

HATTAWAY RIDGE CONDOMINIUM PROSPECTUS

1. THIS PROSPECTUS CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.

2. THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.

3. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATION OF THE DEVELOPER. REFER TO THIS PROSPECTUS AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.

SUMMARY

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4. THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTEREST.

5. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. THIS RIGHT TO CONTROL IS DESCRIBED IN DETAIL IN THE DECLARATION OF CONDOMINIUM IN ARTICLE XX AT PAGE 25 ET SEQ. ALSO SAID RIGHT IS CONTAINED IN THE ARTICLES OF INCORPORATION OF THE ASSOCIATION ON PAGE 4, ET SEQ.

6. THE SALE, LEASE, OR TRANSFER OF THE UNITS ARE RESTRICTED OR CONTROLLED. THE RESTRICTION, LIMITATION, OR CONTROL ON THE SALE, LEASE, OR TRANSFER OF UNITS IS DESCRIBED IN DETAIL IN THE DECLARATION OF CONDOMINIUM, ARTICLE XIX AT PAGES 19 THRU 24, INCLUSIVE.

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The name of the condominium is HATTAWAY RIDGE CONDOMINIUM and it is located in Altamonte Springs, Florida.

1. There are twenty (20) buildings in this condominium. Eight (8) buildings contain four (4) units and twelve (12) buildings contain six (6) units. Each unit has three (3) bedrooms and two (2) bathrooms, and there are a total of one hundred four (104) condominium units.

2. The plot plan and survey of the condominium is located in the Declaration of Condominium as Exhibit B of the Declaration of Condominium and is located immediately following the legal description.

3. The estimated latest date of completion of constructing, finishing, and equipping of the condominium is December 31, 1981.

4. There are no recreational and other commonly used facilities that will be used only by unit owners of the condominium or by the unit owners of the condominium in connection with unit owners of any other condominium.

5. THE CONDOMINIUM IS CREATED AND BEING SOLD AS FEE SIMPLE INTEREST.

6. THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD. THIS RIGHT TO CONTROL IS DESCRIBED IN DETAIL IN THE DECLARATION OF CONDOMINIUM, ARTICLE XX, AT PAGE 25 ET SEQ.

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8. There are certain restrictions on the use of the condominium property. Said restrictions are basically located at Page 19, et seq. of the Declaration of Condominium.

9. Sewage and waste disposal and water is being provided by the City of Altamonte Springs. Storm drainage is provided by retention ponds.

10. The apportionment of common expenses and ownership

of the common elements has been determined by dividing one by the total number of units in the condominium which is one hundred four; and, therefore, each condominium unit is responsible for one-one hundred and fourth (1/104) of the common expenses.

11. Attached hereto as Exhibit 3 is an estimated operating budget for the condominium and the association and a schedule of the unit owners expenses.

12. There are no closing expenses to be paid by a buyer of a unit except those costs set forth in Paragraph 9 on Page 4 of the Purchase and Sale Agreement, which paragraph provides for prorations and three months maintenance payable to the Condominium Association as initial working capital. Title insurance or an abstract is available to the buyer at the buyer's expense; provided, that the buyer should order same from the developer within the time period set forth in the deposit receipt contract.

13. The developer of the project is Hattaway Ridge Associates, a Florida Partnership, created solely for the purpose of building this condominium, composed of Hathaway Ridge Developers, Inc., WGK Orlando, Inc., GTR Orlando, Inc., MEG Orlando, Inc., ALR Orlando, Inc. The chief operating officers are S.A. Rizzo and W. George Kennedy, and they have been involved in the sale of condominiums throughout the State of Florida for the last ten years and they have been building in the State of Florida for the last thirty years. The principal developments have been in Dade County and Broward County, Florida.

14. The following items are attached as Exhibits to this Prospectus:

EXHIBIT 1 The Declaration of Condominium with its attached Exhibits as follows:

EXHIBIT A - LEGAL DESCRIPTION OF THE PROPERTY

EXHIBIT B - SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION BEING PREPARED BY THE ENGINEER

EXHIBIT C - PERCENTAGE OF OWNERSHIP OF IMPROVEMENTS AND COMMON EXPENSES

EXHIBIT D - THE ARTICLES OF INCORPORATION

EXHIBIT E - BY-LAWS OF THE ASSOCIATION

EXHIBIT F - RULES & REGULATIONS OF THE ASSOCIATION

EXHIBIT G - COPY OF WARRANTY DEED

- EXHIBIT 2 The Contract For Sale and Purchase of the
 Condominium Unit
- EXHIBIT 3 The estimated operating budget for the
 condominium and the schedule of unit owners
 expenses
- EXHIBIT 4 Copy of the Agreement for Escrow of payments
 made to the developer prior to closing
- EXHIBIT 5 Copy of the documents containing the restrictions
 on the use of the property

DECLARATION OF CONDOMINIUM

The undersigned, being the holder of title of record to the real property situate, lying and being in Seminole County, Florida, the legal description of which is attached hereto, and made a part hereof, and labeled EXHIBIT "A", hereby states and declares that the land described herein is submitted to condominium ownership, and declared to be a condominium known as Hattaway Ridge Condominium, pursuant to Chapter 718, Florida Statutes, the Condominium Act as amended prior to the date of the recording of this Declaration (hereinafter referred to as the "Condominium Act"), the provisions of which said act are hereby incorporated by reference, and included herein, and does herewith file for record this Declaration.

All the restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall rule perpetually unless terminated or amended as provided herein, and shall be binding upon all unit owners as hereinafter defined, and in consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, as well as by the By-Laws and Articles of Incorporation of the Association. Both the burdens imposed and the benefits provided shall run with each unit and the interests in common property as defined herein.

The real property submitted to condominium ownership herewith is subject to conditions, limitations, restrictions, reservations of record, real estate taxes and applicable zoning ordinances.

ARTICLE I - DEFINITIONS

Definitions of terms used herein are as follows:

- A. "Assessment" means a share of the funds required for the payment of common expenses, which from time to time is assessed against the unit owner.
- B. "Association" means the entity responsible for the operation of the condominium and such entity shall, for the purpose of this condominium, be Hattaway Ridge Condominium Homeowners Association, Inc., a Florida corporation, not for profit.
- C. "Board of Directors" means the Board of Administration or other representative body responsible for administration of the association.
- D. "By-Laws" mean the By-Laws of the Association existing from time to time.
- E. "Common Elements" means the portions of the condominium property not included in the individual units. Common Elements includes:
 - 1. Easements through the units for conduits, pipe ducts, plumbing, wiring and other facilities for the furnishing of utility service to units and common elements; and,
 - 2. Easements of support in every part of each unit which contributes to the support of the improvements. The term "common elements" when used throughout this Declaration, shall include limited common elements. The term common elements does

not include conduits, pipe, ducts, plumbing, wiring, air conditioning equipment or other facilities which service or apply to only one unit although same may be located in the common elements.

F. "Common expenses" means all expenses and assessments properly incurred by the Association for the condominium.

G. "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the common elements over the common expenses.

H. "Condominium Parcel" means a unit, together with the undivided share in the common elements which is appurtenant to the unit.

I. "Condominium Property" means the lands, leaseholds, and personal property that are subjected to condominium ownership, whether or not contiguous, and all improvements thereon and all easements and and rights appurtenant thereto intended for use in connection with the condominium.

J. "Corporation" means the "Association" as defined above. Corporation and Association may be interchangeable and shall have the equivalent definition.

K. "Declaration" or "Declaration of Condominium" means the instrument or instruments by which this condominium is created, as they are from time to time amended.

L. "Developer" means Hattaway Ridge Associates, a Florida Partnership, its successors and assigns.

M. "Institutional Mortgagee" means a Bank, Savings and Loan Association, Insurance Company or Union Pension Fund authorized to do business in the United States of America, an agency of the United States Government, a Real Estate Investment Trust, or a lender generally recognized in the community as an institutional type lender. The mortgage may be placed through a mortgage or title company. The Developer shall determine, in his sole discretion, in case of question, who is an institutional mortgagee by virtue of being generally recognized in the community as an institutional type lender.

N. "Limited Common Elements" means those common elements which are reserved for the use of a certain unit or units, to the exclusion of other units as specified in this Declaration.

O. "Operation" or "Operation of the Condominium" includes the administration and management of the condominium property.

P. "Unit" means those parcels of the condominium property designated on the exhibit attached to the declaration which are subject to exclusive ownership. Unit or apartment may be interchangeable and shall have the equivalent definition.

Q. "Unit Owner" or "Owner of a Unit", or "Apartment Owner" means the owner of a condominium parcel.

R. "Utility Service" as used in this declaration and the By-Laws attached hereto may include but shall not be limited to electric power, gas, hot and cold water, heating, refrigeration, air conditioning, garbage and sewage disposal.

Whenever the context and facts permit, the use of the singular shall include the plural and the plural shall include the singular and

the use of any gender shall be deemed to include all genders.

ARTICLE II - SURVEY AND DESCRIPTION OF IMPROVEMENTS

Attached hereto and made a part hereof as EXHIBIT "B" is a survey and graphic description of the land and plot plans of the improvements constituting the Condominium, identifying the Condominium Units, the Common Elements and the Limited Common Elements, their respective location and approximate dimensions. The improvements on the land described will consist of one hundred four residential condominium units.

A. Each Condominium Unit is identified by a specific numerical designation and the letter "A", "B", "C", "D", "E", "F", "G", "H", "J", or "K", on said EXHIBIT "B", and no condominium unit bears the same designation as any other condominium unit. Similarly, each area constituting a Limited Common Element is identified by a specified numerical designation and the letter "X" or "Y" on said EXHIBIT "B". The specific number assigned to each limited common element is the same number which has been assigned to the condominium unit to which each such limited common element is appurtenant, so that by examining EXHIBIT "B", the size and location of each limited common element appurtenant to the unit can be readily ascertained.

B. Unit Boundaries:

1. The unit owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective "Condominium Unit", nor shall the owner be deemed to own the pipe, wires, conduits or other public utility lines running through said respective "Condominium Unit", which are utilized for or serve more than one "Condominium Unit", which items are by these presents hereby made a part of the "Common Elements". Said owner, however, shall be deemed to own the walls and partitions which are contained in said owners respective "Condominium Unit", and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, etc.

2. Each apartment shall include that part of the building containing the unit which lies within the boundary of the unit, which boundaries are:

a. Upper and Lower Boundaries. The upper and lower boundaries of the apartment shall be in the following boundaries extended to an intersection of the perimetrical boundaries:

Upper Boundary - The horizontal plane of the undecorated finished ceiling.

Lower - The horizontal plane of the undecorated finished floor.

b. Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical plane of the undecorated finished interior of the walls bounding the unit extended to the intersections with each other and with the upper and lower boundaries.

c. In connection with the floor plans and plot plans identified as EXHIBIT "B", the legend and notes thereon contained are incorporated herein and made a part hereof by reference and the said plans have been certified in the manner required by the Condominium Act.

d. Amendment of Plans. The Developer reserves the right to change the interior and arrangement of all units so long as Developer owns all the units so changed and altered, provided such change shall be reflected by an amendment of this declaration and provided further, that an amendment for such purposes need be signed and acknowledged only by the Developer and need not be approved by the corporation or condominium unit owners or by the condominium whether or not elsewhere required for an amendment.

e. Alteration of Boundaries and Condominium Unit Dimensions. Developer reserves the right to alter the boundary between units, so long as Developer owns the units so altered; and to alter the boundaries of common elements, so long as the Developer owns the condominium units abutting the common elements where the boundaries are being altered, provided no such change shall be made without amendment of this Declaration, and provided further, that an amendment for such purpose be signed and acknowledged only by the Developer and approved by the institutional mortgagee of condominium units affected, whether they are included in an overall construction mortgage on the condominium building, and such amendment shall not require the approval of the condominium unit owners, the lessor, or of the Corporation.

ARTICLE III - OWNERSHIP, SHARE OF COMMON ELEMENTS, ALLOCATION
OF COMMON EXPENSES AND COMMON SURPLUS

A. The fee title to each condominium parcel shall include both the condominium unit and the undivided interest in the common elements, said undivided interest in the common elements to be deemed to be conveyed or encumbered with its respective condominium unit. Any attempt to separate the fee title to a Condominium from the undivided interest in the Common Elements appurtenant to each unit shall be null and void.

B. Each of the unit owners of the Condominium shall own an undivided interest in the common elements and limited common elements, and the undivided interest of such ownership in the said common elements and limited common elements is the fraction as set forth on EXHIBIT "C" which is attached to this Declaration and made a part hereof.

C. The common expenses and the common surplus of the Condominium shall be shared by the unit owners as specified and set forth in EXHIBIT "C". The ratio of sharing common expenses and common surplus shall remain regardless of the purchase price of the condominium units, their locations, or the building square footage included in each condominium unit.

D. Those portions of the common elements reserved for the use of certain unit owners or a certain unit owner to the exclusion of other unit owners are deemed limited common elements. Any expense for the maintenance, repair or replacement relating to limited common elements shall be treated as and paid for as part of the common expenses of the Association, unless otherwise specifically provided in this Declaration and Exhibits attached hereto. Should said maintenance, repair or replacement be necessitated by the negligence or misuse by a unit owner, his family, guests, servants and/or invitees, he shall be responsible therefor, the Association shall have the right to levy an assessment against the owner of said unit which assessment shall have the same force and effect as all other assessments. Limited common elements designated on the plot plan with a designation commencing with the letter "Y" shall be maintained by the Association unless the

unit owner places a fence or other improvement on said limited common element, in which event, the unit owner shall be responsible for maintaining the fence or structure and the limited common area designated by the letter "Y" which is appurtenant to his unit. Prior to construction of any fence or improvement the unit owner must obtain the permission of the Association.

ARTICLE IV - EASEMENTS

A. Perpetual Non-Exclusive Easement in Common Elements.

The common elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement which is hereby created in favor of all of the owners of condominium units in this Condominium for the use and benefit of such condominium unit owners and the use and benefit of their immediate families, guests and invitees, for all proper and normal purposes, and for the furnishing of services and facilities for which same are reasonably intended, including, without limitation, for purposes of ingress, egress, repair and maintenance, for use of recreational facilities, for installation of and maintenance of utility lines (such as water and sewer collection and distribution lines, electrical power transmission lines, telephone lines and other utility services and the like contained within the common elements). Notwithstanding the foregoing provisions, the Association shall have the right to establish the Rules and Regulations governing the use and enjoyment of all such common elements and pursuant to which the owner or owners of such condominium units may be entitled to utilize same. The Developer, for itself, its successors and assigns, as well as for the Association, reserves the right to impose upon the common elements henceforth, and from time to time, such easements and cross-easements for any of the foregoing purposes as it deems to be in the best interest of, and necessary for, the uniform and proper operation of the Condominium, the development of the overall plan and the enjoyment of the common elements by the unit owners.

B. Easement for Encroachments. In the event that any condominium unit shall encroach upon any common element for any reason not caused by the intentional or negligent act of any such condominium unit owner or owners or their agents, then an easement appurtenant to such condominium unit shall exist for the continuance of such encroachment into the common elements, for so long as such encroachment shall exist; and in the event that any portion of the common elements shall encroach upon any condominium unit, then an easement shall exist for the continuance of such encroachment of the common elements into any condominium unit for so long as such encroachment shall naturally exist. In like manner, in the event that any condominium unit shall encroach upon any other condominium unit, for any reason not caused by the intentional act of the condominium unit owner or owners or their agents, then an easement appurtenant to such encroaching condominium unit shall exist for the continuance of such encroachment into the neighboring condominium unit, for so long as such encroachment shall naturally exist.

C. Easement for Air Space. The owner of each condominium unit shall have an exclusive easement for the use of the air space occupied by such unit and which exists at any particular time, and as said unit may be lawfully altered or reconstructed from time to time.

D. Easement for the Public. An easement is created for pedestrian traffic over, through and across sidewalks, paths, walks and lanes as the same may from time to time exist upon the common elements, and for the vehicular traffic over, through and across such portion of the common elements as may from time to time be paved and intended for such purposes, but the same shall not include the condominium property except those areas specifically assigned for same.

ARTICLE V - NAME

The name by which this Condominium is to be identified is:

HATTAWAY RIDGE CONDOMINIUM

ARTICLE VI - ADMINISTRATION OF CONDOMINIUM BY ASSOCIATION

In order to provide for the efficient and effective administration of the Condominium by the owners of the condominium units, and in order to provide for a unified operation of all condominium constructed and dedicated by the Developer, a non-profit corporation, known and designated as the Hattaway Ridge Condominium Homeowners Association, Inc., hereinafter referred to as the "Association" has been organized. The Association shall administer the operation and management of this Condominium which has been constructed and dedicated, to condominium form of ownership by the Developer; and the Association will perform all acts and duties incident thereto, in accordance with the terms, provisions and conditions of this Declaration of Condominium and in accordance with the terms of the Articles of Incorporation of the Association, its By-Laws and the rules and regulations promulgated by the Association from time to time. A true copy of the said Articles of Incorporation and By-Laws and a true copy of the initial rules and regulations promulgated by the Association are annexed hereto and expressly made a part hereof as EXHIBITS "D", "E" and "F", respectively. In the administration of the operation and management of the condominium, the Association shall have and is hereby granted the authority and power to enforce the provisions of this Declaration of Condominium, to levy and collect assessments and to adopt, promulgate and enforce such rules and regulations governing the use of condominium units, common elements and limited common elements as the Board of Directors of the Association may deem to be in the best interest of the condominium unit owners.

ARTICLE VII - MEMBERSHIP IN CORPORATION AND VOTING

A. The owner or owners of each condominium unit shall automatically become members of the Association upon such owner's acquisition of an ownership interest in any condominium unit and its appurtenant undivided interest in the common elements and limited common elements, and the membership of such owner or owners in the Association shall terminate automatically upon such owner or owners being divested of such ownership interest and the title to such condominium unit, regardless of the means by which such ownership shall be divested. No person, firm or corporation holding any lien, mortgage or other encumbrance upon any condominium unit shall be entitled by virtue of such lien, mortgage or other encumbrance, to membership in the Association or to any of the rights or privileges of such membership.

B. Subject to the provisions and restrictions set forth in the By-Laws of the Association responsible for the operation of this Condominium, each apartment owner is entitled to one (1) vote for each unit owned by him.

There shall be one person with respect to each apartment unit ownership who shall be entitled to vote at any meeting of the unit owners. Such person shall be known as "voting member". If an apartment is owned by more than one person, the owners of said apartment unit shall designate one of them as the voting member, or in the case of a corporate unit, an officer or employee thereof shall be the voting member. The designation of voting member shall be made as provided by and subject to the provisions and restrictions set forth in the By-Laws of the Association.

ARTICLE VIII - BY-LAWS

The operation of the condominium property shall be governed by By-Laws which are set forth in a document entitled, "BY-LAWS OF THE ASSOCIATION" and which is annexed to this Declaration and labeled EXHIBIT "E" and incorporated herein by reference. No modification or other amendment to the By-Laws shall be valid, unless set forth in, or annexed to, a duly recorded amendment to this Declaration. No amend-

ment to the By-Laws shall be adopted which would affect or impair the validity or priority of any mortgage covering any condominium parcel. The By-Laws shall be amended in the same manner as this Declaration is amended.

The powers and duties of the Corporation shall include those set forth in the By-Laws, but in addition thereto, the Corporation shall have all of the powers and duties set forth in the Condominium Act as well as all powers and duties granted or imposed upon it by this Declaration, including:

A. The irrevocable right, whenever it is necessary to enter any condominium unit for the purposes of performing any maintenance, alteration or repair to any portion of the common elements or to go upon any limited common element for such purposes, the owner of each condominium unit shall permit the authorized representatives or agents of the Association to enter such condominium unit, or to go upon such limited common elements for such purposes, provided that such entry shall be made only at reasonable times and with reasonable advance notice, except that in the event of any emergency threatening any condominium unit, entry may be made at any time without notice.

B. In case of any emergency originating in or threatening any condominium unit, regardless of whether the owner is present at the time of such emergency, the Board of Directors of the Association, or any other person authorized by it or any of its agents, shall have the right to enter such condominium unit for the purposes of remedying or abating the cause of such emergency, and such right of entry shall be immediate, and to facilitate entry in the event of such emergency, the owner of each condominium unit, if required by the Association, shall deposit under the control of the Association, a key to such condominium unit.

C. The irrevocable right to make or cause to be made such alterations or improvements to the common elements, provided that the making of such alterations and improvements are approved by the Board of Directors of said Association, and provided further that the cost of such alterations or improvements shall be assessed as common expenses against, and collected from all of the owners of condominium units, subject to assessments as hereinafter set forth. Where any alterations or improvements are made exclusively or substantially for the benefit of the owner or owners of a condominium unit or condominium units requesting same, then the cost of such alterations and improvements shall be assessed against and collected solely from the owner or owners of the condominium unit or units requesting same, who are exclusively or substantially benefited, the assessment to be levied in such proportion as may be determined by the Board of Directors of the Association.

D. The irrevocable right to lease, maintain, repair, and/or replace the common elements.

E. No unit owner, except as an officer of the Corporation shall have any authority to act for the Corporation.

ARTICLE IX - METHOD OF AMENDMENT

A. General Amendments. Except for any alteration in the percentage of ownership in the common elements appurtenant to each condominium unit, or alteration of the basis for apportionment of assessments, which may be levied by the Association in accordance with the provisions hereof, this Declaration of Condominium may be amended in the following manner:

An amendment or amendments to this Declaration of Condominium may be proposed by the Board of Directors of the Association acting upon a vote of the majority of the Directors, or by the majority of the members of the Association, whether meeting as members or by instrument in writing signed by them. Upon any amendment or amendments

to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other Officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days, nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, the postage thereon prepaid. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of a majority of the members of the Association in order for such amendment or amendments to become effective. Thereupon such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted, and, the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed, shall be recorded in the Public Records of Seminole County, Florida, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the Officers of the Association shall be delivered to all of the owners of all condominium units, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by a Mortgagee or which would alter, amend or modify in any manner whatsoever, the rights, powers, and privileges granted and reserved herein in favor of any Mortgagees or in favor of the Developer, without the consent of all such Mortgagees or the Developers, as the case may be.

B. Amendments with respect to percentage of ownership in Common Elements or with respect to apportionment of assessments. The other provisions of this Declaration of Condominium to the contrary notwithstanding, no amendment to this Declaration of Condominium, which shall purport to alter in any way the percentage of ownership in the common elements appurtenant to each condominium unit, or which shall purport to alter in any way the basis for apportionment of assessments, shall be adopted or shall become effective without the written consent, in recordable form, of all of the unit owners within this condominium, and all of their respective mortgagees, and the lienors, first had and obtained, and then same shall not become effective until an instrument evidencing such written consent is recorded among the Public Records of Seminole County, Florida.

ARTICLE X - MAINTENANCE

A. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common elements and limited common elements, except as expressly hereinabove provided in this Declaration. With regard to the structures constituting the condominium units, the responsibility of the Association for maintenance, repair and replacement of same shall be limited to the following:

1. Painting of all exterior walls, as needed in the

judgment of the Board of Directors of the Association.

2. Painting and/or staining of exterior woodwork as needed in the judgment of the Association.
3. Maintenance and replacement of roofs of condominium units, including:
 - a. Cleaning of roof as needed.
 - b. Replacing roofing materials, as required.
 - c. Repairing causes of leaks and damage to common elements arising therefrom.

Should any incidental damage be caused to any condominium unit by virtue of any work done or caused to be done by the Association in connection with such maintenance, repairs and replacements of common elements, the Association, shall, at its expense, repair such incidental damage.

B. The Association shall have the power to enter into contracts with others for a valuable consideration, for the maintenance and management of subject property, including the normal maintenance and management and repair of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit and limited common elements constructed or placed on the limited common element whose designation commences with the letter "Y".

C. Each apartment owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable; and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such an agreement is hereby ratified, confirmed, approved and adopted.

ARTICLE XI - ENFORCEMENT OF MAINTENANCE FOR INDIVIDUAL UNITS

In the event the owner of a unit fails to maintain it as required herein, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of competent jurisdiction to seek compliance with the provisions of this Declaration; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition, and to collect such assessment and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and do the necessary work to enforce compliance with the above provisions.

ARTICLE XII - LIENS AND ASSESSMENTS

A. The Association through its Board of Directors shall have the power to make and collect assessments and shall have a lien on each condominium parcel for any unpaid assessment, and interest thereon, against the unit owner of such condominium parcel, which lien shall be effective as and in the manner provided for by this Declaration and the Condominium Act, and shall have the priorities established by said Act. The lien of the Association for unpaid assessments shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessments or enforcement of such lien, whether or not a legal action is instituted. Nothing herein shall deprive a first mortgagee of his prior lien. Such liens shall be executed and recorded in the Public Records of Seminole County, Florida in the manner provided by law. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interest of the Association.

B. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the statute. The Association may bid at any sale in same and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.

C. Where the mortgagee of a first mortgage of record or other purchaser or a condominium unit obtains title to the condominium parcel as a result of foreclosure of the institutional first mortgage, or where an institutional first mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless a Claim of Lien for such assessment had been filed or recorded prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

D. Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record (or deed in lieu thereof), as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at a judicial sale, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

E. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the Developer or to any unit owner or group of unit owners, or to any third party.

F. Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

G. With the exception of liens which may result from the initial construction of this Condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

H. Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit or unless work was done on account of the unit owners failure to maintain his individual unit as provided for in Article XI, such labor

or materials may not be the basis for the filing of a lien against same. No labor performed or material furnished to the common elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

I. In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment it shall be the duty of the lienor to release the lien of record for such condominium parcel.

J. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expense of the condominium property, including the expense allocable to services being rendered by any management company with which the Association may contract. Unless specifically waived by the Association, the assessments shall include hazard and liability insurance premiums. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance.

K. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, services or recreation facilities, or by abandonment of the unit for which the assessment was made.

L. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate of interest allowable by law.

~~The Board of Directors shall~~ approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, insurance for the common elements, ~~cost of manager's apartment and other reasonable and necessary expenses.~~

N. The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in EXHIBIT "C". The annual assessment shall initially be payable in advance yearly on the 1st day of January, but the Board of Directors has the power to establish other collection procedures in compliance with the Florida Condominium Act. In addition, the Association has the power to levy special assessments against each unit in their respective percentages, if a deficit should develop in the treasury for the payment of common expenses.

O. The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

ARTICLE XIII - DEVELOPERS UNITS AND PRIVILEGES

A. Developer's right to alter and amend. Notwithstanding Article XIX of this Declaration, the Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any Condominium units, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by the amendment of this Declaration with a survey attached, reflecting such authorized alteration of units, and said amendment

need only be executed and acknowledged by the Developer and any holders of institutional mortgages encumbering the said altered units. The survey shall be certified in the manner required by the Condominium Act. If more than one unit is concerned, the Developer shall apportion between the units the shares in the common elements appurtenant to the units concerned, together with apportioning the common expenses and common surplus of the units concerned, and such shares of common elements, common expenses and common surplus, and the voting rights as set forth herein of the units concerned shall be duly noted in the amendment of the Declaration. If Developer subdivides an apartment unit into two or more apartment units, then each apartment unit shall have a vote. The Developer may amend to correct errors and mistakes.

B. Developer's Right to Sell, Lease and Conduct Business.

The provisions of Article XIX of this Declaration shall not be applicable to the Developer who is irrevocably empowered to sell, lease, rent or mortgage condominium units to any purchaser, tenant or mortgagee approved by it. The said Developer shall have the right to transact on the Condominium common elements or on the recreational area any business necessary to consummate sales of units, including but not limited to the right to maintain models, have signs, employees in the offices, use the common elements, to show apartments, and to keep a full time sales staff. The Developer shall also have the right to use portions of the condominium property for parking for prospective purchasers and such other parties as Developer determines. Sales office, signs and all items pertaining to sales shall not be considered common elements, and remain the property of the Developer. If the Developer retains any parcels, it may rent them on any basis notwithstanding anything to the contrary which may be contained in this Declaration of Condominium.

C. Developer's Maintenance.

1. The Developer hereby guarantees that the maintenance for the 1st year shall not exceed the amount stated in the projected budget and if the Developer retains control of the Association during the second year, the maintenance shall not exceed the amount stated in the projected budget during the second year. In connection with this guarantee the developer shall not be responsible for payment of common expenses on the units owned by the developer but shall be responsible to pay any amount of common expenses incurred during the period of this guarantee that is not produced by the assessments at the guaranteed level receivable from other unit owners. At such time as the developer no longer controls the Association, or 2 years from the date of closing of the 1st unit, whichever is sooner, this guarantee shall terminate.

D. No amendment to this Declaration shall change the rights and privileges of the Developer without the express written consent of the Developer.

ARTICLE XIV - INSURANCE

The insurance which shall be carried upon the Condominium property and the property of the unit owners shall be governed by the following provisions:

A. Purchaser's Insurance. The Association shall obtain fire and extended coverage insurance and vandalism and malicious mischief insurance insuring all of the insurable improvements within the condominium, together with such other insurance as the Association deems necessary in and for the interest of the Association, all unit owners and their mortgagees, as their interests may appear, in a company with an "A" rating or better, in an amount which shall be equal to the maximum insurable replacement value as determined annually;

and the premiums for such coverage and other expenses in connection with said insurance shall be assessed against the unit owners as part of the common expenses. The named insured shall be the Association, individually and as agent for the apartment owners, without naming them, and as agent for their mortgagees.

Provisions shall be made for the issuance of mortgagee endorsements and memoranda of insurance to the mortgagees of apartment owners. Such policies shall provide that payments for losses thereunder by the insurer shall be made to the Insurance Trustee hereinafter designated, and all policies and endorsements thereon shall be deposited with the Insurance Trustee. Apartment owners may obtain insurance coverage at their own expense upon their own personal property and for their personal liability and living expense.

Insurance Provisions

1. Casualty - All buildings and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the common elements shall be insured for its value, all as determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

a. Loss or damage by fire and other hazards covered by a standard extended coverage endorsement; and

b. Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief.

2. Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired automobile and non-owned automobile coverages, and with cross liability endorsement to cover liabilities of the apartment owners as a group to an apartment owner.

3. Workmen's compensation policy to meet the requirements by law.

4. Such other insurance as the Board of Directors of the Association shall determine from time to time desirable.

C. Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association as a common expense.

D. Insurance Trustee; share of proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the apartment owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Insurance Trustee, which shall be designated by the Board of Directors and which shall be any bank or trust company in Florida with trust powers. The Insurance Trustee shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies, nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purposes elsewhere stated herein and for the benefit of the apartment owners and their mortgagees in the following shares, but which shares need not be set forth on the records of the Insurance Trustee.

1. Common elements. Proceeds on account of damage to common elements - an undivided share for each

apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.

2. Apartments. Proceeds on account of damage to apartments shall be held in the following undivided shares:
 - a. When the building is to be restored - for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner, which cost shall be determined by the Association.
 - b. When the building is not to be restored - an undivided share for each apartment owner, such share being the same as the undivided share in the common elements appurtenant to his apartment.
3. Mortgages. In the event a mortgage endorsement has been issued as to an apartment, the share of the apartment owner shall be held in trust for the mortgagee and the apartment owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the apartment owner and mortgagee pursuant to the provisions of this Declaration.

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

1. Expense of the Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.
2. Reconstruction or repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagees.
3. Failure to reconstruct or repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittance to apartment owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of an apartment and may be enforced by such mortgagee.
4. Certificate. In making distribution to apartment owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary as to the names of the apartment owner and their respective shares of the distribution.

F. Association as agent. The Association is hereby irrevocably appointed agent for each apartment owner and for each owner of any other interest in the condominium property to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

G. Unit owners' obligations. Each unit owner has the obligation to purchase public liability insurance to protect himself against claims due to accidents within his unit, and shall purchase casualty insurance on the contents within said unit.

ARTICLE XV - RECONSTRUCTION OR REPAIR AFTER CASUALTY

A. Determination to reconstruct or repair. If any part of the condominium property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

1. Common element. If the damaged improvement is a common element, the damaged property shall be reconstructed or repaired, unless it is determined in the manner elsewhere provided that the condominium shall be terminated.
2. Apartment building.
 - a. Lesser damage. If the damaged improvement is a building or buildings containing a group of units, the damaged property shall be reconstructed or repaired unless within 60 days after the casualty, it is determined by agreement in the manner elsewhere provided that the condominium shall be terminated.
 - b. Major damage. If the damaged improvement is to more than one building, and if apartments to which more than 50% of the common elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired and the condominium will be terminated without agreement as elsewhere provided, unless within 60 days after the casualty, the owners of 75% of the common elements agree in writing to such reconstruction repair.
3. Certificate. The Insurance Trustee may rely upon a certification of the Association made by its President and Secretary to determine whether or not the damaged property is to be reconstructed or repaired.

B. Plans and specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original building, portions of which are attached hereto as exhibits; or if not, then according to plans and specifications approved by the Board of Directors of the Association, and if the damaged property is a group of units, by the owners of not less than 75% of the common elements, including the owners of all damaged apartments, which approval shall not be unreasonably withheld.

C. Responsibility. If the damage is only to those parts of one apartment for which the responsibility of maintenance and repair is that of the apartment owner, then the apartment owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

D. Estimate of costs. Immediately after a determination is made to rebuild or repair damage to property for which the Associa-

tion has the responsibility of reconstruction and repair the Association shall obtain reliable and detailed estimates of the costs to rebuild or repair.

E. Assessments. The amount by which an award of insurance proceeds to the Insurance Trustee is reduced on account of a deductible clause in an insurance policy shall be assessed against all apartment owners in proportion to their share in the common elements. If the proceeds of such assessments and of the insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the apartment owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against apartment owners for damage to apartments shall be in proportion to the cost of reconstruction or repair of their respective apartments. Such assessments on account of damage to common elements shall be in proportion to the owner's share in the common elements.

F. Construction Funds. The funds for payment of costs of reconstruction and repair after casualty, which shall consist of proceeds of insurance held by the Insurance Trustee and funds collected by the Association from assessments against apartment owners, shall be disbursed in payment of such costs in the following manner:

1. Association. If the total assessments made by the Association in order to provide funds for payment of costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases, the Association shall hold the sums paid upon such assessments and discharge the same in payment of the costs of reconstruction and repair.
2. Insurance Trustee. The proceeds of insurance collected on account of a casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessment against apartment owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:
 - a. Association - lesser damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than \$5,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Insurance Trustee by a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.
 - b. Association - major damage. If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than \$5,000.00, then the reconstruction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

c. Apartment owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with an apartment owner shall be paid by the Insurance Trustee to the apartment owner, or if there is a mortgage endorsement as to such apartment, then to the apartment owner and the mortgagee jointly, who may use such proceeds as they may be advised.

d. Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated; except, however, that the part of a distribution to a beneficial owner which is not in excess of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

e. Certificate. Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by the apartment owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine whether surplus funds to be distributed are less than the assessments paid by owners. Instead, the Insurance Trustee may rely upon a certificate of the Association, made by its President and Secretary, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the name of the payee and the amount to be paid provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a unit owner; and further provided that when the Association or the mortgagee which is the beneficiary of an insurance policy, the proceeds of which are included in the construction funds, so requires, the approval of an architect named by the Association shall first be obtained by the Association upon disbursements in payment of costs of reconstruction and repair.

ARTICLE XVI - TAXATION

A. The owners of each and every "Condominium Parcel" shall return the same for the purpose of ad valorem taxes with the Tax Assessor of Seminole County, Florida, or such other future legally authorized governmental officer or authority having jurisdiction over the same.

B. For the purpose of ad valorem taxation, the interest of the owner of a "Condominium Parcel" in his "Condominium Unit" and in the "common elements" shall be considered as a unit. The value of said unit shall be equal to the fractional share of undivided shares in common elements of the entire condominium, including land and improvements as has been assigned to said unit in EXHIBIT "C" of this Declaration. The total of all of said fractions equals 100% of the value of all of the land and improvements thereon.

C. The fractions assigned above shall be binding upon all owners for all purposes, including ad valorem taxation, at all times in the future, and may not be amended or changed except as provided for in this Declaration.

ARTICLE XVII - TERMINATION OF CONDOMINIUM

A. If all unit owners and holders of all liens and mortgages affecting any of the condominium parcels execute and duly record an instrument terminating the condominium property, or if "major damage" occurs as defined in the insurance clauses hereof, said property shall be deemed to be subject to termination and thereafter owned in common by the unit owners. The undivided interest in the property owned in common by each unit owner shall then become the percentage of the undivided interest previously owned by such owner in the common elements.

B. If the owners of at least 75% of the common elements elect to terminate, they shall have the option to buy the apartments of the other owners, for a period of sixty (60) days from the date of the meeting wherein the action to terminate was resolved. The purchase price shall be the fair market value of the apartments as determined by arbitration under the rules of the American Arbitration Association. The price shall be paid in cash within thirty (30) days of the determination of same.

ARTICLE XVIII - REMEDIES IN EVENT OF DEFAULT

A. The owner or owners of each condominium unit shall be governed by and shall comply with the provision of this Declaration of Condominium, and the Articles of Incorporation and By-Laws of the Association, and its Rules and Regulations as any of the same are now constituted or as they may be adopted and/or lawfully amended from time to time. A default by the owner or owners of any condominium unit shall entitle the Association or the owner or owners of other condominium unit or condominium units to the following relief:

1. Failure to comply with any of the terms of this Declaration of Condominium or other restrictions and regulations contained in the Articles of Incorporation or By-Laws of the Association, or its Rules and Regulations, shall be grounds for relief which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, and which relief may be sought by the Association or, if appropriate, by an aggrieved owner of a condominium unit; in any proceeding arising because of an alleged default by the owner of any condominium unit, the Association, or unit owner, if successful shall be entitled to recover the costs of the proceedings, and such reasonable attorneys' fees as may be determined by the Court.
2. The failure of the Association or of the owner of a condominium unit to enforce any right, provision, covenant or condition which may be granted by this Declaration of Condominium or other above mentioned documents shall not constitute a waiver of the right of the Association or of the owner of a condominium unit to enforce such right, provision, covenant or condition in the future.
3. All rights, remedies and privileges granted to the Association or the owner or owners of a condominium unit pursuant to any terms, provision, covenants or conditions of this Declaration of Condominium or other above mentioned documents, shall

be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

4. The failure of the Developer to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration of Condominium or other above mentioned document shall not constitute waiver of the right to thereafter enforce such right, provisions, covenant or condition in the future.

B. In the event of substantial damage to, or destruction of all, or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a Court of equity having jurisdiction in and for the County in which this Court lies for equitable relief, which may, but need not necessarily include a termination of the condominium and partition.

ARTICLE XIX - MISCELLANEOUS PROVISIONS & OWNER RESTRICTIONS

A. Occupancy and Use. The unit owner, or owner of a unit, shall occupy and use his condominium parcel as a private dwelling for himself and members of his family and social guests, and for no other purpose.

1. In the event the unit owner is a corporation, the unit shall be occupied and used by those stockholders, officers and directors of the corporation as may have been approved by the Developer or the Management firm, if there is a Management Agreement in effect and thereafter by the Board of Directors of the Condominium Association.
2. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.
3. No clotheslines or similar devices shall be allowed on any portion of the condominium property.
4. The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the buildings except with the prior written consent of the Board of Directors, and further, when approved, subject to the rules and regulations adopted by the Board of Directors.
5. No person shall use the common elements, or any part thereof, or a Condominium Unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.
6. No unit owner shall show signs, advertisements, or notices of any type on the common elements or on his unit or within his unit which said signs, advertisements, or notices are visible from the exterior of the

unit, without the prior written consent of the Association.

B. Alterations & Decorations. There shall be no material structural additions or alterations, to the unit or limited common elements, enclosing of balconies, or substantial additions to the common elements, except as the same are authorized by the Board of Directors, as hereinafter provided. In the event such changes are authorized by the Board of Directors, they must also be ratified by the affirmative vote of a majority of the unit owners. No unit owner shall block, hamper or otherwise interfere with the common elements of the property or the operation thereof.

1. Alterations within a unit may be made with the prior written consent of the Association, and any first mortgagee holding a mortgage on his unit.
2. The unit owner shall make no alterations, decorations, door or color changes, nor repair, replace or change the common elements, limited common elements, or any outside or exterior portion of the building, whether within a unit or part of the limited common elements or common elements without the prior written consent of the Association, and without obtaining any and all necessary governmental permits. Unit owners may use such contractor or sub-contractor as approved by the Board of Directors and said parties shall comply with all Rules and Regulations adopted by the Board of Directors. The unit owner shall be liable for all damages to another unit, the common elements or the Condominium property caused by the unit owners whether said damages are caused by negligence, accident or otherwise.
3. In the event the owner of a unit fails to maintain the said unit and limited common elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have all the rights contained in Article XI and Article XVIII, as well as any other rights granted by statute.
4. The Association shall determine the exterior color schemes of the building, and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affix thereto, without the written consent of the Association.
5. No unit owner may divide, or subdivide his Condominium Unit nor shall any condominium unit, or portion thereof, be added to or incorporated into any other condominium unit.

C. Transfer. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of any unit by any owner, other than the Developer, shall be subject to the following provisions.

1. Should the unit owner wish to sell, lease, or rent his condominium parcel to anyone who is not his spouse, he shall, before making or accepting any offer to sell, purchase, lease or rent his condominium parcel, deliver to the Board of Directors at the office of the Corporation, a written notice of his intent to sell, lease, or

rent, which notice shall contain the terms of the offer he has received, which he wishes to accept, or the terms of the offer he is prepared to make, and the name and address of the prospective purchaser or tenant and the business, occupation or employment of the offeror. The Board of Directors, within fifteen (15) days after receiving such notice, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit, designate that the Corporation, one or more persons who are unit owners, or any other person or persons satisfactory to the Board of Directors is willing to purchase, lease, or rent upon the said terms as those specified in his notice to the Board of Directors. The stated designee of the Board of Directors shall have fifteen (15) days to close from the date of the notice sent by the Board of Directors upon the same terms specified in the unit owner's notice. Failure of the Directors to designate such person or persons who will close within the said second fifteen (15) day period, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto the prospective purchaser or tenant named therein within forty-five (45) days after his notice was given. The Board of Directors shall give to the apartment owner an instrument in recordable form showing the consent of the Board of Directors of the Corporation to the transfer of the ownership in the apartment. The unit owner shall have no right to sell, lease or rent his interest, or any part thereof, except as expressly provided for herein. The owner of said condominium unit shall not lease or sell said condominium unit to any party other than the party designated to the Board of Directors of the Association in the aforescribed and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to the Association, without again giving the Association the right of first refusal to lease or purchase such condominium unit in the manner above provided. The sub-leasing or sub-renting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the unit owner under these covenants shall continue notwithstanding the fact that he may have leased or rented said interest as provided herein. Every purchaser, tenant or lessee shall take, subject to this Declaration and the By-Laws of the Corporation, and the provisions of the Condominium Act. The provisions of Paragraph "C" of this Article shall be operative until the first day of November 2000, and shall be automatically extended for successive periods of twenty-one (21) years unless an amendment to this Declaration, signed by a majority of the then unit owners, has been recorded, amending this Declaration, so as to delete the provisions of Paragraph "C" of this Article. Any attempt to re-sell or rent or lease said unit without prior offer to the Board of Directors shall be deemed a breach of this Declaration, and shall wholly be null and void, and shall confer no title or interest whatsoever upon the intended purchaser.

2. Any owner who wishes to make a gift of his condominium unit ownership or any interest therein to any person or persons other than his spouse, child, grandchild or parent of the owner, shall give to the Association not less than fifteen (15) days written notice of his or her intent to make such gift prior to the contemplated

date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be agreed upon by the parties and if not so agreed upon, as herein-after provided, to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. If, within fifteen (15) days after the expiration of said period, the owner-donor and the Association cannot agree on the fair value of the unit, then a real estate appraiser satisfactory to both the owner and the Association shall be designated to establish the fair market value of the unit. In the event that the owner-donor and the Association cannot agree upon a single real estate appraiser satisfactory to both of them within an additional ten-day period, then each of them shall select a real estate appraiser within 10 days, and the two appraisers shall select a third, and the three appraisers so chosen shall act as a Board of Arbitration. Within 30 days after the appointment of said arbitrator(s), the arbitrator or arbitrators shall determine the market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Association. The Association's option to purchase the condominium unit ownership or interest therein shall expire 30 days after the date of receipt by it of such notice.

3. In the event any condominium unit owner dies leaving a Will devising his condominium unit or any interest therein to any person or persons other than the surviving spouse, child, grandchild or parent of the owner, or dies intestate and at the time of death the heirs at law of the decedent under the laws of intestate succession are other than those mentioned above, the Association shall have an option to purchase (to be exercised in the manner hereinafter set forth) said condominium unit ownership or interest therein either from the devisee or devisees or distributees thereof or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined in the manner set out below.

Within thirty (30) days after the appointment of a personal representative for the estate of a deceased owner, the Association and the personal representative shall agree upon the fair market value of the deceased owner's unit on the date of the death of the deceased owner, if they are able so to do. If the Association and the personal representative are not able to agree on the fair market value, then they shall mutually select a real estate appraiser to act as an arbitrator, to make an appraisal and to establish the fair market value. In the event that the personal representative and the Association are unable to select such a real estate appraiser satisfactory to both of them, then each shall select an appraiser and the two appraisers shall select a third, and the three appraisers so chosen shall determine the fair market value. Within 30 days after the appointment of the arbitrator(s), the arbitrator(s) shall determine, by majority vote, the fair market value of the unit or interest therein and shall thereupon give written notice of such determination to the Association and said devisee or devisees or

distributees, or personal representative, as the case may be. The Association's right to purchase the unit or interest therein at the price determined by the three arbitrators shall expire 80 days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire 90 days after the appointment of a personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or distributees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to the Association by the owners as hereinafter provided, to bid at any sale of the unit or interest therein of any deceased owner which is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his unit or interest therein.

4. Should the interest of a unit owner or Developer become the subject of a bona fide first mortgage in favor of an institutional mortgage lender, as security in good faith, or for value, the holder of such mortgage, upon becoming the owner of such interest through foreclosure, judicial foreclosure sale, or voluntary conveyance in lieu thereof, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said unit, or the lease thereof by such mortgage holder, may be accomplished without the prior approval of the Association, and without any right of first refusal in the Association, notwithstanding any of the provisions of this Declaration of Condominium, but such mortgage holder shall sell or lease and the purchaser or lessee shall take subject to, all of the other provisions of this Declaration of Condominium and the Exhibits attached hereto.

D. Restrictions.

1. No owner of a "Condominium Parcel" may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the "common elements", or by the abandonment of his "Condominium Unit."

2. No unit owner shall attempt to convey his undivided interest in the common elements which are appurtenant to each condominium unit separately from the condominium unit to which it is appurtenant. The undivided interest in the common elements appurtenant to each condominium unit shall be deemed conveyed, devised, encumbered or otherwise included with the condominium unit to which it is appurtenant, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such condominium unit. Any conveyance, mortgage or other instrument which purports to effect the transfer, conveyance, devise or encumbrance, or which purports to grant any right, interest, or lien in, to, or upon a Condominium Unit, shall be null, void and of no effect insofar as the same purports to affect any interest in common elements, unless the same purports to convey, devise, encumber or otherwise treat or deal with the entire condominium unit and its appurtenances. Any

instrument conveying, devising, encumbering or otherwise dealing with the condominium unit which describes said condominium unit by the condominium unit and number assigned thereto in EXHIBIT "B", without limitation or exception, shall be deemed and construed to affect the entire condominium unit and its appurtenant undivided interest in the common elements. Nothing herein contained shall be construed as limiting or preventing ownership of any condominium unit and its appurtenant undivided interest in the common elements by more than one person or entity as tenants in common, joint tenants, or tenants by the entirety.

3. No unit owner shall have an action for partition of the common elements, except as stated in Article XVIII, Paragraph B.
4. No unit owner shall attempt in any manner to divest himself of his interest in the condominium unit and its appurtenances except by conveyance of his total interest in the condominium unit and its appurtenances.
5. No judicial sale of a unit nor any interest therein shall be valid unless:
 - a. The sale is to a purchaser approved by the Association which approval shall be in recordable form, executed by two officers of the Association and delivered to the purchaser; or
 - b. The sale is a result of a public sale with open bidding.
6. Nothing set forth in this Declaration shall be construed as limiting the Developer's rights established in Article XIII.
7. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:
 - a. Promptly pay the assessments levied by the Association.
 - b. Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit (such as electricity and water).
 - c. Be allowed to keep any pets, birds or other animals in his unit and the common elements except as provided by the regulations established by the Association, if any.
 - d. Conform and abide by the By-Laws and uniform rules and regulations promulgated by the Board of Directors of the Association.
 - e. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management company or the Association. Plumbing and electrical repairs within a unit shall be the financial obligation of the owners of the unit and paid for forthwith, whereas the Corporation shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

8. Mortgages

a. No apartment owners may mortgage his apartment or any interest therein without the approval of the Association except to an institutional mortgagee. The approval of any other mortgage may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer or Association from accepting a Purchase Money Mortgage as a part of the purchase price of an apartment nor prevent an apartment owner from accepting a Purchase Money Mortgage from an approved purchaser.

b. Where an institutional first mortgage by some circumstance fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purpose of this Declaration and Exhibits annexed hereto, be deemed to be an institutional mortgage.

ARTICLE XX - RELINQUISHMENT OF CONTROL OF THE ASSOCIATION

A. The Developer covenants that when unit owners other than the Developer own 15% or more of the units that will be operated ultimately by the Association, that the unit owners other than the Developer shall be entitled to elect not less than one-third of the members of the Board of Administration of the Association. The Developer further covenants that the unit owners, other than the Developer, shall elect not less than a majority of the members of the Board of Administration of the Association three (3) years after sales by the Developer have been closed on 50% of the units that will ultimately be operated by the Association, or three (3) months after sales have been closed by the Developer on 90% of the units that will be operated ultimately by the Association, or when all of the units that will be operated ultimately by the Association have been sold and no other units are being offered for sale by the Developer in the ordinary course of business, whichever shall first occur. The Developer shall be entitled to elect not less than one (1) member of the Board of Administration of the Association as long as the Developer holds for sale, in the ordinary course of business, any units in the condominium ultimately to be operated by the Association.

B. Within sixty (60) days after unit owners other than Developers are entitled to elect a member or members of the Board of Administration of the Association, the Association, shall call and give not less than thirty (30) days nor more than forty (40) days notice of a meeting of the unit owners for this purpose. In the event the Association fails to call such meeting and to give notice, any unit owner may do so.

C. If the Developer holds any units for sale in the ordinary course of business, none of the following actions may be taken by the Association without the approval of the Developer in writing.

1. Assessment of the Developer as a unit owner for capital improvements.
2. Any action by the Association that would be detrimental to the sales of units by the Developer; provided, however, that an increase in assessments for common expenses without discriminating against the Developer shall not be deemed to be detrimental to the sales of units.

D. The Developer, at such time as he is required to relinquish control of the Association, or at such time that he does in fact relinquish control of the Association, shall deliver to the Association all property of the unit owners and the Association held by or controlled

by the Developer including but not limited to the following items:

1. Original or certified copy or photocopy of the recorded Declaration, Association Articles of Incorporation, By-Laws, Minute Books, other corporate books and records of the Association, if any, and any house rules and regulations which may have been promulgated.
2. Resignation of officers and members of the Board of Directors who may be required to resign by reason of the Developers relinquishing control.
3. Accountings for Association funds.
4. Association funds or control thereof.
5. All tangible personal property that is represented by the Developer to be a part of the common elements, or that is ostensibly part of the common elements, or that is property of the Association and inventories of these properties.
6. As-built plans and specifications for construction of improvements and equipment, and for construction and installation of all mechanical components servicing the improvements and the site, certified by the Developers or an architect or engineers authorized to practice in the State of Florida that the plans represent the building and other improvements as constructed or remodeled.
7. Insurance policies.
8. Certificates of Occupancy or their equivalent.
9. Other permits issued by governmental bodies within the last year.
10. Warranties of the contractor, sub-contractor, suppliers, and manufacturers that are still effective.
11. Roster of unit owners and their addresses and telephone numbers, if known.
12. Leases.
13. Employment contracts.
14. Service contract.
15. Other contracts.

ARTICLE XXI - TITLES

Articles and Paragraph titles inserted throughout this Declaration are intended only as a matter of convenience and for reference and in no way define, limit, or in any way affect this Declaration, or define, limit or in any way affect the content of the Articles and Paragraphs.

ARTICLE XXII - LIBERAL CONSTRUCTION

The provisions of this Declaration of Condominium shall be liberally construed to effectuate its purpose of creating a uniform plan of Condominium ownership. It is the intention of the Developers that this Declaration of Condominium and the provisions hereof, as well as the provisions of all Exhibits hereto, shall comply with the Florida Condominium Act, Chapter 718, as amended, and if there be any direct conflict between the provisions of this Declaration or any of the Exhibits hereto and the said Condominium Act, then the provisions of the Condominium Act shall govern, and if there shall ever be a question

as to the interpretation of any of the provisions of this Declaration or the Exhibits hereto, same shall be interpreted in accordance with the intent of the Developer in such manner that any such questions would conform to the Condominium Act, and against any interpretation which would not be in conformance with the said Condominium Act.

ARTICLE XXIII - SEVERABILITY

If any provision of this Declaration, or of the By-Laws attached thereto, or the Condominium Act, is held invalid, the validity of the remainder of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, shall not be affected thereby.

ARTICLE XXIV - NOTICES

Whenever notices are required to be sent hereunder, the same shall be sent to the unit owner, by Certified Mail, at their place of residence in the Condominium building, unless the unit owner has, by written notice duly receipted for, specified a different address, and to the Association by certified mail in care of Rizzo & Koltun, P.A., 10689 S.W. 88th Street, Suite 314, Miami, Florida, 33176, and to the Developers in care of Rizzo & Koltun, P.A., 10689 S.W. 88th Street, Suite 314, Miami, Florida, 33176. All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him, or it, by written notice, in accordance with the terms and provisions of this Article.

ARTICLE XXI - FORM OF DEED

There is attached hereto and made a part hereof and designated Exhibit "G" the form of Warranty Deed which will be used to convey title to the individual condominium units in this Condominium.

ARTICLE XXVI - ATTORNEY FEES

In the event anyone violates the provisions of this Declaration, or the Articles of Incorporation of the Association, the By-Laws of the Association, or the Rules and Regulations, and an affected party is required to obtain the services of an attorney, then the violator shall be responsible for the reasonable attorney fees of the affected party whether suit be brought or not, including any attorney fees incurred in connection with an appeal.

IN WITNESS WHEREOF, HATTAWAY RIDGE ASSOCIATES, a Florida Partnership has hereunto set its hand and seal this _____ day of _____ 1980.

Signed, Sealed and Delivered
in the presence of:

HATTAWAY RIDGE ASSOCIATES
By: HATHAWAY RIDGE DEVELOPERS, INC.
a Florida Corporation, a Partner

By: _____
President

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared _____ well known to me to be the President of the corporation named above and he acknowledged executing the foregoing freely and voluntarily under the authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____, 1980.

NOTARY PUBLIC

My Commission Expires:

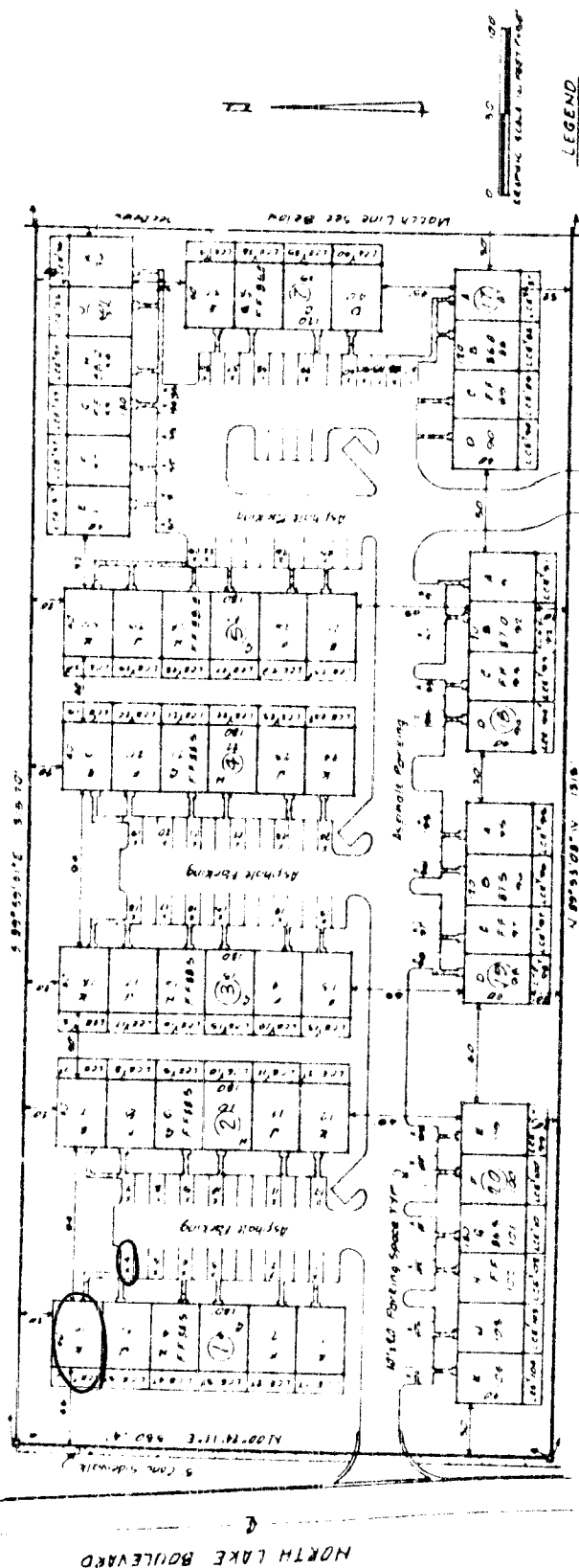
That portion of the N.E. $\frac{1}{4}$ Section 23, T 21 S, R 29 E, in the County of Seminole, State of Florida, being more particularly defined as follows: Commencing at the South $\frac{1}{4}$ corner of the NE. $\frac{1}{4}$ of said Section 23; thence N $00^{\circ}22'05''$ E along the West line of the East $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of said Section 23, for a distance of 1667.88 feet to the Point of Beginning; thence continue N $00^{\circ}22'05''$ E along the West line of the East $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of said Section 23, for a distance of 333.03 feet to the East $\frac{1}{2}$ corner of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Section 23; thence S $89^{\circ}58'16''$ W along the North line of the South $\frac{1}{4}$ of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Section 23, for a distance of 1315.35 feet to the W $\frac{1}{2}$ corner of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Section 23; thence S $0^{\circ}13'28''$ West along the West Line of the N.E. $\frac{1}{4}$ of said Section 23; for a distance of 329.74 feet; thence S $89^{\circ}53'08''$ E along a line parallel with and 1667.88 feet North of the South line of the N.E. $\frac{1}{4}$ of said Section 23; for a distance of 1314.99 feet to the Point of Beginning;

TOGETHER WITH, the right to use, with others from time to time entitled thereto, for the purposes for which roadways are now or may hereafter customarily be used in the City of Altamonte Springs, County of Seminole, State of Florida, and for no other purpose or purposes, that portion of the N.E. $\frac{1}{4}$ of Section 23, T 21 S, R 29 E, in the County of Seminole, State of Florida, being more particularly described as follows: That portion of the N. E. $\frac{1}{4}$ of Section 23, Township 21 South, Range 29 East in the County of Seminole, State of Florida, being more particularly described as follows: Commencing at the South $\frac{1}{4}$ corner of the N.E. $\frac{1}{4}$ of said Section 23; thence N $00^{\circ}22'05''$ E along the West line of the East $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ of said Section 23, for a distance of 333.03 feet to the POINT OF BEGINNING; thence continuing N $00^{\circ}22'05''$ E along the West line of the East $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ of said Section 23, for a distance of 1334.85 feet; thence turning and running N $89^{\circ}53'08''$ W along a line that is parallel with and 1667.88 feet North of the South line of the N.E. $\frac{1}{4}$ of said Section 23, for a distance of 60.00 feet; thence turning and running S $00^{\circ}22'05''$ W along a line that is 60.00 feet West of the West line of the East $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ of said Section 23, for a distance of 1334.85 feet; thence turning and running S $89^{\circ}53'08''$ E along a line that is parallel with and 333.03 feet North of the South line of the N. E. $\frac{1}{4}$ of said Section 23, for a distance of 60.00 feet to the POINT OF BEGINNING.

AND PAGE

SHEET 1 OF 2

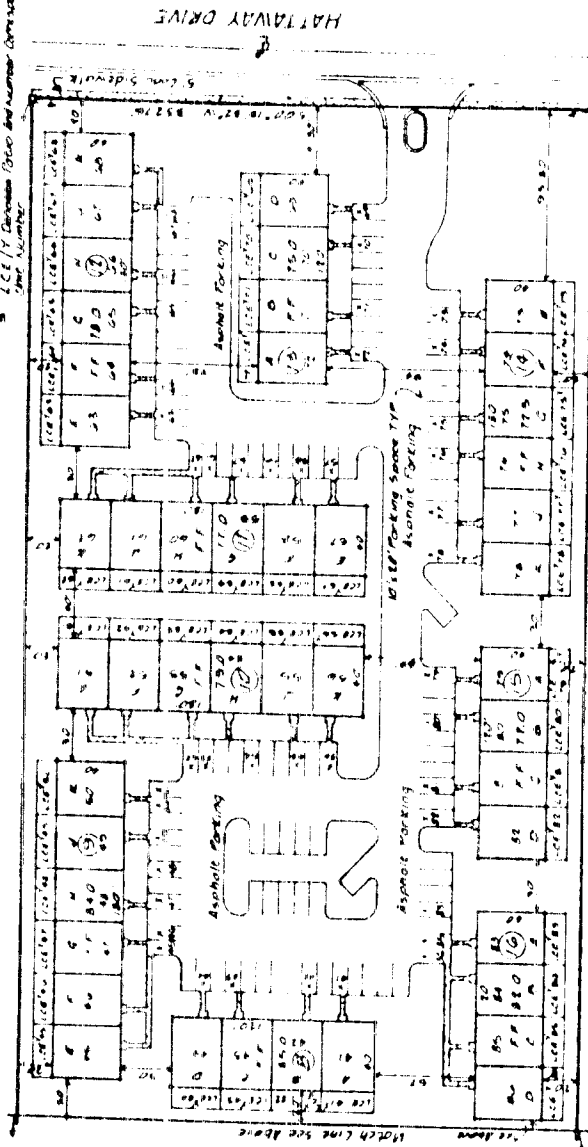
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LEGAL DELEGATION

The Willam Del Sol North, as recorded in Plat Book 18, Page 20, Public Records of Duval County Florida, more particularly described as follows: "Beginning at the corner of Lot 1, said Willam Del Sol North at the Northwest corner of the same; thence N. 67° 15' E., along the West line of the base 1/4 corner of the Northwest 1/4 of the Northeast 1/4 of Section 29, Township 11 South, Range 2 East, from S. 37° 15' W., along the North line of said Willam Del Sol North, a distance of 315.70 feet to the best right-of-way right-angle survey line; thence S. 60° 19' 30" W., along said right-angle survey line, a distance of 532.75 feet; thence S. 60° 19' 30" W., along the West line of said Willam Del Sol North, a distance of 315.02 feet to the best right-of-way line of said lands surveyed; thence S. 60° 19' 30" W., along said right-of-way line a distance of 390.35 feet to the best right-of-way line of said lands surveyed; thence S. 60° 19' 30" W., along said right-of-way line a distance of 100.00 feet to the

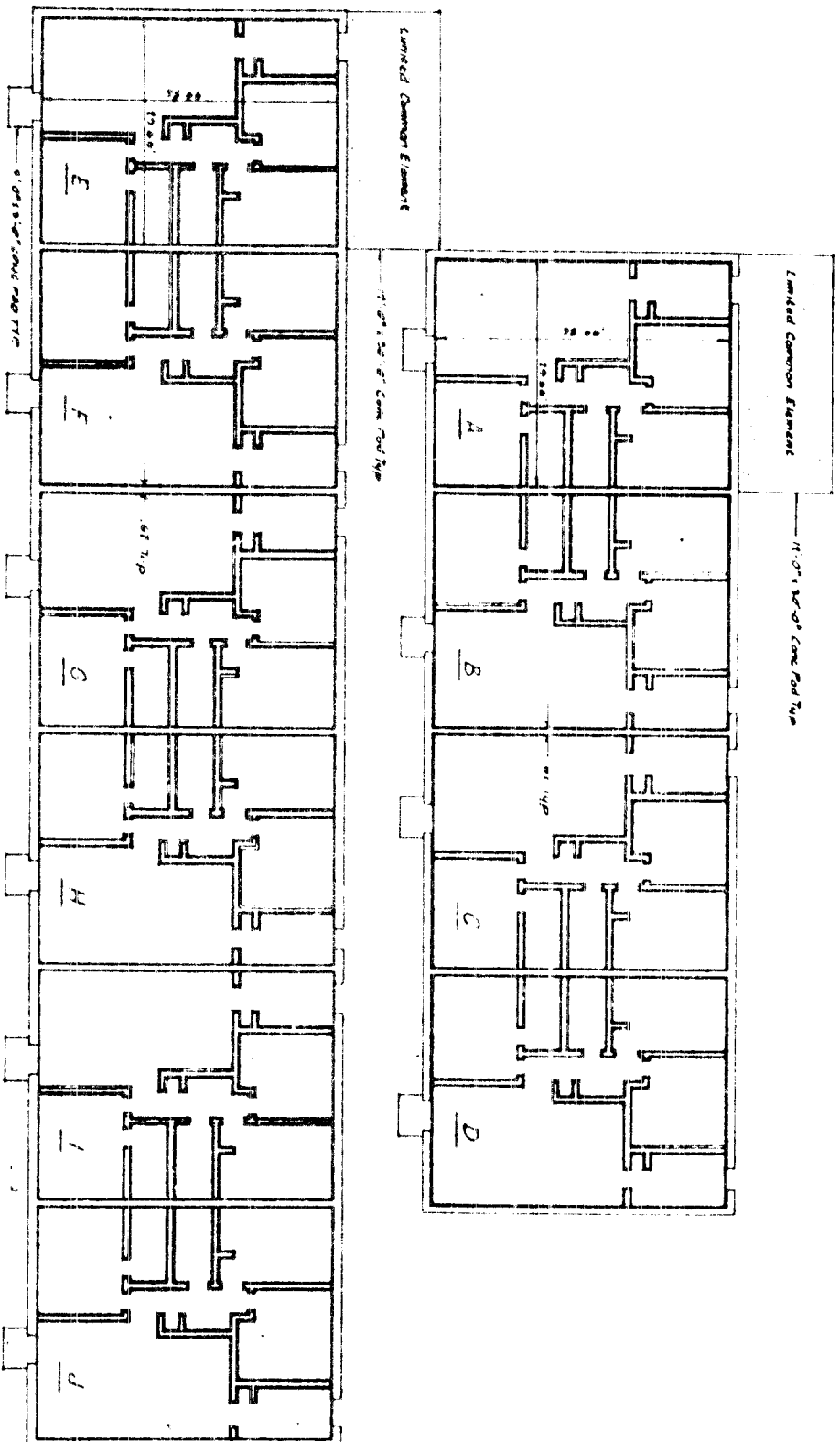
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2. How are we to deal with the

HATTAWAY RIDGE

CONDOMINIUM FLOOR PLAN
SHEET 2 OF 2

A CONDOMINIUM, FLOOR PLAN



0 10 20
Feet
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1. ALL DIMENSIONS ARE IN FEET AND INCHES.
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PROPORTION OF OWNERSHIP OF COMMON ELEMENTS APPURTENANT
TO EACH UNIT AND PROPORTION OF SHARING COMMON
EXPENSES AND COMMON SURPLUS

Each unit owner shall own a one-one hundred and fourth (1/104) undivided share in the common elements appurtenant to each condominium unit, and shall share common expenses and own common surplus in proportion to its ownership of an undivided interest in the common elements. There are 104 units in this condominium; and, therefore, the total ownership in the undivided share of the common elements and the manner of sharing of common expenses and owning common surplus equals 100%.

ARTICLES OF INCORPORATION
OF

HATTAWAY RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

A NON-PROFIT CORPORATION

FILED
FEB 13 8 34 AM 1990
STATE OF FLORIDA
TALLAHASSEE

The undersigned, for the purpose of forming a non-profit corporation in accordance with the laws of the State of Florida, acknowledges and files these Articles of Incorporation in the office of the Secretary of State of Florida.

ARTICLE I

The name of this corporation shall be HATTAWAY RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC. For convenience, the corporation shall herein be referred to as the "Association".

ARTICLE II

The location of its initial registered office in the State of Florida is 10689 S.W. 88th Street, Suite 314, Miami, Florida 33176, but it shall have the power to establish and maintain a branch office at such cities and towns in the State of Florida and the United States or foreign countries as said corporation may from time to time determine. The name of its initial registered agent at said address is Guy T. Rizzo.

ARTICLE III

PURPOSES AND POWERS

The purposes for which this corporation is formed and the powers of this corporation are as follows:

- A. To establish and collect assessments from the unit owners and members for the purpose of operating, maintaining, repairing, improving, reconstructing and administering the common areas, and to perform the acts and duties of a condominium association and to manage the common areas of the condominium project described in Exhibit A attached hereto.
- B. To carry out the duties and obligations of the Association as set forth in the Declaration of Condominium and the Condominium Plan.

- C. To establish by-laws for the operation of the condominium property; to provide for the form of administration of the Association and rules and regulations for governing same; and to enforce the provisions of the Condominium Act, the Condominium Declaration, these Articles, and the by-laws of the Association and the rules and regulations of the Association.
- D. To contract for the management of the Condominium and to delegate to any party with whom such contract may be entered the powers and duties of the Association except those which require specific approval of the Board of Directors or members.
- E. To lease recreation facilities and common elements.
- F. To have all of the common law and statutory corporate powers permitted under Florida Law not in conflict with these Articles, including, the capacity to contract, bring suit and be sued, and those provided by the "Condominium Act of the State of Florida and the Condominium Declaration of Pattaway Ridge Condominium. No part of the income of this corporation shall be distributed to the members, directors and officers of the corporation.

ARTICLE IV

MEMBERS

Section 1. All unit owners of a condominium parcel in Pattaway Ridge Condominium, shall automatically be members and their memberships shall automatically terminate when they are no longer owners of a unit. If a member should sell his unit (apartment) under the provisions of the Declaration, the grantee from such member will automatically acquire membership in the Association. Membership certificates are not required and will not be issued.

Section 2. The owners of all condominium units (apartments) shall have one vote in all meetings, elections or deliberations of the Association. A corporation or individual with an interest in more than one unit may designate the voting member for each unit in which it or he owns an interest.

Section 3. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenant to his apartment.

ARTICLE V

EXISTENCE

The corporation shall have perpetual existence.

ARTICLE VI

SUBSCRIBERS

The names and addresses of the subscribers are as follows:

Guy T. Rizzo	Dennis A. Koitun	Stewart G. Greenberg
10323 SW 115 St.	12825 S.W. 103 Ct.	11008 S.W. 123 Ave.
Miami, Florida	Miami, Florida	Miami, Florida

ARTICLE VII

DIRECTORS

Section 1. The affairs and property of this corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than nine (9) persons. The first Board of Directors shall have three (3) members, and in the future, the number will be determined from time to time in accordance with the provisions of the By-Laws of the corporation.

Section 2. Directors shall be elected by the voting members in accordance with the By-Laws at the regular annual meeting of the membership of the corporation, in the manner set out by the By-Laws. Directors shall be elected to serve for a term of one year. In the event of a vacancy, the elected directors may appoint an additional director to serve the balance.

The first election of Directors shall be held on the first day of the month following the month in which unit owners, other than the Developer, are entitled to elect not less than a majority of the Directors of the Association as hereinafter set forth. The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors.

At such time as unit owners other than the Developer own fifteen (15%) percent or more of the condominium units

that will be operated by the Condominium Association, the unit owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors of the Association. Unit owners other than the Developer shall be entitled to elect not less than a majority of the members of Board of Directors upon the earliest occurrence of any of the following:

- A. Three (3) years after sales by the Developer have been closed on fifty (50%) percent of the condominium units that will be operated by the Association; or,
- B. Three (3) months after sales have been closed by the Developer on ninety (90%) percent of the units that will be operated by the Association; or,
- C. When all of the units that will be operated by the Association have been completed and some of them have been sold and none of the others are being offered for sale by the Developer in the ordinary course of business.

Section 3. All officers shall be elected by the Board of Directors in accordance with the By-Laws at the regular annual meeting of the Board of Directors as established by the By-Laws, to be held immediately following the annual meeting of the membership. The Board of Directors shall elect from among the members a President, Secretary, Treasurer and other such officers as it shall deem advisable, consistent with the corporate By-Laws. The President shall be elected from among the membership of the Board of Directors, and no other officer need be a Director.

ARTICLE VIII

OFFICERS

Subject to the direction of the Board, the affairs of the Association shall be administered by the officers designated in the By-Laws, who shall serve at the pleasure of said

Board of Directors. The names and addresses of the officers who shall serve until the first election following the first annual meeting of the Board of Directors are as follows:

S.A. Rizzo - President
27301 South Federal Highway
Naranja, Florida 33032

W. George Kennedy Vice President
27301 South Federal Highway
Naranja, Florida 33032

Guy T. Rizzo - Secretary/Treasurer
10689 S.W. 88th Street
Suite 314
Miami, Florida 33176

ARTICLE IX

FIRST BOARD OF DIRECTORS

The following persons shall constitute the first Board of Directors, and shall hold office and serve until their successors are elected at the first regular annual meeting of the members, subject to the provisions for continued directional service as contained in ARTICLE VII:

S.A. Rizzo	27301 South Federal Highway Naranja, Florida 33032
W. George Kennedy	27301 South Federal Highway Naranja, Florida 33032
Guy T. Rizzo	10689 S.W. 88th Street Suite 314 Miami, Florida 33176

ARTICLE X

BY-LAWS

The By-Laws of this corporation shall be adopted by the first Board of Directors and attached to the Condominium Declaration to be filed in the Public Records of Seminole County, Florida, which By-Laws may be altered, amended or rescinded at any time in the manner provided by the By-Laws.

ARTICLE XI

AMENDMENTS

Section 1. Proposals for the alteration, amendment or rescission of these Articles of Incorporation which do

not conflict with the Condominium Act or Declaration of Condominium may be made by a majority of the Board of Directors or a majority of the voting members. Such proposals shall set forth the proposed alteration, amendment or rescission, shall be in writing, filed by the Board of Directors or a majority of members, and delivered to the President, who shall thereupon call a Special Meeting of the corporation not less than (10) days nor later than sixty (60) days from receipt of the proposed amendment, the notice for which shall be given in the manner provided in the By-Laws. At the meeting in which a quorum as set forth in the By-Laws is present, an affirmative vote of seventy-five (75%) percent of the Board of Directors and an affirmative vote of fifty-one (51%) percent of qualified votes of members of the corporation present at said meeting shall be required for the requested alteration, amendment or rescission.

Section 2. Any voting member may waive any or all of the requirements of this Article as to notice by the Secretary of proposals to the President for alteration, amendment or rescission of these Articles, either before or after a membership meeting at which a vote is taken to amend, alter or rescind these Articles in whole or in part.

ARTICLE VII

INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceedings in any settlement thereof, to which he may be or may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer or he is a director or officer at the time such expense are incurred, except in such cases wherein the director or officer is adjudged

guilty of willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification hereon shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Miami, Dade County, Florida, this 16 day of January, 1980.

Signed, Sealed and Delivered in the presence of:

[Signature]
GUY T. RIZZO
[Signature]
DENNIS A. KOSTUN
[Signature]
STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME the undersigned authority, personally appeared GUY T. RIZZO, who after first being duly sworn, deposes and says that he is the person described in and who executed the foregoing ARTICLES OF INCORPORATION and that he executed the said ARTICLES OF INCORPORATION for the uses and purposes therein mentioned and contained.

SWORN TO and subscribed before me this 16 day of January, 1980, in the county and state aforesaid.

[Signature]
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Jan. 11, 1981
Florida Notary Publics Exp. & Comm. Unit

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME the undersigned authority, personally appeared DENNIS A. KOSTUN who after first being duly sworn, deposes and says that he is the person described in and who executed the foregoing ARTICLES OF INCORPORATION and that he executed the said ARTICLES OF INCORPORATION for the uses and purposes therein mentioned and contained.

SWORN TO and subscribed before me this 16 day of January, 1980.

February, 1980, in the County and state aforesaid.

John M. Casey
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

Notary Public, State of Florida at Large.
My Commission Expires: My Commission Expires Jan. 11, 1982
Bonder by American Life & Casualty Company

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME the undersigned authority, personally appeared STEWART GREENBERG who after first being duly sworn, deposes and says that he is the person described in and who executed the foregoing ARTICLES OF INCORPORATION and that he executed the said ARTICLES OF INCORPORATION for the uses and purposes therein mentioned and contained.

February SWORN TO and subscribed before me this 4 day of February, 1980, in the county and state aforesaid.

John M. Casey
NOTARY PUBLIC
STATE OF FLORIDA AT LARGE

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Jan. 11, 1982
Bonder by American Life & Casualty Company

the land contained in VILLAS DEL SOL NORTH including all reservations contained in the plat as recorded in Plat Book 18, Page 20 of the Public Records of Seminole County, Florida, more particularly described as: That portion of the N.E. $\frac{1}{4}$ Section 23, T 21 S, R 29 E, in the County of Seminole, State of Florida, being more particularly defined as follows: Commencing at the South $\frac{1}{2}$ corner of the NE. $\frac{1}{4}$ of said Section 23; thence N $00^{\circ}22'05''$ E along the West line of the East $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of said Section 23, for a distance of 1667.88 feet to the Point of Beginning; thence continue N $00^{\circ}22'05''$ E along the West line of the East $\frac{1}{2}$ of the N.E. $\frac{1}{4}$ of said Section 23, for a distance of 333.03 feet to the East $\frac{1}{2}$ corner of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Section 23; thence S $89^{\circ}58'16''$ W along the North line of the South $\frac{1}{2}$ of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Section 23, for a distance of 1315.35 feet to the W $\frac{1}{2}$ corner of the N.W. $\frac{1}{4}$ of the N.E. $\frac{1}{4}$ of said Section 23; thence S $0^{\circ}18'28''$ West along the West Line of the N.E. $\frac{1}{4}$ of said Section 23, for a distance of 329.74 feet; thence S $89^{\circ}53'08''$ E along a line parallel with and 1667.88 feet North of the South line of the N.E. $\frac{1}{4}$ of said Section 23; for a distance of 1314.99 feet to the Point of Beginning;

TOGETHER WITH, the right to use, with others from time to time entitled thereto, for the purposes for which roadways are now or may hereafter customarily be used in the City of Altamonte Springs, County of Seminole, State of Florida, and for no other purpose or purposes, that portion of the N.E. $\frac{1}{4}$ of Section 23, T 21 S, R 29 E, in the County of Seminole, State of Florida, being more particularly described as follows:

That portion of the N. E. $\frac{1}{4}$ of Section 23, Township 21 South, Range 29 East in the County of Seminole, State of Florida, being more particularly described as follows: Commencing at the South $\frac{1}{2}$ corner of the N.E. $\frac{1}{4}$ of said Section 23; thence N $00^{\circ}22'05''$ E along the West line of the East $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ of said Section 23, for a distance of 333.03 feet to the POINT OF BEGINNING; thence continuing N $00^{\circ}22'05''$ E along the West line of the East $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ of said Section 23, for a distance of 1334.85 feet; thence turning and running N $89^{\circ}53'08''$ W along a line that is parallel with and 1667.88 feet North of the South line of the N.E. $\frac{1}{4}$ of said Section 23, for a distance of 60.00 feet; thence turning and running S $00^{\circ}22'05''$ W along a line that is 60.00 feet West of the West line of the East $\frac{1}{2}$ of the N. E. $\frac{1}{4}$ of said Section 23, for a distance of 1334.85 feet; thence turning and running S $89^{\circ}53'08''$ E along a line that is parallel with and 333.03 feet North of the South line of the N. E. $\frac{1}{4}$ of said Section 23, for a distance of 60.00 feet to the POINT OF BEGINNING.

State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of HATTAWAY RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC., a corporation not for profit organized under the Laws of the State of Florida, filed on February 19, 1980, as shown by the records of this office.

The charter number for this corporation is 750198.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
21st day of February, 1980.



CER 101 Rev. 5-79

EXHIBIT

D

10

George Firestone
Secretary of State

BY-LAWS OF
HATTAWAY RIDGE CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

ARTICLE I

GENERAL

Section 1. The Name:

The name of the corporation shall be the Hattaway Ridge Condominium Homeowners Association, Inc.

Section 2. The Principal Office:

The principal office of the corporation shall be 10689 S.W. 88th Street, Suite 314, Miami, Florida, or at such other place as may be subsequently designated by the Board of Directors. All books and records of the corporation shall be kept thereat.

Section 3. Definition:

As used herein, the term "corporation" shall be the equivalent of "association" as defined in the Condominium Declaration, and the words "property", "unit owner" and "condominium" are defined as set forth in the Condominium Declaration to which these By-Laws are attached.

ARTICLE II

DIRECTORS

Section 1. Number and Term:

The number of directors which shall constitute the whole board shall not be less than three (3) nor more than nine (9). Until succeeded by directors elected at the first annual meeting of members, directors need not be members; thereafter, all directors shall be members. Within the limits above specified, the number of directors shall be determined by the members at the annual meeting. The directors shall be elected to serve for the term of one (1) year, or until his successor shall be elected and shall qualify. The first Board of Directors shall have three (3) members. The term of the original directors shall be as set forth in the Declaration of Condominium which provides for termination of control of the association.

Section 2. Vacancy and Replacement:

If the office of any director or directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, a majority of the remaining directors, though less than a quorum, at a ~~special meeting~~ of directors duly called for this purpose, shall choose a successor or successors, who shall hold office for the unexpired term in respect to which such vacancy occurred.

Section 3. Removal:

Subject to the rights of the developer, directors may be recalled and removed from office with or without cause by the vote or agreement in writing by a majority of all unit owners.

Section 4. First Board of Directors:

The first Board of Directors shall consist of S. A. RIZZO, W. GEORGE KENNEDY, and GUY T. RIZZO, who shall hold office and exercise all powers of the Board of Directors until the first membership meeting, anything herein to the contrary notwithstanding; provided, however, that any or all of said directors shall be subject to replacement in the event of resignation or death as above provided.

Section 5. Powers:

The property and business of the corporation shall be managed by the Board of Directors, which may exercise all corporate powers not specifically prohibited by statute, the Certificate of Incorporation or the Declaration to which these By-Laws are attached. The Powers of the Board of Directors shall specifically include, but not be limited to, the following:

A. To make and collect regular and special assessments and establish the time within which payment of same are due.

B. To use and expend the assessments collected to maintain, care for and preserve the units and condominium property, except those portions thereof which are required to be maintained, cared for and preserved by the unit owners.

C. To purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above.

D. To enter into and upon the units when necessary and at as little inconvenience to the owner as possible in connection with such maintenance, care and preservation.

E. To insure and keep insured said condominium property in the manner set forth in the Declaration, against loss from fire and/or other casualty, and the unit owners against public liability, and to purchase such other insurance as the Board of Directors may deem advisable.

F. To collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the unit owners for violations of these By-Laws and the terms and conditions of the Declaration.

G. To employ and compensate such personnel as may be required for the maintenance and preservation of the property.

H. To make reasonable rules and regulations for the occupancy of the condominium parcels.

I. To acquire and/or rent and and/or lease a condominium parcel in the name of the corporation or a designee.

J. To contract for management of the condominium and to delegate to such other party all powers and duties of the Association except those specifically required by the Condominium documents to have specific approval of the Board of Directors or membership.

K. To carry out the obligations of the Association under any restrictions and/or covenants running with any land submitted to the Condominium ownership of this Association or its members.

Section 6. Compensation:

Neither directors nor officers shall receive compensation of their services as such.

Section 7. Meetings:

A. The first meeting of each board newly elected by the members shall be held immediately upon adjournment of the meeting at which they were elected, provided a quorum shall then be present, or as soon thereafter as may be practicable. The annual meeting of the Board of Directors shall be held at the same place as the general members' meeting, and immediately after the adjournment of same.

B. Special meetings shall be held whenever called by the direction of the President or a majority of the Board. The Secretary shall give notice of each special meeting either personally, by mail or telegram, at least ten days before the meeting, and the Directors may waive notice of the calling of the meeting.

C. Meetings of the Board of Administration shall be open to all unit owners and notices of meetings shall be posted conspicuously forty-eight (48) hours in advance for the attention of unit owners, except in an emergency.

D. A majority of the Board shall be necessary and sufficient at all meetings to constitute a quorum for the transaction of business, and the act of a majority present for the transaction of business, and the act of a majority present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at the meeting, the Directors then present may adjourn the meeting until a quorum shall be present.

E. Minutes of all meetings of the Board of Administration shall be kept in a business-like manner and be available for inspection by unit owners and Board members at all reasonable times.

Section 8. Order of Business:

The order of business at all meetings of the Board shall be as follows:

- A. Roll Call
- B. Reading of Minutes of last Meeting
- C. Consideration of communication
- D. Resignation and elections
- E. Reports of officers and employees
- F. Reports of committees
- G. Unfinished business
- H. Original resolutions and new business
- I. Adjournment

Section 9. Annual Statement:

The Board shall present, no less often than at the annual meeting, a full and clear statement of the business and condition of the corporation, including a report of the operating expenses of the corporation and the assessments paid by each member.

ARTICLE III

OFFICERS

Section 1. Executive Officers:

The executive officers of the corporation shall be a

President, Treasurer and Secretary, all of whom shall be elected annually by said Board. Any two (2) of said officers may be united in one person, except that the President shall not also be the Secretary or an Assistant Secretary of the corporation. The President shall be a director. If the Board so determines, there may be more than one Vice-President.

Section 2. ~~Subordinate Officers:~~

The Board of Directors may appoint such other officer and agents as they may deem necessary, who shall hold office during the pleasure of the Board of Directors and have such authority and perform such duties as from time to time may be prescribed by said Board.

Section 3. Tenure of Officers; Removal:

All officers and agents shall be subject to removal, with or without cause, at any time by action of the Board of Directors, which may delegate such powers to any officer.

Section 4. The President:

A. If present, the President shall be Chairman of and shall preside at all meetings of the members and directors; he shall have general and active management of the business of the corporation except that which is delegated; shall see that all orders and resolutions of the Board are carried into effect; and shall execute Bonds, Mortgages and other contracts requiring a seal of the corporation. The seal, when affixed, shall be attested by the signature of the Secretary.

B. He shall have general superintendence and direction of all the other officers of the corporation, and shall see that their duties are performed properly.

C. He shall submit a report of the operations of the corporation for the fiscal year to the Directors (whenever called for by them) and to the members at the annual meeting, and from time to time, shall report to the Board all matters within his knowledge which the best interests of the corporation may require be brought to their notice.

D. He shall be an ex officio member of all committees, and shall have the general powers and duties of supervision and management usually vested in the office of the President of a corporation.

Section 5. The Secretary:

A. ~~The Secretary shall keep the minutes of meetings of the members and of the Board of Directors in one or more books provided for that purpose;~~

B. ~~He shall see that all notices are duly given in accordance with the provisions of these By-Laws or as required by law;~~

C. ~~He shall be custodian of the corporate records and of the seal of the corporation and shall see that the seal of the corporation is affixed to all documents, the execution of which on behalf of the corporation under its seal is duly authorized in accordance with the provisions of these By-Laws.~~

D. ~~He shall keep a register of the Post Office address of each member, which shall be furnished to the Secretary by such member;~~

E. In general, he shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 6. The Treasurer:

A. The Treasurer shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation, and shall deposit all monies and other valuable effects in the name and to the credit of the corporation, in such depositories as may be designated by the Board of Directors.

B. He shall disburse the funds of the corporation as ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of his transactions as Treasurer and of the financial condition of the corporation;

C. He may be required to give the corporation a bond in a sum and with one or more sureties satisfactory to the Board, for the faithful performance of the duties of his office, and the restoration to the corporation, in case of his death, resignation or removal from office, of all books, papers, vouchers, money or other property of whatever kind in his possession belonging to the corporation.

Section 7. Vacancies:

If the office of any Directors, or of the President, Vice-President, secretary or Treasurer, one or more, becomes vacant by reason of death, resignation, disqualification or otherwise, the remaining Directors, by a majority vote of the whole Board of Directors provided for in these By-Laws, may choose a successor or successors who shall hold office for the unexpired term. If the number of Directors falls below the minimum provided for in these By-Laws, a special members' meeting shall be called for the purpose of filling such vacancies in the Board of Directors.

Section 8. Resignations:

Any director or other officer may resign his office at any time in writing, which shall take effect from the time of its receipt by the Corporation, unless some other time be fixed in the resignation, and then from that date. The acceptance of a resignation shall not be required to make it effective.

ARTICLE V

MEMBERSHIP

Section 1. Definition:

Each parcel (apartment) owner shall be a member of the Corporation, and membership in the Corporation shall be limited to owners of condominium parcels.

Section 2. Transfer of Membership and Ownership:

Membership in the Corporation may be transferred only as an incident to the transfer of the transferor's condominium parcel, and his undivided interest in the common elements of the condominium, and such transfer shall be subject to the procedures set forth in the Declaration.

ARTICLE VI

MEETINGS OF MEMBERSHIP

Section 1. Place:

All meetings of the corporate membership shall be held at the office of the Corporation or such other place as may be stated in the notice.

Section 2. Annual Meeting:

A. The first annual meeting shall occur on the first day of the month following the month in which unit owners, other than the developer, are entitled to elect not less than one-third (1/3) of the members of the Board of Administration as provided for in Article II, Section 4 of these By-Laws.

B. Regular annual meetings, subsequent to the first annual meeting shall be held during the month of January.

C. All annual meetings shall be held at such hour and on such day as the Board of Administration may determine.

D. At the annual meeting, the members, by a plurality vote (cumulative voting prohibited) shall elect a Board of Directors and transact such other business as may properly come before the meeting.

E. Written notice of the annual meeting shall be served upon or mailed to each member entitled to vote thereafter at such address as appears on the books of the corporation, at least fourteen (14) days prior to the meeting, and notice of said meeting shall be posted conspicuously fourteen (14) days in advance.

F. Minutes of all meetings of unit owners shall be kept in a business-like manner and available for inspection by unit owners and Board Members at all reasonable times.

Section 3. Membership List:

At least ten (10) days before every election of directors, a complete list of members entitled to vote at said election, with residence of each, shall be prepared by the Secretary. Such list shall be produced and kept for said ten (10) days and throughout the election at the office of the corporation, and shall be open to examination by any member throughout such time.

Section 4. Special Meetings:

A. Special Meetings of the members, for any purpose or purposes, unless otherwise prescribed by statute or by the Certificate of Incorporation, may be called by the President, and shall be called by the President or Secretary at the request, in writing, of ten (10%) percent of the members. Such request shall state the purpose or purposes of the proposed meeting.

B. Written notice of a Special Meeting of members, stating the time, place and object thereof, shall be served upon or mailed to each member entitled to vote thereat, at such address as appears on the books of the corporation, at least five (5) days before such meeting.

C. Business transacted at all special meetings shall be confined to the objects stated in the notice thereof.

Section 5. Quorum:

Ten percent (10%) of the total number of members of the corporation, present in person or represented by written proxy shall be requisite to and shall constitute a quorum at all meetings of the members for the transaction of business, except as otherwise provided by statute, by the Certificate of Incorporation or by these By-Laws. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or represented by written proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting originally called.

Section 6. Vote Required to Transact Business:

When a quorum is present at any meeting, a majority of the votes cast, in person or represented by written proxy, shall decide any question brought before the meeting, unless the question is one upon which, by express provision of the statutes, or the Declaration of Condominium or of the Certificate of Incorporation or of these By-Laws a different vote is required, in which case such express provisions shall govern and control the decision of such question.

Section 7. Right to Vote:

All unit owners shall be entitled to one (1) vote. At any meeting of the members, every member having the right to vote shall be entitled to vote in person or by proxy. Such proxy shall only be valid for such meeting or subsequent adjourned meetings thereof. If more than one (1) person or a corporation own an apartment (parcel), they may file a certificate with the Secretary naming the person authorized to cast votes for said apartment. If same is not on file, the vote of such owner who is present shall be considered. Corporations and Partnerships shall have the right to membership in the Association, and the President of any corporation shall be the voting party unless a certificate is filed as set forth above.

Section 8. Waiver and Consent:

Whenever the vote of members at a meeting is required or permitted by any provisions of the statutes or the Certificates of Incorporation or of these By-Laws to be taken in connection with any action of the corporation, the meeting and vote of members may be dispensed with, if all members who would have been entitled to vote upon the action of such meeting, if such meeting were held, shall consent in writing to such action being taken.

Section 9. Order of Business:

The order of business at annual members' meetings and, as far as practical, at other members' meetings will be:

1. Election of Chairman;
2. Roll Call;
3. Proof of Notice of Meeting or Waiver of Notice;
4. Reading of Minutes of Prior Meeting;
5. Officers' Reports;
6. Committee Reports;
7. Elections;

8. Unfinished Business;
9. New Business
10. Adjournment.

ARTICLE VII

NOTICES

Section 1. Definition:

Whenever under the provisions of the statutes or of the Certificate of Incorporation or of these By-Laws, notice is required to be given to any director or member, it shall not be construed to mean personal notice; but such notice may be given in writing by mail, by depositing the same in a post office, or letter box, in a postpaid, sealed envelope, addressed as appears on the books of the corporation.

Section 2. Service of Notice - Waiver:

Whenever any notice is required to be given under the provisions of the statutes or the Certificate of Incorporation, or of these By-Laws, a waiver thereof, in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed the equivalent thereof.

Section 3. Address:

The address for notice to the corporation is 10689 S.W. 88th Street, Suite 314, Miami, Florida, 33176.

ARTICLE VIII

FINANCES

Section 1. Fiscal Year:

The fiscal year shall be the calendar year.

Section 2. Checks:

All checks or demands for money and notes of the corporation shall be signed by anyone of the following officers: President, Secretary or Treasurer, or by such officer or officers, or such other person or persons, as the Board of Directors may from time to time designate. The Board of Directors by resolution may require more than one (1) signature.

Section 3. Determination of Assessments:

A. Thirty (30) days prior to the meeting at which the budget will be considered by the Board of Directors, a copy of the proposed annual budget of common expenses shall be mailed to the unit owners along with notice of the time and place at which such meeting of the Board of Directors to consider the budget shall be held. If a budget is adopted by the Board of Directors which requires assessment against the unit owners in any fiscal or calendar year exceeding one hundred and fifteen percent (115%) of such assessments for the preceding year, upon written application of ten percent (10%) of the unit owners, a special meeting of the unit owners shall be held upon not less than ten (10) days written notice to each unit owner, but within thirty (30) days of the delivery of such application to the Board of Directors or any member thereof, at which special meeting unit owners may consider and enact a revision of the budget, or recall any and all members of the Board of Administration and elect their successors. However, a revision of the budget or the

recall of any and all members of the Board of Directors, at the unit owners meeting called in accordance with the above provision, shall require a vote of not less than a majority of the whole number of votes of all unit owners. The Board of Directors may in any event propose a budget to the unit owners at a meeting of members or by writing, and if such budget be approved by the unit owners at the meeting, or by a majority of their whole number by writing such budget shall not thereafter be re-examined by the unit owners in the manner hereinabove set forth, nor shall the Board of Administration be recalled under the terms of this section. In determining whether assessments exceeding one hundred and fifteen percent (115%) of similar assessments in prior years, there shall be excluded in the computation any provision for reasonable reserves made by the Board of Directors in respect of repair or replacement of the condominium property or in respect of anticipated expenses by the condominium association which are not anticipated to be incurred on a regular or annual basis and there shall be excluded from such computation, assessments for betterments to the condominium property. Provided however, that so long as the developer is in control of the Board of Directors, the Board shall not impose an assessment for a year greater than one hundred and fifteen percent (115%) of the prior fiscal or calendar year's assessment without approval of a majority of the unit owners.

B. When the Board of Directors has determined the amount of any assessment, the Secretary-Treasurer of the corporation shall mail or present a statement of the assessment to each of the owners. All assessments shall be payable to the corporation, and upon request, the Secretary-Treasurer shall give a receipt for each payment made.

C. ~~The Board of Directors~~ may authorize the President to enter into a management contract with third parties to whom the power to levy and collect assessments and do other acts and things referred to herein or in the Declaration or Articles of Incorporation may be delegated.

D. Notwithstanding anything in these By-Laws, or the Condominium Declaration which authorize expenditures, no expenditure for the improvement of the common elements exceeding Five Thousand Dollars (\$5,000.00) per annum shall be made without the approval of seventy-one percent (71%) of the membership, except for the repair of the condominium property due to casualty loss.

The seal of the corporation shall have inscribed thereon the name of the corporation, and the word "Non-Profit". Said seal may be used by causing it, or a facsimile thereof, to be impressed, affixed, reproduced or otherwise.

ARTICLE IX

DEFAULT

In the event a unit owner does not pay any sums, charges, or assessments required to be paid to the corporation within thirty (30) days from the due date, the corporation, acting on its own behalf or through its Board of Directors, may enforce its lien for assessments to take such other action to recover the sums, charges, or assessments to which it is entitled in accordance with the Declaration and the statutes made and provided.

If the corporation becomes the owner of a unit by reason of foreclosure, it shall offer said unit for sale and

at such time as a sale is consummated, it shall deduct from the proceeds of said sale all sums of money due it for assessments and charges, all costs incurred in the bringing of the foreclosure suit, including reasonable attorney's fees and any and all expenses incurred in the resale of the unit, which shall include but not be limited to advertising expenses, real estate brokerage fees and expenses necessary for the repairing and refurbishing of the unit in question.

In the event of violation of the provisions of the Declaration, corporate charter, or By-Laws, as the same are or may hereafter be constituted, for thirty (30) days after notice from the Association to the unit owners to correct said breach or violation, the corporation, on its own behalf or by and through its Board of Directors, may bring appropriate action to enjoin such violation or may enforce the provision of said documents, or may sue for damages, or take such other courses of action, or other legal remedy as it, or they, may deem appropriate.

In the event such legal action is brought against a unit owner and results in a judgment for the Plaintiff, the Defendant shall pay the Plaintiff's reasonable attorney's fees and court costs.

Each unit owner, for himself, his heirs, successors and assigns, agrees to the foregoing provisions relating to default and abatement of nuisance, regardless of the harshness of the remedy available to the corporation and regardless of the availability of the other equally adequate legal procedures.

ARTICLE X

JOINT OWNERSHIP

Membership may be held in the name of more than one owner. In the event ownership is in more than one person, all of the joint owners shall be entitled collectively to only one voice or ballot in the management of the affairs of the corporation, and the vote may not be divided between plural owners. If the owners are unable to agree upon their ballot upon any subject, at any meeting, they shall lose their right to vote on such subject; but if all of said owners shall not be present at the meeting, either in person or by proxy, the one or ones so present shall cast the vote of all such owners.

ARTICLE XI

AMENDMENT

These By-Laws may only be altered, amended or added to at any duly called meeting of the members; provided (1), that notice of the meeting shall contain a full statement of the proposed amendment; and (2), that the quorum requirement for such purposes shall be a majority of all the then members, in person or by proxy, unless the affected provision requires a greater vote by members in which case said provision shall control.

ARTICLE XII

CONSTRUCTION

Wherever the masculine singular form of the pronoun is used in these By-Laws, it shall be construed to mean the

masculine, feminine or neuter, singular or plural, wherever the context so requires.

Should any of the covenants herein imposed be void or be or become, unenforceable at law or in equity, the remaining provisions of this instrument shall nevertheless be and remain in full force and effect.

The foregoing were adopted as the By-Laws of Hattaway Ridge Condominium Homeowners Association, Inc., at the first meeting of its Board of Directors.

HATTAWAY RIDGE CONDOMINIUM
HOMEOWNERS ASSOCIATION, INC.

By: _____

RULES AND REGULATIONS PROMULGATED BY THE ASSOCIATION

The following list of Rules and Regulations promulgated by the Association shall govern the use of the family units located on condominium property, as well as the use of the common elements and limited common elements and the conduct of all the residents thereof:

- A. Condominium parcels shall be used only for residential purposes.
- B. Unit owners shall not use or permit the use of their premises in any manner which would be disturbing or be a nuisance to other owners, or in such way as to be injurious to the reputation of the property.
- C. The use of the condominium parcels shall be consistent with existing law and the Condominium Declaration to which these Rules and Regulations become a part.
- D. Common elements shall not be obstructed, littered, defaced or misused in any manner.
- E. No outdoor clothes lines may be erected, and nothing shall be hung out or exposed on any part of the common elements.
- F. Common walks, park area and other common elements shall be kept free from rubbish, debris and other unsightly materials, and shall not be obstructed, littered, defaced, or misused in any manner.
- G. No "for sale" or "for rent" signs or other window displays or advertising is permitted on any part of the condominium property or in any condominium parcel, except that the corporation submitting said property to condominium use and any mortgagee who may become the owner of a condominium parcel has such right to exhibit signs.
- H. No storage sheds or receptacles may be placed on the limited common elements except the limited common elements starting with a "B" designation and then no storage shed or receptacle may exceed the height of the fence enclosing said area.
- I. No junk cars may be stored on the common elements and no repair work may be done on cars in the common elements.
- J. No owner may utilize any guest parking spaces for the storage of boats, trailers, trucks, or for his own personal use.
- K. All trash and garbage placed in the trash bins must be contained in plastic bags or containers. Anyone found violating this provision shall be responsible for any increased garbage collection costs.
- L. No pets shall be allowed to go unleashed throughout the common areas.

EXHIBIT F

EXHIBIT F **PAGE** 1

WARRANTY DEED

WARRANTY DEED made this _____ day of _____, 198____, between HATTAWAY RIDGE ASSOCIATES, a Florida Partnership, hereinafter called Grantor, and _____ whose Post Office address is _____ of the City of _____, State of _____, hereinafter called the Grantee.

WITNESSETH:

That the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration to it in hand paid by the Grantee, the receipt of which is hereby acknowledged, has granted, bargained, and sold to the Grantee, his heirs and assigns forever, the following described condominium parcel, lying and being in Seminole County, Florida, to-wit:

Condominium Parcel No. _____ of HATTAWAY RIDGE CONDOMINIUM according to the Declaration of Condominium thereof, recorded in Official Records Book _____ at Page _____ of the Public Records of Seminole County, Florida, and any Amendment(s) thereto.

The conveyance is subject to the following:

1. Real estate taxes for the year 19____ and subsequent years.
2. Conditions, restrictions, limitations and easements of record.
3. The terms and conditions of the Declaration of Condominium, described above and each and every exhibit attached thereto.
4. Zoning ordinances of Seminole County, Florida.
5. (Existing mortgage which the Grantee assumes and agrees to pay.)
6. (Purchase Money Second Mortgage in favor of the Seller.)

The Grantor does hereby fully warrant title to the aforescribed condominium parcel and will defend same against the lawful claims of all personal whomesoever.

IN WITNESS WHEREOF, HATTAWAY RIDGE ASSOCIATES, a Florida Partnership has hereunto set its hand and seal this _____ day of _____ 1980.

Signed, Sealed and Delivered
in the presence of:

HATTAWAY RIDGE ASSOCIATES
By: HATHAWAY RIDGE DEVELOPERS, INC.
a Florida Corporation, a Partner

By: _____
President

STATE OF FLORIDA
COUNTY OF DADE

BEFORE ME, the undersigned authority, personally appeared _____ well known to me to be the President of the corporation named above and he acknowledged executing the foregoing freely and voluntarily under the authority duly vested in him by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State aforesaid this _____ day of _____, 198

NOTARY PUBLIC

My Commission Expires:

EXHIBIT G **PAGE** 1

THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, FLORIDA STATUTES. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER.

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement made and entered into this _____ day of _____, 19____, by and between HATTAWAY RIDGE ASSOCIATES, a Florida Partnership, hereinafter referred to as "SELLER" and

LAST NAME _____ FIRST _____ INITIAL _____ TITLE _____

LAST NAME _____ FIRST _____ INITIAL _____ TITLE _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

AREA CODE _____ PHONE NUMBER _____

hereinafter referred to as "PURCHASER" or "BUYER":

W I T N E S S E T H:

In consideration of the mutual covenants and agreements hereinafter contained, SELLER and BUYER do hereby covenant and agree as follows:

1. UNIT AND PURCHASE PRICE AND TERMS:

The SELLER agrees to sell and the BUYER agrees to buy Condominium Parcel located at the Altamonte Ridge Condominium, known as Condominium Unit Number _____ for a purchase price of \$ _____. The purchase price includes the assignment of one parking space and backyard area, all of which are limited common elements. The purchase price shall be paid as follows:

- A. Simultaneously with the execution of this Agreement, BUYER shall deposit with SELLER \$ _____, which sum shall be payable to the Escrow Agent, Rizzo & Koltun, P.A. who are located at 10689 S.W. 88th Street, Suite 314, Miami, Florida 33176, and which sum shall be applied towards the purchase price at the time of closing. BUYER may obtain a receipt from the Escrow Agent upon request.
- B. The BUYER shall assume and execute a First Mortgage in the principal amount of \$ _____, and shall assume and agree to pay the notes secured by said First Mortgage; the notes shall bear interest at _____% and shall be payable over a _____ year period.

ANY PAYMENTS IN EXCESS OF 10% OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

- C. BUYER shall execute a Second Mortgage in favor of SELLER in the principal sum of \$_____.
- D. The balance of the total purchase price shall be paid in cash or cashier's check at the time of closing.
- E. The Developer shall deposit with Rizzo & Koltun, P.A., all payments up to ten (10%) per cent of the sale price received by the Developer from the BUYER towards the sale price. The escrow funds may be deposited into separate accounts or in common escrow or trust accounts, or co-mingled with other escrow or trust accounts handled by or received by the escrow agent. The funds so held in escrow shall be held pursuant to Chapter 718.202 of the Florida Statutes. The SELLER shall have the right to use all funds in excess of ten (10%) per cent of the sales price of the condominium unit in the actual construction and development of the condominium; however, no part of such funds shall be used for the payment of salaries of salesmen, commissions or expenses of salesmen, or for advertising purposes.

2. APPROVAL OF BUYER

BUYER understands and agrees that this Purchase and Sale Agreement is expressly subject to the PURCHASER being approved by the SELLER, and any lending institution, as to the financial ability and good character, and BUYER does hereby agree to furnish SELLER and any lending institution with such information and does hereby authorize SELLER and said lending institution to make such inquiry and investigation as the SELLER and the lending institution may require to establish and obtain credit and other information pertaining to BUYER. If SELLER in its sole discretion for the exercise of which SELLER shall in no manner be liable or responsible to the BUYER, determines that BUYER is not acceptable to it for any reason, SELLER shall have the right to cancel and terminate this Purchase and Sale Agreement by notifying BUYER in writing of such election. Said Notice of Cancellation shall be accompanied by the return of the deposit or deposits made hereunder, without interest, and BUYER and SELLER shall thereafter be released and relieved of any obligation or liability of every nature arising out of or in connection herewith. The BUYER by the execution of this Agreement, shall not, and does not, acquire any interest, either legal or equitable, in the real property upon which the condominium is to be erected, and the BUYER further agrees that any rights which he may acquire by virtue of the terms of this Agreement are subject to and subordinate to the lien of any mortgage now or hereafter encumbering the condominium property prior to the closing hereinafter described, without the necessity of execution of any further legal instruments by the PURCHASER.

3. RECORDING AND CLOSING COSTS

The SELLER shall pay all recording costs incident to the closing, including state stamps payable on the deed. In the event BUYER desires an abstract, SELLER agrees to furnish one at BUYER's expense. All requests for abstracts must be made within 30 days from execution of this contract. In the event BUYER requests an Owner's Guaranty of Title Insurance, SELLER shall provide one for BUYER in an amount equal to the purchase price at BUYER's expense.

4. CONDOMINIUM FILING

It is understood that the SELLER shall file or has filed with the Clerk of the Circuit Court of Seminole County, Florida, a Declaration of Condominium and exhibits. Said Declaration of Condominium shall include a survey of condominium unit locations, by-laws of condominium association, and nature and description of incidentals of ownership. It is acknowledged that PURCHASER's unit, share of common elements, limited common elements, and the particulars of PURCHASER's interest in the same are to be determined solely by reference to said Declaration and Exhibits.

5. MAINTENANCE GUARANTEE

The SELLER has guaranteed that the common expenses for maintenance for the entire period commencing from the date on which title to the first condominium unit is transferred from the SELLER to a PURCHASER, and ending twelve (12) months thereafter, shall not increase over the amount set forth in the budget simultaneously delivered herewith. In addition, the SELLER has guaranteed the maintenance for the following twelve (12) months shall not exceed the proposed budget, providing SELLER is in control of the Association. The SELLER shall, therefore, not be responsible for the payment of maintenance, as other unit owners are assessed for units owned by the SELLER during such period. The SELLER pursuant to its guaranty and pursuant to Chapter 718.116(8)(b) shall pay any amount of common expenses incurred during such period therein not produced by the assessments upon the units owned by it as other unit owners are assessed.

6. SELLER'S UNITS

SELLER may rent the said parcels still owned by the SELLER to tenants selected by SELLER and SELLER may subsequently sell such condominium parcels to purchasers acceptable to SELLER, notwithstanding anything to the contrary contained in the Declaration of Condominium, and the By-Laws of the condominium association, and shall not be required to obtain prior consent or approval of the Board of Directors.

7. SELLER'S RESERVATIONS

SELLER reserves the right to make such modifications, additions or deletions in or to the buildings as may be approved or required by any lending or by public authorities, provided that none of the same shall:

- (a) increase the cost of the unit being sold hereunder;
- (b) require a material physical modification of the unit being sold hereunder;
- (c) decrease the financial obligation of the SELLER as a unit owner.

PURCHASER acknowledges that in the course of construction of any building or other improvements, certain changes, deviations or omissions may be desirable or required by governmental authorities or job conditions. Any changes, deviations or omissions authorized by the architect or required by the County of Seminole, or City of Altamonte Springs, or by the State Board of Health, the State Hotel Commission, or any other governmental agency are authorized. It is further agreed that certain items such as tile, cabinets or marble may vary from that shown in any model. It is also agreed that the SELLER reserves any right to make changes

and substitutions of materials of equal or greater quality than that contained in the model and/or that shown on the plans, or color samples.

8. TITLE

SELLER will convey insurable title by warranty deed, subject to the following:

- (a) general exceptions contained in standard title insurance policies;
- (b) terms and conditions of the attached Declaration of Condominium and exhibits attached thereto;
- (c) easements, restrictions and limitations of record;
- (d) taxes for the current year in which the closing takes place;
- (e) the first mortgage which will be assumed by the BUYER.
- (f) any second mortgage the BUYER may execute in favor of the SELLER;

9. CLOSING

The closing of this transaction shall be at the SELLER's office, or such other place designated by the SELLER, and it shall take place at the date, time and place as the SELLER designates. The closing shall be within _____ days from the date hereof. All sums due to the SELLER shall be paid by the PURCHASER in cash at the at the time of closing.

Taxes, insurance, utility deposits, and other prepayable and pro-ratable items shall be pro-rated as of the closing date. At the time of closing, the PURCHASER will pay to the condominium corporation a sum equal to three (3) monthly maintenance payments as his proportionate share of his initial working capital of the condominium corporation. This payment is in addition to the actual monthly maintenance payments to be paid by the PURCHASER under the terms of the Declaration of Condominium. The monthly maintenance payments shall commence on the date designated by the Board of Directors of the condominium corporation.

In the event the PURCHASER, for any reason, fails to close on the date set for closing as set forth in this Paragraph 9 and the SELLER elects to close with the PURCHASER at a later date, the parties agree that prorations for taxes, insurance, maintenance and any other pro-ratable items shall be as of the original date set for the closing. In addition, the PURCHASER agrees to pay to the SELLER interest at the rate of twelve (12%) per cent on the amount of the purchase price from the date originally set for closing to the actual date of closing to compensate the SELLER for its carrying charges in the unit. However, nothing herein shall be considered as requiring the SELLER to close with the PURCHASER in the event the PURCHASER fails to close on the closing date set by the SELLER as set forth herein.

10. DEFAULT BY PURCHASER

PURCHASER's failure to close this transaction, make payments or applications within the time provided in this

agreement or failure to comply with the provisions of this agreement and within the time provided herein shall be considered a breach of this Agreement and all monies deposited hereunder may be retained by SELLER as agreed and liquidated damages, and this Agreement shall be deemed null and void and of no further force and effect.

It is understood that this provision is placed in this Agreement for the specific reason that the non-performance by the PURCHASER in accordance with this Agreement will have adverse financial effect upon the SELLER, the SELLER having incurred many direct and indirect costs as well as the indirect financial loss to the SELLER of having to withdraw the condominium unit in question from the market and thus having lost the opportunity for the condominium unit sale to other prospective purchasers. The PURCHASER agrees that he understands the need for this provision and that it is a fair provision to protect the SELLER from financial loss by virtue of non-performance on the part of the PURCHASER in accordance with this Agreement. Neither party shall be entitled to maintain an action for specific performance of this Agreement.

11. DEFAULT BY SELLER

In the event that SELLER fails to close the sale and purchase of the condominium unit in accordance with the terms and provisions hereof, or if SELLER shall otherwise default in the performance of any covenant or obligation herein undertaken by SELLER, PURCHASER shall have the right, prior to closing only, to cancel and terminate this Agreement, in which event PURCHASER shall be entitled forthwith to the return of the entire deposit made hereunder, without interest, and the parties hereto shall be released and relieved of any and all manner of obligation or liability arising out of or in connection herewith. Neither party shall have the right to maintain an action for specific performance.

12. RELATIONSHIP OF THE PARTIES

The PURCHASER acknowledges that he has been informed that the officers, directors and employees of the SELLER will be acting as the initial officers and directors of the condominium corporation and of necessity, will be acting on behalf of said condominium corporation in dealings and transactions with the SELLER.

13. ADDITIONAL DOCUMENTS AND AGREEMENTS

The SELLER has delivered to the PURCHASER copies of the documents listed in this section of the contract prior to the execution of this Agreement. The PURCHASER agrees to be bound by and to perform each and every one of the terms, covenants and conditions contained in each one of the documents which are hereafter set forth. The SELLER reserves the right to make changes or amendments in and to any or all of said documents and agreements without obtaining the approval of the PURCHASER provided that no such changes or amendments materially affect the rights of the PURCHASER or the value of the condominium unit being purchased.

- A. Declaration of Condominium.
- B. Articles of Incorporation of the condominium corporation.
- C. By-Laws of the condominium corporation.
- D. The projected operating budget of the condominium

which includes full details concerning the estimated monthly payments for the condominium unit, estimated monthly charges for the maintenance and management of the condominium property.

E. Prospectus required by the Florida Statutes.

14. TRANSFER OF CONTROL

The condominium documents referred to in Paragraph 13 of this Agreement provide for the transfer of control of the Board of Directors and the Condominium Association, to the unit owners based upon the developer's economic interest in the condominium. At such time as unit owners other than the SELLER own 15% or more of the condominium units that will be operated by the condominium association, the unit owners other than the Developer shall be entitled to elect not less than 1/3 of the members of the Board of Directors of the association. Unit owners other than the SELLER shall be entitled to elect not less than a majority of the members of the Board of Directors upon the earliest occurrence of any of the following:

- A. Three (3) years after sales by the SELLER have been closed on 75% of the condominium units that will be operated by the association, or
- B. Three (3) months after sales have been closed by the SELLER on 90% of the units that will be operated by the association, or
- C. When all of the units that will be operated by the association have been completed and some of them have been sold and none of the others are being offered for sale by the SELLER in the ordinary course of business.

15. The SELLER shall be entitled to elect not less than one (1) member of the Board of Directors as long as the SELLER holds, for sale in the ordinary course of business, title to any units in the condominium operated by the association.

16. MISCELLANEOUS PROVISIONS

- A. This contract is personal to the PURCHASER, and the PURCHASER agrees that it shall never be assigned or transferred without the written consent of the SELLER. This agreement shall be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall never be recorded by the PURCHASER or anyone in his behalf, and any recordation of this Contract by PURCHASER shall be deemed a default on behalf of the PURCHASER.
- B. The PURCHASER represents to the SELLER that the agreement has not been entered into as a result of any contract with any real estate broker, and the PURCHASER agrees to indemnify the SELLER against any claim by any real estate brokers due to the acts of the PURCHASER or PURCHASER's representatives.
- C. In the event of any litigation arising under the terms of this Agreement, the PURCHASER shall be liable to the SELLER for reasonable attorney's fees and court costs in the event the SELLER is the prevailing party.

- D. If at any time prior to closing, it is determined by SELLER to change the format and overall plan of development and sale of SELLER's property, the SELLER, at its option, may terminate this Agreement, and refund to PURCHASER any deposits made hereunder without interest thereon. Upon the payments of such refund, this Agreement shall be null and void and of no further force and effect, and each of the parties hereto shall be fully discharged and relieved of any further obligations hereunder.
- E. This Agreement will supersede any and all understandings and agreements between the parties hereto and it is mutually agreed and understood that this Agreement represents the entire agreement between the parties, and no prior representation or inducements which are not included and embodied in this Agreement shall be of any force and effect.
- F. The condominium unit which is the subject of this Agreement has never been occupied.

17. Notwithstanding anything in this Agreement to the contrary, SELLER agrees and acknowledges that it is obligated to substantially complete construction of the condominium unit so as to permit occupancy by the PURCHASER within two years from the date of the Agreement; provided, however, that the SELLER shall not be responsible for delays incurred by circumstances beyond its control such as Acts of God, strikes, shortages, and catastrophes, which interfere with the SELLER and the construction of the building containing the condominium unit. In the event said unit shall not be completed as aforesaid, PURCHASER shall have the option to cancel this Agreement by written notice to SELLER and upon such cancellation SELLER shall refund to the PURCHASER his deposit made hereunder. Upon said refund, all parties to this Agreement shall be fully discharged and relieved from the terms and obligations hereof. The liability of the SELLER is limited to the return of the PURCHASER's payments made hereunder and in no event shall SELLER be liable to PURCHASER for any damages which PURCHASER may sustain.

18. FURTHER MISCELLANEOUS PROVISIONS

- A. PURCHASER hereby authorizes the SELLER to file in the Public Records of Dade County, Florida, all papers and documents deemed necessary by SELLER for the creation of the condominium project. The SELLER shall have the right to make such changes in said documents as may be required by law or by institutional mortgagees.
- B. SELLER will deliver to the PURCHASER manufacturers' warranties for appliances and equipment where same are so warranted.
- C. SELLER's obligations hereunder shall not be extended to include consequential damages nor to damage due to or caused by the elements, abusive use, ordinary wear and tear, characteristics common to the methods or material.

IN WITNESS WHEREOF, the parties have hereunto

caused these presents to be executed the day and year above written.

HATTAWAY ASSOCIATES, a Florida
General Partnership
By: HATHAWAY RIDGE DEVEOPERS, INC.
a Partner

President

RIZZO & KOLTUN, P.A.

By: _____
ESCROW AGENT

ANY PAYMENTS IN EXCESS OF 10% OF THE PURCHASE PRICE MADE TO
DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS CONTRACT MAY BE
USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

As to Buyer

As to Buyer

ESTIMATED OPERATING BUDGET

HATTAWAY RIDGE CONDOMINIUM (104 units)

	<u>ANNUAL BUDGET</u>	<u>MONTHLY BUDGET</u>
1. Administration Expenses	\$ 2,588.00	\$ 215.67
2. Florida Division of Land Sales and Condominiums Annual Fee	52.00	4.33
3. Management Fees	None	
4. Maintenance:		
a. Grounds	6,240.00	520.00
b. Building maintenance including public areas	1,440.00	120.00
5. Rent for recreation and other common facilities	None	None
6. Taxes on association property (Estimate)	Common areas assessed to individual unit	
7. Insurance	6,000.00	500.00
8. Exterminating	None	
9. Security provisions	None	
10. Other:		
a. Electricity (public areas)	1,200.00	100.00
b. Water and Sewer	None	
c. Sanitation	4,236.00	353.00
11. Operating Capital	804.00	67.00
12. Reserves:		
a. Roof repair	600.00	50.00
b. Painting	1,200.00	100.00
c. Pavement resurfacing	600.00	50.00
	<hr/>	<hr/>
	\$24,960.00	\$ 2,080.00

Expenses for Individual Units

<u>Annual</u>	<u>Monthly</u>
\$ 240.00	\$ 20.00

ESCROW AGREEMENT

THIS AGREEMENT made and entered into by and between "DEVELOPER/SELLER" and RIZZO & KOLTUN, P.A., a Florida Professional Corporation engaged in the practice of law in the State of Florida, having its office at 10689 S.W. 88th Street, Suite 314, Miami, Florida, 33176, hereinafter referred to as the "ESCROW AGENT".

W I T N E S S E T H

WHEREAS, the DEVELOPER/SELLER is engaged in the development of the condominium project known as HATTAWAY RIDGE CONDOMINIUM, and intends to enter contracts for the sale of said condominium units, and to accept payments on account of the purchase price for such condominium units (hereinafter referred to as "DEPOSITS"); and,

WHEREAS, the DEVELOPER/SELLER pursuant to the Laws of the State of Florida, is entering into this Agreement with the ESCROW AGENT so that the ESCROW AGENT will establish an account and act as ESCROW AGENT in accordance with Florida Statutes concerning said DEPOSITS.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants and conditions herein contained, the DEVELOPER/SELLER and the ESCROW AGENT agree as follows:

1. As and when DEVELOPER/SELLER enters into a contract for the sale of a condominium unit at Pattaway Ridge Condominium, the DEVELOPER/SELLER shall have the purchaser make the deposit payable to the ESCROW AGENT, and shall forward to the ESCROW AGENT said deposit and a copy of the contract.
2. The ESCROW AGENT shall hold the deposit in escrow and shall maintain the mailing address of the buyer who has made such deposit, and shall upon request of said buyer, deliver to said buyer, a receipt for the deposit.
3. The ESCROW AGENT shall hold all deposits received by it in escrow and may deposit them in accordance with the Florida Law and shall distribute such funds to DEVELOPER/SELLER when either of the following shall occur:
 - a. Notification from DEVELOPER/SELLER or its sales agent that buyer has defaulted in the performance of his obligations under the contract for sale; or,
 - b. Notification from DEVELOPER/SELLER, or its sales agent that the closing has occurred.
4. The ESCROW AGENT shall refund to the buyer his deposit if either of the following occur:
 - a. DEVELOPER/SELLER authorizes the ESCROW AGENT to refund said deposit to the buyer; or,
 - b. The buyer notifies the ESCROW AGENT in writing that the buyer has terminated the contract for sale, pursuant to the terms thereof, or pursuant to a right of termination given to said buyer under the Florida Condominium Act, and on the face of the termination letter and contract, it is

apparent that the contract was terminated within the time period provided by law. In the event there is any discrepancy or the buyer has terminated for any other reason, the ESCROW AGENT shall confirm with the DEVELOPER/SELLER in writing that the buyer has properly terminated his contract.

If the buyer has applied for financing on the subject property, \$50.00 of the deposit may be retained to pay for the credit charges for mortgage financing.

5. In acting hereunder, the ESCROW AGENT shall be protected by acting upon any notice, certificate, or other communication, not only as to its due execution and the effectiveness of its provisions, but also as to the truth and acceptability of any information therein contained, which it shall in good faith believe to be valid, and to have been signed or presented by a proper person or persons.

HATTAWAY ASSOCIATES, a Florida
General Partnership
By: HATHAWAY RIDGE DEVELOPERS, INC.
a Partner

President

RIZZO & KOLTUN, P.A.

By: _____
ESCROW AGENT

EXHIBIT 4 PAGE 2

DOCUMENTS CONTAINING THE RESTRICTIONS ON THE
USE OF THE PROPERTY

The following pages of this Exhibit 5 are provisions of the Declaration of Condominium and the Rules and Regulations of the Association which restrict in some manner the use of the property. This summary of pages will not contain all of the restrictions on the property and reference should be made to the Declaration of Condominium, the Articles of Incorporation of the association, the By-Laws of the association, and the Rules and Regulations of the association, which contain all of the restrictions on the use of the property.

to this Declaration of Condominium being proposed by said Board of Directors or members, such proposed amendment or amendments shall be transmitted to the President of the Association or other Officer of the Association in the absence of the President, who shall thereupon call a Special Meeting of the Members of the Association for a date not sooner than twenty (20) days nor later than sixty (60) days from receipt by him of the proposed amendment or amendments, and it shall be the duty of the Secretary to give to each member written or printed notice of such Special Meeting, stating the time and place thereof, and reciting the proposed amendment or amendments in reasonably detailed form, which notice shall be mailed not less than ten (10) days, nor more than thirty (30) days before the date set for such Special Meeting. If mailed, such notice shall be deemed to be properly given when deposited in the United States mail, addressed to the member at his Post Office address as it appears on the records of the Association, the postage thereon prepaid. At such meeting, the amendment or amendments proposed must be approved by an affirmative vote of a majority of the members of the Association in order for such amendment or amendments to become effective. Thereupon such amendment or amendments of this Declaration of Condominium shall be transcribed and certified by the President and Secretary of the Association as having been duly adopted, and, the original or an executed copy of such amendment or amendments so certified and executed with the same formalities as a Deed, shall be recorded in the Public Records of Seminole County, Florida, within ten (10) days from the date on which the same became effective, such amendment or amendments to specifically refer to the recording data identifying the Declaration of Condominium. Thereafter, a copy of said amendment or amendments in the form in which the same were placed of record by the Officers of the Association shall be delivered to all of the owners of all condominium units, but delivery of a copy thereof shall not be a condition precedent to the effectiveness of such amendment or amendments. At any meeting held to consider such amendment or amendments, the written vote of any member of the Association shall be recognized if such member is not in attendance at such meeting or represented thereat by proxy, provided such written vote is delivered to the Secretary of the Association at or prior to such meeting. Furthermore, no amendment to this Declaration shall be adopted which would operate to affect the validity or priority of any mortgage held by a Mortgagee or which would alter, amend or modify in any manner whatsoever, the rights, powers, and privileges granted and reserved herein in favor of any Mortgagees or in favor of the Developer, without the consent of all such Mortgagees or the Developers, as the case may be.

B. Amendments with respect to percentage of ownership in Common Elements or with respect to apportionment of assessments. The other provisions of this Declaration of Condominium to the contrary notwithstanding, no amendment to this Declaration of Condominium, which shall purport to alter in any way the percentage of ownership in the common elements appurtenant to each condominium unit, or which shall purport to alter in any way the basis for apportionment of assessments, shall be adopted or shall become effective without the written consent, in recordable form, of all of the unit owners within this condominium, and all of their respective mortgagees, and the lienors, first had and obtained, and then same shall not become effective until an instrument evidencing such written consent is recorded among the Public Records of Seminole County, Florida.

ARTICLE X - MAINTENANCE

A. The Association, at its expense, shall be responsible for the maintenance, repair and replacement of all of the common elements and limited common elements, except as expressly hereinabove provided in this Declaration. With regard to the structures constituting the condominium units, the responsibility of the Association for maintenance, repair and replacement of same shall be limited to the following:

1. Painting of all exterior walls, as needed in the

judgment of the Board of Directors of the Association.

2. Painting and/or staining of exterior woodwork as needed in the judgment of the Association.
3. Maintenance and replacement of roofs of condominium units, including:
 - a. Cleaning of roof as needed.
 - b. Replacing roofing materials, as required.
 - c. Repairing causes of leaks and damage to common elements arising therefrom.

Should any incidental damage be caused to any condominium unit by virtue of any work done or caused to be done by the Association in connection with such maintenance, repairs and replacements of common elements, the Association, shall, at its expense, repair such incidental damage.

B. The Association shall have the power to enter into contracts with others for a valuable consideration, for the maintenance and management of subject property, including the normal maintenance and management and repair of the common elements, and in connection therewith to delegate the powers and rights herein contained, including that of making and collecting assessments, perfecting liens for non-payment, etc. The service and maintenance contracts referred to herein may delegate to the service company the duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the common elements, but shall not relieve the condominium unit owner from his personal responsibility to maintain and preserve the interior surface of the condominium parcels and to paint, clean, decorate, maintain and repair the individual condominium unit and limited common elements constructed or placed on the limited common element whose designation commences with the letter "Y".

C. Each apartment owner, his heirs, successors and assigns, shall be bound by any such management agreement or amendments or revisions thereof to the same extent and effect as if he had executed such management agreement for the purposes herein expressed, including but not limited to adopting, ratifying, confirming and consenting to the execution of same by the Association; covenanting and promising to perform each and every of the covenants, promises and undertakings to be performed by apartment owners as required under said management agreement, acknowledging that all of the terms and conditions thereof, including the manager's fee, are reasonable; and agreeing that the persons acting as directors and officers of the Association entering into such an agreement have not breached any of their duties or obligations to the Association. The management agreement, as well as each and every provision thereof, and the acts of the Board of Directors and officers of the Association entering into such an agreement is hereby ratified, confirmed, approved and adopted.

ARTICLE XI - ENFORCEMENT OF MAINTENANCE FOR INDIVIDUAL UNITS

In the event the owner of a unit fails to maintain it as required herein, or otherwise violates the provisions hereof, the Association or any other unit owner shall have the right to proceed in a court of competent jurisdiction to seek compliance with the provisions of this Declaration; or the Association shall have the right to assess the unit owner and the unit for the necessary sums to put the improvement within the unit in good condition, and to collect such assessment and have a lien for same as is otherwise provided herein. After such assessment, the Association shall have the right, for its employees or agents, to enter the unit and do the necessary work to enforce compliance with the above provisions.

ARTICLE XII - LIENS AND ASSESSMENTS

A. The Association through its Board of Directors shall have the power to make and collect assessments and shall have a lien on each condominium parcel for any unpaid assessment, and interest thereon, against the unit owner of such condominium parcel, which lien shall be effective as and in the manner provided for by this Declaration and the Condominium Act, and shall have the priorities established by said Act. The lien of the Association for unpaid assessments shall also secure reasonable attorney's fees and costs incurred by the Association incident to the collection of such assessments or enforcement of such lien, whether or not a legal action is instituted. Nothing herein shall deprive a first mortgagee of his prior lien. Such liens shall be executed and recorded in the Public Records of Seminole County, Florida in the manner provided by law. The Board of Directors may take such action as it deems necessary to collect assessments by personal action or by enforcing and foreclosing said lien, and may settle and compromise same if in the best interest of the Association.

B. Liens for assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the statute. The Association may bid at any sale in same and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced.

C. Where the mortgagee of a first mortgage of record or other purchaser or a condominium unit obtains title to the condominium parcel as a result of foreclosure of the institutional first mortgage, or where an institutional first mortgagee of record accepts a deed to said condominium parcel in lieu of foreclosure, such acquirer of title, his successors and assigns, shall not be liable for the share of common expenses or assessment by the Association pertaining to such condominium parcel or chargeable to the former unit owner of such parcel which became due prior to acquisition of title as a result of the foreclosure, or the acceptance of such deed in lieu of foreclosure, unless a Claim of Lien for such assessment had been filed or recorded prior to the recording of the foreclosed mortgage or deed in lieu of foreclosure. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectable from all of the unit owners, including such acquirer, his successors and assigns.

D. Any person who acquires an interest in a unit, except through foreclosure of a first mortgage of record (or deed in lieu thereof), as specifically provided in the paragraph immediately preceding, including without limitation persons acquiring title by operation of law, including purchasers at a judicial sale, shall not be entitled to occupancy of the unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former owner have been paid.

E. The Association, acting through its Board of Directors, shall have the right to assign its claim and lien rights for the recovery of any unpaid assessments to the developer or to any unit owner or group of unit owners, or to any third party.

F. Nothing herein shall abridge or limit the rights or responsibilities of mortgagees of a condominium unit as set out in greater detail in the statutes made and provided for same.

G. With the exception of liens which may result from the initial construction of this Condominium, no liens of any nature may be created subsequent to the recording of this Declaration against the condominium property as a whole (as distinguished from individual units) except with the unanimous consent of the unit owners.

H. Unless a unit owner has expressly requested or consented to work being performed or materials being furnished to his unit or unless work was done on account of the unit owners failure to maintain his individual unit as provided for in Article XI, such labor

or materials may not be the basis for the filing of a lien against same. No labor performed or material furnished to the common elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all condominium parcels in the proportions for which the owners thereof are liable for common expenses.

I. In the event a lien against two or more condominium parcels becomes effective, each owner thereof may relieve his condominium parcel of the lien by paying the proportionate amount attributable to his condominium parcel. Upon such payment it shall be the duty of the lienor to release the lien of record for such condominium parcel.

J. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the common expense of the condominium property, including the expense allocable to services being rendered by any management company with which the Association may contract. Unless specifically waived by the Association, the assessments shall include hazard and liability insurance premiums. A unit owner, regardless of how title is acquired, shall be liable for all assessments coming due while he is the owner of a unit. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses up to the time of such voluntary conveyance.

K. The liability for assessments may not be avoided by waiver of the use or enjoyment of any common elements, services or recreation facilities, or by abandonment of the unit for which the assessment was made.

L. Assessments and installments thereon not paid when due shall bear interest from the date when due until paid at the highest rate of interest allowable by law.

M. The Board of Directors of the Association shall approve annual budgets in advance for each fiscal year, which budget shall project anticipated income and estimated expenses in sufficient detail to show separate estimates for taxes, if any, insurance for the common elements, cost of manager's apartment and other reasonable and necessary expenses.

N. The percentage of the annual assessment chargeable for each fiscal year against each unit is set forth in EXHIBIT "C". The annual assessment shall initially be payable in advance yearly on the 1st day of January, but the Board of Directors has the power to establish other collection procedures in compliance with the Florida Condominium Act. In addition, the Association has the power to levy special assessments against each unit in their respective percentages, if a deficit should develop in the treasury for the payment of common expenses.

O. The liability of the owner of a unit for common expenses shall be limited to the amounts for which he is assessed from time to time in accordance with this Declaration.

ARTICLE XIII - DEVELOPERS UNITS AND PRIVILEGES

A. Developer's right to alter and amend. Notwithstanding Article XIX of this Declaration, the Developer reserves the right to change the interior design and arrangement of all units, and to alter the boundaries between units as long as the Developer owns the units so altered; however, no such change shall increase the number of units nor alter the boundaries of the common elements, except the party wall between any Condominium units, without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in units, as provided in this paragraph, such changes shall be reflected by the amendment of this Declaration with a survey attached, reflecting such authorized alteration of units, and said amendment

be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

4. The failure of the Developer to enforce any right, privilege, covenant or condition which may be granted to it by this Declaration of Condominium or other above mentioned document shall not constitute waiver of the right to thereafter enforce such right, provisions, covenant or condition in the future.

B. In the event of substantial damage to, or destruction of all, or a substantial part of the condominium property, and in the event the property is not repaired, reconstructed or rebuilt within a reasonable period of time, any unit owner shall have the right to petition a Court of equity having jurisdiction in and for the County in which this Court lies for equitable relief, which may, but need not necessarily include a termination of the condominium and partition.

ARTICLE XIX - MISCELLANEOUS PROVISIONS & OWNER RESTRICTIONS

A. Occupancy and Use. The unit owner, or owner of a unit, shall occupy and use his condominium parcel as a private dwelling for himself and members of his family and social guests, and for no other purpose.

1. In the event the unit owner is a corporation, the unit shall be occupied and used by those stockholders, officers and directors of the corporation as may have been approved by the Developer or the Management firm, if there is a Management Agreement in effect and thereafter by the Board of Directors of the Condominium Association.
2. The unit owner shall not permit or suffer anything to be done or kept in his unit which will increase the rate of insurance on the condominium property, or which will obstruct or interfere with the rights of other unit owners or annoy them by unreasonable noises or otherwise; nor shall the unit owner commit or permit any nuisance, immoral or illegal act in or about the condominium property.
3. No clotheslines or similar devices shall be allowed on any portion of the condominium property.
4. The unit owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the buildings except with the prior written consent of the Board of Directors, and further, when approved, subject to the rules and regulations adopted by the Board of Directors.
5. No person shall use the common elements, or any part thereof, or a Condominium Unit, or the Condominium property, or any part thereof, in any manner contrary to or not in accordance with such Rules and Regulations pertaining thereto, as from time to time promulgated by the Association.
6. No unit owner shall show signs, advertisements, or notices of any type on the common elements or on his unit or within his unit which said signs, advertisements, or notices are visible from the exterior of the

unit, without the prior written consent of the Association.

B. Alterations & Decorations. There shall be no material structural additions or alterations, to the unit or limited common elements, enclosing of balconies, or substantial additions to the common elements, except as the same are authorized by the Board of Directors, as hereinafter provided. In the event such changes are authorized by the Board of Directors, they must also be ratified by the affirmative vote of a majority of the unit owners. No unit owner shall block, hamper or otherwise interfere with the common elements of the property or the operation thereof.

1. Alterations within a unit may be made with the prior written consent of the Association, and any first mortgagee holding a mortgage on his unit.
2. The unit owner shall make no alterations, decorations, door or color changes, nor repair, replace or change the common elements, limited common elements, or any outside or exterior portion of the building, whether within a unit or part of the limited common elements or common elements without the prior written consent of the Association, and without obtaining any and all necessary governmental permits. Unit owners may use such contractor or sub-contractor as approved by the Board of Directors and said parties shall comply with all Rules and Regulations adopted by the Board of Directors. The unit owner shall be liable for all damages to another unit, the common elements or the Condominium property caused by the unit owners whether said damages are caused by negligence, accident or otherwise.
3. In the event the owner of a unit fails to maintain the said unit and limited common elements, as required herein, or makes any alterations or additions without the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Association shall have all the rights contained in Article XI and Article XVIII, as well as any other rights granted by statute.
4. The Association shall determine the exterior color schemes of the building, and all exteriors, and shall be responsible for the maintenance thereof, and no owner shall paint an exterior wall, door, window, or any exterior surface, or replace anything thereon or affix thereto, without the written consent of the Association.
5. No unit owner may divide, or subdivide his Condominium Unit nor shall any condominium unit, or portion thereof, be added to or incorporated into any other condominium unit.

C. Transfer. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the units, the transfer of any unit by any owner, other than the Developer, shall be subject to the following provisions.

1. Should the unit owner wish to sell, lease, or rent his condominium parcel to anyone who is not his spouse, he shall, before making or accepting any offer to sell, purchase, lease or rent his condominium parcel, deliver to the Board of Directors at the office of the Corporation, a written notice of his intent to sell, lease, or

rent, which notice shall contain the terms of the offer he has received, which he wishes to accept, or the terms of the offer he is prepared to make, and the name and address of the prospective purchaser or tenant and the business, occupation or employment of the offeror. The Board of Directors, within fifteen (15) days after receiving such notice, shall either consent to the transaction specified in said notice, or by written notice to be delivered to the unit owner's unit, designate that the Corporation, one or more persons who are unit owners, or any other person or persons satisfactory to the Board of Directors is willing to purchase, lease, or rent upon the said terms as those specified in his notice to the Board of Directors. The stated designee of the Board of Directors shall have fifteen (15) days to close from the date of the notice sent by the Board of Directors upon the same terms specified in the unit owner's notice. Failure of the Directors to designate such person or persons who will close within the said second fifteen (15) day period, shall be deemed consent by the Board of Directors to the transaction specified in the unit owner's notice, and the unit owner shall be free to make or accept the offer specified in his notice, and sell, lease or rent said interest pursuant thereto the prospective purchaser or tenant named therein within forty-five (45) days after his notice was given. The Board of Directors shall give to the apartment owner an instrument in recordable form showing the consent of the Board of Directors of the Corporation to the transfer of the ownership in the apartment. The unit owner shall have no right to sell, lease or rent his interest, or any part thereof, except as expressly provided for herein. The owner of said condominium unit shall not lease or sell said condominium unit to any party other than the party designated to the Board of Directors of the Association in the aforescribed and required notice, nor for any lower rental or purchase price, nor on any more favorable terms and conditions than those originally contained in said bona fide offer presented to the Association, without again giving the Association the right of first refusal to lease or purchase such condominium unit in the manner above provided. The sub-leasing or sub-renting of said interest shall be subject to the same limitations as are applicable to the leasing or renting thereof. The liability of the unit owner under these covenants shall continue notwithstanding the fact that he may have leased or rented said interest as provided herein. Every purchaser, tenant or lessee shall take, subject to this Declaration and the By-Laws of the Corporation, and the provisions of the Condominium Act. The provisions of Paragraph "C" of this Article shall be operative until the first day of November 2000, and shall be automatically extended for successive periods of twenty-one (21) years unless an amendment to this Declaration, signed by a majority of the then unit owners, has been recorded, amending this Declaration, so as to delete the provisions of Paragraph "C" of this Article. Any attempt to re-sell or rent or lease said unit without prior offer to the Board of Directors shall be deemed a breach of this Declaration, and shall wholly be null and void, and shall confer no title or interest whatsoever upon the intended purchaser.

2. Any owner who wishes to make a gift of his condominium unit ownership or any interest therein to any person or persons other than his spouse, child, grandchild or parent of the owner, shall give to the Association not less than fifteen (15) days written notice of his or her intent to make such gift prior to the contemplated

date thereof, together with the name and address of the intended donee and the contemplated date of said gift. The Association shall at all times have the first right and option to purchase such unit ownership or interest therein for cash at fair market value to be agreed upon by the parties and if not so agreed upon, as herein-after provided, to be determined by arbitration as herein provided, which option shall be exercisable until the date of expiration as provided herein. If, within fifteen (15) days after the expiration of said period, the owner-donor and the Association cannot agree on the fair value of the unit, then a real estate appraiser satisfactory to both the owner and the Association shall be designated to establish the fair market value of the unit. In the event that the owner-donor and the Association cannot agree upon a single real estate appraiser satisfactory to both of them within an additional ten-day period, then each of them shall select a real estate appraiser within 10 days, and the two appraisers shall select a third, and the three appraisers so chosen shall act as a Board of Arbitration. Within 30 days after the appointment of said arbitrator(s), the arbitrator or arbitrators shall determine the market value of the unit ownership or interest therein which the owner contemplates conveying by gift, and shall thereupon give written notice of such determination to the owner and the Association. The Association's option to purchase the condominium unit ownership or interest therein shall expire 30 days after the date of receipt by it of such notice.

3. In the event any condominium unit owner dies leaving a Will devising his condominium unit or any interest therein to any person or persons other than the surviving spouse, child, grandchild or parent of the owner, or dies intestate and at the time of death the heirs at law of the decedent under the laws of intestate succession are other than those mentioned above, the Association shall have an option to purchase (to be exercised in the manner hereinafter set forth) said condominium unit ownership or interest therein either from the devisee or devisees or distributees thereof or, if a power of sale is conferred by said Will upon the personal representative named therein, from the personal representative acting pursuant to said power, for cash at fair market value which is to be determined in the manner set out below.

Within thirty (30) days after the appointment of a personal representative for the estate of a deceased owner, the Association and the personal representative shall agree upon the fair market value of the deceased owner's unit on the date of the death of the deceased owner, if they are able so to do. If the Association and the personal representative are not able to agree on the fair market value, then they shall mutually select a real estate appraiser to act as an arbitrator, to make an appraisal and to establish the fair market value. In the event that the personal representative and the Association are unable to select such a real estate appraiser satisfactory to both of them, then each shall select an appraiser and the two appraisers shall select a third, and the three appraisers so chosen shall determine the fair market value. Within 30 days after the appointment of the arbitrator(s), the arbitrator(s) shall determine, by majority vote, the fair market value of the unit or interest therein and shall thereupon give written notice of such determination to the Association and said devisee or devisees or

distributees, or personal representative, as the case may be. The Association's right to purchase the unit or interest therein at the price determined by the three arbitrators shall expire 80 days after the date of receipt by it of such notice if the personal representative of the deceased owner is empowered to sell, and shall expire 90 days after the appointment of a personal representative who is not so empowered to sell. The Association shall be deemed to have exercised its option if it tenders the required sum of money to said devisee or devisees or distributees or to said personal representative, as the case may be, within the said option periods. Nothing herein contained shall be deemed to restrict the right of the Association or its authorized representative, pursuant to authority given to the Association by the owners as hereinafter provided, to bid at any sale of the unit or interest therein of any deceased owner which is held pursuant to an order or direction of the court having jurisdiction over that portion of the deceased owner's estate which contains his unit or interest therein.

4. Should the interest of a unit owner or Developer become the subject of a bona fide first mortgage in favor of an institutional mortgage lender, as security in good faith, or for value, the holder of such mortgage, upon becoming the owner of such interest through foreclosure, judicial foreclosure sale, or voluntary conveyance in lieu thereof, shall have the unqualified right to sell, lease or otherwise dispose of said interest and the transfer of the fee ownership of said unit, or the lease thereof by such mortgage holder, may be accomplished without the prior approval of the Association, and without any right of first refusal in the Association, notwithstanding any of the provisions of this Declaration of Condominium, but such mortgage holder shall sell or lease and the purchaser or lessee shall take subject to, all of the other provisions of this Declaration of Condominium and the Exhibits attached hereto.

D. Restrictions.

1. No owner of a "Condominium Parcel" may exempt himself from liability for his contribution towards the common expenses by waiver of the use and enjoyment of any of the "common elements", or by the abandonment of his "Condominium Unit."
2. No unit owner shall attempt to convey his undivided interest in the common elements which are appurtenant to each condominium unit separately from the condominium unit to which it is appurtenant. The undivided interest in the common elements appurtenant to each condominium unit shall be deemed conveyed, devised, encumbered or otherwise included with the condominium unit to which it is appurtenant, even though such undivided interest is not expressly mentioned or described in the instrument conveying, devising, encumbering, or otherwise dealing with such condominium unit. Any conveyance, mortgage or other instrument which purports to effect the transfer, conveyance, devise or encumbrance, or which purports to grant any right, interest, or lien in, to, or upon a Condominium Unit, shall be null, void and of no effect insofar as the same purports to affect any interest in common elements, unless the same purports to convey, devise, encumber or otherwise treat or deal with the entire condominium unit and its appurtenances. Any

instrument conveying, devising, encumbering or otherwise dealing with the condominium unit which describes said condominium unit by the condominium unit and number assigned thereto in EXHIBIT "B", without limitation or exception, shall be deemed and construed to affect the entire condominium unit and its appurtenant undivided interest in the common elements. Nothing herein contained shall be construed as limiting or preventing ownership of any condominium unit and its appurtenant undivided interest in the common elements by more than one person or entity as tenants in common, joint tenants, or tenants by the entirety.

3. No unit owner shall have an action for partition of the common elements, except as stated in Article XVIII, Paragraph B.
4. No unit owner shall attempt in any manner to divest himself of his interest in the condominium unit and its appurtenances except by conveyance of his total interest in the condominium unit and its appurtenances.
5. No judicial sale of a unit nor any interest therein shall be valid unless:
 - a. The sale is to a purchaser approved by the Association which approval shall be in recordable form, executed by two officers of the Association and delivered to the purchaser; or
 - b. The sale is a result of a public sale with open bidding.
6. Nothing set forth in this Declaration shall be construed as limiting the Developer's rights established in Article XIII.
7. In addition to other obligations and duties heretofore set out in this Declaration, every unit owner shall:
 - a. Promptly pay the assessments levied by the Association.
 - b. Maintain in good condition and repair his unit and all interior surfaces within or surrounding his apartment unit whether or not a part of the apartment or common elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to his unit (such as electricity and water).
 - c. Be allowed to keep any pets, birds or other animals in his unit and the common elements except as provided by the regulations established by the Association, if any.
 - d. Conform and abide by the By-Laws and uniform rules and regulations promulgated by the Board of Directors of the Association.
 - e. Make no repairs to any plumbing or electrical wiring within a unit except by plumbers or electricians authorized to do such work by the management company or the Association. Plumbing and electrical repairs within a unit shall be the financial obligation of the owners of the unit and paid for forthwith, whereas the Corporation shall pay for and be responsible for plumbing repairs and electrical wiring within the common elements.

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items, listed below, as required by the Condominium Act, relating to HATTAWAY RIDGE CONDOMINIUM

ITEM	RECEIPT
A. <u>PROSPECTUS</u>	_____
B. <u>SUMMARY</u>	_____
C. <u>INDEX TO PROSPECTUS</u>	_____
D. <u>TEXT OF PROSPECTUS</u>	_____
E. <u>DECLARATION OF CONDOMINIUM WITH ITS ATTACHED EXHIBITS</u>	_____
1. LEGAL DESCRIPTION	_____
2. SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION	_____
3. PROPORTION OF OWNERSHIP OF COMMON ELEMENTS APPURTENANT TO EACH UNIT AND PROPORTION OF SHARING COMMON EXPENSES AND COMMON SURPLUS	_____
4. THE ARTICLES OF INCORPORATION	_____
5. BY-LAWS OF THE ASSOCIATION	_____
6. RULES & REGULATIONS OF THE ASSOCIATION	_____
7. COPY OF WARRANTY DEED	_____
F. CONTRACT FOR SALE AND PURCHASE OF THE CONDOMINIUM	_____
G. THE ESTIMATED OPERATING BUDGET FOR THE CONDOMINIUM AND THE SCHEDULE OF UNIT OWNERS EXPENSESES	_____
H. COPY OF THE AGREEMENT FOR ESCROW OF PAYMENTS MADE TO THE DEVELOPER PRIOR TO CLOSING	_____
I. COPY OF THE DOCUMENTS CONTAINING THE RESTRICTIONS ON THE USE OF THE PROPERTY	_____
J. RECEIPT FOR CONDOMINIUM DOCUMENTS	_____

Executed this _____ day of _____, 19_____.

PURCHASER

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EXHIBIT 6 **PAGE**

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges receipt of the items, listed below, as required by the Condominium Act, relating to HATTAWAY RIDGE CONDOMINIUM

ITEM	RECEIPT
A. <u>PROSPECTUS</u>	_____
B. <u>SUMMARY</u>	_____
C. <u>INDEX TO PROSPECTUS</u>	_____
D. <u>TEXT OF PROSPECTUS</u>	_____
E. <u>DECLARATION OF CONDOMINIUM WITH ITS ATTACHED EXHIBITS</u>	_____
1. LEGAL DESCRIPTION	_____
2. SURVEY, PLOT PLAN AND GRAPHIC DESCRIPTION	_____
3. PROPORTION OF OWNERSHIP OF COMMON ELEMENTS APPURTENANT TO EACH UNIT AND PROPORTION OF SHARING COMMON EXPENSES AND COMMON SURPLUS	_____
4. THE ARTICLES OF INCORPORATION	_____
5. BY-LAWS OF THE ASSOCIATION	_____
6. RULES & REGULATIONS OF THE ASSOCIATION	_____
7. COPY OF WARRANTY DEED	_____
F. CONTRACT FOR SALE AND PURCHASE OF THE CONDOMINIUM	_____
G. THE ESTIMATED OPERATING BUDGET FOR THE CONDOMINIUM AND THE SCHEDULE OF UNIT OWNERS EXPENSESES	_____
H. COPY OF THE AGREEMENT FOR ESCROW OF PAYMENTS MADE TO THE DEVELOPER PRIOR TO CLOSING	_____
I. COPY OF THE DOCUMENTS CONTAINING THE RESTRICTIONS ON THE USE OF THE PROPERTY	_____
J. RECEIPT FOR CONDOMINIUM DOCUMENTS	_____

Executed this ____ day of _____, 19____.

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EXHIBIT 6 **PAGE** 1

RIZZO & KOLTUN, P.A.

ATTORNEYS AT LAW