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**DECLARATION OF COVENANTS,  
EASEMENTS & RESTRICTIONS  
FOR  
VERANDA PARK**

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THIS DECLARATION WAS RECORDED PREVIOUSLY IN OFFICIAL RECORDS BOOK 6983, PAGE 4344, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, AND INADVERTENTLY DID NOT CONTAIN THE EXECUTION OF THE DECLARANT ON PAGE 62. THIS DECLARATION IS BEING RE-RECORDED WITH THE EXECUTION OF THE DECLARANT ON PAGE 62 AND JOINDERS ADDED FOR VP 100, LLC AND SUNTRUST BANK.

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SCHEDULE OF JOINDERS

1. Joinder of Leslie, L.L.C. (Master Developer)
2. Joinder of MetroWest Master Association, Inc. (Master Association)
3. Joinder of SunTrust Bank (Mortgagee)

SCHEDULE OF EXHIBITS

Exhibit "A": The Property

**INSTR 20030369227**

**OR BK 06983 PG 4350**

**INSTR 20030429859**

**OR BK 07027 PG 4084**

Exhibit "B": Initial Plat

Exhibit "C": Association Articles of Incorporation

Exhibit "D": Association By-Laws

**DECLARATION OF COVENANTS, EASEMENTS & RESTRICTIONS  
FOR  
VERANDA PARK**

**THIS DECLARATION** is made this \_\_\_\_ day of \_\_\_\_\_, 2003 (the "Effective Date") by **WESTPOINTE L.L.C.**, a Florida limited liability company, whose address is 1701 Park Center Drive, Orlando, Florida 32835 (the "Declarant").

**WHEREAS** Declarant owns certain real property located in Orange County, Florida, which is more particularly described in Exhibit "A" to this Declaration (the "Property"), on which a mixed-use commercial, office and residential complex to be known as "Veranda Park" is anticipated to be constructed; and

**WHEREAS** the owners of any portions of the Property other than Declarant, are joining into this Declaration for the purpose of encumbering its portion of the Property as described herein; and

**WHEREAS** in furtherance of this development plan Declarant will initially divide the Property for ownership and use purposes, into multiple Parcels and Tracts including the "Residential Condominiums," the "Office Condominiums," the "Commercial Parcels" and the Common Area Tracts as further defined and described below; and

**WHEREAS** Declarant also deems it advisable that the Residential Condominiums and Office Condominiums be submitted to the condominium form of ownership and use, with sales of individual Units in fee simple, with Declarant, its affiliates or other parties holding ownership of Commercial Parcel(s) and leasing commercial space to individual businesses or professionals, reserving to Declarant the right, but not the obligation, to make subsequent changes in the ownership and use of part or all of the Commercial Parcels, such as by subdivision of the Commercial Parcels into smaller parcels, or by submitting part of any Commercial Parcel(s) to the condominium form of ownership; and

**WHEREAS** Declarant deems it to be in the mutual best interests of future owner(s) of the Commercial Parcels, Office Condominium Units and Residential Condominium Units to provide for protecting property values, contributing to the general safety and welfare of the residents, and maintaining and preserving the character, quality, and appearance of Veranda Park, with particular emphasis upon high standards for building maintenance, keeping up the appearance of the lobbies, walkways, elevators, parking facilities, entries and other public areas serving or located within or outside of the buildings; and to these ends desires to subject the entire development to the affirmative covenants, conditions, restrictions, and other provisions of this Declaration; and

**WHEREAS** Declarant desires to establish certain rights, duties, easements, appurtenances, interests and benefits applicable to the owners of the Commercial Parcels, Office Condominiums and Residential Condominiums;

**NOW THEREFORE**, in consideration of the premises, and the mutual promises, undertakings, and covenants of the parties herein set forth, Declarant, and any other person who joins in the execution of or consents to this Declaration, hereby declares that the land described



in Exhibit "A" and all the improvements on said land are and shall be owned, used, and conveyed subject to the easements, covenants, conditions, restrictions, and all other provisions of this Declaration, as it is lawfully amended from time to time, which shall run with the land and be binding on all persons having any right, title or interest in the land, or any part thereof, and their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof.

## ARTICLE 1. DEFINITIONS

Certain words and phrases are used in this Declaration and its recorded Exhibits with the meanings specified in this Section, unless the context clearly indicates that another meaning was intended.

1.1 "**ARC**" means the Architectural Review Committee of the Association, as further described in Article 12 below.

1.2 "**Areas of Common Responsibility**" means any real property, not included within the Property, which is to be maintained by the Association. Areas of Common Responsibility may include, but are not limited to, landscaped areas located in public rights of way adjacent to the Property.

1.3 "**Assessment**" means any charges which may be levied by the Association from time to time against one or more of the Parcels as further provided in Article 6 of this Declaration.

1.4 "**Association**" means the Veranda Park Commercial Property Owners Association, Inc., a not-for-profit Florida corporation, its successors and assigns.

1.5 "**Board**" means the Board of Directors of the Association.

1.6 "**Building Plans**" means the plans and specifications for the Buildings and other improvements, whether located in any Lot or Common Area, as they may be changed from time to time to reflect changes made during the course of construction, or to reflect permissible alterations made pursuant to this Declaration. Upon completion of construction of each Building, the Building Plans, including those turned over to the Condominium Associations pursuant to the Condominium Act, shall be certified by the supervising architect or general contractor as "as-built" plans, and a certified copy of such shall be provided to the Association.

1.7 "**Building**" means each structure constructed on a Lot and all appurtenant improvements. A "Building" shall be deemed a single Building hereunder even though a portion thereof comprises a Condominium and/or a Parking Garage.

1.8 "**CDD**" means a Community Development District, which is a unit of special purpose government established pursuant to the provisions of Chapter 190, Florida Statutes.

1.9 "**City**" means the City of Orlando, a political subdivision of the State of Florida, specifically including each and all of its departments and agencies.

1.10 "**Commercial Owner**" means the persons, corporations, partnerships, joint ventures, trusts or other entity or entities who from time to time may own record legal title to the Commercial Parcel(s). If more than one person or entity owns any Commercial Parcel, those persons and/or entities shall be deemed collectively to be the Commercial Owner, and in such event the Commercial Owner shall act by and through the person or entity designated by persons or entities collectively holding a majority (greater than 50%) ownership interest in the Parcel.

1.11 "**Commercial Parcel**" means each Lot within the Property, initially including (but not limited to) Lots 1 through 6 as described on the Initial Plat, together with all improvements now or hereafter located thereon, less and except any Condominium and any Parking Garage located on the Lot.

1.12 "**Common Area(s)**" means all real and personal property rights and interests from time to time owned or held by the Association, including but not limited to real property owned in fee simple and the benefits of all easements and other rights in favor of the Association and its Members established by this Declaration, any amendment hereto, any Supplemental Declaration or any other instrument. The Common Areas include, but are not limited to, the Streets and Tracts A through F as described on the Initial Plat.

1.13 "**Condominium Act**" means Chapter 718, Florida Statutes.

1.14 "**Condominium Association**" means each Residential Condominium Association and Office Condominium Association.

1.15 "**Condominium Developer**" means the party designated as the Developer in any Declaration of Condominium encumbering any portion of the Property.

1.16 "**Condominiums**" means the Residential Condominiums and the Office Condominiums.

1.17 "**County**" means Orange County, Florida.

1.18 "**Declaration**" or "**Declaration of Covenants**" means this document, as amended or supplemented from time to time.

1.19 "**Declaration of Condominium**" means each Declaration of Condominium recorded as to a portion of the Property for the purpose of submitting a Residential Condominium or Office Condominium to the condominium form of ownership, either for residential or office use.

1.20 "**Declarant**" means Westpointe L.L.C., a Florida limited liability company, and any successor or assignee of the rights and obligations of Declarant under this Declaration pursuant to an assignment recorded in the Public Records of Orange County, Florida. Declarant may assign all or a portion of its rights hereunder, or all or a portion of such rights as such relate to specified portions of the Property. In the event of such a partial assignment the assignee shall not be deemed Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such partial assignment may be made on a nonexclusive basis.

1.21 "**Initial Plat**" means the Plat of Veranda Park, as recorded in Plat Book 53, Pages 26 through 30 of the Public Records of Orange County, Florida, a copy of which is attached hereto as Exhibit "B".

1.22 "**Limited Common Area**" means those Common Areas, the use of which is reserved for the use of certain Owners, Unit Owners and/or Occupants to the exclusion of the others as specified in this Declaration, or as hereafter specified by the Association pursuant to this Declaration. References herein to Common Area also shall include all Limited Common Areas unless the context would prohibit or it is otherwise expressly provided.

1.23 "**Lot**" means a subdivided lot as shown on any Plat, including but not limited to the Initial Plat.

1.24 "**Manager**" means any professional manager retained under a management agreement with the Association to assist the Association in fulfilling or carrying out any of the duties, powers or functions of the Association to operate and maintain the Common Areas and/or to perform its other duties hereunder.

1.25 "**Master Association**" means the MetroWest Master Association, Inc., a Florida not-for-profit corporation and its successors and assigns, formed pursuant to the Master Declaration.

1.26 "**Master Declaration**" means the Master Declaration of Protective Covenants and Restrictions for MetroWest made by the Master Developer, recorded in Official Records Book 3759, Page 2756 of the Public Records of Orange County, Florida.

1.27 "**Master Developer**" means the Developer as defined in the Master Declaration, as such designation is made and assigned from time to time.

1.28 "**Member**" means each person or entity deemed to be a Member of the Association in accordance with Section 4.1 hereof.

1.29 "**Mortgagee**" means the holder of a first mortgage as security for repayment of a loan encumbering all or part of a Parcel or Unit.

1.30 "**Occupant**" means any person or entity (other than the Unit Owner or Parcel Owner) in legal possession of a Unit or any portion of any Commercial Parcel, by lease or other right granted by the applicable Unit Owner or Commercial Owner.

1.31 "**Office Condominium**" means each portion of the Property submitted to the condominium form of ownership and use for office purposes by a Declaration of Condominium.

1.32 "**Office Condominium Association**" means each condominium association established pursuant to any Declaration of Condominium formed for office purposes.

1.33 "**Office Unit**" means each portion of the Property established as a condominium unit for office use in an Office Condominium by any Declaration of Condominium.

1.34 "**Office Unit Owner**" means the owner of any Office Unit.

1.35 "**Owner**" or "**Owners**" means each Commercial Owner, Office Condominium Association or Residential Condominium Association, or all of such, either collectively or individually, as the context may require and admit. For purposes hereof the Owners shall not include the Unit Owners.

1.36 "**Parcel**" or "**Parcels**" means each Commercial Parcel, Office Condominium and Residential Condominium, or all of such, either collectively or individually, as the context may admit or require.

1.37 "**Parking Garages**" means the parking structures referred to as the "Lot 2 Garage" and the "Lot 3 Garage" (as more fully described in Section 2.4 below), together with any other parking garages located within the Property which are owned or controlled by the Association as Common Area and designated by the Association for use as Parking Garages hereunder.

1.38 "**Parking Lots**" means the vehicle parking lots to be constructed on Lot 1 (the "Lot 1 Parking Lot") and on Lot 7 (the "Lot 7 Parking Lot") of the Initial Plat (as more fully described in Section 2.4 below), together with any other parking lots located within the Property, which are owned or controlled by the Association as Common Area and designed by the Association for use as a Parking Lot.

1.39 "**Plat**" means each City approved plat depicting a Lot or Lots within the Property, including but not limited to the Initial Plat, any plat of any lands added to this Declaration by any Supplemental Declaration, any replat of the Initial Plat or any other Plat. The Plats may be amended in accordance with local and state laws without the necessity of amending this Declaration. However, without the consent and approval of Declarant no Lot or portion of the Property shall be replatted after having been previously platted by Declarant.

1.40 "**Property**" means the lands described on Exhibit "A" attached hereto, and all improvements constructed thereon, together with all lands and improvements added to the Property by Supplemental Declaration.

1.41 "**Residential Condominium**" means each portion of the Property submitted to the condominium form of ownership and use for residential purposes by a Declaration of Condominium.

1.42 "**Residential Condominium Association**" means each condominium association established pursuant to any Declaration of Condominium formed for residential purposes.

1.43 "**Residential Unit**" means each portion of the Property established as a condominium unit for residential use in a Residential Condominium by any Declaration of Condominium.

1.44 "**Residential Unit Owner**" means the owner of any Residential Unit.

1.45 "**Shared Expenses**" means all of the expenses incurred by the Association in the performance of its duties under this Declaration that are to be paid by the Owners of the Parcels. Unit Owners shall pay assessments of Shared Expenses through their Condominium Association, as provided herein. Shared Expenses include, but are not limited to, the costs of maintaining, repairing and replacing improvements within the Parcels, Common Areas and Areas of Common Responsibility as provided herein; all insurance premiums to be paid by the Association as provided herein, fees and expenses to be paid to any Manager(s), administrative fees of the Association, the costs of commonly metered utilities and other common charges for the Common Areas; the costs of managing and operating the Common Areas; assessments of the Master Association collected through the Association; the costs of performing any duty or proper function of the Association; and any other expense identified as a Shared Expense elsewhere in this Declaration.

1.46 "**Streets**" shall have the meaning set forth in Section 2.5(a) below.

1.47 "**Supplemental Declaration**" means any document in the nature of a declaration of covenants which runs with the land recorded by Declarant for the purpose of supplementing or amending this Declaration in order to add real property to the Property.

1.48 "**Tract**" shall mean each of Tracts A through F, as described on the Initial Plat, and any other Tract shown on any other Plat if so designated in any Supplemental Declaration or amendment to this Declaration.

1.49 "**Unit Owners**" means the Residential Unit Owners and the Office Unit Owners.

1.50 "**Units**" means the Residential Units and the Office Units which have been subjected to the Condominium form of ownership by a Declaration of Condominium pursuant to the Condominium Act.

## **ARTICLE 2. ESTATES, BOUNDARIES AND EASEMENTS**

2.1 **Separate Estates; Easements.** The Commercial Parcels and the Condominiums shall be separate estates in fee simple absolute, as described herein. The Units shall be distinct estates within each Condominium. An easement is created when the owner of land formally grants to another person or persons the right to use part or all of the grantor's land for defined purposes, without conveying to that person any ownership interest. A parcel over which the easement is granted is referred to in this document as the "Subservient Parcel," and the parcel whose owner has the use rights is referred to as the "Dominant Parcel."

### **2.2 Boundaries.**

(a) **Condominiums.** The Condominiums shall each be a portion of a Building to be constructed on a Lot within the Property, as more fully described in the applicable Declaration of Condominium for each Condominium. Unless otherwise provided in any Supplemental Declaration or amendment to this Declaration, each Condominium shall not include, however, the ground within the Lot where the Condominium is located, or any of the exterior walls, columns, support structures, floors, elevator shafts, stairwells or any other portions of the Building located below the unfinished surface of the floor of the second story of

the Building. The roof, roof components and other structures built upon the roof of the Building which contains the Condominium (with the exception of the roof of any Parking Garage) shall also be a part of the Condominium. A Unit, pursuant to a related Declaration of Condominium, may also include living area included as a second floor of the Unit and located on the same level as the primary roof surface for the Building in which the Condominium is located, together with certain open portions of said roof area which are designated as limited common elements for the benefit of that Unit. The Condominium Associations shall each administer pursuant to their respective Declaration of Condominium as common elements all portions of its respective Condominium not included within the Units for that Condominium, as defined in the related Declaration of Condominium. All windows, glass surfaces, walls and doors (including window frames and door frames) contained in the perimeter boundaries of a Condominium shall be a common element administered by the related Condominium Association, subject to Section 8.9 below.

(b) Commercial Parcels. Except as to the Parking Garages as further provided below, all portions of each Building located below the unfinished surface of the floor of the second story of each Building, together with the ground within the Lot, the Building foundations, sidewalks, passageways and open spaces, shall be a part of the Commercial Parcel owned by the related Commercial Owner. As to each Building not containing a Condominium, the entire Building (excluding any Parking Garages) shall be included within the Commercial Parcel. As to any Building containing a Condominium, unless otherwise specified in the Declaration of Condominium elevator shafts (and structural portions thereof) of any elevator(s) located within the first floor of the Building which are not included in an adjacent Parking Garage shall be included within the Commercial Parcel in that Building. The Condominium shall otherwise include the elevators. For purposes hereof, elevators shall be deemed to include all elevator cars, doors, cables, equipment and machinery included or related thereto, plus the structural elements of the Building comprising the elevator shaft(s). In such event all Unit Owners in the Condominium in such a Building shall have a non-exclusive easement for use of such elevators on the first floor of the Building for access to and from their Units and other areas of the Condominium, for the use of the Unit Owners and their Occupants, and their guests, invitees and licensees.

### **2.3 Common Areas/Association Easements.**

(a) Streets and Tracts. The Streets (as defined in Section 2.5(a)) and Tracts A through F as shown on the Initial Plat, and all improvements constructed upon or within the Streets and Tracts, shall be conveyed to and accepted by the Association as Common Areas, and may be further designated herein or by the Association as Limited Common Area(s). Unless reclaimed by Declarant pursuant to Section 2.13, the Association shall own all of the Common Area, including any Limited Common Areas.

(b) Other Common Areas. The Common Areas shall also include any and all fee simple estates or easement rights held by the Association as described, or held by the Association pursuant to any other separate instrument.

(c) Rules and Regulations. The Association reserves the right, from time to time, to establish and enforce rules and regulations governing any or all of the Common Areas.

The enforcement rights of the Association with respect to the Common Areas shall include, but are not limited to, the right to impose fines for noncompliance with any of such rules or regulations, a collection of which shall be regarded as a Special Assessment pursuant to Article 6 below.

(d) Condominium Use of Common Areas. Notwithstanding that the Unit Owners and Condominium Associations are granted certain rights to use the Common Areas hereunder, the Common Areas shall not be deemed limited common elements of any Condominium, and no Condominium Association or Unit Owner shall have the right to conduct organized activities or events on any Common Area without the approval of the Association.

(e) Wall Usage Easements. The Association shall have a permanent exclusive easement over the entire vertical exterior wall surface of each Building (excluding all window areas) for wall maintenance, repairs, replacements, resurfacing and refinishing, and the location from time to time of banners, signs and other similar displays related to events occurring at the Property, providing general decorative elements, promoting any use, tenant, Occupant or activity at the Property or for other reasonable purposes as determined by the Board. Notwithstanding the foregoing, the exclusive nature of the Association's easement over the exterior surface of all Building walls shall not prevent or exclude any easement for support or necessity granted by this Declaration in the exterior walls and support elements of the Building, and the Association's right to display banners and signs shall not include the right to cover exterior balconies, windows or doors. Such banners, displays and signs may also be located on the roof of any Building by the Association.

(f) Roofs. The Association shall have an exclusive easement over the roof surfaces of all Buildings (including but not limited to those Buildings which include a Condominium) subject to the rights of the applicable Condominium Association, Unit Owners and Commercial Owner within each Building to have access to the roof of their Building to maintain any heating, ventilation and air conditioning equipment or facilities, ducts and other facilities located on the roof which serve their Parcel or Unit, and the right of the owner of the roof to enter upon the roof for maintenance, repair and replacement of the roof. Further, certain portions of the Condominium roofs may be specified by a Declaration of Condominium as limited common elements benefiting specified Units, and the easement granted in the foregoing sentence in favor of the Association shall not unreasonably interfere with those areas. The Association may from time to time designate areas upon a Condominium roof for the location of heating, ventilation and air conditioning equipment, ducts and/or other facilities serving any Parcel or Unit located within the related Building. No Owner or other party may construct any improvements above the finished roof surface of any Building originally constructed by Declarant or its affiliate without the approval of Declarant, to be given in Declarant's sole discretion. The Association may make any reasonable use of any Building roof area or wall area(s) as determined by the Board, including but not limited to the location of signs, decorative features, antennae, cellular telephone or other communication facilities or towers, security cameras, and/or other facilities. The Association may lease use of Building roof or wall surfaces to any party for the location of cellular telephone towers or antennas or other telecommunications devices, or designate such use right in favor of any Owner as Limited Common Area pursuant to Section 2.17 below. Any Owner receiving such Limited Common Area use right may operate such facilities for commercial purposes and retain all income related

thereto, subject to the requirements of the ARC and any restrictions or requirements imposed pursuant to Section 2.17.

(g) Public Information System. The Association shall have an easement to locate, maintain and operate a public information announcement and broadcast system, and related facilities, within the Veranda Park project and within each of the Buildings in those locations where such system is located by the original construction of the project and the Buildings, and in any other locations as determined by the Association, for the purposes of transmitting audio and/or visual programming related to: (i) urgent, site-wide announcements as to emergencies or other circumstances, (ii) general information related to the Veranda Park project, its activities, uses and/or tenants, and (iii) other information approved by the Board.

#### **2.4 Parking Areas**

(a) Parking Garages. The Lot 2 Parking Garage and the Lot 3 Parking Garage are anticipated to be constructed within the Buildings to be constructed upon Lots 2 and 3 respectively, and shall be conveyed to and owned by the Association as Common Areas. The Association shall not own the ground beneath the Parking Garages, which shall be owned by the Commercial Owner for that Lot, unless the Commercial Owner elects to convey such land to the Association as Common Area, in which event the land conveyed shall also be Common Area and shall be excluded from the Commercial Parcel. A permanent, non-exclusive easement is hereby reserved for and granted to the Association upon and within Lot 2 and Lot 3 for the location of each respective Parking Garage which is constructed, and access and use thereof, together with easements for support and access to and through the adjoining portions of the Building, and to maintain, rebuild or restore the same in the event of any fire or other casualty, upon any taking of any portion of the Parking Garage or as otherwise reasonably required. The boundaries between the Parking Garages and the adjacent portions of the Building to be owned by the Commercial Owner and the Condominium Association shall be established in the related Declaration of Condominium and any deeds conveying such portions of the Building. It is generally intended that interior hallways serving the Condominium and any private parking garages serving the Condominium (as described below) shall be included within the Condominium, and all elevators, elevator lobbies and stairwells in the Building shall be a part of the Parking Garage. The Association shall operate and maintain the Parking Garages, and the cost of such shall be included within the Shared Expenses. For purposes hereof, each Parking Garage shall also include the stairwells, lobby areas and elevators attached to and serving the parking areas in the Parking Garage. Use of the Parking Garages shall be generally available for all of Owners and Unit Owners for their use and the use of their Occupants, guests, agents, invitees, licensees, tenants and customers, as applicable, subject to the restrictions expressly set forth in this Section 2.4, Section 8.4 below or elsewhere in this Declaration.

(b) Unit Owner Use. The Residential Condominiums adjacent to the Lot 2 and Lot 3 Parking Garages may contain private garages or private parking spaces serving the Residential Units as limited common elements for exclusive use of specified Unit Owners within those Condominiums pursuant to the applicable Declaration of Condominium. Those Residential Unit Owners shall have a permanent non-exclusive easement for vehicular and pedestrian ingress/egress and passage through the Parking Garages for access to and from any such private parking garages or spaces. The Residential Unit Owners shall not be charged a fee



by the Association for access through a Parking Garage to, or for the use of, any such private parking garages or spaces. In order to gain access to any such private parking garages or spaces through the Parking Garages, Residential Unit Owners and Occupants may be required by the Association to pass through gates or other access limiting devices requiring the use of a special opening device, which will be provided by the Association at a reasonable cost to the Residential Unit Owners.

(c) Parking Lots. It is anticipated that Parking Lots will be constructed on both Lots 1 and 7 of the Initial Plat. To the extent that either or both of such Parking Lots (or any other Parking Lots) are constructed, the Association shall have a non-exclusive perpetual easement for pedestrian ingress/egress and vehicular parking upon, within and through the Parking Lots, and for maintenance, repair and replacement of the Parking Lot improvements. Said easements shall be considered Common Area hereunder, and the Association shall be responsible for the maintenance, repair, replacement and oversight of the Parking Lots and the enforcement of any rules and regulations related thereto established herein or by the Association. Subject to actual construction of the Parking Lots, which is in the sole discretion of the related Commercial Owners, the Parking Lots may be used by the Owners, Unit Owners and their Occupants, tenants, customers, guests, invitees, licensees and agents for the purposes described herein. Notwithstanding the foregoing provisions of this subsection (c), certain of the Lot 1 parking spaces (the "Office Parking Spaces") shall be designated for the exclusive use of specified Unit Owners of the Office Condominiums to be located within the Buildings to be constructed on Lot 1, which use right is hereby granted as a non-exclusive permanent easement in favor of the related Office Condominiums. The Office Parking Spaces shall be specified by notice to the Owners from the Association as a Limited Common Area pursuant to Section 2.17. Use of the Office Parking Spaces shall be assigned in the related Declaration(s) of Condominium or by the related Condominium Association or Condominium Developer, as limited common elements for the exclusive use of the related Unit Owners. The foregoing parking easement in favor of the Office Unit Owners in the Office Parking Spaces shall only be in effect between the hours of 6:00 a.m. through 6:00 p.m. of each day, and shall be exclusive for that period of time. The Office Unit Owners shall have no priority or exclusivity as to use of the Office Parking Spaces from 6:00 p.m. through 6:00 a.m. of each day, and during those times the Office Parking Spaces shall be generally available for parking as provided herein. Further, pursuant to Section 2.14 Declarant or the Association may at any time relocate the Office Parking Spaces to another suitable location within Lot 1, after reasonable notice to the related Office Condominium Association, provided a comparable number of spaces with comparable cover facilities are provided. In such event Declarant or the Association, as applicable, shall deliver a notice of such relocation of the Limited Common Area Office Parking Spaces to the Owners. Upon request the related Office Condominium Association shall join in to such notice. The Association shall not be required to enforce the exclusive parking designations of Office Parking Spaces, except upon written certification of violation of same received from the related Condominium Association. In such event the Association shall have no liability with respect to its actions in enforcing specific parking designations as to the Office Parking Spaces if such actions are consistent with any such certification received from the related Condominium Association. The related Condominium Association shall indemnify and hold harmless the Association with respect to all claims, liabilities or expenses arising from the actions of the Association in enforcing any exclusive parking rights of the Office Unit Owners in the Office Parking Spaces in reliance upon such a certification of violation from the Office Condominium Association, including but not

limited to attorneys' fees and costs incurred. As with the Parking Garages, the Association reserves the right to charge for use of the Parking Lot spaces, with the exception of the use of the Office Parking Spaces by the Office Unit Owners as described above. The Association may also exclude from such charges any other parking spaces designated as Limited Common Area in favor of other parties. The Board may also from time to time require that the Lot 1 Parking Lot be exclusively available during specified business hours (for example, from 6:00 a.m. to 6:00 p.m.) for Lot 1 Office Unit Owners and Occupants and their employees, invitees and licensees, and the Association may from time to time impose similar restrictions on other Parking Lots or parking areas within the Property. Prior to construction of either or both of the Buildings on Lot 1, the Lot 1 Commercial Owner may grant to the Association a temporary license to extend the Lot 1 Parking Lot into portions of Lot 1 which are intended to be the future location of those Buildings. During the period of such license the Association may also operate the Lot 1 Parking Lot within those areas as provided above. The Association may also grant Limited Common Area parking use rights to Commercial Parcel Owners, for the use of their Occupants, pursuant to Section 2.4(g) and Section 2.17.

(d) Other Parking Facilities. Other parking spaces and facilities may from time to time be constructed within the Common Areas or on other Lots, and shall be available for use according to rules and regulations established by the Association from time to time. The Association may also operate parking lots or other parking facilities on any Lot on a temporary basis pursuant to agreements with the related Lot Owner(s). Unless otherwise specified by this Declaration, a Supplemental Declaration, an amendment to this Declaration or by a rule or regulation imposed by the Association, all of the parking facilities constructed within the Property (regardless of whether such are located on Common Areas or Commercial Parcels) shall function as Common Areas by virtue of easements in favor of the Association similar to the Parking Lot easement described above. Further, the Association may construct other Parking Garages within other portions of the Property upon a Lot (when permitted by a Lot Owner) or upon Common Areas held by the Association in fee simple or by easement. Any such additional Parking Garages shall be available for use according to rules and regulations established by the Association, and the maintenance, operation and repair costs of such shall be a Shared Expense. Such rules and regulations may, without limitation, include establishment of loading zones and metered parking areas.

(e) Parking Garage Roofs. The Association may, at the discretion of the Board, designate all or a portion of the roof of any or all of the Parking Garages for the exclusive use of specified Condominium(s) and/or Commercial Parcel(s) as a Limited Common Area.

(f) Valet Parking. The Association may designate portions of any Parking Garage(s) or Parking Lot(s) for valet parking use only (either at all times or during certain designated hours), and may retain third party valet parking providers to offer a valet parking service within the Property. All costs of the Association related to such valet parking shall be assessed to the Members only as a Shared Expense, and any revenues from any valet parking concession shall be credited to the general fund of the Association.

(g) Limited Common Area Parking Spaces. The Association may from time to time designate certain parking spaces within any Parking Garage, Parking Lot or other parking area in the Property as Limited Common Area in favor of any Owner(s). Any Commercial

Owner granted Limited Common Area parking spaces may allocate and assign such spaces from time to time among any or all of the tenants which are Occupants in that Commercial Owner's Parcel. Pursuant to Section 2.17 below, any such designation by the Association shall be made by written notice to the Owners. Any such notice which includes a minimum time period for such designation may not be revoked by the Association prior to the expiration of that time period, provided that Owner complies with any terms or conditions of the designation set forth in such notice. Limited Common Area parking spaces may be identified as such by signage or other markings approved by the ARC, and the ARC may establish and enforce a common signage or marking plan for all of the Limited Common Area parking spaces in the Veranda Park project.

(h) Parking Rules and Regulations. The Association may make and enforce rules and regulations from time to time related to the use of the Parking Garages, Parking Lots and any other parking areas within the Property, and (subject to any written designation issued by the Association pursuant to Section 2.17 below) shall have the right to charge reasonable fees to any or all parties for use of any or all the parking spaces in any or all Parking Garages, Parking Lots or other parking areas. Such enforcement may include, without limitation, towing or mechanical restraint of offending vehicles, fines, suspension of parking privileges and/or referral to law enforcement agencies. Further, the Association may, in the interest of maintaining a balanced use of the various parking areas for the benefit of the entire Veranda Park project, from time to time require parking related to certain portions or uses of the Veranda Park development to be located in certain areas, or restricted from certain areas, in order to avoid overcrowding or unavailability of parking within any portion of the project. Such shall not, however, result in the loss of Limited Common Area parking privileges previously established by the Association pursuant to Section 2.4(g) and/or Section 2.17.

(i) Parking Access Easements. A permanent non-exclusive easement for vehicular ingress/egress and passage shall exist over the driveway portions of the Commercial Parcels located between the entrances of the Parking Garages, Parking Lots and other parking areas and the boundary of adjoining Streets.

**2.5 Tract Uses.** Subject to any rules or regulations imposed by the Association from time to time, Tracts A through F as identified on the Initial Plat shall be limited to the following uses, or such other alternate or additional uses as are hereafter designated or permitted by Declarant or the Association:

(a) Streets: The streets shown on the Initial Plat, and any other streets on any other Plat which are conveyed to the Association (collectively referred to herein as the "Streets") shall contain paved driveway or road improvements, lighting facilities, adjacent sidewalks and other improvements. The Streets and the improvements constructed therein shall be used for pedestrian and vehicular ingress, egress and passage over driveway and sidewalk improvements to be constructed within the Streets, for use of the Owners, Unit Owners, their Occupants, tenants, customers, guests, agents, invitees and licensees, and shall only be used for the purposes so designed, constructed and intended (e.g., no vehicular use of sidewalks). The Streets shall also be available for use by law enforcement authorities, emergency vehicles, mail or package delivery carriers and other parties providing services to the Property. The Streets may also be used for the location of underground utilities and stormwater drainage facilities serving the

Property, as approved by Declarant or the Association. The Association may modify the streetscape improvements within the Streets (including landscape and/or hardscape improvements) from time to time, and allocate the cost of such as a Special Assessment to all Owners. Either Declarant or the Association may convey the Streets or other Common Areas (or portions thereof) to a CDD, provided that the uses described herein, as reasonably required, survive in favor of the affected parties. The Association may from time to time, after reasonable notice to the Owners, temporarily block access to portions of the Streets to vehicular traffic for (i) facilitating special events at the Veranda Park project (e.g., an art festival), (ii) performing maintenance, repairs and replacements of paved surfaces, sidewalks, drainage facilities, landscaping, utilities facilities or other improvements located within the Streets, (iii) preventing dedication of the Streets to the public or any person or entity by prescriptive right or other such means, (iv) emergency purposes, or (v) any other reasonable purpose.

(b) Tract A: Tract A is designated as a park-like recreation area for the benefit of all Owners and Unit Owners, for their use and the use of their Occupants, tenants, customers, guests, agents, invitees and licensees. The Association reserves the right from time to time to lease to the Lot 2 Commercial Parcel Owner and/or the Lot 3 Commercial Parcel Owner portions of Tract A for the exclusive use of any retail, restaurant or other commercial tenants of Lot 2 or Lot 3 as specified by the Association. In the event of any such lease, the portion of Tract A affected thereby shall be deemed Limited Common Area for the exclusive use of the Lot 2 or Lot 3 Commercial Parcel Owner and the designated tenants. All rental income from any such lease shall be paid to the Association and applied generally to the budget of the Association. The Association reserves the right to perform a major redesign, remodeling and/or renovation of Tract A not more frequently than once every ten (10) years, and may establish a reserve account for such work within its general budget. Tract A may also be used for special events benefiting the Property or portions thereof from time to time, as approved by the Association. The Association may also lease portions of Tract A for the use of commercial tenants not associated with Lot 2 or Lot 3, and in such event all rental income shall be paid to the Association and applied generally to the budget of the Association.

(c) Tracts B and C: Tracts B and C shall be used for stormwater drainage purposes for the benefit of the Property. Any portions of Tract B or Tract C not used for stormwater drainage purposes may be used for landscaping or other purposes by the Association.

(d) Tracts D and E: Tracts D and E are each anticipated to be developed with a swimming pool and other related facilities. The Association reserves the right from time to time to designate the use of Tract D and/or Tract E for the use of some or all of the Residential Unit Owners, either exclusively or nonexclusively. The Association may also designate the use of Tract D and/or E for guests of any hotel or lodging facility located on any Commercial Parcel, either exclusively or nonexclusively. The Association may establish rules and regulations for use of Tracts D and E and may modify from time to time its designation of the users of Tracts D and E, which designation may establish Tract D and/or Tract E as Limited Common Area to be used solely by certain Residential Unit Owners and/or Commercial Owner(s) and their Occupants. Notwithstanding the foregoing, neither Tract D nor Tract E shall ever be considered a part of any Condominium, and no Unit Owner or Condominium Association shall obtain or hold any ownership rights or interests therein. The Association shall reasonably allocate Assessments related to the maintenance, repair and replacement of Tracts D and E based upon

the use thereof by designated parties from time to time. The foregoing shall not be deemed to create an obligation of the Declarant to construct, maintain or operate a swimming pool on either Tract D or Tract E, and Declarant or the Association may elect to make other use of either or both of such Tracts consistent with the terms of this Declaration.

(e) Tract F: Tract F shall be used for stormwater drainage purposes benefiting the Property and other adjacent lands. The Association may also from time to time designate portions of Tract F for recreational use for the benefit of Owners, Unit Owners, and/or Occupants of the Property. Portions of Tract F not used for drainage or recreational purposes may be used for landscaping or other purposes by the Association. No Owner, Unit Owner or Occupant may enter into or use the lake located within Tract F for boating, swimming, wading, fishing or any other recreational purpose not approved by the Association.

**2.6 Condominium Easements.** Declarant hereby grants and declares in favor of all Condominium Associations and Unit Owners, for their use and the use of all Unit Owners and Unit Occupants and their guests, agents, invitees and licensees, the following permanent non-exclusive easements under, over, across, and through portions of the Property, subject to reasonable regulation of the use of the easements by the Association from time to time.

(a) For pedestrian and vehicular ingress and egress over and across the Streets, driveways and sidewalks for the purposes such are designed and constructed within the Property, and for pedestrian ingress and egress through the public entrances, service entrances, escalators, paths, walkways, stairways, lobbies, and elevator lobbies located in the Property that are at any point in time required to afford reasonable access from each Unit to any such Street, driveway or sidewalk and to public rights of way, as required by the Condominium Act, for use in common with the Commercial Owners, the Commercial Parcel Occupants, and their invitees, licensees, customers, guests and agents and the other uses for which those facilities and/or areas are used.

(b) For ingress and egress through, access to, and use of the elevators (including elevator shafts, equipment and cars), stairways, elevator lobbies and utility lines within any Building which serve and provide access to the Units, including but not limited to any of such located in the first floor of the Building owned by a Commercial Owner.

(c) For use of service vaults, meters, cables, pipes and conduits located in any of the Commercial Parcels or Common Areas through which electric power, water, gas, cable television, telecommunications, telephone and other similar services or utilities are supplied to the Units.

(d) For use of fire protection water service lines and sewage lines, including all related valves, traps and clean-outs serving the Units and located in any of the Commercial Parcels and/or Common Areas.

(e) For trash and garbage removal in the dumpsters or other containers serving the Units, as designated by the Association pursuant to Section 8.7 below.

(f) For life safety systems, including fire and security systems, alarms, security cameras or other such facilities serving the Units and located in the Commercial Parcel portion of any Building in which the Condominium is located.

(g) For structural support by all structural members, footings, exterior walls, floors and foundations shown on the Building Plans as located within the Subservient Commercial Parcel which are necessary for support of the improvements and all elements within the Condominium. Nothing in this Declaration shall be construed to require any Commercial Owner to erect, or permit the erection of, additional columns, bearing walls or other structures on its Parcel for the support of any Condominium, beyond those as shown on the Building Plans, subject to all provisions related to repair and restoration of the Building set forth in this Declaration. However, in the event it is determined that the Building, as constructed pursuant to the Building Plans, does not provide adequate structural support to the Condominium, the Condominium Association may require the Commercial Owner to install (at the expense of the Condominium Association) such other reasonably required and designed structural components as are necessary to provide adequate structural support to the Condominium.

Declarant also hereby grants and declares in favor of each Condominium Association, for their use and the use of their agents, a permanent non-exclusive easement over, across, through and upon the Commercial Parcel portion of the Building in which the Condominium is located, for access to, ingress and egress through and use of all doors, hallways, common areas, passageways, facilities, fixtures and equipment located within the Commercial Parcel to the extent reasonably required for the use, operation, inspection, maintenance, repair and replacement of any portion of the Condominium or its facilities consistent with this Declaration, or for maintenance or repair of stairwells and elevators (including cars, equipment and shafts) located in any portion of the Building. Such easement also includes access to and use of mechanical and electrical equipment rooms, elevator rooms, machine rooms, utility lines, pipes, chases, conduits, ducts and cables, or other areas as required for such purposes. Such easement rights shall not include access within individual lease spaces, except (after reasonable notice to the tenant or Occupant) when reasonably required to maintain or repair any portion of the Condominium, or a facility serving the Condominium. It is the intent of this Section 2.6 to create, grant or otherwise recognize all easements necessary to create a condominium under the Condominium Act.

**2.7 Commercial Parcel Easements.** Declarant hereby grants and declares in favor of each Commercial Owner for their use and the use of their agents a permanent non-exclusive easement over, across, through and upon any Condominium located within any Building located on the Lot owned by the Commercial Owner, for access to, ingress and egress through, and use of all doors, hallways, common areas, passageways, facilities, fixtures and equipment located within the Condominium to the extent required for the use, operation, maintenance, repair and replacement of any portion of the Commercial Parcel or its facilities, also including mechanical and electrical equipment rooms, elevator rooms, machine rooms, stairways, utility lines, pipes, chases, conduits, ducts and cables, or other areas as required to maintain, repair, inspect or make other reasonable use of the Commercial Parcel or its facilities consistent with this Declaration. Such easement rights shall not include access within any Unit, except (after reasonable notice to the Unit Owner) when reasonably required to maintain or repair any portion of the Commercial Parcel, or a facility serving the Commercial Parcel. Such easement shall also include the right to

locate, access, maintain, repair and replace air conditioning, heating, ventilation and any other facilities which serve the Commercial Parcel on the roof of the Building, with connections, lines, wiring and pipes through the Condominium to the Commercial Parcel.

**2.8 Sidewalk Easements.** Declarant hereby grants and declares in favor of each Owner and Unit Owner, for use by them and their Occupants, tenants, customers, guests, agents, invitees and licensees, a non-exclusive permanent ingress/egress easement (for pedestrian use only) over all sidewalks hereafter constructed on each of the Commercial Parcels. No portion of such sidewalks, once constructed, shall be removed (except for normal replacement and repair) unless the related portion of the Commercial Parcel is first released from the foregoing easement by the Association or Declarant.

**2.9 General Reciprocal Easements.** In addition to the foregoing, the Association, each Owner and each Unit Owner is hereby granted the following non-exclusive permanent easements, which easements shall be used in cooperation with, and not to the exclusion of, the owner of the Subservient Parcel:

(a) For use of all lines, wires, ducts, shafts, systems, facilities and equipment related to plumbing, electrical, telephone, water, heating, ventilation, air cooling, gas, fire and life safety, communication, telecommunication, mail, radio, cable television, exhaust or other utilities, and for the use of all other facilities located in the Property which are designed and intended to serve or benefit the improvements of the Dominant Parcel, or with respect to which the Owner of the Dominant Parcel is granted an easement under any provision of this Declaration.

(b) For use of any Common Areas, to the extent necessary to receive the full benefit of the Common Areas in accordance with their intended use and function as described herein, subject to any limitations, restrictions, requirements, rules or regulations set forth herein or otherwise established from time to time by the Association or Declarant.

(c) For the continued existence of minor encroachments occurring as a result of the construction of any Building or improvements, or the subsequent settling or shifting of any Building or improvements, within any Parcel, Condominium or Common Area that encroaches upon any part of the Subservient Parcel. This easement for the continued existence of encroachments on the Subservient Parcel shall exist only so long as the encroachment shall remain.

(d) As to the Association and the Owners only (and excluding the Unit Owners), for access to, and maintenance, repair, reconstruction or replacement of, any Building, facility or improvement located within a Commercial Parcel or Condominium for which the Association or an Owner has maintenance, repair or replacement responsibility hereunder. This easement shall include use by all agents, employees, contractors and other parties involved in performing such maintenance, repair, reconstruction or replacement activities.

(e) For entry upon, and for ingress and egress through the Subservient Parcel, with persons, materials and equipment to the extent reasonably required, to maintain, repair or replace any facility, whether located within the Subservient Parcel or not, for which the

Association or Owner of the Dominant Parcel has maintenance, repair or replacement responsibility, or for which the Association or Owner of the Dominant Parcel is otherwise permitted or required to perform the maintenance, repair or replacement.

(f) For ingress and egress over, across and through the Subservient Parcel as necessary if there is emergency involving danger to life, body or property.

(g) For ingress, egress and passage over all of the Streets for ingress and egress to and from their Parcel or Unit, together with an easement for pedestrian access over all other Common Area walkways as necessary to provide such access.

(h) The utility easements described in this Declaration shall include, but are not limited to, a non-exclusive easement for the location, maintenance, repair and replacement of all utility lines installed by Declarant or its affiliates in the development of each of the phases of the Veranda Park project, which cross any Lot or Parcel and serve portions of the Property other than said Lot or Parcel. Such easement shall include all lines, vaults and other facilities so constructed, as and where located. Further, all such easements may be relocated by Declarant and/or the Association from time to time in their reasonable discretion as required to meet future needs, uses or changes in technology or available services. Any such utility line may be relocated by the owner of the Subservient Parcel, at its sole expense, with the approval of the ARC.

(i) Each Parcel shall have a nonexclusive permanent easement for stormwater drainage consistent with the master drainage plan and governmental permits for the Veranda Park project, for the flow of stormwater from the Parcel into the stormwater facilities constructed on the Property, which easement shall include surface drainage and drainage through all stormwater facilities constructed within the Property. No Owner and no Unit Owner shall make any changes to any Building, Common Area or landscaping that (i) interferes with any portion of the stormwater drainage for the Property or any Lot or Building, (ii) alters or creates obstructions to the stormwater drainage for the Property or any Lot or Building, or (iii) interferes with, alters or obstructs any portion of the stormwater drainage and retention system for the Property or any Lot or Building.

**2.10 Limitations and Conditions Regarding Use of Easements.** Except as expressly provided herein to the contrary, any easement or other use rights created by this Article 2, or by any other provision of this Declaration, is subject to the following:

(a) The right of the Association to establish and enforce reasonable rules and regulations pertaining to use of Common Areas, including but not limited to the right to reasonably control the hours of use, and to limit the number of persons using the Common Areas. The foregoing right by the Association to establish reasonable rules and regulations is subject to the following: (i) except in an emergency, Unit Owners shall not be denied access to their Units, to the Parking Lot(s) or to their related Parking Garage; (ii) except for health and safety, such rules shall not prevent normal hours of business operation or activity on the Commercial Parcels by Owners, tenants and Occupants, and customers will not unreasonably be prevented from accessing businesses located on the Commercial Parcels.



(b) The right of the Association to borrow money for the purpose of making capital improvements to the Common Areas and, in furtherance thereof, to mortgage, pledge or hypothecate any or all of the Common Areas as security for money borrowed or debts incurred; provided that the rights of the mortgagee or secured party in any case shall always be subordinate to the rights and easements of the Owners and Unit Owners under this Declaration, including their rights of use in the Common Areas as described herein.

(c) The right of Declarant, and any of Declarant's affiliates, to non-exclusive use of the Common Areas without charge, for purposes of sales, leasing, promotional displays or exhibits, access, construction, ingress and egress; which use may include, without limitation, permanent or temporary information kiosks or stations (staffed or unstaffed), display screens, sound systems and other similar or related uses or facilities.

(d) The right or duty of the Association to repair, reconstruct, replace, remove or refinish any improvement in the Common Areas, subject to any conditions set forth elsewhere in this Declaration.

(e) The right or duty of the Association to maintain, plant and replace trees, shrubs, ground cover and other vegetation upon any part of the Common Areas.

(f) All Plats, restrictions, covenants, conditions, reservations, limitations, easements and other matters of record affecting any portion of the Property.

(g) The right of any Commercial Owner or Unit Owner, to mortgage, pledge or hypothecate its interest in its Parcel or Unit in order to finance the purchase of (or make improvements to) its Parcel or Unit, or to refinance any loan made for that purpose, without the consent of any other party, provided that the rights of any Mortgagee or secured party in that case are subject to the rights of Declarant, Owners, Unit Owners and the Association under this Declaration, including but not limited to their rights in the Common Areas and all easements and obligations granted pursuant to this Declaration.

(h) The right of the Association to lease Common Areas pursuant to Section 2.18 below, to designate portions of the Common Area as Limited Common Area, or to dedicate the Streets or any portion(s) thereof to the public.

(i) The right of any Condominium Association to establish and enforce reasonable rules, regulations, procedures and systems with respect to restrictions on access to Units through common hallways, elevators and stairwells (for example, after hours "keyed" entry or other similar systems).

(j) All other rights, restrictions and easements provided elsewhere in this Declaration.

**2.11 Delegations of Use Rights.** Any Unit Owner may delegate his right to use and enjoy the Common Areas and the easements granted to the Unit Owner to Occupants of his Unit and guests subject in all cases to reasonable rules and regulations imposed by the Association. Each Commercial Owner may delegate such rights to its Occupants, tenants, customers,

employees, invitees and licensees, also subject in all cases to reasonable rules and regulations imposed by the Association.

**2.12 Appurtenances.** The easement rights described in this Article 2, or elsewhere in this Declaration, shall be appurtenant to and pass with title to the Dominant Parcel(s), but shall not be severable from such Dominant Parcel or be construed as a public dedication or a grant or conveyance of any ownership interest in the Common Areas.

**2.13 Reclaiming of Common Areas.** Notwithstanding any provision herein to the contrary, Declarant reserves the right, prior to or after conveyance of any Common Area to the Association, to recover and reclaim full ownership, legal title and use of any of the Streets and Tracts A through F of the Initial Plat, or any portion thereof. In such event, the affected Common Area, or portion thereof, should no longer be classified as Common Area hereunder, and shall become a separate Parcel or additional portion of an existing Parcel, as designated by Declarant. Prior to conveyance of any such Common Area to the Association, Declarant may reclaim the affected lands by recording a notice of such in the Public Records of the County. Reclamation of lands occurring after conveyance of the Common Area to the Association shall be performed by special warranty deed from the Association, with notice therein of the elimination of the affected lands from the Common Area. The Association shall make such conveyance to Declarant upon Declarant's request, free of the lien of any mortgage or other encumbrance upon the lands imposed by the Association, but the affected lands shall otherwise remain subject to the terms of this Declaration. Prior to such reconveyance being effected by the Association, if such reconveyance would eliminate any (i) access, (ii) utilities or utility lines and/or (iii) stormwater drainage or retention required or otherwise necessary for the Property or any Building, Lot, Parcel or Unit, Declarant and/or the Association shall grant or declare, for the benefit of the Association and the affected Owners and/or Unit Owners, a reasonable replacement easement for such access, utilities and/or stormwater drainage purposes. Further, Declarant and the Association shall not unreasonably block access to, or materially impair the visibility of, any tenant space located in any Commercial Parcel.

**2.14 Modification of Easements.** Any of the easements described in this Article 2 may be modified by Declarant or by the Association by notice recorded in the Official Records of the County, which modification may result in the expansion, release or relocation of any easement area and/or Common Area, subject to the requirement that essential services to the Project and all the Owners shall not be diminished such as to cause a material adverse impact on any Owner or Unit Owner. All of the Owners and Unit Owners agree to join into any such notice upon request of Declarant or the Association. Any such notice shall be deemed effective, regardless of the existence of any mortgage encumbering any affected portion of the Property, without the joinder of any mortgagee.

**2.15 Additional Easements.** Declarant and the Association, on behalf of all the Owners and Unit Owners (each of which hereby appoints Declarant and the Association, as applicable, as its attorney-in-fact for this purpose), each shall have the right to declare, grant and convey additional easements in or upon the Property for electric, gas and other utility services, security systems, sewer or drainage easements, technology or communications lines or services, hurricane shutters, conduits, pipes, lines and similar installations pertaining thereto, or to relocate any such existing easements or drainage facilities on any portion of the Property, and to grant

access easements or relocate any existing access easements in any portion of the Property as Declarant or the Association shall reasonably deem necessary or desirable for the proper operation and maintenance of the Property, or any portions thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration, provided that such easements or the relocation of existing easements will not unreasonably interfere with the use of any portion of the Property.

**2.16 Land Tax Sharing Covenant.** Each Condominium Association included within any Building shall on an annual basis reimburse the Commercial Owner which owns the first floor of the Building for a prorata share of the ad valorem taxes assessed by the County upon the land portion of the Lot upon which the Building is located. The Condominium Association shall reimburse the Commercial Owner for a share of such ad valorem taxes (taking into consideration the maximum available discount for early payment of taxes) not later than thirty (30) days after the Condominium Association's receipt from the Commercial Owner of a copy of the tax bill. The share of the taxes to be reimbursed by the Condominium Association shall be the fraction thereof calculated by using the gross interior floor area of the Condominium as the numerator and using the gross interior floor area of the Condominium plus the gross interior floor area of the Commercial Parcel as the denominator. If the related Building includes a Parking Garage located upon land owned by the Commercial Owner, the taxes to be divided shall not include the portion thereof related to the land beneath the Parking Garage, and in such event the Association shall credit against the Shared Expense Assessments due from the Commercial Owner an amount equal to the portion of the tax bill related to the land beneath the Parking Garage. In the event the Condominium Association fails to make such reimbursement on a timely basis the reimbursement sum, together with interest accruing thereon at the highest rate allowed by law and all costs of collection thereof (including but not limited to attorneys' fees and costs incurred), may be recovered by the Commercial Owner from the Condominium Association in like manner as the reimbursement of expenses pursuant to Section 9.3 below, including enforcement of a lien upon the Condominium Parcel. The Commercial Owner of the Lot 1 lands shall be reimbursed by the Association and the Condominium Associations related to Lot 1 for shares of the ad valorem taxes for the Lot 1 land portion under a similar reimbursement formula. However, the ad valorem land taxes within Lot 1 shall be divided into three portions, such being the Lot 1 Parking Lot and the remaining two portions of Lot 1. For purposes of the division of Lot 1 as described in this Section 2.16, the three (3) portions of Lot 1 shall be the (i) Parking Lot, (ii) the lands lying northerly of the Parking Lot and (iii) the lands laying southerly of the Parking Lot. The Association shall credit against the Shared Expense Assessments of the Lot 1 Commercial Owner an amount equal to all of the land taxes related to the Lot 1 Parking Lot portion, and the Condominium Associations for the two Buildings to be constructed upon Lot 1 shall each reimburse a share of the portion of the tax bill related to the land portions beneath and around their respective Buildings, based upon the relative percentage of interior square footage of the Building included within the Condominium, as allocated above based upon their respective percentages of interior floor area.

**2.17 Limited Common Areas.** Any designation by the Association of portions of the Common Areas as Limited Common Area (with the exception of any such designation specifically made in this Declaration) shall only be made by written notice from the Association to all of the Owners. Any such notice may include a minimum period of time for such designation to be in effect, and may include terms and conditions to be complied with by the

benefited Owner in order to maintain the designation of Limited Common Area in favor of that Owner. Owners receiving the use of Limited Common Areas may use those areas for all purposes permitted by the Association's notice, including but not limited to renting the Limited Common Areas to third parties and retaining rental income arising therefrom.

**2.18 Easements; Leasing of Common Areas.** The Association may from time to time (i) grant easements over, upon or within any portion(s) of the Common Areas, or (ii) lease portions of the Common Areas to third parties or to Owners, for uses consistent with this Declaration. In such event any related rent or fees received by the Association shall be deposited into the general account of the Association and credited against the Shared Expenses. The Association shall not, however, grant easements or lease Common Areas in the manner such as shall unreasonably block access to, or materially and unreasonably impair the visibility of, any tenant space located in any Commercial Parcel.

### **ARTICLE 3. POWERS AND DUTIES OF THE ASSOCIATION**

**3.1 Powers and Duties; Fiduciary Duty.** The Association shall utilize reasonable, good faith diligent efforts to:

(a) Acquire, operate, maintain, repair; replace and otherwise manage all the Common Areas, Areas of Common Responsibility and other portions of the Property in accordance with the provisions of this Declaration.

(b) Clean, or cause the Common Areas to be cleaned, on a regular basis in accordance with the standards of first class business facilities, and to perform or cause to be performed other customary and necessary janitorial services.

(c) Take whatever other actions the Association reasonably deems necessary or advisable with respect to the operation, maintenance, repair and replacements of the Common Areas, or to fulfill any of its obligations under this Declaration.

(d) Employ or contract with a professional Manager (which may be, but is not required to be, an affiliate or subsidiary of Declarant) to perform all or any part of the duties and responsibilities of the Association, and delegate the powers to committees, officers and employees.

The Association shall provide the services described above at appropriate levels comparable with practices in other similar first-class mixed use facilities, subject to the Association's reasonable discretion, and subject to temporary interruptions due to necessary repairs, alterations or improvements of the Common Areas, or due to strikes or other labor disputes, labor shortages or materials shortages, fire, flood, explosion, severe weather, civil disturbances, war, acts, proceedings or regulations of any governmental authority, rationing, interruption of transportation, or any other similar cause not the fault of, and beyond the reasonable control of, the Association. The obligation of the Owners and Unit Owners to pay Assessments does not abate because of any interruption in the availability of any utility or service, or the failure of the Association to restore service, as long as the Association pursues restoration of services with due diligence by actions properly intended to restore service, and provided that the interruption of service is not the result of negligence or other legal fault of the Association. Costs and expenses

properly incurred by the Association in performing its duties under this Section shall be Shared Expenses. Notwithstanding the foregoing, the Association shall not be responsible to maintain any portion of the Common Area, the ownership of which has been transferred to the Master Association, a CDD or other governmental or quasi-governmental entity, or for which any such party or entity accepts maintenance responsibility as evidenced in writing.

#### **ARTICLE 4. MEMBERSHIP AND VOTING RIGHTS**

**4.1 Membership.** The membership of the Association shall consist of Declarant and all Commercial Owners. No Unit Owner or Condominium Association shall be a Member of the Association. Declarant shall be a Member of the Association until Declarant no longer owns any land within the Property. A Member's right to vote on the affairs of the Association shall vest immediately upon such Member's qualification for membership as provided in this Declaration. All voting rights of a Member shall be exercised in accordance with and subject to the restrictions and limitations provided in this Declaration, the Association's Articles of Incorporation and Bylaws, and any other rules and regulations of the Association. The form of the initial Association Articles of Incorporation and By-Laws are attached hereto as Exhibit "C" and Exhibit "D", respectively.

**4.2 Voting.** Except as specifically set forth below with respect to appointment of Directors, in all Association voting matters each Member shall be entitled to one (1) vote per gross leaseable square foot of space constructed upon the Commercial Parcel owned by the Member and included within an issued certificate of occupancy from an appropriate governmental authority. For purposes hereof, "gross leaseable square feet" shall include (i) indoor square footage available for lease by any third party tenant, (ii) interior walls within and surrounding such tenant spaces, and (iii) exterior walls and mezzanine areas surrounding such tenant spaces, but excluding (a) all commonly used Building areas such as hallways, bathrooms, storage or maintenance areas; (b) Parking Garages, parking lots or other parking areas, and (c) other portions of the Commercial Parcel located outside of any Building. The gross leaseable square footage shall, however, include hallways, bathrooms, storage and maintenance areas within such tenant spaces available for exclusive lease and use by a tenant, and columns, stairs, shafts and other such areas within such leaseable space. The Association shall calculate the votes of the Members based upon the Building Plans. However, at all times while Declarant (including the successors or assigns of the original Declarant) is a Member of the Association, Declarant shall be entitled to the number of votes in all Association matters equal to twice the collective number of votes held by all non-Declarant Members.

#### **ARTICLE 5. BOARD OF DIRECTORS**

**5.1 Board Composition.** The affairs of the Association shall be managed by a Board of Directors. Subject to Section 5.3 below, the Board of Directors shall be elected by the Members in accordance with the provisions of the Association's Articles of Incorporation and By-Laws. The number of Directors constituting the initial Board of Directors shall be three (3), and there shall never be fewer than three (3) Directors of the Association.

**5.2 Board Voting.** Each Director shall be entitled to one (1) vote in Association voting matters. All decisions of the Board shall be determined by majority vote, unless otherwise specified herein or in the Association's Articles of Incorporation or By-Laws.

**5.3 Declarant Appointment.** Notwithstanding any provision herein to the contrary, at all times while Declarant is a Member of the Association, Declarant shall appoint a majority of the Directors of the Association.

**5.4 Member Voting.** Unless otherwise specified, when reference is made herein (or in the Association's Articles of Incorporation, By-Laws or rules and regulations) to a majority or specific percentage of Members or voting Members, such reference shall be deemed to be reference to a majority or specific percentage of the total votes held by the Members, or those Members voting on a particular matter (as applicable) and not of the Members themselves.

**5.5 Association Approval.** With respect to any approval, consent or direction to be granted or given by the Association pursuant to this Declaration, such shall be given only as determined by the Board, and may be evidenced by a certificate or other instrument given by any officer of the Association. No such action of the Association shall require the consent or approval of any of the Members, Owners or Unit Owners.

## **ARTICLE 6. COVENANTS TO PAY ASSESSMENTS AND OTHER CHARGES**

**6.1 Creation of the Lien and Personal Obligation to Pay Assessments.** The Association shall also have power and authority to levy Assessments against all Owners and Unit Owners necessary to fund the operations of the Association, including but not limited to annual corporate filing fees, costs of acquiring insurance and providing indemnification to Directors and Officers of the Association to the extent set forth herein or in the Articles of Incorporation and/or By-Laws of the Association, and the reimbursement of expenses incurred by Directors or Officers of the Association or otherwise incurred by the Association pursuant to this Declaration or the Articles of Incorporation and/or By-Laws of the Association. The Unit Owners shall be liable to pay all such Assessments of the Association notwithstanding that the Unit Owners and the Condominium Associations are not Members of the Association, in that the Unit Owners receive substantial benefit from the preservation of Common Areas, maintenance of the general condition of the Property and the use of the easements granted herein. Declarant (for each Parcel) hereby covenants, and each subsequent owner of each Unit and Parcel (or portion thereof) by acceptance of a deed therefore, whether so expressed in the deed or not, is hereby deemed to have affirmatively covenanted and agreed to be liable for payment to the Association of:

- (a) Shared Expense Assessments,
- (b) Special Assessments,
- (c) Capital Improvement Assessments, and
- (d) Reconstruction Assessments

to be imposed and collected as hereinafter provided. For purposes hereof, unless otherwise specified "Assessments" shall refer to all of the Assessments described in this Section 6.1. Disbursements of the income received as Assessments shall be made by the Association in good faith as it deems necessary for the discharge of its responsibilities. The Association shall deposit all monies collected as Assessments in one or more accounts, as it may elect.

**6.2 Liability for Assessments.** Each Assessment, together with interest, costs and reasonable attorney's fees for the collection thereof, shall be a charge and continuing lien upon each Parcel and Unit against which the Assessment is made. Each Assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the persons or entities who are the Owner and Unit Owner at the time when the Assessment came due, which obligation shall survive transfer of title to the related Parcel or Unit. Subject to the provisions hereof protecting Mortgagees, successors-in-title to the Owner or Unit Owner against which the Assessments were levied shall also have personal liability for delinquent Assessments.

(a) The Association shall levy Assessments against the Units pursuant to a general total Assessment delivered to the related Condominium Association. The Unit Owners shall each pay to their Condominium Association their share of all such Assessments levied against their related Condominium by the Association, pursuant to the terms of their related Declaration of Condominium. The Condominium Association shall collect such funds and shall be liable to pay such to the Association. The Unit Owners and their related Condominium Association shall all be jointly and severally liable for payment to the Association of the Assessments levied against their Condominium.

(b) Each Commercial Owner is liable to the Association for payment of all Assessments levied against its Commercial Parcel by the Association. Multiple Owners of any Commercial Parcel are jointly and severally liable to the Association for Assessments against their Commercial Parcel.

**6.3 Shared Expense Assessments.** Shared Expense Assessments based upon the annual Association Budget shall be levied by the Association against the Parcels in amounts anticipated to be sufficient to pay the Shared Expenses, provide funds for performance by the Association of all of its duties under this Declaration, maintain reserves, and to improve, repair and maintain the Common Areas and other portions of the Property for which the Association has liability or responsibility as provided herein. The Association may allocate Shared Expense Assessments disproportionately when so specified in this Declaration, or otherwise when based upon distinctions in use of Common Areas (e.g. Limited Common Areas) between the various Owners or upon other reasonable factors. All portions of any Shared Expense Assessments which are not disproportionately allocated shall be assessed to the Parcels generally, with forty percent (40%) of the total general Shared Expenses Assessments to be paid collectively by the Condominium Parcels and sixty percent (60%) of the general Shared Expense Assessments to be paid collectively by the Commercial Parcels. The allocation of those general Shared Expense Assessments among the Condominiums shall be made proportionally, based upon the respective aggregate indoor square footage of the Units within each of the Condominiums (irrespective of whether such are Residential or Office Condominiums). Allocation of the general Shared Expense Assessments among the Commercial Owners shall be made proportionally, based upon the respective total leaseable square footage within the Buildings for each Commercial Parcel in

the same manner and relative distribution as Member votes are allocated pursuant to Section 4.2 above.

**6.4 Special Assessments.** A Special Assessment or charge may be levied against an Owner for the cost of any maintenance, repair or replacement of the Common Areas made necessary by the willful or negligent act of that Owner, or a person for whom that Owner is responsible or as otherwise specified herein. For the purpose of this Section 6.4, each Commercial Owner is considered to be responsible for its own employees, agents, Occupants, tenants, agents, licensees and invitees; and each Condominium Association is considered to be responsible for its employees, agents and Unit Owners, and their Occupants, tenants, guests, agents, licensees and invitees. A Special Assessment may also be levied in any other instance authorized elsewhere in this Declaration.

**6.5 Capital Improvement Assessments.** Capital Improvement Assessments may be assessed for any improvements to the Common Areas which are not funded by previously collected reserves or otherwise available funds, provided that any Capital Improvement Assessments in any calendar year exceeding Five Hundred Thousand and No/100 Dollars (\$500,000.00) in the aggregate shall only be levied by the Association upon approval by a two-thirds (2/3) favorable vote of all of the Members of the Association, with not less than two-thirds (2/3) of the votes of the non-Declarant Members in support of said Capital Improvement Assessment. The Association may allocate Capital Improvement Assessments disproportionately based upon distinctions in the benefits of the improvements between the various Owners, or other reasonable factors. The annual Capital Improvement Assessment amount requiring a two-thirds (2/3) approval of the Members (initially \$500,000.00) shall increase at the rate of three percent (3%) per annum each year, compounded, effective upon each annual anniversary of the Effective Date of this Declaration.

**6.6 Reconstruction Assessments.** Reconstruction Assessments may be levied in such circumstances, for such purposes and in such amounts as are authorized in, and determined pursuant to Article 11 and/or Article 13 of this Declaration.

**6.7 Phasing of Common Areas.** The improvements to be constructed within the Common Areas are anticipated to be constructed in phases, according to Declarant's development schedule, which may be adjusted from time to time. The Assessments shall be adjusted and increased over the course of development of the Property based upon the timing of construction and completion of the Common Area improvements.

**6.8 Annual Budget, Payment Schedule.**

(a) At least sixty (60) days prior to the beginning of the next calendar year, the Board shall prepare, adopt and distribute to all Owners a written, detailed estimate (the "Budget") of the Shared Expenses anticipated to be incurred during that year. The Board may subsequently modify the Budget within any Budget year based upon reasonable factors occurring or arising within the Budget year. The Budget shall include provisions for reasonable reserves for capital expenditures, deferred maintenance, operating reserves pursuant to Section 6.8(e) below and contingencies. If for any reason the Budget or the funds received from Assessments based on that Budget prove inadequate, and additional sums are needed, written notice of any



change in the amount of the annual Assessment shall be sent to every Owner at least thirty (30) days prior to the effective date of the change. At the end of any fiscal year all excess funds over and above the amounts used by the Association shall be retained by the Association and used to reduce the following year's Assessments. If a Budget for a fiscal year has not yet been adopted at the beginning of that year, Owners shall continue to pay installments at the same intervals and in the same amounts as the most recent previously due installments. The Shared Expenses, and the Budget, shall include the premiums for all insurance to be provided by or through the Association pursuant to this Declaration.

(b) Shared Expense Assessments and Capital Improvement Assessments shall be payable in quarterly installments, in advance, due on the first day of each calendar quarter. Reconstruction Assessments and Special Assessments shall be due within thirty (30) days after notice of the Assessments is given, except as may be otherwise specifically provided in this Declaration or determined by the Board.

(c) No Owner may avoid or be exempt from personal liability for paying Assessments, or release or excuse the Parcel owned by it from the Assessment, liens and charges provided for herein, by waiver or non-use of the use and enjoyment of the Common Areas or by abandonment of its Parcel.

(d) The Budget may also include provision for funding (i) the costs of a general marketing and promotion program for the Veranda Park project operated by the Association, and/or (ii) the costs of a transportation program which provides transportation between the Veranda Park project and other locations outside of the project. Assessments for the general marketing and promotion program shall only be included in Assessments to the Members. Assessments for the transportation program may be assessed generally among the Commercial Parcels (at a 60% rate) and the Condominiums (at a 40%) rate). Such programs shall be administered according to the plan and direction of the Board from time to time.

(e) The Budget shall include provision for an operating cash reserve equal to twenty-five percent (25%) of the total annual Budget for the current Budget year. In the event the actual operating cash reserve balance at the commencement of any Budget year is less than said twenty-five percent (25%) amount, the Association may levy a Special Assessment against all Owners in order to replenish said operating reserve to its full twenty-five percent (25%) level.

(f) The Budget shall include provision for an administrative fee equal to not less than fifteen percent (15%) of the remainder of the Budget, to cover the administrative costs of the Association, including but not limited to costs of personnel, office operations and other similar or related expenses.

(g) The Budget shall include provision for assessments of the Master Association to be collected from the Owners and/or Unit Owners through the Association pursuant to the terms of the Master Declaration.

(h) Any Owner may, after at least five (5) days prior written notice to the Association and at the sole expense of the Owner, review the financial records of the Association

at the Association's office. Any such Owner may designate an Occupant of its parcel (e.g. a tenant) and/or a professional consultant (e.g. an accountant) to perform such review.

**6.9 Declarant's Assessments.** Notwithstanding anything herein to the contrary, Declarant shall have the option, in its sole discretion, to (a) pay Shared Expense Assessments on the Parcels owned by it, or (b) not pay Shared Expense Assessments on any Parcels and in lieu thereof fund any resulting deficit in the Association's operating expenses not produced by Shared Expense Assessments receivable from Owners and Unit Owners other than Declarant and any other income receivable by the Association. The deficit to be paid under option (b) above, shall be the difference between (i) actual operating expenses of the Association and (ii) the sum of all monies receivable by the Association (including, without limitation, Assessments, interest, rental income, fees, late charges, fines and other income) and any surplus carried forward from the preceding year(s). The foregoing shall not be applied in a manner to increase the Assessments of the other Owners and Unit Owners. Declarant may from time to time change the option under which Declarant is making payments to the Association by written notice to such effect to the Association. After all Parcels within the Property are sold and conveyed to third party purchasers, neither Declarant nor its affiliates shall have further liability of any kind to the Association for the payment of Assessments, deficits or contributions.

**6.10 Master Association Assessments.** The Association shall include within the Budget, and collect from the Owners and Unit Owners by Assessment, any assessments of the Master Association required to be collected from the Owners and/or the Units Owners by the Association pursuant to the Master Declaration.

## **ARTICLE 7. EFFECT OF NON-PAYMENT OF ASSESSMENTS; REMEDIES OF THE ASSOCIATION**

**7.1 Imposition of Lien; Interest; Late Payment Fees.** The Association has a lien on each Parcel, enforceable by the Association, to secure payment of all Assessments now or hereafter imposed in accordance with this Declaration. The lien shall also secure payment of all late charges and interest on delinquent Assessments, reasonable attorney's fees and other costs incurred by the Association in connection with the collection of unpaid Assessments. If all or any part of any installment of any Assessment is not paid within ten (10) days after its due date, the Owner responsible therefor shall also pay a late charge equal to five percent (5%) of the unpaid Assessment. If all or any part of any installment of an Assessment is not paid within thirty (30) days after it is due; the Owner responsible therefore shall also owe interest on the unpaid amount from its due date at the highest lawful rate. If a Condominium Association fails to make full payment of any Assessment the Association shall have a lien upon the entire Condominium, including all Units and common elements. The lien shall exist upon each such Unit, regardless of whether the related Unit Owner has paid to its Condominium Association its share of the Assessment.

**7.2 Claim of Lien; Notice of Lien.** No action shall be brought to foreclose any Assessment lien herein prior to the date thirty (30) days after the date of recording of a claim of lien in the Public Records of the County ("Claim of Lien"), and a notice of the recording of the Claim of Lien ("Notice of Claim of Lien") is deposited in the United States Mail, certified or registered, postage prepaid, addressed to the defaulting Owner.

**7.3 Collection of Unpaid Assessments.** If any Assessment or installment thereof is not paid within thirty (30) days after its due date, the Association shall mail a Default Notice to the Defaulting Owner, and if an action for lien foreclosure is contemplated, a Notice of Claim of Lien. A single notice meeting the requirement of both the Default Notice and the Notice of Claim of Lien may, in the alternative, be issued, in accordance with it the schedule and to the same persons as stated in the preceding sentence. The Default Notice shall specify that one or more Assessments or installments thereof or other amounts due hereunder are delinquent; the action required to cure the default; a date (not less than thirty (30) days from the date the default notice is mailed to the defaulting Owner) by which such defaults must be cured, and that failure to cure the default on or before the date specified in the notice may result in an action to foreclose the lien and/or acceleration of the due date of the balance of the Shared Expense Assessments and Capital Improvement Assessments installments (if any) coming due in the same fiscal year. The Association shall give notice to the Master Association of any delinquent Assessments which include assessments of the Master Association to be collected through the Association pursuant to the Master Declaration.

**7.4 Curing of Default.** Upon the timely cure of any default for which a Claim of Lien has been recorded by the Association, an officer thereof shall execute and record an appropriate release of the Claim of Lien. With respect to any Claim of Lien recorded against a Condominium (upon request from the Condominium Association) the Association shall execute and record a partial release of the Claim of Lien with respect to all Units as to which the related Unit Owners have paid to the Condominium Association their full Condominium Association assessment which includes all funds related to the Assessment levied by the Association. However, the Association shall not be required to issue partial releases for Unit Assessment shares which in the aggregate exceed the amount of actual funds for that Assessment received by the Association from the Condominium Association.

**7.5 Cumulative Remedies.** The liens and the rights of foreclosure and sale hereunder shall be in addition to, and not a substitute for, all other rights and remedies the Association may have hereunder and under law or equity, including but not limited to a suit to recover a money judgment.

**7.6 Subordination of the Lien to Mortgagees.** The lien to secure payment of any Assessment shall be subordinate to the lien of a bona fide first mortgage created in good faith and for value and recorded before a related Claim of Lien is recorded (a "First Mortgage") and to any lease executed prior to the recording of the Claim of Lien. The lien is superior to, and takes priority over, all other mortgages regardless of when recorded. A Mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or a first Mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under any of them, shall hold title subject to the liability and lien of any Assessment or charge that comes due after taking title. Any unpaid Assessment or charge which cannot be collected by reason of this Section 7.6 shall become a Shared Expense, collectible from all Parcels and Units, including the Parcel or Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

**7.7 Estoppel Information.** Within fifteen (15) days after receipt of a written request from an Owner or Unit Owner, prospective purchaser or prospective mortgage lender, the Association shall provide written certification (commonly referred to as an "estoppel letter") to

the person making the request, stating whether all Assessments and other monies owed to the Association by the Owner or Unit Owner with respect to the affected Parcel have been paid.

**7.8 Notices to Condominiums.** Default Notices and Notices of Claims of Lien related to Assessments to Condominiums shall be sent to the Condominium Association, which shall forward such Notices to all affected Unit Owners.

## **ARTICLE 8. USE RESTRICTIONS**

**8.1 Compliance with Laws and Insurance Requirements.** Each Parcel Owner and Unit Owner shall comply with all governmental laws, rules, orders, ordinances, regulations and requirements now or hereafter enacted or promulgated with respect to the Property, their Parcel or their Unit. Nothing shall be done or kept in the Property which will unreasonably increase the rate of insurance, or conflict with the requirements of any insurance policy maintained by the Association, without the approval of the Board. Nothing shall be done or kept on or within the Property which would result in the cancellation of insurance obtained by the Association, or unreasonably increase premiums for such insurance.

**8.2 Disturbances.** No Owner or Unit Owner shall cause or allow an amount, type or quality of odor, noise or vibration to emanate from its Parcel or Unit which unreasonably damages or disturbs the occupancy, use or enjoyment of any other Parcel, Unit or Common Area. However, it is understood and accepted that there is foreseeable amount, type and quality of noise, odors or vibrations emanating from restaurants, bars, entertainment establishments, retail stores and other businesses to be located within the Commercial Parcels, and from vehicular traffic in the Streets and parking areas within the Veranda Park project, and such shall not be deemed unreasonable. As such, all Owners and Unit Owners acknowledge, and by their acceptance of a deed to a Parcel or Unit agree, that Parcels and Units within the Veranda Park project shall be subject to foreseeable interactions, sounds, activities and other circumstances common to such a mixed use development, and shall not hold Declarant, the Association or any Commercial Owner liable or responsible due to such occurrences, or be entitled to restrict or eliminate same. No sound-absorbing or sound-shielding facilities or improvements installed in the original construction of any Building shall be removed without the approval of the ARC.

**8.3 Uses of Lots and Structures.** All Parcels, Units and Buildings shall be used only for the general purposes for which they are designed and at all times used, operated and maintained in accordance with the Master Declaration and all applicable zoning and other use requirements, conditions and restrictions applicable to same, including, without limitation, any contained in a deed or lease from Declarant or its affiliates.

**8.4 Parking and Vehicular Restrictions.** Parking in or upon the Parking Garages, Parking Lots or other parking facilities within the Property shall be restricted to the parking spaces located therein as designated by the Association. No person shall store or keep on any portion of the Property any large commercial type vehicle (for example, dump truck, trailer, cement mixer truck, oil or gas truck, delivery truck, etc.), nor may any person keep any other vehicle on the Common Areas which is deemed by the Association to be unsightly or a nuisance. No trailer, camper, motor home, boat, watercraft or recreational vehicle shall be stored on the

Property or at any time, or (either temporarily or permanently) used as a residence. No person shall conduct restorations or major repairs (except in an emergency) of any motor vehicle, boat, trailer, or other vehicle upon any portion of the Property. If a Residential Condominium includes private parking garages or spaces as described in Section 2.4, the related Residential Unit Owners and their Occupants shall only park in the private parking garages or spaces associated with their Unit, and shall not otherwise park in the Parking Garages, Parking Lots or elsewhere on the Property. All guests of Residential Unit Owners or Residential Unit Occupants shall only park within the Parking Garages attached to the related Condominium. All vehicles will be subject to reasonable height, width and length restrictions and other reasonable rules and regulations now or hereafter adopted by the Association, and no vehicle shall park within a Parking Garage, Parking Lot or other parking area which does not fully fit within a marked parking space in such Parking Garage, Parking Lot or other parking area. Customary delivery vehicles delivering goods, inventory and supplies to Commercial Parcel Owners or Occupants shall not be prohibited access to or upon the Streets, Parking Lots and Parking Garages, provided that all such delivery vehicles shall abide by all of the rules and regulations related to delivery vehicles established by the Association from time to time, and shall only use designated loading and unloading areas in the Common Areas as designated by the Association. No deliveries shall be made from any delivery truck parked on any Street through the front door of any retail space in the Property. The Association reserves the absolute right, at the expense of the vehicle owner, to tow from the Property any vehicle which does not comply with any of the requirements of this Declaration or the rules or regulations of the Association. The restrictions set forth in this Section 8.4 are in addition to those imposed by Section 2.4 above.

**8.5 Outside Displays** No sign, poster, banner, awning, flag, display, billboard or advertising device of any kind shall be displayed to the public view on or above any portion of the Property without the prior written consent of the ARC in accordance with the signage policy established by the ARC from time to time, except signs (regardless of size) used by Declarant, its successors or assigns for advertising during the construction, sale and leasing period. The walkways and other portions of any Lot located outside of any Building on the Lot may only be used for pedestrian access or other purposes approved by the Board. No merchandise or other display of any tenant, Occupant or Owner of any Commercial Parcel may be located or displayed outside of a Building without the approval of the ARC. The Association may establish reasonable rules and regulations from time to time with respect to the display of merchandise on the walkways and arcade areas within any Lot, or to be sold from carts or kiosks.

**8.6 Pet and Animal Restrictions.** No animals, livestock, fish, reptiles, birds, insects or pets of any kind shall be raised, bred, or kept in or upon any portion of the Property, with the exception that Residential Unit Owners may keep (a) up to two (2) dogs, (b) up to two (2) common domestic house cats, (c) small birds, (d) fish and (e) small animals such as guinea pigs or hamsters, subject at all times to the reasonable rules and regulations of the Association, which may include a limitation on the number of total pets from the permitted list described above as determined by the Association on a general and/or case by case basis. The Association may revoke the right of the Unit Owner to keep some or all of such pets if such rules or regulations are violated. All pets shall at all times be cared for and kept under the control of the Unit Owner so that no unreasonable noise or odor related to such pets emanates from the Unit. Further, all dogs and cats shall be kept on a leash at all times when they are on the Property outside of their Unit. Dogs and cats may only be walked in portions of the Common Areas designated by the

Association, and Unit Owners shall pick up all pet excrement and dispose of such in designated receptacles to be provided by the Association.

**8.7 Trash.** No rubbish, trash, garbage or other waste material (collectively "Trash") shall be stored or disposed of in any portion of the Property, except in locations and receptacles as approved by the Association. Residential Unit Owners are to dispose of all Trash in the designated Trash chutes to be located in the common elements of those Condominiums, which chutes shall collect and direct such Trash to common receptacles to be located in the Parking Garages located adjacent to those Condominiums, or in such other designated receptacles as are provided or approved by the Association. Office Unit Owners and Commercial Parcel Owners, and their Occupants, are to dispose of Trash only in the receptacles designated by the Association for the Lot upon which their Unit or Parcel is located. The Association may designate certain Trash receptacles for different types of Trash (e.g. wet or dry), and may designate specific Trash containers for specific uses. Removal of Trash from all common Trash receptacles shall only be procured or performed by the Association unless otherwise determined by the Board, and the cost of such shall be a Shared Expense. The Association may from time to time establish further rules, regulations, policies and procedures for Trash handling and disposal at the Property.

**8.8 Temporary Structures.** No structure of a temporary nature (including, without limitation, trailers, tents, modular buildings, portable toilets, shacks or mobile offices) shall be located or used within the Property, except (i) such as may be used or permitted by Declarant or its affiliates during periods of sales, leasing, construction or renovation, (ii) such as is reasonably required and approved by the Association related to any repair or reconstruction activity after a casualty loss or condemnation taking of a portion of the Property, or (iii) for special events at the Property approved or organized by the Association.

**8.9 Building Surfaces.** In addition to the restrictions and easements imposed by Section 2.3(e) above, no Owner or Unit Owner may use (other than for structural support purposes according to the Building Plans), access, install or attach upon or to any wall or roof of any Building any fixture, structure, installation, facility, sign or banner without the consent of the ARC, to be given in the sole discretion of the ARC. Such restrictions shall not be construed to unlawfully prohibit the installation of any telecommunications or satellite devices upon the roof of any Building, but any such installation shall be screened from view in a manner approved by the ARC. No Owner or Unit Owner may alter or modify the appearance of the exterior of any Building, including all walls, windows, balconies or other facilities, or locate any items thereon, without the approval of the Association. Balconies adjacent to any Unit shall be available for the exclusive use of the adjacent Unit Owner as a limited common element pursuant to the Declaration of Condominium related to such Unit. However, no Unit Owner may locate any furniture or personal property on a balcony without the approval of the ARC, and no balcony, window or door on or within the outer surface of any Building portion included within any Condominium shall have located upon it any cover, drape, window tinting or other such similar material which is visible from the exterior of the Building except such as is approved by the ARC. It is the intention of the foregoing restrictions that the Buildings maintain a consistent aesthetic appearance, style and standard throughout the Property. Except such as may be mandatorily permitted by law, no hurricane shutters may be installed on any Building by any Owner or Unit Owner which have not been approved by the ARC, and the ARC may deny the

right to install hurricane shutters over any windows or doors, and may limit hurricane protection for such doors and windows to laminated glass, window film or other material architecturally designed to serve as hurricane protection which complies with the applicable building code. Further, no such laminated glass, film or other material shall be removed without the approval of the ARC. In the event of an actual or threatened windstorm the Association shall have no responsibility to install hurricane shutters or other storm protections upon any portion of the Property other than the Common Area improvements, and each Owner and Unit Owner shall in such event take all necessary or desired actions to protect its property from the effects of such windstorm.

**8.10 Play Areas.** As to areas outside of their Condominium, Unit Owners are responsible to cause their children playing the Veranda Park project to play only in designated Common Area play locations as specified by the Association from time to time, and all children shall be subject to the reasonable rules and regulations of the Association with respect to such play areas, including but not limited to rules related to accompanying and supervising young children in play areas, and specified days and times of use.

**8.11 Condominium Parcel Uses.** Without the approval of the Association, the Residential Condominium Parcels may only be used for residential purposes and may not be used for any other purpose, including but not limited to commercial purposes, professional or other office uses, timeshares, hotel or other lodging purposes. Residential Units may, however, include a home office of a Unit Owner or Occupant residing in such Unit, provided no business operated from such home office routinely involves meetings by third parties at the Property or is operated in violation of any applicable governmental law, ordinance, rule or regulation. Without the approval of the Association, Office Condominiums may only be used for professional office or other office purposes. Declarant and its affiliates may further limit and restrict the type of office uses to be made as to any Office Unit, and any such restriction may be set forth in the deed conveying the Unit to its first purchaser from Declarant or Declarant's affiliate, or by other instrument. The Association may, with the approval of Declarant, enforce hereunder any such restriction imposed upon any Office Unit. The foregoing restrictions on Residential and Office Units are in addition to all other restrictions imposed on the Units by this Article 8 or elsewhere in this Declaration. Declarant reserves the right, in its sole discretion, to grant to any portion of the Property (and the Owner thereof) the right to use such for timeshare, fractional ownership, hotel or other lodging use.

**8.12 Additional Restrictions.** Further, the Association may from time to time enact additional reasonable rules and regulations governing the use, enjoyment and operation of the Property, including but not limited to rules concerning lighting, noise, hours of nonresidential operations, traffic speed limits and security measures; provided no such rule or regulation shall unreasonably interfere with the permitted use or operation of the Commercial Parcels, materially adversely impact the normal and reasonable operation of any Commercial Parcel tenant's business or require any such tenant to deviate from its normal hours of operation, and customers will not be unreasonably prevented from accessing businesses located in the Commercial Parcels. The Association may also enact reasonable rules and regulations with respect to the use, storage, transport or disposal of any hazardous materials upon or within the Property, or other dangerous activities. To the fullest extent permitted by law the Association may also, from time to time, impose requirements for exclusive or non-exclusive common telecommunications,

television, internet and/or other technology or information services system(s) serving all or a portion of the Veranda Park project, with reasonable rules and regulations related thereto. Association rules and regulations may differ with respect to the use and enjoyment of the Commercial Parcels, the Office Condominiums and the Residential Condominiums provided a reasonable basis exists for such differing treatment. No Owner or Unit Owner, other than Declarant or any of Declarant's affiliates, may impose any further restriction upon any Parcel, Unit or other portion of the Property without the consent of the Association, to be given in the sole discretion of the Board.

**8.13 Variances.** The Board shall have the right and power to grant variances from the provisions of this Article 8 and from the Association's rules and regulations for good cause shown, as determined in the reasonable discretion of the Board. No variance granted as aforesaid shall alter, waive or impair the operation or effect of the provisions of this Article 8 in any instance in which such variance is not granted.

**8.14 Declarant Exemption.** In order that the development of the Property may be undertaken and the Property established as a fully occupied community, no Owner nor Unit Owner shall do anything to interfere with Declarant's activities. Without limiting the generality of the foregoing, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant or its affiliates, or their contractors or subcontractors, from doing on any property owned by them whatever they determine to be necessary or advisable in connection with the completion of the development of the Property, including without limitation, the alteration of its construction plans and designs as Declarant deems advisable in the course of development and/or enlargement of any portion of the Property; or

(b) Prevent Declarant or its affiliates, or their contractors, subcontractors or representatives, from erecting, constructing and maintaining on any property owned or controlled by Declarant, or its affiliates, successors or assigns or their contractors or subcontractors, such structures as may be reasonably necessary for the conduct of their business of completing said development and establishing the Property as a community and disposing of the same by sale, lease or otherwise; or

(c) Prevent Declarant or its affiliates, or their contractors or subcontractors, from conducting on any property owned or controlled by Declarant, or its affiliates, successors or assigns, their business of developing, subdividing, grading and improvements in the Property and of disposing of Lots, Parcels and/or Buildings therein by sale, lease or otherwise; or

(d) Prevent Declarant or its affiliates from determining in their sole discretion the nature, quality, type or timing of improvements to be constructed upon the Property; or

(e) Prevent Declarant or its affiliates, or their contractors or subcontractors, from maintaining such sign or signs on any property owned or controlled by any of them as may be necessary in connection with the operation of any Parcels owned by Declarant, or its affiliates, or the sale, lease or other marketing of Lots and/or Buildings, or otherwise from taking such other actions deemed appropriate; or



(f) Prevent Declarant from filing Supplemental Declarations or amendments which modify or amend this Declaration, or which add or withdraw additional property as otherwise provided in this Declaration; or

(g) Prevent Declarant or its affiliates from modifying, changing, re-configuring, removing or otherwise altering any improvements located on the Common Areas.

In general, Declarant shall be exempt from all restrictions, conditions or requirements set forth in this Declaration to the extent such interfere or conflict in any matter with Declarant's plans for construction, development, use, sale or other disposition of the Property, or any part thereof.

**8.15 Registration of Use.** Every Owner, Unit Owner and Occupant shall provide to the Association promptly upon issuance thereof a copy of each certificate of occupancy, business or occupational license or other such approval issued to them by any governmental authority for use of any portion of the Property.

**8.16 Master Declaration Restrictions.** The restrictions of this Declaration are in addition to any restrictions imposed on the Property pursuant to the Master Declaration.

## ARTICLE 9. PROPERTY MAINTENANCE

**9.1 Maintenance of Parcels.** The Veranda Park project is intended to be an integrated development maintaining a consistent architectural appearance and quality. As such, the Veranda Park project requires a high level of consistency of maintenance, repair, replacement and reconstruction of all improvements, which is intended to preserve and enhance the value of the Property and each Owner's and Unit Owner's interest therein. Therefore, the Association shall be responsible for maintenance and repair of portions of the Property in addition to the Common Areas, as provided herein. Such maintenance duties of the Association shall include the following:

(a) Maintenance, repair and replacement of all portions of each Commercial Parcel between the boundaries of its Lot and the outer boundaries of each Building located therein, including all landscaping, trees, shrubs, sidewalks, driveways, paved surfaces, lighting fixtures and other improvements located within those areas. Such areas to be maintained by the Association shall also include areas within any open arcades on the first floor of any Building, except that the storefront façade of any leaseable space within any arcade (except for any portions thereof finished with the unique process described below) shall be maintained by, and at the sole expense of, the Commercial Owner and/or its Occupants.

(b) Maintenance, repair and replacement of the exterior-wall surfaces of all Buildings, regardless of whether any such wall is included within a Commercial Parcel or a Condominium, but excluding storefront surfaces located within a first-floor Commercial Parcel open arcade (except for any portions thereof finished with the unique process described below). Such maintenance shall include necessary cleaning, resurfacing, repairs and maintenance from time to time, but shall exclude repair or replacement of windows. Windows and balcony doors shall be maintained and replaced by the Owner of the portion of the Building in which the window or balcony is located, and any broken windows shall be promptly replaced by that Owner. All replaced or repaired windows or balcony doors shall be of matching design,

materials and finish as the other similarly located windows or balcony doors in the Building, and shall be subject to the approval of the ARC. However, the Association may elect to clean on a reasonable schedule the outer surfaces of all windows within each Condominium which are not accessible while standing upon any balcony within the Condominium. By acceptance of a deed of any portion of the Property, each Owner and Unit Owner acknowledges and recognizes that the exterior wall surfaces of the Buildings in the Veranda Park project have been constructed with a sophisticated finish process which creates a unique aesthetic affect which is fundamental to the identity, character and value of the entire Veranda Park project. As such, the Association shall use such finishing processes in maintaining and repairing all exterior Building wall surfaces, and shall employ only contractors highly skilled in the performance of such. The Owners and Unit Owners shall be deemed to acknowledge and agree that the cost and expenses of such maintenance and repair of the walls may be increased due to the use of such finish process, and agree to reimburse all of such costs and expenses as a Shared Expense.

(c) All structures or improvements located on or above the roof surface of any Building, including but not limited to all towers, architectural features and other such structures. However, the Owner of the roof (which shall be the Condominium Association as to any Building in which a Condominium is located) shall be responsible to maintain, repair and replace the roof surface and all waterproofing elements of the roof, including but not limited to replacement of the roof surface and repair of any leaks or other intrusions. Any clocks visible to the public within the Veranda Park project which are located within any Building wall or roof improvements shall be maintained by the Association.

All costs and expense of the Association in performing the maintenance, repair and replacements described in this Section 9.1 shall be reimbursed generally by the Owners as Assessments pursuant to Article 6 above, except to the extent covered by hazard insurance proceeds received by the Association related thereto. At the reasonable discretion of the Association, such costs and expenses may be regarded as either Shared Expense Assessments or Special Assessments. To the extent such costs relate to Buildings, the Association shall assess such costs and expenses to the Owners of the Buildings to the extent reasonably divisible such that the Owners are assessed for such costs and expenses approximately to the extent such relate to their portion of their Building. Such costs and expenses assessed with respect to any Building which includes both a Commercial Parcel and Condominium shall be divided between the Owners of that Building such that the Commercial Owner shall pay sixty percent (60%) of such costs and expenses and the Unit Owners shall pay forty percent (40%) of such costs and expenses. Non-Building costs and expenses shall be assessed generally to all of the Owners by the Association, which costs and expenses include but are not limited to those related to portions of Lots located between any Street and a Building boundary.

**9.2 Maintenance of Condominium Parcels.** Except as provided in Section 9.1 above, maintenance, repair and replacement of all portions of each Condominium, including both Units and common elements, shall be performed by the applicable Condominium Association and the Unit Owners as assigned in the Declaration of Condominium for the applicable Condominium. Such shall include, but are not limited to, the cleaning of the interior glass surfaces; balcony accessible exterior surfaces of all doors and windows; maintenance, repair and replacement of interior window trim and window frames; and maintenance, cleaning, repair and replacement of all doors within the Condominium providing access to the Units. Perimeter doors

visible to the public from within any elevator or stairwell lobby located within any Parking Garage shall be maintained, repaired and replaced by the Association, and the costs of such shall be recovered from the Condominium Association by Assessment. The Condominium shall be maintained in a manner to avoid any unsightly or dangerous appearance or condition. Condominium Associations shall be fully responsible for all maintenance, repair and cleaning of elevators and stairwells located in the Buildings, except in Buildings in which the elevator and/or the stairwell (as applicable) is owned by the Association.

**9.3 Maintenance by Commercial Owners.** Except as provided in Section 9.1 and Section 9.7, maintenance, repair and replacement of all portions of each Commercial Parcel shall be performed by its Owner. All public or common areas within any Commercial Parcel, including but not limited to entranceways, hallways, arcades and bathrooms, shall be maintained in a first class manner. Subject to Section 9.7 below, such responsibilities include but are not limited to maintaining, repairing and replacing, as necessary, portions of the plumbing, heating, electrical and air conditioning systems which serve only its Parcel. The Commercial Owner shall be entitled to reimbursement from any Condominium located within the same Building for a reasonable share of the costs of maintenance, repair and replacement of the Building with respect to the following items: (i) structural repairs affecting or benefiting both Parcels, and (ii) any other repairs performed by the Commercial Owners which benefit both Parcels. The Condominium's share of such costs shall be reasonably allocated based upon the respective benefits accruing to both Parcels related to the work performed by the Commercial Owner. Any such reimbursements to be made by a Condominium shall be paid by the Condominium Association within thirty (30) days after receipt of written notice of claim for reimbursement given by the Commercial Parcel Owner, which notice shall include reasonable documentation supporting such reimbursement request. In the event that the Condominium Association fails to pay such reimbursement within said thirty (30) day period the Commercial Parcel Owner shall have a lien upon the Condominium Parcel in the same manner as available to the Association pursuant to Article 7 above, which lien shall be subject to all of the enforcement rights and restrictions imposed in said Article 7, including but not limited to Section 7.6 therein.

**9.4 Maintenance by Association.** The Association shall also be responsible for all reasonably required maintenance, repair and replacements of the Common Areas and improvements included therein, and all Areas of Common Responsibility. All such maintenance, repairs and replacements shall be performed in a first class manner by employees of the Association, or by licensed contractors selected by the Association, which contractors shall carry public liability insurance and employer liability insurance in amounts satisfactory to the Association, and such worker's compensation insurance as is required by law. The Association, its employees, agents and contractors shall have easements for access upon or within all of the Parcels as reasonably required to perform the maintenance, repair and replacement responsibilities described in this Article 9.

**9.5 Building Repairs.** Each Commercial Parcel Owner and Condominium Association shall maintain, repair and replace as reasonably required all structural elements within any portion of a Building included within its Parcel in a first class manner to avoid any failure of such structural element, including but not limited to preventing moisture from entering into any concrete support. The Association shall have the right to inspect all repairs, replacements or maintenance as to any portion of any Building. All such work which involves

both a Commercial Parcel and a Condominium shall be performed as a coordinated effort between the Association and the Owners of both Parcels, and consistent with Article 11 and Article 13 below. Structural repairs to the Building which involve, affect or benefit both a Commercial Parcel and a Condominium shall be performed by and under the direction of the Commercial Owner, for the benefit of both Owners, and in such event the Commercial Owner shall select the contractor to perform the repairs. All repairs to any Building which involve multiple Parcels shall be performed pursuant to a single construction contract entered into by the affected Commercial Owner and the affected Condominium Association. All of such joint efforts shall be performed in a manner to minimize (to the extent reasonably possible) the burden, intrusion or interference with the activities of the Owners, Unit Owners or Occupants of each Parcel. Any such activities which are funded by insurance proceeds or condemnation awards shall be performed consistently with Article 11 and Article 13 below. All awnings located by a Commercial Owner on the first floor of a Building shall be maintained by and at the expense of the Commercial Owner, and shall require the approval of the ARC pursuant to Article 12 below. The Association, at the sole discretion of the Board, may elect to perform any Building repairs, replacements or maintenance which involve either a single Parcel or multiple Parcels if the Board determines that such efforts by the Association shall be in the best interest of the Veranda Park project, and the Association shall have an easement for such purposes. In such event, all of the Association's costs and expenses related thereto shall be assessed to the related Owners according to a reasonable allocation of the benefit of such services performed by the Association, together with an administrative fee of ten percent (10%) of the total of such costs and expenses. The foregoing shall not be construed in any manner to obligate the Association to perform any such maintenance, repair or replacement within any Building. The foregoing rights of the Association are in addition to those rights provided by Section 9.6 below.

**9.6 Remedies of Association.** The Association may at any time, after reasonable notice to the Owner, enter upon or within any portion of any Parcel to inspect the status of any maintenance, repairs or replacements to be performed by any Owner or Unit Owner. Further, the Association may require any Owner to provide a certification from a duly licensed engineer in form reasonably acceptable to the Association confirming that any structural repairs or replacements have been properly and fully performed. In the event that any Owner or Unit Owner fails to maintain, repair or replace any portion of its Parcel or Unit as required by this Article 9, after reasonable notice from the Association the Association may enter within and upon such Parcel or Unit and perform such maintenance, repair or replacement, and the Association and its agents shall have an easement for access for such purposes. All costs and expenses of the Association in performing such and together with an administrative fee of fifteen percent (15%) of the total of such costs and expenses, and shall be recovered as a Special Assessment levied upon the related Owner and/or Unit Owner(s). All maintenance, repair or replacement by any Owner or Unit Owner upon any portion of their Property which is visible by the public from any street or from within any Building within the Property shall be performed in a first class manner. All maintenance, repairs and replacement within the Property shall be performed consistent with the requirements of Article 12 of this Declaration and such other restrictions imposed herein as are applicable.

**9.7 Utilities Maintenance.** All utility facilities located within any Building which solely serve a single Parcel shall be maintained, repaired and replaced by the Owner of that Parcel. The Association shall maintain, repair and replace all utility facilities located within any

Common Area or within the portion of any Lot between the Lot boundary and the Building boundary. The cost of such activities by the Association shall be assessed to the Owners who are served by the easement facilities as a Special Assessment. Utilities facilities located within any Building which serve multiple Parcels within the Building shall also be maintained, repaired and replaced by the Association. The Association's cost of such shared facilities work shall be reasonably allocated between the Parcels as a Special Assessment based upon the quantities of their respective uses of those facilities. For purposes of this Section 9.7, utilities facilities shall, without limitation, include fire and/or security systems, emergency lighting, audio and visual signals, and other life safety systems which serve an entire Building.

**9.8 Association Obligations.** The repair and replacement obligations of the Association with respect to any portions of the Commercial Parcels or Condominiums as provided in Section 9.1 above shall not be deemed to include repairs, replacements or reconstruction required due to fire or other casualty, or resulting from a condemnation action. Repairs, replacements and reconstruction to be performed in the event of such casualty or condemnation shall be performed pursuant to Article 11 and/or Article 13 below, as applicable.

**9.9 Time.** All repair, maintenance, replacement or reconstruction work to be performed pursuant to this Article 9, Article 11 or Article 13 shall be performed expeditiously by the Association and/or the affected Owners and Unit Owners (as applicable) with full diligence, time being of the essence thereof.

**9.10 Warranty Claims.** Notwithstanding any provision herein to the contrary, all repairs to any Building or other improvements which are the subject of warranty claims against any contractor shall be performed in a manner to preserve and benefit from all available warranties. The foregoing shall be applicable to all work to be performed pursuant to this Article 9 or Article 11 below.

**9.11 Building Permits.** Any Owner or Unit Owner performing any repair, replacement or reconstruction of any Building or other improvement within the Property shall obtain all required building permits or other similar approvals from the City and any other applicable authority prior to commencing such work, and shall promptly provide a copy of all such permits and approvals to the Association.

**9.12 Protection of Environment.** During any construction, repair or maintenance process carried out by any Owner, Unit Owner or Occupant as to any portion of the Property the Association may impose reasonable requirements regarding screening of affected areas from public view, noise restrictions and other procedures and/or requirements which protect and preserve the aesthetic appeal and general environment of the Veranda Park project

## **ARTICLE 10. INSURANCE**

**10.1 Property Insurance.** As a mixed use development with multiple owners and a common and integrated architectural scheme with shared Buildings, consistency of restoration of Buildings after casualty loss is a significant concern of all owners. As such, the Association shall obtain and maintain a blanket hazard insurance policy (or multiple policies as determined by the Board) insuring all of the improvements within the Property, including (a) all Common

Area improvements, and (b) all Buildings and other improvements located within each Commercial Parcel and Condominium, with the exclusion of (x) those items listed in the next sentence and (y) any coverage with respect to Units which is the responsibility of the Unit Owners as provided in Section 10.4. Such policy(s) to be obtained by the Association, to the extent related to casualty loss to non-Common Areas, shall not provide coverage for damage or destruction to any personal property, furniture, fixture or inventory of any Owner, Unit Owner or Occupant, and shall not insure against damage to any of the following located in any Parcel or Unit: (a) carpeting, tile or other floor covering, (b) paint, wallpaper or other wall covering, or (c) ceiling coverings; and shall not cover damage to any (x) heating, ventilation and/or air conditioning lines, facilities, ducts, controls or other such equipment serving any Parcel or Unit, or (y) lighting, plumbing or electrical fixtures or other such elements included within any Unit or Parcel. All property insurance as to such excluded items, fixtures or improvements shall be obtained separately by the Owners, Unit Owners and Occupants, as applicable. The premiums for such Association-obtained insurance shall be included within the Shared Expenses. The portion of such premiums related to the Common Areas shall be assessed generally in a manner consistent with the other general expenses of the Association. The remainder of the premiums shall be allocated in the Assessments to each Parcel in pro rata shares based upon the relative financial value of the improvements in each Parcel as related to the total coverage provided pursuant to the property policy(s). Such property issuance shall cause the covered improvements within the Property to be insured under a special risk policy against loss or damage by fire, water, lightening, windstorm, hail, explosion, riot, collapse, and smoke damage, and such other risks, casualties and hazards as may from time to time be carried by prudent owners of similar buildings, with so called "all risk," extended coverage and vandalism and malicious mischief endorsements, in an amount equal to the full insurable replacement value thereof. The Association master property policy(s) shall include insurance covering damages to any Parcel or the Common Area due to occurrences originating within another Owner's Parcel and caused by the negligence of any Owner or Unit Owner, their failure to maintain their Parcel or Unit, or any other casualty within the Parcel which causes damage to another Parcel or the Common Area. All proceeds from each property insurance policy obtained by the Association pursuant to Section 9.1 above (or payable under any alternate policy approved by the Board with respect to any Parcel) shall be payable to the Association, which shall hold such proceeds in trust. In the event of an occurrence resulting in total loss proceeds of less than One Hundred Thousand and No/100 Dollars (\$100,000.00) from any such policy, the entire amount of such proceeds shall be immediately disbursed to the Owners whose property experienced the damage. If such damage involves multiple parcels, the funds shall be disbursed based upon a reasonable allocation of the costs of restoration. If the total loss proceeds for a Parcel exceeds One Hundred Thousand and No/100 Dollars (\$100,000.00) all such insurance proceeds shall be paid to the Insurance Trustee (defined below). If so directed by the affected Condominium Association, any disbursement of insurance proceeds related to damage to a Condominium made by the Association pursuant to the foregoing sentence or made by the Insurance Trustee after fulfillment of all of the requirements of Article 11 shall be paid to an insurance trustee appointed by the Condominium Association. The duty of the Insurance Trustee is to receive all proceeds paid, hold them in trust, and disburse them in the shares and for the purposes stated herein. No Mortgagee has a right to require application of proceeds from property insurance policies to reduce the principle balance owed on the mortgage it holds against a portion of the Property, and no Mortgagee has a right to participate in making the decision about whether damaged property will be reconstructed.

**10.2 Association Insurance.**

(a) Association Responsibility. The Association, acting through its Board or its duly authorized agent, shall obtain and continue in effect the following types of insurance, if reasonably available, or if not reasonably available, the most nearly equivalent coverages as are reasonably available:

(1) As described in Section 10.1 above, blanket (or multiple policy) property insurance covering "risks of direct physical loss" on a "special risk" or so called "all risk" basis (or comparable coverage by whatever name denominated) for the full insurable replacement cost of all Buildings and related improvements, and all improvements in the Common Areas. If such coverage is not generally available at reasonable cost, then "broad form" coverage may be substituted. The Board shall approve the property insurance coverage from time to time, including but not limited to all deductibles. Payment of any deductibles as to any specific claim shall be made by the Owner of the portion of the Property which has been damaged, and in the event of claims related to damage to multiple Parcels from a single occurrence, the deductible shall be allocated between the Owners based upon the percentages of the claim allocated to each Parcel. Deductibles as to claims for damage to Common Areas shall be a Shared Expense.

(2) Commercial general liability insurance as to the Common Areas, Areas of Common Responsibility and all other areas within the Property to be maintained, repaired, replaced or constructed by the Association, insuring the Association and its Members and all Occupants and Unit Owners for damage or injury caused by the negligence of the Association or any of its Members, employees, agents, or contractors while acting on its behalf. If generally available at reasonable cost, the commercial general liability coverage (including both primary and umbrella policies) shall have a base limit of at least Three Million Dollars (\$3,000,000.00) per occurrence with respect to bodily injury, personal injury and property damage; provided, should additional coverage and higher limits be available at reasonable cost which a reasonably prudent person would obtain, the Association may obtain such additional coverage or limits;

(3) Workers compensation insurance and employers' liability insurance;

(4) Directors' and officers' liability coverage;

(5) Fidelity insurance covering all persons responsible for handling Association funds in an amount determined in the Board's business judgment; and

(6) Such additional insurance, including but not limited to umbrella liability coverage, as the Board in its reasonable judgment determines advisable.

(b) Premiums. Premiums for all insurance maintained by the Association shall be a Shared Expense and included in the Assessments. A reasonably estimated share of such premiums for insurance on Limited Common Areas may be included in the Assessment of the Parcels entitled to the exclusive use of such Limited Common Areas; unless the Board reasonably determines that other treatment of the premiums is more appropriate.

(c) Policy Requirements.

(1) All Association policies shall provide for a certificate of insurance to be furnished to each Owner upon their request and to the Association.

(2) All insurance coverage obtained by the Board shall be written with a company which is authorized to conduct business in the State of Florida and which satisfies such minimum size and financial strength standards as the Board in the exercise of its reasonable judgment deems appropriate.

(d) Board Authority - Insurance Coverage.

(1) The Board, upon resolution, shall have the authority to require all or any Owner(s) to do any act or perform any work involving portions of the Property which are such Owner's maintenance or repair responsibility, which will, in the Board's reasonable discretion, decrease the possibility of fire or other damage in the Property, reduce the insurance premium paid by the Association for any insurance coverage, or otherwise assist the Board in procuring or maintaining such insurance coverage. However, the Board may not require the Occupant of any Commercial Parcel to alter or refrain from the normal and customary operation of its business if conducted by such Occupant in accordance with all applicable underwriting standards and all applicable laws, ordinances and regulations applicable to the Property.

(2) In addition to, and not in limitation of, any other rights the Association may have, if any Owner does not comply with any reasonable Board requirement under subparagraph (d)(1) above, the Association, upon fifteen (15) days' written notice, may perform such required act or work at the Owner's sole cost and expense. Said cost shall be assessed against the Owner as a Special Assessment in accordance with Article 6 of this Declaration. The Association shall have all rights necessary to implement requirements the Board mandates pursuant to this subparagraph (d), including, but not limited to, a right of entry during reasonable hours and after reasonable notice to the Owner or Occupant of the Parcel, except that access may be had at any time without notice in an emergency situation.



(e) Disclaimer of Liability. Declarant and its affiliates shall not be held liable for any injury, damages, or loss arising out of the Association's failure or refusal to comply with the requirements set forth in Section 10.1 or this Section 10.2. Notwithstanding the Association's authority to require that work be performed within a Parcel or Unit as set forth in subsection (d) above, each Owner, Unit Owner and Occupant, and their respective tenants, guests, customers, invitees, and licensees, are responsible for their own personal safety and for their property. Neither the Association nor Declarant or any affiliate of Declarant shall in any way be considered insurers or guarantors of safety or security within the Property, nor shall they be held liable for any loss or damage by reason of failure to provide or require safety measures or the ineffectiveness of any safety measures undertaken.

**10.3 Insurance Policies**. Thirty (30) days prior to the expiration of any policy of property insurance or liability insurance maintained by the Association pursuant to provisions of Section 10.1 and/or Section 10.2, the Association shall deliver copies of proposed binders for the renewal policies to all Owners, to be followed within thirty (30) days after the renewal date by copies of the renewal policy, including relevant pages from any blanket insurance policies which it may maintain, evidencing renewal or extension of the required coverage. Each Owner and Unit Owner shall be named as an additional insured under the Property insurance policy to the extent such is applicable and appropriate. Upon request the Association shall cause the Mortgagee of any Owner or Unit Owner to be named as an additional insured on the applicable property policy(s). At the sole discretion of Declarant or the Board, the Association may cause the master property policy to be modified to delete any Parcel from the coverage thereunder, provided that the related Owner provides alternate property coverage acceptable to the Board as to amount, terms and insurer, provided that the applicable property coverage interfaces without gaps with the coverage carried by the Association. The property coverage carried by any Parcel Owner which is approved by Declarant or the Board must provide for all loss proceeds to be paid to the Association and any Insurance Trustee as provided by this Declaration, and used for restoration of the Property. Any such alternate property policy involving a Building and including both a Commercial Parcel and a Condominium shall require a coordinated blanket insurance policy covering the entire Building. Any alternate property policy approved by the Board and obtained by any Owner shall be subject to any terms and conditions imposed by the Board, and upon the violation of any such terms and conditions any approval for use of such an alternate policy may be revoked by the Board. If the Board or Declarant approve an alternative policy of property insurance for a Parcel, that Owner shall not be assessed for policy premium charges for the blanket property policy carried by the Association on that Owner's Parcel.

**10.4 Condominium Insurance**. Each Unit Owner shall be responsible to obtain all liability and hazard insurance necessary or desired by the Unit Owner to protect the Unit Owner, the Unit Owner's interest in their Unit and their personal property, and shall be subject to all of the other insurance related requirements set forth in the Declaration of Condominium governing their Unit. The Association shall not be responsible to obtain any property insurance to insure against damage to any Unit (including but not limited to interior walls, ceiling or wall finishes, floor coverings or fixtures) or any personal property of any Condominium Association or Unit Owner. Each Condominium Association shall at all times maintain general liability insurance in amounts not less than as required by its Declaration of Condominium at the original recording thereof, unless otherwise approved by the Board.

**10.5 Occupant Insurance.** Each Occupant of any Commercial Parcel shall be responsible to obtain all liability and property insurance required by their lease, if any, of their portion of the Property and to protect their personal property; tenant fixtures; inventory; furnishings; wall, floor and window coverings; equipment and all other tenant improvements.

**ARTICLE 11. PROPERTY DAMAGE; RECONSTRUCTION; INSURANCE  
PROCEEDS**

**11.1 Insurance Proceeds/Insurance Trustee.**

(a) Payment of Insurance Proceeds. All insurance policies to be obtained by the Association pursuant to Section 10.1 and Section 10.2 (and any alternate Owner-purchased policies approved by the Board) shall identify the Association as the agent for each Owner and Unit Owner to adjust all claims arising thereunder, and shall provide that all insurance proceeds shall be paid to the Association for distribution as provided hereunder. The Association shall be deemed the attorney in fact on behalf of the Owners and Unit Owners to the extent required to collect all insurance proceeds and to administer or disburse such or deposit same with the Insurance Trustee as provided herein.

(b) Insurance Trustee. The Insurance Trustee shall be selected by the Board from time to time. The Insurance Trustee shall be a financial institution with trust powers doing business in the State of Florida, or an attorney at law licensed and practicing in Florida, that is named by the Association. The Insurance Trustee may retain from the monies held by it the Trustee's reasonable fees and expenses for acting as Insurance Trustee.

(c) Trustee's Duties. The Insurance Trustee shall have no obligation to earn interest on any monies held by it unless the Association directs it to do so. If the monies on deposit are not held in an interest-bearing account pursuant to agreement between the Insurance Trustee and the Association, the Insurance Trustee (within thirty (30) days after request from any affected Owner given to the Insurance Trustee and to the other Owners) shall purchase with such monies (to the extent feasible) securities of the most practicable maturities (not in excess of one year) unless in the good faith judgment of the Insurance Trustee it would be impracticable to invest in such securities with monies the Insurance Trustee expects to have to distribute shortly thereafter. The Insurance Trustee shall hold such securities in trust hereunder. Any interest paid or received by the Insurance Trustee on monies or securities held in trust, and any gain on the redemption or sale of any securities, shall be added to the monies or securities so held in trust by the Insurance Trustee. Monies received by the Insurance Trustee pursuant to any of the provisions of this Declaration shall not be mingled with the Insurance Trustee's own funds and shall be held by the Insurance Trustee in trust for the use and purposes herein provided. The Insurance Trustee shall have the authority and duty to disburse funds held by it pursuant to this Declaration in the manner, to the persons, and at the times provided in this Declaration. The Insurance Trustee shall not be liable or accountable for any action taken or for any disbursement of monies in good faith and in reliance on advice of legal counsel. The Insurance Trustee shall have no affirmative obligation to make a determination of the amount of, or to effect the collecting of, any insurance proceeds or condemnation awards, unless the Insurance Trustee shall have given an express written undertaking to do so, which shall otherwise be the obligation of the Owners or the Association (as applicable). The Insurance Trustee may rely conclusively on

an Architect's certificate furnished to the Insurance Trustee in accordance with the provisions of Section 11.1(d) below, and shall not be liable or accountable for any disbursement of funds made by it in reliance upon (and consistent with) such certificate.

(d) The Architect's Certificate. If the Insurance Trustee is required to disburse or authorize disbursement of insurance proceeds, condemnation awards or other funds to pay the costs of repair, reconstruction and/or demolition, the Insurance Trustee shall not be required to make such disbursements more often than at thirty (30) day intervals, and each request for disbursement shall be made in writing at least five (5) days in advance of when payment is requested. Each request for disbursement shall be accompanied by a certificate of the Architect (as defined in Section 14.2), dated not more than ten (10) days prior to the request for disbursement, setting forth the following:

(1) That the sum then requested to be disbursed has already been paid by or on behalf of an Owner or Owners and should be reimbursed to it or them (in which case the certificate shall name the Owner or Owners), or is justly due to contractors, subcontractors, materialmen, engineers, architects or other persons whose names and addresses shall be stated, who have rendered or furnished, or agreed to render or furnish, certain services, equipment, and materials, and the principal subdivisions or categories thereof, and the respective amounts so paid or due to each person in respect thereof;

(2) That the sums then requested to be withdrawn, plus all sums previously withdrawn and deductibles paid by the affected Owner(s), do not exceed the cost of the work actually accomplished up to the date of the certificate plus the cost of materials supplied and actually stored on-site; which materials shall be adequately insured against fire, theft and other casualties for the benefit of the affected Owners;

(3) That no part of the cost of the services and materials described in the foregoing paragraph (1) which is being counted as a basis for the then pending application has been the basis of the withdrawal of any funds in any previous application;

(4) That following the making of the requested advance, the funds remaining with the Insurance Trustee will be sufficient to complete the repair and restoration based upon the Architect's estimate of the cost to complete the repair and restoration; and

(5) That the improvements are constructed consistent in all material respects with the related plans and specifications approved by the ARC.

Upon compliance with the foregoing provisions of this Section 11.1(d) the Insurance Trustee shall, out of the moneys held by the Trustee, pay or cause to be paid to the Owners, contractors, subcontractors, materialmen, engineers, architects and other persons named in the Architect's certificate the respective amounts stated in the certificate to be due them. Notwithstanding the

foregoing, the Insurance Trustee shall make no disbursement to any Owner after receiving notice from the Association or the ARC that the Affected Owner is not in compliance with the provisions of this Declaration, including but not limited to Article 12 hereof, until it has received further notice from the Association or the ARC of the compliance of the Owner or is otherwise directed by judicial order to release the funds to the Owner.

**11.2 Repair and Reconstruction of Common Areas.** If any part of any Common Area is damaged by fire or other casualty, the Common Area shall be promptly repaired and/or reconstructed by the Association in accordance with the Building Plans. Without limiting the generality of the foregoing, all Parking Garages so damaged shall be promptly repaired and/or reconstructed by the Association. The Insurance Trustee shall make disbursement to the Association with respect to all work to be performed by the Association for which the Insurance Trustee holds funds according to the guidelines provided in Section 11.1(d) above.

**11.3 Repair and Reconstruction by Owners.** If any part of a Parcel is damaged by fire or other casualty, the Parcel shall be promptly repaired and reconstructed by its Owner in accordance with the Building Plans, subject to and consistent with all of the provisions of Article 9 and this Article 11.

(a) **Mandatory Repair and Reconstruction by Condominium Associations.** If any part of a Condominium is damaged by fire or other casualty the damaged part of the Condominium shall be promptly repaired and reconstructed by the Condominium Association in accordance with the Building Plans. The Condominium Association shall be entitled to receive any insurance proceeds held by the Insurance Trustee by reason of such damage, for application to the cost and expense of repair and reconstruction, subject to the requirements of this Article 11.

(b) **Mandatory Repair and Reconstruction by Commercial Owners.** If any part of a Commercial Parcel is damaged by fire or other casualty, the damaged part of the Commercial Parcel shall be promptly repaired and reconstructed by the Commercial Owner in accordance with the Building Plans. The Commercial Owner shall be entitled to receive all insurance proceeds held by the Insurance Trustee by reason of such damage, for application to the cost and expense of repair and reconstruction, subject to the requirements of this Article 11.

(c) **Waiver of Reconstruction by Declarant.** Notwithstanding the provisions of Sections 11.3(a) and 11.3(b) above, Declarant may in its sole discretion waive the requirement of mandatory repair and/or reconstruction of all or any portion of any property damage, and in such event may impose reasonable requirements with respect to demolition, partial reconstruction and/or disbursement of insurance proceeds related thereto.

**11.4 Deductibles.** The applicable insurance deductibles shall be borne by the Owner of the affected Parcel. Deductibles as to claims related to damage to Common Areas shall be a Shared Expense collectable by Shared Expense Assessment or Special Assessment.

**11.5 Damage to Multiple Parcels.** In the event a Commercial Parcel and a Condominium located within the same Lot are damaged simultaneously by a fire or other casualty, the damage shall be repaired and/or reconstructed in a reasonable and coordinated

manner under a single construction contract executed by both Owners but under the direction of the Commercial Owner, and the affected Commercial Owner shall establish and maintain a schedule for coordinated performance of all such work in an orderly and efficient manner. However, in such event if the Board determines in its sole discretion that it is in the best interest of the Veranda Park project that the Association perform such repair and/or reconstruction on behalf of the affected Owners, the Association may elect to do so by notice to the Owners. In such event all related insurance proceeds shall be made available to the Association for the performance of such activities, and the affected Owners shall be responsible for the payment of all deductibles and additional costs and expenses required to perform such repair and/or reconstruction, together with an administrative fee of ten percent (10%) of the total of such repair and/or reconstruction costs and expenses, which deductibles and additional sums may be collected by the Association from the affected Owners by Reconstruction Assessment(s) if necessary. The foregoing provision shall not be construed to obligate the Association to perform any repair or reconstruction activities at any time. The foregoing provision shall be in addition to the rights of the Association pursuant to Section 11.6 below, and the Association shall have an easement to perform same by its agents, employees and contractors.

**11.6 Self Help.** If at any time an Owner fails to undertake and complete any work of repair and/or reconstruction required of it pursuant to this Article 11, Article 13 or elsewhere in this Declaration, the Association may give written notice to that effect to that Owner and to any other affected Owner, specifying how the repair and reconstruction are not proceeding diligently. If, after the giving of notice, the work of repair and reconstruction is not proceeding diligently, then, subject to the defaulting Owner's right to dispute as set forth below, the Association may perform the repair and reconstruction in accordance with the then existing Building Plans and may take all appropriate steps to carry out the same, including without limitation, an easement for entry onto the Parcel of any Owner or Unit Owner by the Association, its agents, employees and contractors to the extent necessary to perform the repair and reconstruction. In such event, the affected Owner shall reimburse the Association for all of the Association's costs in performing such work, plus an administrative fee of fifteen percent (15%) of the total of such costs, and the Association may make a Special Assessment upon the Parcel for the recovery all such costs. If at any time an Owner disagrees with the Association as to whether the work of repair and reconstruction by the Association is proceeding diligently or properly, the Association may suspend work on such repair or reconstruction until the dispute is settled.

**11.7 Repair and Reconstruction Procedures.** If required by the Board, all plans and specifications for repair or reconstruction under this Article 11 shall be prepared or approved by the Architect designated in accordance with Section 14.2, and must be approved by the ARC pursuant to Article 12. Unless Declarant shall otherwise agree, in its sole discretion, plans and specifications for any repair or reconstruction shall be developed consistent with the then existing Building Plans. The contractor shall be chosen in the manner provided in Section 14.1. The contractor shall work under the administration of the Architect (if required by the Board) and the Owner (or the Association, if applicable) responsible for causing the repair and reconstruction to be performed.

**11.8 Application of Insurance Proceeds and Other Funds to Repair and Reconstruction.**

(a) Insufficient Insurance Proceeds.

(1) Damage within Parcels. If the cost of repair and reconstruction within a Parcel under Section 11.3 above exceeds the available insurance proceeds paid under property insurance policies maintained by the Association, (including but not limited to deductibles) the excess cost and expense shall be borne by the individual Owner.

(2) Damage to Common Areas. The costs and expenses of repairing and restoring Common Areas shall be allocated among the Owners as a Shared Expense Assessment. If in any case of repair or reconstruction which is to be performed by the Association, the Architect's estimate of the cost and expense of performing the repair or reconstruction (or, if a fixed cost construction contract has been executed, the amount of that contract) plus all other expenses estimated by the Architect, exceeds the amount of available insurance proceeds plus any available reserves, the Association shall levy a Reconstruction Assessment as necessary against each Parcel for its proportionate share of the amount of the excess cost and expense (recognizing the general allocation of such as 60% to the Commercial Owner and 40% to the Condominium).

(3) Failure to Pay Assessment. If any Owner fails to pay its Reconstruction Assessment, the defaulting Owner's obligation may be enforced by the Association as provided in Article 6, and a lien placed on the defaulting Owner's Parcel securing payment of such Assessment which may be foreclosed in accordance with this Declaration.

(b) Excess Repair and Reconstruction Funds. Upon completion of repairs and reconstruction of damage to the Common Areas, any funds still held by the Association in excess of the cost of performing the repairs and reconstruction shall be deposited into the general fund of the Association and used to offset Shared Expense Assessments in the following year.

**11.9 Legal Variances.** If to perform any repair or reconstruction provided for in this Article 11 it shall be necessary to obtain a variance, special permit or exception to or change in zoning or other laws ("variance") in order to repair or restore the improvements to their condition as described in the Building Plans immediately prior to the damage, and if the Owner responsible for carrying out the repair and reconstruction reasonably believes it is possible to obtain the variance, and so notifies the other Owners in writing, then the other Owners shall cooperate to obtain the variance.

**11.10 Costs of Permits & Variances.** If the services of architects, engineers, surveyors, legal or other professionals are necessary to obtain the variance, the Owner responsible for carrying out the repair and reconstruction shall retain the appropriate professionals to perform the service. The legal, architectural and/or other fees and all other costs and expenses of applying for obtaining a variance shall be considered a part of the cost and expense of carrying out the repair and reconstruction. While the variance is being diligently

sought, there shall be no obligation to commence any repair or reconstruction if the cost of reconstruction is not obtained or denied.

**11.11 Failure to Obtain Legal Variances.** If any repair or reconstruction to be performed under this Article 11 cannot be carried out in compliance with the law, and if the variance is not obtained pursuant to the immediately preceding paragraph within six (6) months of the date of the casualty, then necessary adjustments shall be made in the plans and specifications for the repair and reconstruction so that the Building(s), as repaired and restored shall meet all requirements of law, subject to the approval of the ARC. However, no substantial reduction in the floor area contained within a Condominium shall be made without the consent of the Unit Owners directly affected by the reduction, which shall not be unreasonably withheld. If that Unit Owner is unwilling to consent, and if it is not feasible to make the adjustments without substantially reducing floor areas, the repair and reconstruction shall not be performed. Instead, subject to the provisions of Section 11.12 below, any insurance proceeds, less costs and expenses paid or incurred in applying for the variance, shall be paid to the Unit Owner(s) in reasonably proportion to their respective property losses.

**11.12 Repairs and Reconstruction Not Performed.** If repair and reconstruction is not to be performed because of Section 11.11, then the improvements within each Parcel shall be repaired and restored to the fullest extent possible in compliance with the requirements of this Declaration, the ARC and all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction. Any demolition work to be done shall be performed pursuant to the reasonable requirements of the Association and the ARC.

(a) The demolition, or repair and reconstruction, shall be mandatory and shall be performed by the Owner of the damaged Parcel, who shall be entitled to retain any insurance proceeds due to that Owner on account of the damage.

(b) The cost of the demolition, repair and reconstruction shall be paid by the affected Owner.

(c) Notwithstanding the foregoing, if pursuant to this Article 11 repair or reconstruction is not to be performed as to a particular Parcel, the Owner of the Parcel shall not demolish any part of the Parcel which serves as a support for any other Parcel or any parts which contain facilities or areas which serves another Parcel unless doing so is necessary to comply with the applicable law or unless the Parcel is to be demolished.

**11.13 No Reliance by Contractors.** No contractor, subcontractor, mechanic, materialman, laborer or any other person whatsoever, other than the Owners and Unit Owners, as applicable, shall have any interest in or right to impose a lien upon, any funds held by the Insurance Trustee.

**11.14 Reconstruction by Declarant.** Notwithstanding any other provision of this Article 11 or elsewhere in this Declaration to the contrary, neither Declarant nor any of its affiliates shall be required to reconstruct any Building or other improvement located upon any Commercial Parcel within the Property, unless such reconstruction is required in order to

provide necessary structural support and/or access to any Condominium, and the obligations with respect to such reconstruction shall be limited to such as provide such structural support and/or access. However, Declarant (and its affiliates) may be obligated to reconstruct Buildings or other improvements pursuant to separate written agreements with Owner(s), Unit Owner(s) or Occupant(s) at the Property.

## ARTICLE 12. ARCHITECTURAL CONTROL

### 12.1 Architectural Review.

(a) The Veranda Park project shall be developed with a consistent architectural style and high level of aesthetic appeal. It is the intention of this Declaration that the original architectural design and quality of the Veranda Park project be preserved. By acceptance of a deed to any portion of the Property, each Owner and Unit Owner agree to be subject to the architectural and use limitations necessary in order to maintain such consistency within the project. As such, in addition to any other requirements for the approval or consent of the ARC otherwise set forth in this Declaration, (1) no material improvement, alteration, modification, reconstruction, restoration or addition to any of the Lots, Buildings or other structures or improvements in the Property which affects the structural condition of a Building or which affects the exterior or appearance of a Lot, Building, structure or improvement or is visible to the public from outside of any Building, and (2) no use of or upon the Property which materially affects the exterior appearance of any portion of the Property shall be made without the prior written consent and approval of the Association acting through an Architectural Review Committee (the "ARC"). In furtherance thereof, no improvements structure, flag, banner, awning, sign, outdoor bench or other furniture, outside lighting, fence, hedge, wall, walk or other structure or planting shall be constructed, erected, modified, planted or located on the Property until plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme and the location of same shall have been submitted to and approved in writing by the ARC. Refusal by the ARC of approval of plans, specifications, location or use may be based upon any grounds, including purely aesthetic considerations, which the ARC, in its sole discretion, deems sufficient. Without limiting the generality of the foregoing, the ARC shall have jurisdiction over:

- (1) Any modifications, additions, or alterations made on or to the structure, exterior appearance or surface of any Building or other improvement within the Property,
- (2) Work performed on the inside of a Building which impacts the Building structurally,
- (3) Repair, reconstruction or restoration pursuant to Article 11 or Article 13 of any Building or other improvements damaged by fire or other casualty or affected by condemnation,
- (4) Refinishing, repair and/or reconstruction of the exterior walls or surfaces of any Building,



(5) All features, conditions, improvements or items located on or within any Building which are visible to the public from outside of the Building, and

(6) All items placed, stored, or located on any balcony, porch, arcade, entry area, sidewalk or other outdoor area within the Property.

(b) The ARC shall consist of one (1) or more persons designated by Declarant. When Declarant no longer owns any portion of the Property, Declarant shall assign to the Association the rights, powers, duties and obligations of the ARC. Thereafter, the Board shall appoint three (3) or more persons as the members of the ARC. However, until such assignment occurs, Declarant retains the exclusive right to appoint ARC members.

(c) As part of the application process, three (3) complete sets of plans and specifications prepared by the Architect or other person found to be qualified by the ARC shall be submitted for approval by written application on forms provided or required by the ARC. If the information submitted to the ARC is, in the ARC's opinion, incomplete or insufficient in any manner, it may request and require the submission of additional or supplemental information.

(d) The ARC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in its sole discretion, for aesthetic or any other reasons. In approving or disapproving such plans and applications, the ARC shall consider the suitability of the proposed improvements, structure or landscaping and materials of which the same are to be built, the site upon which it is proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property.

(e) Unless specifically excepted by the ARC, all improvements for which approval of the ARC is required under this Declaration shall be completed within a reasonable time from the date of commencement of said improvements or within the time set by the ARC if the approval is so conditioned.

(f) If the ARC fails to specifically approve or disapprove the plans and specifications submitted in final and complete form, within thirty (30) days after written request for approval, such plans and specifications shall be deemed approved.

(g) There is specifically reserved unto the ARC the right of entry and inspection upon any Parcel or Unit for the purpose of determination by the ARC whether there exists any improvement or condition which violates (1) the terms of any approval by the ARC, (2) the terms of this Declaration or (3) any other covenants, conditions and restrictions to which its deed or other instrument of conveyance makes reference. The ARC is specifically empowered to enforce the provisions of this Declaration by any legal or equitable remedy, and if it becomes necessary to resort to litigation to determine the propriety of any improvement, use or condition, or to remove any unapproved improvement, use or condition, the prevailing party shall be entitled to recovery of all court costs, expenses and reasonable attorney's fees in connection therewith. The Association shall indemnify and hold harmless the ARC members from all costs, expenses and liabilities, including but not limited to attorney's fees incurred, by virtue of their service upon the ARC.

(h) The ARC may adopt such further rules and regulations it deems necessary to carry out its functions and purposes hereunder.

(i) The ARC may impose reasonable fees and charges upon Owners to enable it to carry out its functions.

(j) The ARC has the right, but not the obligation, to grant waivers for minor deviations and infractions of this Declaration. The granting of any waiver for any portion of the Properties may be given or withheld in the ARC's sole discretion and a prior grant of a similar waiver shall not impose upon the ARC the duty to grant new or additional requests for such waivers.

(k) The Association, Declarant, the ARC or any officer, employee, director or member thereof shall not be liable for damages to any persons submitting plans and specifications for approval by reason of mistake in judgment, negligence or non-feasance arising out of or in connection with the approval, disapproval or failure to approve any plans and specifications. Every person who submits plans and specifications for approval agrees, by submission of such plans and specifications, that it will not bring any action or suit against the Association, Declarant or the ARC to recover any such damages. Neither the Association, the ARC or Declarant shall be deemed to have endorsed or confirmed the completeness, accuracy or quality of any plans or specifications submitted, and shall not be held liable for any defects therein, regardless of whether such are approved for use by the ARC. The ARC shall not be reviewing any plans or specifications for the purpose of confirming the safety of any improvements, adequacy of any engineering services performed, structural capacity or capability, or compliance with any law, rule or regulation. All persons submitted new plans and/or specifications for approval by the ARC shall be responsible to confirm all such safety, engineering, structural capability and legal compliance matters. Any Owner or Unit Owner receiving an approval from the ARC shall indemnify and hold harmless Declarant, the Association, the Board and the ARC from any claims, liabilities or expenses arising from or related to any claims or actions by any party related to such approval, including but not limited to attorneys' fees and costs incurred.

(l) Without the approval of the ARC, Condominium Associations and Unit Owners will not make, nor permit to be made, any substantial alteration of any part of a Condominium which necessitates the erection of additional columns, bearing walls, or other structures upon the Commercial Parcel for the support of the Condominium. No Commercial Owner shall substantially modify any structural element included within its portion of any Building in a manner which would negatively impact or affect the structural support of a Condominium also included within the Building without the consent of the Condominium Association and the ARC.

(m) The ARC may require any Owner performing any repair or reconstruction of any Building pursuant to either Article 11 or Article 13 hereunder to use specific Building wall finish contractors and finishing techniques as designated by the ARC and consistent with provisions of Section 9.1 above.

(n) With respect to any repair or reconstruction to be performed pursuant to Article 11 or Article 13, the plans and specifications to be submitted and approved by the ARC, and the work to be performed by the Owners, shall also include all the areas within any Lot between the Lot boundary and the boundary of the Building. Unless otherwise approved by Declarant, all improvements to be repaired or restored within such areas shall be restored to their condition prior to any casualty damage or condemnation, to the extent reasonably possible.

(o) Any approval granted by the ARC hereunder may be revoked by the ARC if the activity or work which is the subject of the approval is not completed by the Owner or Unit Owner within one (1) year after the date of the approval.

**12.2 Compliance with Laws; Discharge of Liens.** Every Owner making alterations shall comply in all respects with all laws, rules, orders, ordinances, regulations and requirements of any government or municipality or any agency thereof having jurisdiction and shall, within fifteen (15) days after receipt of written demand from any other Owner, discharge (by the filing of a bond or otherwise) any construction lien or other lien asserted against the Parcel of the other Owner by reason of the making of the alterations. An Owner shall, to the extent reasonably practicable, make alterations in a manner as to minimize any noise or vibration or odor which would disturb an Occupant or Occupants of a Parcel owned by any other Owner.

**12.3 Amendment of Recorded Documents or Building Plans.** Upon completion of any alteration to any improvements, the Building Plans shall be amended as needed to reflect the alteration "as-built," at the expense of the Owner or Unit Owner responsible for the alteration. Upon the completion of any substantial addition or alteration of property within a Condominium, the Declaration of Condominium shall be amended as required by the Condominium Act.

**12.4 Declarant's Exemption.** This Article 12 shall not apply to Declarant or its affiliates, or to any construction, alterations, additions or other work planned or performed by Declarant or its affiliates.

**12.5 MetroWest Design Review Board.** Any approval by the ARC hereunder shall be in addition to, and not in lieu of, any approval of any proposed improvement or alteration of any portion of the Property required to be obtained from the Design Review Board (the "DRB") pursuant to the Master Declaration. Each Owner and Unit Owner shall be solely responsible to obtain all required approvals from the DRB, at their sole expense. The ARC shall not be required to review or approve any proposed alteration or improvement to any portion of the Property prior to the Owner or Unit Owner obtaining all required approvals as to such from the DRB, and providing copies of such approvals to the ARC. The ARC shall not be obligated to grant any approval merely because the DRB has granted an approval as to the same requested alteration or improvement.

## **ARTICLE 13. CONDEMNATION**

**13.1 Payments to Insurance Trustee.** Any awards for damages, direct or consequential, resulting from the taking, other than a temporary taking, by the exercise of the power of eminent domain, by any sovereign, municipality or other public or private authority, of

all or any part of the Buildings affecting more than one Parcel or the easements or other appurtenances thereto shall be paid to the Insurance Trustee provided for in Article 11.

**13.2 Allocation of Awards.** Awards received by the Insurance Trustee pursuant to Section 13.1 shall be allocated by the Architect among the Association and the affected Owners and Unit Owners in the same proportion as the damage to the Common Areas, each Owner's Parcel or Unit and all easements and other appurtenances thereto bears to the damage to all of the Common Areas, Parcels and Units and easements and other appurtenances thereto, subject however to the provisions of this Section 13.2. If the damages to the Common Areas and each Owner's Parcel or Unit and easements and other appurtenances thereto have already been finally determined by a court of law or equity in connection with the taking proceeding, that determination shall be conclusive as to the proportions of the total award to be allocated to each of the Owners.

**13.3 Repair and Reconstruction Following Condemnation.**

(a) If a taking authority takes a portion of the improvements solely within one Parcel, which taking has no structural or other material impact on another Parcel, a full repair and reconstruction of the remaining improvements shall be performed by the affected Owner. In such event, the Owner shall be entitled to withdrawal for application to the cost of the repair and reconstruction that part (which may be up to one hundred percent (100%)) of any condemnation award or awards that are paid to the Insurance Trustee and allocated to the Owner pursuant to Section 13.2, subject to compliance with Article 12 hereof. All disbursements shall be made pursuant to the procedures, and subject to the requirements, of Section 11.1 above.

(b) If there is a taking to which the preceding paragraph is not applicable, subject to the provisions of Section 13.5, a full repair and reconstruction of any damage to the remaining portions of the Building(s) occasioned by the taking shall be performed by the Owners consistent with the requirements of Section 11.5 above. The plans and specifications for the repair and reconstruction shall be prepared by the Architect, shall provide for the changes in the Buildings made necessary by the taking, and are subject to the approval of the ARC. The Architect shall furnish to each Owner a set of the plans and specifications, and shall assist the Owners in obtaining bids for the repair and reconstruction from responsible contractors. On the basis of the bids the Architect shall furnish an estimate of the portions of the cost and expense of the repair and reconstruction which are to be borne by each of the Owners respectively, in accordance with the allocation provided for in Section 13.4.

(c) A general contractor shall be selected in the manner provided in Section 14.1 below. The contractor shall work under the direction of the Architect and the Owner. The Owner is hereby authorized, empowered and directed to instruct the Insurance Trustee from time to time as the repair and reconstruction progresses, to disburse to the contractor in accordance with the Architect's certificate issued pursuant to Section 11.1 the condemnation awards paid to the Insurance Trustee pursuant to Section 13.1 by reason of the taking and any other monies deposited with the Insurance Trustee pursuant to Section 13.4, for application to the cost and expense of the repair and reconstruction. Each instruction given by the Owner to the Insurance Trustee to disburse funds for the cost and expense shall be accompanied by a written statement of the Architect setting forth the part of the costs which is to

be borne by each of the respective Owners pursuant to the allocation provided for in Section 13.4. The Insurance Trustee shall charge each Owner's part of the cost and expense against the part of the condemnation award or awards allocated to the Owner pursuant to Section 13.2.

(d) Upon the approval of the Board, in its sole discretion, the Association may elect to perform the repairs and reconstruction to the Building or other improvements following a condemnation action, if the Board determines that such is in the best interest of the Veranda Park project, and the Association shall have an easement for such purposes. The foregoing shall not be construed as an obligation by the Association to perform any such repairs or reconstruction. In such event, all condemnation proceeds shall be made available to the Association from the Insurance Trustee as provided herein, and the affected Owners shall be responsible for the payment of any excess sums required to complete such work, which funds (together with an administrative fee of ten percent (10%) of the total cost and expense of such work) the Association may obtain through a Reconstruction Assessment from the affected Owners.

(e) Any repair and/or reconstruction of any Common Area following a condemnation shall be performed by the Association according to the terms of this Article 13.

**13.4 Allocation of Costs of Repair and Reconstruction.** All condemnation awards shall first be used to fund repairs and reconstruction to be performed under Section 13.3. To the extent the condemnation awards are insufficient to fully fund any repairs and reconstruction to be performed under Section 13.3, or if there are no awards, the costs of performing the repair and reconstruction provided in Section 13.3 shall be borne by the respective Owners in that proportion which the cost and expense of repairing and restoring the improvements within the Parcel of each Owner, respectively, shall bear to the entire costs and expense of the repair and reconstruction.

(a) If the condemnation awards exceed one hundred twenty percent (120%) of the estimated cost of repair and reconstruction as determined by the Architect pursuant to Section 13.3, any surplus awards in excess of one hundred twenty percent (120%) shall be retained by the Owners, with the amount of such surplus to be distributed to each Owner in the respective proportions determined under Section 13.2 to be their respective shares of the condemnation awards. Any balance shall be held and disbursed to fund reconstruction and repair.

(b) If the cost of repair and reconstruction as determined by the Architect exceeds the amount of the condemnation awards, a Reconstruction Assessment for the difference shall be promptly levied by the Association (payable by the Owners of each affected Parcel) for the amount determined as provided in the second sentence of the first paragraph of this Section 13.4. Reconstruction Assessments received by the Association shall be paid to, and disbursed by, the Insurance Trustee as provided herein.

(c) If any Owner shall fail to pay the Reconstruction Assessment, the defaulting Owner's obligation may be enforced, and a lien on the Defaulting Owner's Parcel securing payment of the Assessment may be foreclosed, in accordance with Article 6 of this Declaration.

(d) Upon completion of any repair and reconstruction of a Building in accordance with this Article 13 any condemnation awards and Reconstruction Assessments which remain after payment of all costs and expenses shall be refunded to the Owners in the respective proportions by which each Owner contributed to the funds, attributing to each Parcel as its contribution any condemnation award amount allocated to the Owner under Section 13.2 plus any Reconstruction Assessment paid by the Owner under this Section 13.4.

**13.5 Temporary Taking.** In the event of a taking of the temporary use of any space, the respective Owners of Parcels, or Unit Owners of Units, in which the space or spaces are located shall be entitled to receive directly from the taking authority any award or awards.

#### **ARTICLE 14. SELECTION OF THE ARCHITECT AND CONTRACTORS; BUILDING PLANS.**

**14.1 Selection of Contractors.** Subject to right of the Commercial Owner to select the contractor as to multi-Parcel structural repairs pursuant to Section 9.5 above, when any repair, reconstruction, demolition, removal of debris or filling required to be performed pursuant to Article 11 or Article 13, the affected Owner may choose the contractors who will perform the work, subject to the approval of the ARC, which shall not be unreasonably withheld. However, any contractor retained to prepare, restore or reconstruct the exterior walls of any Building (and the techniques to be employed in such work) shall be selected by the Association in accordance with the Association's regulation and control over the finishing or refinishing of exterior Building walls as provided herein. Further, in any situation wherein the Association performs any maintenance, repair, replacement or reconstruction on any Owner or Unit Owner's Parcel or Unit pursuant to this Declaration the Association shall select all of the contractors to perform such work.

**14.2 Selection of the Architect.** An architect (the "Architect") shall be selected by the Board. Any Commercial Owner may also appoint its own architect for purposes of any improvement, repair, reconstruction, remodeling and the like concerning only its Parcel, subject to any express requirements to use the Architect described herein, and subject to the approval of the Board, which shall not be unreasonably withheld. A Condominium Association may also appoint its own architect for purposes of any improvement, repair, reconstruction, remodeling and the like concerning only its Condominium, subject to any express requirement to use the Architect described herein, and subject to the approval of the Board, which shall not be unreasonably withheld.

**14.3 Building Plans.** The Association shall maintain a current copy of the Building Plans at all times. The Owners shall, at their sole expense, provide updated Building Plans to the Association upon the completion of any construction or reconstruction of any improvements within the Property. The Association shall also maintain Building Plans with respect to all Common Area improvements. In all cases in this Declaration where any party is obligated to repair or reconstruct any Building or improvements in accordance with the Building Plans, such requirement shall be modified to be consistent with any legal requirements in effect at the time of such repair or reconstruction which requires any modification to the Building Plans. In such event all such modifications shall be subject to the reasonable approval of the ARC.

**ARTICLE 15. REMEDIES**

**15.1 Remedies.** The remedies provided in this Declaration shall not be exclusive, and if there is a breach of any of the terms, covenants or conditions hereof, any aggrieved Owner or Unit Owner shall be entitled to pursue any remedies available at law or in equity, including specific performance, in addition to or in lieu of any of the remedies provided herein, provided any such action relates (and is limited) to harm suffered directly by that Owner or Unit Owner. Further, either Declarant or the Association may enforce any of the restrictions, obligations, covenants, easements or other provisions of this Declaration by any action at law or in equity, including but not limited to recovery of damages, injunctive relief and specific performance. It is not the intention of this Declaration that any Occupant of any Unit or Parcel who is not also the Owner or Unit Owner of that Parcel or Unit shall have any direct rights of enforcement pursuant to this Declaration. All such enforcement rights are held by Declarant, the Owners, the Unit Owners and the Association. No easement rights provided herein are granted to, or enforceable by, any such Occupant. All use rights of any Occupant as to any easement hereunder are only such as are granted by an Owner or Unit Owner pursuant to a lease or other appropriate delegation, as permitted herein.

**15.2 Costs of Enforcement.** In the event of any dispute between any parties related to the enforcement of this Declaration, the prevailing party shall recover from the nonprevailing party all attorney's and paralegal's fees and costs incurred related thereto, including but not limited to such incurred without trial, pre-trial, during trial or at any appellate court level. Further, any of such fees and costs incurred by the Association in enforcing said obligation shall be recoverable as a Special Assessment against any nonprevailing Owner or Unit Owner. Notwithstanding any other provision herein to the contrary, either Declarant or the Association may bring a legal action directly against a Unit Owner with respect to the violation of any of the terms, conditions or provisions of this Declaration, including but not limited to such included within Article 8 above.

**15.3 Compliance with Declarations.** Every Owner, Unit Owner, Occupant and their guests, tenants and invitees shall comply with the Master Declaration and all of restrictions, covenants and other provisions set forth herein and any and all rules and regulations which from time to time may be adopted by the Board. Failure of an Owner, Unit Owner, Occupant or their guests, tenants, invitees or licensees to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action, which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof. The offending Party shall be responsible for all costs of enforcement including attorneys' fees actually incurred and court costs.

**15.4 Fines.** In addition to all other remedies, and to the maximum extent lawful, in the sole discretion of the Board a fine or fines may be imposed upon an Owner for failure of an Owner or its Occupants, Unit Owners, guests, tenants, invitees or licensees to comply with any covenant, restriction, rule or regulation. The Board may impose Special Assessments for the payment of such fines against the Parcel owned by the Owner in the maximum amounts permitted by law from time to time. Fines shall be paid not later than five (5) days after notice of the imposition or assessment of the penalties. Fines shall be treated as a Special Assessment pursuant to Article 6. Such fines shall not be construed to be an exclusive remedy and shall exist

in addition to all other rights and remedies to which the Association may be otherwise legally entitled; provided, however, any penalty paid by the Owner shall be deducted from or offset against any damages which the Association may otherwise be entitled to recover by law.

**15.5 Jury Trial Waiver. All parties acquiring title to any portion of the Property, by acceptance of a deed thereto, shall be deemed to have waived the right to trial by jury in any action, proceeding or counterclaim pertaining to the Property or this Declaration.**

#### **ARTICLE 16. NOTICES**

Any notices permitted or required under this Declaration shall be deemed given when they are deposited in the U.S. Mail, addressed to the appropriate party at the address shown below (or to such other address as may be designated in writing by the recipient from time to time) by registered or certified mail, return receipt requested.

If to Declarant: Westpointe L.L.C.  
1701 Park Center Drive  
Orlando, Florida 32835

If to the Association: Veranda Park Commercial Property Owner's Association, Inc.  
1701 Park Center Drive  
Orlando, Florida 32825

#### **ARTICLE 17. HEIRS, SUCCESSORS AND ASSIGNS**

**17.1 Provisions Run with the Land.** This Declaration is intended to and shall run with the real property benefited and burdened hereby, and shall bind and inure to the benefit of the parties hereto and their successors in title.

**17.2 Release on Conveyance.** If any person or entity (the "Grantor") who owns all or any portion of a Parcel conveys all of that interest to another person (the "Grantee") the Grantor shall from the time of the conveyance be entirely relieved from the obligation to observe and perform all covenants and obligations that the Grantor would otherwise be liable to observe and perform thereafter by virtue of ownership of the interest conveyed, provided that the Grantor shall continue to have personal liability for all unpaid Assessments owing prior to the date of transfer, which Assessments shall also remain secured by the terms of this Declaration. The Grantee shall from the time of that conveyance be deemed to understand and agree that the duty to observe and perform all such covenants and obligations imposed by this Declaration is borne by the person owning the interest conveyed. No Grantor shall be released by virtue of this Section 17.2 from liability incurred under any covenant or obligation in this Declaration prior to conveying all of its interest.

#### **ARTICLE 18. SECURITY; NON-LIABILITY OF DECLARANT**

The Association may, at the sole discretion of the Board, implement a security program for the Veranda Park project. The cost of any such program shall be Shared Expense to be reimbursed



by Assessment from the Owners. In such event, all security personnel shall have access as reasonably required to all portions of the Property to perform routine maintenance and security services, including, but not limited to access to the common hallways of each of the Condominiums at all hours. Further, the Association may locate security cameras in all of the public areas of the project for purposes of supplementing such security services, and shall have an easement for the location, maintenance, repair and replacement of such security devices over or upon all reasonable of suitable locations within the Property. Such public areas include, but are not limited to, common hallways, elevators, stairwells and other common areas within any Building, Commercial Parcel or Condominium.

**NOTWITHSTANDING THE FOREGOING PROVISIONS OF THIS ARTICLE 18, DECLARANT SHALL NOT BE LIABLE IF SECURITY SERVICES AND/OR SECURITY CAMERAS ARE NOT PROVIDED AT VERANDA PARK. NEITHER DECLARANT NOR THE OWNERS ARE INSURERS OR GUARANTORS OF THE SAFETY AND SECURITY OF PERSONS OR PROPERTY WITHIN VERANDA PARK. ALL PERSONS USING OR OCCUPYING ANY PORTION OF VERANDA PARK ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE PROTECTION OF THEIR OWN PROPERTY.**

**DECLARANT AND ITS AFFILIATES ARE NOT LIABLE IN ANY WAY FOR LOSS, DAMAGE OR INJURY RESULTING FROM ANY ALLEGED OR ACTUAL LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. DECLARANT AND ITS AFFILIATES MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEM, AND/OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN VERANDA PARK.**

**ARTICLE 19. RIGHT OF FIRST REFUSAL TO PURCHASE CONDOMINIUM UNDER CERTAIN CIRCUMSTANCES**

In the event the Unit Owners of any Condominium, pursuant to the terms of their Declaration of Condominium or otherwise, elect at any time to terminate their Condominium, the Commercial Owner located within the same Building as the related Condominium shall have a right of first refusal with respect to the purchase of the Condominium property, either through private sale or sale arising from an action for partition. In the event that any offer is made by any third party to purchase the Condominium assets which is acceptable to the Unit Owners, the Condominium Association and Unit Owners shall provide written notice of such offer, including a detailed rendition of the terms thereof, to the Commercial Owner. The Commercial Owner shall have the right to purchase the Condominium assets under terms identical to said third party offer, provided the Commercial Owner gives notice to the Condominium Association of its acceptance of such offer within thirty (30) days after receipt of the notice from the Condominium Association. In the event of such election by the Commercial Owner the parties shall proceed to close the transaction upon reasonable and customary terms consistent with the third party offer. In the event that the Commercial Owner fails to exercise its right of first refusal within said thirty

(30) day period, the Condominium Association and Unit Owners may proceed forward with the acceptance of the third party offer, subject to all of the liabilities and obligations of this Declaration. If such a third party sale fails to occur for any reason the right of first refusal in favor of the Commercial Owner shall continue through any successive offers made by any party, until a sale occurs. Further, in the event that the Commercial Owner fails to exercise its right of first refusal with respect to a third party offer and the Condominium Association and Unit Owners accept the third party offer, but thereafter a proposal to modify the terms of sale with said third party is made by the buyer (or such a proposal by the Condominium Association and/or Unit Owners is acceptable to said buyer), such modified offer shall be subject to this Article 19 and shall be presented to the Commercial Owner by written notice from the Condominium Association, and the Condominium Association shall have a right to accept such modified terms within thirty (30) days of receipt of such notice as provided above, and to purchase the Condominium assets as described above. Any Condominium Parcel which is the subject of a termination of its Condominium by its Unit Owners, and any successor owner of that Parcel, shall be and remain subject to all of the terms, conditions, restrictions and other provisions of this Declaration, including but not limited to Section 8.11 above, except as modified or released by Declarant or the Board.

## **ARTICLE 20. AMENDMENT**

**20.1 Amendments.** In addition, but subject to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, corrected, modified or added to at any time and from time to time upon the execution and recordation of an instrument executed by Declarant, for so long as it or its affiliate holds title to any Parcel, Lot, Unit or Building within the Property; or alternatively, by an instrument signed by the President of the Association, attested to by its Secretary and certifying that the amendment set forth in the instrument was adopted by a vote of at least two-thirds (2/3) of the votes of the Members provided that so long as Declarant or any of its affiliates is the owner of any portion of the Property Declarant's consent must be obtained if such amendment (in the sole opinion of Declarant) materially or adversely affects the portion of the Property owned by Declarant or its affiliate(s).

**20.2 Supplemental Declarations.** Declarant may, by recordation of a Supplemental Declaration in the Public Records of the County, add additional lands to the Property, provided such lands are adjacent to or in the vicinity of the original Property. Such Supplemental Declaration may modify, amend, supplement or otherwise deviate from the terms and conditions of this Declaration as it relates to such additional lands.

**20.3 Withdrawal.** Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity (other than the owner(s) of the property being removed if other than Declarant), for the purpose of removing portions of the Property (including, without limitation, Lots or Common Areas) then owned by Declarant or its affiliates or the Association from the provisions of this Declaration as a result of any changes whatsoever in the development plans for the Property desired to be effected by Declarant, subject to the provisions of Section 2.13 and Section 21.7.

**ARTICLE 21. MISCELLANEOUS**

**21.1 Waiver.** No provision in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce it, irrespective of the number of failures to enforce which may have occurred previously.

**21.2 Gender; Number.** The use of any gender in this Declaration shall be deemed to include all other genders and the use of the singular shall be deemed to include the plural, and vice versa, unless the context otherwise requires.

**21.3 Governing Law.** This Declaration shall be governed, construed, applied and enforced in accordance with the laws of Florida including matters affecting title to all real property described herein.

**21.4 Interpretation.** While a Member of the Association, Declarant is responsible for interpreting the provisions of this Declaration and its exhibits, and its interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by Declarant is not wholly unreasonable shall presumptively establish the validity of the interpretation.

**21.5 Limitation on Powers.** Anything in this Declaration to the contrary notwithstanding, the existence or exercise of any easement, right, power, authority, privilege or duty of the Association as it pertains to any Condominium which would require any Condominium Association or Condominium Developer to violate an applicable provision of the Condominium Act, or cause the Association or any Commercial Parcel to become subject to the Condominium Act, shall be null, void and of no effect to the extent, but only to the extent necessary to avoid such violation or subjection to the provisions of the Condominium Act. This Declaration does not create a condominium form of ownership. It is the intent of this Declaration that neither the Association nor any Commercial Owner be deemed to be a condominium association, and that the Common Areas located in the Property not be deemed to be common elements of any Condominium, within the meaning of any applicable laws or administrative rules or for any other purpose.

**21.6 Names of Condominiums.** The Condominium Associations, and/or the Unit Owners, shall not alter the original name of their Condominium (or refer to their Condominium by any other name) without the prior consent of Declarant, which consent may be withheld in the sole discretion of Declarant.

**21.7 Development by Declarant.** Notwithstanding any other provision in this Declaration to the contrary, Declarant (and its affiliates) are not obligated hereunder to construct any Buildings or other improvements within the Property. However, Declarant (or its affiliates) may become obligated to construct Buildings or improvements pursuant to separate written agreements with Owner(s), Unit Owner(s) or Occupant(s) at the Property. Further, once constructed the Buildings and improvements specified in the previous sentence shall be subject to Section 2.13 and any other rights of Declarant provided herein. Further, prior to construction Declarant (and any of its affiliates) may modify any proposed Building, improvement or site plan for the Veranda Park project, in Declarant's sole discretion. Declarant is not required to submit

any portion of the Property to the condominium form of ownership, or to develop Condominiums in any particular location within the Property specifically for office use or residential use, notwithstanding any specific reference or description of such use for that portion of the Property set forth in this Declaration. No portion of the Property shall be subject to a Condominium form of ownership, or a requirement to develop such as a Condominium, until a Declaration of Condominium is recorded in the Public Records of the County with respect to that portion of the Property. Declarant may elect that portions of the Property herein referenced for Condominium use be instead used for commercial and/or other residential uses (for example, multi-family apartments), and also may elect to develop (or modify) a Condominium for office use in a location where this Declaration anticipates a residential Condominium, and vice versa. Further, Declarant and/or its affiliates, in their sole discretion, may submit any Commercial Parcel (or portion thereof) to a condominium form of ownership, or develop such for multi-family apartment use. Declarant may record an amendment to this Declaration to set forth and confirm any election of Declarant as to an alternate development of any portion of the Property permitted by this Section 21.8.

**21.8 Master Declaration.** The terms and conditions of this Declaration shall be subject to all of the provisions of the Master Declaration. In the event of a conflict between the Master Declaration and the terms of this Declaration, the terms of the Master Declaration shall prevail.

**IN WITNESS WHEREOF**, Declarant has executed this Declaration of Covenants, Conditions and Restrictions for Veranda Park on the day and year first above written.

Signed in the presence of.

**WESTPOINTE L.L.C.**,  
a Florida limited liability company



Witness

Print Name: Teresa Flores Sweet

By: McLaren Limited Partnership,  
a Nevada limited partnership,  
its Managing Member



Witness

Print Name: CHRISTOPHER F. GIBSON

By: McLaren Holding Corp.,  
a Nevada corporation,  
its sole general partner

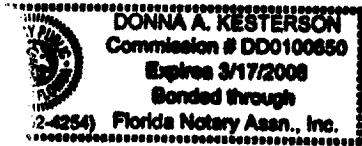
By: 

Kevin H. Azzouz  
President

(Corporate Seal)

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed before me this 28 day of July, 2003 by Kevin H. Azzouz, President of McLaren Holding Corp., a Nevada corporation, as sole general partner of McLaren Limited Partnership, a Nevada limited partnership, as Managing Member of Westpointe L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me, or did produce \_\_\_\_\_ as identification, and did not take an oath.



Donna A. Kesterson

Notary Public Signature

Donna A. Kesterson

Print Name of Notary Public

LIMITED  
JOINDER AND APPROVAL  
Governing Documents For Veranda Park

The undersigned has executed and delivered this instrument for the sole purpose of acknowledging its review and approval of the Declaration of Covenants, Easements & Restrictions For Veranda Park, and the Articles of Incorporation and By-Laws for Veranda Park Commercial Property Owners Association, Inc. (the "Veranda Park Governing Documents"), as Developer, as required by the terms and provisions of the Master Declaration of Protective Covenants and Restrictions for MetroWest as recorded in Official Records Book 3759, Page 2756, Public Records of Orange County, Florida, as same has been amended from time to time (collectively, the "Master Declaration"). This review and approval is solely for the purpose of, and limited to, complying with the specific requirements of said Master Declaration, and may not be relied upon by any person or party for any other purpose, including but not limited to, any determination with respect to full consistency or compliance with the terms and conditions of the Master Declaration, or compliance with any requirements of law in the State of Florida.

The execution and delivery of this Limited Joinder and Approval shall not serve to release or waive any of the terms, conditions or requirements set forth in the Master Declaration, which shall remain in full force and effect. As provided in the Master Declaration, in Section 1.19, and in the Veranda Park Governing Documents, in the event of any conflict or inconsistency between the Master Association Governing Documents, and any Community Association Governing Documents, the Master Association Governing Documents shall control and prevail.

IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and delivered by its duly authorized officers as of the 23rd day of June, 2003.

Witness: LESLIE, L.L.C., a Florida limited liability company

J. Burns  
Print Name: J. BURNS

By: [Signature]  
Name: Nathan D. Benson  
Title: Manager

K. Muns  
Print Name: K. MUNS

STATE OF Virginia  
COUNTY OF Virginia Beach

The foregoing instrument was executed and acknowledged before me this 23rd day of June, 2003, by Nathan D. Benson as Manager of LESLIE, L.L.C., a Florida limited liability company, on behalf of the N/A and who did/did not take an oath.



[Signature]  
Notary Public  
My Commission Expires: 09-30-06

LIMITED  
JOINDER AND APPROVAL  
Governing Documents For Veranda Park


The undersigned has executed and delivered this instrument for the sole purpose of acknowledging its review and approval of the Declaration of Covenants, Easements & Restrictions For Veranda Park, and the Articles of Incorporation and By-Laws for Veranda Park Commercial Property Owners Association, Inc. (the "Veranda Park Governing Documents"), as Developer, as required by the terms and provisions of the Master Declaration of Protective Covenants and Restrictions for MetroWest as recorded in Official Records Book 3759, Page 2756, Public Records of Orange County, Florida, as same has been amended from time to time (collectively, the "Master Declaration"). This review and approval is solely for the purpose of, and limited to, complying with the specific requirements of said Master Declaration, and may not be relied upon by any person or party for any other purpose, including but not limited to, any determination with respect to full consistency or compliance with the terms and conditions of the Master Declaration, or compliance with any requirements of law in the State of Florida.

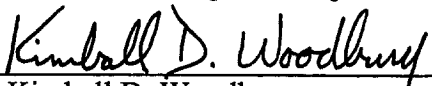

The execution and delivery of this Limited Joinder and Approval shall not serve to release or waive any of the terms, conditions or requirements set forth in the Master Declaration, which shall remain in full force and effect. As provided in the Master Declaration, in Section 1.19, and in the Veranda Park Governing Documents, in the event of any conflict or inconsistency between the Master Association Governing Documents, and any Community Association Governing Documents, the Master Association Governing Documents shall control and prevail.

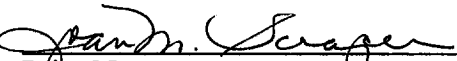
IN WITNESS WHEREOF, the undersigned has caused these presents to be executed and delivered by its duly authorized officers as of the 27<sup>th</sup> day of June, 2003.

Witness:

METROWEST MASTER ASSOCIATION,  
INC., a Florida not for profit corporation

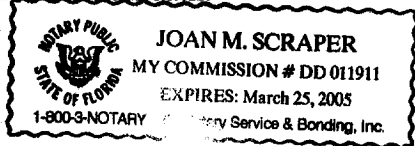
  
Print Name: Deborah H. Johnson

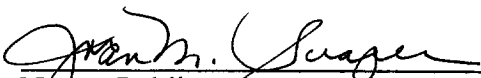
By:   
Name: Kimball D. Woodbury  
Title: President 

  
Print Name: Joan M. Scrapper

STATE OF FLORIDA  
COUNTY OF ORANGE

The foregoing instrument was executed and acknowledged before me this 27<sup>th</sup> day of June, 2003, by Kimball D. Woodbury as President of METROWEST MASTER ASSOCIATION, INC., a Florida not for profit corporation, on behalf of the corporation. He is personally known to me or has produced N/A as identification and did/did not take an oath.



  
Notary Public  
My Commission Expires: \_\_\_\_\_



**MORTGAGEE JOINDER**

SunTrust Bank, a Georgia banking corporation, holds a mortgage upon certain portions of the Property described in the attached Declaration of Covenants, Easements and Restrictions for Veranda Park, which mortgage is recorded in Official Records Book 6437, Page 8558, in the Public Records of Orange County, Florida, (the "Mortgage"). The undersigned joins and enters into said Declaration for the purpose of subordinating its interest in the Mortgage to the terms of the attached Declaration and agrees that if the undersigned or its assignee acquires title to any portion of the Property pursuant to the enforcement of the Mortgage it shall do so subject to the terms of said Declaration.

**SUNTRUST BANK,**  
a Georgia banking corporation

*Stanley A. Gravenmier*  
Witness  
Print Name: Stanley A. Gravenmier

By: *Cheryl Winter*  
Name: Cheryl Winter  
Title: First Vice President  
Date: July 2, 2003

*Christy Haney*  
Witness  
Print Name: CHRISTY HANEY

(Corporate Seal)

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was executed before me this 2<sup>nd</sup> day of July, 2003 by Cheryl Winter, as First Vice President of SunTrust Bank, a Georgia banking corporation, on behalf of the corporation. He is personally known to me or did produce \_\_\_\_\_ as identification, and did not take an oath.

**CHRISTY L. HANEY  
NOTARY PUBLIC - STATE OF FLORIDA  
COMMISSION # DD011501  
EXPIRES 3/22/2006  
BONDED THRU 1-888-NOTARY1**

(Seal)

*Christy L. Haney*  
Notary Public Signature

\_\_\_\_\_  
Print Name of Notary Public

This instrument prepared by and  
after recording return to:

Jeffrey P. Wieland, Esquire  
Akerman Senterfitt  
255 South Orange Avenue  
17th Floor  
Orlando, Florida 32801

-----{SPACE ABOVE THIS LINE FOR RECORDING DATA}-----

**MORTGAGEE JOINDER**

**SunTrust Bank**, a Georgia banking corporation, holds a mortgage upon a certain portion of the Property described in the **DECLARATION OF COVENANTS, EASEMENTS & RESTRICTIONS FOR VERANDA PARK** recorded July 3, 2003 in Official Records Book 6983, Page 4344, of the Public Records of Orange County, Florida (the "Declaration"), which mortgage is recorded in Official Records Book 6983, Page 4452, in the Public Records of Orange County, Florida, (the "Mortgage"). The undersigned joins and enters into said Declaration for the purpose of subordinating its interest in the Mortgage to the terms of the Declaration and agrees that if the undersigned or its assignee acquires title to any portion of the Property pursuant to the enforcement of the Mortgage it shall do so subject to the terms of said Declaration.

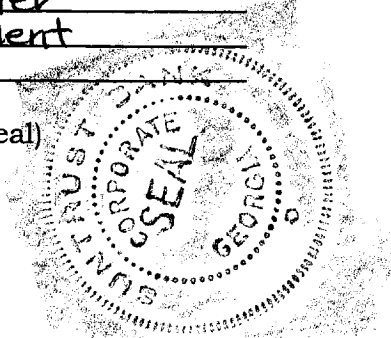
**SUNTRUST BANK,**  
a Georgia banking corporation

Fadwa Davis  
Witness  
Print Name: FADWA DAVES

By: Cheryl C. Winter  
Name: Cheryl C. Winter  
Title: First Vice President  
Date: July 21, 2003

Melissa Sanchez  
Witness  
Print Name: MELISSA SANCHEZ

(Corporate Seal)



**STATE OF FLORIDA**  
**COUNTY OF ORANGE**

The foregoing instrument was executed before me this 21 day of July, 2003 by Cheryl C. Winter, as FIRST VICE PRESIDENT of SunTrust Bank, a Georgia banking corporation, on behalf of the corporation. ~~She~~ He is personally known to me, ~~or produced~~ as identification.



Melissa Sanchez  
My Commission DD137185  
Expires July 28, 2006

(Seal)

Melissa Sanchez  
Notary Public Signature  
MELISSA SANCHEZ  
Print Name of Notary Public

This instrument prepared by and  
after recording return to:

Jeffrey P. Wieland, Esquire  
Akerman Senterfitt  
255 South Orange Avenue  
17th Floor  
Orlando, Florida 32801

-----{SPACE ABOVE THIS LINE FOR RECORDING DATA}-----

**JOINDER**

VP 100, LLC, a Florida limited liability company, whose address is 1701 Park Center Drive, Orlando, FL 32835, owns a portion of the Property included in the **DECLARATION OF COVENANTS, EASEMENTS & RESTRICTIONS FOR VERANDA PARK** recorded July 3, 2003 in Official Records Book 6983, Page 4344, of the Public Records of Orange County (the "Declaration"). The undersigned by the execution hereof hereby joins into and consents to the placing of the Declaration on the Property described in Exhibit "A" to the Declaration.

VP 100, LLC, a Florida limited liability company

Teresa Flores Sweet

Witness  
Print Name: Teresa Flores Sweet

By: [Signature]

Name: CHRISTOPHER R. GIBSON  
Title: MANAGER

Kathryn Shannon

Witness  
Print Name: Kathryn Shannon

**STATE OF FLORIDA  
COUNTY OF ORANGE**

The foregoing instrument was executed before me this 25 day of July, 2003 by Christopher Gibson, as Manager of VP 100, LLC, a Florida limited liability company, on behalf of the limited liability company. He is personally known to me, or produced \_\_\_\_\_ as identification.

[Signature]  
Notary Public Signature

Donna A. Kesterson  
Print Name of Notary Public



**INSTR 20030369227**  
**OR BK 06983 PG 4417**  
**INSTR 20030429859**  
**OR BK 07027 PG 4153**

**Exhibit "A"**

**The Property**

All of the lands encumbered by the plat of Veranda Park, recorded in Plat Book 53, Pages 26 through 30, in the Public Records of Orange County, Florida, including but not limited to all Lots, Tracts and Streets described therein.

**INSTR 20030369227  
OR BK 06983 PG 4418**

**INSTR 20030429859  
OR BK 07027 PG 4154**

**Exhibit "B"**

**Initial Plat**

# VERANDA PARK

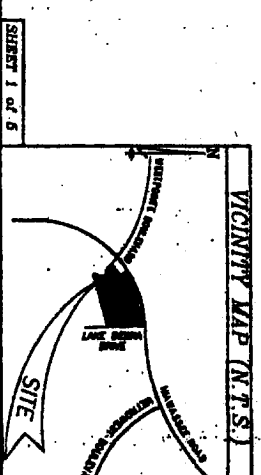
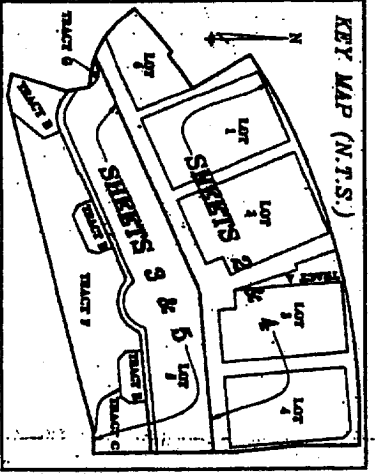
A REPLAT OF A PORTION OF TRACT 1, METROWEST, AS RECORDED IN PLAT BOOK 16, PAGES 107 THROUGH 110 LOCATED IN THE CITY OF ORLANDO, SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

DESCRIPTION  
THAT PORTION OF TRACT 1, METROWEST, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 16, PAGES 107-110, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 1, METROWEST VILLAGE SHOPPING CENTER, AS RECORDED IN PLAT BOOK 25, PAGE 49, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE RUN ALONG THE SOUTHERLY AND EASTERLY BOUNDARIES OF SAID LOT 1, THE FOLLOWING COURSES: N89°49'10"E A DISTANCE OF 197.83 FEET; S89°02'27"E A DISTANCE OF 492.48 FEET; N47°12'50"E A DISTANCE OF 233.71 FEET; N17°04'15"E A DISTANCE OF 94.90 FEET; N47°12'50"E A DISTANCE OF 36.54 FEET; N77°12'46"E A DISTANCE OF 96.40 FEET; N47°12'50"E A DISTANCE OF 39.20 FEET; N17°47'20"E A DISTANCE OF 78.89 FEET FOR A POINT OF BEGINNING; THENCE CONTINUE N17°47'20"E ALONG SAID EASTERLY BOUNDARY OF LOT 1, A DISTANCE OF 184.33 FEET TO A POINT ON THE SOUTHWEST RIGHT-OF-WAY LINE OF WESTPOND BOULEVARD, SAID POINT BEING A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 422.00 FEET, A CHORD BEARING OF N78°28'44"E A CHORD DISTANCE OF 2.00 FEET; RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 0°16'11" A DISTANCE OF 2.00 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 35.00 FEET; A CHORD BEARING OF N18°45'21"W A CHORD DISTANCE OF 16.70 FEET; RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT-OF-WAY LINE OF WESTPOND BOULEVARD, THROUGH A CENTRAL ANGLE OF 17°28'09" A DISTANCE OF 16.77 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID WESTPOND BOULEVARD, BEING A NON-TANGENT POINT ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 300.00 FEET; A CHORD BEARING OF N69°50'48"W, A CHORD DISTANCE OF 244.62 FEET; RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 49°07'16" A DISTANCE OF 231.96 FEET; THENCE N42°47'10"W, ALONG SAID NORTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 81.89 FEET TO THE MOST SOUTHERLY CORNER OF LOT 4, METROWEST VILLAGE SHOPPING CENTER, AS RECORDED IN PLAT BOOK 25, PAGE 49, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N51°16'39"E ALONG THE SOUTHWESTERLY LINE OF SAID LOT 4, A DISTANCE OF 200.50 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 4 BEING A POINT ON THE SOUTHWESTERLY LINE OF LOT 6, METRO WEST TRACT 1, LOT 6, AS RECORDED IN PLAT BOOK 31, PAGE 146, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE S42°47'10"E, ALONG SAID SOUTHWESTERLY LINE, HAVING A RADIUS OF 154.03 FEET; A CHORD BEARING OF N58°09'27"E A CHORD DISTANCE OF 148.23 FEET; RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND THE SOUTHWESTERLY LINE OF SAID LOT 6, THROUGH A CENTRAL ANGLE OF 3°47'06" A DISTANCE OF 148.28 FEET TO THE MOST EASTERLY CORNER OF SAID LOT 6 AND THE NORTHWESTERLY LINE OF SAID LOT 6, A DISTANCE OF 230.45 FEET TO THE MOST NORTHERLY CORNER OF SAID LOT 6 AND THE NORTHWESTERLY LINE OF SAID LOT 6, THROUGH A CENTRAL ANGLE OF 3°47'06" A CURVE CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 2471.48 FEET; A CHORD BEARING OF N73°59'41"E, A CHORD DISTANCE OF 1357.85 FEET; RUN THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID SOUTHERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 31°53'02" A DISTANCE OF 1378.33 FEET; THENCE N89°56'12"E, ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 83.77 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF LAKE DEBRA DRIVE; THENCE RUN THE FOLLOWING FOUR COURSES ALONG SAID WESTERLY RIGHT-OF-WAY LINE: S00°33'49"E A DISTANCE OF 220.00 FEET; S05°46'26"E A DISTANCE OF 201.00 FEET; S01°37'47"E A DISTANCE OF 439.42 FEET TO A POINT OF CURVATURE ON A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 1000.00 FEET; A CHORD BEARING OF 50°33'49"E A DISTANCE OF 54.86 FEET; RUN THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 3°07'58" A DISTANCE OF 54.86 FEET TO THE NORTHWEST CORNER OF LOT 1, ALEXAN AT METROWEST, AS RECORDED IN PLAT BOOK 47, PAGES 33, 34 AND 35, PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE N80°00'00"W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 77.41 FEET TO THE POINT OF BEGINNING. 1228.42 FEET; THENCE N75°31'15"W A DISTANCE OF 77.41 FEET TO THE POINT OF BEGINNING.

CONTAINS 1,318,386 SQUARE FEET OR 30,286 ACRES MORE OR LESS.

- NOTES:
1. The above survey was made by means of a surveying instrument of the accuracy of 1/4" or better.
  2. The above survey was made by means of a surveying instrument of the accuracy of 1/4" or better.
  3. D - denotes a 4" x 4" iron and steel pin, 1/4" diameter.
  4. A - denotes a 1/2" x 1/2" x 1/2" aluminum nail, 1/2" long.
  5. S - denotes a 1/2" x 1/2" x 1/2" aluminum nail, 1/2" long.
  6. A - denotes a 1/2" x 1/2" x 1/2" aluminum nail, 1/2" long.
  7. A - denotes a 1/2" x 1/2" x 1/2" aluminum nail, 1/2" long.
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  20. A - denotes a 1/2" x 1/2" x 1/2" aluminum nail, 1/2" long.



**ACCURIGHT SURVEYS**  
 of Orlando, Fla., FL 32806  
 2012 E. Robinson St.  
 Orlando, Florida 32805  
 (407) 894-6314

**NOTICE:**  
 THE STATE OF FLORIDA HAS DEEMED THIS TO BE AN OFFICIAL INSTRUMENT OF THE  
 RECORDED IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, IN PLAT BOOK 16, PAGES 107 THROUGH 110, OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**PLAT BOOK 16, PAGE 26**  
**VERANDA PARK**  
 (A REPLAT)

IN APPROVAL WHEREOF, I, the undersigned, being a duly qualified and authorized Surveyor of the State of Florida, do hereby certify that the foregoing plat of the above described land is a true and correct copy of the original plat of the same as the same was filed in my office on the 17th day of October, 2003, and that the same has been duly recorded in the Public Records of Orange County, Florida, in Plat Book 16, Pages 107 through 110.

**CERTIFICATE OF APPROVAL BY MUNICIPALITY**  
 I, the Mayor of the City of Orlando, Florida, do hereby certify that the above described land is a true and correct copy of the original plat of the same as the same was filed in my office on the 17th day of October, 2003, and that the same has been duly recorded in the Public Records of Orange County, Florida, in Plat Book 16, Pages 107 through 110.

**CERTIFICATE OF APPROVAL BY COUNTY SUPERVISOR**  
 I, the County Supervisor of Orange County, Florida, do hereby certify that the above described land is a true and correct copy of the original plat of the same as the same was filed in my office on the 17th day of October, 2003, and that the same has been duly recorded in the Public Records of Orange County, Florida, in Plat Book 16, Pages 107 through 110.

**CERTIFICATE OF APPROVAL BY CITY SUPERVISOR**  
 I, the City Supervisor of the City of Orlando, Florida, do hereby certify that the above described land is a true and correct copy of the original plat of the same as the same was filed in my office on the 17th day of October, 2003, and that the same has been duly recorded in the Public Records of Orange County, Florida, in Plat Book 16, Pages 107 through 110.

**CERTIFICATE OF APPROVAL BY COUNTY CHIEF CLERK**  
 I, the County Chief Clerk of Orange County, Florida, do hereby certify that the above described land is a true and correct copy of the original plat of the same as the same was filed in my office on the 17th day of October, 2003, and that the same has been duly recorded in the Public Records of Orange County, Florida, in Plat Book 16, Pages 107 through 110.

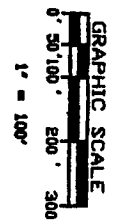
**CERTIFICATE OF APPROVAL BY CITY CLERK**  
 I, the City Clerk of the City of Orlando, Florida, do hereby certify that the above described land is a true and correct copy of the original plat of the same as the same was filed in my office on the 17th day of October, 2003, and that the same has been duly recorded in the Public Records of Orange County, Florida, in Plat Book 16, Pages 107 through 110.

# VERANDA PARK

PLAT BOOK 53 PAGE 27

A REPEAT OF A PORTION OF TRACT 1, METROWEST, AS RECORDED IN PLAT BOOK 16, PAGES 107 THROUGH 110 LOCATED IN THE CITY OF ORLANDO, SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

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NOTE:  
 SEE SHEET 4 OF 5  
 FOR EASEMENT DETAILS

**ACCURIGHT SURVEYS**  
 of Orlando, Inc., L.L.C. 4475  
 2012 S. Robinson St.  
 Orlando, Florida 32803  
 (407) 894-6314

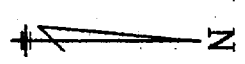
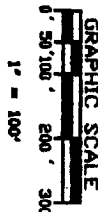
SHEET 3 of 6

METROWEST TRACT 1, LOT 7  
 PLAT BOOK 34, PAGE 50 AND 51

# VERANDA PARK

A REPLAT OF A PORTION OF TRACT 1, METROWEST, AS RECORDED IN PLAT BOOK 16, PAGES 107 THROUGH 110  
 LOCATED IN THE CITY OF ORLANDO, SECTION 2, TOWNSHIP 23 SOUTH, RANGE 26 EAST, ORANGE COUNTY, FLORIDA.

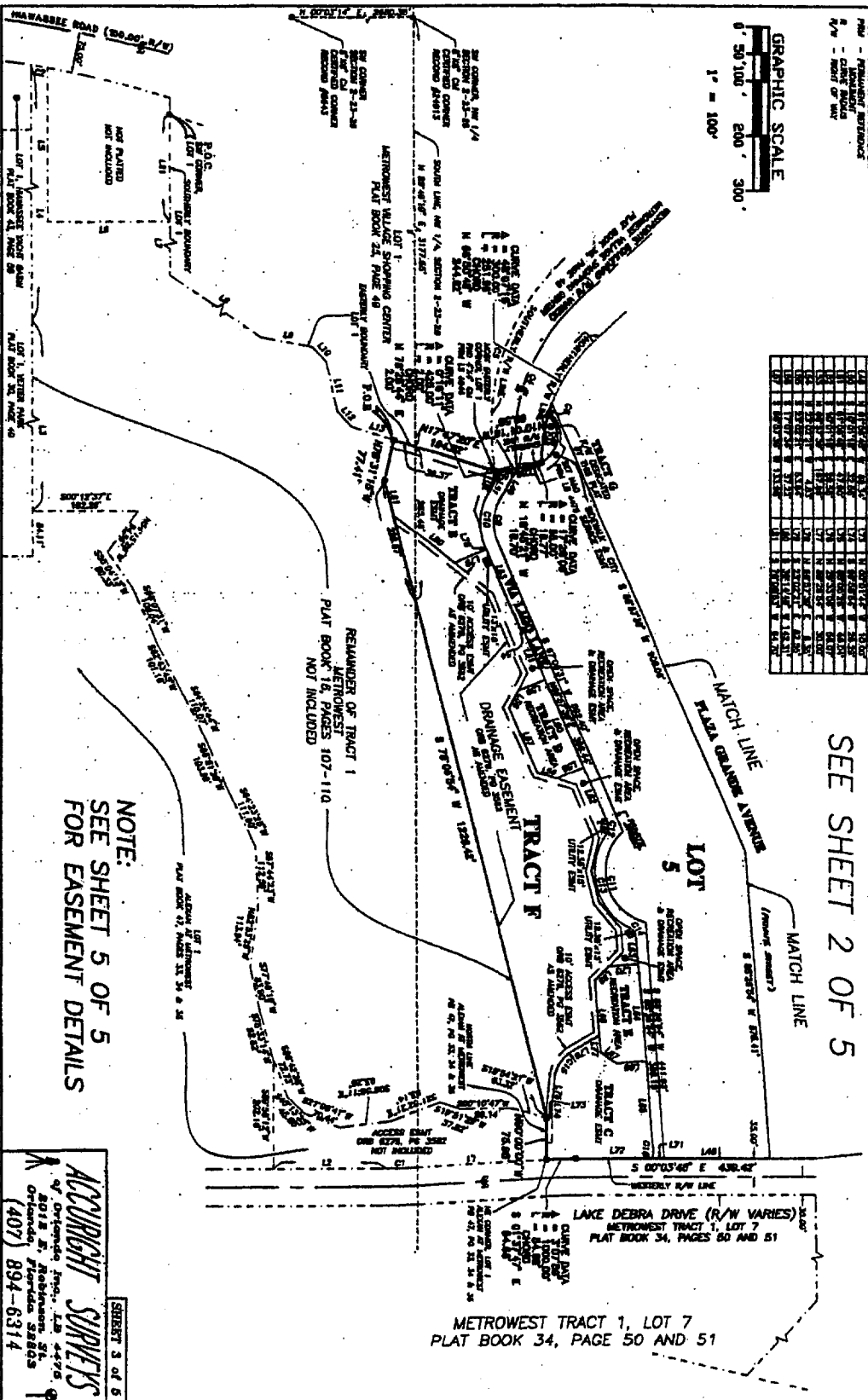
- LEGEND**
- 1 - CENTRAL SQUARE
  - 2 - CONCRETE PAVEMENT
  - 3 - CONCRETE SIDEWALK
  - 4 - ASPHALT DRIVE
  - 5 - ASPHALT SIDEWALK
  - 6 - ASPHALT PARKING LOT
  - 7 - ASPHALT DRIVE
  - 8 - ASPHALT SIDEWALK
  - 9 - ASPHALT DRIVE
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  - 99 - ASPHALT DRIVE
  - 100 - ASPHALT SIDEWALK



LINE CHART	LINE CHART	LINE CHART	LINE CHART	LINE CHART	LINE CHART
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
25	26	27	28	29	30
31	32	33	34	35	36
37	38	39	40	41	42
43	44	45	46	47	48
49	50	51	52	53	54
55	56	57	58	59	60
61	62	63	64	65	66
67	68	69	70	71	72
73	74	75	76	77	78
79	80	81	82	83	84
85	86	87	88	89	90
91	92	93	94	95	96
97	98	99	100	101	102
103	104	105	106	107	108
109	110	111	112	113	114
115	116	117	118	119	120
121	122	123	124	125	126
127	128	129	130	131	132
133	134	135	136	137	138
139	140	141	142	143	144
145	146	147	148	149	150

LINE CHART	LINE CHART	LINE CHART	LINE CHART	LINE CHART	LINE CHART
1	2	3	4	5	6
7	8	9	10	11	12
13	14	15	16	17	18
19	20	21	22	23	24
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31	32	33	34	35	36
37	38	39	40	41	42
43	44	45	46	47	48
49	50	51	52	53	54
55	56	57	58	59	60
61	62	63	64	65	66
67	68	69	70	71	72
73	74	75	76	77	78
79	80	81	82	83	84
85	86	87	88	89	90
91	92	93	94	95	96
97	98	99	100	101	102
103	104	105	106	107	108
109	110	111	112	113	114
115	116	117	118	119	120
121	122	123	124	125	126
127	128	129	130	131	132
133	134	135	136	137	138
139	140	141	142	143	144
145	146	147	148	149	150

SEE SHEET 2 OF 5



NOTE:  
 SEE SHEET 5 OF 5  
 FOR EASEMENT DETAILS

METROWEST TRACT 1, LOT 7  
 PLAT BOOK 34, PAGE 50 AND 51

ACCURIGHT SURVEYS  
 4707 Orlando Turnpike, Suite 4475  
 Orlando, Florida 32835  
 (407) 894-6314

SHEET 3 of 5

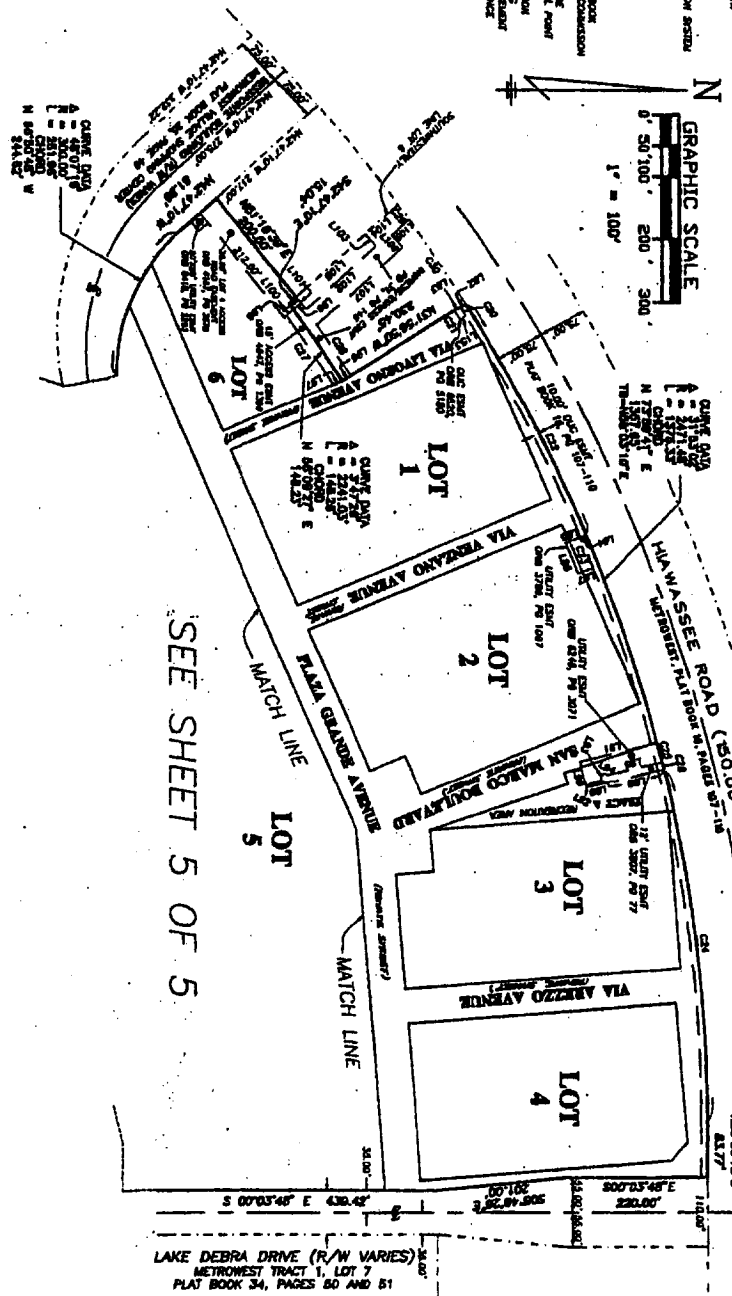


# VERANDA PARK

A REPEAT OF A PORTION OF TRACT 1, METROWEST, AS RECORDED IN PLAT BOOK 16, PAGES 107 THROUGH 110 LOCATED IN THE CITY OF ORLANDO, SECTION 2, TOWNSHIP 23 SOUTH, RANGE 28 EAST, ORANGE COUNTY, FLORIDA.

## EASEMENT DETAILS

- LEGEND**
- 1 - CENTERLINE STROKE
  - 2 - GENERAL WALL
  - 3 - CONCRETE FOUNDATION
  - 4 - EXISTING
  - 5 - EXISTING
  - 6 - EXISTING
  - 7 - EXISTING
  - 8 - EXISTING
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  - 99 - EXISTING
  - 100 - EXISTING



NO.	SECTION	TOWNSHIP	RANGE	SECTION	SECTION
1	23	23	28	1	1
2	23	23	28	1	2
3	23	23	28	1	3
4	23	23	28	1	4
5	23	23	28	1	5
6	23	23	28	2	1
7	23	23	28	2	2
8	23	23	28	2	3
9	23	23	28	2	4
10	23	23	28	2	5
11	23	23	28	3	1
12	23	23	28	3	2
13	23	23	28	3	3
14	23	23	28	3	4
15	23	23	28	3	5
16	23	23	28	4	1
17	23	23	28	4	2
18	23	23	28	4	3
19	23	23	28	4	4
20	23	23	28	4	5

LINE CHART

LINE NO.	BEARING	DISTANCE	AREA
1	S 00°03'48" E	438.48'	192.18
2	S 00°03'48" E	438.48'	192.18
3	S 00°03'48" E	438.48'	192.18
4	S 00°03'48" E	438.48'	192.18
5	S 00°03'48" E	438.48'	192.18
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70	S 00°03'48" E	438.48'	192.18
71	S 00°03'48" E	438.48'	192.18
72	S 00°03'48" E	438.48'	192.18
73	S 00°03'48" E	438.48'	192.18
74	S 00°03'48" E	438.48'	192.18
75	S 00°03'48" E	438.48'	192.18
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77	S 00°03'48" E	438.48'	192.18
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86	S 00°03'48" E	438.48'	192.18
87	S 00°03'48" E	438.48'	192.18
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89	S 00°03'48" E	438.48'	192.18
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99	S 00°03'48" E	438.48'	192.18
100	S 00°03'48" E	438.48'	192.18

ACCURIGHT SURVEYS  
 2012 E. Robinson St.  
 Orlando, Florida 32803  
 (407) 894-6314

