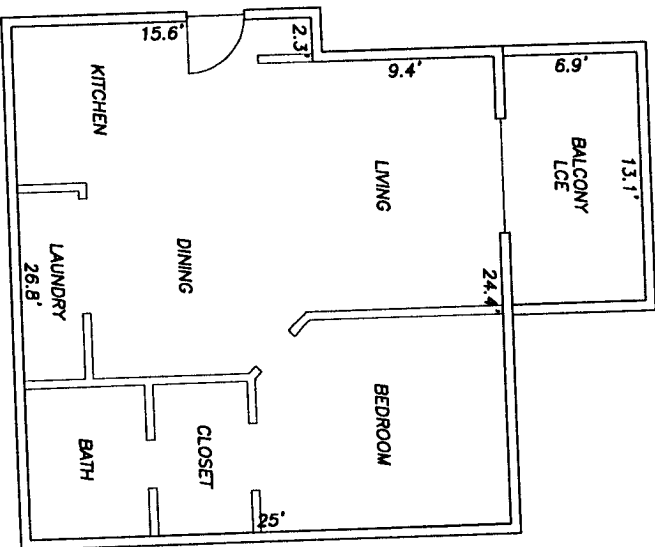
# THE ELEMENT AT METROWEST, A CONDOMINIUM

## SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

LEGEND:  
 CE - COMMON ELEMENT  
 LCE - LIMITED COMMON ELEMENT  
 TYP - TYPICAL



AIR  
 1 BED/1 BATH  
 AREA = 742 SQ. FT.



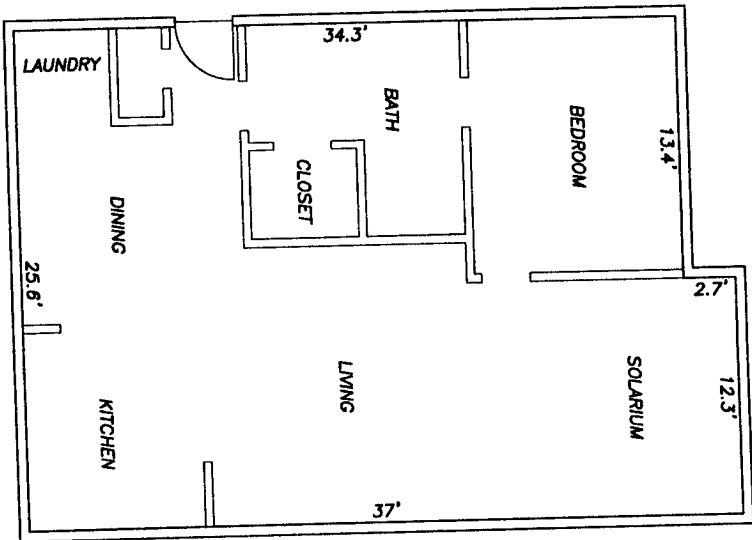
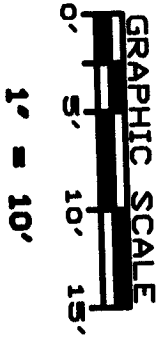
AIR  
 1 BED/1 BATH  
 AREA = 647 SQ. FT.  
 BALCONY = 91 SQ. FT.

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 Orlando, Florida 32803  
 1111 001 2914

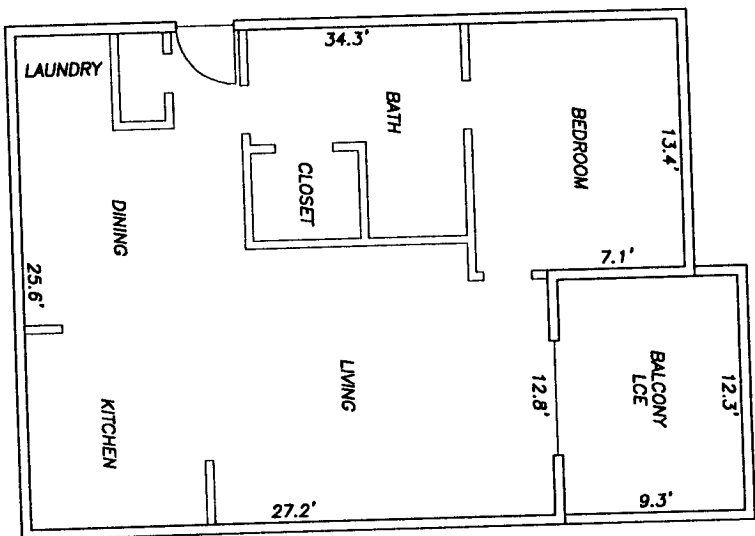
# THE ELEMENT AT METROWEST, A CONDOMINIUM

## SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

LEGEND:  
 CE - COMMON ELEMENT  
 LCE - LIMITED COMMON ELEMENT  
 TYP - TYPICAL



**WATER**  
 1 BED/1 BATH  
 AREA = 912 SQ. FT.



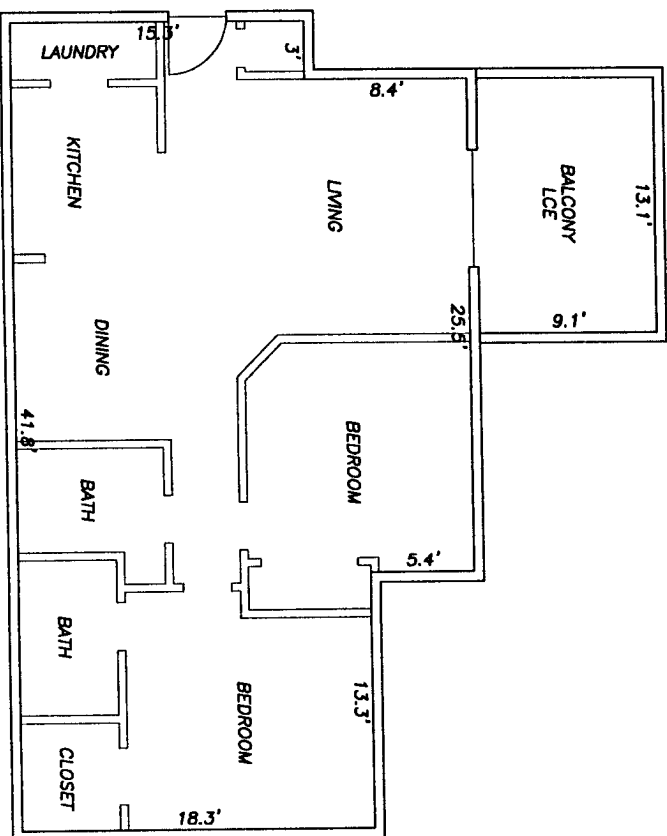
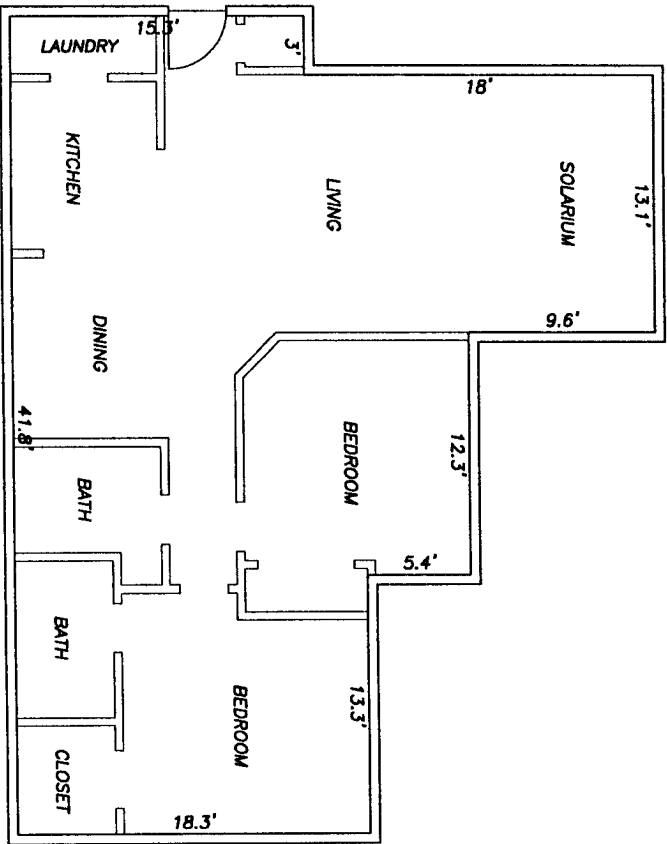
**WATER**  
 1 BED/1 BATH  
 AREA = 790 SQ. FT.  
 BALCONY = 115 SQ. FT.

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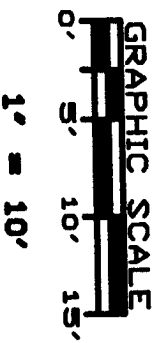
SHEET 13 OF 21

# THE ELEMENT AT METROWEST, A CONDOMINIUM

## SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

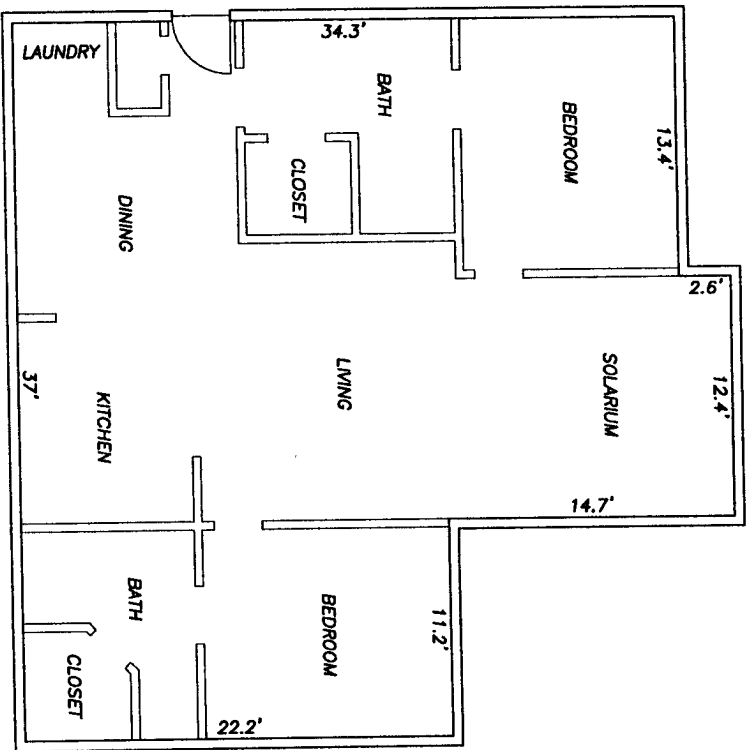


- LEGEND:
- CE - COMMON ELEMENT
  - LCE - LIMITED COMMON ELEMENT
  - TYP - TYPICAL

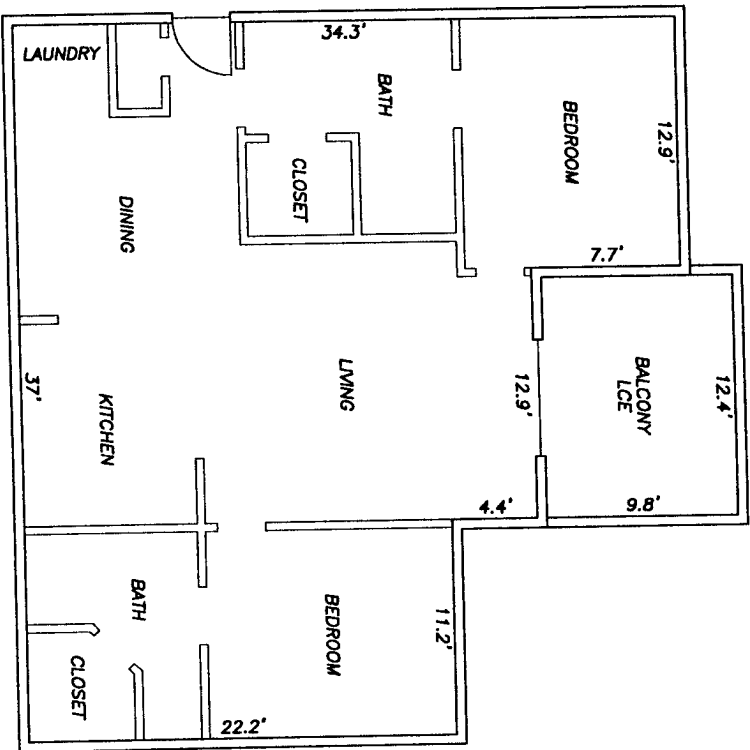


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**THE ELEMENT AT METROWEST, A CONDOMINIUM**  
**SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.**

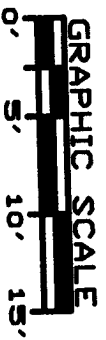


**METAL**  
 2 BED/2 BATH  
 AREA = 1,165 SQ. FT.



**METAL**  
 2 BED/2 BATH  
 AREA = 1,035 SQ. FT.  
 BALCONY = 123 SQ. FT.

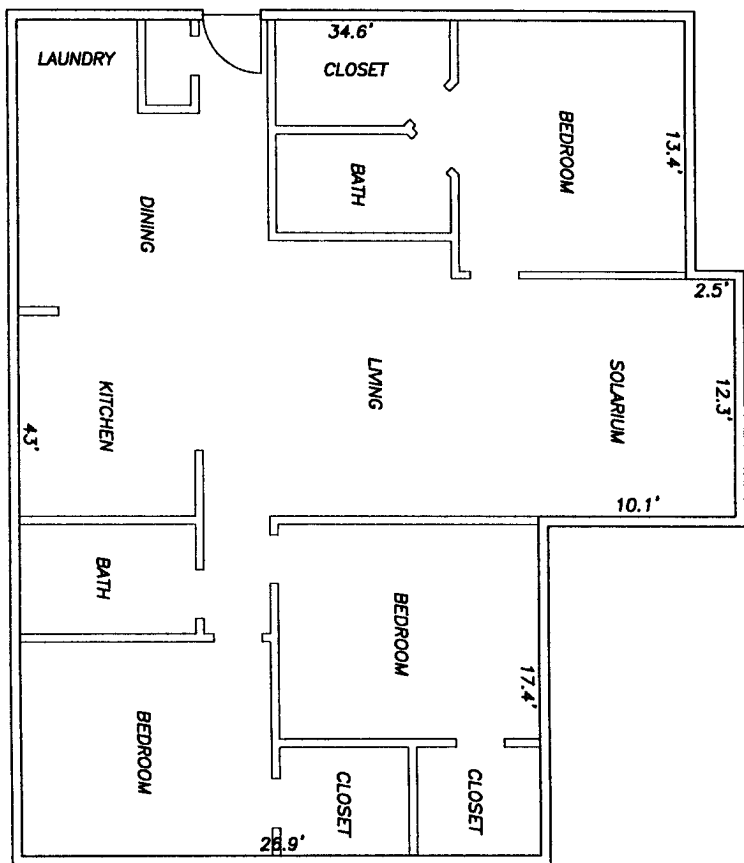
- LEGEND:
- CE - COMMON ELEMENT
  - LCE - LIMITED COMMON ELEMENT
  - TYP - TYPICAL



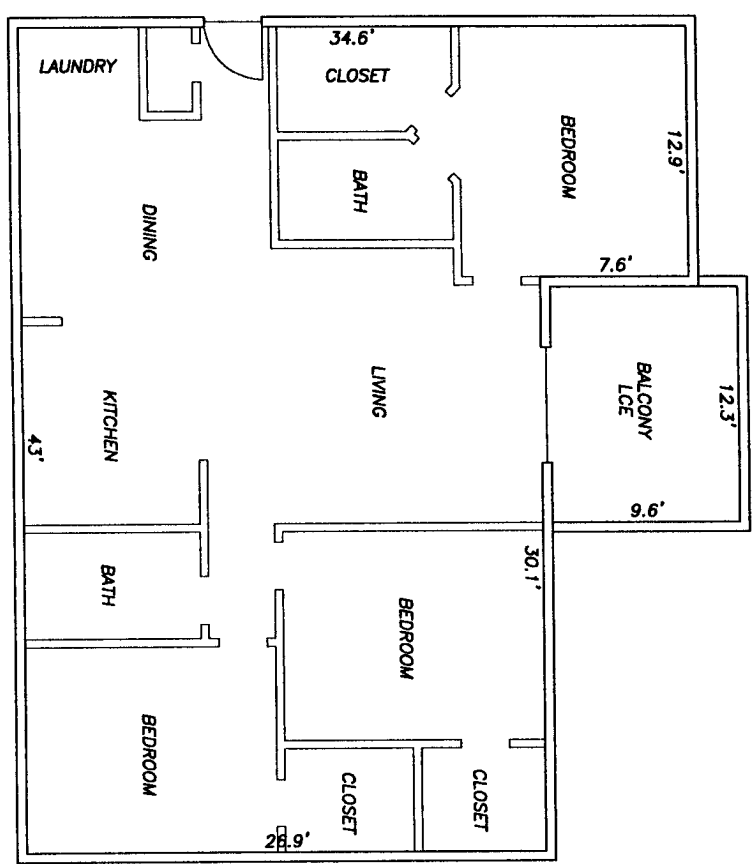
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**THE ELEMENT AT METROWEST, A CONDOMINIUM**  
**SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.**

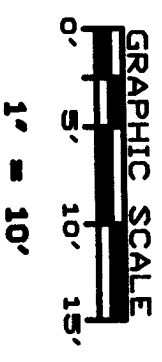


**FIRE**  
**3 BED/2 BATH**  
**AREA = 1,384 SQ. FT.**



**FIRE**  
**3 BED/2 BATH**  
**AREA = 1,257 SQ. FT.**  
**BALCONY = 120 SQ. FT.**

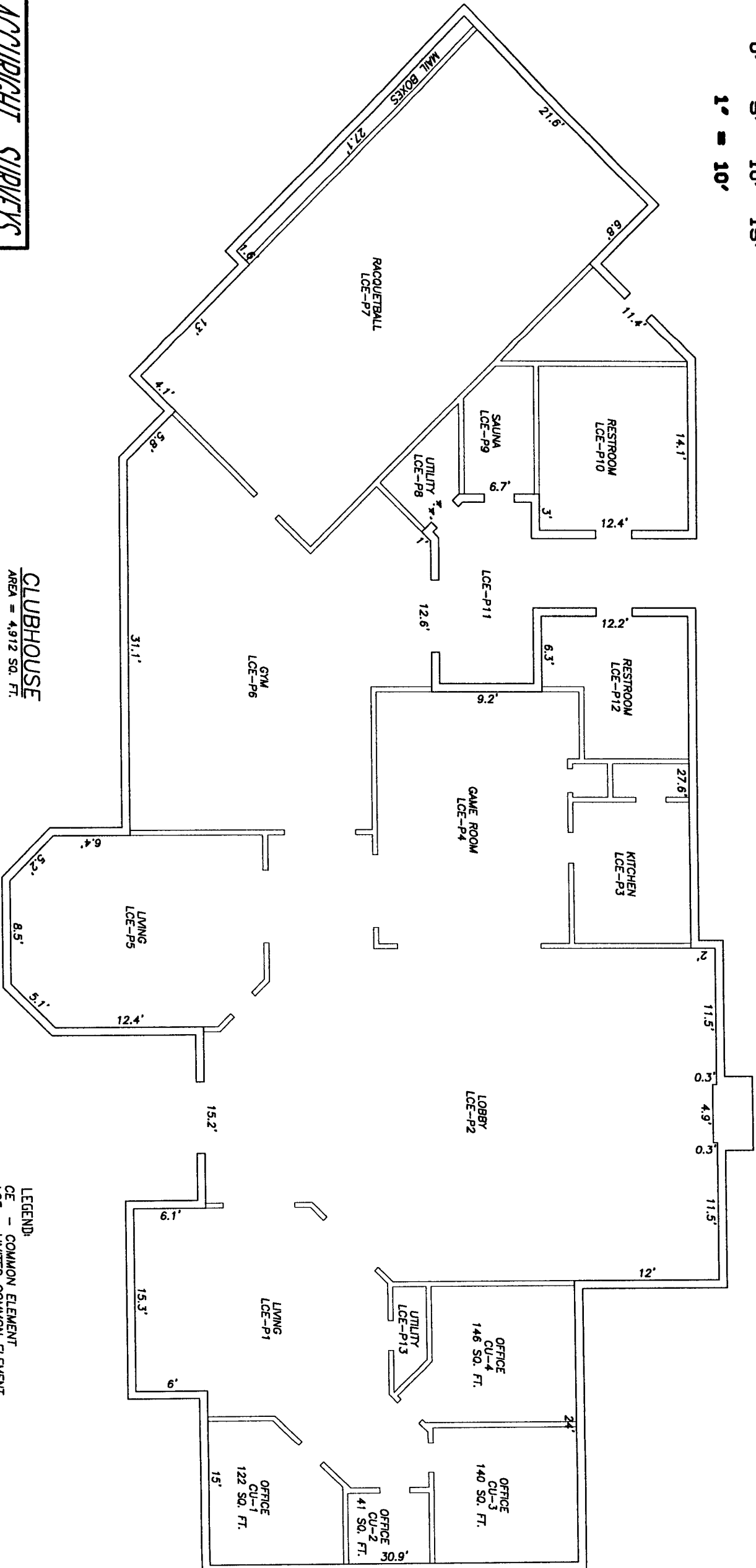
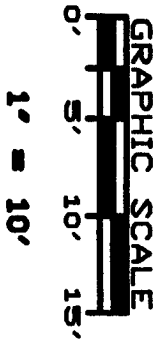
- LEGEND:
- CE - COMMON ELEMENT
  - LCE - LIMITED COMMON ELEMENT
  - TYP - TYPICAL



**ACCURIGHT SURVEYS**  
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# THE ELEMENT AT METROWEST, A CONDOMINIUM

## SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA



**CLUBHOUSE**  
AREA = 4,912 SQ. FT.

- LEGEND:**
- CE - COMMON ELEMENT
  - LCE - LIMITED COMMON ELEMENT
  - CU - COMMERCIAL UNIT
  - TYP - TYPICAL

**ACCURIGHT SURVEYS**  
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(407) 801 2911

# THE ELEMENT AT METROWEST, A CONDOMINIUM

## SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

### BUILDING #2203 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
111	FIRE W/ SOLARIUM	3/2	1400
114	FIRE W/ SOLARIUM	3/2	1400
115	FIRE	3/2	1280
116	WATER	1/1	829
117	WATER	1/1	829
118	FIRE	3/2	1280

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
121	FIRE W/ SOLARIUM	3/2	1400
122	WATER W/ SOLARIUM	1/1	949
123	WATER W/ SOLARIUM	1/1	949
124	FIRE W/ SOLARIUM	3/2	1400
125	FIRE	3/2	1280
126	WATER	1/1	829
127	WATER	1/1	829
128	FIRE	3/2	1280

### THIRD FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
131	WATER W/ SOLARIUM	1/1	949
132	WATER W/ SOLARIUM	1/1	949
133	WATER W/ SOLARIUM	1/1	949
134	WATER W/ SOLARIUM	1/1	949

### BUILDING #2197 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
211	EARTH W/ SOLARIUM	2/2	1069
214	EARTH W/ SOLARIUM	2/2	1069
215	EARTH	2/2	949
216	METAL	2/2	1089
217	METAL	2/2	1089
218	EARTH	2/2	949

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
221	EARTH W/ SOLARIUM	2/2	1069
222	METAL W/ SOLARIUM	2/2	1209
223	METAL W/ SOLARIUM	2/2	1209
224	EARTH	2/2	1069
225	EARTH W/ SOLARIUM	2/2	949
226	METAL	2/2	1089
227	METAL	2/2	1089
228	EARTH	2/2	949

### BUILDING #2191 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
311	WATER W/ SOLARIUM	1/1	949
314	WATER W/ SOLARIUM	1/1	949
315	WATER	1/1	1089
316	METAL	2/2	1089
317	METAL	2/2	1089
318	WATER	1/1	829

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
321	WATER W/ SOLARIUM	1/1	949
322	METAL W/ SOLARIUM	2/2	1209
323	METAL W/ SOLARIUM	2/2	1209
324	WATER W/ SOLARIUM	1/1	949
325	WATER	1/1	829
326	METAL	2/2	1089
327	METAL	2/2	1089
328	WATER	1/1	829

### BUILDING #2173 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
612	AIR W/ SOLARIUM	1/1	759
613	AIR W/ SOLARIUM	1/1	759
615	METAL	2/2	1089
616	AIR	1/1	661
617	AIR	1/1	661
618	METAL	2/2	1089

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
621	METAL W/ SOLARIUM	2/2	1209
622	AIR W/ SOLARIUM	1/1	759
623	AIR W/ SOLARIUM	1/1	759
624	METAL W/ SOLARIUM	2/2	1209
625	METAL	2/2	1089
626	AIR	1/1	661
627	AIR	1/1	661
628	METAL	2/2	1089

### THIRD FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
631	METAL W/ SOLARIUM	2/2	1209
632	AIR W/ SOLARIUM	1/1	759
633	AIR W/ SOLARIUM	1/1	759
634	METAL W/ SOLARIUM	2/2	1209
635	METAL W/ SOLARIUM	2/2	1209
636	AIR	1/1	661
637	AIR	1/1	661
638	METAL W/ SOLARIUM	2/2	1209

### BUILDING #2179 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
512	AIR W/ SOLARIUM	1/1	759
513	AIR W/ SOLARIUM	1/1	759
515	METAL	2/2	1089
516	AIR	1/1	661
517	AIR	1/1	661
518	METAL	2/2	1089

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
521	METAL W/ SOLARIUM	2/2	1209
522	AIR W/ SOLARIUM	1/1	759
523	AIR W/ SOLARIUM	1/1	759
524	METAL W/ SOLARIUM	2/2	1209
525	METAL	2/2	1089
526	AIR	1/1	661
527	AIR	1/1	661
528	METAL	2/2	1089

### THIRD FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
531	AIR W/ SOLARIUM	1/1	759
532	AIR W/ SOLARIUM	1/1	759
533	AIR	1/1	661
534	AIR	1/1	661

### BUILDING #2185 - FIRST FLOOR

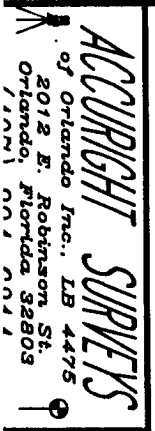
UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
411	EARTH W/ SOLARIUM	2/2	1069
414	EARTH W/ SOLARIUM	2/2	1069
415	EARTH	2/2	949
416	METAL	2/2	1089
417	METAL	2/2	1089
418	EARTH	2/2	949

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
421	EARTH W/ SOLARIUM	2/2	1069
422	METAL W/ SOLARIUM	2/2	1209
423	METAL W/ SOLARIUM	2/2	1209
424	EARTH W/ SOLARIUM	2/2	1069
425	EARTH	2/2	949
426	METAL	2/2	1089
427	METAL	2/2	1089
428	EARTH	2/2	949

### THIRD FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
431	METAL W/ SOLARIUM	2/2	1209
432	METAL W/ SOLARIUM	2/2	1209
433	METAL W/ SOLARIUM	2/2	1209
434	METAL W/ SOLARIUM	2/2	1209



# THE ELEMENT AT METROWEST, A CONDOMINIUM

## SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

### BUILDING #2167 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
712	AIR W/ SOLARIUM	1/1	759
713	AIR W/ SOLARIUM	1/1	759
715	METAL	2/2	1089
716	AIR	1/1	661
717	AIR	1/1	661
718	METAL	2/2	1089

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
721	METAL W/ SOLARIUM	2/2	1209
722	AIR W/ SOLARIUM	1/1	759
723	AIR W/ SOLARIUM	1/1	759
724	METAL W/ SOLARIUM	2/2	1209
725	METAL	2/2	1089
726	AIR	1/1	661
727	AIR	1/1	661
728	METAL	2/2	1089

### THIRD FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
731	METAL W/ SOLARIUM	2/2	1209
732	AIR W/ SOLARIUM	1/1	759
733	AIR W/ SOLARIUM	1/1	759
734	METAL W/ SOLARIUM	2/2	1209
735	METAL W/ SOLARIUM	2/2	1209
736	AIR	1/1	661
737	AIR	1/1	661
738	METAL W/ SOLARIUM	2/2	1209

### BUILDING #2155 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
812	METAL W/ SOLARIUM	2/2	1209
813	METAL W/ SOLARIUM	2/2	1209
815	WATER	1/1	829
816	METAL	2/2	1089
817	METAL	2/2	1089
818	WATER	1/1	829

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
821	WATER W/ SOLARIUM	1/1	949
822	METAL W/ SOLARIUM	2/2	1209
823	METAL W/ SOLARIUM	2/2	1209
824	WATER	1/1	949
825	WATER	1/1	829
826	METAL	2/2	1089
827	METAL	2/2	1089
828	WATER	1/1	829

### THIRD FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
831	METAL W/ SOLARIUM	2/2	1209
832	METAL W/ SOLARIUM	2/2	1209
833	METAL W/ SOLARIUM	2/2	1209
834	METAL W/ SOLARIUM	2/2	1209

### BUILDING #2143 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1011	FIRE W/ SOLARIUM	3/2	1400
1014	FIRE W/ SOLARIUM	3/2	1400
1015	FIRE	1/1	1280
1016	WATER	1/1	829
1017	WATER	1/1	829
1018	FIRE	3/2	1280

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1021	FIRE W/ SOLARIUM	3/2	1400
1022	WATER W/ SOLARIUM	1/1	949
1023	WATER W/ SOLARIUM	1/1	949
1024	FIRE W/ SOLARIUM	3/2	1400
1025	FIRE	1/1	1280
1026	WATER	1/1	829
1027	WATER	1/1	829
1028	FIRE	3/2	1280

### THIRD FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1031	WATER W/ SOLARIUM	1/1	949
1032	WATER W/ SOLARIUM	1/1	949
1033	WATER W/ SOLARIUM	1/1	949
1034	WATER W/ SOLARIUM	1/1	949

### BUILDING #2149 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
911	METAL W/ SOLARIUM	2/2	1209
912	AIR W/ SOLARIUM	1/1	759
913	AIR W/ SOLARIUM	1/1	759
914	METAL W/ SOLARIUM	2/2	1209
915	METAL	2/2	1089
916	AIR	1/1	661
917	AIR	1/1	661
918	METAL	2/2	1089

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
921	METAL W/ SOLARIUM	2/2	1209
922	AIR W/ SOLARIUM	1/1	759
923	AIR W/ SOLARIUM	1/1	759
924	METAL W/ SOLARIUM	2/2	1209
925	METAL W/ SOLARIUM	2/2	1089
926	METAL	1/1	661
927	AIR	1/1	661
928	METAL W/ SOLARIUM	2/2	1209

### THIRD FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
931	AIR W/ SOLARIUM	1/1	759
932	AIR W/ SOLARIUM	1/1	759
933	AIR	1/1	661
934	AIR	1/1	661

### BUILDING #2125 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1211	EARTH W/ SOLARIUM	2/2	1069
1214	EARTH W/ SOLARIUM	2/2	1069
1215	EARTH	2/2	949
1216	METAL	2/2	1089
1217	METAL	2/2	1089
1218	EARTH	2/2	949

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1221	EARTH W/ SOLARIUM	2/2	1069
1222	EARTH W/ SOLARIUM	2/2	1209
1223	METAL W/ SOLARIUM	2/2	1069
1224	EARTH	2/2	949
1225	EARTH	2/2	1089
1226	METAL	2/2	1089
1227	METAL	2/2	1089
1228	EARTH	2/2	949

**ACCURIGHT SURVEYS**  
 of Orlando Inc., LB 4475  
 2012 E. Robinson St.  
 Orlando, Florida 32803  
 (407) 201-0041

# THE ELEMENT AT METROWEST, A CONDOMINIUM

## SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA

### BUILDING #2119 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1311	EARTH W/ SOLARIUM	2/2	1069
1314	EARTH W/ SOLARIUM	2/2	1069
1315	EARTH	2/2	949
1316	METAL	2/2	1089
1317	METAL	2/2	1089
1318	EARTH	2/2	949

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1321	EARTH W/ SOLARIUM	2/2	1069
1322	METAL W/ SOLARIUM	2/2	1209
1323	METAL W/ SOLARIUM	2/2	1209
1324	EARTH W/ SOLARIUM	2/2	1069
1325	EARTH	2/2	949
1326	METAL	2/2	1089
1327	METAL	2/2	1089
1328	EARTH	2/2	949

### BUILDING #2109 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1411	FIRE W/ SOLARIUM	3/2	1400
1414	FIRE W/ SOLARIUM	3/2	1400
1415	FIRE	3/2	1280
1416	WATER	1/1	829
1417	WATER	1/1	829
1418	FIRE	3/2	1280

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1421	FIRE W/ SOLARIUM	3/2	1400
1422	WATER W/ SOLARIUM	1/1	949
1423	WATER W/ SOLARIUM	1/1	949
1424	FIRE W/ SOLARIUM	3/2	1400
1425	FIRE	3/2	1280
1426	WATER	1/1	829
1427	WATER	1/1	829
1428	FIRE	3/2	1280

### THIRD FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1431	WATER W/ SOLARIUM	1/1	949
1432	WATER W/ SOLARIUM	1/1	949
1433	WATER W/ SOLARIUM	1/1	949
1434	WATER W/ SOLARIUM	1/1	949

### BUILDING #2101 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1511	WATER W/ SOLARIUM	1/1	949
1514	WATER W/ SOLARIUM	1/1	949
1515	WATER	1/1	829
1516	METAL	2/2	1089
1517	METAL	2/2	1089
1518	WATER	1/1	829

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1521	WATER W/ SOLARIUM	1/1	949
1522	METAL W/ SOLARIUM	2/2	1209
1523	METAL W/ SOLARIUM	2/2	1209
1524	WATER W/ SOLARIUM	1/1	949
1525	WATER	1/1	829
1526	WATER	1/1	1089
1527	METAL	2/2	1089
1528	METAL	2/2	1089

### BUILDING #2137 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1811	FIRE W/ SOLARIUM	3/2	1400
1814	FIRE W/ SOLARIUM	3/2	1400
1815	FIRE	3/2	1280
1816	WATER	1/1	829
1817	WATER	1/1	829
1818	FIRE	3/2	1280

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1821	FIRE W/ SOLARIUM	3/2	1400
1822	WATER W/ SOLARIUM	1/1	949
1823	WATER W/ SOLARIUM	1/1	949
1824	FIRE W/ SOLARIUM	3/2	1400
1825	FIRE	3/2	1280
1826	WATER	1/1	829
1827	WATER	1/1	829
1828	FIRE	3/2	1280

### THIRD FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1831	WATER W/ SOLARIUM	1/1	949
1832	WATER W/ SOLARIUM	1/1	949
1833	WATER	1/1	829
1834	WATER	1/1	829

### BUILDING #2215 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1612	AIR W/ SOLARIUM	1/1	759
1613	AIR W/ SOLARIUM	1/1	759
1615	FIRE	3/2	1280
1616	AIR	1/1	661
1617	AIR	1/1	661
1618	FIRE	3/2	1280

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1621	METAL W/ SOLARIUM	2/2	1209
1622	AIR W/ SOLARIUM	1/1	759
1623	AIR W/ SOLARIUM	1/1	759
1624	METAL W/ SOLARIUM	2/2	1209
1625	METAL	2/2	1089
1626	AIR	1/1	661
1627	AIR	1/1	661
1628	METAL	2/2	1089

### THIRD FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1631	AIR W/ SOLARIUM	1/1	759
1632	AIR W/ SOLARIUM	1/1	759
1633	AIR	1/1	661
1634	AIR	1/1	661

### BUILDING #2161 - FIRST FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1712	AIR W/ SOLARIUM	1/1	759
1713	AIR W/ SOLARIUM	1/1	759
1715	METAL	2/2	1089
1716	AIR	1/1	661
1717	AIR	1/1	661
1718	METAL	2/2	1089

### SECOND FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1721	METAL W/ SOLARIUM	2/2	1209
1722	AIR W/ SOLARIUM	1/1	759
1723	AIR W/ SOLARIUM	1/1	759
1724	METAL W/ SOLARIUM	2/2	1209
1725	METAL W/ SOLARIUM	2/2	1209
1726	AIR	1/1	661
1727	AIR	1/1	661
1728	METAL W/ SOLARIUM	2/2	1209

### THIRD FLOOR

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1731	AIR W/ SOLARIUM	1/1	759
1732	AIR W/ SOLARIUM	1/1	759
1733	AIR	1/1	661
1734	AIR	1/1	661

**ACCURIGHT SURVEYS**  
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Orlando, Florida 32803  
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**THE ELEMENT AT METROWEST, A CONDOMINIUM**  
**SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.**

**BUILDING #2113 - FIRST FLOOR**

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1911	FIRE W/ SOLARIUM	3/2	1400
1914	FIRE W/ SOLARIUM	3/2	1400
1915	FIRE	3/2	1280
1916	WATER	1/1	829
1917	WATER	1/1	829
1918	FIRE	3/2	1280

**SECOND FLOOR**

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1921	FIRE W/ SOLARIUM	3/2	1400
1922	WATER W/ SOLARIUM	1/1	949
1923	WATER W/ SOLARIUM	1/1	949
1924	FIRE W/ SOLARIUM	3/2	1400
1925	FIRE W/ SOLARIUM	3/2	1400
1926	WATER	1/1	829
1927	WATER	1/1	829
1928	FIRE	3/2	1280

**THIRD FLOOR**

UNIT #	UNIT TYPE	BR/BATHS	UNIT SQ. FT.
1931	WATER W/ SOLARIUM	1/1	949
1932	WATER W/ SOLARIUM	1/1	949
1933	WATER	1/1	829
1934	WATER	1/1	829

EXHIBIT "B"

**THE ELEMENT AT METROWEST, A CONDOMINIUM**

UNIT OWNERS UNDIVIDED SHARE IN THE COMMON ELEMENTS

AND PERCENTAGE OF SHARING COMMON EXPENSES  
AND OWNING COMMON SURPLUS



THE ELEMENT AT METROWEST, A CONDOMINIUM

UNIT OWNER UNDIVIDED SHARE IN THE COMMON ELEMENTS AND  
FRACTIONAL SHARES OF SHARING COMMON EXPENSES  
AND OWNING COMMON SURPLUS

Both the fractional shares of ownership of Common Elements and the Common Expenses of the Units were apportioned by grouping the Units into Types and allocating points to each type as follows: The ownership share of the Common Elements and Common Expenses assigned to each unit shall be based upon the total square footage of each unit in uniform relationship to the total square footage of each other unit the in condominium (the results are rounded off in order to make the total equal 100%).

The fractional shares for each Unit were arrived at as follows:

UNIT NUMBER	UNIT TYPE	UNIT Sq. Ft.	BED/BATH	UNDIVIDED INTEREST
<i>BUILDING 2203</i>				
<i>First Floor</i>				
111	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
114	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
115	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
116	Water	829	1 BR / 1 BA	829 / 329,415
117	Water	829	1 BR / 1 BA	829 / 329,415
118	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
<i>Second Floor</i>				
121	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
122	Water W/S	949	1 BR / 1 BA	949 / 329,415
123	Water W/S	949	1 BR / 1 BA	949 / 329,415
124	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
125	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
126	Water	829	1 BR / 1 BA	829 / 329,415
127	Water	829	1 BR / 1 BA	829 / 329,415
128	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
<i>Third Floor</i>				
131	Water W/S	949	1 BR / 1 BA	949 / 329,415
132	Water W/S	949	1 BR / 1 BA	949 / 329,415
133	Water W/S	949	1 BR / 1 BA	949 / 329,415
134	Water W/S	949	1 BR / 1 BA	949 / 329,415
<i>BUILDING 2197</i>				
<i>First Floor</i>				
211	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
214	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
215	Earth	949	2 BR / 2 BA	949 / 329,415
216	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
217	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
218	Earth	949	2 BR / 2 BA	949 / 329,415
<i>Second Floor</i>				
221	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
222	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
223	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
224	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
225	Earth	949	2 BR / 2 BA	949 / 329,415
226	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
227	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
228	Earth	949	2 BR / 2 BA	949 / 329,415

UNIT NUMBER	UNIT TYPE	UNIT SQ. FT.	BED/BATH	UNDIVIDED INTEREST
<i>BUILDING 2191</i>				
<i>First Floor</i>				
311	Water W/S	949	1 BR / 1 BA	949 / 329,415
314	Water W/S	949	1 BR / 1 BA	949 / 329,415
315	Water	829	1 BR / 1 BA	829 / 329,415
316	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
317	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
318	Water	829	1 BR / 1 BA	829 / 329,415
<i>Second Floor</i>				
321	Water W/S	949	1 BR / 1 BA	949 / 329,415
322	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
323	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
324	Water W/S	949	1 BR / 1 BA	949 / 329,415
325	Water	829	1 BR / 1 BA	829 / 329,415
326	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
327	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
328	Water	829	1 BR / 1 BA	829 / 329,415
<i>BUILDING 2173</i>				
612	Air W/S	759	1 BR / 1 BA	759 / 329,415
613	Air W/S	759	1 BR / 1 BA	759 / 329,415
615	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
616	Air	661	1 BR / 1 BA	661 / 329,415
617	Air	661	1 BR / 1 BA	661 / 329,415
618	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
<i>Second Floor</i>				
621	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
622	Air W/S	759	1 BR / 1 BA	759 / 329,415
623	Air W/S	759	1 BR / 1 BA	759 / 329,415
624	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
625	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
626	Air	661	1 BR / 1 BA	661 / 329,415
627	Air	661	1 BR / 1 BA	661 / 329,415
628	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
<i>Third Floor</i>				
631	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
632	Air W/S	759	1 BR / 1 BA	759 / 329,415
633	Air W/S	759	1 BR / 1 BA	759 / 329,415
634	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
635	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
636	Air	661	1 BR / 1 BA	661 / 329,415
637	Air	661	1 BR / 1 BA	661 / 329,415
638	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
<i>BUILDING 2179</i>				
<i>First Floor</i>				
512	Air W/S	759	1 BR / 1 BA	759 / 329,415
513	Air W/S	759	1 BR / 1 BA	759 / 329,415
515	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
516	Air	661	1 BR / 1 BA	661 / 329,415
517	Air	661	1 BR / 1 BA	661 / 329,415
518	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
<i>Second Floor</i>				
521	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
522	Air W/S	759	1 BR / 1 BA	759 / 329,415
523	Air W/S	759	1 BR / 1 BA	759 / 329,415
524	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
525	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
526	Air	661	1 BR / 1 BA	661 / 329,415

UNIT NUMBER	UNIT TYPE	UNIT Sq. Ft.	BED/BATH	UNDIVIDED INTEREST
<i>Building 2179, Second Floor continued</i>				
527	Air	661	1 BR / 1 BA	661 / 329,415
528	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
<i>Third Floor</i>				
531	Air W/S	759	1 BR / 1 BA	759 / 329,415
532	Air W/S	759	1 BR / 1 BA	759 / 329,415
533	Air	661	1 BR / 1 BA	661 / 329,415
534	Air	661	1 BR / 1 BA	661 / 329,415
<b>BUILDING 2185</b> <i>First Floor</i>				
411	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
414	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
415	Earth	949	2 BR / 2 BA	949 / 329,415
416	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
417	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
418	Earth	949	2 BR / 2 BA	949 / 329,415
<i>Second Floor</i>				
421	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
422	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
423	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
424	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
425	Earth	949	2 BR / 2 BA	949 / 329,415
426	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
427	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
428	Earth	949	2 BR / 2 BA	949 / 329,415
<i>Third Floor</i>				
431	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
432	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
433	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
434	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
<b>BUILDING 2167</b> <i>First Floor</i>				
712	Air W/S	759	1 BR / 1 BA	759 / 329,415
713	Air W/S	759	1 BR / 1 BA	759 / 329,415
715	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
716	Air	661	1 BR / 1 BA	661 / 329,415
717	Air	661	1 BR / 1 BA	661 / 329,415
718	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
<i>Second Floor</i>				
721	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
722	Air W/S	759	1 BR / 1 BA	759 / 329,415
723	Air W/S	759	1 BR / 1 BA	759 / 329,415
724	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
725	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
726	Air	661	1 BR / 1 BA	661 / 329,415
727	Air	661	1 BR / 1 BA	661 / 329,415
728	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
<i>Third Floor</i>				
731	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
732	Air W/S	759	1 BR / 1 BA	759 / 329,415
733	Air W/S	759	1 BR / 1 BA	759 / 329,415
734	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
735	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
736	Air	661	1 BR / 1 BA	661 / 329,415
737	Air	661	1 BR / 1 BA	661 / 329,415
738	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415

UNIT NUMBER	UNIT TYPE	UNIT SQ. FT.	BED/BATH	UNDIVIDED INTEREST
<i>BUILDING 2131</i>				
<i>First Floor</i>				
1111	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
1114	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
1115	Earth	949	2 BR / 2 BA	949 / 329,415
1116	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1117	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1118	Earth	949	2 BR / 2 BA	949 / 329,415
<i>Second Floor</i>				
1121	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
1122	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
1123	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
1124	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
1125	Earth	949	2 BR / 2 BA	949 / 329,415
1126	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1127	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1128	Earth	949	2 BR / 2 BA	949 / 329,415
<i>BUILDING 2155</i>				
<i>First Floor</i>				
812	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
813	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
815	Water	829	1 BR / 1 BA	829 / 329,415
816	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
817	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
818	Water	829	1 BR / 1 BA	829 / 329,415
<i>Second Floor</i>				
821	Water W/S	949	1 BR / 1 BA	949 / 329,415
822	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
823	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
824	Water W/S	949	1 BR / 1 BA	949 / 329,415
825	Water	829	1 BR / 1 BA	829 / 329,415
826	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
827	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
828	Water	829	1 BR / 1 BA	829 / 329,415
<i>Third Floor</i>				
831	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
832	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
833	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
834	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
<i>BUILDING 2143</i>				
<i>First Floor</i>				
1011	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1014	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1015	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
1016	Water	829	1 BR / 1 BA	829 / 329,415
1017	Water	829	1 BR / 1 BA	829 / 329,415
1018	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
<i>Second Floor</i>				
1021	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1022	Water W/S	949	1 BR / 1 BA	949 / 329,415
1023	Water W/S	949	1 BR / 1 BA	949 / 329,415
1024	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1025	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
1026	Water	829	1 BR / 1 BA	829 / 329,415
1027	Water	829	1 BR / 1 BA	829 / 329,415
1028	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
<i>Third Floor</i>				
1031	Water W/S	949	1 BR / 1 BA	949 / 329,415

UNIT NUMBER	UNIT TYPE	UNIT SQ. FT.	BED/BATH	UNDIVIDED INTEREST
<i>Building 2143, Third Floor continued</i>				
1032	Water W/S	949	1 BR / 1 BA	949 / 329,415
1033	Water W/S	949	1 BR / 1 BA	949 / 329,415
1034	Water W/S	949	1 BR / 1 BA	949 / 329,415
<b>BUILDING 2149</b> <i>First Floor</i>				
911	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
912	Air W/S	759	1 BR / 1 BA	759 / 329,415
913	Air W/S	759	1 BR / 1 BA	759 / 329,415
914	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
915	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
916	Air	661	1 BR / 1 BA	661 / 329,415
917	Air	661	1 BR / 1 BA	661 / 329,415
918	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
<i>Second Floor</i>				
921	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
922	Air W/S	759	1 BR / 1 BA	759 / 329,415
923	Air W/S	759	1 BR / 1 BA	759 / 329,415
924	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
925	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
926	Air	661	1 BR / 1 BA	661 / 329,415
927	Air	661	1 BR / 1 BA	661 / 329,415
928	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
<i>Third Floor</i>				
931	Air W/S	759	1 BR / 1 BA	759 / 329,415
932	Air W/S	759	1 BR / 1 BA	759 / 329,415
933	Air	661	1 BR / 1 BA	661 / 329,415
934	Air	661	1 BR / 1 BA	661 / 329,415
<b>BUILDING 2125</b> <i>First Floor</i>				
1211	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
1214	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
1215	Earth	949	2 BR / 2 BA	949 / 329,415
1216	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1217	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1218	Earth	949	2 BR / 2 BA	949 / 329,415
<i>Second Floor</i>				
1221	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
1222	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
1223	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
1224	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
1225	Earth	949	2 BR / 2 BA	949 / 329,415
1226	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1227	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1228	Earth	949	2 BR / 2 BA	949 / 329,415
<b>BUILDING 2119</b> <i>First Floor</i>				
1311	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
1314	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
1315	Earth	949	2 BR / 2 BA	949 / 329,415
1316	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1317	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1318	Earth	949	2 BR / 2 BA	949 / 329,415
<i>Second Floor</i>				
1321	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
1322	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
1323	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415

UNIT NUMBER	UNIT TYPE	UNIT Sq. Ft.	BED/BATH	UNDIVIDED INTEREST
<i>Building 2119, Third Floor continued</i>				
1324	Earth W/S	1,069	2 BR / 2 BA	1,069 / 329,415
1325	Earth	949	2 BR / 2 BA	949 / 329,415
1326	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1327	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1328	Earth	949	2 BR / 2 BA	949 / 329,415
<b>BUILDING 2215</b> <i>First Floor</i>				
1612	Air W/S	759	1 BR / 1 BA	759 / 329,415
1613	Air W/S	759	1 BR / 1 BA	759 / 329,415
1615	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
1616	Air	661	1 BR / 1 BA	661 / 329,415
1617	Air	661	1 BR / 1 BA	661 / 329,415
1618	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
<i>Second Floor</i>				
1621	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
1622	Air W/S	759	1 BR / 1 BA	759 / 329,415
1623	Air W/S	759	1 BR / 1 BA	759 / 329,415
1624	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
1625	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1626	Air	661	1 BR / 1 BA	661 / 329,415
1627	Air	661	1 BR / 1 BA	661 / 329,415
1628	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
<i>Third Floor</i>				
1631	Air W/S	759	1 BR / 1 BA	759 / 329,415
1632	Air W/S	759	1 BR / 1 BA	759 / 329,415
1633	Air	661	1 BR / 1 BA	661 / 329,415
1634	Air	661	1 BR / 1 BA	661 / 329,415
<b>BUILDING 2109</b> <i>First Floor</i>				
1411	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1414	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1415	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
1416	Water	829	1 BR / 1 BA	829 / 329,415
1417	Water	829	1 BR / 1 BA	829 / 329,415
1418	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
<i>Second Floor</i>				
1421	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1422	Water W/S	949	1 BR / 1 BA	949 / 329,415
1423	Water W/S	949	1 BR / 1 BA	949 / 329,415
1424	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1425	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
1426	Water	829	1 BR / 1 BA	829 / 329,415
1427	Water	829	1 BR / 1 BA	829 / 329,415
1428	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
<i>Third Floor</i>				
1431	Water W/S	949	1 BR / 1 BA	949 / 329,415
1432	Water W/S	949	1 BR / 1 BA	949 / 329,415
1433	Water W/S	949	1 BR / 1 BA	949 / 329,415
1434	Water W/S	949	1 BR / 1 BA	949 / 329,415
<b>BUILDING 2161</b> <i>First Floor</i>				
1712	Air W/S	759	1 BR / 1 BA	759 / 329,415
1713	Air W/S	759	1 BR / 1 BA	759 / 329,415
1715	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1716	Air	661	1 BR / 1 BA	661 / 329,415
1717	Air	661	1 BR / 1 BA	661 / 329,415

UNIT NUMBER	UNIT TYPE	UNIT Sq. Ft.	BED/BATH	UNDIVIDED INTEREST
<i>Building 2162, First Floor continued</i>				
1718	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
<i>Second Floor</i>				
1721	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
1722	Air W/S	759	1 BR / 1 BA	759 / 329,415
1723	Air W/S	759	1 BR / 1 BA	759 / 329,415
1724	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
1725	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
1726	Air	661	1 BR / 1 BA	661 / 329,415
1727	Air	661	1 BR / 1 BA	661 / 329,415
1728	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
<i>Third Floor</i>				
1731	Air W/S	759	1 BR / 1 BA	759 / 329,415
1732	Air W/S	759	1 BR / 1 BA	759 / 329,415
1733	Air	661	1 BR / 1 BA	661 / 329,415
1734	Air	661	1 BR / 1 BA	661 / 329,415
<i>BUILDING 2101 First Floor</i>				
1511	Water W/S	949	1 BR / 1 BA	949 / 329,415
1514	Water W/S	949	1 BR / 1 BA	949 / 329,415
1515	Water	829	1 BR / 1 BA	829 / 329,415
1516	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1517	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1518	Water	829	1 BR / 1 BA	829 / 329,415
<i>Second Floor</i>				
1521	Water W/S	949	1 BR / 1 BA	949 / 329,415
1522	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
1523	Metal W/S	1,209	2 BR / 2 BA	1,209 / 329,415
1524	Water W/S	949	1 BR / 1 BA	949 / 329,415
1525	Water	829	1 BR / 1 BA	829 / 329,415
1526	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1527	Metal	1,089	2 BR / 2 BA	1,089 / 329,415
1528	Water	829	1 BR / 1 BA	829 / 329,415
<i>BUILDING 2137 First Floor</i>				
1811	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1814	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1815	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
1816	Water	829	1 BR / 1 BA	829 / 329,415
1817	Water	829	1 BR / 1 BA	829 / 329,415
1818	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
<i>Second Floor</i>				
1821	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1822	Water W/S	949	1 BR / 1 BA	949 / 329,415
1823	Water W/S	949	1 BR / 1 BA	949 / 329,415
1824	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1825	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
1826	Water	829	1 BR / 1 BA	829 / 329,415
1827	Water	829	1 BR / 1 BA	829 / 329,415
1828	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
<i>Third Floor</i>				
1831	Water W/S	949	1 BR / 1 BA	949 / 329,415
1832	Water W/S	949	1 BR / 1 BA	949 / 329,415
1833	Water	829	1 BR / 1 BA	829 / 329,415
1834	Water	829	1 BR / 1 BA	829 / 329,415

UNIT NUMBER	UNIT TYPE	UNIT SQ. FT.	BED/BATH	UNDIVIDED INTEREST
<b>BUILDING 2113</b> <i>First Floor</i>				
1911	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1914	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1915	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
1916	Water	829	1 BR / 1 BA	829 / 329,415
1917	Water	829	1 BR / 1 BA	829 / 329,415
1918	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
<i>Second Floor</i>				
1921	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1922	Water W/S	949	1 BR / 1 BA	949 / 329,415
1923	Water W/S	949	1 BR / 1 BA	949 / 329,415
1924	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1925	Fire W/S	1,400	3 BR / 2 BA	1,400 / 329,415
1926	Water	829	1 BR / 1 BA	829 / 329,415
1927	Water	829	1 BR / 1 BA	829 / 329,415
1928	Fire	1,280	3 BR / 2 BA	1,280 / 329,415
<i>Third Floor</i>				
1931	Water W/S	949	1 BR / 1 BA	949 / 329,415
1932	Water W/S	949	1 BR / 1 BA	949 / 329,415
1933	Water	829	1 BR / 1 BA	829 / 329,415
1934	Water	829	1 BR / 1 BA	829 / 329,415
<b>COMMERCIAL UNITS</b>				
CU-1	Office	122	N/A	122 / 329,415
CU-2	Office	41	N/A	41 / 329,415
CU-3	Office	140	N/A	140 / 329,415
CU-4	Office	146	N/A	146 / 329,415
TOTAL		329,415		329,415 / 329,41

*All Square footages shown are approximate.*

UNIT BREAKDOWN					
UNIT TYPE	UNIT AREA	NO. OF UNITS	TOTAL UNIT AREA	FRACTIONAL SHARE EACH	TOTAL FRACTIONAL SHARE
<i>Air</i>	661	36	23,796	661 / 329,415	23,796 / 329,415
<i>Air W/Solarium</i>	759	36	27,324	759 / 329,415	27,324 / 329,415
<i>Water</i>	829	36	29,844	829 / 329,415	29,844 / 329,415
<i>Water W/Solarium</i>	949	36	34,164	949 / 329,415	34,164 / 329,415
<i>Earth</i>	949	20	18,980	949 / 329,415	18,980 / 329,415
<i>Earth W/Solarium</i>	1,069	20	21,380	1,069 / 329,415	21,380 / 329,415
<i>Metal</i>	1,089	51	55,539	1,089 / 329,415	55,539 / 329,415
<i>Metal W/Solarium</i>	1,209	51	61,659	1,209 / 329,415	61,659 / 329,415
<i>Fire</i>	1,280	21	26,880	1,280 / 329,415	26,880 / 329,415
<i>Fire W/Solarium</i>	1,400	21	29,400	1,400 / 329,415	29,400 / 329,415
CU-1	122	1	122	122 / 329,415	122 / 329,415
CU-2	41	1	41	41 / 329,415	41 / 329,415
CU-3	140	1	140	140 / 329,415	140 / 329,415
CU-4	146	1	146	146 / 329,415	146 / 329,415
TOTAL		332	329,415		329,415 / 329,415

*All Square footages shown are approximate.*