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 ORANGE COUNTY, FL
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DECLARATION
 OF

THE MADISON AT METROWEST, A CONDOMINIUM

BEACH HILL DEVELOPMENT ORLANDO, L.L.C. a Florida limited liability company
 hereby declares:

1. Introduction and Submission.

1.1 The Land. The Developer owns the fee title to certain land located in Orange County, Florida, as more particularly described in **Exhibit "1"** annexed hereto (the "Land").

1.2 Submission Statement. The Developer hereby submits the Land and all Improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Land but excluding all public or private (e.g. cable television) utility installations therein or 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 and as it may be hereafter renumbered. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Florida Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.

1.3 Name. The name by which this condominium is to be identified is **THE MADISON AT METROWEST, A CONDOMINIUM** (hereinafter called the "Condominium").

2. Definitions. The following terms when used in this Declaration and in its Exhibits, and as it and they may hereafter be amended, shall have the respective meanings ascribed to them in this Section, except where the context clearly indicates a different meaning:

2.1 "Act" means the Condominium Act (Chapter 718 of the Florida Statutes) as it exists on the date hereof.

2.2 "Articles" or "Articles of Incorporation" mean the Articles of Incorporation of the Association, as amended from time to time.

2.3 "Assessment" means a share of the funds which are required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.4 "Association" or "Condominium Association" means **The Madison at Metrowest Condominium Association, Inc.**, a not-for-profit Florida corporation, the entity responsible for the operation and maintenance of the Condominium.

2.5 "Association Property" means the property, real and personal, of 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 "Board" or "Board of Directors" means the representative body which is responsible for administration of the Association.

- 2.7 “Building” means the structure, or structures, situated on the Condominium Property in which the Units are located, regardless of the number thereof.
- 2.8 “By-Laws” mean the By-Laws of the Association, as they exist from time to time.
- 2.9 “Common Elements” means and includes: The portions of the Condominium Property which are not included in the Units, including, without limitation, the following items:
- (a) Easements through Units for conduits, pipes, ducts, vents, plumbing, wiring and other facilities, equipment and/or fixtures for the furnishing of Utility Services and/or heating, cooling, ventilation, or other services to more than one (1) Unit or to the Common Elements, together with related property and installations.
 - (b) An easement of support in every portion of a Unit which contributes to the support of the Building, other Units and/or any part of the Common Elements.
 - (c) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements.
 - (d) All chases and columns located within a Unit.
 - (e) Any other parts of the Condominium Property designated as Common Elements in this Declaration or the Act.
- 2.10 “Common Expenses” means: (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, protection, repair or replacement of Common Elements and Association Property; (3) expenses declared Common Expenses by the provisions of this Declaration or by the By-Laws; (4) any valid charge against the Condominium as a whole; (5) expenses for the maintenance, repair or replacement of those portions of Units, if any, to be maintained by the Association, except to the extent that provisions of this Declaration provide that such costs are to be paid solely by the Unit Owner; (6) the costs of carrying out the powers and duties of the Association; (7) payments for leased systems; (8) any expenses due and payable as prescribed by a Master Declaration or any Master Association; and (9) all expenses properly incurred by the Association in the performance of its duties, including expenses specified in Florida Statute, Section 718.115. Common expenses also include all reserves required by the Act or otherwise established by the Association, regardless of when the reserve funds are expended, reasonable transportation services, insurance for directors and officers, road maintenance and operation expenses, in-house communications, security services, and pest control services to the Units and Common Elements, which are reasonably related to the general benefit of the Unit Owners even if such expenses do not attach to the Common Elements or property of the Condominium, and the cost of a master antenna television system or duly franchised cable television service obtained pursuant to a bulk contract, but shall not include any other separate obligations of individual Unit Owners.
- 2.11 “Common Surplus” means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association which exceeds Common Expenses.
- 2.12 “Condominium Parcel” means a Unit together with the undivided share in the Common Elements which is appurtenant to said Unit; and when the context permits, the term includes all other appurtenances to the Unit.
- 2.13 “Condominium Property” means the land, improvements and other personal property described in Subsection 1.2 hereof, subject to the limitations thereof and exclusions therefrom, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

- 2.14 “County” means the County of Orange, State of Florida.
- 2.15 “Declaration” or “Declaration of Condominium” means this instrument including any and all Exhibits thereto, as it may be amended from time to time.
- 2.16 “Developer” or “Declarant” means BEACH HILL DEVELOPMENT ORLANDO, LLC, a Florida limited liability company, its successors and such of its assigns as to which the rights of Developer hereunder are specifically assigned. Developer may assign all or a portion of its rights hereunder, or all or a portion of such rights in connection with specific portions of the Condominium. In the event of any partial assignment, the assignee shall not be deemed the Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis. The transfer of control of the Association does not cause a termination of the rights of the Developer. Further, a lender may succeed to the rights of Developer without assuming the obligations of Developer.
- 2.17 “Improvements” means all structures and artificial changes to the natural environment (exclusive of landscaping) located on the Condominium Property, including, but not limited to, the Building.
- 2.18 “Institutional First Mortgagee” means a bank, savings and loan association, insurance company, real estate or mortgage investment trust, pension fund, an agency of the United States Government, mortgage banker, the Federal National Mortgage Association (“FNMA”), the Federal Home Loan Mortgage Corporation (“FHLMC”) or any other lender generally recognized as an institutional lender, or the Developer, holding a first mortgage on a Unit or Units. A “Majority of Institutional First Mortgagees” shall mean and refer to Institutional First Mortgagees of Units by which greater than one-half (1/2) of the voting interests of Units subject to mortgages held by Institutional First Mortgagees are encumbered.
- 2.19 “Land” means the real property upon which the Improvements have been constructed, more particularly described in **Exhibit “1”** attached hereto.
- 2.20 “Life Safety Systems” means those emergency lighting, audio and visual signals, security systems and sprinkler and smoke detection systems which have been installed in the Building, both within and without the Units, pursuant to the requirements of the applicable governmental authority having jurisdiction over same. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, shall be Common Elements.
- 2.21 “Limited Common Elements” means those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as 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.
- 2.22 “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.
- 2.23 “Master Association” means the METROWEST MASTER ASSOCIATION, INC., a corporation not for profit, and its successors or assigns. The Master Association is more fully described in paragraph 26 below.
- 2.24 “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.
- 2.25 Master Declaration means Master Declaration of Protective Covenants and Restrictions for MetroWest, recorded in O.R. Book 3759, Page 2756, 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 26 below.
- 2.26 “Member” means an Owner who, or which, is a member of the Association.

- 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 “Residential Unit” means and refers to a Unit which is to be used exclusively for residential purposes. All Units shall be deemed Residential Units.
- 2.29 “Unit” means a part of the Condominium Property which is subject to exclusive ownership, and except where specifically excluded, or the context otherwise requires, shall be deemed to include the Residential Units.
- 2.30 “Unit Owner” or “Owner of a Unit” or “Owner” means the owner of a Condominium Parcel.
- 2.31 “Utility Services” as used in the Condominium Act and construed with reference to this Condominium and as used in the Declaration, By-laws and Articles of Incorporation shall include, but not be limited to, electric power, gas, water, heating, air-conditioning, cable television, sprinkler, irrigation, drainage, sewage and garbage disposal.

3. Description of Condominium.

- 3.1 Identification of Units. The Land shall have constructed thereon Sixteen (16) Buildings containing a total of Three Hundred Sixty Four (364) Residential Units. Each such Unit is identified by a separate numerical or alphanumeric designation. The designation of each of such Units is set forth on **Exhibit “2”** attached hereto. **Exhibit “2”** consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof. Said **Exhibit “2”**, 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 provided in this Declaration; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.
- 3.2 Unit Boundaries. Each Unit shall include that part of the Building containing the Unit that lies within the following boundaries:
- (a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with perimetrical boundaries:
- (i) Upper Boundaries. The horizontal plane of the unfinished lower surface of the ceiling (which will be deemed to be the ceiling of the upper story if the Unit is a multi-story Unit, provided that in multi-story Units where the lower boundary extends beyond the upper boundary, the upper boundary shall include that portion of the ceiling of the lower floor for which there is no corresponding ceiling on the upper floor directly above such bottom floor ceiling).
- (ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the floor of the Unit (which will be deemed to be the floor of the first story if the Unit is a multi-story Unit, provided that in multi-story Units where the upper boundary extends beyond the lower boundary, the lower boundary shall include that portion

of the floor of the upper floor for which there is no corresponding floor on the bottom floor directly below the floor of such top floor).

- (iii) Interior Divisions. Except as provided in Subsections (i) and (ii) above, no part of the floor of the top floor, ceiling of the bottom floor, stairwell adjoining the multi-floors, in all cases of a multi-story Unit, if any, or nonstructural interior walls shall be considered a boundary of the Unit.
- (b) Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the unfinished interior surfaces of the walls bounding the Unit extended to their planar intersections with each other and with upper and lower boundaries.
- (c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows, doors, bay windows, and skylights, such boundaries shall be extended to include windows, doors and other fixtures located in such apertures, including all frameworks, window casings and weather stripping thereof, together with exterior surfaces made of glass or other transparent materials; provided, however, that the exteriors of doors facing interior Common Element hallways shall not be included in the boundaries of the Unit and shall therefore be Common Elements.
- (d) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth as **Exhibit "2"** hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3.2 (c) above shall control unless specifically depicted and labeled otherwise on such survey.

3.3 Limited Common Elements. Each Unit may have, to the extent applicable and subject to the provisions of this Declaration, as Limited Common Elements appurtenant thereto:

- (a) Patios, Balconies, or Roof Decks. Except as set forth on **Exhibit "2"** to the contrary, any patio, balcony, or roof deck, if any (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be Limited Common Elements of such Unit. The Association shall be responsible for the maintenance of the structural and mechanical element of any such Limited Common Element, with the Owner of the Unit to which they are appurtenant responsible for the general cleaning, plant care and the upkeep of the appearance of the area(s). Without limiting the generality of the foregoing, the Developer hereby reserves the right to assign, with or without consideration, the exclusive right to use any portion of the roof surface located within the Common elements of the Condominium to one or more Units, whereupon the area so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned.

A Unit Owner using a patio, balcony or roof deck or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them from liability or damage to the Condominium and/or Association Property and expenses arising therefrom.

- (b) Parking Spaces/ Garage Spaces. Each surface parking space ("Surface Space") and garage space ("Garage Space") (collectively the "Spaces") shown on **Exhibit "2"** hereto shall be a Limited Common Element only upon it being assigned as such to a particular Unit in the manner described herein. Any Surface Space or Garage Space that is not

assigned to a particular Unit shall remain a Common Element. Parking within the Condominium will be on a first come, first serve unassigned basis; provided however, that until such time as Developer is no longer offering Units for sale in the ordinary course of business (and thereafter the Association), the Developer hereby reserves the right to assign, with or without consideration, the exclusive right to use any Surface Space or Garage Space located within the Common Elements of the Condominium to one or more Units, whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Developer, until it is no longer offering Units for sale in the ordinary course of business (and thereafter the Association) also reserves the right to designate certain Spaces as visitor spaces. Only Units shall be assigned Surface Spaces or Garage Spaces. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the By-Laws). A Unit Owner may assign the Limited Common Element Surface Space or Garage Space appurtenant to its Unit to another Unit by written instrument delivered to (and to be held by) the Association.

After Developer is no longer offering Units for sale in the ordinary course of business, any remaining Spaces may be assigned to, leased or reserved for the use of the Units as determined by the Association. If the Developer elects to assign or lease Spaces, such Space may be relocated at any time, and from time to time, by the Developer or the Board of Directors to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility, including without limitation the Fair Housing Act and the Americans with Disabilities Act.

The maintenance of any Surface Space so assigned shall be the responsibility of the Association and charged to the Owners as a Common Expense. The Association shall be responsible for the maintenance of the structural elements of the Garage Spaces, with the Owner of the Unit to which they are appurtenant responsible for the mechanical elements, specifically including maintenance and replacement of garage doors, general upkeep, cleaning and the upkeep of the appearance of the area(s).

All unassigned Surface Spaces shall be available for the general use of all Unit Owners and their guest and invitees on a first come first serve basis. All Units that have an assigned Space appurtenant thereto, shall use such Space as its primary space. All unassigned Garage Spaces shall remain in control of the Developer and then the Association, unless assigned to a Unit Owner.

- (c) Miscellaneous Areas, Equipment. Any fixtures or equipment (e.g., closet or ground slab) upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s). The maintenance of any such equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which it is assigned.
- (d) Air Conditioner Condenser Unit. Each Unit Owner shall be responsible for the maintenance and care of the air conditioning condenser/compressor, contained within the limited common elements or in the Unit, which services such Unit.
- (g) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one Unit or more than one Unit (i.e., any hallway and/or elevator landing serving a single Unit or more than one (1) Unit owned by the same owner) shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by said Owner. In the event of any doubt or dispute as to whether any portion of the

Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made. This provision is not intended to supercede the provisions and requirements of Section 718.110(4) of the Florida Statutes, with respect to any Amendment to the Declaration, which may be required. To the extent of any area deemed a Limited Common Element hereunder; the Owner of the Unit(s) to which the Limited Common Element is appurtenant shall have the right to alter same as if the Limited Common Element were part of the Owner's Unit, rather than as required for alteration of Common Elements. Notwithstanding the foregoing, the designation of same as a Limited Common Element hereunder shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or other Common Elements which are most conveniently serviced (in the sole discretion of the Board) by accessing such areas (and an easement is hereby reserved for such purposes).

3.4 Easement. The following easements are hereby created (in addition to any easements created under the Act and any easements affecting the Condominium Property and recorded in the Public Records of the County):

- (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. Easements are reserved under, through and over the Condominium Property as may be required from time to time for utility, cable and/or satellite television, communications and monitoring systems, and other services and drainage in order to serve the Condominium and/or members of the Association. A Unit Owner shall do nothing within or outside its Unit that interferes with or impairs, or may interfere with or impair, the provision of such utility, cable and/or satellite television, communications and security systems, or other service or drainage facilities or the use of these easements. The Association shall have a right of access to each Unit and any other Condominium Property to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility, cable television, communications and similar systems, hot water heaters, service and drainage facilities, and Common Elements contained in the Unit, or elsewhere in the Condominium Property, and to remove any Improvements interfering with or impairing such facilities or easements herein reserved; provided such right of access, except in the event of an emergency, shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and except in the event of an emergency, entry shall be made on not less than one (1) day notice (which notice shall not however, be required if the Unit Owner is absent when the giving of notice is attempted).
- (c) Encroachments. If: (a) any portion of the Common Elements or Limited 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; or (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) original 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 Condominium Association or Developer, as appropriate; or (v) 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 appurtenant 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 same for so long as the encroachment shall exist.

- (d) Ingress and Egress. A non-exclusive easement in favor of each Unit Owner and resident, their guests and invitees, and for each member of the Association shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks, and other portions of the Common Elements and Association Property as from time to time may be intended and designated for such purpose and use by the Board; and for vehicular and pedestrian traffic over, through and across, and parking on, such portions of the Common Elements and Association Property as from time to time may be paved and intended for such purposes. None of the easements specified in this subparagraph (d) shall be encumbered by any leasehold or lien other than those on 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. 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 or warranty purpose or where the Developer, in its sole discretion, determines that it is required or desires to do so.
- (f) Sale Activity. For as long as the Developer offers Units for sale, the Developer, its designee, successors and assigns, shall have the right to use any such Units and parts of the Common Element or Association Property for guest accommodations, model apartments and sales and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units, and to erect on the Condominium Property and Association Property signs and other promotional material to advertise Units for sale or lease.
- (g) Support of Adjacent Structures. In the event that any structure(s) is constructed so as to be connected in any manner to the Building, then there shall be (and there is hereby declared) an easement of support for such structure(s) as well as for the installation, maintenance, repair and replacement of all utility lines and equipment serving the adjacent structure which are necessarily or conveniently located within the Condominium Property or Association Property (providing that the use of this easement shall not unreasonably interfere with the structure, operation or use of the Condominium Property, the Association Property or the Building).
- (h) 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.
- (i) Additional Easements. The Association, through its Board, on the Association's behalf and on behalf of all Units Owners (each of whom hereby appoints the Association as its attorney-in-fact for this purpose), shall have the right to grant such additional general ("blanket") and specific electric, gas or other utility, cable television, security systems,

communications or service easements (and appropriate bills of sale for equipment, conduit, pipes, lines and similar installations pertaining thereto), or modify or relocate any such existing easements or drainage facilities, in any portion of the Condominium and/or Association Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium and/or Association Property, as the Board shall deem necessary or desirable for the proper operation and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners and/or members of the Association, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes.

3.5 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 such common areas as well as 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 such common areas 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 of said 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.

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 therefrom and shall pass with the title to the Unit, whether or not separately described. The appurtenant share in the Common Elements and Common Surplus, and the exclusive right to use all Limited Common Elements appurtenant to a Unit, except as elsewhere herein provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

5.1 Fractional Ownership and Shares. The undivided fractional interest in the Common Elements and Common Surplus, and the fractional share of the Common Expenses, appurtenant to each Unit, is as set forth on **Exhibit "3"** attached hereto.

5.2 Voting. An Owner or Owners of a single Residential Unit shall collectively be entitled to one (1) vote, which vote shall be cast by the Voting Member. If a Unit is owned by one person, his right to vote shall be established by the record title to his Unit. If a Unit is owned by more than one person, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit filed with the Secretary of the Association. If a Unit is owned by a

corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or the Vice-President and attested by the Secretary or the Assistant Secretary of the said corporation, and filed with the Secretary of the Association. If a Unit is owned by a partnership, it shall designate a general partner or other partner entitled to cast the Unit's vote by executing a certificate to be filed with the Secretary of the Association, signed by a General Partner. The person designated in any such certificate shall be known as the Voting Member. If, for a Unit owned by more than one person or by a corporation, such certificate is not on file with the Secretary of the Association, the vote of the Unit shall not be counted in determining the presence of a quorum, or for any purpose requiring the approval of the person entitled to cast the vote for the Unit, except if said Unit is owned jointly by a husband and wife. Such certificate shall be valid until revoked or superseded by a subsequent certificate, or until a change occurs in the ownership of the Unit. If a Unit is owned jointly by a husband and wife, the following provisions are applicable: (a) They may, but they shall not be required to, designate a Voting Member; (b) If they do not designate a Voting Member, and if both are present at a meeting and are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting; (c) Where they do not designate a Voting Member, and only one is present at a meeting, the person present may cast the Unit's vote.

A person or entity owning more than one Residential Condominium Unit may be designated as a voting member for each such Residential Condominium Unit which it or he owns. The Developer shall be deemed an Owner and voting member of and for each Unit owned by the Developer. Failure by all Owners of a Residential Condominium Unit to file the aforementioned written statement with the Secretary prior to or at a members' meeting will result in depriving such Owners of a Residential Condominium Unit of a vote at such meeting.

6. Amendments. Except as elsewhere provided herein, amendments may be effected as follows:

6.1 By the Association. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board of Directors of the Association or by not less than one-third (1/3) of the Unit Owners. Except as elsewhere provided, approvals must be by an affirmative vote representing in excess of 67% of the voting interest of all Unit Owners. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided that such approval is delivered to the secretary at or prior to the meeting, and provided said writing complies with all the requirements of Section 718 of the Florida Statutes regarding proxies.

6.2 Material Amendments. Unless otherwise provided specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by in excess of 67% of the voting interests of Unit Owners. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment.

6.3 Mortgagee's Consent. 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 mortgagees of Units without the

consent of said mortgagees in each instance; nor shall an amendment make any change in the Sections hereof entitled "Insurance", "Reconstruction or Repair after Casualty", or "Condemnation" unless the Primary Institutional First Mortgagee shall join in the amendment. Except as specifically provided herein or if required by FNMA or FHLMC, the consent and/or joinder of any lien or mortgage holder on a Unit shall not be required for the adoption of an amendment to this Declaration and, whenever the consent or joinder of a lien or mortgage holder is required, such consent or joinder shall not be unreasonably withheld.

- 6.4 Water Management. No amendment may be adopted which would affect the surface water management system, including environmental conservation areas, without the consent of the appropriate governmental entity. Such entity shall determine whether an amendment necessitates a modification of the current surface water management permit.
- 6.5 By the Developer. Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except an amendment: (i) to permit time-share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); or (ii) to effect a Material Amendment which must be approved, if at all, in the manner set forth in Section 6.2 above. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the consent of the Developer in each instance.
- 6.6 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 or a majority of the members of the Board of Directors, which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate and the Amendment is properly recorded in the public records of the County. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicator of words added or deleted, but, instead, a notation must be inserted immediately preceding the proposed amendment in substantially the following language: "Substantial rewording of Declaration. See provision . . . for present text." Nonmaterial errors or omissions in the amendment process shall not invalidate an otherwise properly adopted amendment.

7. Maintenance and Repairs.

- 7.1 Units and Limited Common Elements. The Association is responsible for the protection, maintenance, repair and replacement of all Common Elements and Association Property (other than as specifically set forth in this Declaration and other than certain of the Limited Common Elements that are required elsewhere herein to be maintained by the Unit Owner) and the cost and expense of all of such protection, maintenance, repair and replacement shall be a Common Expense. All maintenance, repairs and replacements of, in or to any Unit and Limited Common Elements appurtenant thereto, whether structural or nonstructural, ordinary or extraordinary, including, without limitation, maintenance, repair and replacement of screens, windows, Unit stair cases, the interior side of the entrance door and all other doors within or affording access to a Unit, and the electrical (including wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment serving solely the applicable Unit, fixtures and outlets, appliances,

carpets and other floor coverings, all interior surfaces and the entire interior of the Unit lying within the boundaries of the Unit or the Limited Common Elements or other property belonging to the Unit Owner, shall be performed by the Owner of such Unit at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein.

- 7.2 Residential Limited Common Elements. All costs and expense for maintenance, repair or replacement of the Residential Limited Common Elements shall be assessed against and paid for by the Residential Unit Owners in accordance with the Association Budget.
- 7.3 Common Elements. Except to the extent expressly provided to the contrary herein (i.e., as to certain of the Limited Common Elements) all maintenance, repairs and replacements in or to the Common Elements, including but not limited to the Life Safety Systems shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or 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. For purposes hereof, Common Elements shall include all portions of the Condominium (except interior wall surfaces) contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building, chasing and load bearing columns; all of such portions of the Units contributing to the support of the Building; all conduits, chases, chase areas, ducts, plumbing, air-conditioning, wiring and other facilities for the furnishing of Utility Services which are contained in the portions of the Unit contributing to the support of the Building or within interior boundary walls, all elevators, elevator cab doors, and exterior elevator doors servicing more than one Unit, and all such facilities contained within a Unit which service part or parts of the Condominium other than the Unit within which contained; and all property owned by the Association. With respect to all incidental damage caused to a Unit by the above work; all painting of exterior parapet walls, ceilings and planters within exterior balconies, terraces and patios; all painting of exterior access stairs and ramps; and the maintenance and repair or replacement of all windows that are not accessible from terraces, the work shall be performed by the Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners as to Limited Common Elements, in which case such cost and expense shall be paid solely by such Unit Owners.
- 7.4 Specific Unit Owner Responsibility. The obligation to maintain and repair any equipment, fixtures or other items of property which service a particular Unit or Units and are Limited Common Elements thereof, (except the portions to be maintained, repaired or replaced by the Association pursuant to the provisions hereof), shall be the responsibility of the applicable Unit Owners, individually, and not the Association, without regard to whether such items are included within the boundaries of the Units, provided said equipment, fixtures or other items are Limited Common Elements. Where a Limited Common Element consists of a terrace, (more particularly without limitation balcony, court, patio, lanai area), the Unit Owner who has the right to the exclusive use of said terraces, balcony, court, patio or lanai shall be responsible for the maintenance, care and preservation of the paint and surface of the interior parapet walls, including the paint and surface of the floor and ceiling within said area, if any, and any floor or wall coverings, if any, and the fixed and/or sliding glass door(s) or other portions of the entrance way(s) of said area, the stairs and/or stairwells attached to the balcony or court areas descending to ground level, if any, and the wiring, electrical outlet(s) and fixture(s) thereon, if any, and the replacement of light bulbs, if any; provided, however, the Association shall maintain and repair all exterior roofs, if any, of said balcony, court, patio, lanai or deck, and below the unfinished surface of the structural floor, the railings affixed to the balconies and the top wall of the balconies, which costs and expenses for said maintenance and repair of the railings and top wall of the balconies, and exterior elevator doors shall be a Common Expense to all Unit Owners. The Association shall have the right to collect and enforce such costs and charges as elsewhere provided in accordance with this Declaration and applicable law. Notwithstanding

anything contained herein to the contrary, the Association shall not be liable or responsible for any loss or damage occasioned to any floor, ceiling, or wall covering of said areas which may be damaged as a result of the Association's obligation of maintenance, repair or replacement under this Article 7, and the Unit Owner shall bear the cost of any such loss or damage.

The air-conditioning and heating systems servicing a Unit are Limited Common Elements and each Unit Owner shall maintain, repair and replace, at his own expense, any portions of such systems within the Unit, including, but not limited to, filters, compressors, condensers, motors, fans and related parts.

Each Unit Owner shall have the obligation to maintain, repair, and replace at the Unit Owner's expense all fans, stoves, hot water heaters, refrigerators, appliances, equipment, and fixtures within that Unit Owner's Unit and each Unit Owner shall also have the obligation to maintain, repair, and replace, at the Unit Owner's expense, all connections and facilities within the Unit which provide, or are required to provide, Utility Services to the Unit.

Unit Owners shall not decorate or change the appearance or color of any portion of the exterior of the Building including, without limitation, balconies metal balcony dividers, patios, lanais, or terraces or any exposed concrete, exposed block portion of the Unit, and a Unit Owner shall secure the prior written approval of the Association with respect to the color, type of material, setting material and other product and installation specifications, for the installation or replacement of any flooring on any balconies, patios, lanais or terraces, prior to the installation of any of the same.

Unit Owners shall promptly report to the Association any defects in, or the need for repairs to, any Common Elements or Limited Common Elements that the Association is required to maintain, repair or replace hereunder.

No Unit Owner other than the Developer shall make any alterations in the portions of the Building which are to be maintained by the Association, or remove any portion thereof, or make any additions thereto, or do any work which would jeopardize the safety or soundness of the Building or impair any easement.

A Unit Owner may not screen or enclose any balcony, terrace, lanais or patio within the Building except with the prior written approval of the Association. In addition, a Unit Owner may not install exterior lighting on the walls or ceilings of any such balcony, terrace, lanais or patio.

Any expense for the maintenance (excluding painting, as provided above), repair or replacement (including but not limited to lawn care maintenance, landscaping, care of trees, shrubs or plants, if applicable) relating to Limited Common Element balconies, patios, lanais, terraces, or planters shall be paid for by the owner of the Unit to which the balcony, patio, lanais, terrace, or planter is appurtenant, and shall not be treated as a Common Expense of the Association.

Access stairs and ramps, if any, depicted on **Exhibit "2"** attached hereto, are Limited Common Elements usable only by appurtenant Unit Owners and any expense for the maintenance (excluding painting), repair or replacement thereof performed by or through the Association shall be a Common Expense of the Association.

All Parking Spaces, unless and until the exclusive right to use the same is assigned to a Unit Owner, shall be Common Elements and, upon such assignment to a Unit Owner, the parking space shall become a Limited Common Element. Notwithstanding that such assigned Parking Spaces are Limited Common Elements, the Association shall perform all maintenance, repair or replacement of such assigned Parking Spaces and all costs and expenses for such maintenance, repair or replacement shall be a Common Expense of the Association.

All Garage Spaces, as depicted on **Exhibit "2"** attached hereto for which the exclusive use thereof has been assigned to a Unit Owner shall be Limited Common Elements appurtenant to the Units to which they are assigned. The Association shall be responsible for the maintenance of the structural elements of the garage spaces, with the Owner of the Unit to which they are appurtenant responsible for the mechanical elements, specifically including maintenance and replacement of garage doors, general upkeep, cleaning and the upkeep of the appearance of the area(s).

8. Additions, Improvements or Alterations by the Association: Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require substantial additions, or material alterations (as distinguished from repairs and replacements) costing in excess of three percent (3%) of the then applicable budget of the Association in the aggregate in any calendar year, the Association may proceed with such substantial additions, or material alterations only if the making of such additions, alterations shall have been approved by a majority of the voting interests represented at a meeting at which a quorum is attained. Any such substantial additions, or material alterations or any part of either, costing in the aggregate three percent (3%) of the then applicable budget of the Association or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such substantial additions, or material alterations to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "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 required to be made beyond that year.
9. Additions, Improvements or Alterations by Unit Owner.
 - 9.1 Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, its Unit or any Limited Common Element without the prior written consent of the Board of Directors. The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, retaining approval rights of the contractor to perform the work. The proposed additions, alterations and Improvements by the Unit Owner shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked. A Unit Owner making or causing to be made any such additions, alterations or Improvements agrees, and shall be deemed to have agreed, for such Owner, and its heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association 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. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or nonfeasance arising out of or in connection with the approval or disapproval of any plans hereunder, by the submission of same, and any Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety,

soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court cost at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

- 9.2 Weight and Sound Restrictions. Other than as to bathrooms and balconies which are not physically located over and/or above the living areas of another Unit, hard and/or heavy surface floor coverings, such as tile, wood, marble, stone, and the like, will not be permitted in the Unit or Limited Common Elements unless installation of such materials is in accordance with the Rules of the Association and prior notice is given to the Association. All other areas of the Unit are to receive sound absorbent, less dense floor coverings, such as carpeting. A request for use of a hard and/or heavy surface floor covering in any location in the Unit, other than bathrooms and balconies, must be submitted to the Board of Directors of the Association and also meet applicable structural and sound abatement requirements. Also, the installation of any improvement or heavy object must be submitted to in advance and approved in writing by the Board of Directors of the Association, and be compatible with the structural design of the Building.

Prior to the installation of hard surfaced flooring, the Unit Owner must provide the Association with technical data for the complying weight and thickness of the sound control underlayment product that meets or exceeds the Association's standards and minimum requirement for sound control underlayment as adopted by the Board of Directors of the Association, from time to time. The Board reserves the right to revise or modify the standards and minimum requirements for sound control underlayment from time to time. The Board of Directors may require a structural engineer to review certain of the proposed improvements, with such review to be at the Owner's sole expense. Additionally, the Board will have the right to specify the exact material to be used on balconies and terraces. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations after notice to the Unit Owner. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a high-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission and agrees to indemnify and hold the Developer and Condominium Association harmless from and against any and all costs, claims which rightfully or wrongfully asserted damages, expenses or liabilities whatsoever, (including, without limitation, reasonable attorney's fees and court costs at trial and appellate levels, arising out of the level of sound transmission or the installation of hard surface flooring.

Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a multi-story building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.

- 9.3 Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems. Association shall not make any additions, alterations or improvements to the Life Safety Systems without the prior consent of

the appropriate governmental authority if so required. No lock, padlock, hasp, bar, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever or by the Association without the Association obtaining the consent of the applicable governmental authority having jurisdiction over same. Locks on unit service entry doors shall be of the "non-self locking" type and must require the use of a key to lock from the stairwell side. All means of egress must permit unobstructed travel at all times. No barrier including, but not limited to personalty, shall impede the free movement ingress and egress.

9.4 Additions, Alterations or Improvements by Developer. The foregoing restrictions of this Section 9 shall not apply to Developer. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to (i) make alterations, additions or improvements, structural and non-structural, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements, and the combining of all or any part of any number of Units that are adjacent to each other into one Unit); and (ii) expand, alter or add to all or any part of the recreational facilities. Any amendment to this Declaration (and any zoning or other governmental approvals required in connection therewith) required by a change made by the Developer pursuant to this Section 9.4 shall not be deemed a Material Amendment, and no such amendment shall be deemed to be a material altering of this Declaration in a manner that is adverse to Unit Owners or prospective Unit Owners (contract purchasers of Units) under the Act or the rules and regulations adopted with respect thereto. This Section shall not apply to matters under Section 718.110(4) or 718.110(8), Florida Statutes.

10. Changes in Developer-Owned Units. Without limiting the generality of the provisions of paragraph 9.4 above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or Improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size of Developer-owned Units by combining separate Developer-owned Units into a single apartment (although being kept as two separate legal Units), or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expense of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. This Section shall not apply to matters under Section 718.110(4) or 718.110(8), Florida Statutes.

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 and the Association Property. The powers and duties of the Association shall include those set forth in the By-Laws and Articles of Incorporation of the Association (which Articles and By-Laws, by this reference are specifically incorporated herein), 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 each Unit, from time to time during reasonable hours as may be necessary for pest control purposes and for the maintenance, repair or replacement of any Common Elements or any portion of a Unit, if any, to be maintained by the Association, or at any time and by force, if necessary, to prevent damage to the Common Elements, the Association Property or to a Unit or Units, including,

without limitation, (but without obligation or duty) to close hurricane shutters in the event of the issuance of a storm watch or storm warning.

- (b) The power to make and collect Assessments and other charges against Unit Owners and to lease, maintain, repair and replace the Common Elements and Association Property.
- (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 management agent (who may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of Common Elements with such funds as shall be made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties granted in the Condominium documents and the Condominium Act, including, but not limited to, the making of Assessments, promulgation of rules and execution of contracts on behalf of the Association.
- (e) The power to borrow money, execute promissory notes and other evidences of indebtedness and to give as security therefore mortgages and security interests in property owned by the Association, if any, provided that such actions are approved by a majority or the entire membership of the Board of Directors and a majority of the Units represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Unit Owners as may be specified in the By-Laws with respect to certain borrowing.
- (f) The power to adopt and amend rules and regulations concerning the details of the operation and use of the Condominium and Association Property.
- (g) The power to acquire, convey, lease and encumber real and personal property. Personal property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, subject to Section 8 hereof. Real property shall be acquired, conveyed, leased or encumbered upon a majority vote of the Board of Directors, provided that the requirements of Section 8 pertaining to the Unit Owners approval of costs in excess of the threshold amount stated therein (including the provision regarding the debt incurred) shall also apply to the acquisition of real property; provided, further, however, that the acquisition of any Unit as a result of a foreclosure of the lien for Assessment (or by deed in lieu of foreclosure) shall be made upon the majority vote of the Board, regardless of the price for same and the Association, through its Board, has the power to hold, lease, mortgage or convey the acquired Unit(s) without requiring the consent of Unit Owners. The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, taxes, Assessments, operation, replacements and other expenses undertaken in connection therewith shall be Common Expenses.
- (h) 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, the Bylaws, chapter 607 and 617, Florida Statutes and the Act, in all cases except as expressly limited or restricted in the Act.
- (i) The power to execute all documents or consent, on behalf of all Unit Owners (and their mortgagees), required by all governmental and/or quasi-

governmental agencies in connection with land use and development matters (including, without limitation, plats, waivers of plat, unities of title, covenants in lieu thereof, etc.), and in that regard, each Owner, by acceptance of the deed to such Owner's Unit, and each Mortgagee of a Unit Owner by acceptance of a lien on said Unit appoints and designates the President of the Association, as such Owner's agent and attorney-in-fact- to execute any and all such documents or consents.

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.

- 11.2 Limitation Upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair parts of the Condominium Property, the Association shall not be liable to Unit Owners for injury or damage, other than 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, alteration or Improvements or other activities done by or on behalf of any Unit Owners regardless of whether or not same shall have been approved by the Association pursuant to Section 9.1 hereof. The Association also shall not be liable to any Unit Owner or lessee or to any other person or entity for any property damage, personal injury, death or other liability on the grounds that the Association did not obtain or maintain insurance (or carried insurance with any particular deductible amount) for any particular matter where: (i) such insurance is not required hereby; or (ii) the Association could not obtain such insurance at reasonable costs or upon reasonable terms.

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 PERSON(S). 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 ORLANDO, 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 THE 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 SECTION SHALL ALSO INURE TO THE BENEFIT OF THE DEVELOPER AND ITS AFFILIATES, WHICH SHALL BE FULLY PROTECTED HEREBY.

- 11.3 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 its Unit.
- 11.4 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.
- 11.5 Acts of the Association. Unless the approval or action of Unit Owners, and/or a certain specific percentage of the Board of Directors of the Association, is specifically required in this Declaration, the Articles of Incorporation or By-Laws of the Association, applicable rules and regulations 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 or 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.
- 11.6 Effect on Developer. If the Developer holds a Unit for sale in the ordinary course of business, none of the following actions may be taken without the prior written approval of the Developer:
- (a) Assessment of the Developer as a Unit Owner for capital improvements;
 - (b) Any action by the Association that would be detrimental to the sale of Units by the Developer or the assignment of Limited Common Element Surface Spaces, and/or Garage Spaces, if any, by the Developer for consideration; provided however, that an increase in Assessments for

Common Expenses without discrimination against the Developer shall not be deemed to be detrimental to the sales of the Units.

12. Determination of Common Expenses and Fixing of Assessments Thereof. The Board of Directors shall from time to time, and at least annually, prepare a budget for the Condominium and the Association, determine the amount of Assessment payable by the Unit Owners to meet the Common Expenses of the Condominium and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. The Board of Directors shall advise all Unit Owners promptly in writing of the amount of the Assessments payable by each of them as determined by the Board of Directors as aforesaid and shall furnish copies of the budget, on which such Assessments are based, to all Unit Owners and (if requested in writing) to their respective mortgagees. The Common Expenses shall include the expenses of and reserves for (if required by, and not waived in accordance with, applicable law) the operation, maintenance, repair and replacement of the Common Elements and Association Property, costs of carrying out the powers and duties of the Association and any other expenses designated as Common Expenses by the Act, this Declaration, the Articles or By-Laws of the Association, applicable rules and regulations or by the Association. Incidental income to the Association, if any, may be used to pay regular or extraordinary Association expenses and liabilities, to fund reserve accounts, or otherwise as the Board shall determine from time to time, and need not be restricted or accumulated. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of this Declaration and the By-Laws.
13. Collection of Assessments.
- 13.1 Liability for Assessment. A Unit Owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all Assessments coming due while it is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Owner for all unpaid Assessment that came due up until the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. 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.
- 13.2 Special and Capital Improvement Assessment. In addition to Assessments levied by the Association to meet the Common Expenses of the Condominium and the Association, the Board of Directors may levy "Special Assessments" and "Capital Improvement Assessments" (collectively meaning for purposes of this Declaration Assessments not collected pursuant to the Association's annual budget) upon the following terms and conditions:
- (a) "Special Assessments" shall mean and refer to any assessments levied against a Unit Owner and its Unit other than the Assessments required by a budget adopted annually.
 - (b) "Capital Improvement Assessments" shall mean and refer to a charge against each Owner and its Unit, representing a portion of the cost incurred by the Association for the acquisition, installation, construction or replacement (as distinguished from repairs and maintenance), of any capital improvements located or to be located within the Common Elements or Association Property, other than for improvements required by a budget adopted annually.
 - (c) Special Assessments and Capital Improvement Assessments may be levied by the Board and shall be payable in lump sums or installments, in the discretion of the Board.
- 13.3 Default in Payment of Assessments for Common Expenses. Assessments and installments thereof not paid within ten (10) days from the date when they are due shall bear interest at fifteen percent (15%) per annum from the date due until paid

and shall be subject to an administrative late fee in an amount not to exceed the greater of \$25.00 or five percent (5%) of each delinquent installment. The Association has a lien on each Condominium Parcel for any unpaid Assessment on such parcel, interest thereon and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessments or enforcement of the lien. Except as set forth below, the lien is effective from, and shall relate back to, the date of the recording of this Declaration. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be evidenced by the recording of a claim of lien in the Public Records of the County. To be valid, the claim of lien must state the description of the Condominium Parcel, the name of the record Owner, the name and address of the Association, the amount due and the due dates, and the claim of lien must be executed and acknowledged by an officer or authorized officer of the Association. The claim of lien shall not be released until all sums secured by it (or such other amount as to which the Association shall agree by way of settlement) have been fully paid or until is barred by law. No such lien shall continue for a longer period than one (1) year after the claim of lien has been recorded unless, within that one (1) year period, an action to enforce the lien is commenced in a court of competent jurisdiction. The claim of lien shall secure (whether or not stated therein) all unpaid Assessments, interest thereon and costs and attorneys' fees which are due and which may accrue subsequent to the recording of the claim of lien and prior to the entry of a final judgment of foreclosure thereof. A claim of lien shall be signed and acknowledged by an officer or agent of the Association. Upon payment, the person making the payment is entitled to a satisfaction of the lien in recordable form. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner a mortgage of real property is foreclosed and may also bring an action at law to recover a money judgment for the unpaid Assessment without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred either in a lien foreclosure action or an action to recover a money judgment for unpaid Assessments.

As an additional right and remedy of the Association, upon default in the payment of Assessments as aforesaid and after thirty (30) days, prior written notice to the applicable Unit Owner and the recording of a claim of lien, the Association may accelerate and declare immediately due and payable all installments of Assessments for the remainder of the budget year in which the claim of lien was filed. In the event that the amount of such installments changes during the budget year, 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 ten (10) days of same taking effect.

- 13.4 Notice of Intention to Foreclose Lien. No foreclosure judgment may be entered until at least thirty (30) days after the Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments. If this notice is not given at least thirty (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 attorney's 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 attorney's 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.
- 13.5 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 shall be paid by the party which does not prevail in the foreclosure action.

13.6 Institutional First Mortgagee. The liability of an Institutional First Mortgagee, or its successor or assignees, who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments (or installments thereof) that became due prior to the Institutional First Mortgagee's acquisition of title is limited to the lesser of:

- (a) The Unit's unpaid Common Expenses and regular periodic Assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- (b) One (1%) percent of the original mortgage debt.

As to a Unit acquired by foreclosure, the limitations set forth in clauses (a) and (b) above shall not apply unless the Institutional First Mortgagee joined the Association in the foreclosure action. Joinder of the Association, however, is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the mortgagee. An Institutional First Mortgagee acquiring title to a Unit as a result of foreclosure or deed in lieu thereof may not, during the period the Unit is unoccupied, be excused from the payment of some or all of the Common Expenses coming due during their period of such Ownership.

13.7 Developer's Liability for Assessment. During the period from the date of the recording of this Declaration until the earlier of the following dates (the "Guarantee Expiration Date"): (a) December 31 of the year in which the Declaration is recorded, or (b) the date that control of the Association is transferred to Unit Owners other than the Developer as provided in the Bylaws and the Act, the Developer shall not be obligated to pay the share of Common Expenses and Assessments attributable to the Units owned by the Developer, provided: (i) that the regular Assessments for Common Expenses imposed on each Unit Owner other than the Developer prior to the Guarantee Expiration Date shall not increase during such period over the amounts set forth on **Exhibit "3"** attached hereto; and (ii) that the Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed levels receivable from other Unit Owners. After the Guarantee Expiration Date, the Developer shall have the option of extending the guarantee for six (6) additional six (6) month periods, or paying the share of Common Expenses and Assessments attributable to Units it then owns. Notwithstanding the above and as provided in Section 718.116(9)(a)(2), Florida Statutes, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Unit Owners owning units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this Section, an "Extraordinary Financial Event" shall mean Common Expenses incurred prior to the Guarantee Expiration Date (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(11)(a), Florida Statutes.

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

- 13.9 Installments. Regular Assessments shall be collected monthly or quarterly, in advance, at the option of the Association. Initially, Assessments will be collected monthly.
- 13.10 Application of Payments. Any payments received by the Association from a delinquent Unit Owner shall be applied first to any interest accrued on the delinquent installments as aforesaid, then to any administrative late fees, then to any costs and reasonable attorneys' fees incurred in collection and then to the delinquent and any accelerated Assessments. The foregoing shall be applicable notwithstanding any restrictive endorsements, designation or instruction placed on or accompanying a payment.
14. Insurance. Insurance covering the Condominium Property and the Association Property shall be governed by the following provisions:
- 14.1 Purchase, Custody and Payment.
- (a) Purchase. All insurance policies described herein covering portions of the Condominium and Association Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.
 - (b) Approval. Each insurance policy, the agency and company issuing the policy and the Insurance Trustee (if appointed) hereinafter described shall be subject to the approval of the Primary Institutional First Mortgagee in the first instance, if requested thereby.
 - (c) Named insured. 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.
 - (d) Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (if appointed), and copies of all policies and endorsements thereto shall be deposited with the Insurance Trustee (if appointed).
 - (e) 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 ten (10) days prior to the beginning of the term of the policy, or not less than ten (10) days prior to the expiration of each preceding policy that is being renewed or replaced, as appropriate.
 - (f) Personal Property and Liability. Except as specifically provided herein or by the Act, the Association shall not be responsible to Unit Owners to obtain insurance coverage upon the property lying within the boundaries of their Units, 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.
- 14.2 Coverage. The Association shall maintain insurance covering the following:
- (a) Casualty. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units and required by the Act to be insured under the Association's policies) and all Improvements located on the Common Elements and the Association Property from time to time, together with all fixtures, Building service equipment, personal property and supplies constituting

the Common Elements or Association Property (collectively the “Insured Property”), shall be insured in an amount not less than 100% of the full insurable replacement value thereof, excluding foundation and excavation costs. Notwithstanding the foregoing, the Insured Property shall not include, and shall specifically exclude, all furniture, furnishings, Unit floor coverings, wall coverings and ceiling coverings, other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owner, and all electrical fixtures, appliances, air conditioner and heating equipment, water heaters and built-in cabinets, to the extent that any of same are required to be repaired or replaced by the Unit Owners. Such policies may contain reasonable deductible provisions as determined by the Board of Directors of the Association. Such coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement, and such other risks as from time to time are customarily covered with respect to Buildings and improvements similar to 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 of the Association, but with combined single limit liability of not less than \$1,000,000 for each accident or occurrence, \$100,000 per person and \$50,000 property damage, and with a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice-versa. The Association may also obtain and maintain liability insurance for its directors and officers and for the benefit of the Association’s employees.
- (c) Workmen’s Compensation and other mandatory insurance, when applicable.
- (d) Flood Insurance covering the Common Elements, Association Property and Units if required by the Primary Institutional First Mortgagee or FNMA/FHLMC, or if the Association so elects.
- (e) Fidelity Insurance, if required by the Act or FNMA/FHLMC, covering all persons who control or disburse Association funds, such insurance to be in an amount not less than 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 funds or disburse funds of the Association” includes but is not limited to, those individuals authorized to sign checks, and the President, Secretary and the Treasurer of the Association.
- (f) Association Property. Appropriate additional policy provisions, policies or endorsements extending the applicable portions of the coverage described above to all Association Property, where such coverage is available.
- (g) Such other Insurance as the Board of Directors of the Association 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 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 of the Association, one or more Unit Owners or as a result of contractual undertaking. 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 individual Units 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, if required by FNMA/FHLMC, shall have the following endorsements: (i) agreed amount and inflation guard and (ii) steam boiler coverage (providing at least \$50,000 coverage for each accident at each location), if applicable.

- 14.3 Additional Provisions. All policies of insurance shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days, prior written notice to all of the named insureds, including all mortgagees of Units. Prior to obtaining any policy of casualty insurance or any renewal thereof, the Board of Directors may (or if required by FNMA/FHLMC, shall) obtain an appraisal from a fire insurance company, or other competent appraiser, of 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.
- 14.4 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 any management company employee may be paid by such company pursuant to its contract with the Association. Premiums may be financed in such manner as the Board of Directors deems appropriate.
- 14.5 Insurance Trustee; Share of Proceeds. All insurance policies obtained by or on behalf of the Association shall be for the benefit of the Association, the Unit Owners and their mortgagees, as their respective interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee which may be designated by the Board of Directors as provided in Section 14.10 below, 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, 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 in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit, provided that if the Insured Property so damaged includes property lying within the boundaries of specific Units, that portion of the proceeds allocable to such property shall be held as if that portion of the Insured Property were Optional Property as described in paragraph (b) below.
 - (b) Optional Property. Proceeds on account of damage solely to Units and/or certain portions or all of the contents thereof not included in the Insured Property (all as determined by the Association in its sole discretion) (collectively the "Optional Property"), if any is collected by reason of optional insurance which Association elects to carry thereon (as contemplated herein), shall be held for the benefit of Owners of Units or other portions of the Optional Property damaged in proportion to the cost of repairing the damage suffered by each such affected Owner, which cost and allocation shall be determined in the sole discretion of the Association.
 - (c) Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damage 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 pursuant to the provisions of this Declaration.

- 14.6 Distribution of Proceeds. Proceeds of insurance policies received by the Insurance Trustee shall be distributed to or for the benefit of the beneficial Owner 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 therefore.
 - (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 the beneficial Owners thereof, remittances to Unit Owner and their mortgagees being payable jointly to them.
 - (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 14.5 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial Owners.
 - (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 mortgages and their respective shares of the distribution.
- 14.7 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.
- 14.8 Unit Owner's Personal Coverage. Unless the Association elects otherwise, the insurance purchased by the Association shall not cover claims against an Owner due to accidents occurring within its Unit, nor casualty or theft loss to the contents of an Owner's Unit. Each individual Unit Owner shall purchase at Unit Owner's expense, liability insurance in an amount not less than \$300,000.00 to cover accidents occurring within Unit Owner's Unit, and shall purchase insurance upon Unit Owner's personal property, and living expense insurance, and such insurance, where applicable, shall contain waive of subrogation, if available. Each Owner shall provide to the Association proof of such insurance.
- 14.9 Benefit of Mortgagees. Certain provisions in this Section 14 entitled "Insurance" are for the benefit of mortgagees of the Unit and may be enforced by such mortgagees.
- 14.10 Appointment of 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 Trustee, the Association will perform directly all obligations imposed upon such Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expense.
- 14.11 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.

15. Reconstruction or Repair After Fire or Other Casualty.

- 15.1 Determination to Reconstruct or Repair. Subject to the immediately following paragraph, in the event of damage to or destruction of the Insured Property (and Optional Property, if insurance has been obtained by the Association with respect thereto) 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 Optional Property, if insurance has been obtained by the Association with respect thereto) and the Insurance Trustee (if appointed) shall disburse the proceeds of all insurance policies to the contractors engaged in such repair and restoration in appropriate progress payments.

If 75% or more of the Insured Property (and the Optional Property, if insurance has been obtained by the Association with respect thereto) is substantially damaged or destroyed and if Unit Owners owning 80% of the applicable interests in the Common Elements duly and promptly resolve not to proceed with the repair or restoration thereof and a Majority of Institutional First Mortgagees approve such resolution, the Condominium Property will not be repaired and shall be subject to an action for partition (provided the Condominium is terminated pursuant to the terms of this Declaration and Section 718 of the Florida Statutes), instituted by the Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements (with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit) ; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of its share of such funds all mortgages and liens on its Unit in the order of priority of such mortgages and liens.

Whenever in this Section the words “promptly repair” are used, it shall mean that repairs are to begin not more than sixty (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 ninety (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 damage property is to be reconstructed or repaired.

- 15.2 Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements and then applicable building and other codes; or if not, then in accordance with the plans and specifications approved by the Board of Directors of the Association and then applicable building and other codes, and, if the damaged property which is to be altered is the Building or the Optional Property, by the Owners of not less than 80% of the applicable interests in the Common Elements, as well as the Owners of all Units and other portions of the Optional Property (and their respective mortgages) the plans for which are to be altered.
- 15.3 Special Responsibility. If the damage is only to those parts of the Optional Property for which the responsibility of maintenance and repair is that of the respective Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair, which shall be effected promptly and in accordance with guidelines established by the Board of Directors (unless insurance proceeds are held by the Association with respect thereto by reason of the purchase of optional insurance thereon, in which case the Association shall have the responsibility to reconstruct and repair, or reconstruction exceeds the insurance proceeds held for such repair or reconstruction on a Unit by Unit basis, as determined in the sole discretion of the Association). In all other instances, the responsibility for all necessary reconstruction and repair shall be that of the

Association.

- (a) 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 the payment of the costs of reconstruction and repair in the following manner and order:
- (i) Association – Lessee Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of the Association is less than \$100,000, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association; 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.
 - (ii) 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, then the construction fund shall be disbursed in payment of such costs in the manner contemplated by subparagraph (i) 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.
 - (iii) 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 may be used by the Association to effect repairs to the Optional Property (if not insured or if under-insured), or may be distributed to Owners of the Optional Property who have the responsibility for reconstruction and repair thereof. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected Unit Owner bears to the total of such estimated costs to all affected Unit Owners, as determined by the Board; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated costs of repair for its portion of the Optional Property. All proceeds must be used to effect repairs to the Optional Property, and if insufficient to complete such repairs, the Owners shall pay the deficit with respect to their portion of the Optional Property and promptly effect the repairs. Any balance remaining after such repairs have been effected shall be distributed to the affected Unit Owners and their mortgagees jointly as elsewhere herein contemplated.
 - (iv) Surplus. It shall be presumed that the first monies disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund in the manner elsewhere stated; except, however, that part of a distribution to an Owner which is not in excess of Assessments paid by such Owner into the construction fund shall not be made payable jointly to any mortgagee.
 - (v) 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 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 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.

- 15.4 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 made 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, and on account of damage to the Optional Property, the Association shall charge the Owner (but shall not levy an Assessment) in proportion to the cost of repairing the damage suffered by each Owner thereof, as determined by the Association.
- 15.5 Benefit of Mortgagees. Certain provisions in this Section 15 are for the benefit of mortgagees of Units and may be enforced by any of them.
16. Condemnation.
- 16.1 Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property or Association Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee; and in the event of failure to do so, in the discretion of the Board of Directors of the Association, a charge shall be made against a defaulting Unit Owner in the amount of its award, or the amount of that award shall be set off against the sums hereafter made payable to that Owner.
- 16.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain also shall be deemed to be a casualty.
- 16.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and special Assessments 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 the awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 16 specifically provided.
- 16.4 Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of the Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the condominium.

- (a) Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged to and paid by the Owner of the Unit.
- (b) Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Owner and such mortgagees.
- (c) Adjustment of Shares in Common Elements. If the floor area of the Unit is reduced by the taking, the percentage representing the share in the Common Elements and of the Common Expenses and Common Surplus appurtenant to the Unit shall be reduced by multiplying the percentage of the applicable Unit prior to reduction by a fraction, the numerator of which shall be the area in square feet of the Unit before the taking. The shares of all Unit Owners in the Common Elements, Common Expenses and Common Surplus shall then be restated as follows:
 - (i) add the total of all percentages of all Units after reduction as aforesaid (the "Remaining Percentage Balance"); and
 - (ii) divide each percentage for each Unit after reduction as aforesaid by the Remaining Percentage Balance.

The result of such division for each Unit Shall be the adjusted percentage for such Unit.

16.5 Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of the Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

- (a) Payment of Award. The award shall be paid first to the applicable Institutional First Mortgagees in amounts sufficient to pay of their mortgages in connection with each Unit which is not so habitable; second, to the Association for any due and unpaid Assessments; third jointly to the affected Unit Owner and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.
- (b) 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 of the Association; provided that if the cost of the work therefore shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.
- (c) Adjustment of Shares. The shares in the 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 Surplus among the reduced number of Unit Owners (and among reduced Units). This shall be effected by restating the shares of continuing Unit Owners as follows:
 - (i) add the total of all percentages of all Units of continuing Owners prior to this adjustments made necessary by Subsection 16.4 (c) hereof, by ("the Percentage Balance"); and

- (ii) divide the percentage of each Unit of a continuing Owners prior to this adjustment, but after any adjustments made necessary by Subsection 16.4 (c) hereof, by the Percentage Balance.

The result of such division for each Unit shall be the adjusted percentage for such Unit.

- (d) Assessment. If the balance of the award (after payments to the Unit Owner and such Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Assessment 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.
- (e) Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Owners as they exist prior to the adjustments to such shares effected pursuant hereto by reason of the taking.

16.6 Taking of Common Elements. Awards for the taking of Common Elements shall be used to render the remaining portion of the Common Elements useable in the manner approved by the Board of Directors of the Association; provided, that if the cost of 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 to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Owner and mortgagees of the Unit.

16.7 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 of Condominium that is only required to be approved by, and executed upon the direction of, a majority of all Directors of the Association.

17. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium and Association 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:

17.1 Occupancy. Each Unit shall be used as a residence only, except as otherwise herein expressly provided, in accordance with all applicable County and State codes, ordinances and regulations. No business, profession or trade of any type shall be conducted on any portion of the Condominium Property. This prohibition shall not be applicable to the Developer with respect to its development of the Condominium Property, its construction, administration and

sale of Units, or its use of Units as models. Nothing herein shall be construed to prohibit ownership of a Unit by a corporation domestic or foreign, provided that the residential nature of the Condominium is not disturbed.

A Unit owned or leased by an individual(s), corporation, partnership, trust or other fiduciary may only be occupied by the following persons, and such persons' families: (i) the individual Unit Owner(s), (ii) an officer, director, stockholder, employee or designee of such corporation, (iii) a partner, employee or designee of such partnership, (iv) the fiduciary or beneficiary of such fiduciary, or (v) the permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom and one (1) person per den (as defined by the Association for the purpose of excluding from such definition living rooms, dining rooms, family rooms, country kitchens and the like). The Board of Directors shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above. The provisions of this Section 17.1 shall not be applicable to Units used by the Developer for model Units, sales offices or management services.

As used herein, "family" or words of similar import shall be deemed to include a spouse, children, parents, grandparents, brothers, sisters, grandchildren and other persons permanently cohabitating the Unit as or together with Owner or permitted occupant thereof. As used herein, "guest" or words of similar import shall include only those persons who have a principle residence other than the Unit. Unless otherwise determined by the Board of Directors, a person(s) occupancy of a Unit for more than one (1) month without the Unit Owner or a member of its family being present shall not be deemed a guest but, rather, shall be deemed a lessee for purpose of this Declaration (regardless of whether a lease exists or rent is paid) and shall be subject to the provisions of this Declaration which apply to lessees. The purpose of this paragraph is to prohibit the circumvention of the provisions and intent of this Section 17, and the Board of Directors shall enforce, and the Unit Owners comply with, same with due regard for such purpose.

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

17.3 Pets. Except as hereafter provided, no animals, wildlife, livestock, reptiles, or poultry of any kind shall be raised, bred, or kept on any portion of the Condominium Property. There may not be more than two (2) household pets maintained within any Unit which shall be limited to dogs or cats, or other household pets (as defined and specifically permitted by the Association), which shall not be kept, bred or maintained for any commercial purpose and shall not become a nuisance or annoyance to neighbors. Those pets which, in the sole discretion of the Association, endanger health, have the propensity for dangerous or vicious behavior (such as pit bulldogs or other similar breeds or mixed breeds), make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or to the Owner of any other portion of the Condominium Property shall be removed upon requests of the Board. Unit Owners must pick up all solid wastes of their pets and dispose of such wastes appropriately. Pets may not be kept in the a Common Element or in a Limited Common Element, nor be walked through or kept in a lobby, or other public areas of the Condominium. All pets (including cats) must be kept on a leash of a length that affords reasonable control over the pet at all times, or must be carried, when outside the Unit. No pet may be kept on a balcony when its owner is not in the Unit. Without limiting the generality of Section 19 thereof, any violation of the provision of this Section 17.3 shall entitle the Association to all of its rights and remedies, including, but not limited to, the right to fine Unit Owners (as provided in any applicable rules and regulations) and/or to require any pet to be permanently removed from the Condominium Property. This Section 17.3 shall not prohibit the keeping of fish or a caged household-type bird(s) in a Unit, provided that it does not become a nuisance or annoyance to neighbors.

17.4 Alterations. Without limiting the generality of Section 9.1 hereof, but subject to Section 11 hereof, no Unit Owner shall cause or allow Improvements or changes

to any Unit, Limited Common Elements appurtenant to either, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building or the exterior of said Unit, without obtaining the prior written consent of the Association (in the manner specified in Section 9.1 hereof). Curtains or drapes (or linings thereof) which face the exterior window or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced with acceptable items.

- 17.5 Use of Common Elements and Association Property. The Common Elements and Association Property shall be used only for furnishing of the services and facilities for which they are reasonably suited and which are incident to the use and occupancy of Units. In that regard, each Unit Owner, by acceptance of a deed for a Unit, thereby covenants and agrees that it is the intention of the Developer that the stairwells of the Building are intended for ingress and egress in the event of emergency only, and as such are constructed and left unfinished solely as to be functional for said purpose, without regard to the aesthetic appearance of said stairwells. The foregoing is not intended to prohibit the use of the stairwells for any other proper purpose.
- 17.6 Nuisances. No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by this Declaration shall be deemed a nuisance.
- 17.7 No Improper Uses. No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 17.7. No activity specifically permitted by this Declaration shall be deemed to be a violation of this Section.
- 17.8 Leases. Leasing of any Unit shall not be subject to the prior written approval of the Association. No lease shall be for a term of less than four (4) months. Regardless of whether expressed in the applicable lease, if any, a Unit Owner shall be jointly and severally liable to the Association for the acts and omissions of its tenant(s) and occupant(s) which constitutes a violation of, or non-compliance with, the provisions of this Declaration and of any and all rules and regulations of the Association. This Section shall also apply to subleases, assignments and renewals of leases.

All leases shall also be in writing, and shall provide and be deemed to provide, (if absent), that the Association shall have the right (i) to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation, the By-Laws, the rules and regulation of the Association, or any other applicable provisions of any other agreement, document or instrument governing the Condominium or administered by the Condominium Association or any other applicable governmental law, rule or regulations

“Leasing”, for purposes of this Declaration, is defined as the regular, exclusive occupancy of a Unit by any person or persons other than the Owner for which the Owner receives any consideration or benefit, including, but not limited to, a fee,

service, gratuity, or emolument. "Leasing" shall not include the temporary occupancy of a Unit, which is owned by the Developer, by any person or persons for sales or marketing purposes, regardless of whether the Developer receives any consideration or benefit.

Each of the Units may be leased only in their entirety; no fraction or portion may be leased. No transient tenants may be accommodated in a Unit.

The Association may in its sole discretion, require prospective tenants wishing to lease a unit from a Unit Owner to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month rental, into an escrow account maintained by the Association, which may be used by the Association to repair any damages to the Common Elements and/or other Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount in excess of any such sum, which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the tenant. Payment to and by the Association of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

A Unit Owner leasing its Unit shall give the Association written notice of such lease, together with the name and address of the tenant, , and an executed copy of the lease.

When a Unit is leased, the tenant shall have all of the Unit Owner's use rights to all Association Property, Common Elements, properties owned by the Community Associations and "Common Properties". The Owner of the leased Unit shall not have such rights, except as a guest. Nothing herein shall interfere with the access rights of the Unit Owner as a landlord pursuant to Chapter 83, Florida Statutes. The Association shall have the right to adopt rules to prohibit dual usage by a Unit Owner and a tenant of Association Property otherwise readily available for the general use of Owners.

Units may be transferred subject to existing leases.

- 17.9 Weight and Sound Restriction. Hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms or as otherwise installed by the Developer. Installation of hard surfaced floor coverings (other than by the Developer) in any other areas are to receive sound absorbent, less dense floor coverings, such as carpeting. Use of a hard and/or heavy surface floor covering in another location must be submitted to and approved by the Board of Directors and also meet applicable structural requirements. Also, the installation of any heavy object must be submitted to an approval by the Board, and be compatible with the overall structural design of the Building. The Board will have the right to specify the exact material to be used on balconies. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. **Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a high-rise or mid-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss or damages resulting from sound transmission.**

- 17.10 Exterior Improvements. Without limiting the generality of Section 9.1 or 17.4 hereof, but subject to any provision of this Declaration specifically permitting same, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies, or windows of the Building, (including, but not limited to, awnings, signs, storm shutters, screens, window tinting, furniture, fixtures and equipment), without the prior written consent of the Association. Notwithstanding the foregoing, any Unit Owner may display one portable removable United States flag in a respectful way and, on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day, may display in a respectful way portable, removable official flags, not larger than 4¹/₂ feet by 6 feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags or decorations. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval of the board in which case they shall be removed and replaced with acceptable items.
- 17.11 Association Access to Units- Key Locks. In order to facilitate access to Units by the Association for the purposes enumerated in Section 11.1 hereof, it shall be the responsibility of all Unit Owners to deliver a set of keys or such other access information, i.e. codes, as is necessary for their respective Units to the Association to use in the performance of its functions. No Owner shall change the locks or such other access information, i.e. codes, as is necessary for its Unit, without so notifying the Association and delivering to the Association a new set of keys or such other access information, i.e. codes, as is necessary for such Unit.
- 17.12 Hurricane Shutters. The Board of Directors shall, from time to time, establish hurricane shutter specifications, which comply with the applicable building code, and establish permitted colors, styles and materials for hurricane shutters. Subject to the provisions of Section 9.1 above, the Association shall approve the installation or replacement of hurricane shutters conforming with the Board's specifications. The Board may, with the approval of a majority of voting interests in the Condominium, install hurricane shutters and may, without requiring the approval of the membership, maintain, repair or replace such approved shutters, whether on or within Common Elements, Limited Common Elements, Units or Association Property; provided, however that if laminated glass or window film, in accordance with all applicable building codes and standards, architecturally designed to serve as hurricane protection, is installed, the Board may not install hurricane shutters in accordance with this provision. All shutters shall remain open unless and until a storm watch or storm warning is announced by the National Weather Center or other recognized weather forecaster. A Unit Owner or occupant who plans to be absent during all or any portion of the hurricane season must prepare its Unit prior to its departure by designating a responsible firm or individual to care for its Unit should a hurricane threaten, furnishing the Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of the Association.
- 17.13 Relief by Association. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 17 for good cause shown.
- 17.14 Effect on Developer. Subject to the following exceptions, the restrictions and limitations set forth in this Section 17 shall not apply to the Developer nor to Units Owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by the Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance and marketing activities.

APPLICABLE WARRANTIES OF THE DEVELOPER, IF ANY, SHALL BE VOIDED BY VIOLATIONS OF THESE RESTRICTIONS AND REQUIREMENTS SET FORTH IN THIS SECTION 17.

18. Selling and Mortgaging of Units.

18.1 Sale of Units. Each Unit Owner who receives a conveyance from any party other than the Developer shall notify the Association immediately after becoming a new Owner by delivering a copy of the deed of transfer to the Association. Any amounts owed to the Association shall be paid to the Association within thirty (30) days of the transfer in accordance with Section 718.116(1), Florida Statutes. Pursuant to Section 718.116(1), Florida Statutes, 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 to the new Unit Owner.

18.2 Leases. No lease of a Unit by the Owners thereof shall be for a period of less than four (4) consecutive months; provided however, and notwithstanding any provision to the contrary, the Developer may lease or rent any Unit owned by the Developer for any period of time from time to time. No Unit Owner may lease or rent his Unit if delinquent in the payment of any Assessments. If all Assessments are paid up to date, a Unit Owner may rent or lease such Owner's Unit without further approval. However, the Unit Owner renting or leasing such Owner's Unit shall immediately notify the Association of each renter and the term of such rental or lease. All subleases are subject to the same limitations as set forth herein. The Association shall have the right to require that a substantially uniform form of lease be used by all Unit Owners (including the Developer) intending to rent or lease, and such form may be provided by the Association as a Common Expense. Only entire Units may be rented, provided the occupancy is only by the lessee, and his family and guests. No individual rooms may be rented.

A tenant of a Unit shall have all the use rights in the Association Property and Common Elements otherwise readily available for the use generally by the Unit Owners and the Owner of a leased Unit shall not have such rights, except as a guest.

The liability of a Unit Owner under this Declaration shall continue notwithstanding the fact that he may have leased, rented, or sub-let his interest as provided herein. Every purchaser, tenant, or lessee shall take subject to this Declaration, the Articles of Incorporation, the Bylaws, the Master Declaration as well as the provisions of the Act.

18.3 No Severance of Ownership. No part of the Limited Common Elements or 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 a 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 Limited Common Elements and Common Elements whether or not explicitly stated. Limited Common Elements may be transferred between Unit Owners as provided in Section 3.3 herein.

18.4 Financing of Purchase of Units by the Association. The purchase of any Unit by the Association shall be made on behalf of all Unit Owners. If the available funds of the Association are insufficient to effectuate any such purchase, the Board of Directors may levy an Assessment against each Unit Owner (other than the Owner of the Unit being purchased), in proportion to this share of the Common Expenses, and/or the Board of Directors may, in its discretion, finance the acquisition of such Unit; provided, however, that no such financing may be secured by an encumbrance or hypothecation of any portion of the Condominium Property other than Unit to be purchased.

18.5 Gifts and Devises, etc. Any Unit Owner shall be free to convey or transfer its Unit by gift, to devise its Unit by will, or to have its Unit pass by intestacy, without restrictions; provided, however, that each succeeding Unit Owner shall be bound by, and its Unit subject to, the provisions of this Declaration. The Association shall be given prompt written notice of any such conveyance or transfer, including the name and address of the intended grantee.

- 18.6 Mortgage of Units. Each Unit Owner has the right to mortgage its Unit without restriction.
19. Compliance and Default. The Association, each Unit Owner, occupant of a Unit, tenant and other invitee of a Unit Owner shall be governed by and shall comply with the terms of this Declaration and all Exhibits annexed hereto, and the rules and regulations adopted pursuant to those documents, as the same may be amended from time to time and the provisions of all of such documents shall be deemed incorporated into any lease of a Unit whether or not expressly stated in such lease. The Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:
- 19.1 Mandatory Non-Binding Arbitration of Disputes. Prior to the institution of court litigation, the parties to a Dispute which is subject to Arbitration under the Act shall petition the Division for non-binding arbitration. The arbitration shall be conducted according to rules promulgated by the Division and before an arbitrator employed by the Division. The filing of a petition for arbitration shall toll the applicable statute of limitation for the applicable Dispute, until the arbitration proceedings are completed. Any arbitration decision shall be presented to the parties in writing, and shall be deemed final if a complaint for trial de novo is not filed in a court of competent jurisdiction in which the Condominium is located within thirty (30) days following the issuance of the arbitration decision. The prevailing party in such proceeding shall be awarded the costs of the arbitration, and attorney's fees and costs incurred in connection with the proceedings. The party who files a complaint for a trial de novo shall be assessed the other party's arbitration costs, courts costs and other reasonable costs, including, without limitation, attorneys' fees, investigation expenses and expenses for expert or other testimony or evidence incurred after the arbitration decision, if the judgment upon the trial de novo is not more favorable than the arbitration decision. If the judgment is more favorable, the party who filed a complaint for trial de novo shall be awarded reasonable court costs and attorney's fees. Any party to an arbitration proceeding may enforce an arbitration award by filing a petition in a court of competent jurisdiction in which the Condominium is located. A petition may not be granted unless the time for appeal by the filing of a complaint for a trial de novo has expired. If a complaint for a trial de novo has been filed, a petition may not be granted with respect to an arbitration award that has been stayed. If the petition is granted, the petitioner may recover reasonable attorneys' fees and costs incurred in enforcing the arbitration award.
- 19.2 Negligence and Compliance. A Unit Owner and/or tenant of a Unit shall be liable for the expense of any maintenance, repair or replacement made necessary by its negligence or by that of any member of its family or its 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. In the event a Unit Owner, tenant or occupant 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 of the Association, 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 equity to require performance and/or compliance, to impose any applicable fines, to sue at law for damages, and to charge the Unit Owner for the sums necessary to do whatever work is required to put the Unit Owner or Unit in compliance, provided, however, that nothing contained in this Section 19.2 shall authorize the Association to enter a Unit to enforce compliance. In any proceeding arising because of an alleged failure of a Unit Owner, a tenant or the Association to comply with the requirements of the Act, this Declaration, the Exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorney's fees). A Unit Owner prevailing in an action with the Association, in addition to recovering its reasonable attorney's

fees, may recover additional amounts as determined by the court to be necessary to reimburse the Unit Owner for its share of Assessments levied by the Association to fund its expenses of the litigation.

20. Termination of Condominium. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Owners owning at least 80% of the applicable interests in the Common Elements. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the partition sale shall be divided among all Unit Owners in proportion to their respective interests in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid out of its share of such net proceeds all mortgages and liens on its Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of the Association executed by its President and Secretary, certifying as to the basis of the termination and said certificate shall be recorded among the public records of the County.

This Section may not be amended without the consent of the Developer so long as it offers Units for sale in the ordinary course of business.

21. Additional Rights of Mortgagees and Others.

21.1 Availability of Association Documents. The Association shall have current and updated copies of the following available for inspection by the Institutional First Mortgagees during normal business hours or under other reasonable circumstances as determined by the Board: (a) this Declaration; (b) the Articles; (c) the By-Laws; (d) the rules and regulations of the Association; and (e) the books, records and financial statements of the Association.

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

- (a) Any condemnation or casualty loss affecting a material portion of the Condominium and/or Association Property or the affected mortgaged Unit;
- (b) A sixty (60) day delinquency in the payment of the Assessments on a mortgaged Unit;
- (c) The occurrence of a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;
- (d) Any proposed action, which requires the consent of a specified number of mortgage holders.

21.3 Additional Rights. Institutional First Mortgagees shall have the right, upon written request to the Association to: (a) receive a copy of an audited financial statement of the Association for the immediately preceding fiscal year if such statements were prepared; and (b) receive notices of, and attend Association meetings.

22. Covenant Running With the Land. All provisions of this Declaration, the Articles, By-Laws and applicable rules and regulations of the Association, shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof shall be binding upon and inure to the benefit of the Developer and subsequent owner (s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit

Owners, tenants and occupants of Units shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable rules and regulations, as they may be amended from time to time. The acceptance of a deed or conveyance, or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration, and the Articles, By-Laws and applicable rules and regulations of the Association, as they may be amended from time to time, including, but not limited to, a ratification of any appointments of attorneys-in-fact contained herein.

23. Disclaimer of Warranties. **Developer hereby disclaims any and all express or implied warranties as to design, contraction, sound transmission, furnishing and equipping of the Condominium Property, except only those set forth in Section 718.203, 718.618(1) and 718.618(6) to the extent applicable and to the extent that same have not expired by their terms. As to such warranties, which cannot be disclaimed, and to other claims, if any, which can be made as to the aforesaid matters, all incidental and consequential damages arising therefrom are hereby disclaimed.**

All Unit Owners, by virtue of acceptance of title to their respective Units (whether from the Developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages.

24. Execution of Documents Required by the City of Orlando and County of Orange and/or State of Florida and/or United States. The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by the City of Orlando and/or the County of Orange and/or the State of Florida and/or the United States Government including, but not limited to, easements and restrictive covenants affecting the Condominium Property. To the extent that said documents require the joinder of any and all of the Unit Owners in this Condominium, each of said Unit Owners does hereby irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as such Unit Owner's agent and in its place and stead. The Association and each Unit Owner in this Condominium, by acceptance of the deed of conveyance transferring title to its Unit, shall be deemed to have assumed each and every one of the obligations of the Developer affecting the maintenance of the Condominium Property, if any, arising by virtue of the execution of documents require by the City of Orlando and/or the County of Orange and/or the State of Florida and/or the United States Government.

25. Additional Provisions.

25.1 Parking. Vehicles may be parked only in designated, lined Spaces or other areas authorized in writing by the Board. The parking facilities shall not be used for dead storage of automobiles, nor for the parking of trailers, boats, vans or trucks (except on service calls) without the prior approval of the Board of Directors. The parking facilities are available without discrimination for all the occupants, Owners and lessees of Units, their guests and invitees. Notwithstanding any provisions herein to the foregoing, nothing contained herein shall in any way limit the right of the Developer to assign individual parking spaces as Limited Common Elements to one or more Units within the Condominium.

25.2 Notices. All notices to the Association required or desired hereunder or under the By-Laws of the Association shall be sent by certified mail (return receipt requested) 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 Condominium address of such Unit Owner, or such other address as may have been designated by him 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 envelope, 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.

- 25.3 Interpretation. The Board of Directors of the Association shall be responsible for interpreting the provisions hereof and of any of the Exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of legal counsel that any interpretation adopted by the Association is not unreasonable shall conclusively establish the validity of such interpretation.
- 25.4 Mortgagees. Anything herein to the contrary notwithstanding, the Association shall not be responsible to any mortgagee or lienor of any Unit hereunder, and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by the Association.
- 25.5 Exhibits. There is hereby incorporated in this Declaration all materials contained in the Exhibits annexed hereto, except that as to such Exhibits, any conflicting provisions set forth therein as to their amendment, modification, enforcement and other matters shall control over those hereof.
- 25.6 Signature of President and Secretary. Wherever the signature of the President of the Association is required hereunder, the signature of a Vice-President may be substituted therefore, and wherever the signature of the Secretary of the Association is required hereunder, the signature of an assistant secretary may be substituted therefore, provided that the same person may not execute any single instrument on behalf of the Association in two separate capacities.
- 25.7 Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the Exhibits annexed hereto or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, said dispute or litigation shall be governed by the laws of the State of Florida.
- 25.8 Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, paragraph, 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.
- 25.9 Waiver. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration, the Exhibits annexed hereto, or the rules and regulations adopted pursuant to said documents, as the same may be amended from time to time, shall not constitute a waiver of their right to do so thereafter.
- 25.10 Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of its occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, and the Articles and By-Laws of the Association, and applicable rules and regulations, are fair and reasonable in all material respects.
- 25.11 Execution of Documents; Attorney-in-fact. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Owner, by reason of the acceptance of a deed to such Owner's Unit, hereby agrees to execute, at the request of the Developer, all documents or consents which may be required by all governmental agencies to allow the Developer and its affiliates to complete the plan of development of the Condominium as such plan may be hereafter amended, and each such Owner further appoints the Developer as such Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Owners, any and all of such documents or consents. This Power of Attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of the Developer.

- 25.12 Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and use of any gender shall be deemed to include all or no genders.
- 25.13 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.
- 25.14 Liability. 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, except to the extent specifically provided to the contrary herein, shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, occupant or user of any portion of the Condominium and/or Association Property including, without limitations, Owners and their guests, invitees, agents, servants, contractors or subcontractors or for any property of any such persons. Without limiting the generality of the foregoing:
- (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 properties have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the properties 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 and/or any other jurisdiction or the prevention of tortuous activities; and
 - (c) The 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 Owner (by virtue of its acceptance of title to its Unit) and each other person having an interest in or lien upon, or making use of, any portion of the properties (by virtue of accepting such interest or lien or making such use) shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed hereby. As used herein, the "Association" shall include the Association's directors, officers, Committee and Board members, employees, agents, contractor (including management companies (subcontractors, successors and assigns. The provisions hereof shall also inure to the benefit of Developer, which shall be fully protected hereby.

26. Master Association. The METROWEST MASTER ASSOCIATION, INC. a Florida nonprofit corporation, has been established to administer, operate, and maintain certain land and facilities in the MetroWest community for all residents of MetroWest, whether in a condominium form of ownership or otherwise, as more particularly described in the Master Declaration.

The Master Declaration provides for the Master Association to operate, maintain, and repair the Common Area, and any improvements thereon, not included within the Condominium Association, including, but not limited to an Surface Water Management System (hereinafter referred to as "SWMS"), lakes, retention areas, culverts and/or related appurtenances which may be located within the properties subject to the jurisdiction of the Master Declaration (hereinafter, the Master Property); to maintain, operate, replace and repair and irrigation Facilities servicing land which the Association

is obligated to maintain, including, but not limited, the grassed or landscaped areas of the Common Area; to pay for the costs of street lighting for common areas, streets, or other areas designated by the Board of Directors; and take such other action as the Association is authorized to take pursuant to its Articles of Incorporation and Bylaws, or this Declaration. All of the foregoing shall be used in common by the Unit Owners and other members of the Master Association.

All costs, fees, and assessments, for which any Unit Owner may be obligated by virtue of the Master Declaration and any exhibits thereto with regard to the Master Association and the Common Property and other Facilities maintained and operated by the Master Association, shall be and are hereby deemed by the Common Expense of the Association. Assessments for Master Association common expenses attributable to the Unit under jurisdiction of the Association shall be collected by the Association and remitted to the Master Association, even though such assessments are the responsibility of the Unit Owners. The Association shall include in its budget each year an amount sufficient to pay all assessments for common expenses levied by the Master Association against each Unit which is subject to the jurisdiction of the association. The Association shall have the duty to collect assessments it imposes which includes the assessments levied by the Master Association.

Each Community Association, as defined in the Master Declaration (**i.e., The Madison at Metrowest Condominium Association, Inc.**) shall be a member of the Master Association. No Unit Owner which is subject to the jurisdiction of the Association shall be a member of the Master Association. The Developer, as defined in the Master Declaration, shall be a member of the Master Association so long as the Developer owns any real property within MetroWest. The Owners of all Property Units (as defined in the Master Declaration) not subject to the jurisdiction of a Community Association shall be members of the Master Association, as long as such owner agrees to pay Assessments to the Master Association.

The Master Declaration provides for the making and collecting of assessments against Unit Owners, through the Association, for the expenses of operating the Master Association, maintaining the Common Property, and otherwise carrying out the duties and responsibilities of the Master Association under the Master Declaration. The Master Association has been granted a lien by the Master Declaration against each Unit in the Condominium, and other rights, to secure payment of any assessment or other amounts due with respect to such Unit. If the Association has not collected its assessments from the Owners under its jurisdiction, it shall notify the Master Association of the name and address of such delinquent Owner(s). The Master Association shall be entitled to rely upon the information given by the Association regarding delinquencies, and may impose a lien upon such delinquent Owner's Unit in accordance with this Declaration. However, the Master Association may, in its sole discretion, elect to collect assessments and other charges in accordance with the provisions of the Master Declaration

Each Unit Owner, as a member of the Condominium Association which is a member of the Master Association, and their guests, lessees and invitees, is granted a non-exclusive right and easement over, across, and through, and of use and enjoyment as the Common Property as defined in the Master Declaration, other than Exclusive Common Areas whose use is restricted by the rules of the Master Association to owners of particular Neighborhood Units, subject to the Master Declaration, the Articles of Incorporation and Bylaws of the Master Association, and all rules and regulations promulgated by the Master Association. Each Unit Owner, and ever lessee, invitee, licensee, agent, servant, guest, and family member of any Owner shall be bound by the Articles of Incorporation and Bylaws of the Master Association, the terms and conditions, of the Master Declaration, and all rules and regulations promulgated by the Master Association.

The Master Association has the absolute power to veto any action taken or contemplated to be taken, and has the absolute power to require specific action to be taken by the Association. The Master Association shall receive the same notification of each meeting of the members of the Association or board or committee thereof, required by the Association Articles of Incorporation, Bylaws, or this Declaration, and a representative of the Master Association has unrestricted right to attend any such meeting. If proper notice is not given to the Master Association any action taken at such meeting shall be

considered null and void to the same effect as if proper notice had not been given to members of the Association.

Notwithstanding the foregoing, nothing contained in this section shall serve to supercede the powers and duties of the Association or the right of the Unit Owners under the Act.


27. Design Review Board. Pursuant to the terms of the Master Declaration, the Master Association has created a Design Review Board (the "DRB"). All improvements to be constructed within the Condominium Property will be subject to, and must be approved in accordance, the procedures set forth in the Master Declaration. The Developer declares that the Condominium Property shall be held, transferred, sold, conveyed and occupied subject to and in conformance with all building, use and other restrictions set forth in the Master Declaration and in the Planning Criteria (as defined in the Master Declaration), as may be amended from time to time by the DRB.

28. Governing Documents "Governing Documents" shall mean and refer to this Declaration, the Articles of Incorporation and Bylaws of the Association, the Master Declaration and the Articles of Incorporation and Bylaws of the Master Association, as the same may be amended from time to time and recorded in the Public Records of Orange County, Florida. In the event of conflict or inconsistency among Governing Documents, to the extent permitted by law, the Master Declaration, The Articles of Incorporation, and the Bylaws of the Master Association and this Declaration, the Articles of Incorporation and Bylaws of the Association, in that order shall control. The lack of provision in one Governing Document with respect to a matter for which provision is made in another Governing Document shall not be deemed a conflict or inconsistency between such Governing Documents. **Notwithstanding the foregoing, nothing contained in this section shall serve to supercede the powers and duties of the Association or the right of the Unit Owners under the Act.**

IN WITNESS WHEREOF, the Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed as of the 2nd day of January, 200⁶

SIGNATURES ON FOLLOWING PAGES

WITNESSED:


Print Name: Alyssa Goldberg
Dragon Property Orlando LLC
Print Name: Lisamizrachi


BEACH HILL DEVELOPMENT ORLANDO,
L.L.C. a Florida Limited Liability Company,
by DRAGON PROPERTY ORLANDO L.L.C.,
Managing Member,

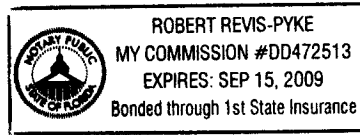
By: 
Print Name: Daniel Rotenberg
Print Title: Managing Member

1177 Kane Concourse Suite 232
Bay Harbor Islands, FL 33154

STATE OF FLORIDA)
):SS
COUNTY OF Miami-Dade)

The foregoing instrument was acknowledged before me this 3 day of Jan,
2008, by Daniel Rotenberg in the above capacity, who is personally known to me and
who did take an oath.


NOTARY PUBLIC, State of Florida
Print Name: Robert Pyke
My Commission Expires:



JOINDER

THE MADISON AT METROWEST CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed upon it by the provisions of this Declaration and Exhibits attached hereto.

IN WITNESS WHEREOF, THE MADISON AT METROWEST CONDOMINIUM ASSOCIATION, INC. has caused these presents to be signed in its name by its proper officer and its corporate seal to be affixed this 31st day of January, 2005

WITNESSED:

THE MADISON AT METROWEST CONDOMINIUM ASSOCIATION, INC., A FLORIDA CORPORATION NOT FOR PROFIT

Print Name: [Signature]
Print Name: [Signature]

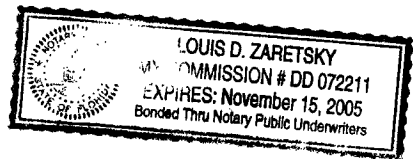
By: [Signature] President

[CORPORATE SEAL]

STATE OF FLORIDA)
)SS:
COUNTY OF ORANGE)

The foregoing joinder was acknowledged before me this 31st day of January, 2005 by [Signature] as President of THE MADISON AT METROWEST CONDOMINIUM ASSOCIATION, INC., a Florida corporation not for profit, on behalf of said corporation. He is personally known to me or has produced as identification.

[Signature]
NOTARY PUBLIC, State of Florida
Print Name: _____
My Commission Expires: _____



JOINDER AND CONSENT OF MORTGAGEE

CORUS BANK, NA, being the holder of that certain Mortgage, recorded July 18, 2005 in Official Records Book 08076, Page0063 of the Public Records of Orange County, Florida, hereby consents to the filing of the foregoing Declaration of Condominium of The Madison at Metrowest, in accordance with the applicable provisions of Florida Statues, Chapter 718.

Signed, sealed and delivered
in the presence of:

CORUS BANK, NA

Erica Kazimir
Signature

Erica Kazimir
Print Name

[Signature]
Signature

Seth Hewitt
Print Name

By: [Signature]

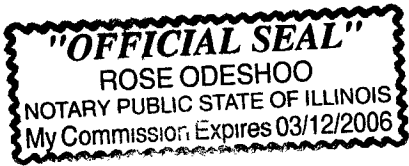
Name: Brian Brodeur

Title: Senior Vice President

STATE OF ILLINOIS)
COUNTY OF COOK) : ss

(Corporate Seal)

The foregoing instrument was acknowledged before me this 3 day of January, 2006, by Brian Brodeur, as Senior Vice President of CORUS BANK, NA, on behalf thereof. He/she is personally known to me or has produced _____ as identification.



[Signature]

Notary Public
Name of Notary Printed:

My Commission Expires

Declaration
Page 1 of 48

EXHIBIT "1"

MADISON AT METROWEST, A CONDOMINIUM

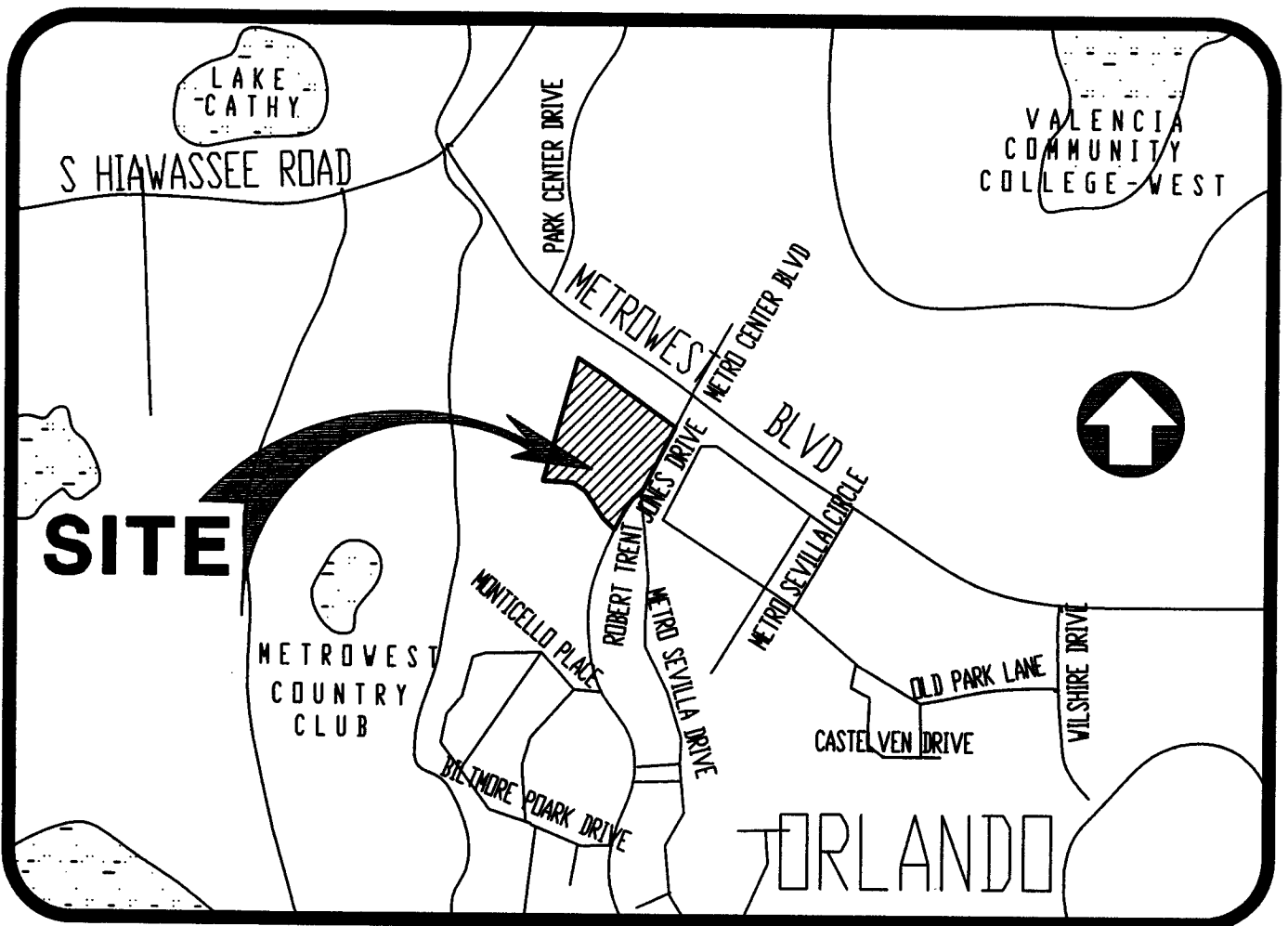
Legal Description

J. BONFILL & ASSOCIATES, INC.

ARCHITECTS—LAND SURVEYORS—PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
 PH. (305) 598-8383, FAX (305) 598-0023
 www.jbonfill.com

THE MADISON AT METROWEST, A CONDOMINIUM

LEGAL DESCRIPTION



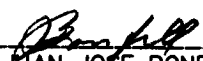
VICINITY MAP

NOT TO SCALE

EXHIBIT PAGE 1 OF 27

SEAL

I hereby certify that the construction of the improvements is substantially complete so that these materials (Exhibits), together with the provisions of the declaration describing the condominium property, is an accurate representation of the location and dimensions of the improvements, and that the identification, location and dimensions of common elements of each unit can be determined from these materials.


 JOUAN JOSE BONFILL
 PROFESSIONAL SURVEYOR AND MAPPER No. 3179
 STATE OF FLORIDA

July 20th, 2005

DRAWN BY: J.S., L.C., M.P.

REVISED BY: J.B.

JOB No. 05-0522

THE MADISON AT METROWEST, A CONDOMINIUM

LEGAL DESCRIPTION

PARCEL 1:
LOT 2, METROWEST, UNIT FOUR REPLAT, ACCORDING TO THE PLAT THEREOF,
AS RECORDED IN PLAT BOOK 27, PAGES 129 THROUGH 132, OF THE PUBLIC
RECORDS OF ORANGE COUNTY, FLORIDA.

PARCEL 2:
THE EASEMENT RIGHTS APPURTENANT TO PARCEL 1 CREATED BY THAT
CERTAIN DECLARATION OF EASEMENT BY DEBRA, INC., A FLORIDA
CORPORATION, RECORDED MAY 8, 1991, IN OFFICIAL RECORDS BOOK 4285,
PAGE 2662, AS AMENDED BY AMENDMENT TO DECLARATION OF EASEMENT
RECORDED AUGUST 30, 1996, IN OFFICIAL RECORDS BOOK 5114, PAGE 1083,
ALL IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

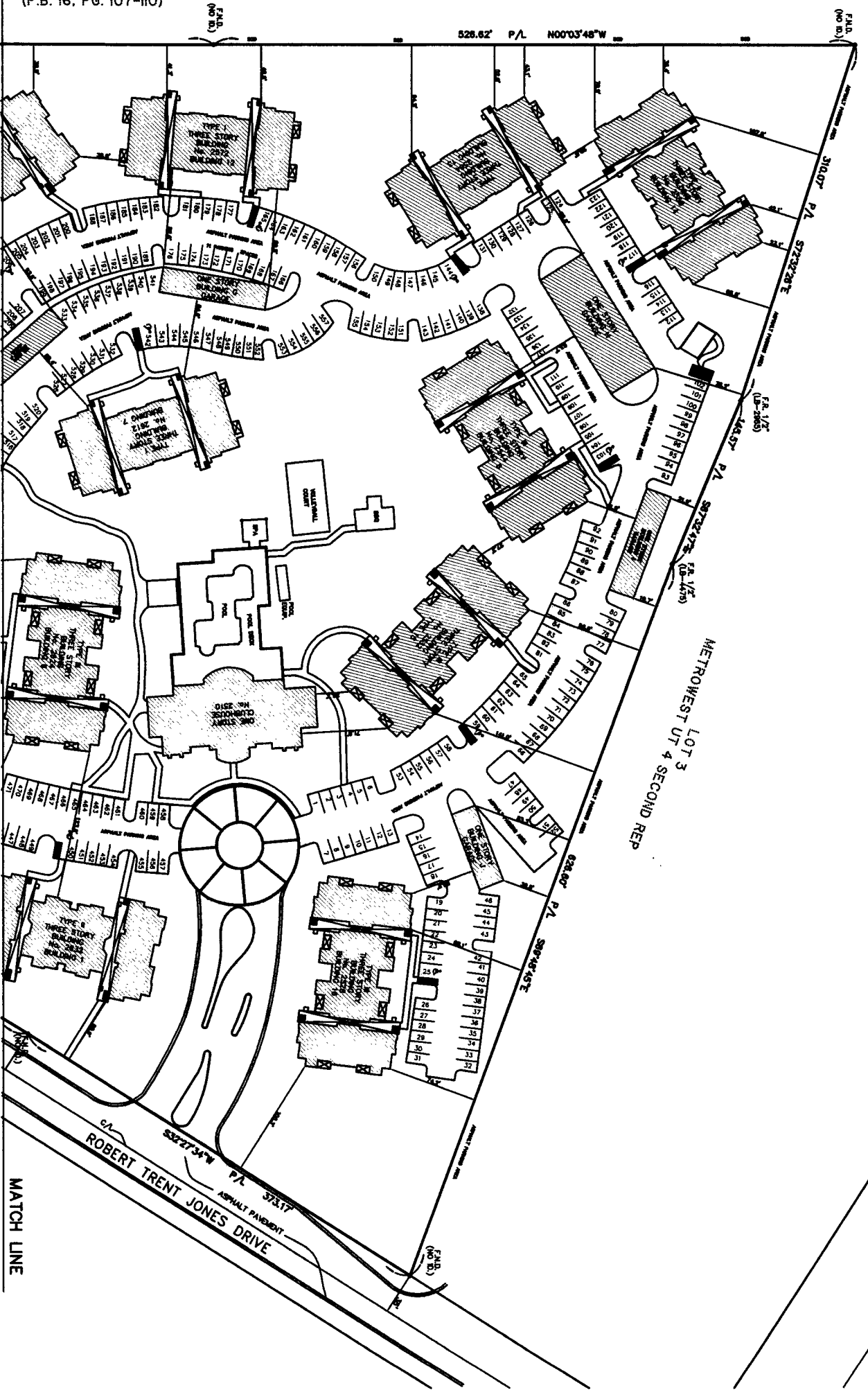
CONTAINING 848,195 SQUARE FEET OR 19.47 ACRES MORE OR LESS BY
CALCULATIONS.

EXHIBIT "2"

MADISON AT METROWEST, A CONDOMINIUM

Survey and Plot Plan

TRACT 2
METROWEST
(P.B. 16, PG. 107-110)



THE MADISON AT METROWEST, A CONDOMINIUM

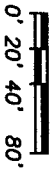
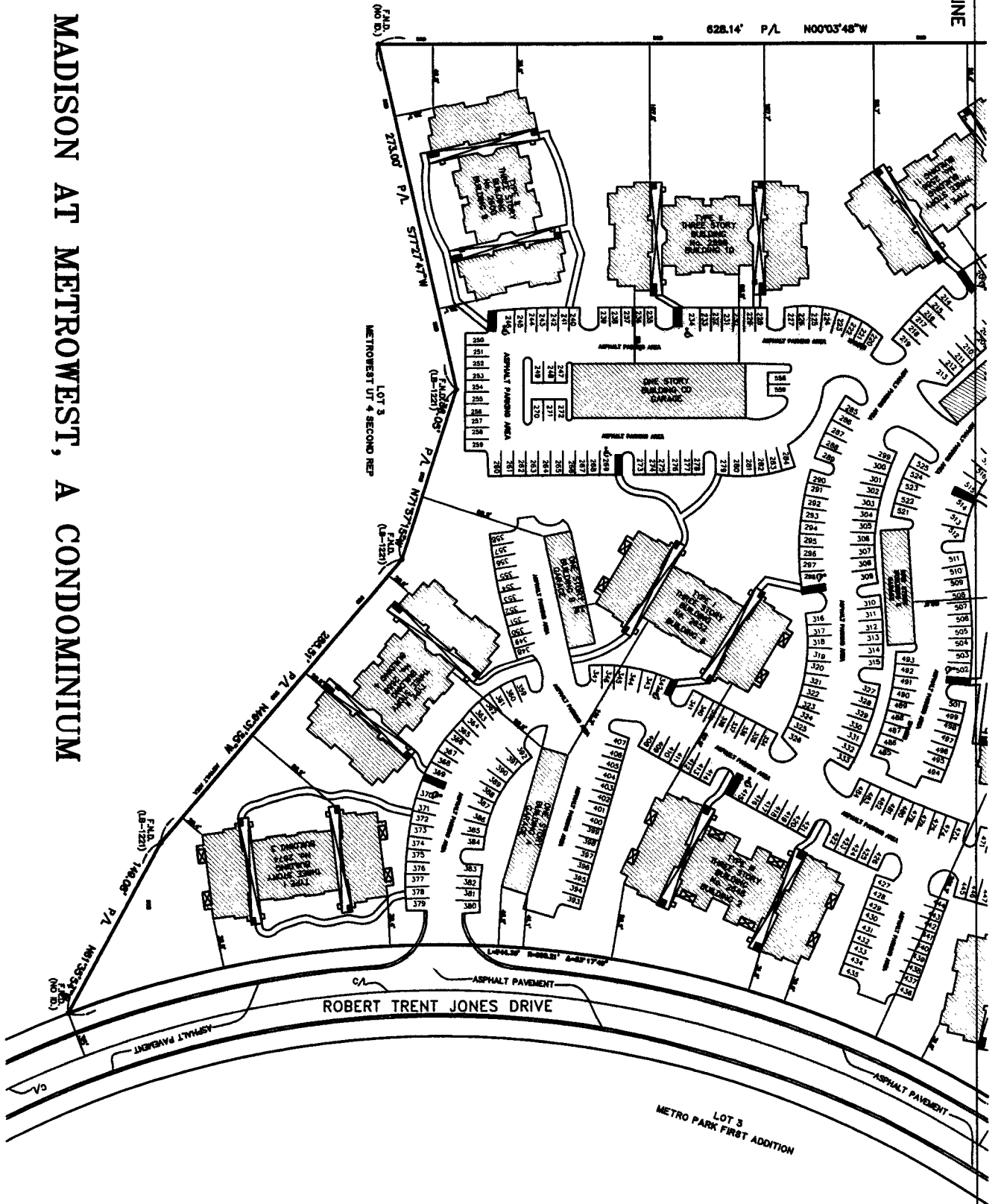
BOUNDARY SURVEY & PARKING SPACES

0' 20' 40' 80'
GRAPHIC SCALE

J. BONFILL & ASSOCIATES, INC.

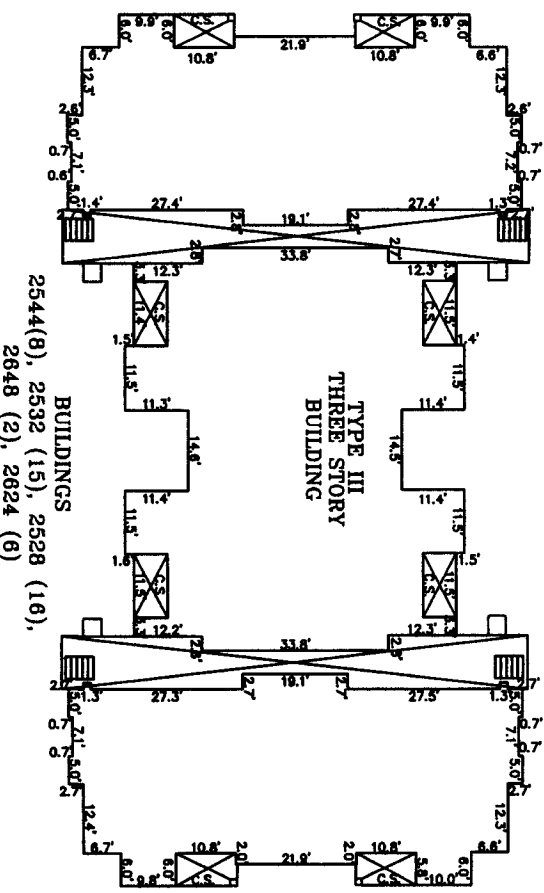
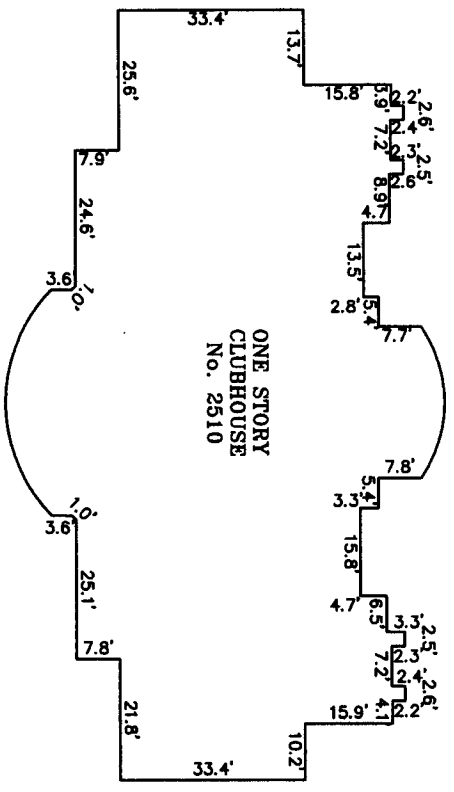
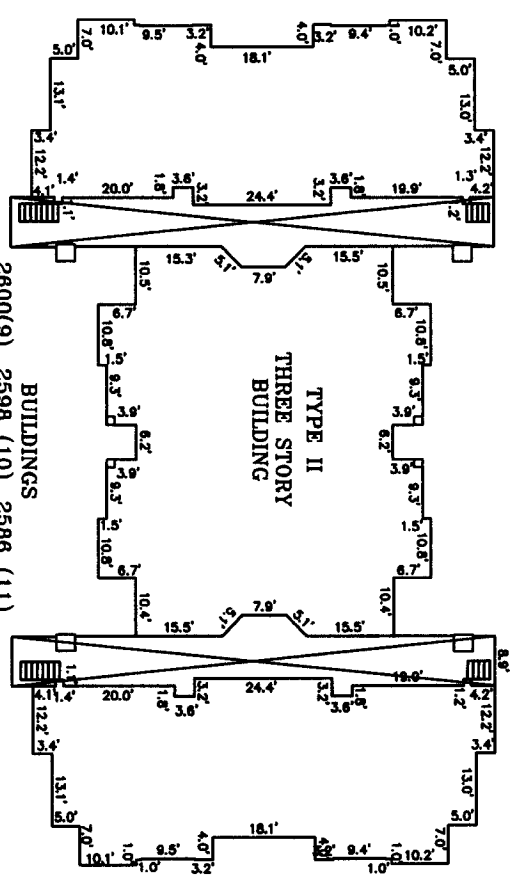
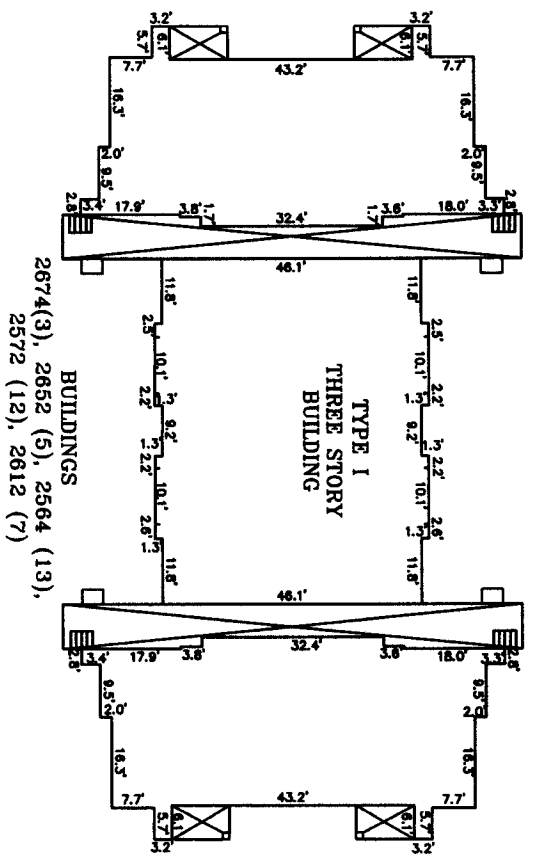
ARCHITECTS-LAND SURVEYORS-PLANNERS
9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
PH: (305) 598-8383, FAX (305) 598-0023
DATE: July 20th, 2005.

**THE MADISON AT METROWEST, A CONDOMINIUM
BOUNDARY SURVEY & PARKING SPACES**



GRAPHIC SCALE

J. BONFILL & ASSOCIATES, INC.
 ARCHITECTS-LAND SURVEYORS-PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
 PH. (305) 598-8383, FAX (305) 598-0023
 DATE: July 20th, 2005.



BUILDINGS FOOT PRINT
THE MADISON AT METTROWEST, A CONDOMINIUM



J. BONFILL & ASSOCIATES, INC.
ARCHITECTS-LAND SURVEYORS-PLANNERS
9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
PH. (305) 598-8383, FAX (305) 598-0023
DATE: July 20th, 2005.

THE MADISON AT METROWEST, A CONDOMINIUM

SURVEYOR'S NOTES:

- (1) THE ARCHITECTURAL PLANS FOR THIS PROJECT WERE PROVIDED BY THE OWNER AND UTILIZED IN PREPARING THIS DOCUMENT.
- (2) THE FIELD WORK WAS PERFORMED BY J.BONFILL AND ASSOCIATES, INC., TO VERIFY AND UPDATE THE EXISTING ARCHITECTURAL PLANS.
- (3) THIS DOCUMENT IS INTENDED FOR CONDOMINIUM PURPOSES ONLY. IT IS NOT INTENDED FOR DESIGN NOR CONSTRUCTION PURPOSES.
- (4) THE AREA OF THE UNITS DOES NOT INCLUDE BALCONIES.
- (5) TERRACES AND BALCONIES ARE LIMITED COMMON ELEMENTS.
- (6) PARKING SPACES ARE LIMITED COMMON ELEMENTS.
- (7) GARAGES ARE LIMITED COMMON ELEMENTS.
- (8) STAIRS ARE COMMON ELEMENTS..
- (9) WITH THE EXCEPTION OF RESIDENTIAL UNITS AND LIMITED COMMON ELEMENTS ALL OTHER AREAS OF EACH FLOOR ARE COMMON ELEMENTS OF THE CONDOMINIUM.
- (10) POOL, POOL DECK, VOLLEYBALL COURT, RECREATIONAL AREAS AND CLUBHOUSE ARE COMMON ELEMENTS OF THIS CONDOMINIUM.
- (11) DRIVEWAYS, WALKWAYS AND CONCRETE AREAS ARE COMMON ELEMENTS.
- (12) ON EACH BUILDING THE NUMBERING OF THE UNITS HAS THE BUILDING NUMBER PRIOR TO THE UNIT NUMBER. FOR EXAMPLE UNIT 10 WILL BE 310 IN BUILDING 3.
- (13) THE DIMENSIONS OF THE UNITS ARE CALCULATED FROM THE UNFINISHED SURFACE OF THE EXTERIOR SURFACES OF THE EXTERIOR WALLS BOUNDING THE UNIT AND THE CENTERLINE OF THE PARTITIONING WALLS BETWEEN UNITS
- (14) THE SQUARE FOOTAGE AND DIMENSIONS SHOWN HEREON ARE APPROXIMATE BY CALCULATIONS.

THE MADISON AT METROWEST, A CONDOMINIUM

TOTAL UNITS : 364

TOTAL RESIDENTIAL UNIT TYPES:

UNIT TYPE A = 60
UNIT TYPE B = 72
UNIT TYPE C = 60
UNIT TYPE D = 72
UNIT TYPE E = 40
UNIT TYPE F = 60

BUILDING TYPE I- 3(#2674)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
310	F	2/2	1014
311	F	2/2	1014
312	A	1/1	674
313	A	1/1	674
314	A	1/1	674
315	A	1/1	674
316	F	2/2	1014
317	F	2/2	1014

BUILDING TYPE I- 3(#2674)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
320	F	2/2	1014
321	F	2/2	1014
322	A	1/1	674
323	A	1/1	674
324	A	1/1	674
325	A	1/1	674
326	F	2/2	1014
327	F	2/2	1014

BUILDING TYPE I- 3(#2674)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
330	F	2/2	1014
331	F	2/2	1014
332	A	1/1	674
333	A	1/1	674
334	A	1/1	674
335	A	1/1	674
336	F	2/2	1014
337	F	2/2	1014

BUILDING TYPE I- 5(#2652)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
510	F	2/2	1014
511	F	2/2	1014
512	A	1/1	674
513	A	1/1	674
514	A	1/1	674
515	A	1/1	674
516	F	2/2	1014
517	F	2/2	1014

BUILDING TYPE I- 5(#2652)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
520	F	2/2	1014
521	F	2/2	1014
522	A	1/1	674
523	A	1/1	674
524	A	1/1	674
525	A	1/1	674
526	F	2/2	1014
527	F	2/2	1014

BUILDING TYPE I- 5(#2652)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
530	F	2/2	1014
531	F	2/2	1014
532	A	1/1	674
533	A	1/1	674
534	A	1/1	674
535	A	1/1	674
536	F	2/2	1014
537	F	2/2	1014

BUILDING TYPE I- 7(#2612)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
710	F	2/2	1014
711	F	2/2	1014
712	A	1/1	674
713	A	1/1	674
714	A	1/1	674
715	A	1/1	674
716	F	2/2	1014
717	F	2/2	1014

BUILDING TYPE I- 7(#2612)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
720	F	2/2	1014
721	F	2/2	1014
722	A	1/1	674
723	A	1/1	674
724	A	1/1	674
725	A	1/1	674
726	F	2/2	1014
727	F	2/2	1014

BUILDING TYPE I- 7(#2612)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
730	F	2/2	1014
731	F	2/2	1014
732	A	1/1	674
733	A	1/1	674
734	A	1/1	674
735	A	1/1	674
736	F	2/2	1014
737	F	2/2	1014

BUILDING TYPE I- 12(#2572)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1210	F	2/2	1014
1211	F	2/2	1014
1212	A	1/1	674
1213	A	1/1	674
1214	A	1/1	674
1215	A	1/1	674
1216	F	2/2	1014
1217	F	2/2	1014

BUILDING TYPE I- 12(#2572)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1220	F	2/2	1014
1221	F	2/2	1014
1222	A	1/1	674
1223	A	1/1	674
1224	A	1/1	674
1225	A	1/1	674
1226	F	2/2	1014
1227	F	2/2	1014

BUILDING TYPE I- 12(#2572)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1230	F	2/2	1014
1231	F	2/2	1014
1232	A	1/1	674
1233	A	1/1	674
1234	A	1/1	674
1235	A	1/1	674
1236	F	2/2	1014
1237	F	2/2	1014

BUILDING TYPE I- 13(#2564)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1310	F	2/2	1014
1311	F	2/2	1014
1312	A	1/1	674
1313	A	1/1	674
1314	A	1/1	674
1315	A	1/1	674
1316	F	2/2	1014
1317	F	2/2	1014

BUILDING TYPE I- 13(#2564)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1320	F	2/2	1014
1321	F	2/2	1014
1322	A	1/1	674
1323	A	1/1	674
1324	A	1/1	674
1325	A	1/1	674
1326	F	2/2	1014
1327	F	2/2	1014

BUILDING TYPE I- 13(#2564)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1330	F	2/2	1014
1331	F	2/2	1014
1332	A	1/1	674
1333	A	1/1	674
1334	A	1/1	674
1335	A	1/1	674
1336	F	2/2	1014
1337	F	2/2	1014

BUILDING TYPE II- 1(#2632)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
110	D	2/2	1150
111	D	2/2	1150
112	B	1/1	854
113	B	1/1	854
114	B	1/1	854
115	B	1/1	854
116	D	2/2	1150
117	D	2/2	1150

BUILDING TYPE II- 1(#2632)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
120	D	2/2	1150
121	D	2/2	1150
122	B	1/1	854
123	B	1/1	854
124	B	1/1	854
125	B	1/1	854
126	D	2/2	1150
127	D	2/2	1150

BUILDING TYPE II- 1(#2632)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
130	D	2/2	1150
131	D	2/2	1150
132	B	1/1	854
133	B	1/1	854
134	B	1/1	854
135	B	1/1	854
136	D	2/2	1150
137	D	2/2	1150

BUILDING TYPE II- 4(#2668)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
410	D	2/2	1150
411	D	2/2	1150
412	B	1/1	854
413	B	1/1	854
414	B	1/1	854
415	B	1/1	854
416	D	2/2	1150
417	D	2/2	1150

BUILDING TYPE II- 4(#2668)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
420	D	2/2	1150
421	D	2/2	1150
422	B	1/1	854
423	B	1/1	854
424	B	1/1	854
425	B	1/1	854
426	D	2/2	1150
427	D	2/2	1150

BUILDING TYPE II- 4(#2668)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
430	D	2/2	1150
431	D	2/2	1150
432	B	1/1	854
433	B	1/1	854
434	B	1/1	854
435	B	1/1	854
436	D	2/2	1150
437	D	2/2	1150

BUILDING TYPE II- 9(#2600)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
910	D	2/2	1150
911	D	2/2	1150
912	B	1/1	854
913	B	1/1	854
914	B	1/1	854
915	B	1/1	854
916	D	2/2	1150
917	D	2/2	1150

BUILDING TYPE II- 9(#2600)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
920	D	2/2	1150
921	D	2/2	1150
922	B	1/1	854
923	B	1/1	854
924	B	1/1	854
925	B	1/1	854
926	D	2/2	1150
927	D	2/2	1150

BUILDING TYPE II- 9(#2600)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
930	D	2/2	1150
931	D	2/2	1150
932	B	1/1	854
933	B	1/1	854
934	B	1/1	854
935	B	1/1	854
936	D	2/2	1150
937	D	2/2	1150

BUILDING TYPE II- 10(#2598)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1010	D	2/2	1150
1011	D	2/2	1150
1012	B	1/1	854
1013	B	1/1	854
1014	B	1/1	854
1015	B	1/1	854
1016	D	2/2	1150
1017	D	2/2	1150

BUILDING TYPE II- 10(#2598)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1020	D	2/2	1150
1021	D	2/2	1150
1022	B	1/1	854
1023	B	1/1	854
1024	B	1/1	854
1025	B	1/1	854
1026	D	2/2	1150
1027	D	2/2	1150

BUILDING TYPE II- 10(#2598)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1030	D	2/2	1150
1031	D	2/2	1150
1032	B	1/1	854
1033	B	1/1	854
1034	B	1/1	854
1035	B	1/1	854
1036	D	2/2	1150
1037	D	2/2	1150

BUILDING TYPE II- 11(#2586)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1110	D	2/2	1150
1111	D	2/2	1150
1112	B	1/1	854
1113	B	1/1	854
1114	B	1/1	854
1115	B	1/1	854
1116	D	2/2	1150
1117	D	2/2	1150

BUILDING TYPE II- 11(#2586)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1120	D	2/2	1150
1121	D	2/2	1150
1122	B	1/1	854
1123	B	1/1	854
1124	B	1/1	854
1125	B	1/1	854
1126	D	2/2	1150
1127	D	2/2	1150

BUILDING TYPE II- 11(#2586)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1130	D	2/2	1150
1131	D	2/2	1150
1132	B	1/1	854
1133	B	1/1	854
1134	B	1/1	854
1135	B	1/1	854
1136	D	2/2	1150
1137	D	2/2	1150

BUILDING TYPE II- 14(#2558)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1410	D	2/2	1150
1411	D	2/2	1150
1412	B	1/1	854
1413	B	1/1	854
1414	B	1/1	854
1415	B	1/1	854
1416	D	2/2	1150
1417	D	2/2	1150

BUILDING TYPE II- 14(#2558)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1420	D	2/2	1150
1421	D	2/2	1150
1422	B	1/1	854
1423	B	1/1	854
1424	B	1/1	854
1425	B	1/1	854
1426	D	2/2	1150
1427	D	2/2	1150

BUILDING TYPE II- 14(#2558)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1430	D	2/2	1150
1431	D	2/2	1150
1432	B	1/1	854
1433	B	1/1	854
1434	B	1/1	854
1435	B	1/1	854
1436	D	2/2	1150
1437	D	2/2	1150

BUILDING TYPE III- 2(#2648)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
210	E	3/2	1295
211	E	3/2	1295
212	C	2/1	933
213	C	2/1	933
214	C	2/1	933
215	C	2/1	933
216	E	3/2	1295
217	E	3/2	1295

BUILDING TYPE III- 2(#2648)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
220	E	3/2	1295
221	E	3/2	1295
222	C	2/1	933
223	C	2/1	933
224	C	2/1	933
225	C	2/1	933
226	E	3/2	1295
227	E	3/2	1295

BUILDING TYPE III- 2(#2648)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
232	C	2/1	933
233	C	2/1	933
234	C	2/1	933
235	C	2/1	933

BUILDING TYPE III- 6(#2624)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
610	E	3/2	1295
611	E	3/2	1295
612	C	2/1	933
613	C	2/1	933
614	C	2/1	933
615	C	2/1	933
616	E	3/2	1295
617	E	3/2	1295

BUILDING TYPE III- 6(#2624)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
620	E	3/2	1295
621	E	3/2	1295
622	C	2/1	933
623	C	2/1	933
624	C	2/1	933
625	C	2/1	933
626	E	3/2	1295
627	E	3/2	1295

BUILDING TYPE III- 6(#2624)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
632	C	2/1	933
633	C	2/1	933
634	C	2/1	933
635	C	2/1	933

BUILDING TYPE III- 8(#2544)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
810	E	3/2	1295
811	E	3/2	1295
812	C	2/1	933
813	C	2/1	933
814	C	2/1	933
815	C	2/1	933
816	E	3/2	1295
817	E	3/2	1295

BUILDING TYPE III- 8(#2544)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
820	E	3/2	1295
821	E	3/2	1295
822	C	2/1	933
823	C	2/1	933
824	C	2/1	933
825	C	2/1	933
826	E	3/2	1295
827	E	3/2	1295

BUILDING TYPE III- 8(#2544)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
832	C	2/1	933
833	C	2/1	933
834	C	2/1	933
835	C	2/1	933

BUILDING TYPE III- 15(#2532)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1510	E	3/2	1295
1511	E	3/2	1295
1512	C	2/1	933
1513	C	2/1	933
1514	C	2/1	933
1515	C	2/1	933
1516	E	3/2	1295
1517	E	3/2	1295

BUILDING TYPE III- 15(#2532)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1520	E	3/2	1295
1521	E	3/2	1295
1522	C	2/1	933
1523	C	2/1	933
1524	C	2/1	933
1525	C	2/1	933
1526	E	3/2	1295
1527	E	3/2	1295

BUILDING TYPE III- 15(#2532)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1532	C	2/1	933
1533	C	2/1	933
1534	C	2/1	933
1535	C	2/1	933

BUILDING TYPE III- 16(#2528)- FIRST FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1610	E	3/2	1295
1611	E	3/2	1295
1612	C	2/1	933
1613	C	2/1	933
1614	C	2/1	933
1615	C	2/1	933
1616	E	3/2	1295
1617	E	3/2	1295

BUILDING TYPE III- 16(#2528)- SECOND FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1620	E	3/2	1295
1621	E	3/2	1295
1622	C	2/1	933
1623	C	2/1	933
1624	C	2/1	933
1625	C	2/1	933
1626	E	3/2	1295
1627	E	3/2	1295

BUILDING TYPE III- 16(#2528)- THIRD FLOOR

<u>UNIT NUMBER</u>	<u>UNIT TYPE</u>	<u>BR/BATHS</u>	<u>UNIT SQ. FT</u>
1632	C	2/1	933
1633	C	2/1	933
1634	C	2/1	933
1635	C	2/1	933

THE MADISON AT METROWEST, A CONDOMINIUM

FLOOR ELEVATION DATA:

BUILDINGS TYPE I:

BUILDINGS 3 (#2674), 5 (#2652), 7 (#2612), 12 (#2572), 13 (#2564)

FIRST FLOOR ELEV.=0.00'
SECOND FLOOR ELEV.=10.65'
THIRD FLOOR ELEV.=21.30'
OVERHANG ELEV.= 30.40'

BUILDINGS TYPE II:

**BUILDINGS 1 (#2632), 4 (#2668), 9 (#2600), 10 (#2598), 11 (#2586),
14 (#2558)**

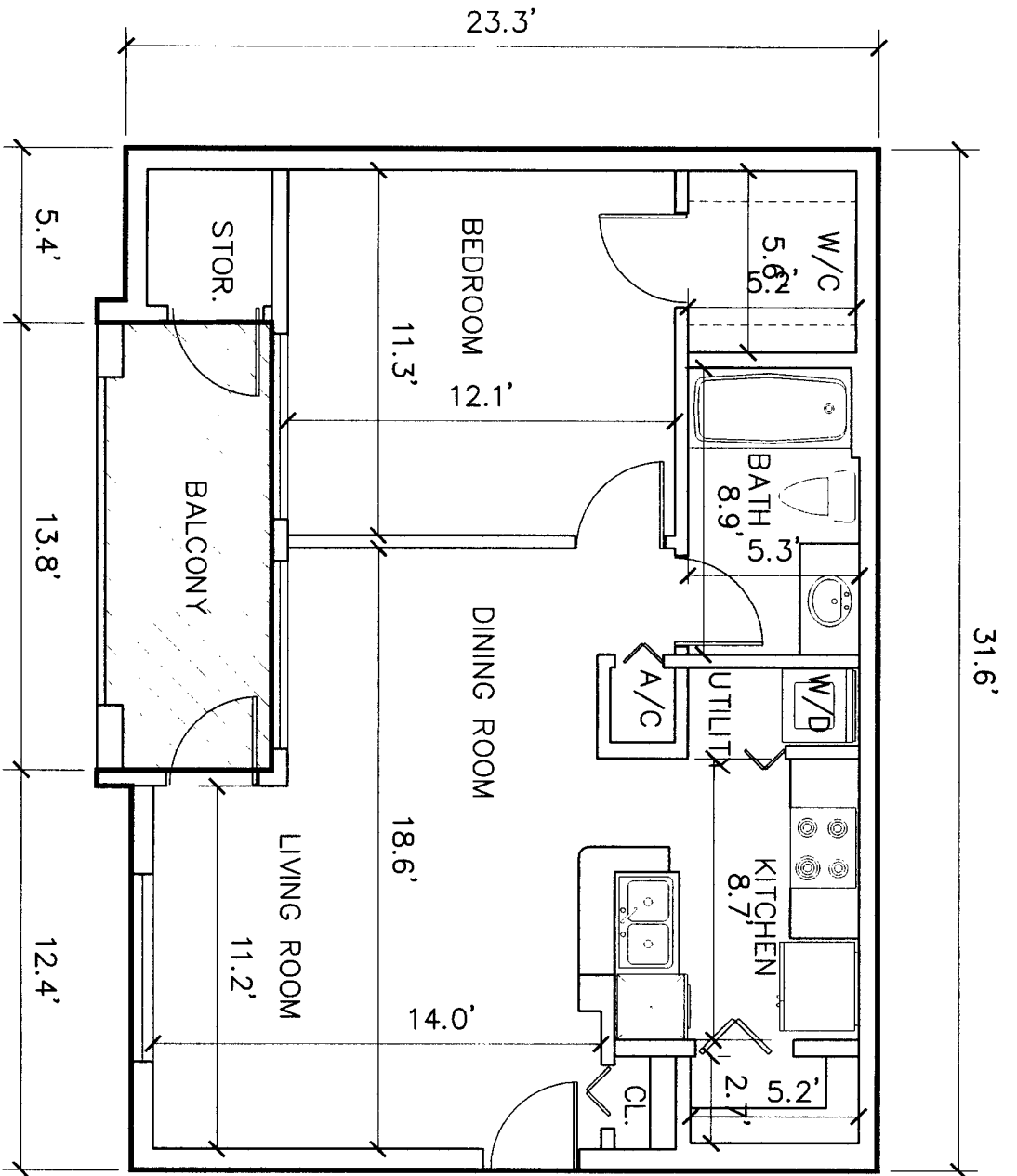
FIRST FLOOR ELEV.=0.00'
SECOND FLOOR ELEV.=10.65'
THIRD FLOOR ELEV.=21.30'
OVERHANG ELEV.= 30.40'

BUILDINGS TYPE III:

BUILDINGS 2 (#2648), 6 (#2624), 8 (#2544), 15 (#2532), 16 (#2528)

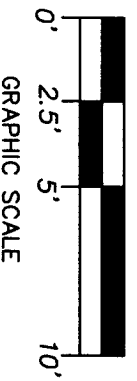
FIRST FLOOR ELEV.=0.00'
SECOND FLOOR ELEV.=10.65'
THIRD FLOOR ELEV.= 21.30'
OVERHANG ELEV.= 30.40'

NOTE: THESE ELEVATIONS ARE THE BUILDING FLOOR HEIGHTS.



THE MADISON AT METTROWEST, A CONDOMINIUM

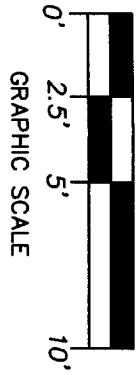
LEGEND
 — UNIT LIMIT
 ▨ LIMITED COMMON ELEMENT



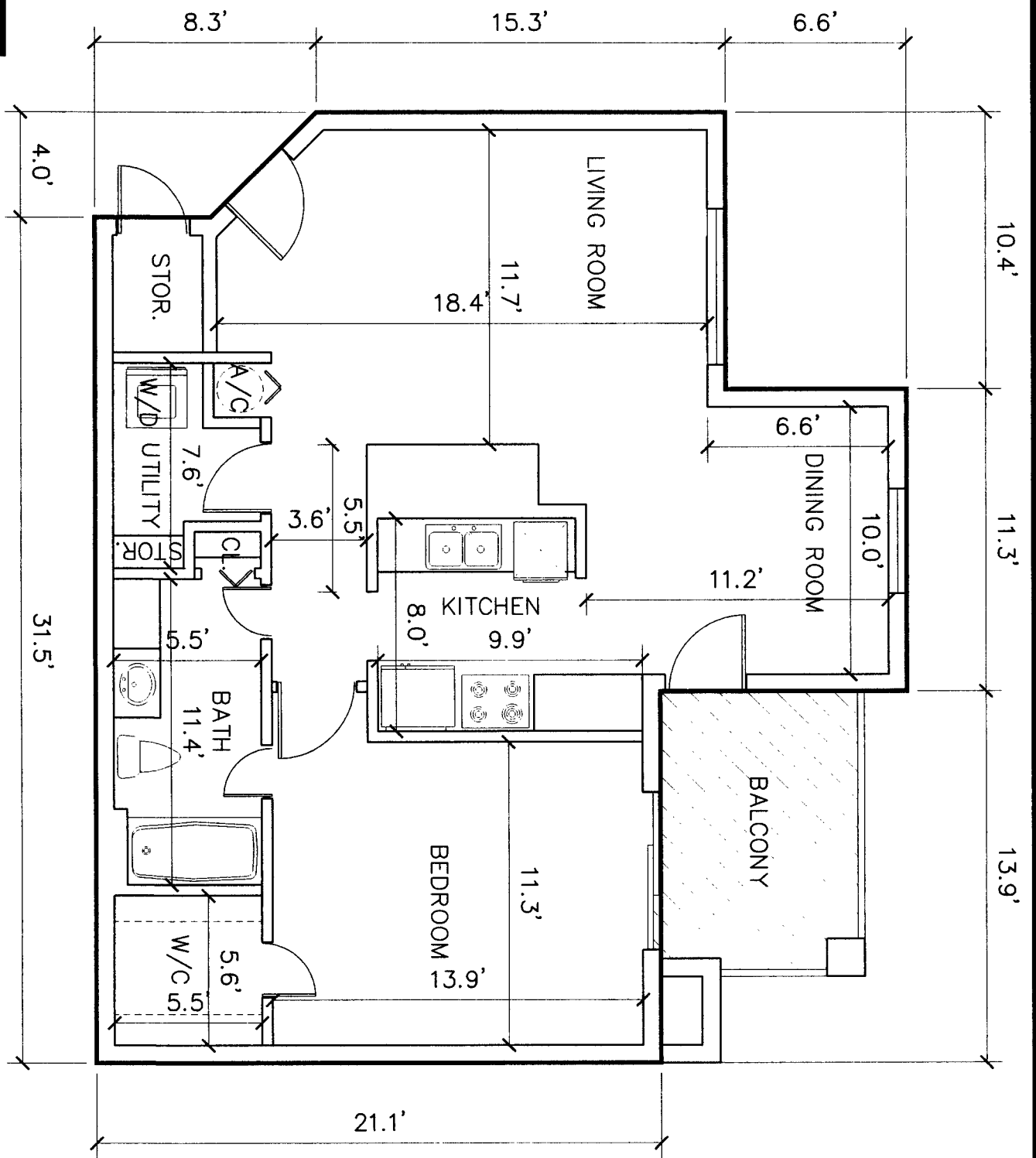
AREA: 674 S.F

UNIT TYPE A
1 BED / 1 BATH

J. BONFILL & ASSOCIATES, INC.
 ARCHITECTS-LAND SURVEYORS-PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
 PH: (305) 598-8383, FAX (305) 598-0023
 DATE: July 20th, 2005.



THE MADISON AT METROWEST, A CONDOMINIUM

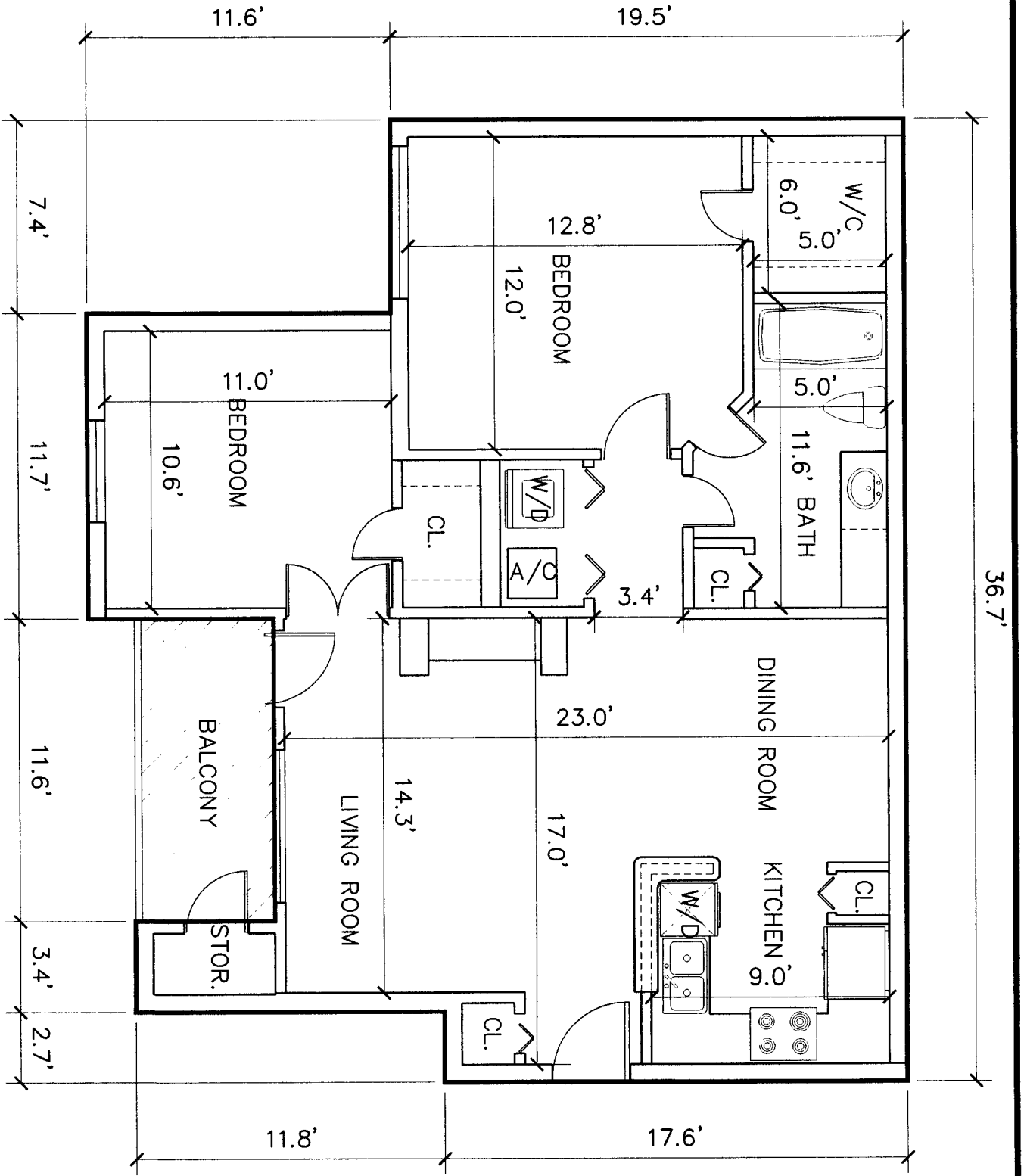
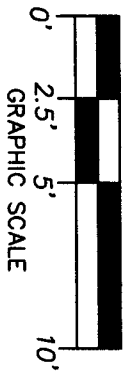


- LEGEND
- UNIT LIMIT
 - ▨ LIMITED COMMON ELEMENT

AREA: 852 S.F.

UNIT TYPE B
1 BED/1 BATH

J. BONFILL & ASSOCIATES, INC.
ARCHITECTS-LAND SURVEYORS-PLANNERS
9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
PH. (305) 598-8383, FAX (305) 598-0023
DATE: July 20th, 2005.

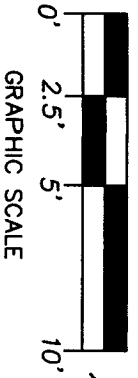


THE MADISON AT METROWEST, A CONDOMINIUM

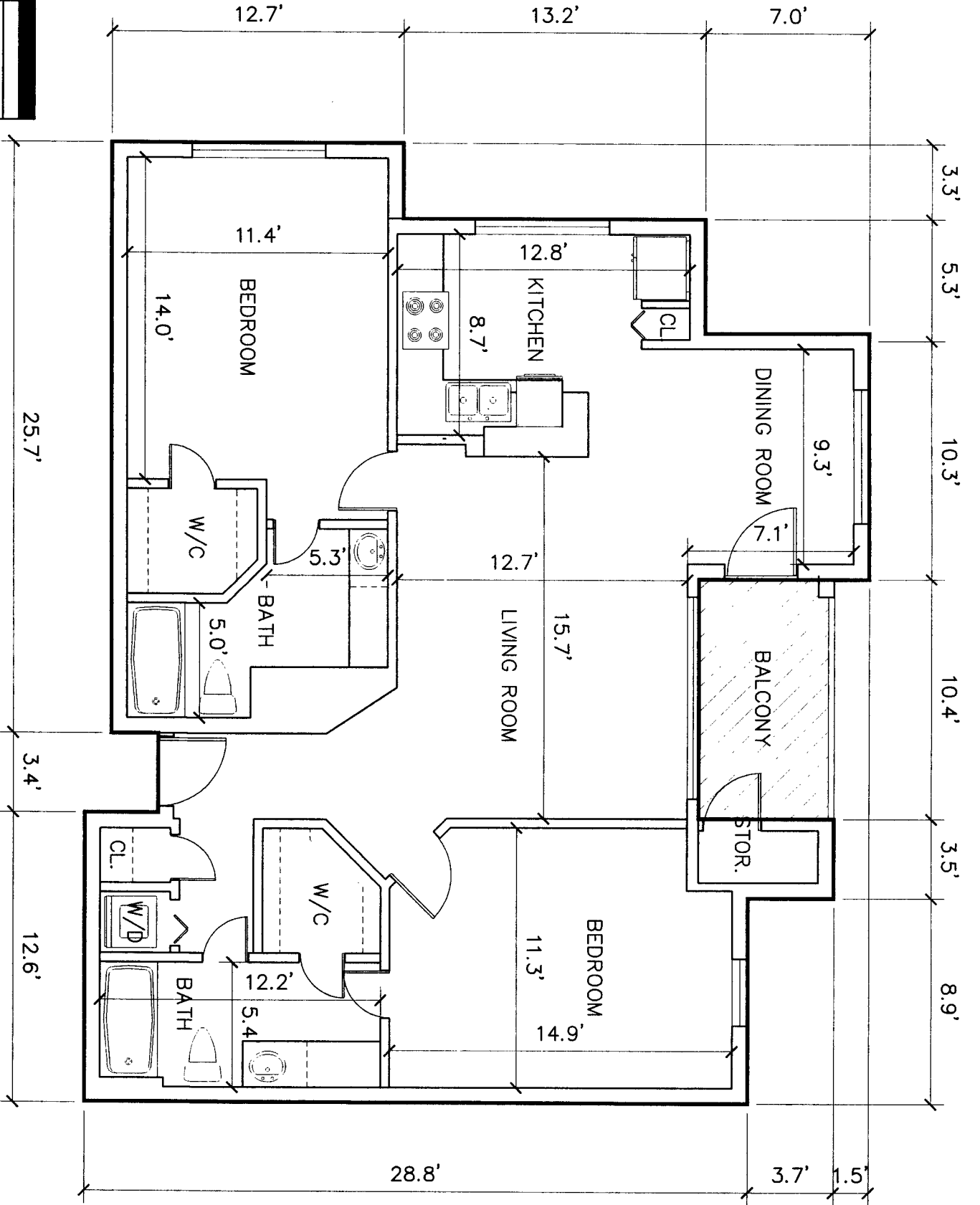
LEGEND
 — UNIT LIMIT
 ▨ LIMITED COMMON ELEMENT

AREA: 933 S.F
UNIT TYPE C
2 BED/1 BATH

J. BONFILL & ASSOCIATES, INC.
 ARCHITECTS-LAND SURVEYORS-PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
 PH: (305) 598-8383, FAX (305) 598-0023
 DATE: July 20th, 2005.



THE MADISON AT METROWEST, A CONDOMINIUM



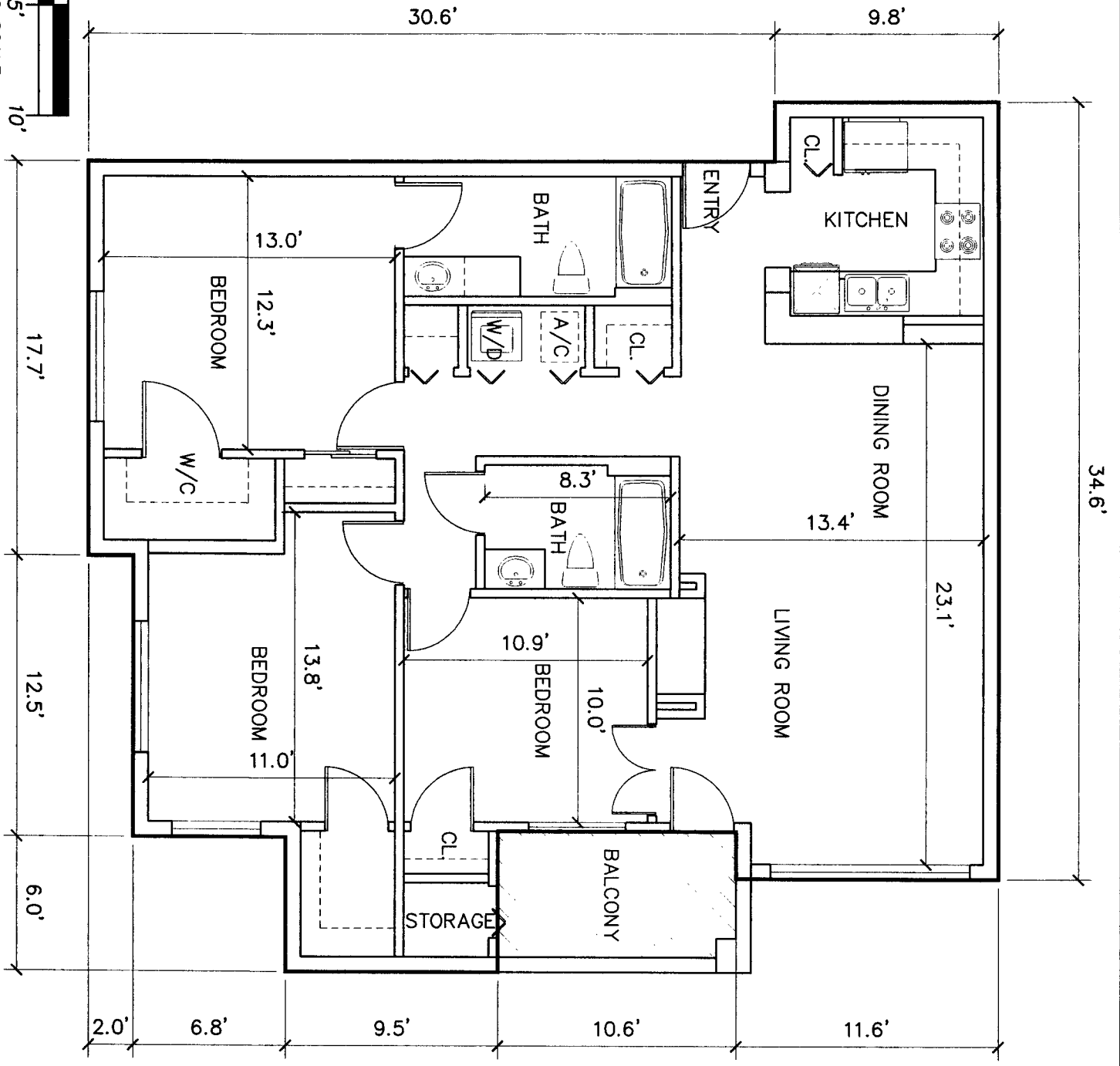
- LEGEND**
- UNIT LIMIT
 - LIMITED COMMON ELEMENT

AREA: 1150 S.F

UNIT TYPE D

2 BED/2 BATH

J. BONFILL & ASSOCIATES, INC.
 ARCHITECTS-LAND SURVEYORS-PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
 PH. (305) 598-8883, FAX (305) 598-0023
 DATE: July 20th, 2005.

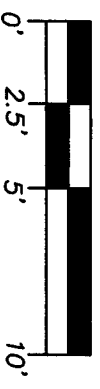


LEGEND
 — UNIT LIMIT
 ▨ LIMITED COMMON ELEMENT

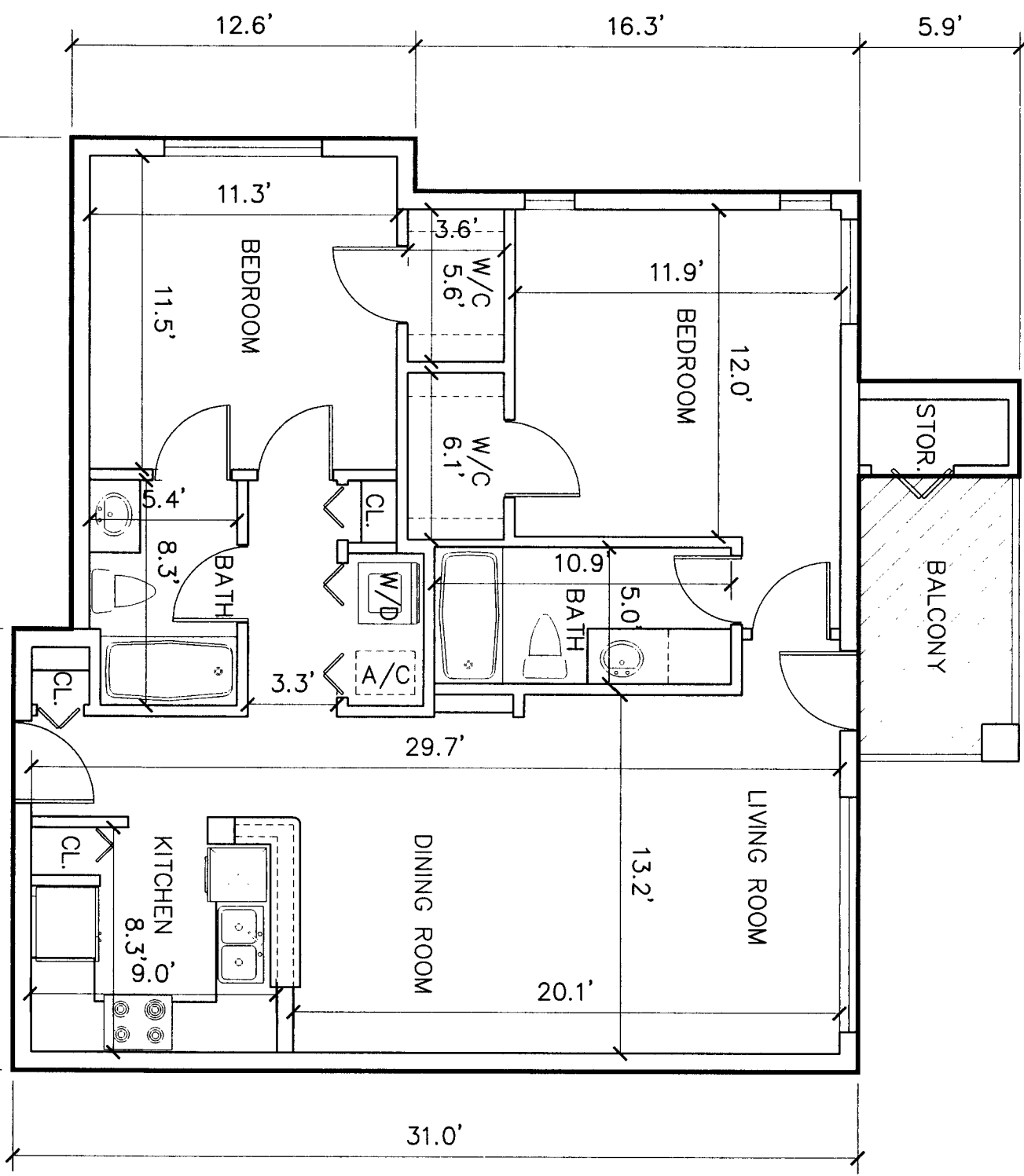
AREA: 1295 S.F.

**THE MADISON AT METROWEST,
 A CONDOMINIUM
 UNIT TYPE E
 3 BED/2 BATH**

J. BONFILL & ASSOCIATES, INC.
 ARCHITECTS-LAND SURVEYORS-PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
 PH. (305) 598-8383, FAX (305) 598-0023
 DATE: July 20th, 2005.



THE MADISON AT METROWEST, A CONDOMINIUM

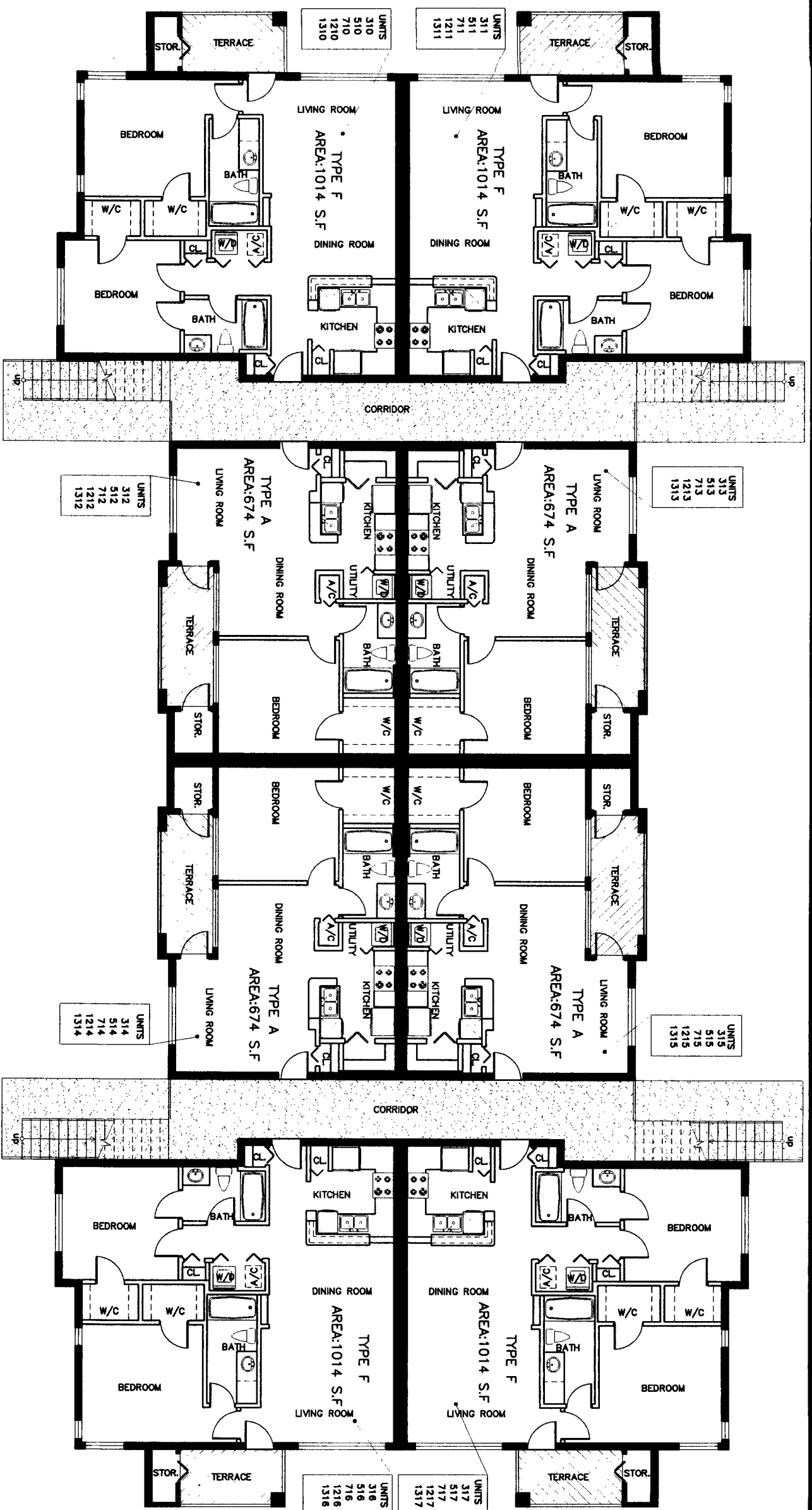


LEGEND
 — UNIT LIMIT
 ▨ LIMITED COMMON ELEMENT

AREA: 1014 S.F.

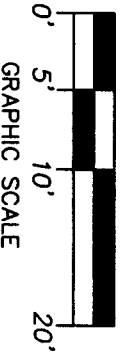
**UNIT TYPE F
 2 BED/2 BATH**

J. BONFILL & ASSOCIATES, INC.
 ARCHITECTS-LAND SURVEYORS-PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
 PH. (305) 598-8383, FAX (305) 598-0023
 DATE: July 20th, 2005.



LEGEND

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT



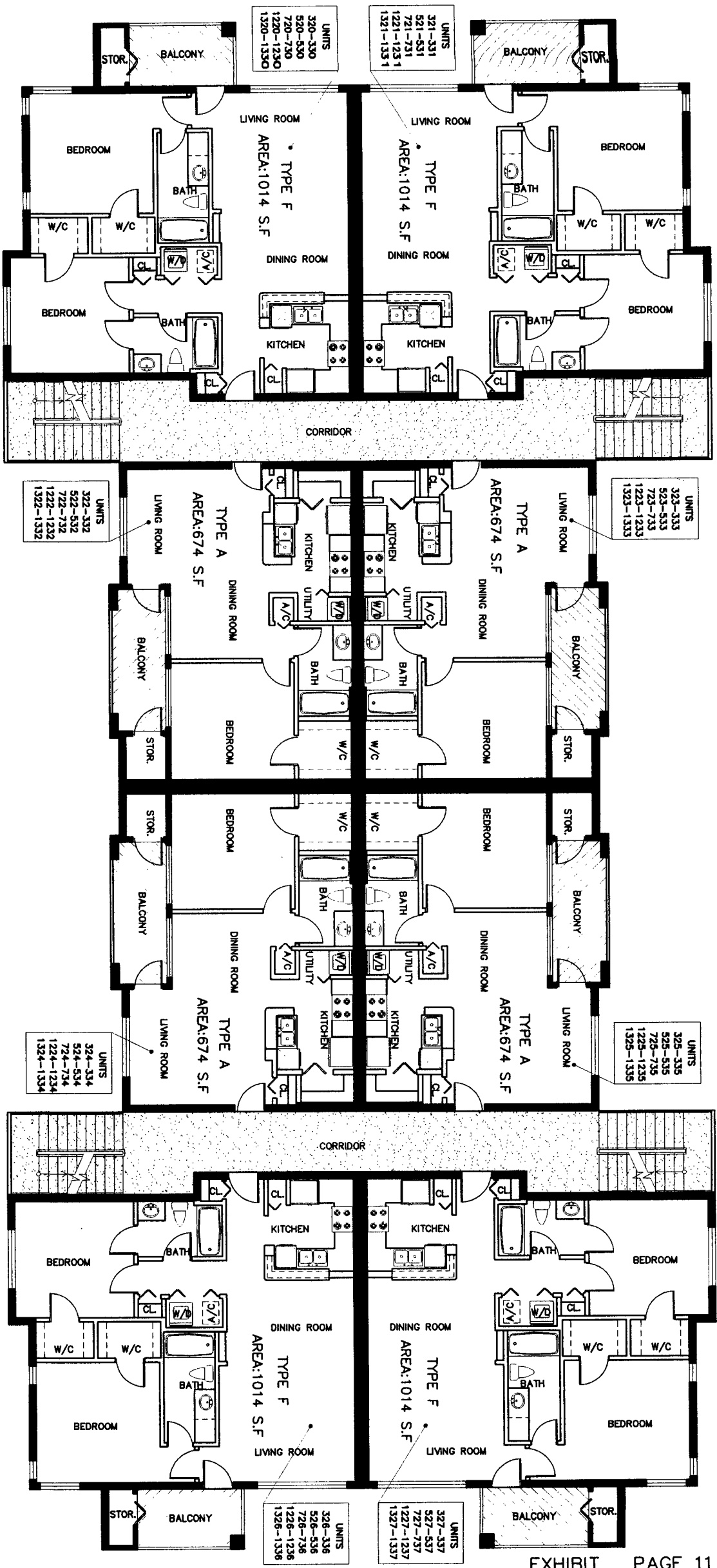
THE MADISON AT METROWEST, A CONDOMINIUM

BUILDING TYPE I

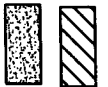
3(#2674),5(#2652),7(#2612),12(#2572),13(#2564)
FIRST FLOOR

J. BONFILL & ASSOCIATES, INC.

ARCHITECTS-LAND SURVEYORS-PLANNERS
9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
PH. (305) 598-8383, FAX (305) 598-0023
DATE: July 20th, 2005.



LEGEND

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT



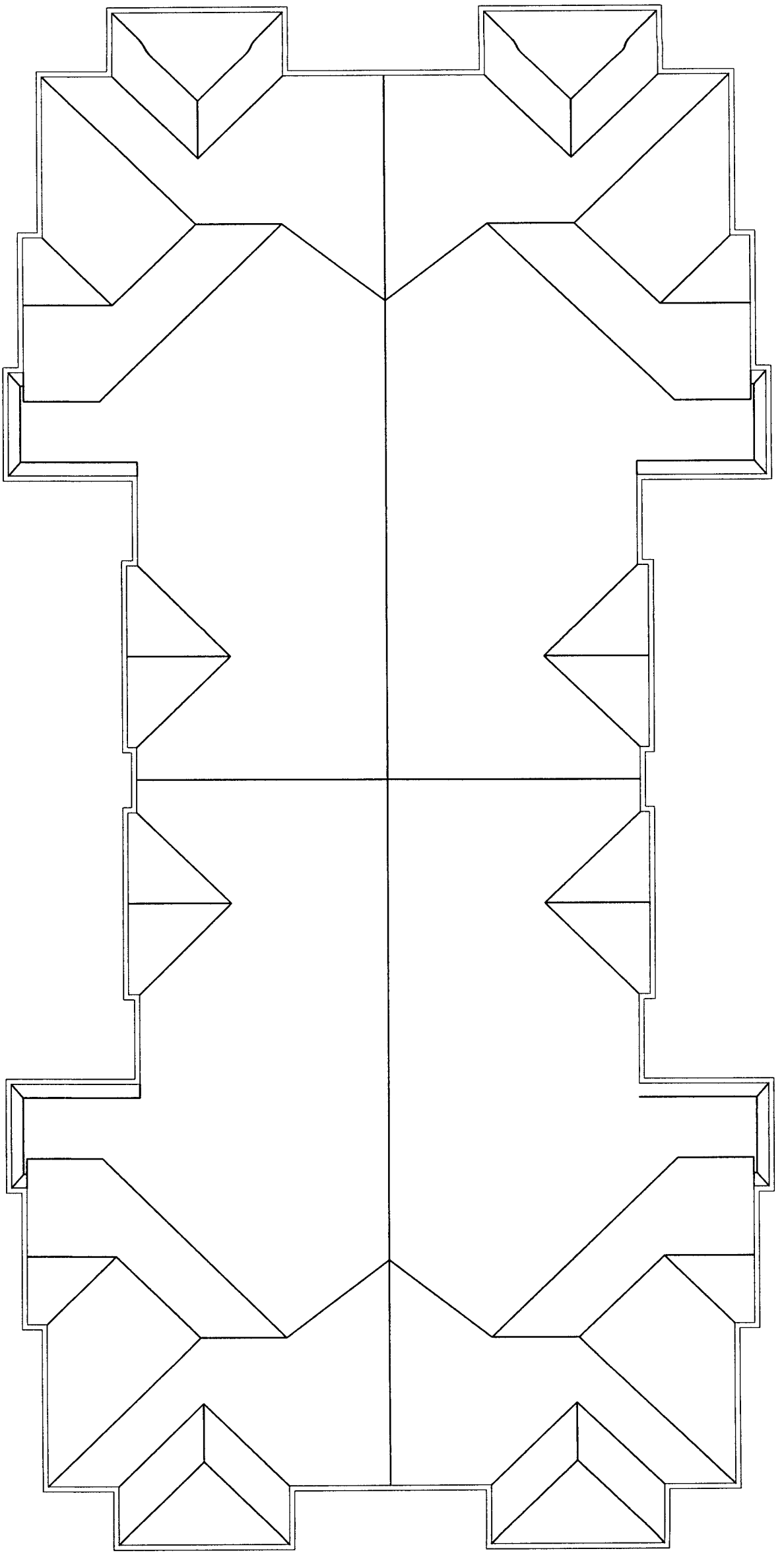
THE MADISON AT METROWEST, A CONDOMINIUM

BUILDING TYPE I

3 (#2674), 5 (#2652), 7 (#2612), 12 (#2572), 13 (#2564)
SECOND & THIRD FLOOR

J. BONFILL & ASSOCIATES, INC.

ARCHITECTS-LAND SUPERVISORS-PLANNERS
9860 S.W. 72nd STREET, MIAMI, FLORIDA 33173
PH. (305) 598-8383, FAX (305) 598-0023
DATE: July 20th, 2005.



THE MADISON AT METROWEST, A CONDOMINIUM

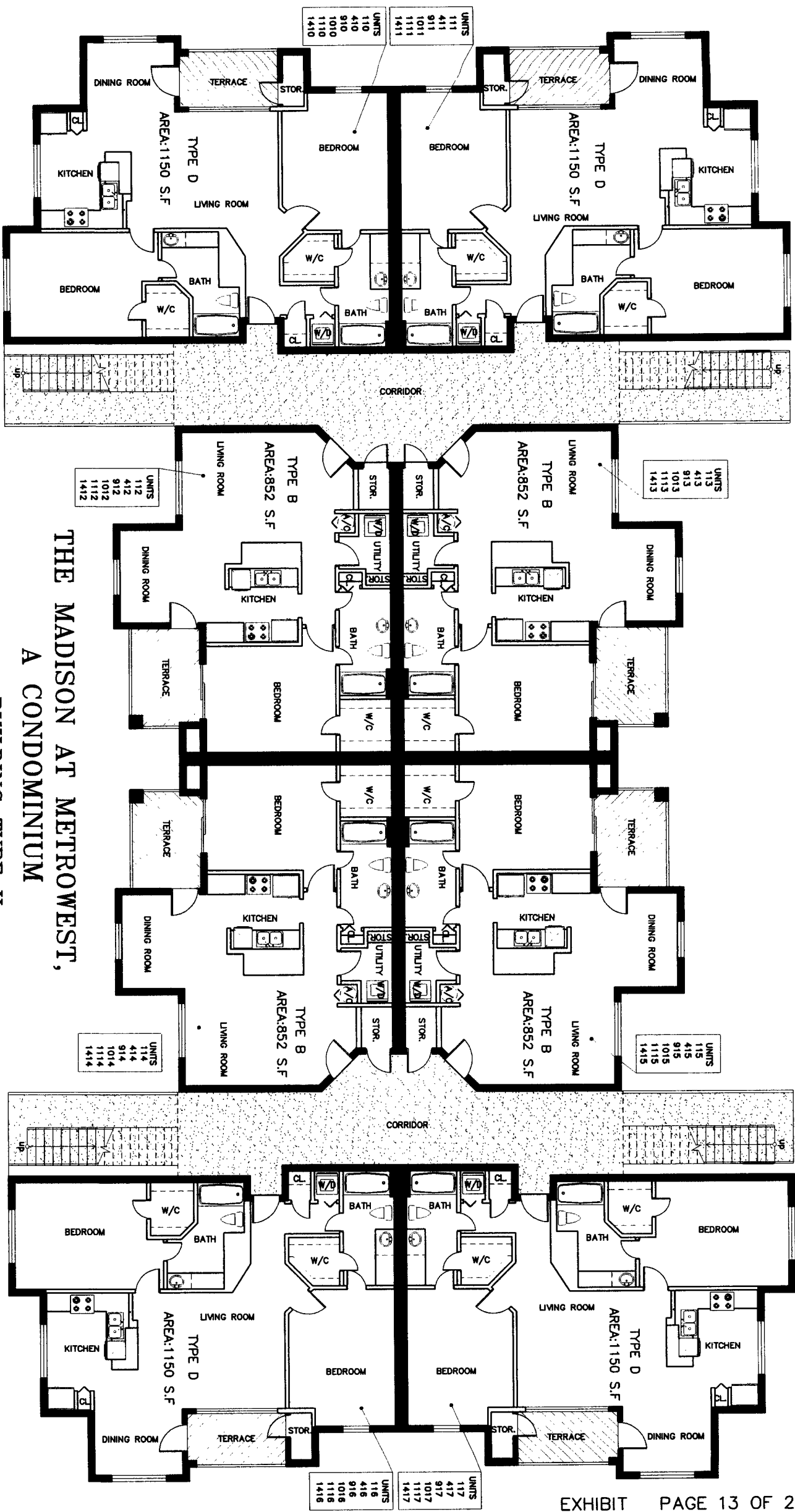
BUILDING TYPE I

3 (#2674), 5 (#2652), 7 (#2612), 12 (#2572), 13 (#2564)

ROOF PLAN

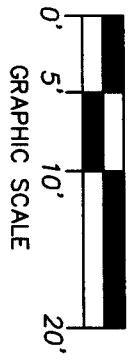
J. BONFILL & ASSOCIATES, INC.

ARCHITECTS-LAND SURVEYORS-PLANNERS
9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
PH. (305) 598-8383, FAX (305) 598-0023
DATE: July 20th, 2005.



LEGEND

-  LIMITED COMMON ELEMENT
-  COMMON ELEMENT



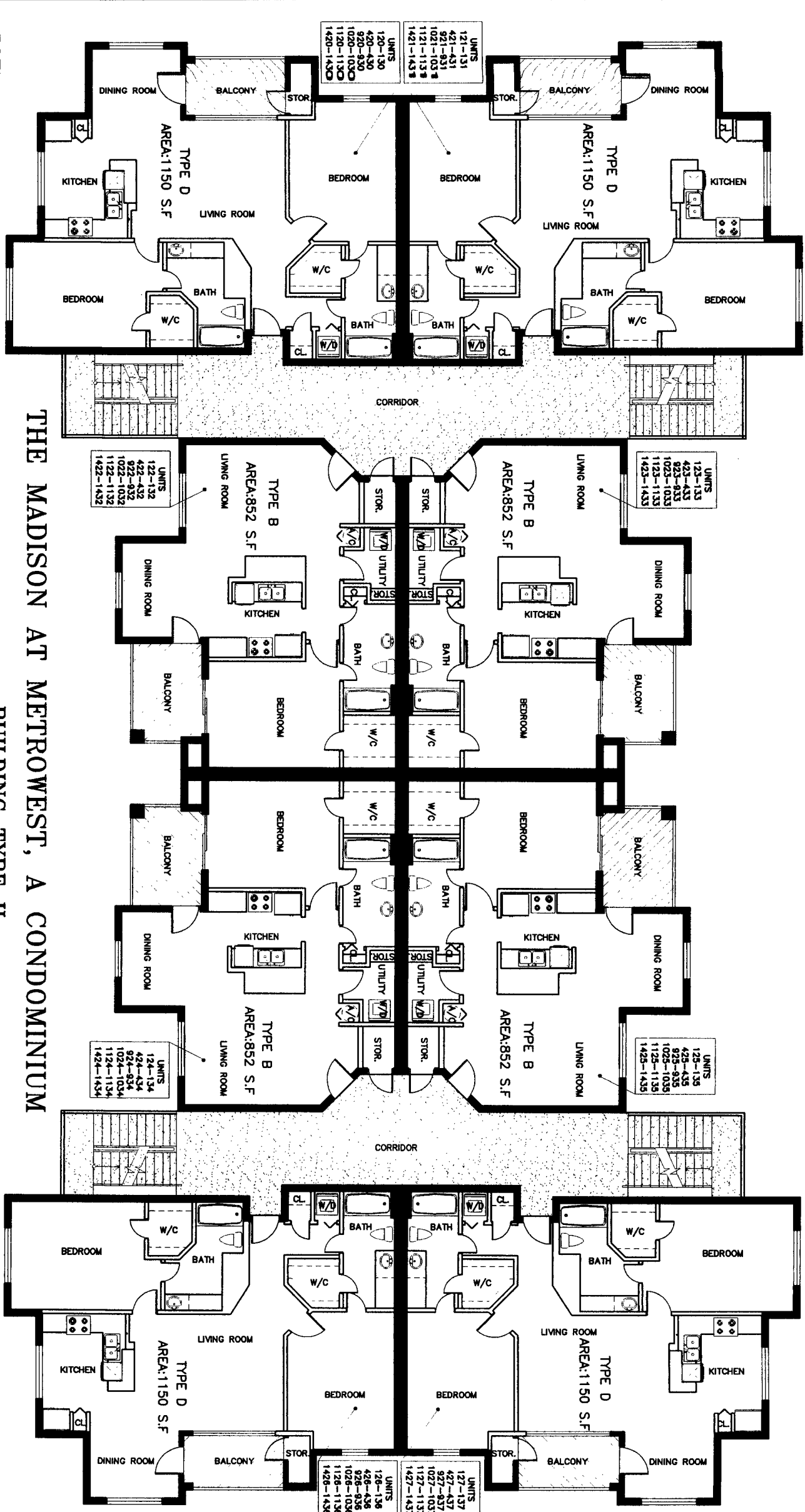
**THE MADISON AT METROWEST,
A CONDOMINIUM**

BUILDING TYPE II

- 1 (#2632), 4 (#2668), 9 (#2600),
- 10 (#2598), 11 (#2586), 14 (#2558)
- FIRST FLOOR**

J. BONFILL & ASSOCIATES, INC.

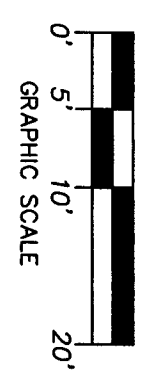
ARCHITECTS-LAND SURVEYORS-PLANNERS
9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
PH. (305) 598-8383, FAX (305) 598-0023
DATE: July 20th, 2005.



THE MADISON AT METTROWEST, A CONDOMINIUM
BUILDING TYPE II

LEGEND

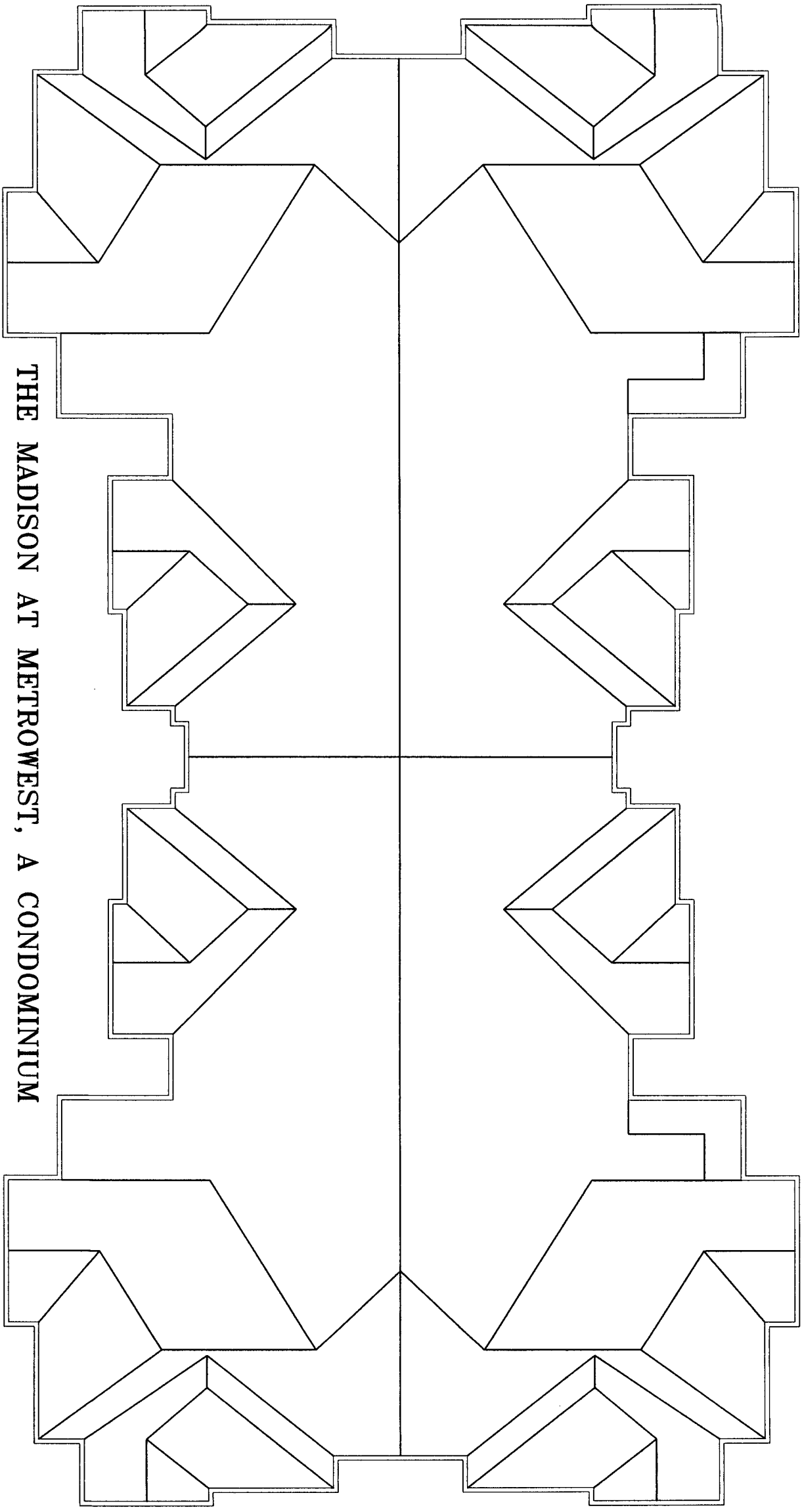
- LIMITED COMMON ELEMENT
- COMMON ELEMENT



SECOND & THIRD FLOOR

1 (#2632), 4 (#2668), 9 (#2600),
 10 (#2598), 11 (#2586), 14 (#2558)

J. BONFILL & ASSOCIATES, INC.
 ARCHITECTS-LAND SURVEYORS-PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
 PH. (305) 598-8383, FAX (305) 598-0023
 DATE: July 20th, 2005.



GRAPHIC SCALE

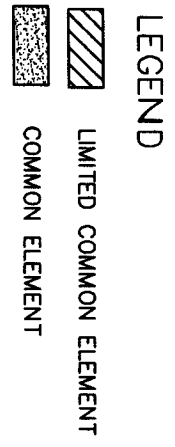
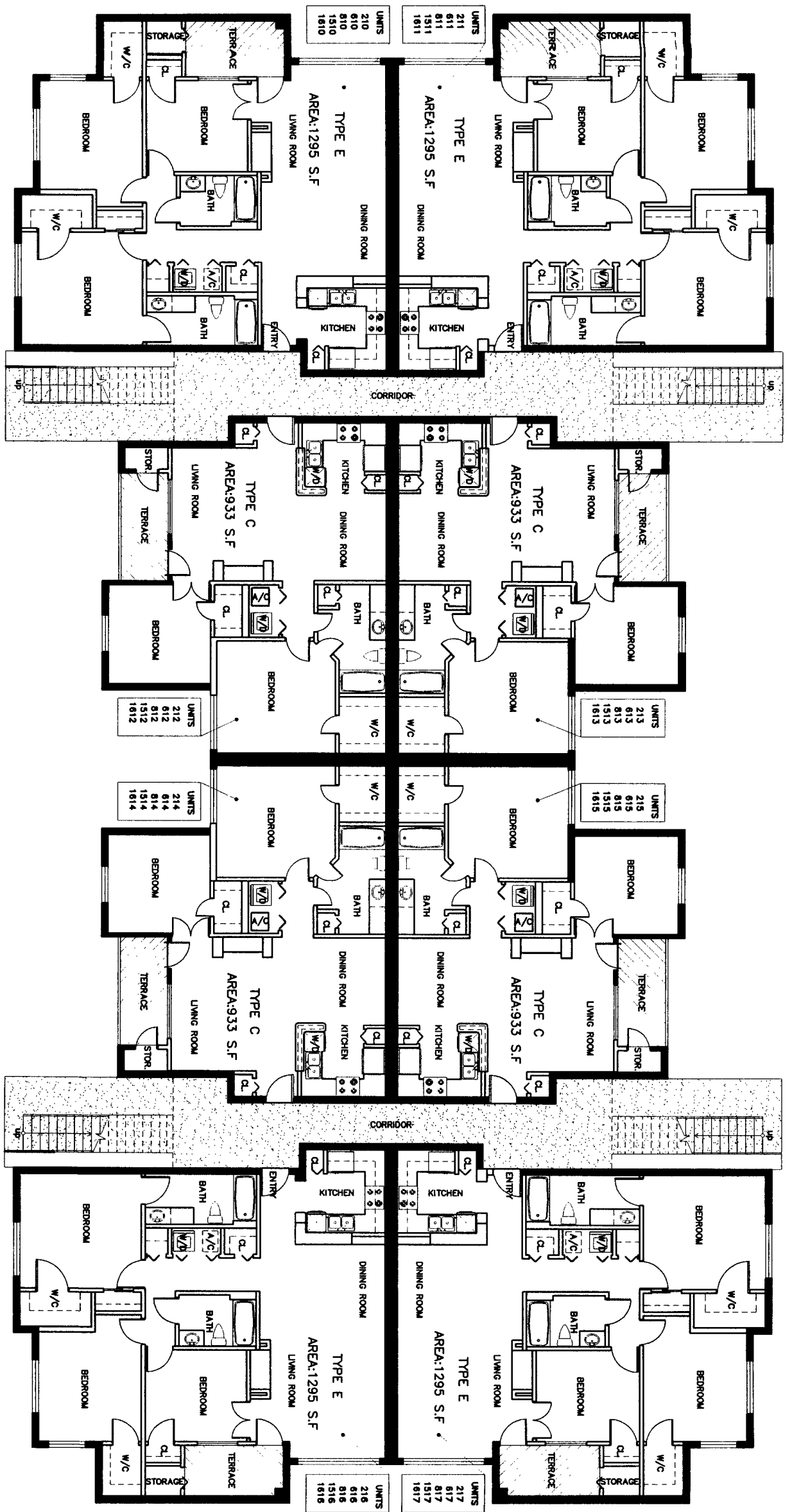
THE MADISON AT METROWEST, A CONDOMINIUM

BUILDING TYPE II

**1 (#2632), 4 (#2668), 9 (#2600),
10 (#2598), 11 (#2586), 14 (#2558)**

ROOF PLAN

J. BONFILL & ASSOCIATES, INC.
 ARCHITECTS-LAND SURVEYORS-PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
 PH: (305) 598-8383, FAX (305) 598-0023
 DATE: July 20th, 2005.

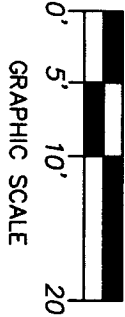
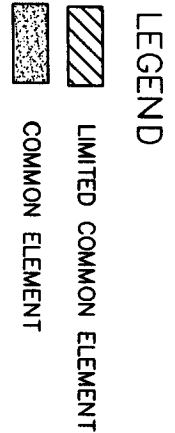
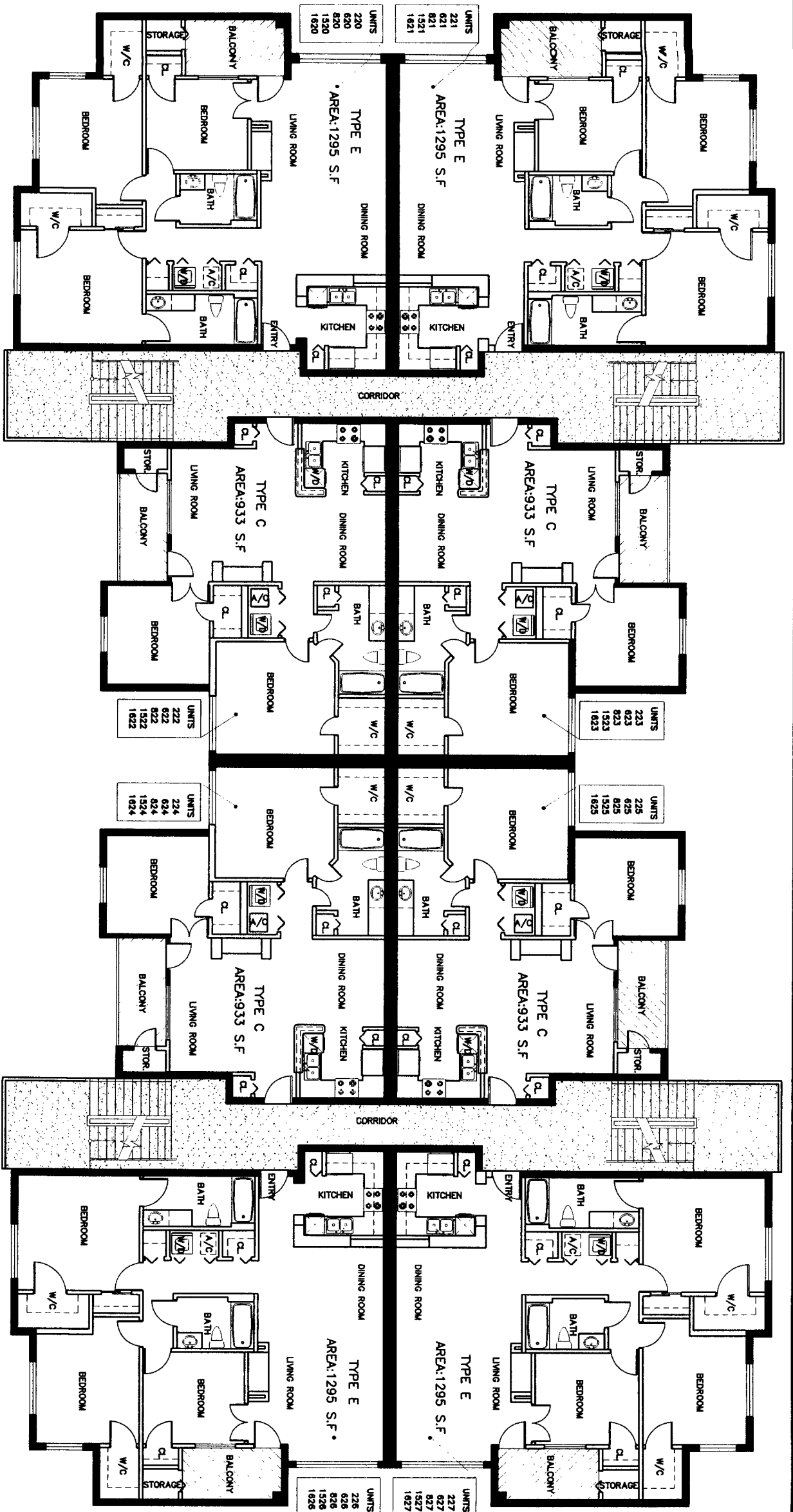


THE MADISON AT METROWEST, A CONDOMINIUM

BUILDING TYPE III

2(#2648),6(#2624),8(#2544),15(#2532),16(#2528)
FIRST FLOOR

J. BONFILL & ASSOCIATES, INC.
 ARCHITECTS-LAND SURVEYORS-PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
 PH. (305) 598-8383, FAX (305) 598-0023
 DATE: July 20th, 2005.



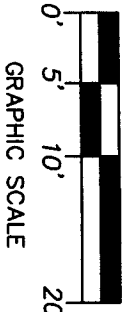
THE MADISON AT METROWEST, A CONDOMINIUM

BUILDING TYPE III

2(#2648),6(#2624),8(#2544),15(#2532),16(#2528)
SECOND FLOOR

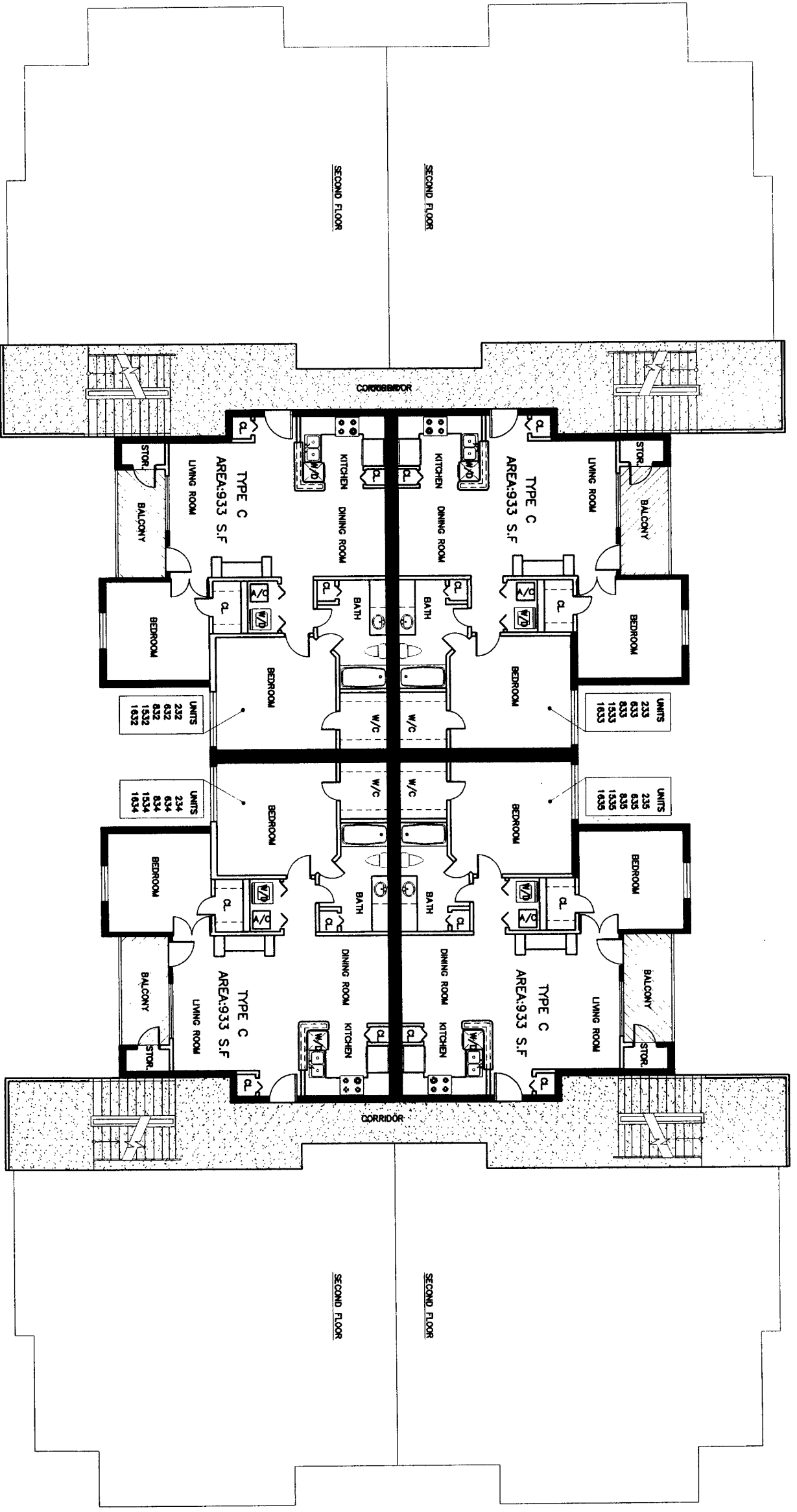
J. BONFILL & ASSOCIATES, INC.
ARCHITECTS-LAND SURVEYORS-PLANNERS
9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
PH. (305) 598-8383, FAX (305) 598-0023
DATE: July 20th, 2005.

LEGEND
 LIMITED COMMON ELEMENT
 COMMON ELEMENT

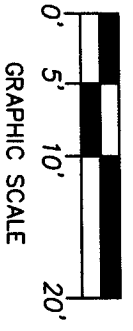
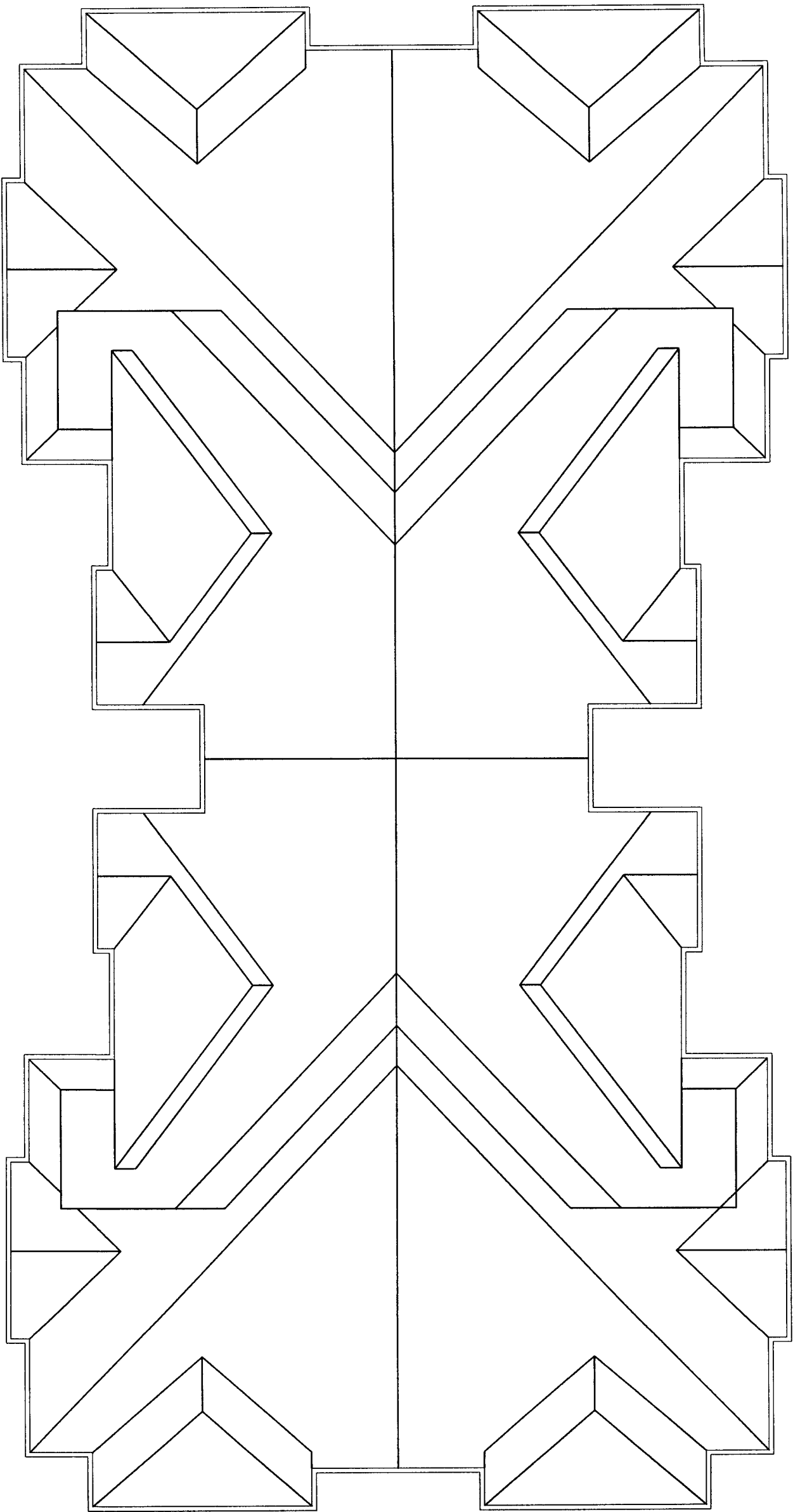


THE MADISON AT METROWEST, A CONDOMINIUM
BUILDING TYPE III
THIRD FLOOR

2(#2648), 6(#2624), 8(#2544), 15(#2532), 16(#2528)



J. BONFILL & ASSOCIATES, INC.
 ARCHITECTS-LAND SURVEYORS-PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
 PH. (305) 598-8983, FAX (305) 598-0023
 DATE: July 20th, 2005.

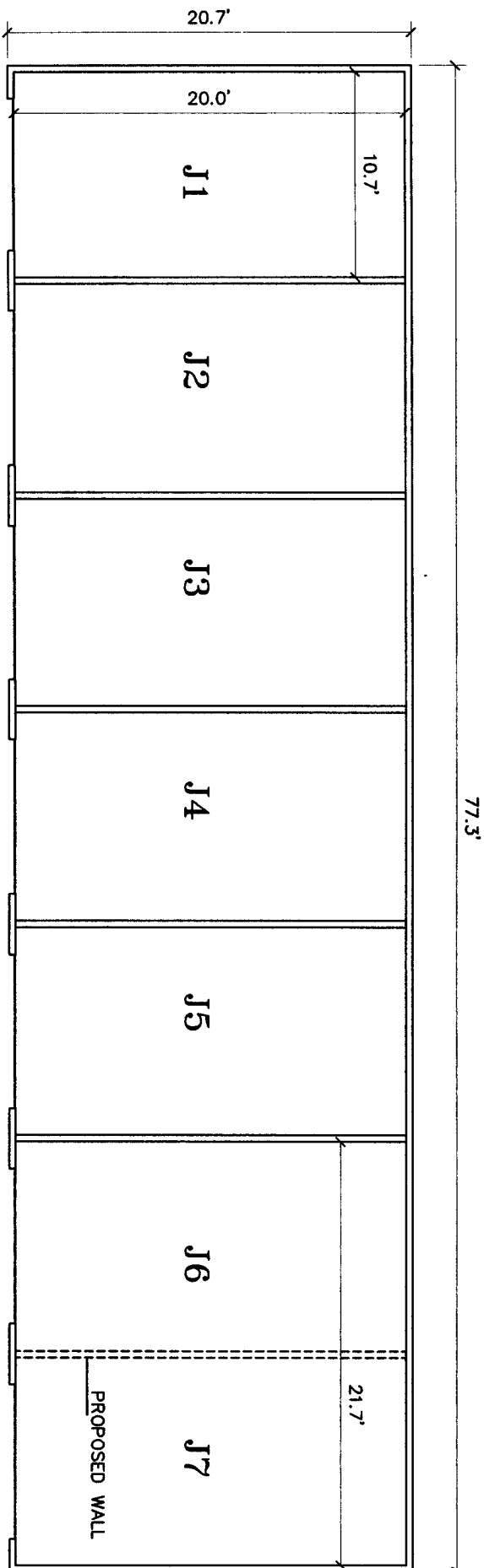


THE MADISON AT METROWEST, A CONDOMINIUM
BUILDING TYPE III
 2(#2648), 6(#2624), 8(#2544), 15(#2532), 16(#2528)
ROOF PLAN

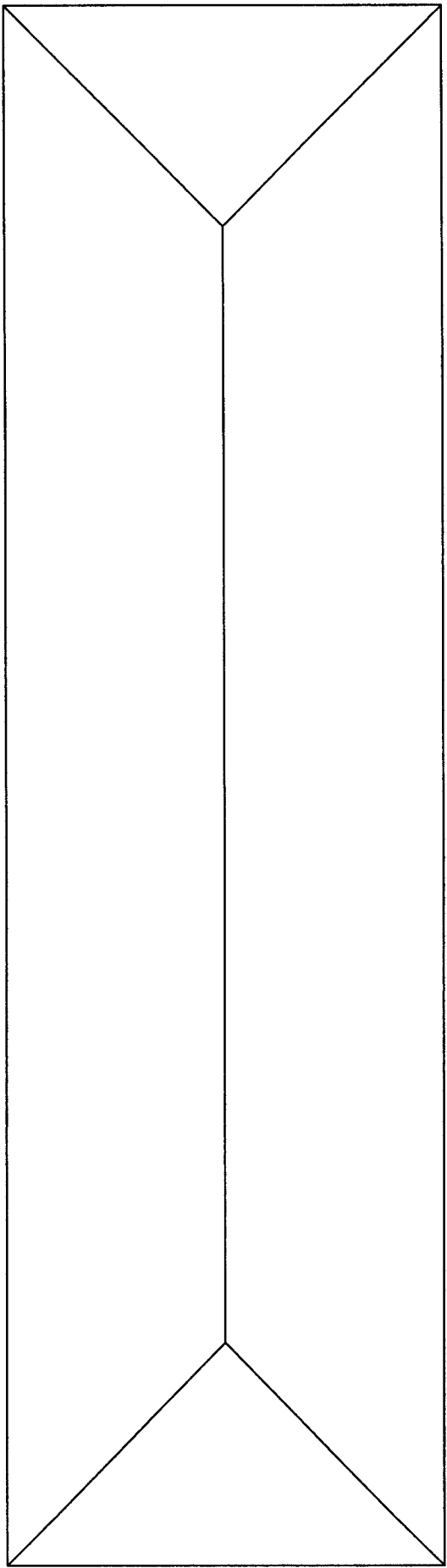
J. BONFILL & ASSOCIATES, INC.
 ARCHITECTS-LAND SURVEYORS-PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
 PH. (305) 598-8383, FAX (305) 598-0023
 DATE: July 20th, 2005.

THE MADISON AT METROWEST,
A CONDOMINIUM

GARAGE J
FIRST FLOOR



J. BONFILL & ASSOCIATES, INC.
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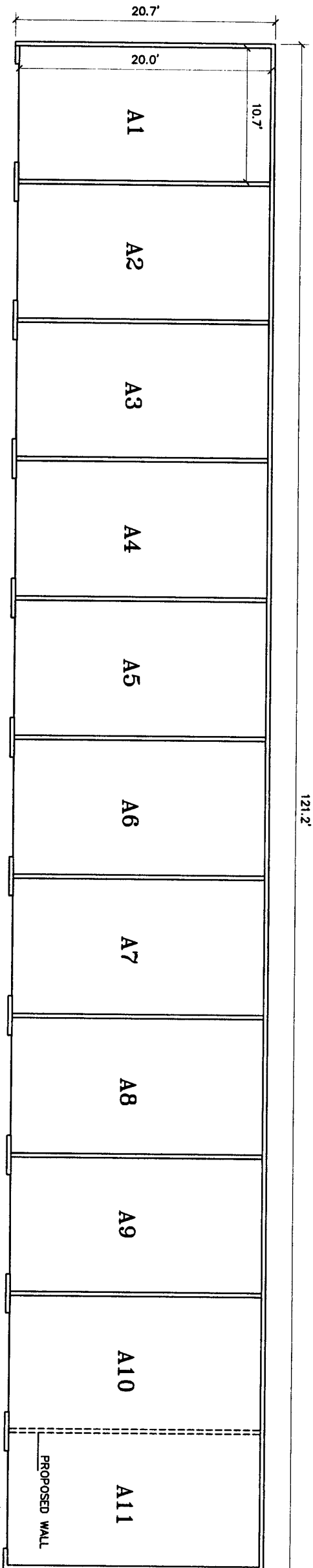


THE MADISON AT METROWEST,
A CONDOMINIUM

GARAGE J
ROOF LEVEL

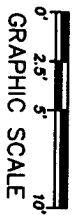


J. BONFILL & ASSOCIATES, INC.
ARCHITECTS-LAND SURVEYORS-PLANNERS
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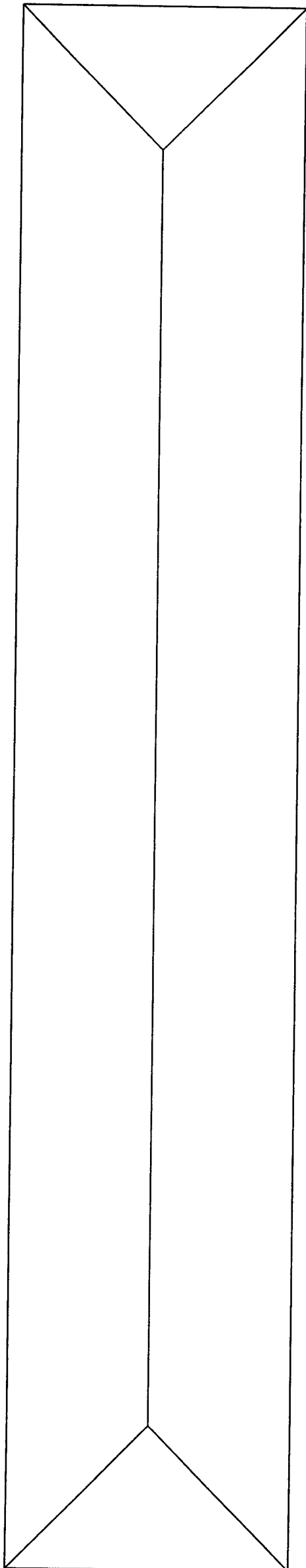


**THE MADISON AT METTROWEST,
A CONDOMINIUM**

**GARAGE A
FIRST FLOOR**



J. BONFILL & ASSOCIATES, INC.
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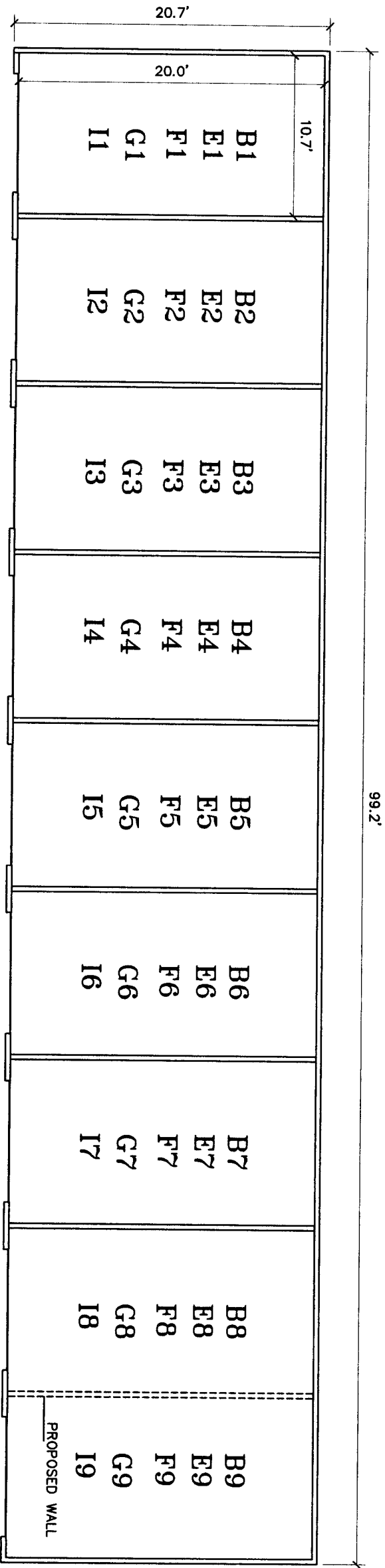
**THE MADISON AT METROWEST,
A CONDOMINIUM**

**GARAGE A
ROOF LEVEL**



GRAPHIC SCALE

J. BONFILL & ASSOCIATES, INC.
ARCHITECTS-LAND SURVEYORS-PLANNERS
9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
PH. (305) 598-8383, FAX (305) 598-0023
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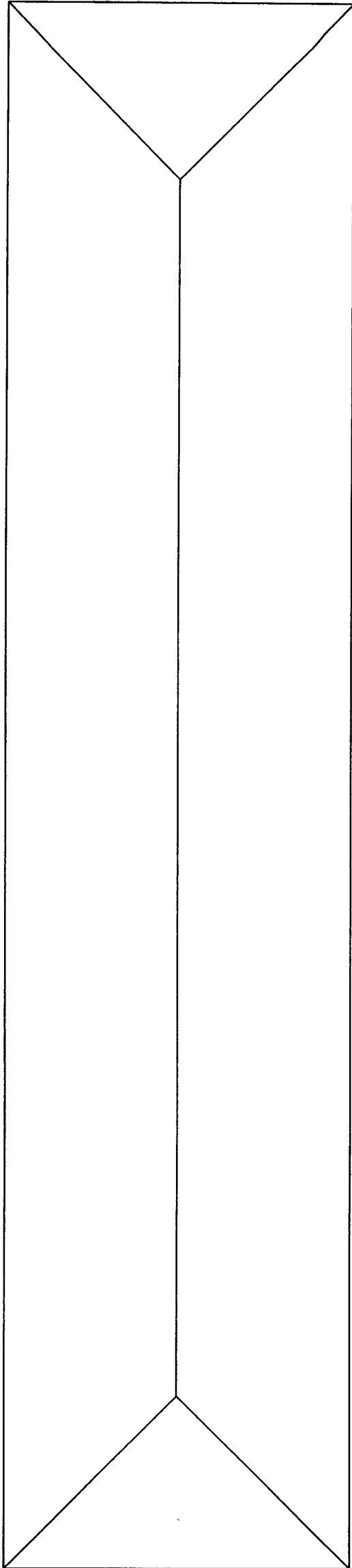


THE MADISON AT METROWEST,
A CONDOMINIUM

GARAGES B, E, F, G & I
FIRST FLOOR



J. BONFILL & ASSOCIATES, INC.
ARCHITECTS-LAND SURVEYORS-PLANNERS
9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
PH. (305) 598-8383, FAX (305) 598-0023
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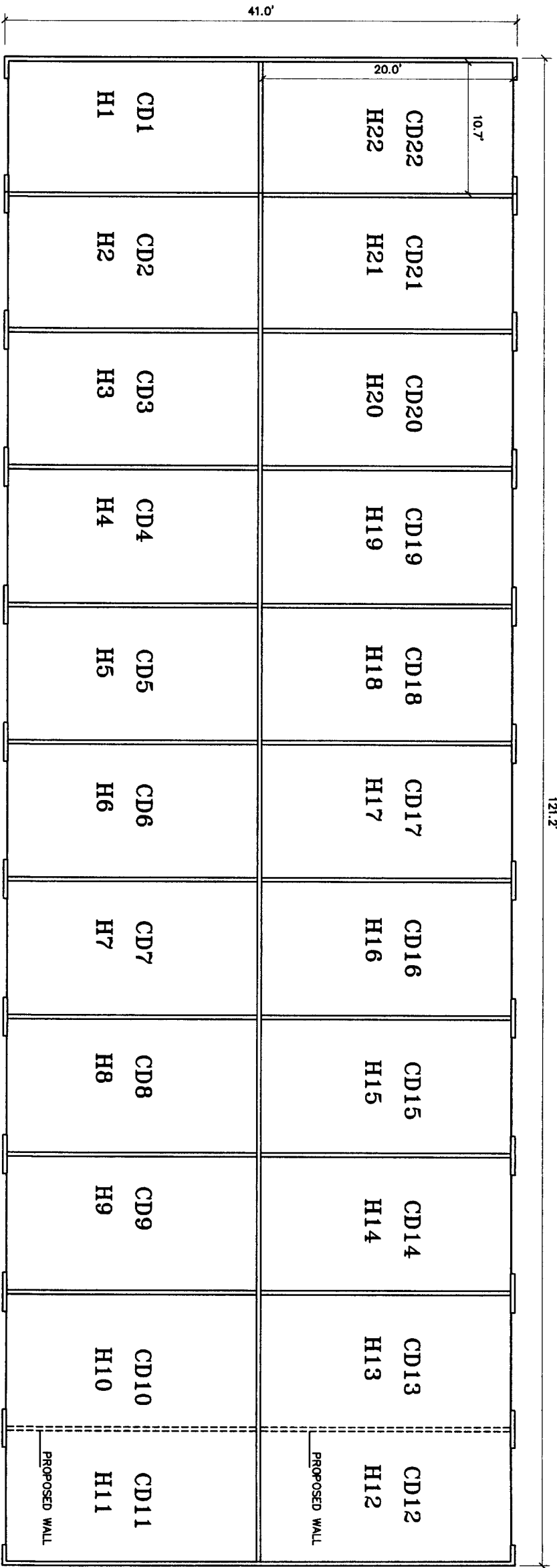
**THE MADISON AT METROWEST,
A CONDOMINIUM**

**GARAGES B,E,F,G & I
ROOF LEVEL**

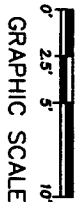


GRAPHIC SCALE

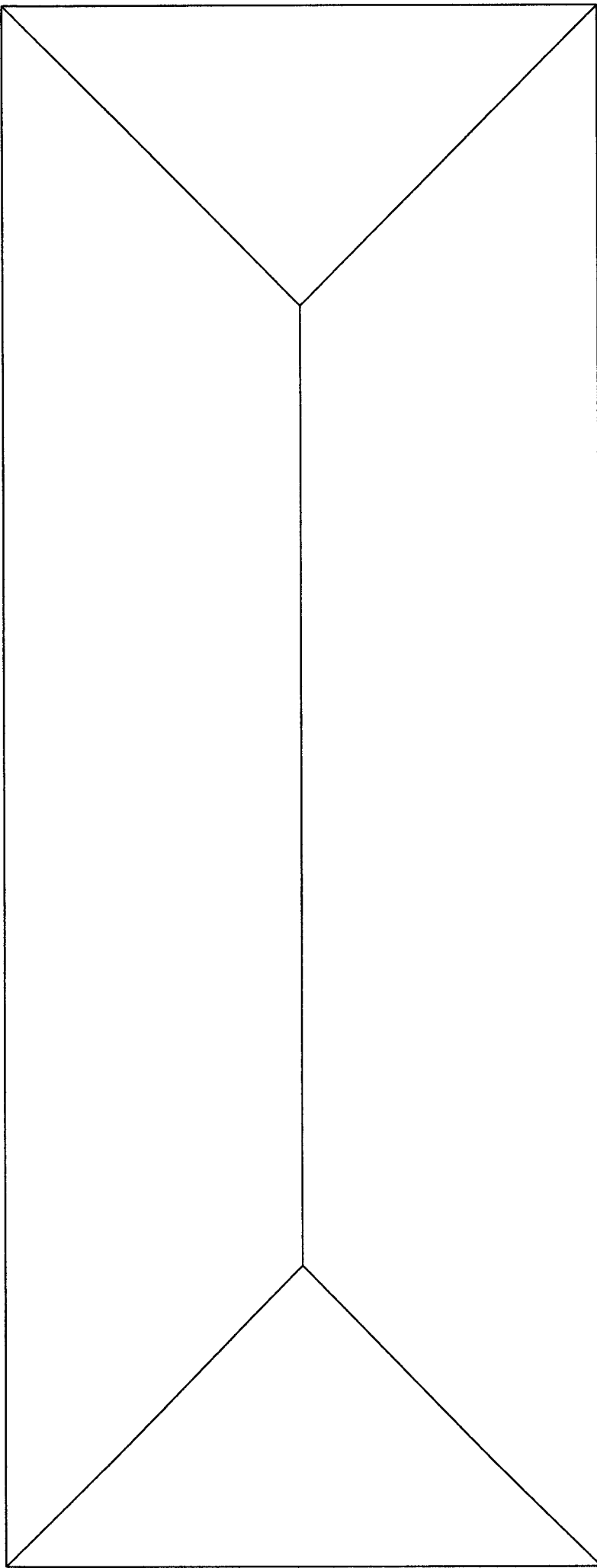
J. BONFILL & ASSOCIATES, INC.
ARCHITECTS-LAND SURVEYORS-PLANNERS
9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
PH. (305) 598-8383, FAX (305) 598-0023
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THE MADISON AT METTROWEST,
 A CONDOMINIUM
 GARAGES CD & H
 FIRST FLOOR



J. BONFILL & ASSOCIATES, INC.
 ARCHITECTS-LAND SURVEYORS-PLANNERS
 9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
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**THE MADISON AT METROWEST,
A CONDOMINIUM**

**GARAGES CD & H
ROOF LEVEL**



GRAPHIC SCALE

J. BONFILL & ASSOCIATES, INC.
ARCHITECTS-LAND SURVEYORS-PLANNERS
9360 S.W. 72nd STREET, MIAMI, FLORIDA 33173
PH. (305) 598-8383, FAX (305) 598-0023
DATE: July 20th, 2005.

EXHIBIT "3"

MADISON AT METROWEST, A CONDOMINIUM

Schedule of Percentage Shares of Ownership of Common Elements,
Common Surplus and Sharing of Common Expenses and Developer Guarantee

THE MADISON AT METROWEST

Schedule of Percentage Shares of Ownership of Common Elements,
Common Surplus and Sharing of Common Expenses

Unit Type	% Share		Number By Type		%
"A"	0.190824570	X	60	=	11.44947420
"B"	0.241220380	X	72	=	17.36786736
"C"	0.264153300	X	60	=	15.84919800
"D"	0.325590880	X	72	=	23.44254336
"E"	0.366643597	X	40	=	14.66574388
"F"	0.287086220	X	60	=	17.22517320
Total			364		100.00000%

Unit Type	Monthly Assessment	Maximum Developers Guarantee of Assessment
"A"	\$150.15	\$1,801.82
"B"	\$189.81	\$2,277.68
"C"	\$207.85	\$2,494.21
"D"	\$256.19	\$3,074.33
"E"	\$288.50	\$3,461.96
"F"	\$225.90	\$2,710.75