

DECLARATION OF CONDOMINIUM
OF
HICKORY GROVE CONDOMINIUM

SUBMISSION STATEMENT

Made by the undersigned Developer, for itself, its successors, grantees and assigns.

The undersigned Developer, being the owner of fee simple title of record to those certain lands located and situate in Pasco County, Florida, being more particularly described in Exhibit "A", attached hereto, does hereby submit the said land and improvements thereon to condominium ownership pursuant to the presently existing provisions of Chapter 718 of the Florida Statutes, as amended to the date hereof, hereinafter called the "Condominium Act", subject to existing easements and restrictions of record. Except where variances permitted by law appear in this Declaration or in the attached Exhibits, or in lawful amendments to the same, the provisions of the Condominium Act, as presently constituted, including the definitions therein contained, are adopted and included herein by express reference.

No Time - Share Estate is created herein.

ARTICLE 1. NAME

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

HICKORY GROVE CONDOMINIUM

ARTICLE 2. DEFINITIONS

The terms used in this Declaration and in its Exhibits shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 Apartment means unit as defined by the Condominium Act. The term, apartment, may be used interchangeably and with the same effect as the term, unit.

2.2 Apartment Owner means unit owner as defined by the Condominium Act. The term, apartment owner, may be used interchangeably and with the same effect as the term, unit owner.


* 2.3 Association means Hickory Grove Condominium Association, Inc.

2.4 Building means or is used to describe the two types of buildings within the Condominium property. The building on the West side of the Condominium property is located at 9 Turner Street and consists of eight (8) units, while the building on the East side of the Condominium property is located at 15 Turner Street and consists of six (6) "townhouse" type units. Within this document, the building type or street address assigned to that building may be used to delineate between the same where necessary.

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2.5 Condominium Unit Owner means the owner of a condominium apartment.

2.6 Common Elements shall include:

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- (a) All of those elements stated in the Condominium Act.
 - (b) Tangible personal property deemed required and proper by the Association for the maintenance and operation of the condominium, even though owned by the Association.
 - (c) All Condominium property not included in the units. Common elements shall include, but not necessarily be limited to, green areas, roads, drives, hallways, pool, elevator (in 8 unit building), and all of the above-described land and improvements subject to this Declaration which are not included within the boundaries of the individual units. Each unit owner shall be entitled to equal and full use and enjoyment of all of the common elements, except as they may be restricted by rules and regulations duly adopted by the Association's Board of Directors, which usage shall always be in recognition of the mutual rights and responsibilities of the unit owners.
 - (d) Easements for ingress and egress as set forth herein.
 - (e) Easements through apartments for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services to apartments and the common elements.
 - (f) An easement for support in every portion of an apartment which contributes to the support of a building.
 - (g) Installations for the furnishing of utility service to more than one apartment, or to the common elements, or to an apartment other than the apartment containing the installation.
 - (h) The property and installations in connection therewith required for the furnishing of services to more than one apartment, or to the common elements.

2.7 Limited Common Elements are those portions of common elements which are reserved for or attributable to the exclusive use of a unit owner, whether such use is assigned as an appurtenance to a unit or separate thereto. The limited common elements are those parking spaces not included in the general parking area or the East side of the condominium property, and do not include garage areas contained and included within units in the six (6) unit building. The use of limited common elements shall be assigned by the Association.

2.8 Common Expenses include:

- (a) Expenses of administration and management of the condominium property.

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- (b) Expenses of insurance, maintenance, operation, repair or replacement of the common elements, limited common elements, and of the portions of the units, if any, to be maintained by the Association.
 - (c) Costs and expenses of capital improvements and betterments and/or additions to the common elements.
 - (d) That portion of the expenses of administration and management of the Association attributable to the Condominium, as hereinafter set forth in this Declaration or its Exhibits.
 - (e) Expenses declared common expenses by the provisions of this Declaration or its Exhibits.
 - (f) Any valid charge or assessment against the Condominium property as a whole.
 - (g) Utility services to include water, sewage disposal and garbage collection, utility services of electric power, telephone service and other private utility services are charged against each unit and shall be the responsibility of the individual unit owner.
 - (h) Any common expense listed in Exhibit "E".

2.9 Condominium Parcel means a Unit or apartment together with an undivided fractional share in the Common Elements and Common Surplus which is appurtenant to the Unit.

2.10 Condominium Property means and includes all of the land and improvements in Hickory Grove Condominium.

2.11 Common Surplus means the excess of all receipts of the Association over and above the amount of common expenses.

ARTICLE 3. EXHIBITS

3.1 Exhibits are attached to this Declaration of Condominium which are incorporated by reference and made a part hereof, which exhibits are to be followed and adhered to in accord with the matters set out therein.

3.2 Listing of Exhibits.

- 2 (a) Composite Exhibit "A" - Legal description, survey, plot plan and graphic description of improvements.
- o/c (b) Exhibit "B" - Articles of Incorporation of the Association and Certificate of Incorporation.
- o/c (c) Exhibit "C" - By-Laws of the Association.
- (d) Exhibit "D" - Covenants, Restrictions, Rules and Regulations of Hickory Grove Condominium, as adopted by Developer and forming part of the Declaration which affect the use of the Condominium property and Units.
- (e) Exhibit "E" - Estimated Operating Budget; Budget delineations of services and duties of Association and schedule of Unit Owners' expenses.

- (f) Exhibit "F" - Typical Floor Plans showing units of two different types located in the improvements situate on the condominium property.

ARTICLE 4. DESCRIPTION OF CONDOMINIUM

4.1 Survey. There is attached hereto as an Exhibit and made a part hereof and recorded simultaneously herewith, a Survey, plot plan and graphic description of improvements, showing the units, common elements and limited common elements, their location and approximate dimensions in sufficient detail to identify them, and said survey, plot plan and graphic description of improvements and the notes and legends appearing thereon are made a part hereof and are deemed and identified as Exhibit "A". Said Exhibit has been certified to and in the manner required by Chapter 718.104 (4) (3), Florida Statutes.

4.2 Amendment of Plans. Developer reserves the right to change the interior design and arrangement of all units so long as Developer owns 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 purpose need be signed and acknowledged only by the Developer and need not be approved by the Association or apartment owners or their mortgagees whether or not elsewhere required for an amendment.

4.3 Alteration of Boundaries and Apartment Dimensions. Developer reserves the right to alter the boundaries between units so long as Developer owns the units so altered and to alter the boundaries of the common elements so long as the Developer owns the apartments 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 need be signed and acknowledged only by the Developer and approved by the Institutional Mortgagee or apartments affected, where the said apartments are encumbered by individual mortgages or where they are included in an overall construction mortgage on the Condominium building and such amendment shall not require the approval of apartment owners or the Association. No such change shall increase or decrease the number of units.

4.4 Identification of Units. Each unit shall be identified by the use of a letter, number or any combination thereof, all of which are graphically described in Exhibit "A".

ARTICLE 5. BOUNDARIES OF UNITS

5.1 Apartment Boundaries. Each apartment shall include that part of the building containing the apartment that lies within the boundaries of the apartment which boundaries are as follows:

- (a) The upper and lower boundaries of the apartment shall be the following boundaries extended to an intersection with the perimetrical boundaries:
 - (i) Upper boundaries - The horizontal plane of the undecorated finished ceiling.

- (ii) Lower boundaries - the horizontal plane of the undecorated finished floor, whether the same be concrete, slab or otherwise.
- (b) The perimetrical boundaries of the apartment shall be the vertical planes of the undecorated finished interior of the walls bounding the apartment extending to intersections with each other and with the upper and lower boundaries, and where there is attached to the building a balcony or terrace or porch, the perimetrical boundaries shall be extended to include the same.

5.2 Townhouse Units - 15 Turner Street. With respect to the six (6) units within the townhouse building located at 15 Turner Street, the foregoing boundaries described in paragraph 5.1 are to be effective on each floor level, including the garage level, all as described in Exhibit "A" . All stairwells or means of vertical access are to be the responsibility of the unit owner, and shall form and be part of a unit that is subject to individual ownership.

5.3 Door and Glass. All doors and glass which are part of and within the perimeter walls shall be deemed a part of the unit which is subject to individual ownership.

ARTICLE 6. EASEMENTS

6.1 Provision for and Reservation of Easements. Easements are expressly provided for and reserved in favor of the unit owners, lessees, guests and invitees as follows:

- (a) Utilities - Easements are reserved through the Condominium property as may be required for utility services in order to serve the condominium adequately. Said service and utility easement shall include the right of the Developer, Association or Utility companies to gain access to and service utility lines and areas within the boundary lines of a unit, so long as any damage is repaired. All utility lines and equipment shall constitute either common elements or the property of the utility company furnishing the utility service. The Association may deed or convey any lines and equipment to the utility if such is required to obtain service, and the same may be done by Association and/or Developer without joinder or consent being required by any Unit Owner or holder of a mortgage encumbering a Unit.
- (b) Encroachments. In the event that any apartment or unit shall encroach upon any of the common elements or upon any other apartment or unit for any reason other than the intentional or negligent act of the apartment or unit owner, or in the event any common element shall encroach upon any apartment, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

(c) Traffic Easement. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the common elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the common elements as may from time to time be paved and intended for such purposes, and such easement shall be for the use and benefit of the apartment owners, Developer and all those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium property except to the extent that space may be specifically designated and assigned for parking purposes. This easement shall also exist upon any condominium property for peaceful ingress and egress to prevent abutting properties from being landlocked or otherwise denied reasonable access to and from the public ways, providing, however, that the use of same shall not be inconsistent with the peaceful and lawful use of the condominium property. Nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that the space is specifically designated and assigned for parking with Exhibit "A".

ARTICLE 7. APPURTENANCES TO UNITS

7.1 Ownership of Common Elements and Common Surplus; and Responsibility for Common Expenses. Each Unit or Apartment Owner shall own an undivided share, which certain interest is described hereinafter, in the common elements and common surplus of the condominium property, which share and the interest shall be appurtenant to the Unit.

Each unit shall include as an appurtenance the exclusive possession of such Unit and an undivided share in the common elements and the right to use the common elements subject to the provisions, rules and regulations provided for herein, in conjunction with other Unit owners.

Each Unit Owner's individual share and interest in common elements and surplus, except for Unit Fourteen (14), is the undivided fractional share or percentage of 7.14285. Unit Fourteen (14) has an undivided fractional share or percentage share in the common elements and common surplus, which undivided fractional share or percentage share is 7.14295. The above shares and interests were arrived at by dividing the number of Units, which is Fourteen (14) into One Hundred (100%) per cent. The difference in Unit Fourteen (14) from the other thirteen (13) units is due to the fact that Fourteen (14) which is the total number of units, is not an even integral of One Hundred (100%) per cent. The basis for assigning Unit Fourteen (14) the fractional share or percentage it possesses is due to Florida Statute Chapter 718.110 (5) which requires that the sum total of shares of common elements, sum total of the shares of common expenses or

ownership of common surplus equal One Hundred (100%) per cent. Thus, the fractional share or interest expresses shall bear no relation to the square footage of a Unit relative to the total square footage of all of the Condominium unit located in the Condominium. Further, the fractional shares or percentage shares expressed herein shall be operative and applicable also to the proportions or percentages of and manner of sharing common expenses among unit owners, which is in accord with Florida Statute Chapter 718.104 (4) (g), which provides the proportions or percentages of and manner of sharing common expenses and owning common surplus and elements which for a resident of a condominium, must be the same as the undivided shares in the common elements. All common expenses shall be borne by the condominium unit owners in accord with the foregoing.

ARTICLE 8. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium property and restrictions upon its alteration and improvement shall be as follows:

8.1 Apartments.

(a) By the Association: The Association shall maintain, repair and replace at the Association's expense:

- (1) All common elements and limited common elements,
- (2) All portions of an apartment, except interior surfaces, contributing to the support of the apartment building, which portion shall include but not be limited to load-bearing columns and load-bearing walls.
- (3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of an apartment that service part or parts of the condominium other than the apartment or unit within which contained.
- (4) All mechanical damage caused to an apartment by reason of maintenance, repair and replacement accomplished pursuant to the provisions of the above paragraphs.
- (5) All those charges, expenses and duties delineated in Article 2.8 and within any and all provisions of this Declaration or its Exhibits.

(b) By the Unit Owner: The responsibilities of the unit or apartment owner for maintenance, repair and replacement shall be as follows:

- (1) To maintain, repair and replace at his expense all portions of his apartment except the portions to be

maintained, repaired and replaced by the Association. Included within the responsibility of the apartment owner shall be windows, screens and doors opening into or onto his apartment. All such maintenance, repairs and replacement shall be done without disturbing the rights of other apartment owners.

- (2) To promptly report to the Association any defect or need for repairs for which the Association is responsible.
- * (3) An Apartment owner shall not paint or otherwise decorate, change or alter the appearance of any portion of the exterior of the apartment building or unit or any exterior surface of any entry doors to his condominium unit without the prior approval, in writing, of the Association.
- (4) Each unit owner shall maintain in good condition and repair the interior and exterior of all tangible property placed within the boundaries of his unit and shall pay for all utilities separately charged to his unit.

8.2 Parking Spaces. The Association shall maintain and repair at the Association's expense all parking spaces, including those which have been assigned as an appurtenance to an apartment, except the parking levels contained within units located in the building located on the East side of the condominium property, and known as 15 Turner Street.

8.3 Recreation Areas. Maintenance, repair, replacement, alteration and improvement of the Recreation Area shall be by the Association at the Association's expense.

* 8.4 Alteration and Improvement. After the completion of the improvements included in the common elements, which are contemplated in the Declaration; there shall be no alteration or further improvements of common elements without the prior approval in writing, by ten out of the fourteen apartment owners of record together with the approval of the Association and their respective mortgagees. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any apartment owner without his consent. This paragraph shall have no application to the rights vested in the Developer pursuant to the provisions of Article 4.2.

ARTICLE 9. ASSESSMENT AND COMMON EXPENSES

9.2 Liability for Common Expenses. Each Unit Owner shall be liable for a portionate share of the common expenses, such share being the same as his undivided share in the common elements and common surplus. Reference should be made to Article 7.1 which states the basis for the determination of unit shares in common elements and common surplus. The estimated operating budget for the condominium as a whole and initial monthly maintenance or assessment for each Unit has been set forth in Exhibit "E" which is the Estimated Operating Budget.

Acceptance of the deed to the Unit constitutes ratification of said Agreement. Any future increases or decreases in these initially designated common expenses and monthly maintenance charges shall be equitably assessed among the varying Units in the ratio hereinabove established.

A unit owner, regardless of how title is acquired, including a purchaser at a judicial sale, shall be liable for all assessments coming due while he is the unit owner. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses up to the time of the conveyance, without prejudice, to any right the grantee may have to recover from the grantor the amounts paid by the grantee.

9.2 Assessments. The making and collection of assessments against each unit owner for common expenses, as specified in this Declaration and its Exhibits and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws of the Association, subject to the following provisions:

(a) Interest; Application of Payments. Assessments and installments on such assessments paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid five (5) days after the date when due, shall bear interest at the rate of ten (10) per cent per annum from the date when due until paid. All payments on accounts shall be first applied to interest and then to the assessment payment first due.

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(b) Lien for Assessments. The Association shall have a lien against each Unit for any unpaid assessments, including sums due by reason of acceleration, against the Owner thereof, and for interest accruing thereon, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of the County where located by filing a claim therein which states the legal description of the Unit, and the amount claimed to be due and the due dates and the said lien shall continue in effect until all sums secured by the lien shall have been paid or until barred by Florida Statutes, Chapter 95.

Such claims of lien shall be signed and verified by an officer of the Association, or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien to be prepared by and recorded at his expense. All such liens recorded subsequent to the date of recording the claim of lien may be foreclosed by suit brought in

the name of the Association in the same manner as a foreclosure of a mortgage on real property. The Association may also, at its option, sue to recover a money judgment for unpaid assessments, without thereby waiving the lien securing the same. In the event an institutional lender as holder of a first mortgage of record shall obtain title to a Unit as the result of a conveyance in lieu of a foreclosure of such first mortgage, such mortgage shall not be liable for that share of the common expenses or assessments by the Association pertaining to such Unit or Condominium parcel or chargeable to the former Unit Owner of such parcel, which became due prior to the acquisition of title as the result of the foreclosure, unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. Such unpaid share of common expenses or assessment shall be deemed to be common expenses collectible from all of the Unit Owners, including such acquirer, his successors and assigns. A first mortgage acquiring title to a Condominium parcel as a result of a foreclosure, or a deed in lieu of foreclosure, may not, during the period of its ownership of such parcel, whether or not such parcel is unoccupied be excused from the payment of some or all of the common expenses coming due during the period of such ownership. For purposes of this section "institutional lender" shall mean any real estate investment trust, savings and loan association, commercial bank or life insurance company, commercial mortgage company authorized to do business in the State of Florida, or any other first mortgage lender. During the time the Developer is performing maintenance services, it shall have a lien for non-payment of the initial monthly maintenance or assessment, which is to be paid to it by the Unit Owners in accord with the provisions of this Declaration. Said lien shall be in favor of the Developer in accord with these provisions, including reasonable attorneys fees.

9.3 Collection. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments from Unit Owners and shall use such remedies for collection as are allowed by this Declaration and exhibits and By-Laws of the laws of the State of Florida.

9.4 Acceleration. Upon a default and due notice of default, the Association may accelerate the monthly maintenance for a period of one (1) year and declare the whole sum due and payable immediately.

ARTICLE 10. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

10.1 Membership in Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and By-Laws of the Association and by acceptance of a deed to a Unit. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for common expenses. Each Unit shall be entitled to one (1) vote in the Association, including the Developer.

10.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association which sets forth its powers and duties, is attached as Exhibit "A" and made a part hereof.

10.3 By-Laws. A copy of the By-Laws of the Association is attached as Exhibit "C" and made a part hereof.

10.4 Limitation upon Liability of Association. Notwithstanding the duty of the Association to maintain and repair portions of the Condominium Property, the Association shall not be liable to Unit Owners for personal injury or property damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other Owners or persons.

10.5 Restraint upon assignment of shares and assets. The Unit Owners' share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to this Unit.

10.6 Proviso. The Association may not, while Units are held for sale by the Developer, without the Developer's consent, do any act prohibited by Florida Statutes Chapter 718.301 (3).

ARTICLE 11. INSURANCE

The insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

11.1 Authority to Purchase; Name Insured. All insurance policies upon the Condominium Property not included in individual Units shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

11.2 Personal Property and Liability Coverage of Unit Owner. Unit Owners should obtain coverage at their own expense upon their individually owned Unit, personal property, furnishings and fixtures and for their personal liability and living expense, and such insurance shall not be the responsibility of the Condominium Association.

11.3 Coverage.

(a) Casualty. All buildings which may be installed by the Association and improvements which are owned in common upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property which is owned in common, included in the Common Elements, shall be insured for its value, all as shall be determined annually by the Board of Directors. Coverage shall afford protection against:

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

(b) 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 vehicles, owned and non-owned vehicle coverages and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner. Public liability shall be obtained for all functions and maintenance undertaken by the Association.

(c) Workmen's Compensation insurance to meet the requirements of law shall be obtained for all employees.

(d) Such other insurance that the Board of Directors of the Association shall determine from time to time to be desirable.

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

11.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a named Insurance Trustee (hereinafter referred to as the Insurance Trustee), as Trustee, or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration. The Insurance Trustee shall not be liable for payment of premiums 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 hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

(a) Proceeds on account of damage to Common Elements and Limited Common Elements. An undivided share for each Unit Owner, such share being the same as the undivided share in the common elements and common surplus appurtenant to his Unit.

(b) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit 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 any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to for the reduction of a mortgagee debt any insurance proceeds except distribution of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt, any or all sums of insurance proceeds applicable to its mortgaged Unit in the following events:

1. Its mortgage is not in good standing and is in default, and
2. Insurance proceeds are insufficient to restore or repair the Unit to the condition existing prior to the loss and additional monies are not available for such purpose.

(c) Insurance Trustee. An Insurance Trustee need not be appointed until there exists a major damage as defined at Paragraph 12.1 (b) 2, or until there shall have been a request by a first mortgagee for such appointment.

11.6 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:

(a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.

(b) If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial owners, remittances to Unit Owners and their mortgagees, being payable, jointly to them. This is a covenant for the benefit of, and may be enforced by any mortgagee of a Unit.

(c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall be reconstructed or repaired, the Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit.

(d) In making distribution to Unit 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 Unit Owners and their respective shares of the distribution.

11.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim and to do any act of an Insurance Trustee as described above in the event an Insurance Trustee is not appointed.

ARTICLE 12. RECONSTRUCTION OR REPAIR AFTER CASUALTY

12.1 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:

(a) Common Elements. If the damaged improvement is a common element, then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.

(b) Damage.

1. Lesser Damage. If the damaged improvement is a building or other common element, and if the Units to which sixty (60%) per cent or less of the common elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

2. Major Damage. If the damaged improvement is a building or other common element, and if units to which more than sixty (60%) per cent 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 unless within sixty (60) days after the casualty, the Owners of eighty (80%) per cent of the common elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

12.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in a building, by the Owners of not less than ten out of fourteen Unit Owners of record, together with the approval of the institutional mortgagees holding first mortgages upon all damaged Units, which approval shall not be unreasonably withheld.

12.3 Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the 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.

12.4 Estimates of cost. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

12.5 Assessments. If the proceeds of 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, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to common elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to common elements shall be in proportion to the Owner's obligation for common elements.

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

(a) Association. If the total assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand (\$10,000.00) Dollars, 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 disburse them in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of casualty, and the sums deposited with the Insurance Trustee by the Association from collections of assessments against the Unit Owners on account of such casualty shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

1. Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than Ten Thousand (\$10,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided, however, that upon request by a mortgagee that is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.
2. Association - Major Damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is more than Ten Thousand (\$10,000.00) Dollars, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.
3. Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner, shall be paid to the Owner, or if there is a mortgagee endorsement as to the Unit, then to the Owner thereof and the mortgagee jointly, who may use such proceeds as they may be advised.
4. 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; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.
5. Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, not to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine the payee, nor the amount to be paid. Instead, the Insurance Trustee

release or discharge the Owner thereof from compliance with any of his obligations and duties as a Unit Owner. All of the provisions of this Declaration, By-Laws and Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit as a tenant to the same extent as against a Unit Owner and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association and the terms and provisions of the Declaration of Condominium and By-Laws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not. Leases shall only be to tenants over the age of eighteen (18) years. The Developer shall have the absolute right to lease without Association approval so long as the same is to three (3) adults for single family residence purposes subject to occupancy restrictions described above.

13.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements or Units unless the nature of the sign has been approved by the Association, except that the right is specifically reserved in the Developer to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit he may from time to time own, and with the same right is reserved to any institutional first mortgagee which may become the Owner of a Unit and to the Association as to any Unit which it may own.

* 13.7 Prohibited Vehicles. " " " " " " No trucks, trailers, camper type vehicles or other commercial vehicles shall be parked in any parking space within a Unit except such temporary parking spaces provided for the purpose as may be necessary to effectuate deliveries to the Condominium, the Association or Unit Owners, or resident.

13.8 Regulations. Reasonable Rules and Regulations concerning the use of Condominium Property may be made and amended from time to time in the manner provided by the Declaration. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

13.9 Proviso. Until the Developer has closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, nor the use of the Condominium Property shall interfere with the sale of the Units. Developer may make such use of the unsold Units, Common Elements and common areas as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property and the display of signs. In the event the Developer has ownership of Units which he has leased and is receiving rents, then the Developer shall be obligated to pay its share of common expenses on such units, with no further charges being assessable in favor of the Association or Unit Owners.

ARTICLE 14. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by an Owner other than the Developer shall be subject to the following provisions as long as the Condominium exists upon the land.

14.1 Transfers subject to approval. No Unit Owner except the Developer, may either acquire or dispose of any Unit

* by sale, lease, gift, devise, inheritance or other transfer of title or possession without the written consent of the Association, except as hereinafter provided. In the event of transfer of title by operation of law, the continued ownership is subject to the written approval of the Association, except as hereinafter provided.

*14.2 Approval by Association. The written approval of the Association that is required for the transfer of title of a Unit shall be obtained in the following manner:

(a) Notice to Association.

1. Sale. A Unit Owner intending to make a bona fide sale of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended purchaser and such other information concerning the intended purchaser as the Association may reasonably require. Such notice at the Unit Owner's option may include a demand by the Unit Owner that the Association furnish a purchaser of the Unit if the proposed purchaser is not approved; and if such demand is made, the notice shall be accomplished by an executed copy of the proposed contract to sell.

2. Lease. A Unit Owner intending to make a bona fide lease of his Unit to any interest therein, shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require and an executed copy of the proposed lease.

3. Gift, devise, inheritance or other transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously specified, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require and a certified copy of the instrument evidencing the Owner's title.

4. Failure to give notice. If the above required notice to the Association is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice, may approve or disapprove the transaction, ownership or possession. If the Association disapproves of the transaction, ownership or possession, the Association shall proceed as if it had received the required notice on the date of such disapproval.


(b) Certificate of Approval.

1. Sale. If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information, the Association must either approve or

disapprove the proposed transaction.
If approved, the approval shall be by
a certificate in recordable form executed
by the Association.

2. Lease. ~~If the proposed transaction is
a lease, then within thirty (30) days
after receipt of such notice and inform-
ation, the Association must either
approve or disapprove the proposed
transaction. If approved, the approval
shall be by a certificate in a non-
recordable form executed by the
Association.~~

3. Gift, devise or inheritance; other trans-
fers. If the Unit Owner giving notice
has acquired his title by gift, devise
or inheritance, or any other manner,
then within thirty (30) days after
receipt of such notice and information,
the Association must either approve or
disapprove the continuance of the Unit
Owner's ownership of his Unit. If
approved, the approval shall be by
a certificate in recordable form
executed by the Association.

 (c) Approval of corporate owner or purchaser. Inasmuch
as the Condominium may be used only for residential purposes
and a corporation cannot occupy a Unit for such use, if the
Unit Owner, purchaser or lessee of a Unit is a corporation,
the approval of ownership or lease by the corporation may be
conditioned by requiring that all persons occupying the Unit
be approved by the Association.

*(d) Screening Fees. The Association shall require
the deposit of a reasonable screening fee simultaneously with
the giving of a notice of intention to sell or lease, or of
transfer by gift, devise or inheritance for the purpose of
defraying the Association's expenses and providing for the time
involved in determining whether to approve or disapprove the
transaction or continued ownership by a transferee, said
screening fee shall be a reasonable fee to be set from time
to time by the Association, which shall not exceed the maximum
fee allowed by law.

14.3 Disapproval by Association. If the Association
shall disapprove a transfer of ownership of a Unit, the matter
shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale
and if the notice of sale given by the Unit Owner shall so
demand, then within thirty (30) days after receipt of such
notice and information, the Association shall deliver or mail
by registered mail to the Unit Owner an agreement to purchase
the Unit by a purchaser approved by the Association, or an
agreement to purchase signed on behalf of the Association by
its President and attested by its Secretary, in which event
the Unit Owner shall sell the Unit to the named purchaser
at the price and upon the terms stated in the disapproved
contract to sell, or upon mutually agreed terms.

1. The sale shall be closed within thirty
(30) days after delivery or mailing of
the agreement to purchase, or upon the
date designated in the disapproved
contract, whichever date shall be later.
2. If the Association shall fail to purchase
or provide a purchaser upon demand of the
Unit Owner in the manner provided, or if

the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form.

~~* (b) Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval, in writing, and the lease shall not be made. However, the Association shall not unreasonably withhold approval.~~

(c) Gift, devise or inheritance; other transfers.
If the Unit Owner giving the notice has acquired his title by gift, devise or inheritance, or any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit Owner, an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

1. The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association, who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.
2. The purchase price shall be paid in cash.
3. The sale shall be closed within thirty (30) days following determination of the sale price.
4. If the Association shall fail to provide a purchaser as required by this instrument, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form, to the Unit Owners.

14.4 Exceptions. The foregoing provisions of this Section entitled "Maintenance of Community Interests" shall not apply to a transfer to, or purchase by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution that so acquires its title. Neither shall such

provisions apply to the Developer, to any person who is an officer, stockholder, or Director of the Developer, or to any corporation having some or all of its directors, officers, or stockholders in common with the Developer, and any such person or corporation or any limited partner or general partner, shall have the right to freely sell, lease, transfer or otherwise deal with the title and possession of a Unit, without complying with the provisions of this section, and without the approval of the Association.

* 14.5 Unauthorized transactions. Any sale, mortgage, lease or transfer not authorized pursuant to the terms of this Declaration, shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

14.6 Notice of lien or suit.

(a) A Unit Owner shall give notice, in writing, to the Association of every lien upon his Unit other than for authorized mortgages, taxes and special assessments within five (5) days after the attaching of the lien.

(b) Notice of Suit. A Unit Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given within five (5) days after the Unit Owner shall receive knowledge or notice thereof.

(c) Failure to comply. Failure to comply with this subsection concerning liens, will not affect the validity of any judicial sale.

14.7 Whenever in this section an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any Unit, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object, in writing, to such sale, transfer, pledging or leasing within ninety (90) days after the date thereof, or within thirty (30) days of the date of upon which the purchaser, transferee or lessee shall take possession of the premises, whichever date shall be later, shall constitute waiver by the Association of objection to the written consent otherwise required by this section and the Association upon demand shall forthwith deliver consent in recordable form.

ARTICLE 15. PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase Unit subject to the following provisions:

15.1 Decision. The decision of the Association to purchase a Unit shall be made by its Directors, without the necessity of approval by its membership, except as is hereinafter expressly provided.

15.2 Limitation. If at any time the Association shall be the Owner or agreed purchaser of two or more Units, it may not purchase any additional Units without the prior written approval of ten out of fourteen Unit Owners of record. A Unit Owner whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Units to be purchased at public sale, resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the money due the Association, nor shall the limitations of this paragraph apply to Units to

be acquired by the Association in lieu of foreclosure of such liens if the consideration therefore does not exceed the cancellation of such lien.

ARTICLE 16. RIGHTS OF DEVELOPER

Notwithstanding anything herein to the contrary, the Developer shall have the right of first refusal to purchase any Unit which the Association shall have the right to purchase upon the same price and at the same terms available to the Association, such right of first refusal to continue until such time as the Developer shall have completed, sold and closed on the sale of all Units in the Condominium.

ARTICLE 17. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and By-Laws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or Developer or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

17.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit or its appurtenances, or of the common elements, by the Unit Owner.

X 17.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the By-Laws or the Rules and Regulations adopted pursuant to them or any of the exhibits set out in Article 3, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and recover such reasonable attorneys' fees as may be awarded by the Court.

17.3 No waiver of rights. The failure of the Association or any Unit Owner to enforce any covenant, restrictions or other provision of the Condominium Act, this Declaration, the Article of Incorporation of the Association, the By-Laws or the Rules and Regulations, shall not constitute a waiver of the rights to do so thereafter.

ARTICLE 18. AMENDMENTS

Except as provided herein, this Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association, may be amended in the following manner:

18.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

18.2 A Resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

18.3 (a) No additions or amendments to any of the provisions of this Declaration or its Exhibits may be made unless pursuant to Article 18.3 (b).

(b) A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by Unit Owners of the Association. Unit Owners may propose such an amendment by instrument, in writing, directed to the President or Secretary of the Board signed by not less than twenty-five (25%) per cent of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon any amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board of Directors shall call a meeting of the Unit Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person, or by proxy, at the meeting considering the amendment may express their approval in writing provided such approval is delivered to the Secretary at or prior to the meeting. Except as provided herein, such approvals must be either by:

1. No less than sixty-six and two thirds (66-2/3) per cent of the entire membership of the Board of Directors (and) not less than ten (10) out of fourteen (14) members of the Association; or
2. Not less than ten (10) out of fourteen (14) Unit Owners of record; or
3. In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed.

(c) The Association, pursuant to an amendment process following provisions of Article 18.3 (b), may enter into agreements with Developer and other parties and acquire such interests as are specified in Florida Statutes Chapter 718.114 and purchase unsold Units even though the operative effect is to decrease or increase the number of Units and hence change the proportions or percentages of and manner of sharing common expenses and owning common surplus and common elements except the same shall be recomputed in accord with the provisions of this Declaration unless the manner of computation is amended. The provisions of this subsection are not intended to conflict with Florida Statute Chapter 718.110 (6) in that it is recognized that if the Association were to buy Units within the Condominium, then of necessity the procedures specified therein would be followed.

18.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner, nor against any Unit or class or group of Units, unless the Unit Owners so effected shall consent; and no amendment may change the configuration or size of any condominium unit in any material fashion, materially alter or modify the appurtenances to the unit, or change the proportion or percentage by which the owner of the parcel shares the common expenses and owns the common surplus unless ten (10) out of fourteen (14) Unit Owners of record and over seventy (70%) per cent of holders and owners of unit mortgages on such Units shall join in the execution of the amendment. The Developer may amend this Declaration and its Exhibits, change plans, alter boundaries and apartment dimensions pursuant to Article 4. No amendment to the declaration may permit time-share estates to be created in any unit of the condominium unless the record owner of each

unit of the condominium and the record owners of liens on each unit of the condominium join in the execution of the amendment. Any vote by the Association's membership dealing with any provision of this Article to amend the Declaration relating to a change in percentage of ownership in the common elements or sharing of the common expenses shall be conducted by secret ballot. Notwithstanding any limitation in this Declaration otherwise, the Association has the power to purchase any land and/or recreation lease upon the approval of the number of members required to amend this Declaration. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless ten (10) out of fourteen of the Unit Owners of record and over seventy (70%) per cent of holders and owners of Unit mortgages shall join in the execution of such amendment. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment.

18.5 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

ARTICLE 19. TERMINATION

The Condominium may be terminated in the following manner, in addition to the manner provided by the Condominium Act:

19.1 Destruction. If it is determined as provided herein that the Condominium Property shall not be reconstructed because of a major damage, the Condominium plan of ownership shall be terminated as provided.

19.2 Agreement. The Condominium may be terminated at any time by the approval, in writing, of all record Owners of Units and all record Owners of mortgages on Units. Notice of a meeting at which the proposed termination is to be considered shall be given by the Association through its President and Secretary not less than thirty (30) days prior to the date of such meeting; provided that there is obtained the approval of Owners of record of not less than ten (10) out of fourteen (14) Units and the approval of all record Owners of mortgages upon the Units are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of the termination, said option to continue for a period of sixty (60) days from the date of such meeting. Said Notice shall specifically describe the proposals for termination and shall recite in full all applicable provisions of the Declaration. Notice of a proposed termination will be given only after at least ten (10) out of fourteen (14) Unit owners of record have proposed the same. Approval by a Unit Owner of a Unit, or of a mortgage encumbering a Unit shall be irrevocable until expiration of the aforesaid option to purchase the Unit of Owners not so approving and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of option. The option shall be

exercised by delivery or mailing by registered mail to each of the following record Owners of the Units to be purchased, an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value but not less than the amount of lien placed on the Unit, if any, determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance, the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

(d) Closing. The sale shall be closed within thirty (30) days following determination of the sale price.

19.3 Certificate. Termination of the Condominium in either of the foregoing matters shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the fact effectuating the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate.

19.4 Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the common elements appurtenant to the Owners' Units prior to the termination.

19.5 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record Owners of mortgages upon the Units.

ARTICLE 20. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase, word or other provision of this Declaration of Condominium and the Articles of Incorporation, By-Laws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

ARTICLE 21. DECLARATION OF CONDOMINIUM BINDING UPON DECLAROR, ITS SUCCESSORS AND ASSIGNS AND SUBSEQUENT OWNERS

21.1 Restrictions. The restrictions and burdens

imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and this Declaration of Condominium both under this Article and under the Condominium Act shall be binding upon Developer, its successors and assigns and upon all parties who may subsequently become owners of units in the condominium, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Developer has executed this Declaration this _____ day of _____, 1978.

Signed, Sealed and Delivered in presence of:

PHASE I HOMES, INC..
a Florida corporation

By _____
Roy M. Speer, President

Attest: _____
Phyllis Lynne Brush, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, the undersigned authority, duly authorized to take oaths and administer acknowledgments, personally appeared ROY M. SPEER and PHYLLIS LYNNE BRUSH, as President and Secretary respectively of PHASE I HOMES, INC., a Florida corporation, and who executed the foregoing instrument and acknowledged to and before me that they executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal at Holiday, Pasco County, Florida, this _____ day of _____, 1978.

Notary Public
State of Florida at Large

My Commission Expires:

JOINDER BY ASSOCIATION

For good and valuable considerations, HICKORY GROVE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, HICKORY GROVE CONDOMINIUM ASSOCIATION, INC., has this _____ day of _____, 1978, caused these presents to be signed in its name by its President and its corporate seal affixed, and attested by its Secretary.

Signed, Sealed and Delivered in the presence of:

HICKORY GROVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation

By _____
Roy M. Speer, President

Attest: _____
Phyllis Lynne Brush, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, the undersigned authority, duly authorized to take oaths and administer acknowledgments, personally appeared ROY M. SPEER and PHYLLIS LYNNE BRUSH, as President and Secretary respectively of HICKORY GROVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, and who executed the foregoing instrument and acknowledged to and before me that they executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal at Holiday, Florida, this _____ day of _____, 1978.

Notary Public
State of Florida at Large

My Commission Expires:

JOINDER OF MORTGAGEE

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEARWATER, a corporation, the owner and holder of a mortgage dated _____, recorded in Official Record Book _____, page _____, of the Public Records of Pinellas County, Florida, hereinafter called the "Mortgagee", does hereby join in the making of the foregoing Declaration of Condominium and the Mortgagee agrees that the lien of said mortgage shall hereafter be upon, but not limited to, each and every of the parcels set forth and referred to in said Declaration.

IN WITNESS WHEREOF, FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEARWATER, a corporation, has this _____ day of _____, 1978, caused these presents to be signed in its name by its President and its corporate seal affixed and attested by its Secretary.

Signed, Sealed and Delivered
in the presence of:

FIRST FEDERAL SAVINGS AND LOAN
ASSOCIATION OF CLEARWATER

By _____
President

Attest: _____
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF _____

BEFORE ME, the undersigned authority, duly authorized to take oaths and administer acknowledgments, personally appeared _____ and _____, as President and Secretary respectively of FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF CLEARWATER, a corporation, and who executed the foregoing instrument and acknowledged to and before me that they have executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal at _____, Florida, this _____ day of _____, 1978.

Notary Public
State of Florida at Large

My Commission Expires:

imposed by the covenants of this Declaration of Condominium are intended to and shall constitute covenants running with the land, and this Declaration of Condominium both under this Article and under the Condominium Act shall be binding upon Developer, its successors and assigns and upon all parties who may subsequently become owners of units in the condominium, their respective heirs, legal representatives, successors and assigns.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 6th day of August, 1979.

Signed, Sealed and Delivered in presence of:

PHASE-T HOMES, INC., a Florida corporation

Merrill D. Givens

By Roy M. Speer, President

Laura J. Rooster

Attest: Phyllis Lynne Brush, Secretary

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, the undersigned authority, duly authorized to take oaths and administer acknowledgments, personally appeared ROY M. SPEER and PHYLLIS LYNNE BRUSH, as President and Secretary respectively of PHASE-T HOMES, INC., a Florida corporation, and who executed the foregoing instrument and acknowledged to and before me that they executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal at Holiday, Pasco County, Florida, this 6th day of August, 1979.

Carol Wilson
Notary Public
State of Florida at Large

My Commission Expires: NOVEMBER 15, 1981

JOINER BY ASSOCIATION

For good and valuable considerations, HICKORY GROVE CONDOMINIUM ASSOCIATION, INC., a Florida non-profit corporation, hereby agrees to accept all the benefits and all of the duties, responsibilities, obligations and burdens imposed on it by the provisions of the Declaration.

IN WITNESS WHEREOF, HICKORY GROVE CONDOMINIUM ASSOCIATION, INC., has this 6th day of August, 1979, caused these presents to be signed in its name by its President and its corporate seal affixed, and attested by its Secretary.

Signed, Sealed and Delivered in the presence of:

HICKORY GROVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation

Merrill D. Givens

By Roy M. Speer, President

Laura J. Rooster

Attest: Phyllis Lynne Brush, Secretary

STATE OF FLORIDA
COUNTY OF PASCO

BEFORE ME, the undersigned authority, duly authorized to take oaths and administer acknowledgments, personally appeared ROY M. SPER and PHYLLIS LYDNE BRUSH, as President and Secretary respectively of HICKORY GROVE CONDOMINIUM ASSOCIATION, INC., a Florida corporation, and who executed the foregoing instrument and acknowledged to and before me that they executed the said instrument for the purposes therein expressed.

WITNESS my hand and official seal at Holiday, Florida, this 12 day of August, 1979.

David Wilson
Notary Public
State of Florida at Large



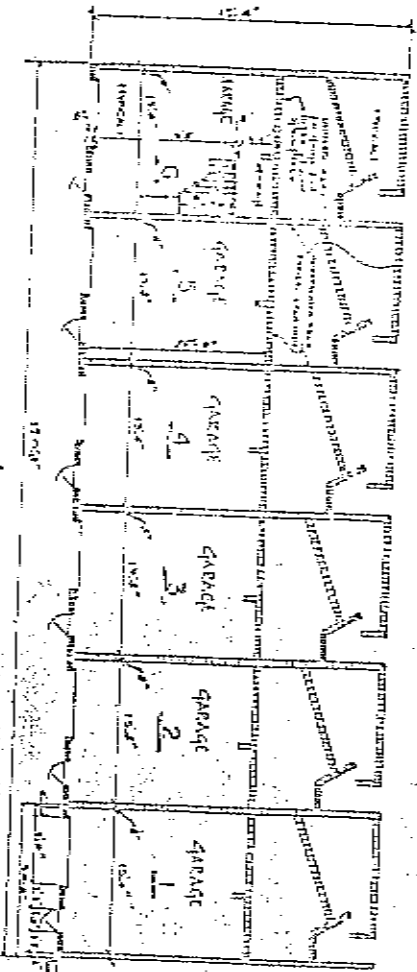
My Commission Expires:

NOTARY PUBLIC - HOLIDAY, FLORIDA
COMMISSION EXPIRES 12/31/81
DAVID WILSON, NOTARY

HICKORY GROVE CONDOMINIUM

BEING A PORTION OF THE SOUTH 1/2 OF SECTION 16,
TOWNSHIP 29 SOUTH, RANGE 15 EAST, PENNELLAS COUNTY,
FLORIDA.

BUILDING NO. 1



| UNIT NO. | AREA (SQ. FT.) | PERCENTAGE OF TOTAL AREA |
|--------------|----------------|--------------------------|
| 1 | 1,100 | 22.0% |
| 2 | 1,100 | 22.0% |
| 3 | 1,100 | 22.0% |
| 4 | 1,100 | 22.0% |
| 5 | 1,100 | 22.0% |
| TOTAL | 5,500 | 100.0% |

NO. 1119 FILED ON 11-29-56 BY L. D. BARN

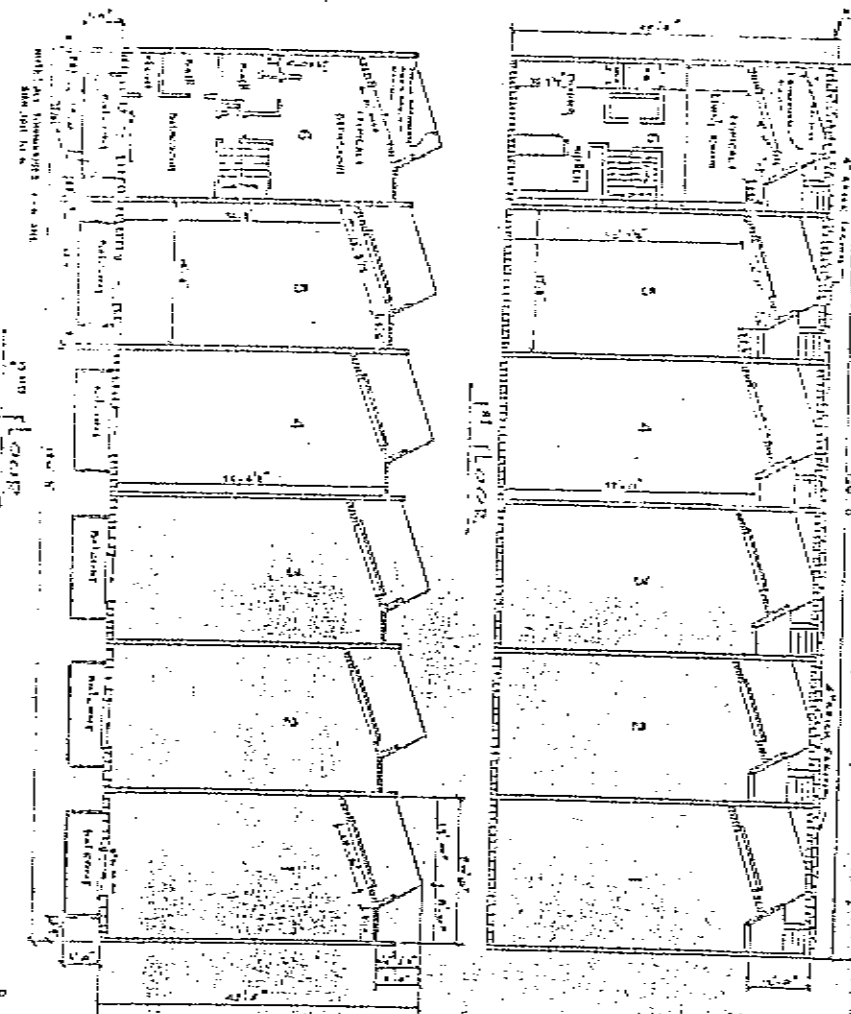
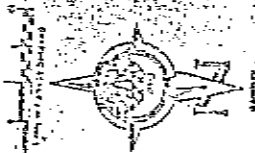


HICKORY GROVE

CONDOMINIUM

BEING A PORTION OF THE SOUTH 1/2 OF SECTION 16,
TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY,
FLORIDA

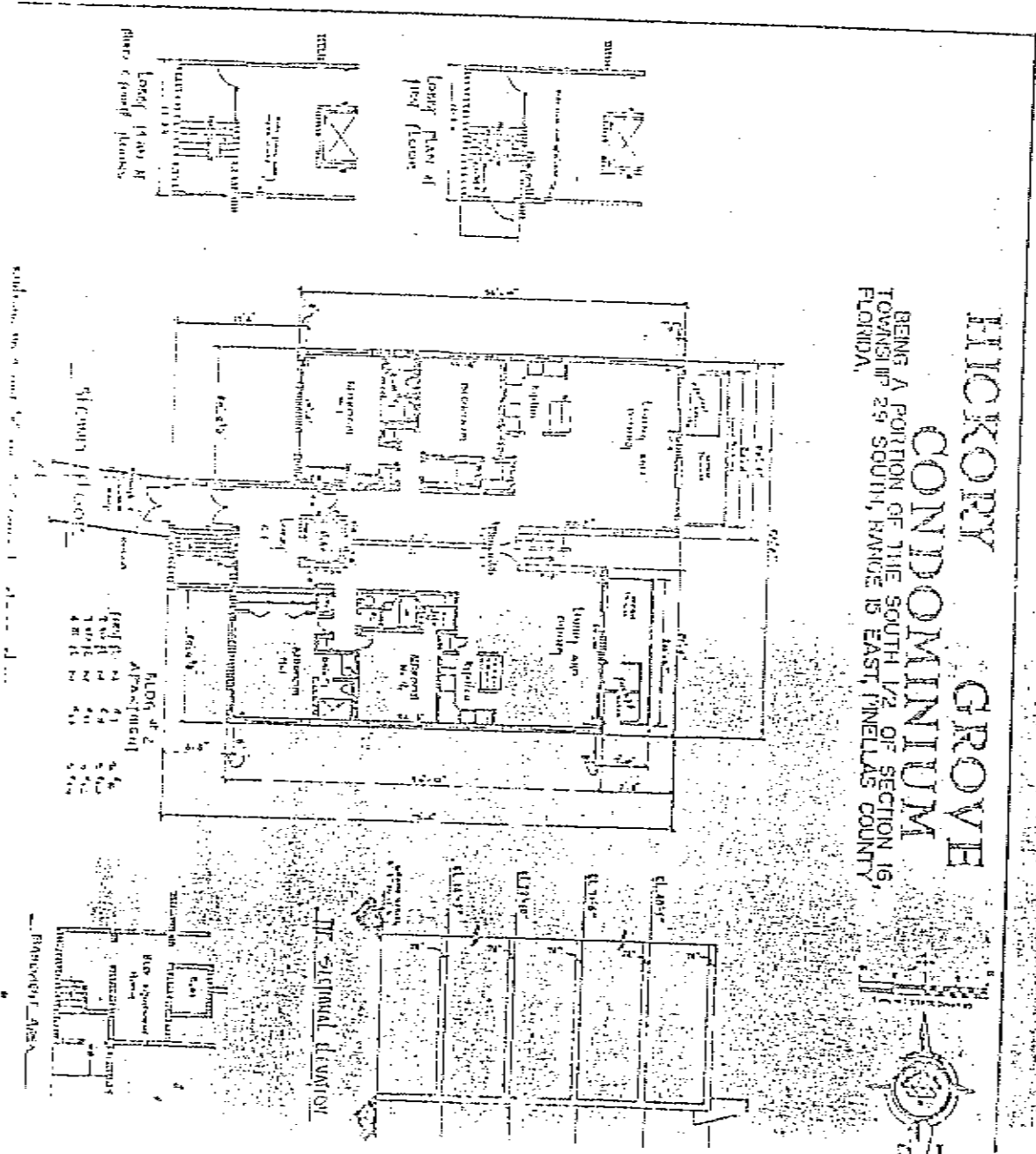
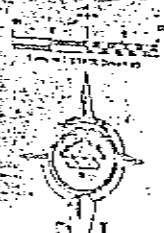
BUILDING NO. 1



2nd Floor

HICKORY GROVE CONDOMINIUM

BEING A PORTION OF THE SOUTH 1/2 OF SECTION 16,
TOWNSHIP 29 SOUTH, RANGE 15 EAST, PINELLAS COUNTY,
FLORIDA.

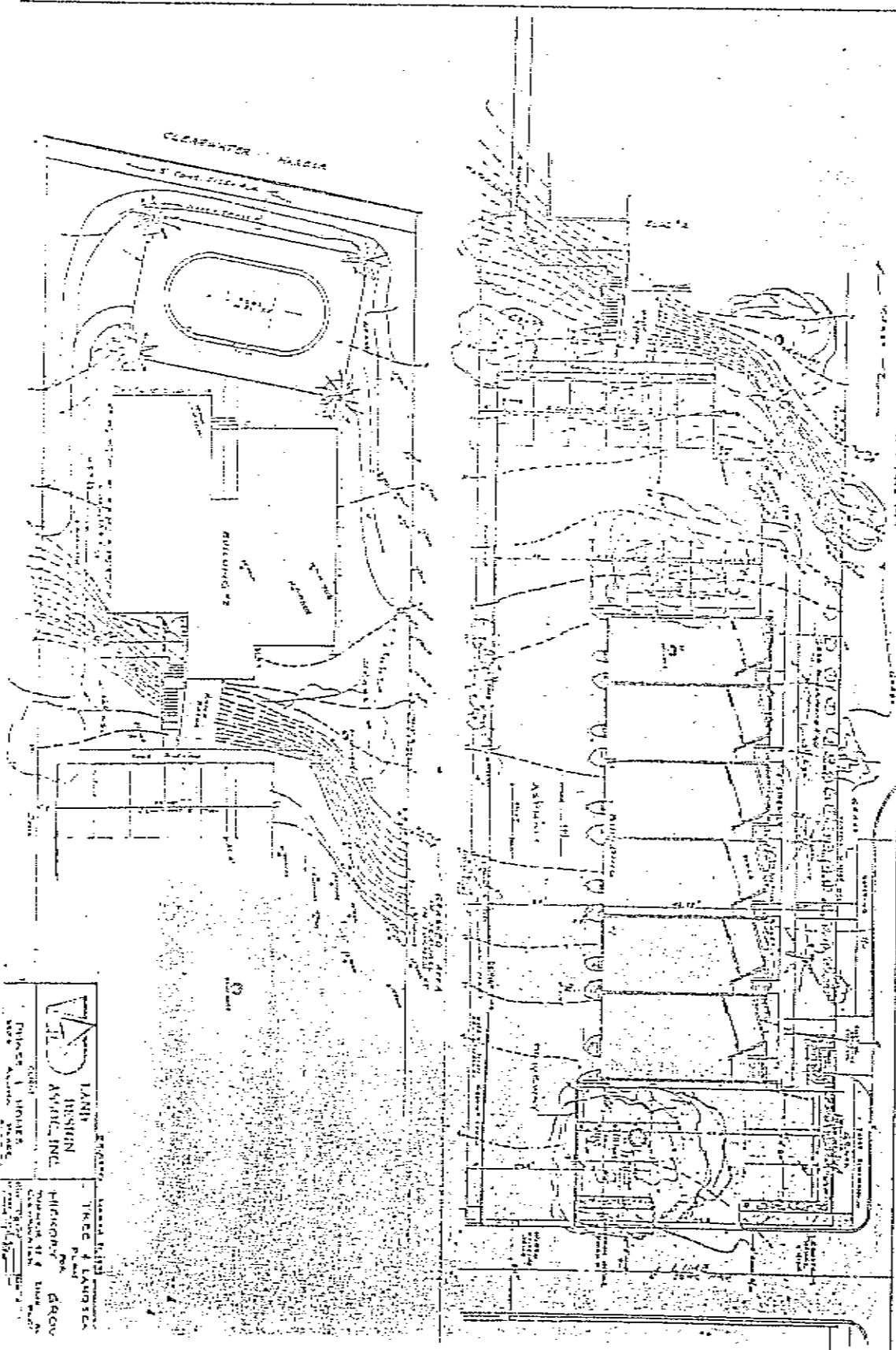



Area of 2
Approximate

| | | |
|--------|------|------|
| Unit # | Area | Area |
| 101 | 24 | 24 |
| 102 | 24 | 24 |
| 103 | 24 | 24 |
| 104 | 24 | 24 |
| 105 | 24 | 24 |
| 106 | 24 | 24 |
| 107 | 24 | 24 |
| 108 | 24 | 24 |
| 109 | 24 | 24 |
| 110 | 24 | 24 |
| 111 | 24 | 24 |
| 112 | 24 | 24 |
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| 194 | 24 | 24 |
| 195 | 24 | 24 |
| 196 | 24 | 24 |
| 197 | 24 | 24 |
| 198 | 24 | 24 |
| 199 | 24 | 24 |
| 200 | 24 | 24 |

Reference to a map of the State of Florida...

Prepared by ASA

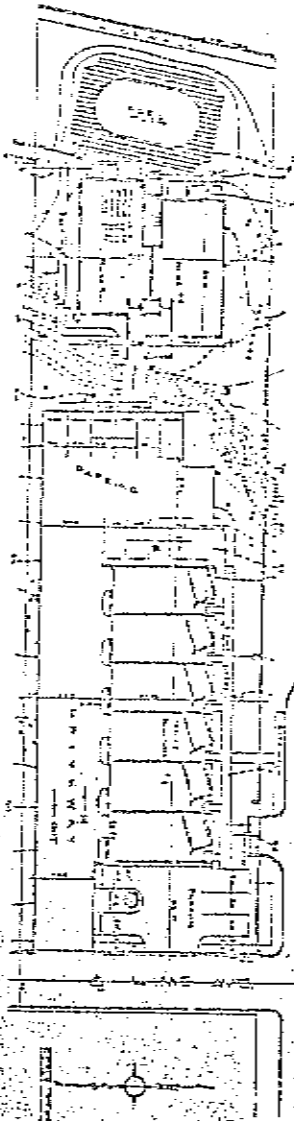



JANI DESIGN
 ARCHITECTS
 10000 15th Avenue, Suite 100
 Denver, CO 80231

THORNTON
 PROJECT ARCHITECT
 10000 15th Avenue, Suite 100
 Denver, CO 80231

Historical Information
 as given by the applicant

| Year | Area | Notes |
|------|---------------------------|--------------------|
| 1988 | 100' x 100' x 100' x 100' | Original site plan |
| 1990 | 100' x 100' x 100' x 100' | Site plan |
| 1992 | 100' x 100' x 100' x 100' | Site plan |
| 1994 | 100' x 100' x 100' x 100' | Site plan |
| 1996 | 100' x 100' x 100' x 100' | Site plan |
| 1998 | 100' x 100' x 100' x 100' | Site plan |
| 2000 | 100' x 100' x 100' x 100' | Site plan |
| 2002 | 100' x 100' x 100' x 100' | Site plan |
| 2004 | 100' x 100' x 100' x 100' | Site plan |
| 2006 | 100' x 100' x 100' x 100' | Site plan |
| 2008 | 100' x 100' x 100' x 100' | Site plan |
| 2010 | 100' x 100' x 100' x 100' | Site plan |
| 2012 | 100' x 100' x 100' x 100' | Site plan |



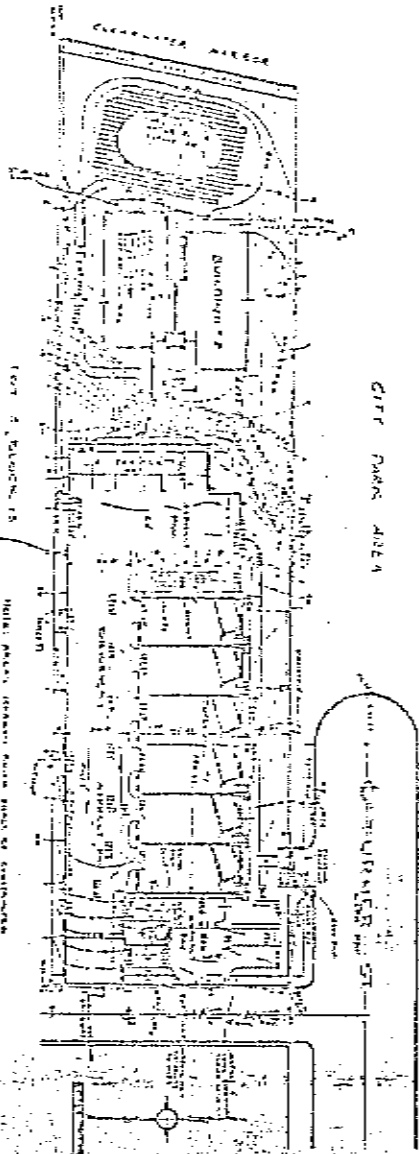
THIS SITE PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION. THE APPLICANT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE APPLICANT IS ALSO RESPONSIBLE FOR OBTAINING ALL NECESSARY EASEMENTS AND RIGHTS OF WAY. THE APPLICANT IS FURTHER ADVISED THAT THIS SITE PLAN IS SUBJECT TO THE APPROVAL OF THE LOCAL GOVERNMENT AND MAY BE SUBJECT TO CHANGE WITHOUT NOTICE.

GENERAL NOTES

1. ALL DIMENSIONS ARE IN FEET AND INCHES.
2. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS ARE TO CENTERLINE UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STREET UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STREET UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STREET UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
11. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STREET UNLESS OTHERWISE NOTED.
12. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
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14. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
15. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STREET UNLESS OTHERWISE NOTED.
16. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
17. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STREET UNLESS OTHERWISE NOTED.
18. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.
19. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE STREET UNLESS OTHERWISE NOTED.
20. ALL DIMENSIONS ARE TO THE CENTERLINE OF THE DRIVEWAY UNLESS OTHERWISE NOTED.

LAND DESIGN ASSOCIATES, INC.
 10000 N. 10th Street, Suite 100
 Phoenix, Arizona 85020
 Phone: (602) 998-1111
 Fax: (602) 998-1112
 Website: www.landdesign.com

THE HICKORY GROUP
 10000 N. 10th Street, Suite 100
 Phoenix, Arizona 85020
 Phone: (602) 998-1111
 Fax: (602) 998-1112
 Website: www.hickorygroup.com




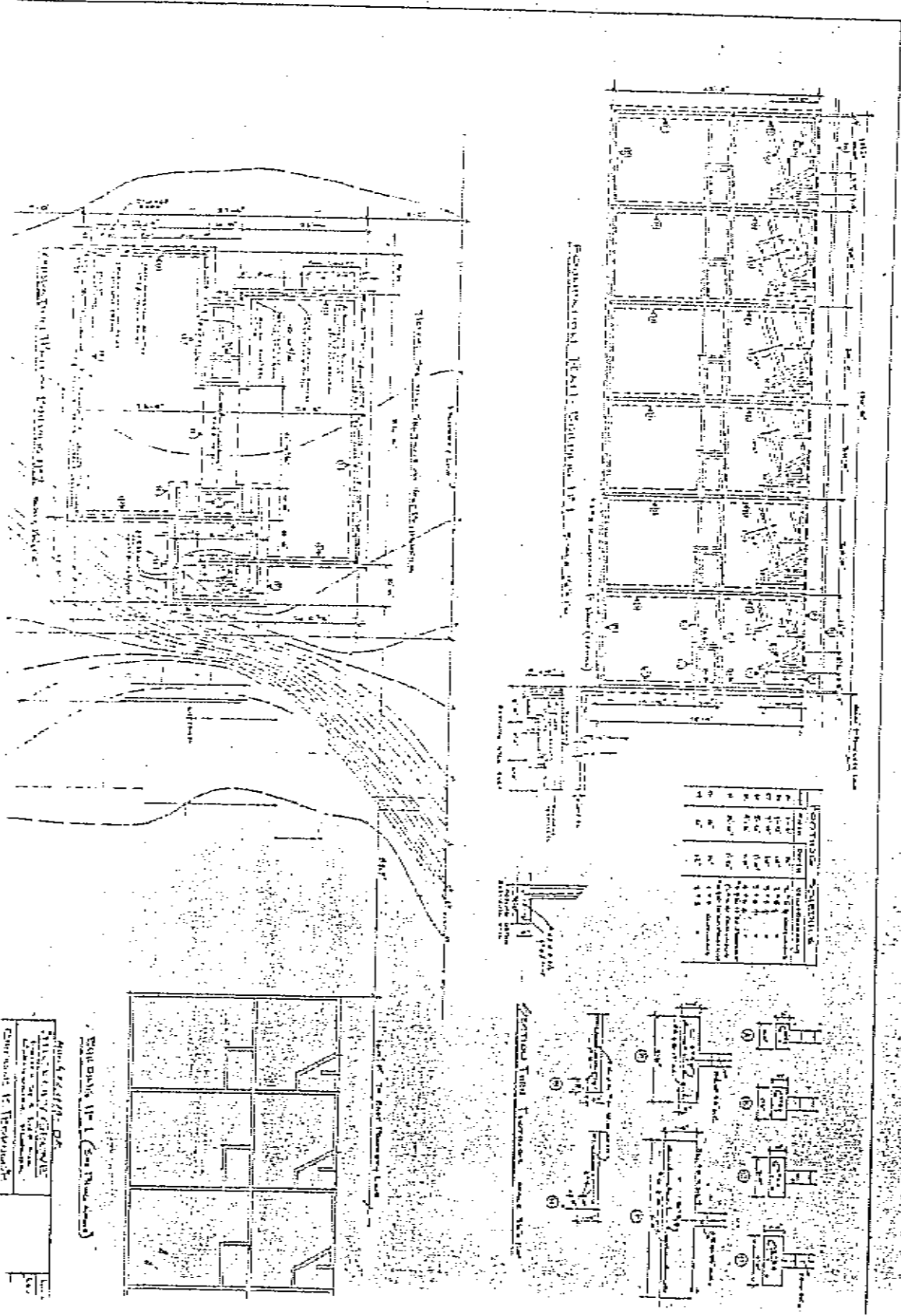
NOTE: PARK, TRASH, AND OTHER AREAS TO BE DEVELOPED WITH DRAINAGE SYSTEM AND WITH LANDSCAPING AND PLANTING TO BE DONE BY THE CITY OF CHICAGO.

APPROXIMATE ZONE: INDUSTRIAL, MEDIUM DENSITY.

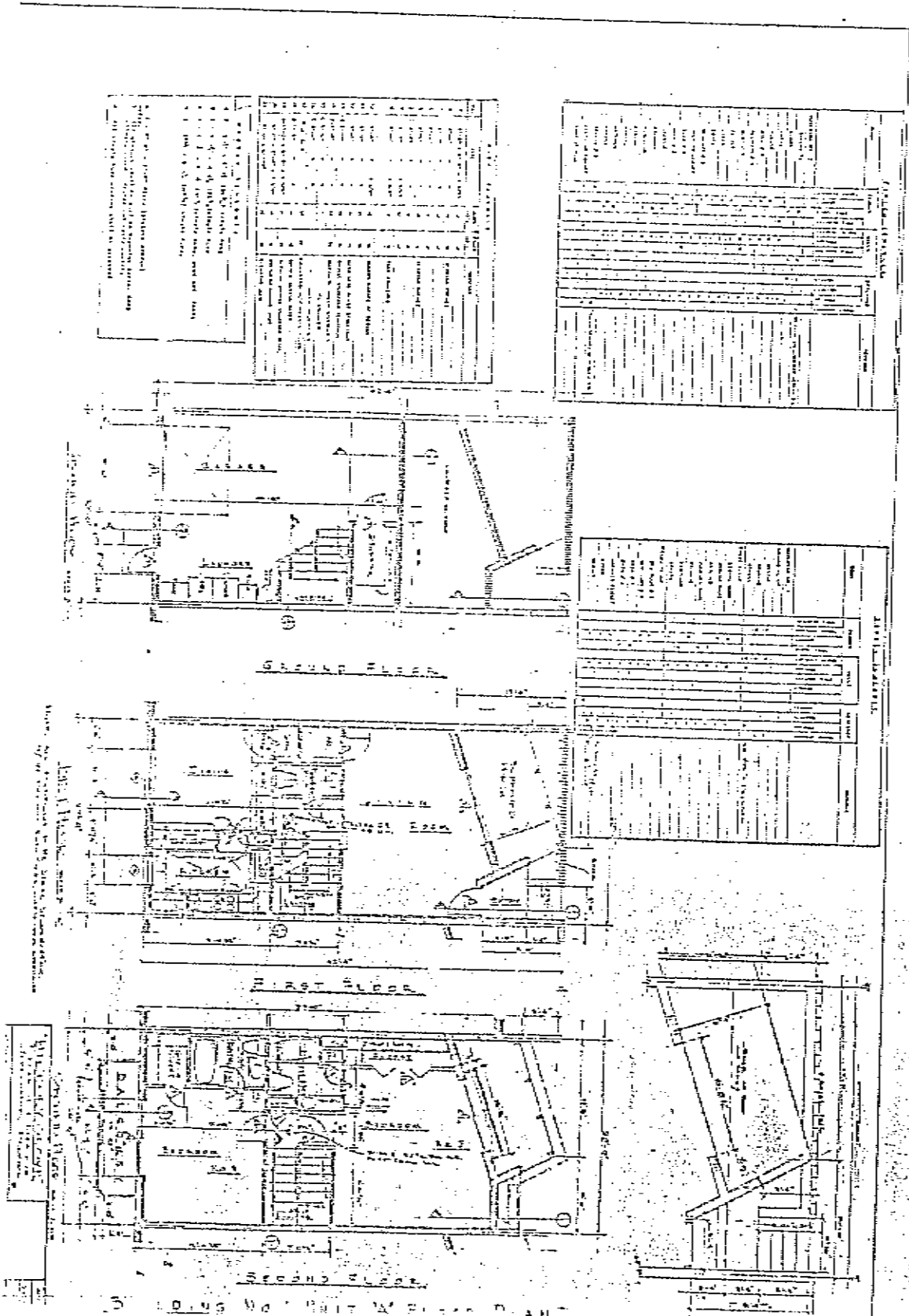
DATE: 10/15/54

BY: [Signature]

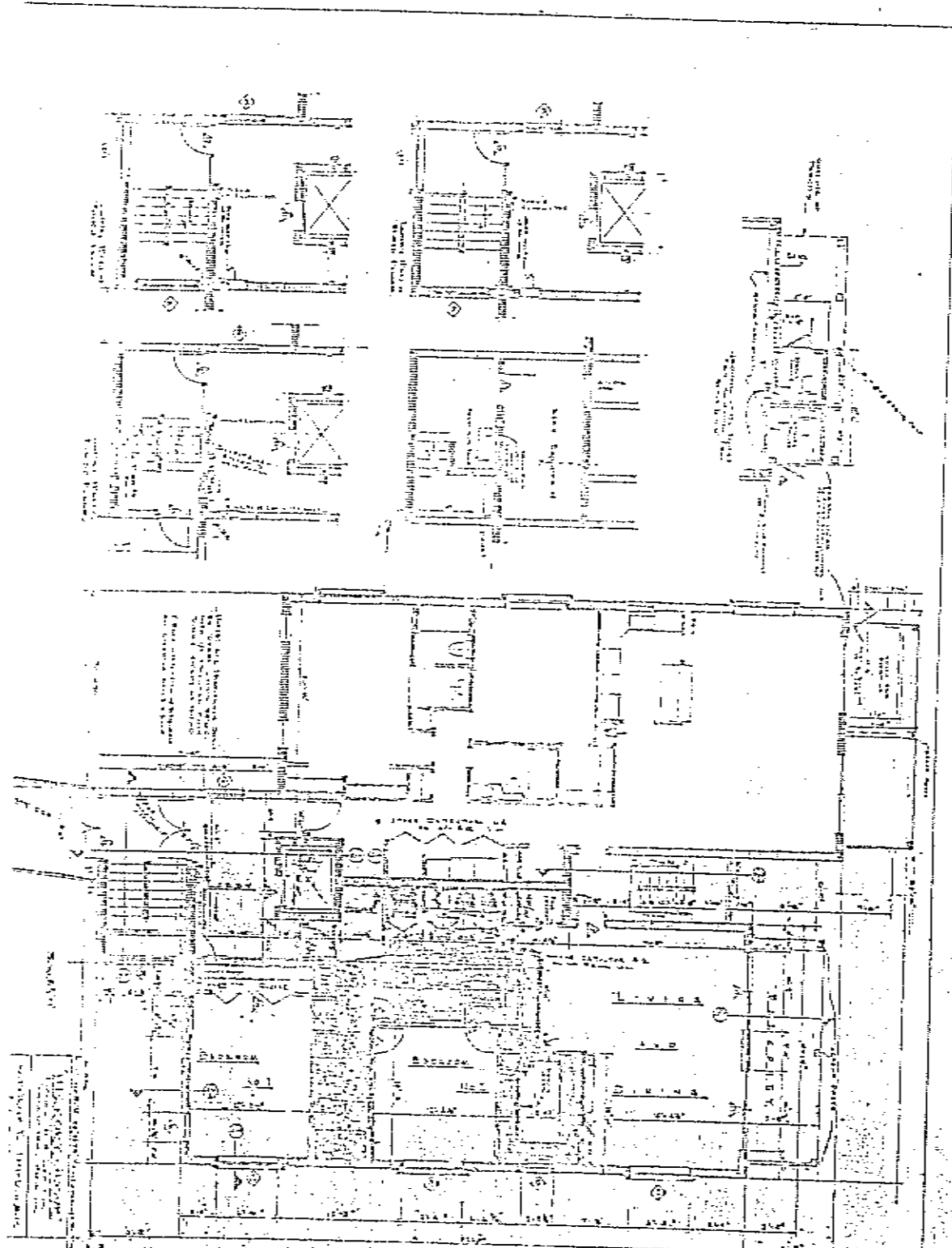
| | |
|---|--------------------------------|
|  LAND DESIGN ASSOCIATES, INC. | DRAWING NO. 1013 |
| | DATE: 10/15/54 |
| PREPARED FOR: | RAYING & GARDNER |
| PROJECT: | PARK |
| ADDRESS: | 1100 N. LAKE ST. CHICAGO, ILL. |



Architect: J. H. ...
 Engineer: ...
 Date: ...

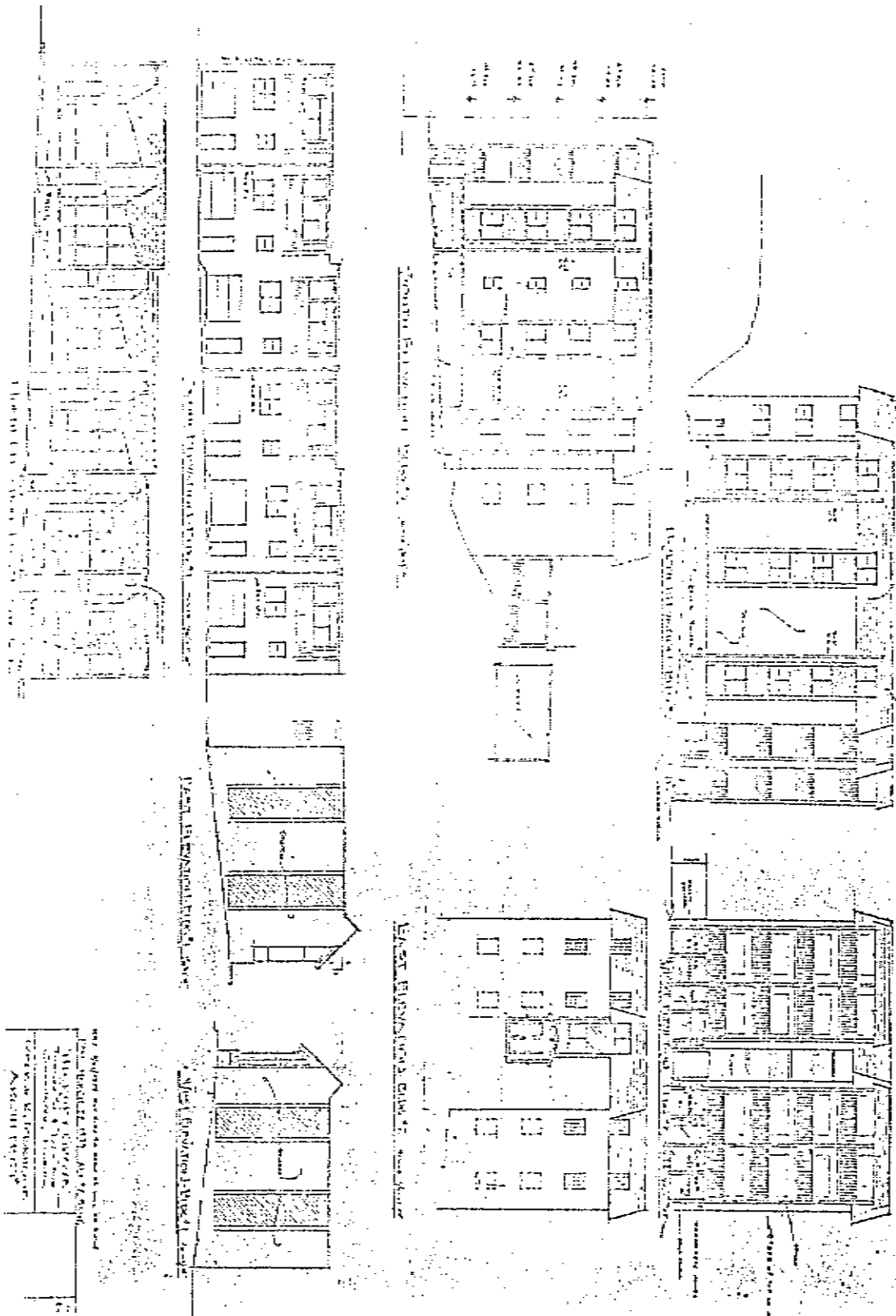


UP 4800 APR 10 1953



SECOND FLOOR PLAN (TYPICAL UNIT)

UNIT 'C' FLOOR PLAN



NOT: Before any work is done on this plan, the following conditions must be observed:

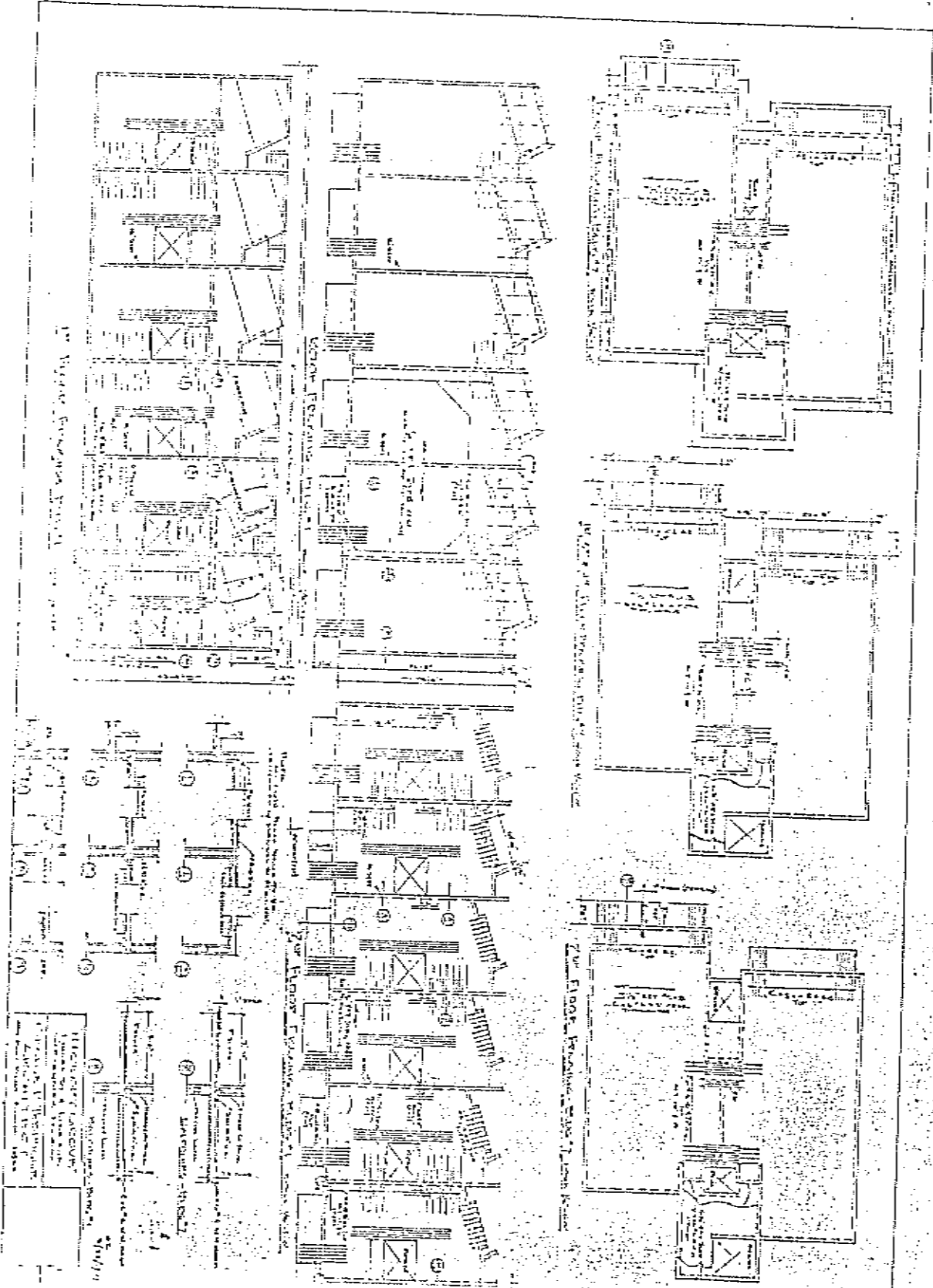
1. All work must be done in accordance with the specifications and drawings.

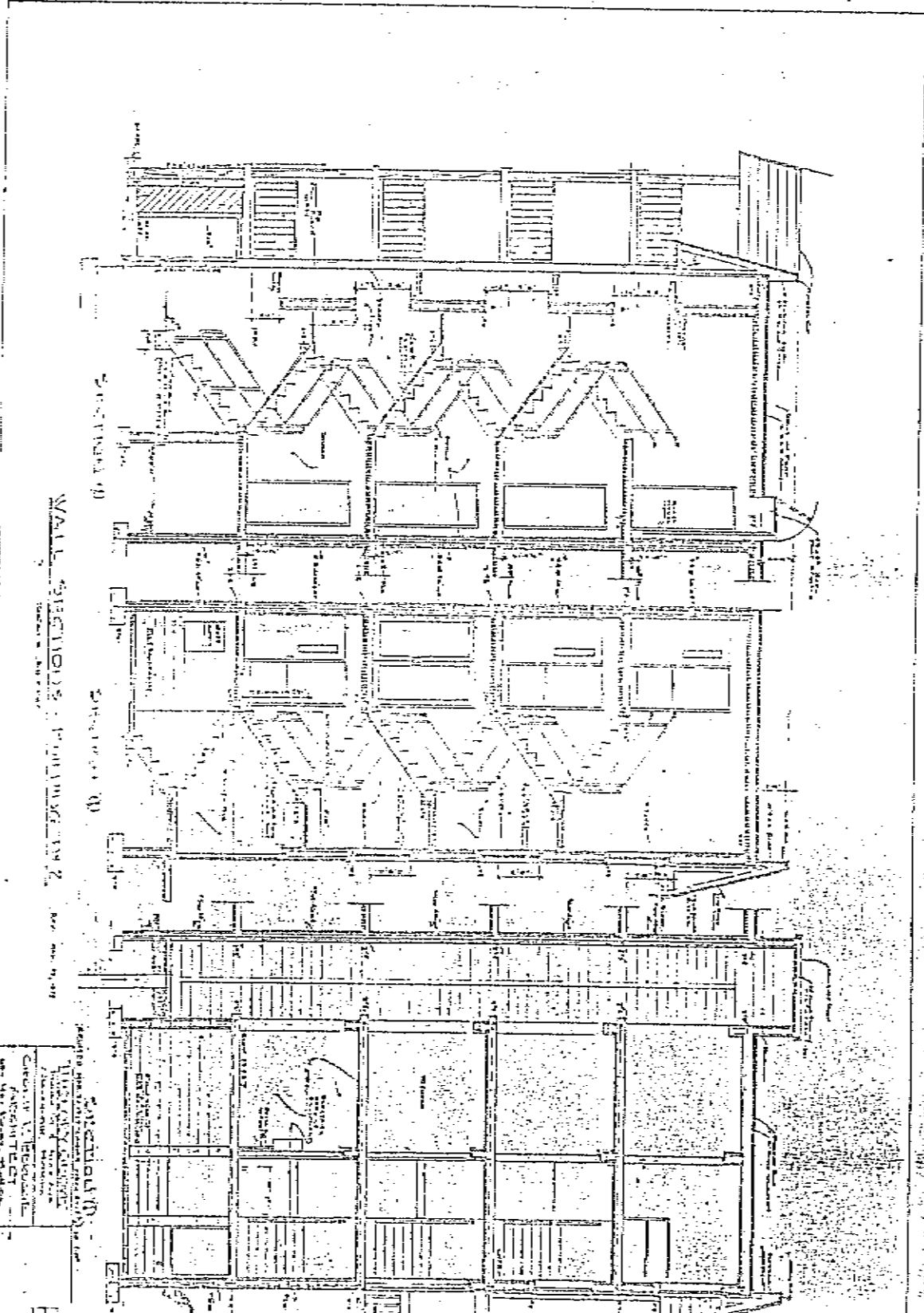
2. All work must be done in accordance with the schedule of work.

3. All work must be done in accordance with the budget.

4. All work must be done in accordance with the contract.

5. All work must be done in accordance with the laws and regulations of the State of California.

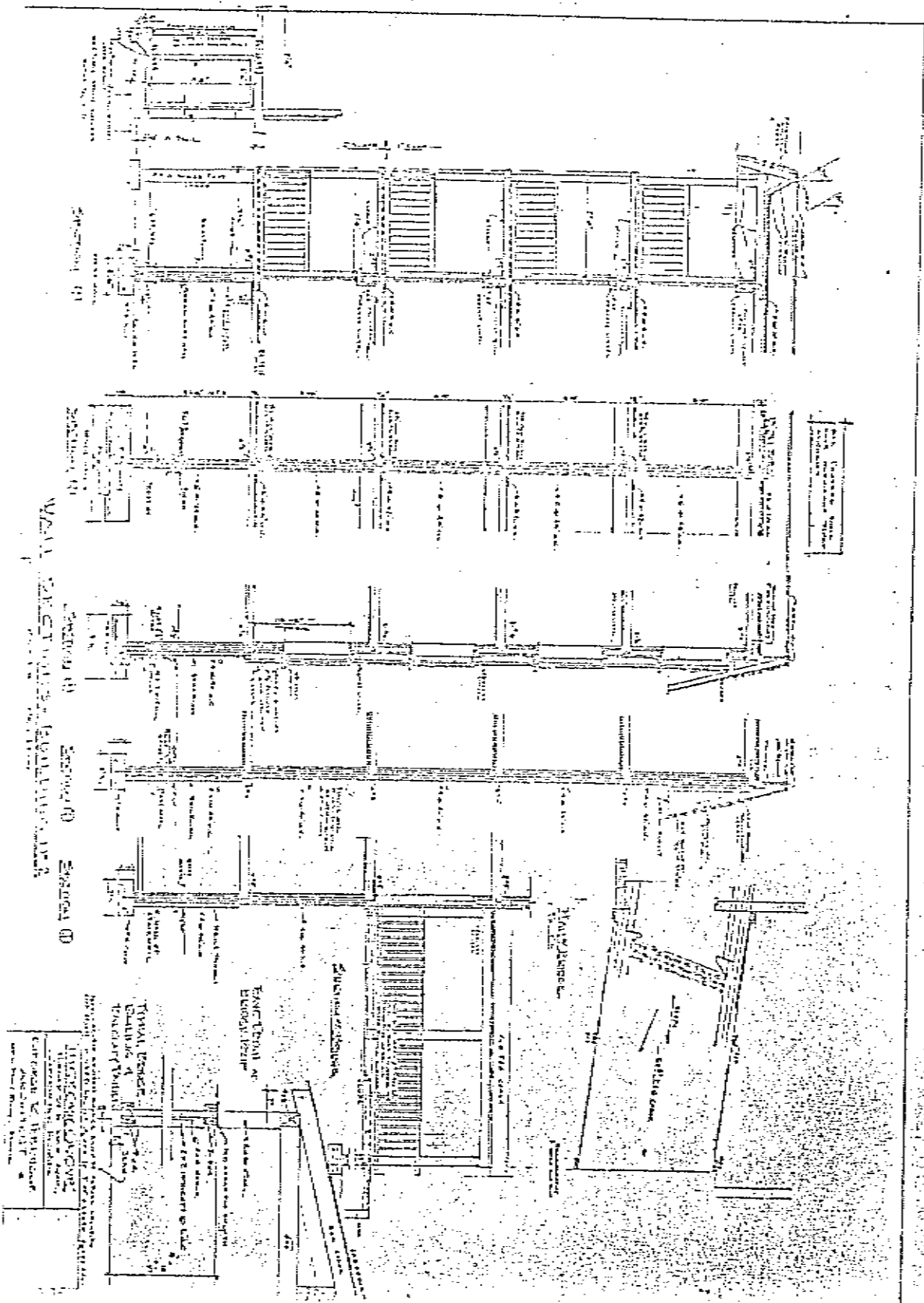


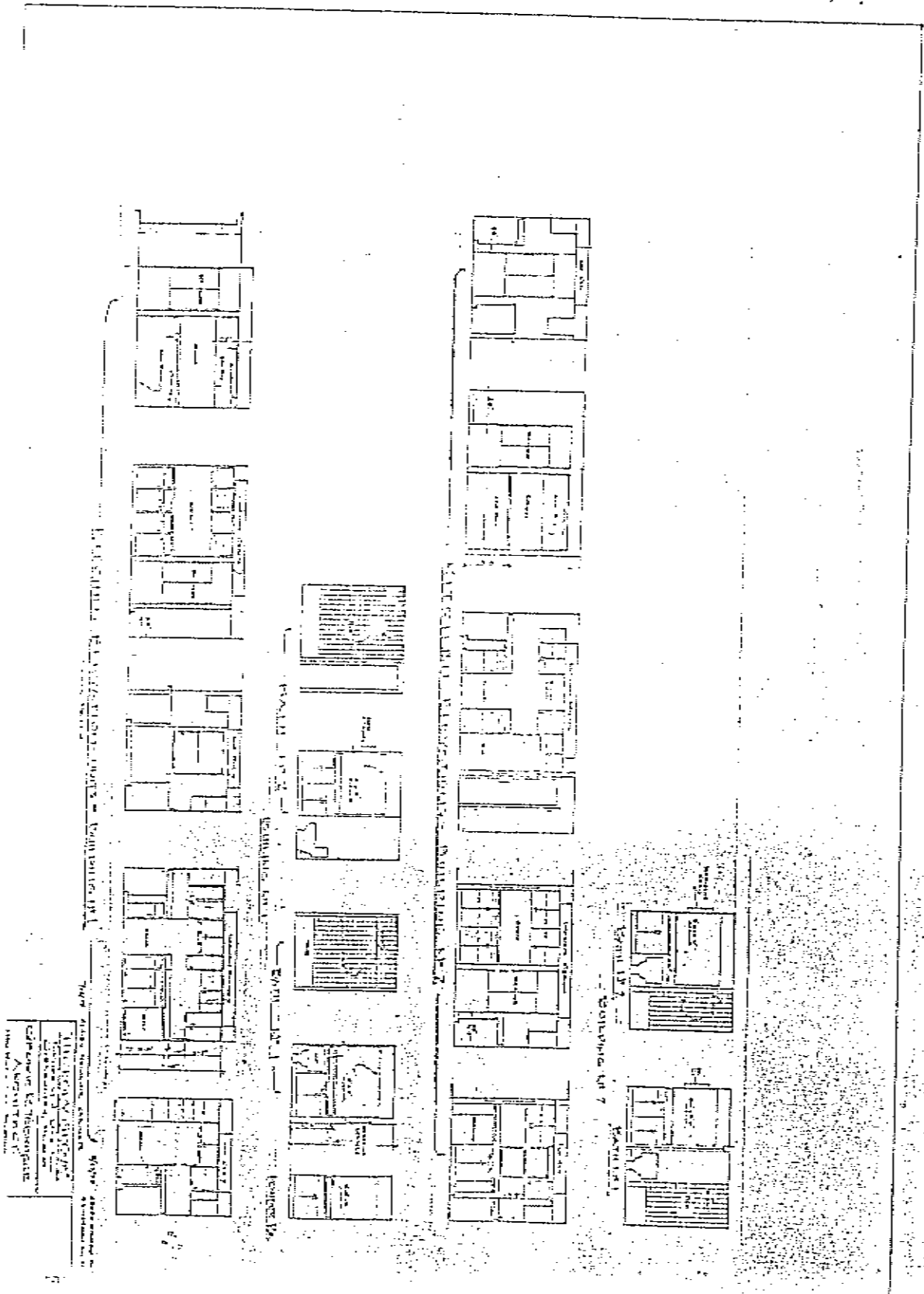


WALL SECTIONS FOUNDATIONS 2

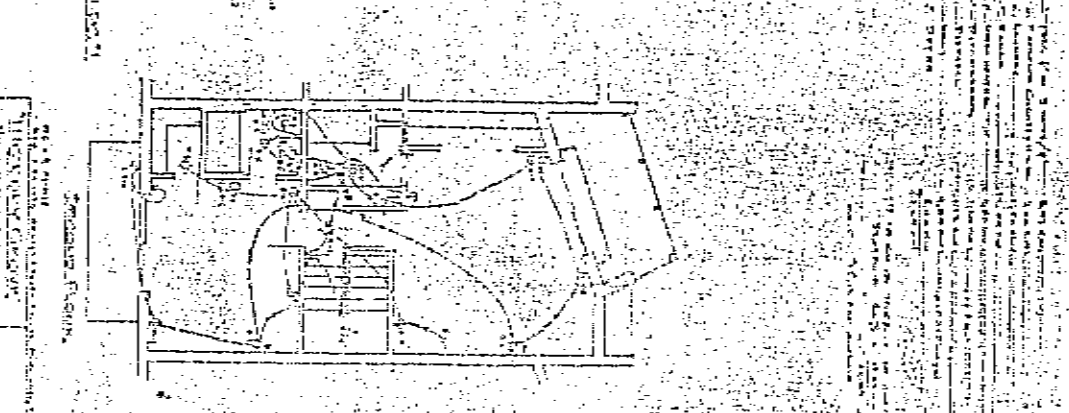
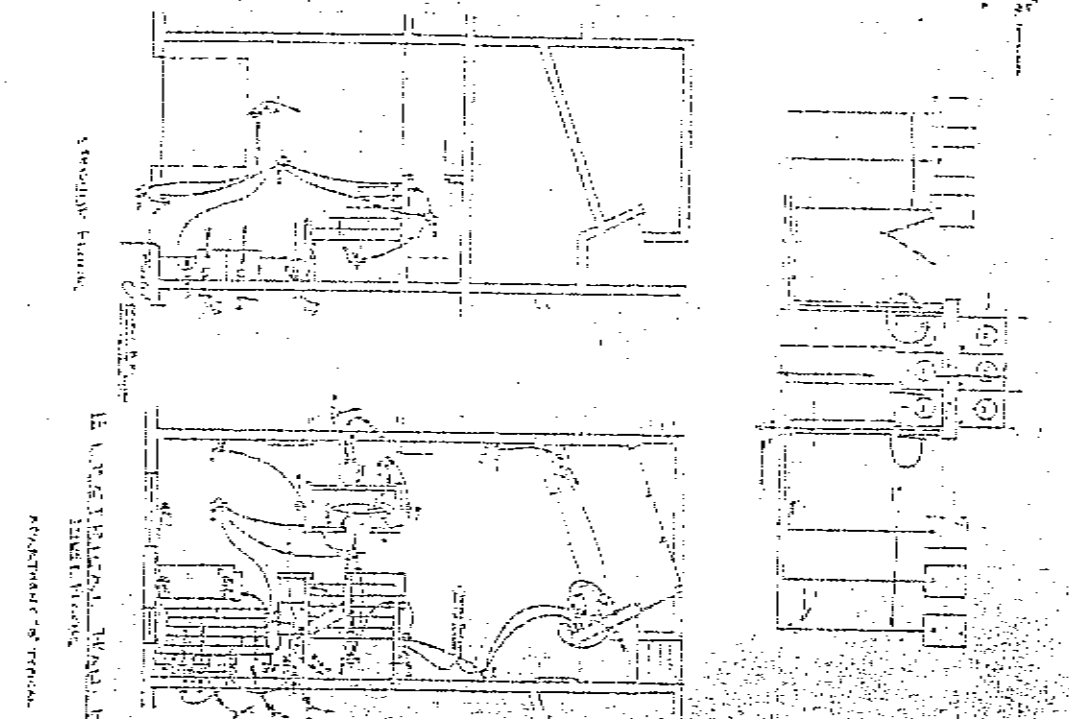
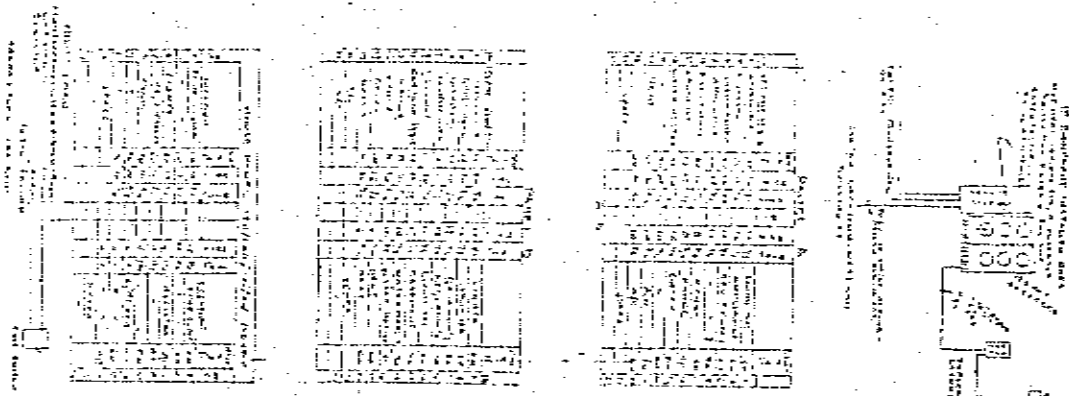
SECTION 1
 SECTION 2
 SECTION 3

HUNTER & HUNTER
 ARCHITECTS
 1000 W. 10th St.
 S.W.
 OMAHA, NEB.
 1927





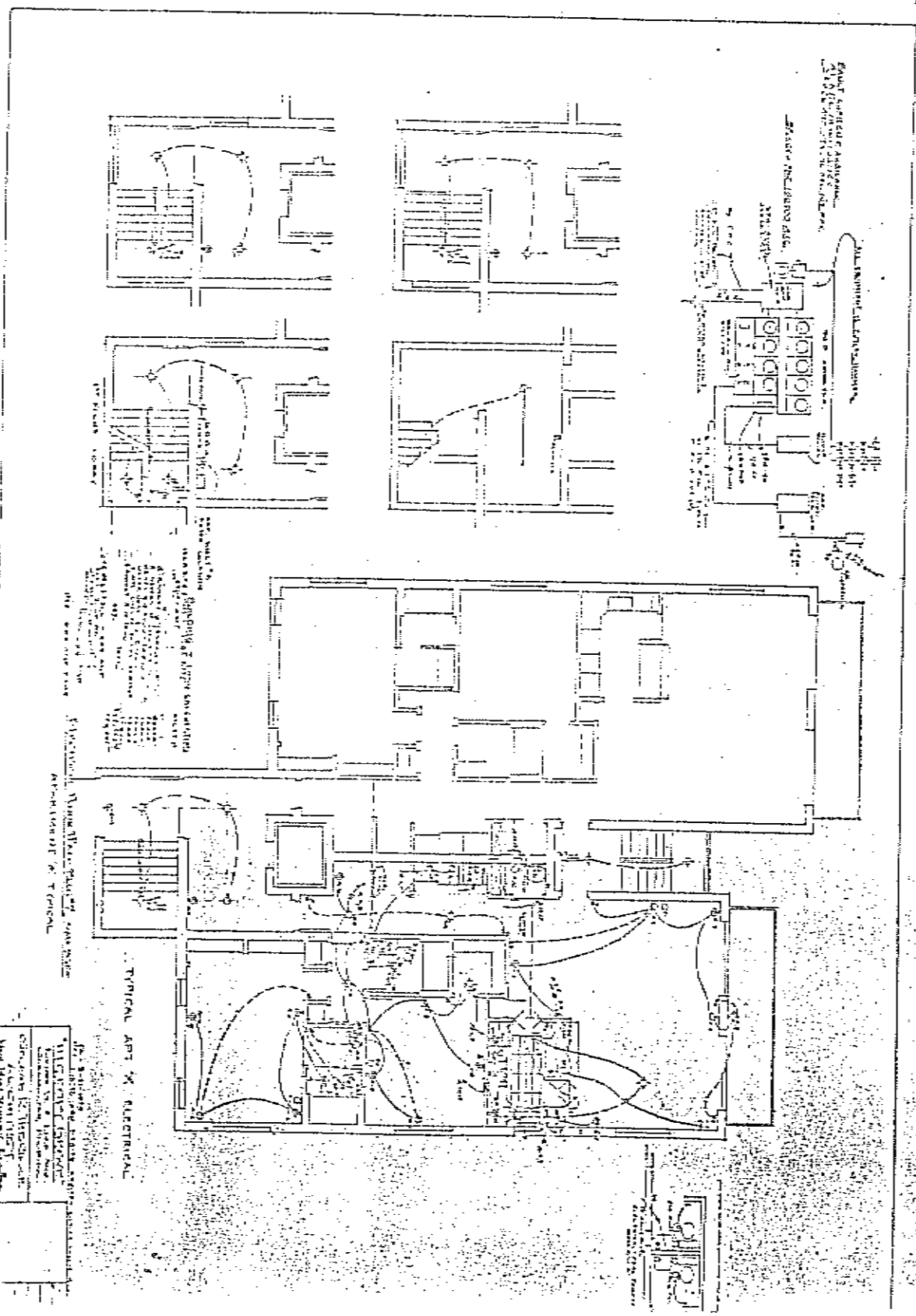
ALL RIGHTS RESERVED
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 ARCHITECTURAL FIRM IS
 STRICTLY PROHIBITED



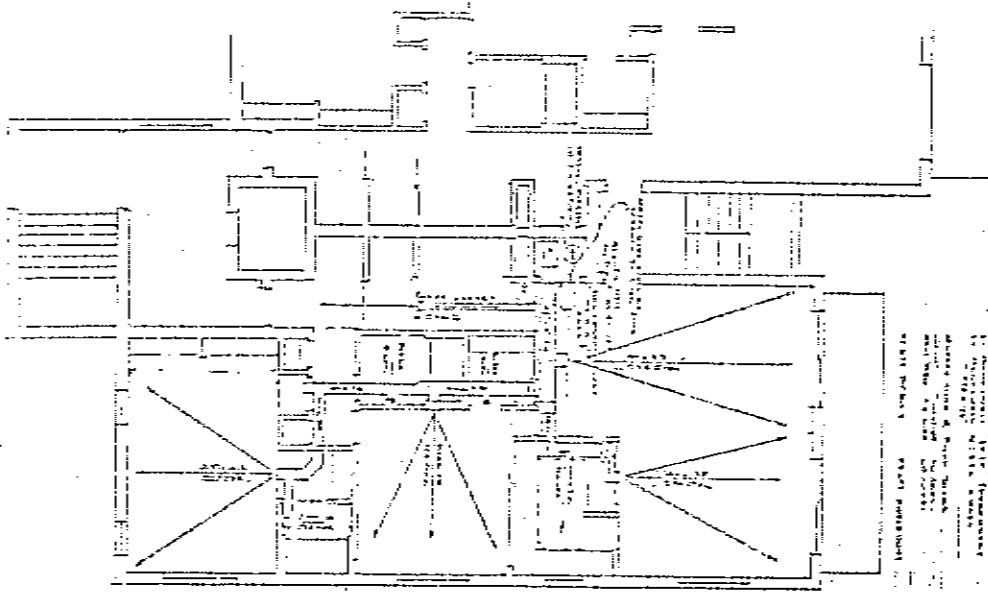
Architectural drawing showing floor plans for the first, second, and third floors of a building. The drawings are detailed line drawings showing walls, doors, and furniture placement. The text is oriented vertically and includes the following information:

Architectural drawing showing floor plans for the first, second, and third floors of a building. The drawings are detailed line drawings showing walls, doors, and furniture placement. The text is oriented vertically and includes the following information:

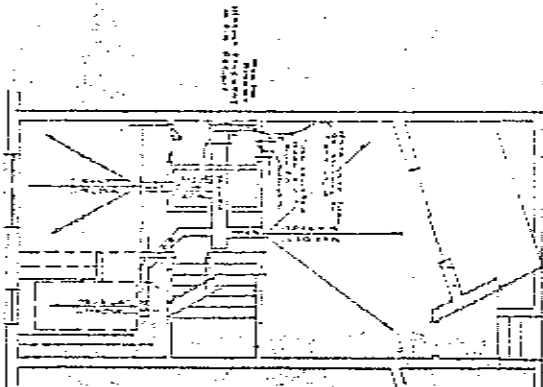
Architectural drawing showing floor plans for the first, second, and third floors of a building. The drawings are detailed line drawings showing walls, doors, and furniture placement. The text is oriented vertically and includes the following information:



ELECTRICAL & MECHANICAL
 MECHANICAL ROOM
 ELECTRICAL ROOM
 TYPICAL APARTMENT UNIT

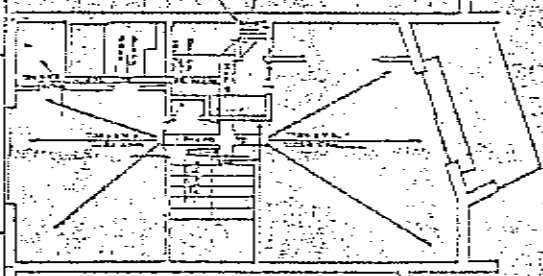


EASTERN HOTEL
 Second Floor
 Showing
 Rooms
 Corridors
 Stairs
 Elevators
 etc.



First Floor Plan of Eastern Hotel

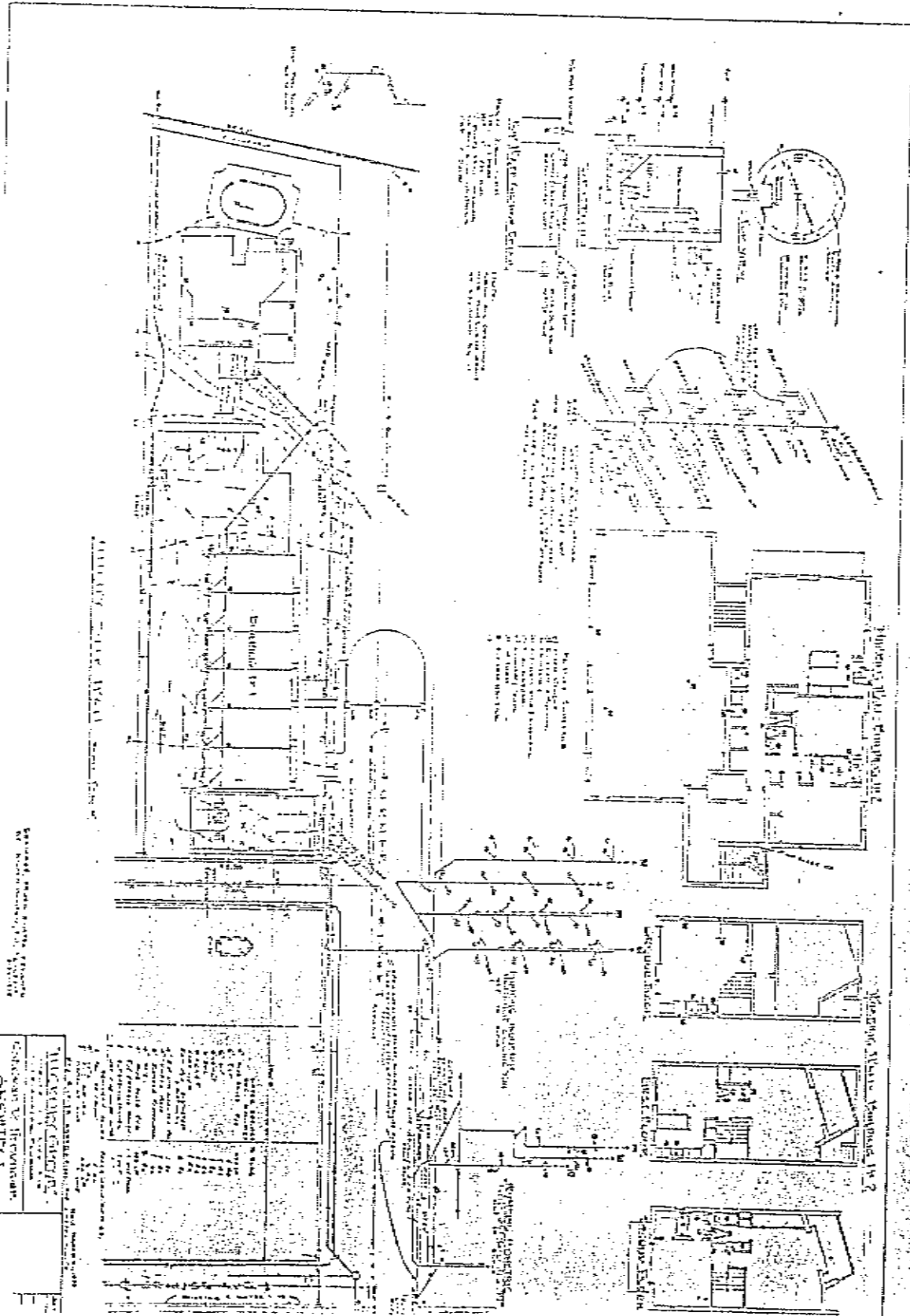
Scale: 1/4" = 1'-0"



Third Floor Plan of Eastern Hotel

Third Floor
 Showing
 Rooms
 Corridors
 Stairs
 etc.

EASTERN HOTEL
 Showing
 Rooms
 Corridors
 Stairs
 Elevators
 etc.



General Notes: 1. All dimensions are in feet and inches. 2. All work to be in accordance with the specifications and drawings.

THE ARCHITECTS
 ARCHITECTS
 1000 ...
 ...
 ...