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DECLARATION OF CONDOMINIUM

OF

PARK LAKE AT PARSONS CONDOMINIUM

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This DECLARATION OF CONDOMINIUM made this ___ day of _____, 2006, by **PARK LAKE AT PARSONS, LLC**, a Delaware limited liability company (hereinafter referred to as "Developer"), for itself, its successors, grantees and assigns:

WITNESSETH:

WHEREAS, Developer is the fee simple of certain real property, lying and being situated in Hillsborough County, Florida, as more particularly set forth in Exhibit "A" attached hereto, which lands are herein called "the Land", subject to reservations, restrictions and easements of record; and

WHEREAS, the Developer has converted 16 residential buildings housing a total of 232 residential Condominium Units and related facilities on a portion of the Land described on Exhibit A and desires to submit it to condominium Unit Ownership pursuant to Chapter 718, *Florida Statutes*, the Condominium Act, as it exists on the date hereof; and

NOW, THEREFORE, the Developer makes the following declarations:

1. NAME. The name by which this Condominium is to be identified is **PARK LAKE AT PARSONS, A CONDOMINIUM**.

2. DEFINITIONS. For all purposes in this Declaration and for all purposes in the Articles of Incorporation and Bylaws of **PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, the following words shall have the definitions as hereinafter stated, to-wit:

(a) Articles. The Articles of Incorporation of the Association, as same may be amended from time to time.

(b) Assessments. Assessment means a share of the funds required for the payment of Common Expenses, which from time to time are assessed against the Condominium and its Unit Owner.

(c) Association. Association means **PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC.**, a Florida corporation not for profit, which is responsible for the operation of the Condominium and the Common Facilities (as defined hereafter), its successors and assigns.

(d) Board of Directors or Board. The Board of Directors or other representative body responsible for administration of the Association.

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(e) Building. Any building contained within the Condominium Property from time to time as herein provided.

(f) Bylaws. The Bylaws of the Association as may be amended from time to time.

(g) Common Elements. Common Elements mean and include in addition to the items as listed in Section 718.108, *Florida Statutes*, the following items:

(i) The portions of the Condominium Property which are not included within the Units and/or the Association Property.

(ii) Easements through Units for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility and other services to Units, Common Elements and/or the Association Property.

(iii) An easement of support in every portion of a Unit which contributes to the support of the Building.

(iv) The property and installations required for the furnishing of utilities and other services to more than one Unit or to the Common Elements and/or the Association Property.

(v) Any other parts of the Condominium Property designated as Common Elements in this Declaration, which shall specifically include the Surface Water Management System and Storm Water Management System for the Condominium.

(vi) Any and all portions of the Life Safety Systems (as hereinafter defined), regardless of where located within the Condominium Property.

(vii) Cross-easements for ingress, egress, support, maintenance, repair, replacements and utilities.

(viii) Easements for encroachments by the perimeter walls, ceilings and floors surrounding each Condominium Unit caused by the settlement or movement of the Building or by minor inaccuracies in building or rebuilding which may now exist or hereafter exist, and such easements shall continue until such encroachments no longer exist.

(ix) Roads installed on the Condominium property by the Developer or any third party with the approval of the Developer that have not been dedicated to the State of Florida or a political subdivision thereof.

Notwithstanding any provision to the contrary, amendments to the Common Elements may be made as provided for in Sections 718.110(5) and 718.110(6), *Florida Statutes*.

(h) Common Facilities or Association Property. Any real property or improvements thereon owned by the Association for the use and benefit of the Unit Owners.

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(i) Common Expenses. "Common Expenses" mean all expenses incurred by the Association for the operation, maintenance, repair, replacement or protection of the Common Elements and Association Property, the costs of carrying out the powers and duties of the Association, and any other expense, whether or not included in the foregoing, designated as a "Common Expense" by the Act, the Declaration, the Articles or the Bylaws. For all purposes of this Declaration, "Common Expenses" shall also include, without limitation, the following as same may relate to the Common Elements: (a) the costs of maintaining, operating and insuring the Common Elements, (b) all reserves required by the Condominium Act or otherwise established by the Association, regardless of when reserve funds are expended; (c) the cost of a duly franchised cable television service obtained pursuant to a bulk contract; (d) the cost of any bulk contract for broadband, telecommunications, satellite and/or internet services, if any; (e) if applicable, costs relating to insurance for directors and officers, in-house and/or interactive communications and surveillance systems; (f) the real property taxes, Assessments and other maintenance expenses attributable to any Units acquired by the Association or any Association Property; (g) to the extent that Board determines to shutter the Building, or portions thereof, all expense of installation, repair, and maintenance of such hurricane shutters by the Board (provided, however, that a Unit Owner who has already installed hurricane shutters (or other acceptable hurricane protection) shall receive a credit equal to the pro rata portion of the assessed installation cost assigned to each Unit but shall not be excused from any portion of expenses related to maintenance, repair, replacement or operation of same); (h) any lease payments required under leases for mechanical equipment, including without limitation, leases for recycling equipment, as it is intended that any such recycling equipment be leased rather than owned; (i) all expenses related to the installation, repair, maintenance, operation, alteration and/or replacement of Life Safety Systems, and (j) any unpaid share of Common Expenses or Assessments extinguished by foreclosure of a superior lien or by deed in lieu of foreclosure. Common Expenses shall not include any separate obligations of individual Unit Owners.

(j) Common Surplus. The excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

(k) Community Wide Standard. Community Wide Standard means the standard of conduct, maintenance and other activity generally prevailing throughout other similarly situated high-end residential condominium projects, which standards shall be more specifically determined by the Board of Directors.

(l) Condominium. PARK LAKE AT PARSONS, A CONDOMINIUM, which is formed pursuant to this Declaration.

(m) Condominium Form of Unit Ownership. That form of Unit Ownership of real property created pursuant to the provisions of Chapter 718, *Florida Statutes*, the "Condominium Act", and which is composed of Condominium Units that may be owned by one or more persons and, appurtenant to each Condominium Unit, an undivided share in the Common Elements.

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(n) Condominium Act. Chapter 718, *Florida Statutes*, as it exists on the date hereof, which is incorporated herein by reference. All provisions thereof shall apply to this Condominium.

(o) Condominium Parcel. The Condominium Unit, together with the undivided share in the Common Elements appurtenant thereto.

(p) Condominium Unit or Unit. That part of the Condominium Property which is subject to exclusive ownership. Each of the Units is identified and designated as set forth in the Survey, Graphic Description and Plot Plan contained in Exhibit "B".

(q) Condominium Property. The lands, leaseholds and personal property that are submitted to condominium Unit Ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto provided by the Developer intended for use in connection with the Condominium.

(r) Declaration or Declaration of Condominium. The instrument or instruments by which this Condominium is created, as they are from time to time amended.

(s) Developer. Developer means **PARK LAKE AT PARSONS, LLC**, a Delaware limited liability company, its successors or assigns, or any other person who creates the Condominium or offers Condominium Parcels for sale or lease in the ordinary course of business, but does not include an Unit Owner or lessee of a Condominium Unit who has acquired his or her Unit for his or her own occupancy.

(t) Institutional Mortgagee. Shall include any bank, federal savings and loan association, a state savings and loan association, an institutional investor, mortgage banker, the Federal National Mortgage Association (FNMA), Federal Home Loan Mortgage Corporation, federal or state agency, insurance company and/or a real estate investment trust or any other similar type of lender generally recognized as an institutional-type lender holding a mortgage on one or more Condominium Units or all or part of the Condominium Property and the successors and/or assigns of such entities.

(u) Life Safety Systems. Life Safety Systems mean and refer to any and all emergency lighting, audio and visual signals, safety systems, sprinklers and smoke detection systems, which are now or hereafter installed in the Building, whether or not within the Units. All such Life Safety Systems, together with all conduits, wiring, electrical connections and systems related thereto, regardless of where located, shall be deemed Common Elements hereunder. Without limiting the generality of the foregoing, when the context shall so allow, the Life Safety Systems shall also be deemed to include all means of emergency ingress and egress, which shall include all stairways and stair landings. Notwithstanding the breadth of the foregoing definition, nothing herein shall be deemed to suggest or imply that the Building or Condominium contains all such Life Safety Systems.

(v) Limited Common Elements. Limited Common Elements mean those Common Elements the use of which is reserved to a certain Unit or Units to the exclusion of other Units, as specified in this Declaration. References herein to Common Elements also shall include all Limited Common Elements unless the context would prohibit or it is otherwise

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expressly provided. Nothing herein shall be deemed to preclude the Developer from assigning the exclusive use of Limited Common Elements (i.e., a parking space) to one or more, but not all, of the Units, all as more particularly described in Section 3(d)(i) below (and any such assignment shall not cause the particular item to lose its designation as a Common Element).

(w) Management Agreement. The agreement, if any, which provides for management of the Condominium Property and the Common Elements.

(x) Material Amendment. Material Amendment shall have the meaning given to it in Section 12(b) below.

(y) “Surface Water Management System and Storm Water Management System” shall mean and refer to the surface water management system and storm water management system for the Condominium Property including, but not limited to, all inlets, ditches, swales, culverts, water control structures, stormwater pumps, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands, and any associated buffer areas, and wetland mitigation areas, which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

(z) Unit Owner or Unit Owner of a Condominium Unit. The Unit Owner of a fee simple estate in a Condominium Parcel.

(aa) PARK LAKE AT PARSONS. PARK LAKE AT PARSONS means the lands described in Exhibit A of this Declaration, as are now or hereafter made subject to this Declaration, and shall include any improvements, if any, constructed thereon.

3. PROPERTY SUBMITTED TO CONDOMINIUM FORM OF UNIT OWNERSHIP

(a) Submission. Subject to easements, restrictions and reservations of record, and except as set forth in this Subsection 3(a), the Developer hereby submits the Land and all improvements erected or to be erected thereon and all other property, real, personal or mixed, now or hereafter situated on or within the Land – but excluding all public or private (e.g. cable television and/or other receiving or transmitting lines, fiber, antennae or equipment) utility installations therein or thereon –to the condominium form of ownership and use in the manner provided for in the Condominium Act as it exists on the date hereof and as it may be hereafter renumbered. Without limiting any of the foregoing, no property, real, personal or mixed, not located within or upon the Land as aforesaid shall for any purposes be deemed part of the Condominium or be subject to the jurisdiction of the Association, the operation and effect of the Condominium Act or any rules or regulations promulgated pursuant thereto, unless expressly provided.

(b) Identification of Units. The Land has been improved to include 16 buildings containing Two Hundred Thirty-Two (232) Units. Each such Unit is identified by a separate numerical or alpha-numerical designation. The designation of each of such Units is set

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forth on the Survey, Graphic Description and Plot Plan attached as Exhibit "B" hereto. The Survey, Graphic Description and Plot Plan attached as Exhibit "B" consists of a survey of the Land, a graphic description of the Improvements located thereon, including, but not limited to, the Building in which the Units are located, and a plot plan thereof (the "Survey, Graphic Description and Plot Plan"). The Survey, Graphic Description and Plot Plan attached as Exhibit "B", together with this Declaration, is sufficient in detail to identify the Common Elements, the Limited Common Elements, and each Unit and their relative locations and dimensions. There shall pass with a Unit as appurtenances thereto: (a) an undivided share in the Common Elements and Common Surplus; (b) the exclusive right to use such portion of the Common Elements as may be provided in this Declaration, including, without limitation, the right to transfer such right to other Units or Unit Owners; (c) an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, provided that an easement in airspace which is vacated shall be terminated automatically; (d) membership in the Association with the full voting rights appurtenant thereto; and (e) other appurtenances as may be provided by this Declaration.

The estimated latest date of completion of constructing, finishing and equipping the Condominium Property is June 30, 2006.

(c) Unit Boundaries. Each Unit shall consist of that part of the building containing such Unit which lies within the boundaries of the Unit, which boundaries are as follows:

(i) Upper Boundaries.

(1) The upper boundary of all Units shall be the horizontal planes of the underside of the finished concrete and undecorated ceilings of the Unit extended to an intersection with the perimetrical boundaries.

(ii) Lower Boundaries.

(1) The lower boundary of all Units shall be the horizontal planes of the upper side of the finished concrete, undecorated and uncovered surface of the floors of the Unit extended to an intersection with the perimetrical boundaries.

(iii) Perimetrical Boundaries.

The perimetrical boundaries of a Unit shall be the following boundaries extended to an intersection with upper and lower boundaries:

(1) EXTERIOR BUILDING WALLS:

The intersecting vertical plane(s) of the innermost undecorated surfaces of the exterior wall of the building bounding such Unit.

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(2) INTERIOR BUILDING WALLS:

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Party Walls: The vertical planes of the center line of the Party walls dividing such Units extended to the intersections with other perimetrical boundaries.

Walls Adjacent to Common Areas: The interior of the innermost undecorated surface of the interior perimeter wall of the Unit, less the drywall if any, extended to the intersections with other perimetrical boundaries.

(iv) Apertures.

Where there are apertures in any boundary, including, but not limited to, windows and doors, such boundaries shall be extended to include the interior, unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof shall be included in the boundaries of the Unit.

(v) Excluded from Units.

The Unit shall not be deemed to include utility services which may be contained within the boundaries of the Unit, but which are utilized to serve Common Elements and/or a Unit or Units other than or in addition to the Unit within which contained. Such utility services are part of the Common Elements, and shall be the maintenance responsibility of the Association. The Unit shall not be deemed to include columns or partitions contributing to the support of the building. Such columns or partitions are part of the Common Elements. Moreover, notwithstanding any provision to the contrary, pipes, wires, conduits, cable wires, or other utility lines or installations constituting a part of the overall systems designed for the service of any particular Condominium Unit, or any of the structural members or portions of any kind, including fixtures and appliances and stairways within the Condominium Unit, which are not removable without jeopardizing the soundness, safety or usefulness of the remainder of the Building or another Condominium Unit, shall not be deemed to be part of any Condominium Unit.

(vi) Exceptions. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units set forth on the Survey, Graphic Description and Plot Plan attached as Exhibit "B" hereto shall control in determining the boundaries of a Unit, except that the provisions of Section 3(c)(v) above shall control unless specifically depicted and labeled otherwise on such survey.

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

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(i) Patios and Balconies appurtenant to Units. Any patio or balcony (and all improvements thereto) as to which direct and exclusive access shall be afforded to any particular Unit or Units to the exclusion of others shall be a Limited Common Element of such Unit(s). The Association shall be responsible for the maintenance of the structural and mechanical elements of any such Limited Common Elements, with the costs of same being a part of the Common Expenses. Each Owner shall, however, be responsible for the general cleaning, plant care and upkeep of the appearance of the area(s) and, for the repair and replacement of any floor coverings placed or installed on any patio or balcony. A Unit Owner using a patio or balcony or making or causing to be made any additions, alterations or improvements thereto agrees, and shall be deemed to have agreed, for such Owner, and his heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom.

(ii) Parking Spaces. Each parking space shown on the Survey, Graphic Description and Plot Plan attached as Exhibit "B" hereto shall be a Limited Common Element only upon it being assigned as such to a particular Unit in the manner described herein. Until such time as a Parking Space is assigned to a particular Unit in the manner described herein, all unassigned Parking Spaces shall be Common Elements. Developer hereby reserves the right to assign, with or without consideration, the exclusive right to use any parking space located within the Common Elements of the Condominium to one or more Units, whereupon the space so assigned shall be deemed a Limited Common Element of the Unit(s) to which it is assigned. Any such consideration shall be retained by Developer for its own account. Such assignment shall not be recorded in the Public Records of the County but, rather, shall be made by way of instrument placed in the official records of the Association (as same are defined in the By-Laws). A Unit Owner may assign the Limited Common Element parking space appurtenant to his or her Unit to another Unit by written instrument delivered to (and to be held by) the Association. A Limited Common Element parking space may be relocated at any time, and from time to time, by the Board to comply with applicable Federal, State and local laws and regulations regarding or affecting handicap accessibility. The maintenance of any parking space so assigned shall be the responsibility of the Association. Each Owner understands and agrees that not all parking spaces are covered.

(iii) Miscellaneous Areas, Equipment. Any fixtures or equipment (e.g., an air conditioning compressor or hot water heater) serving a Unit or Units exclusively and any area (e.g., a closet or ground slab) upon/within which such fixtures or equipment are located shall be Limited Common Elements of such Unit(s). The maintenance (and cost) of any such equipment and/or areas so assigned shall be the sole responsibility of the Owner of the Unit(s) to which the fixtures and/or equipment are appurtenant.

(iv) Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one Unit or more than one Unit (i.e., any hallway and/or elevator landing serving a single Unit or more than one (1) Unit owned by the same Owner) shall be deemed a Limited Common Element of the Unit(s) served and

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shall be maintained by said Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board of Directors of the Association and shall be binding and conclusive when so made. To the extent of any area deemed a Limited Common Element hereunder, the Owner of the Unit(s) to which the Limited Common Element is appurtenant shall have the right to alter same as if the Limited Common Element were part of the Owner's Unit, rather than as required for alteration of Common Elements. Notwithstanding the foregoing, the designation of same as a Limited Common Element hereunder shall not allow the Owner of the Unit to which the Limited Common Element is appurtenant to preclude passage through such areas as may be needed from time to time for emergency ingress and egress, and for the maintenance, repair, replacement, alteration and/or operation of the elevators, Life Safety Systems, mechanical equipment and/or other Common Elements which are most conveniently serviced (in the sole determination of the Board) by accessing such areas (and an easement is hereby reserved for such purposes).

4. UNIT IDENTIFICATION. The location of the Condominium Units on the Condominium Property submitted to the Condominium Form of Unit Ownership is set forth as Condominium on the Survey, Graphic Description and Plot Plan attached hereto and made a part hereof as Exhibit B. Each Condominium Unit is described on said Survey, Graphic Description and Plot Plan in such manner that there can be determined therefrom the identification, location, dimensions and size of each as well as the Common Elements and Limited Common Elements, if any appurtenant thereto. Each Condominium Unit is identified by a letter and/or number as shown on the Survey, Graphic Description and Plot Plan attached hereto as Exhibit B and made a part hereof, so that no such Condominium Unit bears the same designation as any other such Condominium Unit.

5. CHANGE IN PLANS AND SPECIFICATIONS. The Developer is hereby authorized to make changes in the plans and specifications and construction methods and materials during the construction of improvements on said Property, so long as such changes do not conflict with the Condominium Act.

6. EASEMENTS AND RIGHTS OF ACCESS. Each of the following easements is a covenant running with the land of the Condominium and, notwithstanding any of the other provisions of this Declaration, may not be substantially amended or revoked in such a way as to unreasonably interfere with their proper and intended uses and purposes, and each shall survive the termination of the Condominium.

(a) Utility Services. Easements as may be required for utility services in order to adequately serve the Condominium Property or any Condominium Unit, Limited Common Element or Common Element, including, but not limited to, electricity, telephones, sewer, water, lighting, irrigation, drainage, television antenna and cable television facilities and any electronic security facilities. However, easements through a Condominium Unit shall be only according to the plans and specifications for the Building containing the Condominium Unit or as the Building is actually constructed, or reconstructed, unless approved in writing by the Unit Owner. A Unit Owner shall do nothing within or outside his Condominium Unit that

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interferes with or impairs the utility services using these easements. The Association shall have a right of access to each Condominium Unit and the improvements constructed thereon when necessary for the maintenance, repair or replacement of any Common Elements (which include Limited Common Elements) or for making emergency repairs which are necessary to prevent damage to the Common Elements (which include Limited Common Elements) or to another Condominium Unit or Condominium Units; provided, however, such right of access shall not be deemed to be an easement and shall not unreasonably interfere with the Unit Owner's permitted use of the Condominium Unit and, except in the event of an emergency, entry into any Condominium Unit shall be made on reasonable notice to the Unit Owner.

(b) Easement of Support. Every portion of a Condominium Unit contributing to the support of a Building, any other Condominium Unit, the Common Elements or the Limited Common Elements shall be burdened with an easement of support for the benefit of all Condominium Units in the Building.

(c) Use of Common Elements. The Common Elements shall be, and the same are hereby declared to be, subject to a perpetual non-exclusive easement in favor of all of the Unit Owners and residents of the Condominium, and their guests and invitees, for all proper and normal purposes and for the furnishing of services and facilities for which the same are reasonably intended.

(d) Encroachments. If any portion of the Common Elements or Limited Common Elements encroaches upon any Condominium Unit; if any Condominium Unit encroaches upon any other Condominium Unit or upon any portion of the Common Elements or Limited Common Elements; or if any encroachment shall hereafter occur as a result of (i) construction or reconstruction of any improvement; (ii) settling or shifting of any improvements; (iii) any addition, alteration or repair to the Common Elements or Limited Common Elements made by or with the consent of the Association; or (iv) any repair or restoration of any improvements (or any portion thereof) or any Condominium Unit after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Condominium Unit or the Common Elements or Limited Common Elements, then, in any such event, a valid easement shall exist for such encroachment and for the maintenance of the same so long as the improvements shall stand. Such easements shall exist to a distance of not more than three feet as measured from any common boundary between adjacent Condominium Units and between each Condominium Unit and any adjacent Common Element along a line perpendicular to such boundaries at such points. Any such easement for encroachment shall include an easement for the maintenance and use of encroaching improvements in favor of each of the Unit Owners and their respective designees.

(e) Overhanging Troughs and Gutters. There shall be easements for overhanging troughs or gutters, downspouts and the discharge therefrom of rainwater and the subsequent flow thereof over the Condominium Units and the Condominium Property.

(f) Natural Growth. There shall be easements for overhanging natural growth of trees and shrubbery over the Condominium Units, the Limited Common Elements and the Common Elements.

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(g) Restrictions, Reservations and Easements of Record. The creation of this Condominium is subject to restrictions, reservations and easements which have been placed of record prior to the formation and filing hereof.

(h) Pedestrian and Vehicular Traffic. Easements for pedestrian traffic over, through and across sidewalks, paths, lanes and walks as the same may from time to time exist upon the Common Elements and be intended for such purpose; and for pedestrian and vehicular traffic and parking over, through, across and upon such portions of the Common Elements as may from time to time be paved and intended for such purposes, same being for the use and benefit of the Association and the Unit Owners and residents of the Condominium and their employees, guests and invitees.

(i) Developer's Ingress and Egress and Utility Purposes. In addition to the foregoing, the Developer for itself, its successors, assigns, agents and employees, including, without limitation, any person residing within the Condominium Property, their guests and invitees, their mortgagees, successors and assigns, expressly reserves an easement for ingress and egress and utility purposes over and across all roads existing from time to time within the Condominium Property, if such property is submitted to the Condominium Form of Unit Ownership.

(j) Grant of Additional Easements; Modifications and Termination. The Association shall have the right to (i) grant and declare additional easements over, upon, under and/or across the Common Elements in favor of the Unit Owners and residents of the Condominium and their guests and invitees, or in favor of any other person, entity, public or quasi-public authority or utility company, or (ii) modify, relocate, abandon or terminate existing easements within or outside of the Condominium in favor of the Association and/or the Unit Owners and residents of the Condominium and their guest and invitees or in favor of any person, entity, public or quasi-public authority, or utility company, as the Association may deem desirable for the proper operation and maintenance of the Condominium, or any portion thereof, or for the health, safety or welfare of the Unit Owners, or for any other reason or purpose. So long as such additional easements, or the modification, relocation or abandonment of existing easements will not unreasonably and adversely interfere with the use of Condominium Units for dwelling purposes, no joinder of any Unit Owner or any mortgagee of any Condominium Unit shall be required or, if same would unreasonably and adversely interfere with the use of any Condominium Unit for dwelling purposes, only the joinder of the Unit Owners and mortgagees of Condominium Units so affected shall be required. To the extent required, all Unit Owners hereby irrevocably appoint the Association as their attorney-in-fact for the foregoing purposes.

(k) Maintenance of Improvements. The Developer for itself and the Association reserves easements over the Condominium Property for ingress and egress, or for such other purposes as shall not unreasonably interfere with the customary use of the Condominium Property, including construction, maintenance, operation and the like over the Condominium Property.

(l) Sales and Leasing Activity. For as long as the Developer retains any ownership interest in any portion of Park Lake at Parsons, the Developer, its designees, successors and assigns, shall have the right to use any such Units and parts of the Common

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Elements or Association Property for guest accommodations, model apartments and sales, leasing and construction offices, to show model Units and the Common Elements to prospective purchasers and tenants of Units and/or "units" or "improvements" intended to be constructed within Park Lake at Parsons (and/or any Future Development Property), and/or to erect on the Condominium Property and Association Property signs and other promotional material to advertise Units or other portions of Park Lake at Parsons for sale or lease.

(m) Warranty. For as long as Developer remains liable under any warranty, whether statutory, express or implied, for act or omission of Developer in the development, construction, sale and marketing of the Condominium, then Developer and its contractors, agents and designees shall have the right, in Developer's sole discretion and from time to time and without requiring prior approval of the Association and/or any Unit Owner (provided, however, that absent an emergency situation, Developer shall provide reasonable advance notice), to enter the Condominium Property, including the Units, Common Elements and Limited Common Elements, for the purpose of inspecting, testing and surveying same to determine the need for repairs, improvements and/or replacements, and effecting same, so that Developer can fulfill any of its warranty obligations. **Nothing herein shall be deemed or construed as the Developer making or offering any warranty, all of which are disclaimed (except to the extent same may not be) as set forth in Section 26(c) below.**

(n) Exterior Building Maintenance. An easement is hereby reserved on, through and across each Unit and all Limited Common Elements appurtenant thereto in order to afford access to the Association (and its contractors) to perform roof repairs and/or replacements, repair, replace, maintain and/or alter rooftop mechanical equipment, to stage window washing equipment and to perform window washing and/or any other exterior maintenance and/or painting of the Building.

7. DEVELOPER'S UNITS AND PRIVILEGES. The Developer shall have the right to transact on the Condominium Property any business necessary to consummate the sale of Condominium Units, including but not limited to the right to maintain models, sales offices and construction trailers, erect signs, place employees in the office, use the Common Elements and show unsold Condominium Units. In addition to and without limiting the generality of the foregoing, the Developer shall have the right to show the Condominium Units it owns, the Limited Common Elements appurtenant thereto, if any, and the Common Elements to prospective purchasers and tenants, as well as the right to maintain a sales office, and to place and maintain signs and other promotional material on the Condominium Project. The sales office(s), signs and all items pertaining to sales shall not be considered Common Elements and shall remain the property of the Developer. In the event there are unsold Condominium Units, the Developer retains the right to be the Unit Owner thereof, under the same terms and conditions as other Unit Owners, save for this right to sell, rent or lease as contained in this paragraph.

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8. PERCENTAGE OF UNIT OWNERSHIP OF COMMON EXPENSES AND COMMON SURPLUS

(a) Percentage Ownership and Shares in Common Elements. The undivided percentage interest in the Common Elements and Common Surplus, and the percentage share of the Common Expenses, appurtenant to each Unit, is as set forth on Exhibit "E" attached hereto.

9. COMMON EXPENSES AND COMMON SURPLUS.

(a) Common Expenses of the Condominium Association, as defined hereinabove, shall be shared by all Unit Owners in accordance with an undivided share in the Unit Ownership of the Common Elements and the Common Surplus attributable to each Condominium Unit submitted to condominium Unit Ownership, as set forth in Section 8 hereinabove. It is understood that this shall include all expenses in connection with any assessments, insurance and all other expenditures for which the Association shall be responsible.

(b) The Common Surplus shall be owned by Unit Owners in accordance with the provisions set forth in Section 8 hereinabove as they relate to the undivided share in the Unit Ownership of the Common Elements and Common Surplus attributable to each Condominium Unit submitted to condominium Unit Ownership pursuant to this Declaration.

10. GOVERNING BODY. The affairs of the Condominium shall be conducted by a corporation incorporated pursuant to the *Florida Statutes* governing corporations not for profit. The name of the corporation to conduct the affairs of the Condominium shall be PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC., the Articles of Incorporation of which are attached hereto as Exhibit "C" and are made a part hereof as though set out in full herein. The Bylaws of the Association are attached hereto as Exhibit "D" and are made a part hereof as though set out in full herein.

11. UNIT OWNERSHIP IN THE ASSOCIATION.

(a) The Association shall at all times maintain a register setting forth names of the Unit Owners of all of the Condominium Units and in the event of the sale or transfer of any Condominium Unit to a third party, the purchaser or transferee shall notify the Association in writing of his or her interest in such Condominium Unit together with such recording information as shall be pertinent to identify the instrument by which purchaser or transferee has acquired his or her interest in the Condominium Unit. Further, the Unit Owner of each Condominium Unit shall at all times notify the Association of the names of the parties holding any mortgage or mortgages on any Condominium Unit, the amount of such mortgage or mortgages and the recording information which shall be pertinent to identify the mortgage or mortgages. The holder of any mortgage or mortgages upon any Condominium Unit may, if he or it so desires, notify the Association of the existence of any mortgage or mortgages held by such party on any Condominium Unit and, upon receipt of such notice, the Association shall register in its records all pertinent information pertaining to the same.

(b) The Developer and all persons hereinafter owning an interest in the Condominium Units, whose interest is evidenced by the recordation of a proper instrument in the Public Records of Hillsborough County, Florida, shall automatically be Unit Owners of the

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Association and such Unit Ownership shall automatically terminate when such persons have
divested themselves of such interest.

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(c) A Unit Owner or Unit Owners of a single Condominium Unit shall collectively be entitled to one (1) vote for that Condominium Unit, which vote shall be cast by the voting Unit Owner. If any Condominium Unit is owned by more than one person, other than a husband and wife, one of the Unit Owners of such Condominium Unit shall be designated, by a duly sworn certificate signed by all of the record Unit Owners of the Condominium Unit and filed with the Secretary of the Association, as the voting Unit Owner for that Condominium Unit. Failure by all Unit Owners of a Condominium Unit (except in the case of a husband and wife who are the sole Unit Owners of the Condominium Unit) to file such a sworn certificate with the Secretary prior to a Unit Owners' meeting shall result in depriving such Unit Owners of a vote at such meeting. In the case of a corporation, partnership or joint venture, the officer, director, agent or partner entitled to vote shall be designated by a certificate signed by the appropriate officer, director or partner of such entity and filed with the Secretary of the Association. In the case that a husband and wife are the sole Unit Owners of the Condominium Unit, they need not designate the voting Unit Owner and either of them appearing at a meeting of the Unit Owners may, if there is no objection from the other, cast the voting interest for that Condominium Unit. The appearance at any meeting of any co-Unit Owner of a Condominium Unit shall constitute that Condominium Unit's presence for the purpose of establishing a quorum, whether or not the co-Unit Owner in attendance is authorized to vote. Whenever a particular numerical or percentage vote is called for or provided for in this Declaration, or the Articles or Bylaws unless the particular provision describing the vote required shall specifically require to the contrary, the vote required shall be that percentage or fraction of the total number of voting interest of the Unit Owners present and voting, or if the provision involved so requires, that percentage or fraction of the total number of votes entitled to be voted on the matter. Unless a particular provision shall require otherwise, a majority vote of the number of voting interests of Unit Owners present and voting and entitled to vote on any matter shall be controlling, provided a quorum is present. A person or entity owning an interest in more than one (1) Condominium Unit may be designated as a voting Unit Owner for each Condominium Unit which he or it owns, and may cast one (1) vote for each such Condominium Unit.

(d) There shall be one (1) voting Unit Owner for each Condominium Unit submitted to condominium Unit Ownership pursuant to this Declaration and amendments hereto.

(e) All the affairs, policies, regulations and property of the Association shall be controlled and governed by the Board of Directors of the Association, consisting of not less than three (3) and not more than seven (7) voting Unit Owners who are to be elected annually in accordance with the Articles and Bylaws; provided, at all times there may only be an odd number of Directors on the Board.

(f) Subsequent to the filing of this Declaration, the Association, when authorized by a vote of two-thirds (2/3) of the total vote of the Unit Owners of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, Unit Ownerships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the enjoyment,

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recreation and other use or benefit of the Unit Owners. The expense of Unit Ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

12. AMENDMENT OF DECLARATION.

(a) This Declaration may be amended by affirmative vote of sixty-seven percent (67%) of the Unit Owners at a meeting duly called for such purpose pursuant to the Bylaws; provided, however, that no amendment shall be made which shall in any manner impair the security of an Institutional Mortgagee having a mortgage or other lien against any one or more Condominium Units or Condominium Parcels, or any other record Unit Owners of liens thereon. However, if such amendment is only for the purpose to correct an error or omission in this Declaration or in other documentation required by law to establish the condominium form of Unit Ownership, then such amendment shall nevertheless be effective when duly passed by an affirmative vote of fifty-one (51%) percent of the Unit Owners of the Association present or represented by written proxy in accordance with the Bylaws and recorded among the Public Records of Hillsborough County; provided, however, that the property rights of the Unit Owners are not materially and/or adversely affected by such amendment.

(b) Unless otherwise specifically to the contrary in this Declaration, no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Owner of a Unit shares the Common Expenses and owns the Common Elements and Common Surplus (any such change or alteration being a "Material Amendment"), unless the record Owner(s) thereof, and all record owners of mortgages or other liens thereon, shall join in the execution of the amendment and the amendment is otherwise approved by in excess of sixty-seven percent (67%) or more of the voting interests of Unit Owners. The acquisition of property by the Association, material alterations or substantial additions to such property or the Common Elements by the Association and installation, replacement, operation, repair and maintenance of approved hurricane shutters, if in accordance with the provisions of this Declaration, shall not be deemed to constitute a material alteration or modification of the appurtenances of the Units, and accordingly, shall not constitute a Material Amendment. Moreover, no amendment may be made to this Declaration which would affect the Surface Water Management System and the Storm Water Management System without the prior written approval of the South West Florida Water Management District.

(c) Notwithstanding anything herein contained to the contrary, during the time the Developer has the right to elect a majority of the Board of Directors of the Association, the Declaration, the Articles of Incorporation or the By-Laws of the Association may be amended by the Developer alone, without requiring the consent of any other party, to effect any change whatsoever, except for an amendment: (i) to permit time-share estates (which must be approved, if at all, by all Unit Owners and mortgagees on Units); or (ii) to effect a Material Amendment which must be approved, if at all, in the manner set forth in Section 12(b) above. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer, without the prior written consent of the Developer in each instance.

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(d) An amendment, other than amendments made by the Developer alone pursuant to the Act or this Declaration, shall be evidenced by a certificate of the Association, executed either by the President of the Association or a majority of the members of the Board of Directors which shall include recording data identifying the Declaration and shall be executed with the same formalities required for the execution of a deed. An amendment of the Declaration is effective when the applicable certificate is properly recorded in the Public Records of Hillsborough County, Florida. No provision of this Declaration shall be revised or amended by reference to its title or number only. Proposals to amend existing provisions of this Declaration shall contain the full text of the provision to be amended; new words shall be inserted in the text and underlined; and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder, rather than assist, the understanding of the proposed amendment, it is not necessary to use underlining and hyphens as indicated to words added or deleted but, instead a notation must be inserted immediately preceding the proposed amendment in substantially the following language: (“Substantial rewording of the Declaration. See provision ___ for present text.”).

(e) If it shall appear through scrivener’s error, that a Condominium Unit has not been designated as owning an appropriate undivided share of the Common Elements or does not bear an appropriate share of the Common Expenses or that all the Common Expenses or interest in the Common Surplus or all of the Common Elements in the Condominium have not been distributed in the Declaration, such that the sum total of the shares of Common Elements which have been distributed or the sum total of the shares of the Common Expenses or Unit Ownership of Common Surplus fail to equal one hundred (100%) percent (or if it shall appear that, through such error, more than one hundred (100%) percent of Common Elements or Common Expenses or Unit Ownership of the Common Surplus shall have been distributed) such error may be corrected by the filing of an amendment to this Declaration approved by the Board of Directors of the Association or fifty-one percent (51%) of the Unit Owners. The amendment to the Declaration shall be evidenced by a certificate of the Association which shall include the recording data identifying the Declaration and shall be executed in the form required for the execution of a deed and recorded in the Public Records of Hillsborough County, Florida.

(f) Notwithstanding any provision of this Declaration to the contrary, mortgagee consent shall not be required for any amendment to this Declaration unless such amendment materially affects the rights and interests of any mortgagee, or is otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and no mortgagee shall unreasonably withhold or delay its consent to any proposed amendment. Except for amendments to this Declaration changing the configuration or size of any Condominium Unit in any material fashion, materially altering or modifying the appurtenances to any Condominium Unit, or changing the proportion or percentage by which the Unit Owner of any Condominium Unit shares the common expenses and owns any common surplus and except for any amendments to this Declaration permitting time-share estates, amendment to this Declaration shall be presumed not to materially affect the rights or interests of mortgagees. In the event that mortgagee(s) consent to any amendment to this Declaration is provided other than by a properly recorded joinder, such consent shall be evidenced by an affidavit of an officer of the Association recorded in the Public Records of Hillsborough County, Florida. This Section may not be amended without the prior written consent of the Developer and all of the mortgagees of Condominium Units.

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13. TYPE OF UNIT OWNERSHIP. Unit Ownership of each Condominium Parcel, which shall include the Condominium Unit and the undivided share in the Common Elements herein specified, shall be evidenced by Special Warranty Deed from the Developer conveying fee simple title to the Condominium Parcel.

14. ASSESSMENTS, LIABILITY, LIEN, INTEREST, COLLECTION.

(a) The Association, through its Board of Directors, shall have the power to make and collect assessments, special assessments and such other assessments as are provided for by the Condominium Act, this Declaration and/or the Bylaws.

(b) The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and shall assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Unit Owners in the portions or shares set forth in Sections 8 and 9 hereinabove. Assessments shall be payable monthly or in such other installments and at such other times as may be fixed by the Board of Directors.

(c) Should the Association through its Board of Directors at any time determine that the assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect additional assessments to meet such needs of the Association.

(d) All notices of assessments from the Association to the Unit Owners shall designate when they are due and payable.

(e) The Association has a lien on each Condominium Parcel for any unpaid assessments, regular or special, made hereunder and costs incurred in collecting same, including reasonable attorney's fees and interest (as described in Section 14(g) below), which are incident to the collection of the assessment with respect to said Condominium Parcel or enforcement of the lien. The lien is effective from and shall relate back to the last to occur or the recording of this Declaration of Condominium or an amendment hereto creating the Condominium Parcel. However, as to first mortgages of record, the lien is effective from and after recording of a claim of lien. The lien shall be recorded in the Public Records of Hillsborough County and provide for the description of the Condominium Parcel, the name of the record Unit Owner, the name and address of the Association, the amount due and the due dates.

(f) In addition to the lien rights set forth above, the Association shall be entitled to collect interest at a rate determined by the Association which rate shall not exceed the highest rate allowed by law from the due date until the date of payment of any assessment, regular or special, made hereunder which is not paid within ten (10) days of the due date of any such assessment.

(g) A Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for all assessments which come due while he or she is the Unit Owner. Additionally, a Unit Owner is jointly and severally liable with the previous Unit Owner for all unpaid assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the Unit

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Owner may have to recover from the previous Unit Owner the amounts paid by the Unit Owner. The liability of a first mortgagee or its successors or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of:

(i) The Unit's unpaid common expenses and regular periodic assessments which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or

(ii) One percent (1%) of the original mortgage debt. The provisions of this Section shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discovered by the mortgagee.

The person acquiring title shall pay the amount owed to the Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle the Association to record a claim of lien against the Parcel and proceed in the same manner as provided in this section for the collection of unpaid assessments.

(h) The Association may bring an action in its name to foreclose a lien for assessments in the manner a mortgage of real property is foreclosed and may also bring an action to recover a money judgment for the unpaid assessments without waiving any claim of lien.

(i) So long as the Developer is offering Condominium Units for sale, the Developer shall not be liable for the payment of assessments on Condominium Units that it owns during the period that the Developer has guaranteed the assessments for Common Expenses since the Developer guarantees to each Unit Owner that assessment of Common Expenses of the Condominium imposed upon each Unit Owner (other than the Developer) will not exceed the amounts set forth in Exhibit "F" attached hereto and incorporated herein for the respective Unit and period set forth on Exhibit "F". The guarantee period commences with the recording of this Declaration and continues until the expiration of twenty four (24) months from the date of recording this Declaration or turnover of control of the Association, whichever occurs earlier ("Initial Termination Date"). The Association's fiscal year shall be from January 1 through December 31, unless the Board of Directors determines otherwise. During such period, the Developer will pay to the Association any amount of Common Expenses incurred during that period which exceeds the guaranteed level of assessments against other Unit Owners. After the Initial Termination Date, the Developer will have the option of extending the guarantee for one or more additional six month periods by written notice to the Board, provided the guarantee amount shall remain the same as the last period set forth above. Notwithstanding the above and as provided in Section 718.116(9)(a)(2) of the Condominium Act, in the event of an Extraordinary Financial Event (as hereinafter defined), the costs necessary to effect restoration shall be assessed against all Unit Owners owning units on the date of such Extraordinary Financial Event, and their successors and assigns, including the Developer (with respect to Units owned by the Developer). As used in this Subsection, an "Extraordinary Financial Event" shall

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mean Common Expenses incurred prior to the Initial Termination Date (as same may be extended) resulting from a natural disaster or Act of God, which is not covered by insurance proceeds from the insurance maintained by the Association as required by Section 718.111(1)(a) of the Act.

15. MAINTENANCE. The responsibility for the maintenance of the Condominium Property as it may apply hereafter, shall be as follows:

(a) By the Association. The Association shall be responsible for the maintenance, repair or replacement of the following:

(i) All Common Elements.

(ii) All portions of the Condominium Units (except interior wall surfaces) contributing to the support of the Building (including Units), which portions shall include, but not be limited to, the outside walls of the Building, load bearing columns, the roofs of the Building and the skylights, if any, on the Condominium Property.

(iii) All Common Elements including but not limited to conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of the Condominium Unit contributing to the support of the Building or within interior boundary walls and all such facilities contained within a Condominium Unit which service part or parts of the Condominium other than the Condominium Unit within which it is contained.

(iv) All Limited Common Elements, except as described in subparagraph 15(b) of this Declaration.

(v) All incidental damage caused to a Condominium Unit by such work shall be promptly repaired at the expense of the Association.

(vi) The Surface Water Management System and the Storm Water Management System, whether located on the Condominium Property or servicing the Condominium Property, permitted by the South West Florida Water Management District, including all lakes, retention areas, water management areas, ditches, culverts, structures and related appurtenances.

(vii) A portion of the roadways, entryways, and entryway features servicing the Land.

(b) By the Unit Owner. Each Unit Owner shall operate, maintain, repair and replace, at the Unit Owner's expense:

(i) All portions of the Condominium Unit, if any, except the portions to be maintained, repaired and replaced by the Association. Included within the responsibility of the Unit Owner shall be windows, screens on windows and doors on the

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exterior of his Condominium Unit, and framing for same. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

(ii) The air conditioning and heating systems exclusively serving the Unit Owner's Condominium Unit, whether inside or outside of his Condominium Unit.

(iii) To the extent applicable, the Unit Owner's patios and balconies.

(iv) Within the Unit Owner's Condominium Unit, all cabinets, electrical fixtures, appliances, water heaters, carpeting and other floor coverings, wall coverings and finishings, sinks, fans, stoves, refrigerators, washers, if any, dryers, if any, disposals, if any, compactors, if any, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, television transmission, sewage and sanitary service to the Condominium Unit, as well as all personal property of the Unit Owner.

(v) All tubing, wiring and pipes that only serve the individual Condominium Unit.

(vi) With respect to all apertures of a Unit, the interior, unfinished surfaces of such apertures, including all frameworks thereof, exterior surfaces made of glass or other transparent materials, exterior doors of any type, including the locks, hinges and other hardware thereof, and all framings and casings thereof shall be maintained and repaired by the Unit Owner.

All property to be maintained, repaired and/or replaced by a Unit Owner shall be maintained at all times in a first class condition and in good working order, if same affects the exterior appearance of the Condominium, so as to preserve a well-kept appearance throughout the Condominium, and no such maintenance repair or replacement shall be performed in a manner which changes or alters the exterior appearance of the Condominium from its original appearance or condition without the prior written consent of the Association, and in all circumstances in accordance with the Community Wide Standards. All property to be maintained, repaired and/or replaced by a Unit Owner which is inside of the Unit Owner's Condominium Unit and which does not affect the exterior appearance of the Condominium shall be maintained at all times in a condition which does not and will not adversely affect any other Unit Owner or any portion of the Condominium Property.

No Unit Owner shall operate, maintain, repair or replace any portion of the Common Elements or Common Facilities to be operated, maintained, repaired and/or replaced by the Association without first obtaining written approval from the Association. Each Unit Owner shall promptly report to the Association any defects or need for repairs, maintenance or replacements, the responsibility for which is that of the Association.

Notwithstanding anything herein to the contrary, the cost and expense of any maintenance, repair or replacement of the Condominium Property necessitated by the negligence, misuse or neglect of a specific Unit Owner(s) shall be the sole responsibility of said Unit Owner(s).

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(c) At the option of the Association:

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The Association may, at its own expense:

(i) Use and expend the assessments collected, to maintain, care for and preserve the Condominium Property, except those portions thereof which are expressly required to be maintained, cared for and preserved by the Unit Owners and except that assessments for reserves shall be used for the purposes for which they are reserved unless their use for other purposes is approved in advance by a vote of the majority of the voting interest of the Association at a duly called meeting;

(ii) Purchase the necessary equipment and tools required in the maintenance, care and preservation referred to above;

(iii) Enter into and upon the Condominium Units when necessary and with as little inconvenience to the Unit Owners as possible in connection with the maintenance, repair or replacement of any Common Elements including any Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements including any Limited Common Elements or to another Condominium Unit or Condominium Units. Whenever it is necessary to enter any Condominium Unit for the purpose of performing any such maintenance, repair and replacement, the Unit Owner shall permit the Association or persons authorized by it to enter the Condominium Unit for such purposes, provided that such entry may be made only at reasonable times and with reasonable advance notice, except that in the case of an emergency, no advance notice will be required. To facilitate entry in the event of any emergency, the Unit Owner of each Condominium Unit, shall deposit a key to his Condominium Unit with the Board of Directors;

(iv) Insure and keep insured said Condominium Property in the manner set forth in the Declaration against loss from fire and/or other casualty, and Unit Owners against public liability and to purchase such other insurance as the Board of Directors may deem advisable;

(v) Collect delinquent assessments by suit or otherwise, abate nuisances and enjoin or seek damages from the Unit Owners for violation of the Bylaws, the Rules and Regulations, if any, and the terms and conditions of this Declaration;

(vi) To employ workmen, janitors and gardeners and purchase supplies and equipment, to enter into contracts in connection with any of the foregoing items or for other services deemed advisable and to delegate to such contractor or manager such powers as may be necessary in connection with the operation of the Buildings and the Condominium Property;

(vii) To pay any charge, assessment or tax imposed by any improvement district or special taxing district; and

(viii) To perform any other tasks or functions permitted pursuant to the Articles of Incorporation.

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16. ENFORCEMENT OF MAINTENANCE. In the event a Unit Owner fails to operate, maintain or repair his Condominium Unit, as required in Section 15 above, the Association or any other Unit Owner shall have the right to petition to the Division of Florida Land Sales, Condominiums and Mobile Homes for mandatory non-binding arbitration, as more specifically set forth in the arbitration Rules of Procedure promulgated by the Division. The Association may levy reasonable fines against a Unit for the failure of the Owner of the Unit or its occupant, licensee or invitee to comply with any provision of the debt of this Declaration, the Association Bylaws, or reasonable rules of the Association. No fine will become a lien against a Unit. No fine may exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00. No fine may be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owner and, if applicable, its licensee or invitee. The hearing must be held before a committee of other Unit Owners. If a committee does not agree with the fine, the fine may not be levied. The provisions of this section do not apply to unoccupied Units

17. INSURANCE. The insurance (other than title insurance) which shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

(a) Purchase; named insured; custody and payment of policies. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Condominium Property, the Common Elements, Limited Common Elements and the respective Condominium Units for the full replacement or insurable value thereof. The named insured shall be the Association individually and as an agent for the Unit Owners covered by the policy without naming them and their mortgagees to the extent of their respective interests. Unit Owners may obtain insurance coverage at their own expense upon their personal property and for their personal liability. All Association policies shall provide that payments for losses made by the insurer shall be paid to the Insurance Trustee (as described in Section 17(o)) (if appointed). All policies shall provide thirty (30) days' notice of cancellation to the Association. The above insurance provision specifically does not include coverage on personal property coverage for floor coverings, wall coverings and ceiling coverings of each Condominium Unit or for personal liability or living expenses of Unit Owners. Each Unit Owner should obtain insurance coverage at his own expense to protect his Condominium Unit, furnishings, including floor coverings, wall coverings or ceiling coverings, furniture, personal property, personal liability, and living expenses and all electrical fixtures, appliances, air conditioner, heating equipment, water heater and built-in cabinets located within the Condominium Unit. The insurance coverage acquired by the Association does not protect a Unit Owner against liability, personal injury or damage occurring within his Condominium Unit; it does not cover loss or damage to the Unit and its contents resulting from fire, theft, loss, vandalism, wind, water, rain, hurricanes or other casualty, and does not include floor coverings, wall coverings, ceilings coverings, living expenses and all electrical fixtures, appliances, air conditioner, heating equipment, water heater and built-in cabinets located within the Condominium Unit. It shall be the obligation of the individual Unit Owner to purchase and pay for any insurance covering such risks.

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(b) Coverage.

(i) Casualty insurance coverage shall afford protection against loss or damage by fire and other hazards covered by a standard extended coverage endorsement and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Buildings on the Condominium Property.

(ii) Public liability coverage in such amounts and with such coverage as shall be required by the Board of Directors of the Association, with cross-liability endorsement to cover liabilities of the Unit Owners as a group.

(iii) Workers' compensation coverage to meet legal requirements.

(iv) Flood insurance coverage to meet legal requirements.

(c) Fidelity Bonds. The Association shall obtain and maintain adequate insurance or fidelity bonding of all persons who control or disburse funds of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this section, the term "persons who control or disburse funds of the Association", includes but is not limited to those individuals authorized to sign checks, and the president, secretary and the treasurer of the Association. The Association shall bear the cost of such insurance or bonding.

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

(d) Premiums. Premiums upon such insurance policies purchased by the Association shall be a Common Expense. If any policy of insurance is canceled, the Association shall give notice to each mortgagee listed in the roster of mortgagees.

(e) Shares 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 Insurance Trustee (if appointed) as agent for the Association, the Unit Owners and their mortgagees. The duty of the Insurance Trustee shall be to receive the insurance proceeds and other funds that are paid to it and hold the same in trust for the purposes stated herein and for the benefit of the Unit Owners and their mortgagees in the following shares:

(i) Unit Owners. An undivided share for each Unit Owner, that share being the same as the undivided share in the Common Elements appurtenant to his or her Condominium Unit.

(ii) Mortgagees. In the event a mortgagee endorsement of an insurance policy has been issued as to a Condominium Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear. Any Institutional Mortgagee or person holding a mortgage on a Condominium Unit shall be entitled to request and receive a mortgagee endorsement to the hazard insurance

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carried by the Association if such mortgagee endorsement is reasonably available, and a copy of the policy. No mortgagee shall have any right to 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 of proceeds made to the Unit Owner and mortgagee, which distributions shall be made by check payable jointly to the Unit Owner and mortgagee.

(f) Distribution of proceeds. Proceeds of insurance policies received by the Insurance Trustee (if appointed) shall be distributed to or for the benefit of the beneficial Unit Owners in the manner hereafter provided.

(g) Association as agent. The Association is irrevocably appointed agent for each Unit Owner and for each holder of a mortgage or other lien upon a Condominium Unit and for each Unit 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.

(h) Determination whether to reconstruct and repair. Whether or not Condominium Property damaged by casualty shall be reconstructed and repaired shall be determined in the following manner:

(i) Lesser Damage. If two-thirds (2/3) or more of the Condominium Units are tenantable after the casualty (as determined by the Board of Directors of the Association), the damaged Condominium Property shall be reconstructed and repaired.

(ii) Major Damage. If less than two thirds (2/3) of the Condominium Units are tenantable after the casualty (as determined by the Board of Directors of the Association), whether the damaged Property will be reconstructed and repaired or the Condominium terminated shall be determined at a meeting of Unit Owners which shall be held within sixty (60) days from the casualty. Notice of such meeting shall be properly given to all such Unit Owners, and a majority of the voting interests shall constitute a quorum for such meeting. If the reconstruction and repair is approved at the meeting by a majority of the Unit Owners present at the meeting, the damaged Condominium Property will be reconstructed and repaired; but if not so approved, the Condominium shall be terminated in the manner provided in this Declaration for termination by agreement, except that no further consent or vote of Unit Owners or mortgagees shall be required for such termination, it being conclusively presumed in such instance that the required number of Unit Owners and mortgagees have consented to such termination.

(iii) Binding Decision. The Board of Directors of the Association's decision as to whether or not less than two-thirds (2/3) of the Condominium Units are tenantable after a casualty shall be binding upon all Unit Owners.

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(i) Responsibility for reconstruction and repair. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property as provided herein.

(j) Plans and Specifications. Any reconstruction and repair must be substantially in accordance with the plans and specifications for the original improvements, or if not, then according to plans and specifications approved by the Board of Directors of the Association and two-thirds (2/3) of the voting interests.

(k) Assessments, determination of sufficiency of funds. If the proceeds of insurance are not sufficient to defray the costs of construction and repair for which the Association is responsible, assessments shall be made by the Association against all Unit Owners in sufficient amounts to provide funds for the payment of those costs previously incurred or to be incurred. The assessments shall be made as for a Common Expense.

(l) Disbursement of Funds. The funds held by the Insurance Trustee (if appointed) after a casualty, which will consist of proceeds of insurance and the sums collected from assessments against Unit Owners on account of the casualty, shall be disbursed in the following manner and order:

(i) Termination of the Condominium. If the Condominium is terminated by failure of the Unit Owners to approve reconstruction and repair after Major Damage, the insurance funds shall be remitted jointly to the Unit Owners and their mortgagees of the damaged Condominium Units to compensate them for the cost of reconstruction and repair. The Unit Owners and their mortgagees of the damaged Condominium Unit shall receive a share equal to the estimated cost of reconstruction and repair of the damage in each Condominium Unit as it bears to the total of these costs in all damaged Condominium Units; provided, however, that no Unit Owner and his mortgagee shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. The remaining funds shall be owned by the Unit Owners and their mortgagees as their interests appear, in the undivided shares in which they own the Common Elements prior to the termination, and shall be distributed to the beneficial Unit Owners, remittances to Unit Owners and their mortgagees being made payable jointly to them.

(ii) Reconstruction and repair of damage. If the damaged property is to be reconstructed and repaired, the funds shall be disbursed in the following manner:

(iii) If the estimated costs of reconstruction and repair which are the responsibility of the Association do not exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Insurance Trustee (if appointed) upon the order of the Association in payment of these costs.

(iv) If the estimated costs of reconstruction and repair which are the responsibility of the Association exceed Ten Thousand Dollars (\$10,000.00), the funds shall be disbursed by the Insurance Trustee (if appointed) in payment of these costs in the

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manner required by the Board of Directors of the Association, which shall supervise the work and approve all disbursements as being due and properly payable.

(v) If there is a balance of insurance proceeds after payment of the cost of reconstruction and repair which are the responsibility of the Association, this balance shall be distributed to Unit Owners of damaged Condominium Units who have responsibility for reconstruction and repair of their Condominium Units. The distribution shall be in the shares that the estimated cost of reconstruction and repair of this damage in each damaged Condominium Unit bears to the total of these costs in all damaged Condominium Units; provided, however, that no Unit Owner shall be paid an amount in excess of the estimated cost of repair of his Condominium Unit. If there is a mortgage upon a Condominium Unit, the distribution shall be paid to the Unit Owner and the mortgagee jointly and they may use the proceeds as they may determine.

(m) Benefit of mortgagees. The provisions in this section are for the benefit of mortgagees of Condominium Units as well as Unit Owners, and may be enforced by any such mortgagee, and shall not be amended without the consent of all Institutional Mortgagees holding first mortgages on Condominium Units. Notwithstanding the foregoing, the Association shall not be responsible for its failure to make a payment jointly to the Unit Owners and the mortgagee if the mortgagee has not previously notified the Association in writing that it has a mortgage on a Condominium Unit.

(n) Policy Copies. A copy of each insurance policy in effect shall be available for inspection by the Unit Owners at reasonable times.

(o) Insurance Trustee. The Board of Directors of the Association shall have the option in its discretion of appointing an Insurance Trustee hereunder. If the Association fails or elects not to appoint such Insurance Trustee, the Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. Fees and expenses of any Insurance Trustee are Common Expenses. The Insurance Trustee, if so appointed, shall be a bank or trust company in Florida, with trust powers, with its principal place of business in the State of Florida. The Insurance Trustee shall not be liable for payment of premiums, nor for the renewal or the sufficiency of policies, nor the failure to collect any insurance proceeds.

18. CONDEMNATION AND EMINENT DOMAIN.

(a) The taking of any Condominium Property by condemnation or eminent domain proceedings shall be deemed to be a casualty, and the awards for the taking shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with an Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with an Insurance Trustee (if appointed), and in the event of a failure to do so, in the discretion of the Association, the Association may bring an action against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against the sums hereafter made payable to that Unit Owner.

(b) In the event of any condemnation or eminent domain proceedings, a meeting of the Unit Owners of the Association shall be called within sixty (60) days after the

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taking of any Condominium Property by condemnation or eminent domain proceedings is final to determine whether the Condominium will be terminated. Termination of the Condominium shall be effected as provided in Section 23 of this Declaration.

(c) If the Condominium is terminated after condemnation or eminent domain proceedings, the proceeds of the awards and special assessments will be deemed to be Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation or eminent domain proceedings, the size of the Condominium will be reduced, the Unit Owners of condemned or taken Condominium Units will receive their pro rata share of the condemnation award applicable to said Condominium Units, and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and special assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by the Insurance Trustee (if appointed) after a casualty.

(d) If the taking reduces the size of a Condominium Unit and the remaining portion of the Condominium Unit can be made tenantable, the award for the taking of a portion of the Condominium Unit shall be used for the following purposes in the order stated as the following changes shall be effected in the Condominium:

(i) The Condominium Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the Unit Owner of the Condominium Unit.

(ii) The balance of the award, if any, shall be distributed to the Unit Owner of the Condominium Unit and to each mortgagee of the Condominium Unit, the remittance being made payable jointly to the Unit Owner and his or her mortgagees.

(e) If the taking is of the entire Condominium Unit or so reduces the size of a Condominium Unit that it cannot be made tenantable, the award for the taking of the Condominium Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(i) The award shall be paid jointly to all Unit Owners and the mortgagees of Condominium Units not tenantable and in an amount equal to the market value of the Condominium Unit immediately prior to the taking and with credit being given for payments repairing and replacing the Common Elements.

(ii) The remaining portion of the Condominium Unit, if any, shall become part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work shall exceed the balance of the fund from the award for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements.

(iii) The shares in the Common Elements appurtenant to the Condominium Units that continue as part of the Condominium shall be adjusted to

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distribute the Unit Ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by restating the shares of continuing Unit Owners in the Common Elements as elsewhere provided in the Declaration.

(iv) If the amount of the award for the taking is not sufficient to pay the market value of a condemned or taken Condominium Unit to the Unit Owner and to condition the remaining portion of the Condominium Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by assessments against all of the Unit Owners who will continue as Unit Owners of Condominium Units after the changes in the Condominium effected by the taking. The assessments shall be made in proportion to the shares of those Unit Owners in the Common Elements after the changes effected by the taking.

(v) If the market value of a Condominium Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Condominium Unit and the Association within thirty (30) days after notice by either party, the value shall be determined by one MAI appraiser mutually agreed upon by the Unit Owner, mortgagees and the Association, or if the parties are unable to agree as to an appraiser, the value shall be determined as the average of three (3) appraisals by three (3) such appraisers, one (1) of whom shall be selected by the Association, one by the Unit Owner, and one by the appraisers so selected. The cost of such appraisal or appraisals shall be a Common Expense of the Association.

(f) Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors; provided, that if the cost of the work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for further improvement of the Common Elements. The balance of the awards for the taking of the Common Elements, if any, shall be distributed to the Unit Owners in the share in which they own the Common Elements after adjustment of these shares on account of the condemnation or eminent domain proceedings. If there is a mortgage on a Condominium Unit, the distribution shall be paid jointly to the Unit Owner and the mortgagee(s) of the Condominium Unit.

(g) The changes in Condominium Units, in the Common Elements and in the Unit Ownership of the Common Elements that are effected by condemnation shall be evidenced by an amendment of this Declaration of Condominium that need be approved only by the Board of Directors of the Association.

19. MAINTENANCE OF COMMUNITY INTEREST. In order to maintain a community of congenial Unit Owners who are financially responsible and thus protect the value of the Units, the transfer of Units by any Unit Owner other than the Developer shall be subject to the following provisions so long as the Condominium exists which provisions each Unit Owner covenants to observe:

(a) Conveyances, Sales and Transfers. There are no restrictions on conveyances, sales or other transfers of Condominium Units in this Condominium.

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(b) Leasing Restrictions. No Unit shall be leased for a period less than twelve (12) months, nor shall any Unit be leased without the prior written approval of the Board, which approval is subject to the Board's sole and absolute discretion, nor shall any Unit be used or sold on a "time share basis". There shall be a One Hundred and No/100 Dollars (\$100.00) review fee owing to the Association for review of each proposed lease for a Unit. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of tenants (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases are hereby made subordinate to any lien filed by the Condominium Association, whether prior or subsequent to such lease. The Association may charge a fee in connection with the approval of any lease, sublease, or other transfer of a Unit requiring approval, provided, however that such fee may not exceed \$100 per applicant other than husband/wife or parent/dependent child, which are considered one applicant, and provided further, that if the lease or sublease is a renewal of a lease or sublease with the same lessee or sublessee, no charge shall be made. If so required by the Association, a tenant wishing to lease a Unit shall be required to place in escrow with the Association a reasonable sum, not to exceed the equivalent of one month's rental, which may be used by the Association to repair any damage to the Common Elements and/or Association Property resulting from acts or omissions of tenants (as determined in the sole discretion of the Association). Payment of interest, claims against the deposit, refunds and disputes regarding the disposition of the deposit shall be handled in the same fashion as provided in Part II of Chapter 83, Florida Statutes.

(c) Corporate or Partnership Purchaser or Lessee. The purchaser or lessee of a Condominium Unit may be a corporation or general partnership or limited partnership. A corporate or partnership Unit Owner shall not be permitted to designate nor permit more than three (3) different occupants, and their families, to occupy the Unit within any twelve (12) month period.

(d) Loaning. No Unit Owner may loan his or her Unit, regardless of whether any consideration is paid, for a period of less than twelve (12) months, without the consent of the Board of Directors. For purposes hereof, loaning means the use of a Unit when the Unit Owner is not present at the Unit by persons other than the Unit Owner's immediate family members. For purposes hereof, immediate family members mean any parent, siblings and children.

20. RESTRAINT UPON SEPARATION AND PARTITION. Any transfer of a Condominium Parcel must include all elements thereof as aforescribed and appurtenances thereto, whether or not specifically described, including but not limited to the Unit Owner's share in the Common Elements and the Limited Common Elements and his or her Association membership. The shares in the Common Elements appurtenant to a Unit are undivided and no action for partition for the Common Elements shall lie. Further, the undivided share in the Common Elements shall not be separated from the Condominium Unit and the share in the Common Elements appurtenant to a Condominium Unit.

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21. USE RESTRICTIONS.

(a) Use Restrictions. In addition to the other obligations and duties heretofore set out in this Declaration, every Unit Owner or occupant of a Condominium Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein or the Exhibits hereto.

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

(i) Each Unit shall be used as a residence and/or home office only, except as otherwise herein expressly provided, all in accordance with all applicable municipal, county and state codes, ordinances and regulations. Home office use of a Unit shall only be permitted to the extent permitted by law and to the extent that the office is not staffed by employees, is not used to receive clients and/or customers and does not generate additional visitors or traffic into the Unit or on any part of the Condominium Property. The provisions of this Section 21(a)(i) shall not be applicable to Units used by the Developer for model apartments, sales offices, management services, repairs, maintenance or construction.

(ii) All automobiles shall be parked only in the parking spaces so designated for that purpose by the Association, and in accordance with the Association's rules and regulations concerning same. Unit Owners may not park in the guest parking spaces. Each Unit Owner agrees to notify all guests of the regulations regarding parking, and to require guests to abide by such parking regulations. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four hours except temporarily during periods for purposes of actual construction or repair of a structure, or moving in or out and for moving or transferring furniture or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle shall be permitted to be parked overnight. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure. No boat, boat trailer or other trailer of any kind, camper, mobile home, motor home or disabled vehicle shall be permitted to be parked or stored on the Condominium Property, unless stored in the Unit Owner's assigned spaces, to the extent the Unit Owner has one. Any such vehicle or any of the properties mentioned in this subparagraph may be removed by the Association at the expense of the Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association; and the Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefor. No repairing of automobiles, trailers, boats, campers, golf carts, or any other property of a Unit Owner will be permitted on the Condominium Property.

(iii) No commercial truck, commercial van, or other commercial vehicle, and no boat, boat trailer or other trailer of any kind, camper, mobile home, disabled vehicle, motor home or recreational vehicle shall be used on the Condominium Property as a domicile or residence, either permanent or temporary.

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(iv) Each Unit Owner shall maintain his or her Condominium Unit in good condition and repair, including all internal surfaces within or surrounding his or her Condominium Unit, and each Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his or her Condominium Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

(v) Each Unit Owner shall maintain his or her Condominium Unit in a clean and sanitary manner.

(vi) Without limiting the generality of Section 28(a) hereof, no Unit Owner shall cause or allow improvements or changes to any Unit, Limited Common Elements appurtenant thereto, Common Elements or Association Property, including, but not limited to, painting or other decorating of any nature, installing any electrical wiring, television antenna, machinery, or air-conditioning units, which in any manner change the appearance of any portion of the Building, without obtaining the prior written consent of the Association (in the manner specified in Section 28(a) hereof). Curtains, blinds, shutters, levelors, or drapes (or linings thereof) which face the exterior windows or glass doors of Units shall be white or off-white in color and shall be subject to disapproval by the Association, in which case they shall be removed and replaced with acceptable items.

(vii) No nuisances (as defined by the Association) shall be allowed on the Condominium or Association Property, nor shall any use or practice be allowed which is a source of annoyance to occupants of Units or which interferes with the peaceful possession or proper use of the Condominium and/or Association Property by its residents, occupants or members. No activity specifically permitted by this Declaration shall be deemed a nuisance, regardless of any noises and/or odors emanating therefrom (except, however, to the extent that such odors and/or noises exceed limits permitted by applicable law). Additionally, any construction and/or remodeling work on a Unit by anyone other than the Developer may only occur during the business hours of 9:00 a.m. to 5:00 p.m. E.S.T. on Monday through Friday, and not at all on holidays and/or weekends.

(viii) Each Unit Owner may only identify his or her Condominium Unit by a name plate if approved by the Association and mounted in a place and manner so approved. All mailboxes shall be approved by the Association prior to installation. No newspaper tubes or driveway reflectors shall be installed.

(ix) No signs, advertising, or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Condominium Unit, Common Element or Limited Common Element; nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Condominium Unit, without the prior written approval of the Board of Directors, except that the Developer can post such signs until all of the Condominium Units owned by it are sold.

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(x) Unless installed by the Developer or meeting the sound insulation specifications set forth herein (as same may be modified from time to time), hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers, kitchens and bathrooms. Although prior Board approval is not required, the installation of any hard and/or heavy surface floor coverings must meet the following specifications: the aggregate sound isolation and acoustical treatment shall carry a minimum Sound Transmission Classification (SIC) of 50, and the installation of the foregoing insulation materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials from any rigid part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent walls and fittings (horizontal transmission) and must be installed prior to the Unit being occupied. Notwithstanding the foregoing, the floor coverings (and insulation and adhesive material therefor) installed on any balcony, terrace, patio and/or lanai shall not exceed a thickness that will result in the finish level of the balconies, terraces, patios and/or lanais being above the bottom of the scuppers. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the building. All areas within a Unit other than foyers, kitchens and bathrooms are to receive sound absorbent, less dense floor coverings, such as carpeting or hard surface floor coverings meeting the specifications described above. The Board will have the right to specify the exact material to be used on balconies, terraces, patios and/or lanais. Any use guidelines set forth by the Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations. **Applicable warranties of the Developer, if any, shall be voided by violations of these restrictions and requirements. Each Owner agrees that sound transmission in a building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portions of the Condominium Property, and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from sound transmission.**

(xi) No improper, offensive, hazardous or unlawful use shall be made of the Condominium or Association Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereover shall be observed. Violations of laws, orders, rules, regulations or requirements of any governmental agency having jurisdiction thereover, relating to any portion of the Condominium and/or Association Property, shall be corrected by, and at the sole expense of, the party obligated to maintain or repair such portion of the Condominium Property, as elsewhere herein set forth. Notwithstanding the foregoing and any provisions of this Declaration, the Articles of Incorporation or By-Laws, the Association shall not be liable to any person(s) for its failure to enforce the provisions of this Section 21. No activity specifically permitted by this Declaration, shall be deemed a nuisance or a violation of this Section.

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(xii) All damage to the Condominium Property caused by the moving and/or carrying of articles therein shall be paid by the Unit Owner or person in charge of such articles. The Association may require the Unit Owner to deposit funds with the Association as security for any damage caused by moving and/or carrying articles therein.

(xiii) Soliciting is strictly forbidden. Unit Owners should notify the Association if a solicitor appears.

(xiv) No Unit Owner or resident of a Condominium Unit shall permit or suffer anything to be done or kept in his or her Condominium Unit which will increase the insurance rates on his Condominium Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the right of other Unit Owners or residents or annoy them by unreasonable noises or otherwise; nor shall an Unit Owner of a Condominium Unit commit or permit any nuisances, immoral or illegal act in a Condominium Unit, the Limited Common Elements, if any, or on the Common Elements.

(xv) Unit Owners shall not do anything within their Units or on the Common Elements which would adversely affect the safety or soundness of the Common Elements or any portion of the Condominium Property.

(xvi) Each Unit Owner or resident shall conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Condominium Unit, Limited Common Elements and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Unit Owner's property by, through, or under him do likewise.

(xvii) Each Unit Owner or resident shall allow the Association or its authorized agent to enter any Condominium Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair and/or replacement of any Common Elements which include Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements which include the Limited Common Elements or to another Condominium Unit or Condominium Units.

(xviii) Unit Owners or residents shall make no repairs to any plumbing or electrical wiring within a Unit except by a plumber or electrician licensed in Hillsborough County, Florida.

(xix) No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by the Board of Directors in writing. No outside satellite receptor dishes or devices or any other type of electronic device now in existence, or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of the Board of Directors. A flagpole for display of the American flag only and any other flag approved in writing by the Board of Directors shall be

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permitted and its design and location must be first approved in writing by the Board of Directors; provided, however, any Unit Owner may display one portable, removable United States flag in a respectable way and on Armed Forces Day, Memorial Day, Flag Day, Independence Day, and Veterans Day may display in a respectful way portable, removable official flags, not larger than four and one-half feet by six feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard, regardless of any declaration rules or requirements dealing with flags. An approved flagpole shall not be used as an antenna.

(xx) Solar collectors shall be permitted only at locations and on structures as are first approved in writing by the Board of Directors.

(xxi) Any change to the exterior lighting of a Condominium Unit must be approved in writing by the Board of Directors.

(xxii) No household pets shall be permitted by Unit Owners on the Condominium Property except in accordance with the pet behavior criteria established in the Rules and Regulations for the Condominium. Furthermore, all permitted pets must be contained in the Unit Owner's Condominium Unit and shall not be permitted to roam free. Further, all permitted pets must be leashed at all times when not located in the Condominium Unit and may be walked only in designated areas. No goats, chickens, pigeons or any other obnoxious animals, fowl or reptiles shall be kept or permitted to be kept. Commercial activities involving pets shall not be allowed.

(xxiii) No Unit Owner may alter or change the flooring which is not supplied by the Developer in a Condominium Unit, patios or balconies unless the Board of Directors has approved the plan for providing adequate noise insulation.

(xxiv) Personal property of Unit Owners including bicycles, mopeds, and similar items shall be kept in the Condominium Units or storage areas for the Condominium Unit except when in use.

(xxv) Unit Owners shall not use the guest parking spaces for their own personal use.

(xxvi) All window coverings, which may only be blinds, drapes or curtains, shall be lined with white or off white lining on the side exposed to the public, and no sheets nor no tin foil shall be permitted as a form of window covering.

(xxvii) Unit Owners shall not be permitted access to or use of the equipment/mechanical rooms, the manager's residence, if any, or the roof of the Building.

(xxviii) There shall be no barbecuing nor grilling on any of the patios or balconies.

(xxix) No Unit Owner may hold or conduct an open house for sale of the Unit Owner's Unit, without the prior written approval of the Board of Directors.

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(xxx) The Board of Directors of the Association has the right to establish, modify and amend additional rules and regulations governing the conduct of all residents and also the use of the Condominium Units, Limited Common Elements and Common Elements, so long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration.

(b) Effect on Developer. Subject to the following exceptions, the restrictions and limitations set forth in this Section 21 shall not apply to the Developer nor to Units owned by the Developer. The Developer shall not be exempt from the restrictions, if any, relating to requirements that leases or lessees be approved by the Association, pet restrictions, occupancy of Units based on age and vehicular restrictions, except as such vehicular restrictions relate to the Developer's construction, maintenance and marketing activities.

22. DEVELOPER'S RIGHTS DURING DEVELOPMENT PERIOD. During such time as the Developer, its successors or assigns is in the process of construction or sale of Condominium Units on the lands described in Exhibit "A" hereto, the Developer, its successors or assigns expressly reserve the following rights:

(a) The right to prohibit access to any uncompleted Building to any of the residents of the Condominium, while such uncompleted Building is under construction and development. No Unit Owner or his guests, or invitees shall in any way interfere or hamper the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Condominium Units within the Buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Condominium Units, the Unit Owners, their guests and invitees shall in no way interfere with such activities or prevent access to such Condominium Units by the Developer, its successors or agents.

(b) An easement for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, center cores and other portions of the Common Elements as may be from time to time be necessary and intended for such purpose of going from one portion of the Condominium Property to another, including but not limited to, all recreational facilities and, where necessary, for the proceeding from one portion of the Condominium Property to the other, and for vehicular traffic as may be necessary for the Developer, its guests, assigns and invitees for the purpose of crossing over various portions of the Condominium Property to obtain ingress and egress to the Condominium Property. Provided, however, that nothing contained herein shall be construed to allow any person or entity to enter upon the Condominium Property unless it is upon an area specifically designated for such traffic and necessary for such ingress and egress as described above and under no circumstances shall such traffic be allowed through or over any Condominium Unit not owned by the Developer its successors or assigns, or any Limited Common Element appurtenant thereto.

23. TERMINATION. The Condominium may be terminated in the following manner:

(a) Subject to paragraphs (b) and (c) below, the Declaration and any amendments or supplements hereto will remain in effect from date of recordation until twenty-

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five (25) years from the date the Declaration is recorded in Public Records of Hillsborough County, Florida. Thereafter, this Declaration will be automatically extended for five (5) successive periods of ten (10) years each, unless otherwise modified or terminated as provided below.

(b) Except as provided in Section 17(h)(ii), the termination of the Condominium may be effected by unanimous agreement of all Unit Owners and all mortgagees holding mortgages on said Condominium Units, which agreement shall be evidenced by an instrument or instruments executed in the manner required for conveyances of land. Upon recordation of the instrument evidencing the consent of the Units Owners to terminate the Condominium, the Association within 30 business days shall notify the division of the termination and the date the document was recorded, and the book and page number of the public records where the document was recorded, and the Association shall provide the division a copy of the recorded termination notice certified by the clerk, upon which case the termination shall become effective.

(c) Upon termination of the Condominium, the Condominium Property shall be owned in common by all the Unit Owners in the same undivided shares as each Unit Owner had in the Common Elements pursuant to the provisions of this Declaration. All liens shall be transferred to the undivided share in the Condominium Property attributable to the Condominium Unit originally encumbered by the lien in its same priority.

24. FINES.

(a) Compliance. Every Unit Owner and his tenants, guests, invitees and agents shall comply with any and all rules and regulations and use restrictions as same exist and as may be adopted in the future by the Board of Directors.

(b) Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof.

(c) Procedure. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be levied upon a Unit Owner for failure of a Unit Owner, his tenants, family guests, invitees, or employees to comply herewith or with any rules or regulations, provided the following procedures are followed:

(i) Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of Unit Owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

- (1) A statement of the date, time and place of the hearing;
- (2) A statement of the provisions of the Declaration, By-Laws or rules which have allegedly been violated; and
- (3) A short and plain statement of the matters asserted by the Association.

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(ii) Hearing. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association.

(iii) Penalties. The Board of Directors may levy a fine against a Unit not to exceed \$100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed \$1,000.00.

(iv) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition of same.

(v) Remedy. For non-payment of fines the Association shall have all of the remedies applied by law.

(vi) Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Unit Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

25. COVENANTS. All provisions of this Declaration shall be construed to be covenants running with the land and with every part thereof and interest therein, and every Unit Owner and claimant of the land or any part thereof or interest therein, and his heirs, executors, administrators, personal representatives, successors, assigns and leases shall be bound by all the provisions of this Declaration.

26. DISCLOSURES.

(a) Mildew. Given the climate and humid conditions in Florida, molds, mildew, toxins and fungi may exist and/or develop within the Units, and/or the Condominium Property . Each Owner is hereby advised that certain molds, mildew, toxins and/or fungi may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By acquiring title to a Unit, each Owner shall be deemed to have assumed the risks associated with molds, mildew, toxins and/or fungi and to have released the Developer from any and liability resulting from same.

(b) Mitigation of Dampness and Humidity. No Unit Owner shall install, within his or her Unit, or upon the Common Elements, non-breathable wall-coverings or low-permeance paints. Additionally, any and all built-in casework, furniture, and or shelving in a Unit must be installed over floor coverings to allow air space and air movement and shall not be installed with backboards flush against any gypsum board wall. Additionally, all Unit Owners, whether or not occupying the Unit, shall periodically run the air conditioning system to maintain the Unit temperature, whether or not occupied, at 78°F, to minimize humidity in the Unit. While the foregoing are intended to minimize the potential development of molds, fungi, mildew and other mycotoxins, each Unit Owner understands and agrees that there is no method for completely eliminating the development of molds or mycotoxins. The Developer does not make

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any representations or warranties regarding the existence or development of molds or mycotoxins and each Owner shall be deemed to waive and expressly release any such warranty and claim for loss or damages resulting from the existence and/or development of same. In furtherance of the rights of the Association as set forth in this Declaration, in the event that the Association reasonably believes that the provisions of this Section are not being complied with, then, the Association shall have the right (but not the obligation) to enter the Unit (without requiring the consent of the Unit Owner or any other party) to turn on the air conditioning in an effort to cause the temperature of the Unit to be maintained as required hereby (with all utility consumption costs to be paid and assumed by the Unit Owner). To the extent that electric service is not then available to the Unit, the Association shall have the further right, but not the obligation (without requiring the consent of the Unit Owner or any other party) to connect electric service to the Unit (with the costs thereof to be borne by the Unit Owner, or if advanced by the Association, to be promptly reimbursed by the Unit Owner to the Association, with all such costs to be deemed charges hereunder).

(c) Implied Warranties. To the maximum extent lawful Developer hereby disclaims any and all and each and every express or implied warranties, whether established by statutory laws, common laws, case law or otherwise, as to the design, construction, sound and/or odor transmission, existence and/or development of molds, mildew, toxins or fungi, furnishing and equipping of the Condominium Property, including, without limitation, any implied warranties of habitability, fitness for a particular purpose or merchantability, compliance with plans, all warranties imposed by statute and all other express and implied warranties of any kind or character. Developer has not given and the Unit Owner has not relied on or bargained for any such warranties. Each Unit Owner, by accepting deed to a Unit, or other conveyance thereof, shall be deemed to represent and warrant to Developer that in deciding to acquire the Unit, the Unit Owner relied solely on such Unit Owner's independent inspection of the Unit, and the Condominium. The Unit Owner has received nor relied on any warranties and/or representations from Developer of any kind, other than as expressly provided herein. All Unit Owners, by virtue of their acceptance of title to their respective Units (whether from the Developer or another party) shall be deemed to have automatically waived all of the aforesaid disclaimed warranties and incidental and consequential damages. The foregoing shall also apply to any party claiming by, through or under a Unit Owner, including a tenant thereof. Buyer acknowledges and agrees that Seller does not guarantee, warrant or otherwise assure, and expressly disclaims, any right to view natural light.

(d) Unit Measurements. Each Owner, by acceptance of a deed or other conveyance of a Unit, understands and agrees that there are various methods for calculating the square footage of a Unit, and that depending on the method of calculation, the quoted square footage of the Unit may vary by more than a nominal amount. Each Unit Owner's square footage set forth in this Declaration, if any, is calculated based on the definition of Unit set forth in this Declaration. Additionally, as a result of in the field construction, other permitted changes to the Unit, and settling and shifting of improvements, actual square footage of a Unit may also be affected. By accepting title to a Unit, the applicable Owner(s) shall be deemed to have conclusively agreed to accept the size and dimensions of the Unit, regardless of any variances in the square footage from that which may have been disclosed at any time prior to closing, whether included as part of Developer's promotional materials or otherwise. Without limiting the generality of this Section, Developer does not make any representation or warranty as to the

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actual size, dimensions or square footage of any Unit, and each Owner shall be deemed to have fully waived and released any such warranty and claims for losses or damages resulting from any variances between any represented or otherwise disclosed square footage and the actual square footage of the Unit.

(e) Condominium Assessments. Buyer understands and agrees that the Estimated Operating Budget for the Association (the "Budget") contained in the Condominium Documents provides only an estimate of what it will cost to run the Association during the period of time stated in the Budget. The monthly assessments shown for the Unit are guaranteed, if at all, in the manner stated in this Declaration. The Budget however, as opposed to the levels of assessments payable to the Condominium Association, is not guaranteed to accurately predict actual expenditures. Changes in the Budget may be made at any time to cover increases or decreases in actual expenses or in estimates. It is intended that the Developer, as the sole Unit Owner upon the formation of the Condominium, will vote not to provide any reserves for the initial year of the Association. Thereafter, to the extent permitted by the Condominium Act, the Developer may vote to continue not to provide any reserves. If an election is in fact made to waive reserves, the assessments per unit payable to the Association will be as set forth in the Estimated Operating Budget as "Assessments per Unit - Without Reserves". If no such election is made, the assessments per Unit payable to the Association will be as set forth in the Estimated Operating Budget as "Assessments per Unit — With Reserves."

27. ADDITIONS, IMPROVEMENTS OR ALTERATIONS BY THE ASSOCIATION. Whenever in the judgment of the Board of Directors, the Common Elements, the Association Property, or any part of either, shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of three percent (3%) of the then applicable budget of the Association in the aggregate in any calendar year, the Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the voting interests represented at a meeting at which a quorum is attained. Any such additions, alterations or improvements to such Common Elements, the Association Property, or any part of either, costing in the aggregate three percent (3%) of the then applicable budget of the Association or less in a calendar year may be made by the Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements or Association Property shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. For purposes of this Section, "aggregate in any calendar year" shall include the total debt incurred in that year, if such debt is incurred to perform the above-stated purposes, regardless of whether the repayment of any part of that debt is required to be made beyond that year.

28. ADDITIONS ALTERATIONS OR IMPROVEMENTS BY UNIT OWNER.

(a) Consent of the Board of Directors. No Unit Owner shall make any addition, alteration or improvement in or to the Common Elements, the Association Property, his or her Unit or any Limited Common Element which is visible from any other Unit, the Common Elements and/or Association Property, without, in each instance, the prior written consent of the Board of Directors. The Board shall have the obligation to answer, in writing, any written request by a Unit Owner for approval of such an addition, alteration or improvement within

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thirty (30) days after such request and all additional information requested is received, and the failure to do so within the stipulated time shall constitute the Board's consent. The Board may condition the approval in any manner, including, without limitation, requiring payment of an architectural review fee (as may be reasonably adopted from time to time by the Board to offset the costs which must be incurred in reviewing any such submittals, retaining approval rights of the contractor to perform the work and requiring the Unit Owner to obtain insurance naming the Developer and the Association as additional insureds. The proposed additions, alterations and improvements by the Unit Owners shall be made in compliance with all laws, rules, ordinances and regulations of all governmental authorities having jurisdiction, and with any conditions imposed by the Association with respect to design, structural integrity, aesthetic appeal, construction details, lien protection or otherwise. Once approved by the Board of Directors, such approval may not be revoked.

A Unit Owner making or causing to be made any such additions, alterations or improvements agrees, and shall be deemed to have agreed, for such Owner, and his or her heirs, personal representatives, successors and assigns, as appropriate, to hold the Association, the Developer and all other Unit Owners harmless from and to indemnify them for any liability or damage to the Condominium and/or Association Property and expenses arising therefrom, and shall be solely responsible for the maintenance, repair and insurance thereof from and after that date of installation or construction thereof as may be required by the Association. The Association's rights of review and approval of plans and other submissions under this Declaration are intended solely for the benefit of the Association. Neither the Developer, the Association nor any of its officers, directors, employees, agents, contractors, consultants or attorneys shall be liable to any Unit Owner or any other person by reason of mistake in judgment, failure to point out or correct deficiencies in any plans or other submissions, negligence, or any other misfeasance, malfeasance or non-feasance arising out of or in connection with the approval or disapproval of any plans or submissions. Anyone submitting plans hereunder, by the submission of same, and any Unit Owner, by acquiring title to same, agrees not to seek damages from the Developer and/or the Association arising out of the Association's review of any plans hereunder. Without limiting the generality of the foregoing, the Association shall not be responsible for reviewing, nor shall its review of any plans be deemed approval of, any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each Unit Owner (including the successors and assigns) agrees to indemnify and hold the Developer and the Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorneys' fees and court costs at all trial and appellate levels), arising out of any review of plans by the Association hereunder.

(b) Life Safety Systems. No Unit Owner shall make any additions, alterations or improvements to the Life Safety Systems, and/or to any other portion of the Condominium Property which may impair the Life Safety Systems or access to the Life Safety Systems, without first receiving the prior written approval of the Board. In that regard, no lock, chain or other device or combination thereof shall be installed or maintained at any time on or in connection with any door on which panic hardware or fire exit hardware is required. Stairwell identification and emergency signage shall not be altered or removed by any Unit Owner whatsoever. No

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barrier including, but not limited to personalty, shall impede the free movement of ingress and egress to and from all emergency ingress and egress passageways.

(c) Improvements, Additions or Alterations by Developer. Anything to the contrary notwithstanding, the foregoing restrictions of this Section 28 shall not apply to Developer-owned Units. The Developer shall have the additional right, without the consent or approval of the Board of Directors or other Unit Owners, to (a) make alterations, additions or improvements, interior and exterior, ordinary and extraordinary, in, to and upon any Unit owned by it or them and Limited Common Elements appurtenant thereto (including, without limitation, the removal of walls, floors, ceilings and other structural portions of the Improvements and/or the installation of divider walls), and (b) expand or add to all or any part of the recreational facilities, so as to result in the imposition of additional Common Expenses or costs to the individual Unit Owners. Any amendment to this Declaration required by a change made by the Developer pursuant to this Section 28(c) shall be adopted in accordance with Section 12 and Section 29 of this Declaration.

29. CHANGES IN DEVELOPER-OWNED UNITS. Without limiting the generality of provisions of Section 28(c) above, and anything to the contrary notwithstanding, the Developer shall have the right, without the vote or consent of the Association or Unit Owners, to (i) make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary; (ii) change the layout or number of rooms in any Developer-owned Units; (iii) change the size of Developer-owned Units by combining separate Developer-owned Units into a single Unit (although reserving the right to be kept as two separate legal Units), or otherwise; and (iv) reapportion among the Developer-owned Units affected by such change in size pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Surplus and Common Expenses; provided, however, that the percentage interest in the Common Elements and share of the Common Surplus and Common Expenses of any Units (other than the affected Developer-owned Units) shall not be changed by reason thereof unless the Owners of such units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction in so doing. In making the above alterations, additions and improvements, the Developer may relocate and alter Common Elements adjacent to or near such Units, incorporate portions of the Common Elements into adjacent Unit and incorporate Units into adjacent Common Elements, provided that such relocation and alteration does not materially adversely affect the market value or ordinary use of Units owned by Unit Owners other than the Developer. Any amendments to this Declaration required by changes of the Developer made pursuant to this Section 29, shall be effected by the Developer alone pursuant to Section 12(c), without the vote consent of the Association or Unit Owners (or their mortgagees) required, except to the extent that any same constitutes a Material Amendment, in which event, the amendment must be approved as set forth Section 12(b) above. Without limiting the generality of Section 12(c) hereof, the provisions of this Section shall not be added to, amended or deleted without the prior written consent of the Developer.

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30. INVALIDATION AND OPERATION.

(a) Invalidation of any portion of this Declaration or of any provision contained in a conveyance of a Condominium Unit, whether by judgment or court order or law, shall not affect any of the other provisions, which shall remain in full force and effect.

(b) In the event any court should hereafter determine that any provision as originally drafted herein violates the rule against perpetuities or any other rule of law because of the duration of the period involved, the period specified in the Declaration shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law and for such purpose measuring lives shall be those of the incorporator of the Association.

31. INTERPRETATION. Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the plural shall include the singular, and the singular shall include the plural. The provisions of this Declaration shall be literally construed to effectuate its purpose of creating a uniform plan for the operation of a condominium in accordance with the laws made and provided for same, to-wit: Chapter 718, *Florida Statutes*, as of the date hereof.

32. HURRICANE SHUTTERS. Unit Owners may install hurricane or storm shutters only in accordance with the specifications adopted by the Board of Directors, which shall include specifications concerning color, style, and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board reserves the right (but is not obligated), subject to provisions of Section 718.3026, *Florida Statutes*, and the approval of a majority of voting interests of the Condominium, to install hurricane shutters and may maintain, repair, or replace such approved hurricane shutters, whether on or within Common Elements, Limited Common Elements, Units, or the Association Property. However, where laminated glass architecturally designed to function as hurricane protection which complies with the applicable building codes has been installed, the Board may not install hurricane shutters. The Board may operate shutters installed pursuant to this Section without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium Property and Association Property. The expense of installing and repairing hurricane shutters by the Board shall constitute a Common Expense, although a Unit Owner who has previously installed hurricane shutters or laminated glass architecturally designed to function as hurricane protection which complies with the applicable building code shall receive a credit equal to the pro rata portion of the assessed installation costs assigned to each Unit.

33. CONSENT BY MORTGAGEES. In the event that mortgagee consent is required for any amendment to this Declaration pursuant to Section 12, the approval of fifty-one percent (51%) of the Institutional Mortgagees holding mortgages of record on Condominium Units in the Condominium shall be required.

An addition or amendment shall not be considered material if it is for the purpose of correcting technical or scrivener's errors, or for clarification only. An Institutional Mortgagee who receives a written request from the Association to approve material additions or amendments to the above items who does not deliver or post a negative response to the

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Association within thirty (30) days shall be deemed to have approved such addition or amendment.

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34. NOTICE TO INSTITUTIONAL MORTGAGEES. Upon written request to the Association, Institutional Mortgagees will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Condominium Project or the Condominium Unit securing its mortgage.

(b) Any 60-day delinquency in the payment of assessments or charges owed by the Unit Owner of any unit on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

35. ADDITIONAL RIGHTS OF INSTITUTIONAL MORTGAGEES. Institutional Mortgagees shall have the following rights:

(a) Upon written request of an Institutional Mortgagee to the Association any Institutional Mortgagee is entitled to a copy of the financial statements of the Association for the immediately preceding fiscal year as soon as such financial statements are available.

(b) The Association shall make available for inspection upon the Institutional Mortgagee's request, during normal business hours of the Association, current copies of the Declaration, Bylaws, other rules concerning the Condominium Property, and the books, records and financial statement of the Association.

36. COMBINED UNITS. A Unit Owner may purchase two adjacent Condominium Units and customize and combine said Units to form one living residence; provided, said construction is performed in accordance with all applicable governmental regulations and building codes and said construction does not affect the structural integrity and soundness of any other Unit nor the Building. Moreover, for purposes of ascertaining the undivided share of the Common Expenses, the percentage share of Unit Ownership interest in the Common Surplus and Common Elements, voting rights and payment of assessments, the combined Unit shall still be deemed as separate Units, as reflected on the Graphic Description and Plot Plan.

37. SECURITY. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BY-LAWS, ANY RULES OR REGULATIONS OF THE ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING OR BINDING THE ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY UNIT OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM PROPERTY INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS

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OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE
GENERALITY OF THE FOREGOING:

(i) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM PROPERTY HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM PROPERTY AND THE VALUE THEREOF;

(ii) THE ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, HILLSBOROUGH COUNTY, AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTIOUS ACTIVITIES; AND

(iii) ANY PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH UNIT OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS OR HER UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE CONDOMINIUM PROPERTY (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS PROVISION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS PROVISION.

AS USED IN THIS ARTICLE, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF THE ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD UNIT OWNERS, EMPLOYEES, AGENTS, MANAGERS, CONTRACTORS, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS AND SHALL ALSO INCLUDE THE DEVELOPER, WHICH SHALL BE FULLY PROTECTED HEREBY.

38. SURFACE WATER MANAGEMENT SYSTEM AND STORM WATER MANAGEMENT SYSTEM.

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(a) Dedication. The Surface Water Management System and Storm Water Management System are hereby dedicated as part of the Common Elements. The Surface Water Management System and Storm Water Management System shall be the perpetual responsibility of the Association and may in no way be altered from their natural or permitted state.

(b) Maintenance and Monitoring. The Association shall be responsible for the maintenance, operation and repair of the Surface Water Management System and Storm Water Management System. Maintenance of the Surface Water Management System and Storm Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the South West Florida Water Management District (the "District"). Any repair or reconstruction of the Surface Water Management System and Storm Water Management System shall be as permitted or if modified, as approved by the District.

(c) Use Restrictions. The Association shall enforce the use restrictions for the Surface Water Management System and Storm Water Management System. Activities prohibited within the Surface Water Management System and Storm Water Management System shall include, but not be limited to:

- (i) Digging or excavation;
- (ii) Depositing fill, debris, or any other material or item;
- (iii) Constructing or altering any water control structure; or
- (iv) Any other construction that would modify the Surface Water Management System and Storm Water Management System.

If the Condominium Property contains a wetland mitigation area or a wet detention pond (as defined in the District regulations), no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District.

(d) Construction. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

(e) Enforcement by District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration and take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel the Association to correct any outstanding problems with the Surface Water Management System and Storm Water Management System.

(f) Dissolution of Association. If the Association ceases to exist, then all Unit Owners shall be jointly and severally responsible for operation and maintenance of the Surface Water Management System and Storm Water Management System in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility for such system.

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(g) Covenant for Maintenance Assessments for Association. Assessments shall also be used for the operation, maintenance, repair and replacement of the Surface Water Management System and Storm Water Management System including but not limited to work within retention areas, drainage structures and drainage easements.

(h) Easement for Access and Drainage. The Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System and Storm Water Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of any Unit which is a part of the Surface Water Management System and Storm Water Management System at a reasonable time and in a reasonable manner to operate, maintain or repair the Surface Water Management System and Storm Water Management System as required by the District permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water Management System and Storm Water Management System. No person shall alter the drainage flow, the Surface Water Management System and Storm Water Management System, including buffer areas or swails, without the prior written approval of the District.

(i) Amendment. Any amendment to this Declaration which alters any provisions relating to the Surface Water Management System and Storm Water Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior approval of the District.

39. LIFT STATION EASEMENT AND MAINTENANCE AGREEMENT

The Property is subject to the terms and conditions of a Lift Station Easement and Maintenance Agreement dated September 20, 1989 by and among Parson Run II Associates, Ltd., a Florida limited partnership, Brandon Apartments I Associates, Ltd., a Florida limited partnership, and BASC, Ltd. a Florida limited partnership recorded in Official Records Book 5791, Page 1334 of the Public Records of Hillsborough County, Florida (the "Lift Station Easement and Maintenance Agreement"). All of the obligations of Declarant under the Lift Station Easement and Maintenance Agreement shall be the obligation of the Association and all costs and expenses of Declarant under the Lift Station Easement and Maintenance Agreement shall be a common expense of the Association, paid by the Association.

40. CONDOMINIUM CONVERSION AND DISCLAIMER OF WARRANTY

This Condominium is being created by the conversion of existing improvements, which has operated as an apartment complex. In lieu of providing any statutory or implied warranties the Developer, pursuant to Florida Statute 718.618(6) has elected to establish the required statutory reserve accounts. The Developer will fund the required statutory reserves on a prorata basis upon the sale of each unit. The Developer shall deposit in a reserve account not less than a percentage of the total amount to be deposited in the reserve account equal to the percentage of ownership of the common elements allocable to a unit sold. The Units and property are being sold in **AS-IS, WHERE IS CONDITION WITH ALL FAULTS. THERE ARE NO STATUTORY WARRANTIES ASSOCIATED WITH THE UNIT OR THE PROPERTY.**

THIS IS NOT A

No warranties, guarantees, or promises, express or implied, of any type including, without limitation, any warranty of merchantability, fitness for a particular purpose, habitability or construction or statutory warranties have been made to or should be relied upon by a Unit Owner in making the determination to execute and close pursuant to this Agreement, nor shall any of such warranties be applicable to the Units or the Property. Developer shall not be liable in any event for incidental and/or consequential damages caused by or in connection with, pertaining to or relating to any article, improvement, component or other item of property.

THIS IS NOT A
CERTIFIED COPY

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name by the proper officers of its managing general partner thereunto duly authorized and its corporate seal affixed, the day and year first above written.

Signed, sealed and delivered
in the presence of:

PARK LAKE AT PARSONS, LLC, a
Delaware limited liability company

By: **NORTHLAND INVESTMENT
CORPORATION**, a Massachusetts
corporation, its Managing Member

Jillian Higgins
Print Name: Jillian Higgins

By: Robert Gator
Name: Robert Gator
Title: President

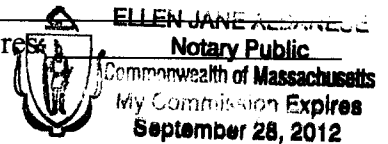
Lacey Gallagher
Print Name: Lacey Gallagher

Address: Northland Investment Corp
2150 Washington St
Newton, MA 02459

STATE OF Massachusetts
COUNTY OF Middlesex

The foregoing instrument was acknowledged before me this 6th day of January, 2006, by Robert S. Gator, as President of **NORTHLAND INVESTMENT CORPORATION**, a Massachusetts corporation, as the Managing Member of **PARK LAKE AT PARSONS, LLC**, a Delaware limited liability company, on behalf of the corporation and the company. He/she is personally known to me or has produced _____ as identification.

Ellen Jane Albanese
NOTARY PUBLIC
Print Name: ELLEN JANE ALBANESE
Serial Number: _____
My Commission Expires _____



THIS IS NOT A
CONSENT OF MORTGAGEE

The undersigned, the holders (collectively, the "Holders") of that certain Mortgage and Security Agreement, dated October 11, 2005, recorded October 19, 2005 in Official Records Book 15653, Page 0999 of the Public Records of Hillsborough County, Florida, as assigned and amended from time to time (the "Mortgage"), encumbering the land described in Exhibit "A" attached to the Declaration of Condominium of Park Lake at Parsons, a Condominium, recorded in O.R. Book 20, beginning on Page 221, of the Public Records of Hillsborough County, Florida (the "Declaration"), for which this Consent is executed, hereby consents to said Declaration and agrees that the lien of its Mortgage, to the extent of an encumbrance upon the land described in Exhibit "A" attached to the Declaration shall be upon all of the condominium parcels of Park Lake at Parsons, a Condominium, according to the Declaration thereof, together with all of the appurtenances, including but not limited to, any common elements appurtenant to the condominium parcels so encumbered and to the undivided shares of the common elements.

Nothing contained herein shall be deemed to or in any way limit or affect the Mortgage held by Holders of the priority of the lien created thereby and the sole purpose of this Consent is to acknowledge the consent of said mortgagee to the Declaration as hereinabove provided.

This instrument is executed by the undersigned for the purpose of complying with, or pursuant to Florida Statutes, Chapter 718. Executed this 6th day of January, 2006.

WITNESSES:

WELLS FARGO BANK, NATIONAL ASSOCIATION

Bonnie Martinson
Print Name: Bonnie Martinson

Elaine H. Hockett
Print Name: Elaine H. Hockett

By: The L.G.B.A.
Print Name: Frederick G. Bright
Its: Vice President

Address: 101 Federal Street
28th Floor
Boston, MA 02110

THIS IS NOT A

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF Suffolk

The foregoing instrument was acknowledged before me this 6th day of January, 2006, by Frederick G. Bright as Vice President of WELLS FARGO BANK, NATIONAL ASSOCIATION on behalf of the company. He or she is personally known to me or has produced _____ as identification.

Jannine M. Perry

NOTARY PUBLIC
Name: _____
Serial #: _____
My Commission Expires: _____



THIS IS NOT A
EXHIBIT A
(The Land)
CERTIFIED COPY

DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST 1/4, SOUTH 89°51'35" EAST, 47.00 FEET TO THE RIGHT-OF-WAY LINE OF PARSONS AVENUE; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE OF PARSONS AVENUE NORTH 00°00'07" WEST, 1367.13 FEET; THENCE NORTH 89°59'53" EAST, 200.00 FEET FOR A POINT OF BEGINNING; THENCE NORTH 00°00'07" EAST, 227.80 FEET; THENCE NORTH 89°59'53" EAST, 633.38 FEET; THENCE NORTH 44°58'39" EAST, 277.03 FEET; THENCE NORTH 89°55'56" EAST, 250.00 FEET TO THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG SAID EAST BOUNDARY SOUTH 00°04'04" EAST, 1200.00 FEET TO THE SOUTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE ALONG THE SOUTH BOUNDARY OF SAID 1/4 1/4 NORTH 89°49'39" WEST, 663.78 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4; THENCE NORTH 00°02'14" EAST, 206.53 FEET; THENCE SOUTH 89°59'53" WEST, 236.94 FEET; THENCE NORTH 00°00'07" WEST, 400.00 FEET; THENCE SOUTH 89°59'53" WEST, 180.00 FEET; THENCE NORTH 00°00'07" WEST, 117.60 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS PURPOSES AND FOR UTILITY PURPOSES TO PROVIDE ACCESS AND UTILITIES FOR THE BENEFIT OF THE ABOVE DESCRIBED PROPERTY ACROSS THE FOLLOWING DESCRIBED PROPERTY:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST 1/4, SOUTH 89°51'35" EAST, 47.00 FEET; THENCE PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF PARSONS AVENUE; NORTH 00°00'07" WEST, 1365.31 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'53" EAST, 200.00 FEET; THENCE NORTH 00°00'07" WEST, 60.00 FEET; THENCE SOUTH 89°59'53" WEST, 200.00 FEET TO THE EAST RIGHT-OF-WAY LINE OF PARSONS AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE, SOUTH 00°00'07" EAST, 60.00 FEET TO THE POINT OF BEGINNING.

THIS IS NOT A
EXHIBIT B
(Survey, Graphic Description and Plot Plan)
CERTIFIED COPY

PARK LAKE AT PARSONS, A CONDOMINIUM

A PORTION OF SECTION 26, EAST, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

DESCRIPTION

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST 1/4, SOUTH 88°21.55' EAST, 47.00 FEET TO THE RIGHT-OF-WAY LINE OF PARSONS AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE OF PARSONS AVENUE NORTH 07°07'14" WEST, 138.51 FEET; THENCE NORTH 89°59'53" WEST, 200.00 FEET TO A POINT OF BEGINNING; THENCE SOUTH 89°59'53" WEST, 200.00 FEET TO THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST 1/4, SOUTH 88°21.55' EAST, 47.00 FEET TO THE RIGHT-OF-WAY LINE OF PARSONS AVENUE; THENCE ALONG SAID RIGHT-OF-WAY LINE OF PARSONS AVENUE NORTH 07°07'14" WEST, 138.51 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS PURPOSES AND FOR UTILITY PURPOSES TO PROVIDE ACCESS AND UTILITIES FOR THE BENEFIT OF THE ABOVE DESCRIBED PROPERTY ACROSS THE FOLLOWING DESCRIBED PROPERTY:

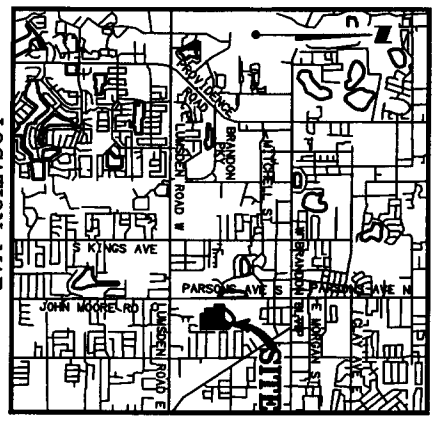
COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST 1/4, SOUTH 88°21.55' EAST, 47.00 FEET; THENCE PARALLEL WITH THE EAST RIGHT-OF-WAY LINE OF PARSONS AVENUE NORTH 07°07'14" WEST, 138.51 FEET TO THE POINT OF BEGINNING; THENCE NORTH 89°59'53" WEST, 200.00 FEET; THENCE SOUTH 89°59'53" WEST, 200.00 FEET TO THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA; THENCE ALONG THE SOUTH BOUNDARY OF SAID NORTHWEST 1/4, SOUTH 88°21.55' EAST, 47.00 FEET TO THE POINT OF BEGINNING.

CERTIFICATE OF SURVEYOR:

I, THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT A SURVEY WAS MADE OF THE LAND SHOWN HEREON AND THAT THIS PLAN, CONSISTING OF 31 SHEETS, IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED AND THAT THE CONSTRUCTION OF ALL UNITS LOCATED WITHIN PARK LAKE AT PARSONS, A CONDOMINIUM, BEING SUBSTANTIALLY COMPLETE TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT CAN BE DETERMINED THEREFROM. ALL PLANNED IMPROVEMENTS, INCLUDING, BUT NOT LIMITED TO LANDSCAPING, UTILITY SERVICES AND ACCESS TO THE UNITS AND COMMON ELEMENT FACILITIES SEEMING SAID UNITS HAVE BEEN SUBSTANTIALLY COMPLETED. THIS PLAN COMPLETES WITH FLORIDA STATUTES CHAPTER 718.

DATE: 11/6/06
WILSONMILLER, INC. (LF#043)

BY: *[Signature]*
MARVIN H. COX, P.S.M.
FLORIDA CERTIFICATE NO. #3439
(NOT VALID WITHOUT THE EMBOSSED SEAL OF CERTIFYING SURVEYOR)



NOTES:

- 1) BEARINGS SHOWN HEREON ARE RELATIVE TO THE EAST BOUNDARY OF THE NORTHWEST 1/4 OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLA., HAVING A ASSUMED BEARING OF S.09°04'04"E.(DEED)
- 2) UNLESS IT BEARS THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER, THIS DRAWING, SKETCH, PLAN OR MAP IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT VALID.
- 3) ELEVATIONS SHOWN HEREON ARE RELATIVE TO NATIONAL AMERICAN VERTICAL DATUM (NAVD) OF 1988 BASED ON A HILLSBOROUGH COUNTY BENCHMARK SYSTEM, MARK "V8-491" USED, WITH AN PUBLISHED ELEVATION OF 51.56, AND MARK "V8-492" USED, WITH AN PUBLISHED ELEVATION OF 49.39.
- 4) COMMON ELEMENTS AND LIMITED COMMON ELEMENTS ARE DEFINED IN THE DECLARATION OF CONDOMINIUM.
- 5) ALL AREAS NOT DESIGNATED AS "UNIT 0101" THROUGH "UNIT 1616" ARE COMMON ELEMENTS AND LIMITED COMMON ELEMENTS.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

DESCRIPTION OF UNITS:

1. UNIT IDENTIFICATION AND LOCATION: THE UNITS ARE DESIGNATED AND IDENTIFIED BY A UNIT NUMBER THAT DESCRIBES BOTH THE LOCATION OF THE RESPECTIVE UNITS AS FOLLOWS: THE FIRST TWO DIGITS ARE THE BUILDING NUMBER AND THE LAST TWO DIGITS ARE THE UNIT NUMBER IN THAT BUILDING. ALL ODD NUMBERED UNITS ARE ON THE FIRST FLOOR, THEREFORE ALL EVEN NUMBERED UNITS ARE ON THE SECOND FLOOR.
2. DEFINITIONS OF UNIT BOUNDARIES: EACH UNIT WILL HAVE BOUNDARIES AS DEFINED BELOW, THE BOUNDARIES MAY EXIST NOW OR MAY BE CREATED BY PERMISSIBLE REPAIRS, RECONSTRUCTION OR ALTERATIONS.
 - (A) HORIZONTAL BOUNDARIES: THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO MEET THE PERIMETER BOUNDARIES.
 - (i) UPPER BOUNDARY: THE PLANES OF THE UNDERSIDE OF THE FINISHED CONCRETE AND UNDECORATED CEILINGS OF THE UNIT.
 - (ii) LOWER BOUNDARY: THE PLANES OF THE UPPER SIDE OF THE FINISHED CONCRETE, UNDECORATED AND UNCOVERED SURFACE OF THE FLOORS OF THE UNIT.
 - (B) PERIMETER BOUNDARIES: THE PERIMETER BOUNDARIES OF A UNIT SHALL BE THE FOLLOWING BOUNDARIES AS DEPICTED ON SHEETS 4 THROUGH 10:
 - (i) EXTERIOR BUILDING WALLS: THE INTERSECTING VERTICAL PLANE(S) OF THE INNERMOST UNDECORATED SURFACES OF THE EXTERIOR WALL OF THE BUILDING BOUNDING SUCH UNIT.
 - (ii) INTERIOR WALLS:
 - (A) PARTY WALLS: THE VERTICAL PLANES OF THE CENTER LINE OF THE PARTY WALLS DIVIDING SUCH UNITS.
 - (B) WALLS ADJACENT TO COMMON AREAS: THE INTERIOR OF THE INNERMOST UNDECORATED SURFACE OF THE INTERIOR PERIMETER WALL OF THE UNIT, LESS THE DRYWALL IF ANY.
 - (C) APERTURES: WHERE THERE ARE APERTURES IN ANY BOUNDARY INCLUDING, BUT NOT LIMITED TO, WINDOWS, DOORS, BAY WINDOWS AND SKY LIGHTS, SUCH BOUNDARIES SHALL BE EXTENDED TO INCLUDE THE WINDOWS, DOORS AND OTHER FIXTURES LOCATED IN SUCH APERTURES, INCLUDING ALL FRAMEWORKS, WINDOW CASINGS AND WEATHER STRIPPING THEREOF, TOGETHER WITH THE EXTERIOR SURFACES MADE OF GLASS OR OTHER TRANSPARENT MATERIALS; PROVIDED, HOWEVER, THAT THE EXTERIOR FACE OF DOORS FACING INTERIOR COMMON ELEMENT HALLWAYS SHALL NOT BE INCLUDED IN THE BOUNDARIES OF THE UNIT AND SHALL THEREFORE BE COMMON ELEMENTS.
 - (D) INTERIOR DIVISIONS: NO PART OF THE NONSTRUCTURAL INTERIOR WALLS OR PARTITIONS SHALL BE CONSIDERED A BOUNDARY OF THE UNIT.
 - (E) TERRACES AND BALCONIES ARE NOT INCLUDED AS PART OF THE UNIT.
 - (F) EXCEPTIONS: IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEYOR OF THE UNITS SET FORTH AS PART OF THE CONDOMINIUM PLAN SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THE PROVISIONS OF SECTION (C) ABOVE SHALL CONTROL, UNLESS OTHERWISE SPECIFICALLY REFLECTED TO THE CONTRARY ON SUCH SURVEY.

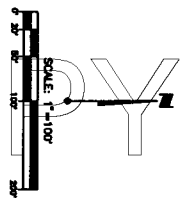


Wilson Miller
Professional Land Surveyors
1800 Pineapple Drive, Suite 100, Sarasota, Florida 34236-8414
Phone: 941-551-4941
Wilson Miller, Inc. FL Lic # LC-0900170

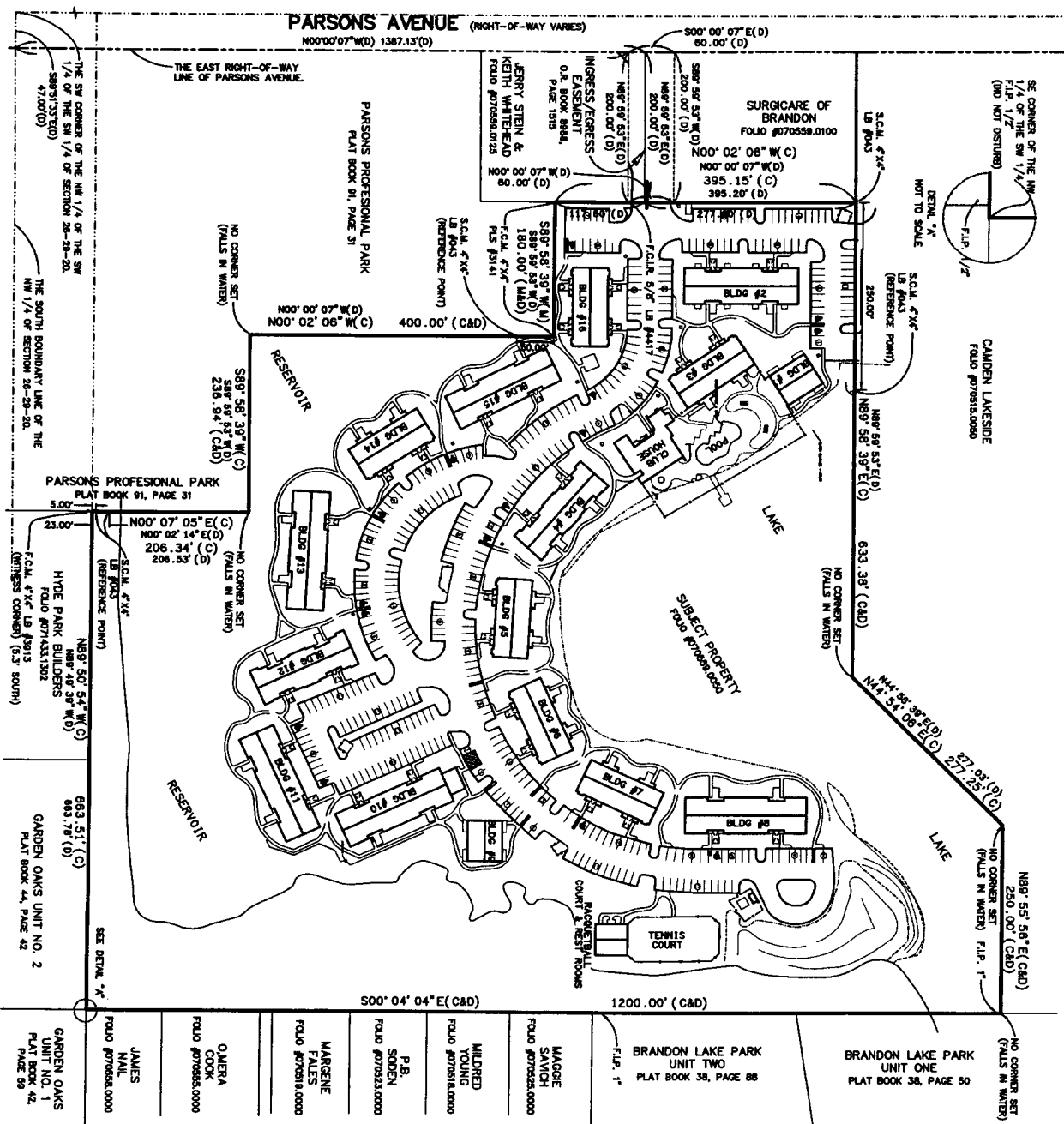
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NOTES:
 1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a surveyed bearing of S070°40'07" (D) and a distance of 1989.80 feet.
 2. Easements shown herein are relative to Hillsborough County Vertical Datum (MVD) of 1989 based on a Hillsborough County Benchmark System, Mark "B-49" used with an published elevation of 51.55.
 3. All easements are Private unless otherwise designated.
 4. This boundary survey was performed by Nelson Keller, Inc., dated rev. 6/21/05 under Job# 04975-000-000.

PARK LAKE AT PARSONS, A CONDOMINIUM A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA



- SYMBOL LEGEND**
- BAZINGA SPERM TREES
 - UNKNOWN TREES
 - PALM TREES
 - OAK TREES
 - OTHER TREES
- SYMBOL LEGEND**
- MAIL
 - NON R.O.D. CONCRETE MONUMENT
 - CONCRETE MONUMENT
 - FIRE HYDRANT
 - WATER MAIN
 - ELECTRIC METER
 - ELECTRIC PANEL
 - SWIMMING POOL
 - WATER GATE VALVE
 - STORM MANHOLE
 - CONCRETE POWER POLE
 - TELEPHONE POLE
 - UNDERGROUND WATER HAMMER
 - UNDERGROUND WATER MAIN
 - STORM GATE VALVE
 - SCRI
 - OVERFLOW STRUCTURE
 - OVERFLOW SPRAWLER
 - TELEPHONE RISER
 - WATER GATE VALVE
- ABBREVIATION LEGEND**
- P.N.O. FOUND IN PLACE
 - M.O.M. NON R.O.D. PERMANENT
 - C.M. CONCRETE MONUMENT
 - P.R.M. PERMANENT REFERENCE MONUMENT
 - S.C.L.R. SET 1/2" R.O.D. WITH 1/4" SW. END LB 0.24"
 - L.P. LINED IRON ROD
 - C.L.R. COATED IRON ROD
 - L.B. LICENSED BUSINESS
 - L.O. LICENSED BUSINESS
 - P.E.D. PERMANENT REFERENCE MONUMENT
 - C.A.L. CALCULATED SURVEY MEASUREMENT
 - O.A. OFFICIAL RECORDS
 - P.V. PLAT VOLUME
 - W/C WITNESS CORNER
 - C.O.N.C. CONCRETE
 - N.O.N. NON
 - R.F. RAIL FENCE
 - W.O.D. WOOD EDGE
 - E.P. EDGE OF PAVEMENT
 - T.O. TOP OF
 - V.M. VERTICAL MEASUREMENT
 - E.L.E.C. ELECTRIC
 - R.C.P. REINFORCED CONCRETE PIPE
 - G.I. GROUND IRON
 - D.M.W. DRAINAGE MANHOLE
 - C.U.B. CURB INLET



BOUNDARY SURVEY

NOTE: SEE SHEETS THREE THRU FIVE FOR DETAILED INFORMATION.

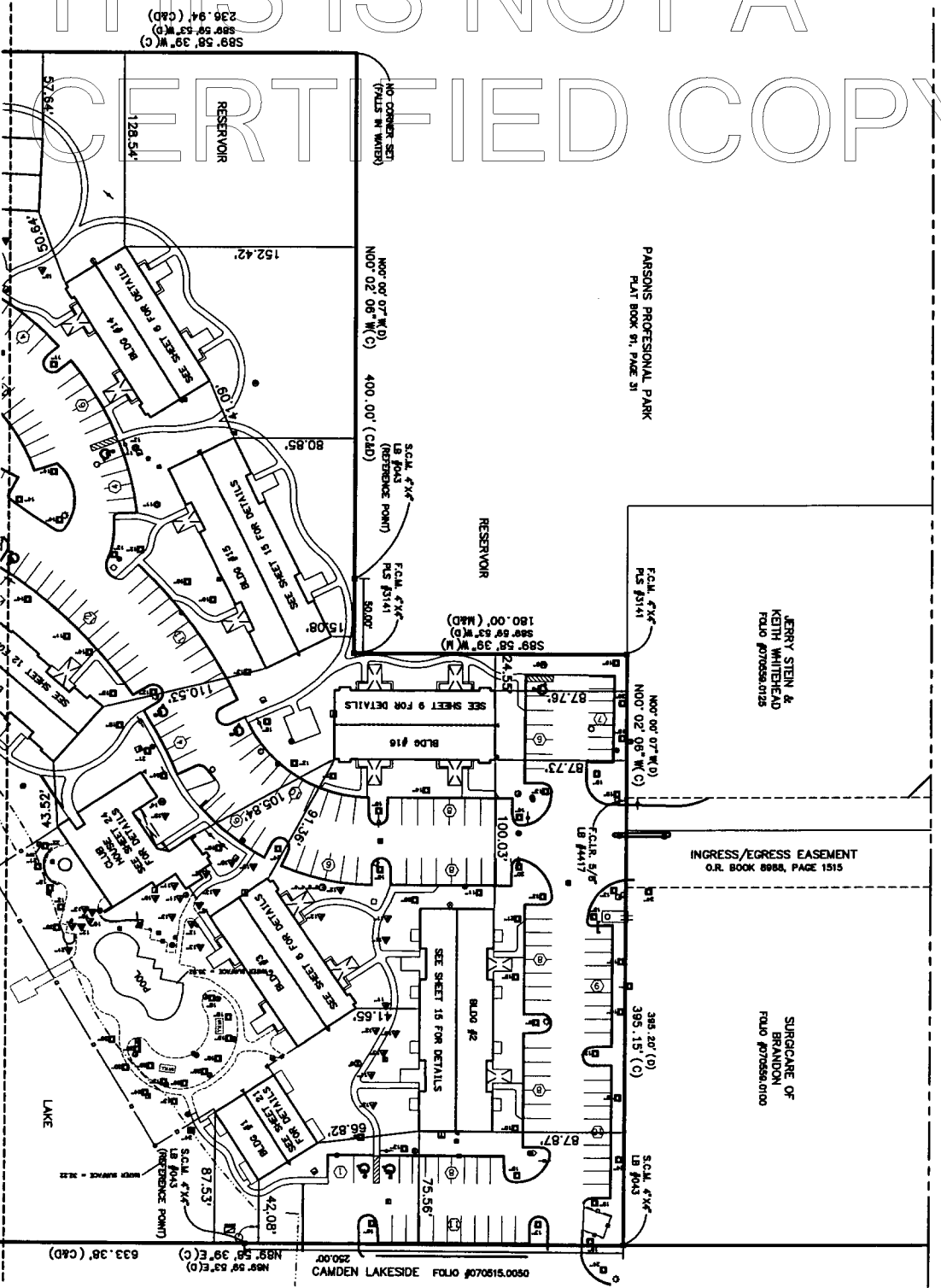
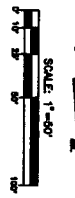
Wisniewski
 Engineers - Surveyors - Landscapers - Architects - Transportation Consultants
 8800 Professional Parkway East, Suite 100 - St. Petersburg, Florida 34642-9414
 Phone 813-487-8800 Fax 813-487-8810 - www.wisniewski.com
 Wisniewski, Inc. - P.O. Box 1170 - Clearwater, FL 34617

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NOTES:
1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southeast 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.00°00'00"E (found) of 1980 based on a Hillsborough County Benchmark System, Mark "B-497" used.
2. Elevation shown herein are relative to National American Vertical Datum (NAV) with an published elevation of 51.56.
3. All easements are Private unless otherwise designated.
4. This boundary survey was performed by Wilson Miller, Inc., dated rev. 9/21/05 under job# 04973-000-000.

**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**

PARSONS AVENUE
(RIGHT-OF-WAY VARIES)



S89° 58.39' W (C)
88° 59.53' W (C)
236.94' (CAD)

PARSONS PROFESSIONAL PARK
PLAT BOOK 81, PAGE 31

JERRY STEIN &
KEITH WHITEHEAD
FOLIO #07039A.0125

SURGICARE OF
BRANDON
FOLIO #07039A.0100

INGRESS/EGRESS EASEMENT
O.R. BOOK 8988, PAGE 1515

RESERVOIR

LAKE

CAMDEN LAKESIDE FOLIO #070515.0050

SEE SHEET 5 FOR CONTINUATION

SEE SHEET 4 FOR CONTINUATION

SITE PLAN

- | | |
|--|---|
| <p>TREE LEGEND
 ○ = BAZELMI FEWER TREES
 ● = PERSIMMON TREES
 □ = PALM TREES
 ▽ = OAK TREES</p> <p>SYMBOL LEGEND
 ○ = IRON ROD
 □ = CONCRETE MONUMENT
 △ = IRON PIPE
 ○ = IRON FITTING
 ○ = ELECTRIC HAND HOLE
 ○ = SWITCHING CLEANOUT
 ○ = SWIRL VENT
 ○ = WATER GATE VALVE
 ○ = TELEPHONE BOX
 ○ = STAIN MANHOLE
 ○ = TELEPHONE POLE
 ○ = LIGHT POLE
 ○ = UNDERGROUND WATER MAIN
 ○ = STORM GROUND WATER
 ○ = BOLLARD
 ○ = SOUV.
 ○ = OPERATOR STRUCTURE
 ○ = FIRE HYDRANT
 ○ = WIND DRUM
 ○ = TELEPHONE MISER
 ○ = WATER GATE VALVE</p> | <p>ABBREVIATION LEGEND
 FLD. = FOUND IN PLACE
 IRON ROD
 P.N.K. = PAINTER KEYHOLE MARK
 C.M. = CONCRETE MONUMENT
 F.M. = FIELD MEASUREMENT
 S.E.T. = SET SURVEY TARGET
 C.P. STAMPED 1/8" OAK
 IRON PIPE
 IRON ROD
 C.S. = COUPLED IRON ROD
 O.C.B. = OBSERVED
 (O) = FIELD SURVEY MEASUREMENT
 (N) = OCCASIONAL SURVEY MEASUREMENT
 C.A. = CALCULATED
 L.A. = LIMITED ACCESS
 N.O. = NIGHT OF SURV.
 W/C = WITNESS CORNER
 W/S = WITNESS
 I.P. = IRON PIPE
 C.L.F. = CHAIN LINK FENCE
 W.F. = WOOD FENCE
 S.V. = SOWEN VALVE
 TYP. = TYPICAL
 ELEC. = ELECTRIC
 CONC. = CONCRETE
 PIPE
 SW. = SWITCH
 MANHOLE
 DRAINAGE
 MANHOLE
 CONB. = CONB. MANHOLE</p> |
|--|---|

Wilson Miller

Surveyors • Engineers • Estimators • Schedulers • Landscaping Architects • Transportation Consultants
 4820 Gandy Blvd. • Suite 300 • Tampa, FL 33606-9414
 Phone 813-897-4007 • Fax 813-897-4010 • www.wilsonmiller.com
 Wilson Miller, Inc. • FL Lic # LC-0000170

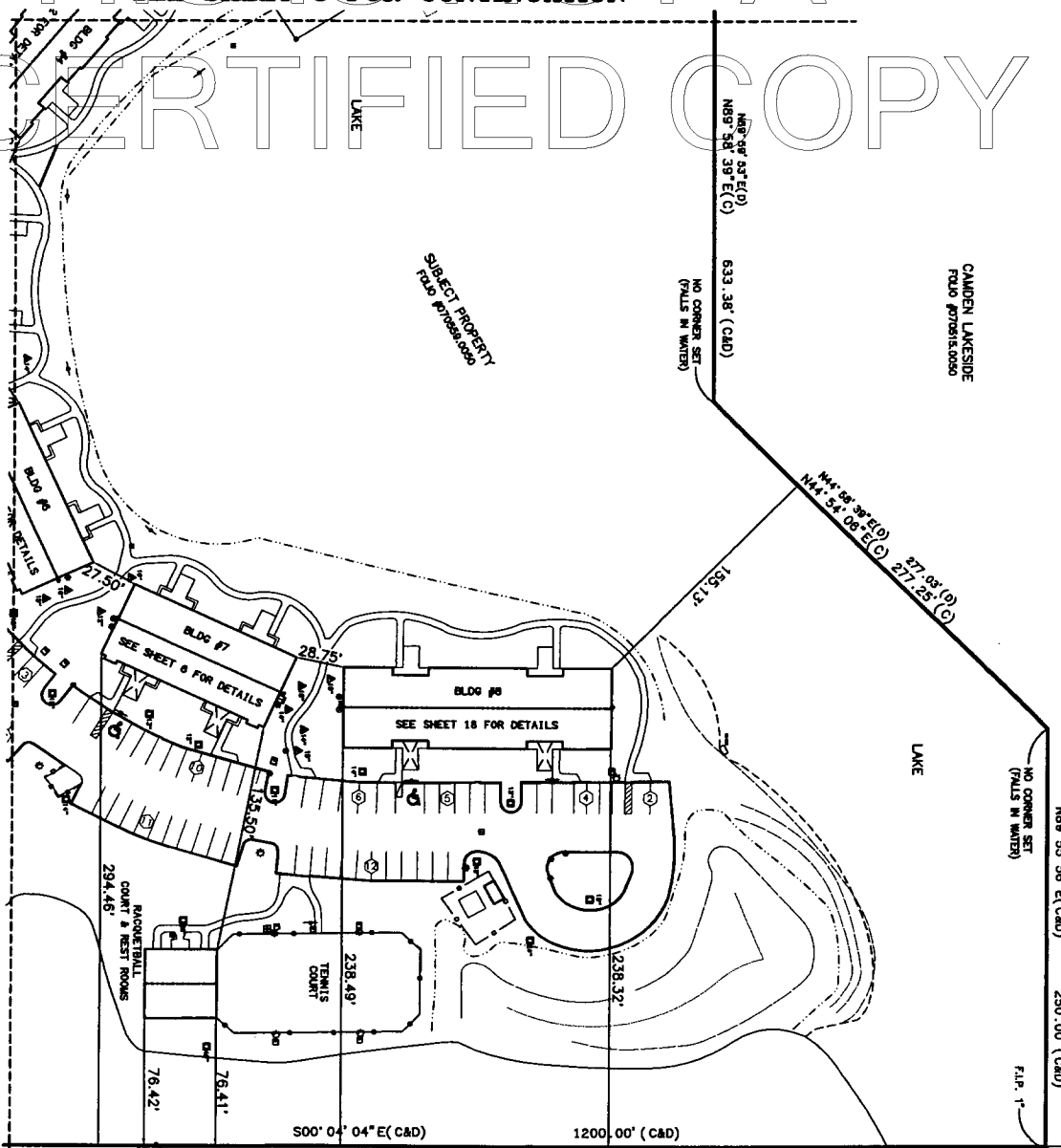
Apr 04, 2008 - 11:43:37 C:\CLIENTS\SA\04973\P\A\W\01\04973-000-001.dwg

THIS IS NOT A
CERTIFIED COPY

NOTES:
 1. Bearings shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., being a assumed bearing of S.00°04'04"E (DMD) of 1988 based on a Hillsborough County Benchmarks System, Mark "16-491" used with an published elevation of 51.56.
 2. All measurements are Private unless otherwise designated.
 3. This boundary survey was performed by Wilson Miller, Inc., dated rev. 9/27/05 under job# 04973-000-000.

**PARK LAKE AT PARSONS,
 A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA**

SEE SHEET 5 FOR CONTINUATION



SITE PLAN



- TREE LEGEND**
- BETHLEHEM TREES
 - PERSIMMON TREES
 - UNKNOWN TREES
 - PALM TREES
 - OAK TREES
- SYMBOL LEGEND**
- MAIL ROAD MONUMENT
 - ROW PIPE
 - FINE HYDRANT
 - WATER METER
 - WATER METER HOLE
 - ELECTRIC CLEANOUT
 - ELECTRIC PANEL
 - SANITARY MANHOLE
 - TRIP COIL VALVE
 - TRIP COIL VALVE
 - STORM MANHOLE
 - CONCRETE POWER POLE
 - TELEPHONE POLE
 - UNDERGROUND WATER MAIN
 - UNDERGROUND WATER MAIN
 - TELEPHONE MANHOLE
 - STORM GATE INLET
 - SIGN
 - SIGN
 - OVERFLOW STRUCTURE
 - OVERFLOW STRUCTURE
 - TELEPHONE RISER
 - TELEPHONE RISER
 - WATER GATE VALVE

- ABBREVIATION LEGEND**
- F.N.D. FOUND IN PLACE
 - IN. IN PLACE
 - CONCRETE MONUMENT
 - PERMANENT REFERENCE MONUMENT
 - SET 5/8" ROW ROD WITH
 - ROW PIPE 18 O.D.
 - C.A.R. CAPPED ROW ROD
 - LEARNED BUSINESS
 - FIELD SURVEY MEASUREMENT
 - OPTIONAL RECORDS
 - CALCULATED SURVEY MEASUREMENT
 - W/C WITNESS CORNER
 - CONC. CONCRETE
 - ON FINE FENCE
 - WOOD FENCE
 - EDGE OF PAVEMENT
 - TRIP COIL VALVE
 - ELECTRIC
 - REINFORCED CONCRETE PIPE
 - GRITTE INLET
 - DRAINAGE MANHOLE
 - CLUB INLET

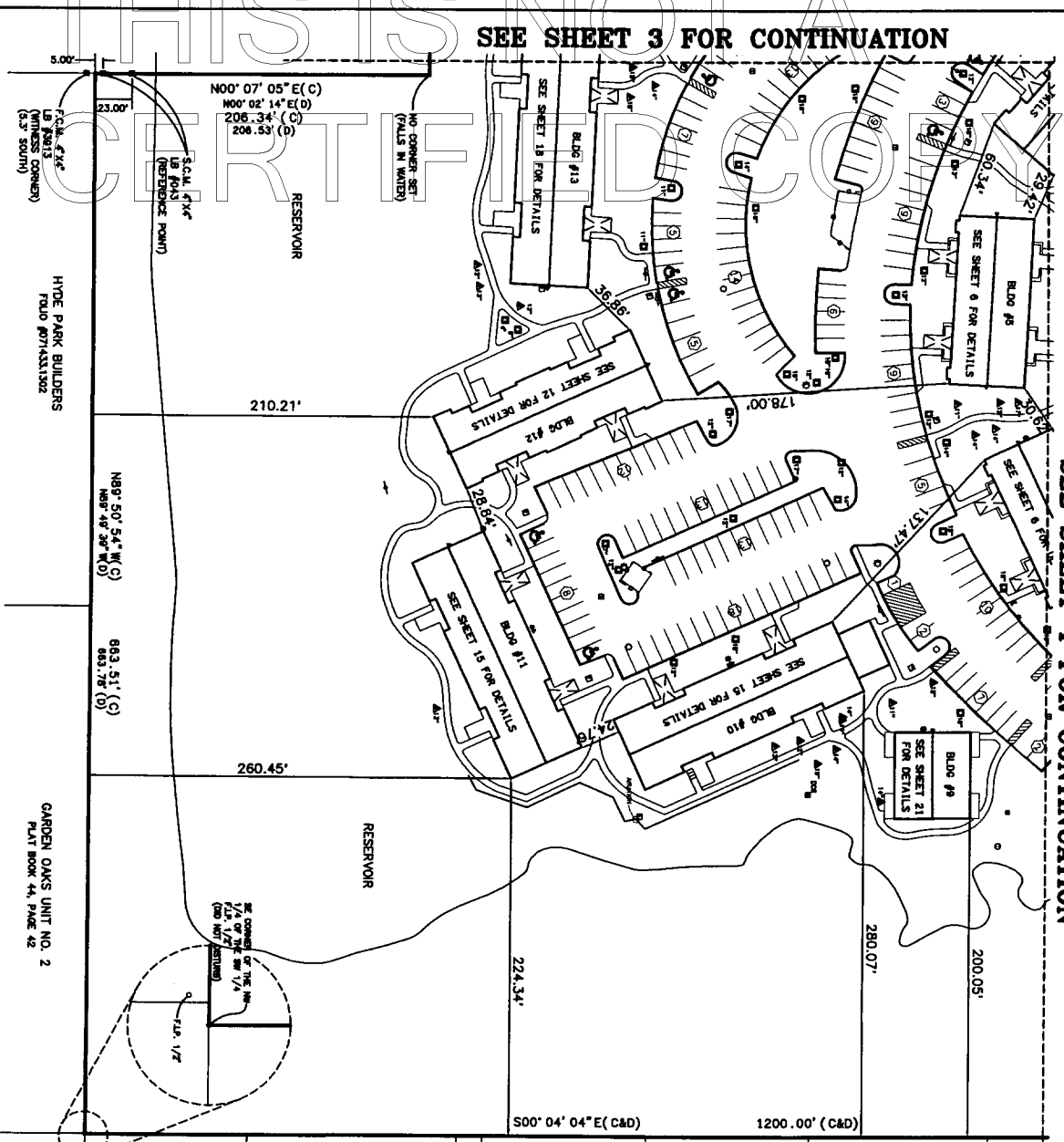
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PARK LAKE AT PARSONS, A CONDOMINIUM A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST, HILLSBOROUGH COUNTY, FLORIDA

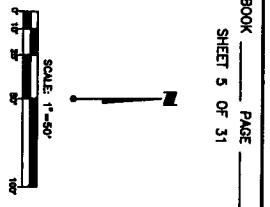
NOTES:
 1. Bearings shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.00°04'04"E (C&D) of 1985 based on a Hillsborough County Benchmark System, Mark "B-491" used with an published elevation of 51.55.
 2. All elevations are Private unless otherwise designated.
 3. This boundary survey was performed by Nelson Miller, Inc., Instrument No. 0721/05 under Job 04973-00-000.

SEE SHEET 4 FOR CONTINUATION

SEE SHEET 3 FOR CONTINUATION



MILDRED YOUNG FOLD #070518.0000	P.B. SODEN FOLD #070523.0000	MARGERIE FALES FOLD #070519.0000	OLIVERA COOK FOLD #070553.0000	JAMES NAIL FOLD #070558.0000	GARDEN OAKS UNIT NO. 2 PLAT BOOK 44, PAGE 42	GARDEN OAKS UNIT NO. 2 PLAT BOOK 42, PAGE 59
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- TREE LEGEND**
- BURLAP PEPPER TREES
 - PENSACOLA TREES
 - UNKNOWN TREES
 - OAK TREES
- SYMBOL LEGEND**
- ▲ MAIL BOX
 - CONCRETE MONUMENT
 - IRON PIPE
 - IRON HYDRANT
 - ELECTRIC HAND HOLE
 - SANITARY CLEANOUT
 - ELECTRIC PANEL
 - WATER GATE VALVE
 - TELEPHONE BOX
 - TELEPHONE POLE
 - STORE MANHOLE
 - TELEPHONE POLE
 - LIGHT POLE
 - UNDERGROUND WATER MAIN
 - UNDERGROUND WATER MAIN
 - TELEPHONE MANHOLE
 - TELEPHONE MANHOLE
 - TELEPHONE RISER
 - WATER GATE VALVE

- ABBREVIATION LEGEND**
- P.W. PLUMB IN PLACE
 - I.P. IRON PIPE
 - P.W. PAVING KEYSTONE MAN
 - C.K. CONCRETE MONUMENT
 - S.C.L. SURVEY CONTROL POINT
 - S.C.P. SURVEY CONTROL POINT
 - I.P. IRON PIPE
 - C.P. CAPPED IRON ROD
 - DEED CALL BUSINESS
 - (N) FIELD SURVEY MEASUREMENT
 - (C) CALCULATED SURVEY MEASUREMENT
 - (L) LIMITED ACCESS
 - R/W RIGHT OF WAY
 - W/C WITNESS CORNER
 - I.P. IRON PIPE
 - C.L.F. CHAIN LINK FENCE
 - W.D. WOOD FENCE
 - S/W SERRAVALLE TYPICAL
 - ELEC. ELECTRICAL
 - CON. CONCRETE
 - SIH SHIM
 - DMW DAMAGED MANHOLE
 - CON. MET. CORR MET.

SITE PLAN

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- NOTES:
1. Bearings shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S00°04'04"E (Quad) of 1988 based on a Hillsborough County Benchmark System, Mark "18-491" used. With an published elevation of 51.56.
 2. All elevations are Florida unless otherwise designated.
 3. This boundary survey was performed by Nelson Miller, Inc., under contract no. 9/2/03 under job #09175-00-000.

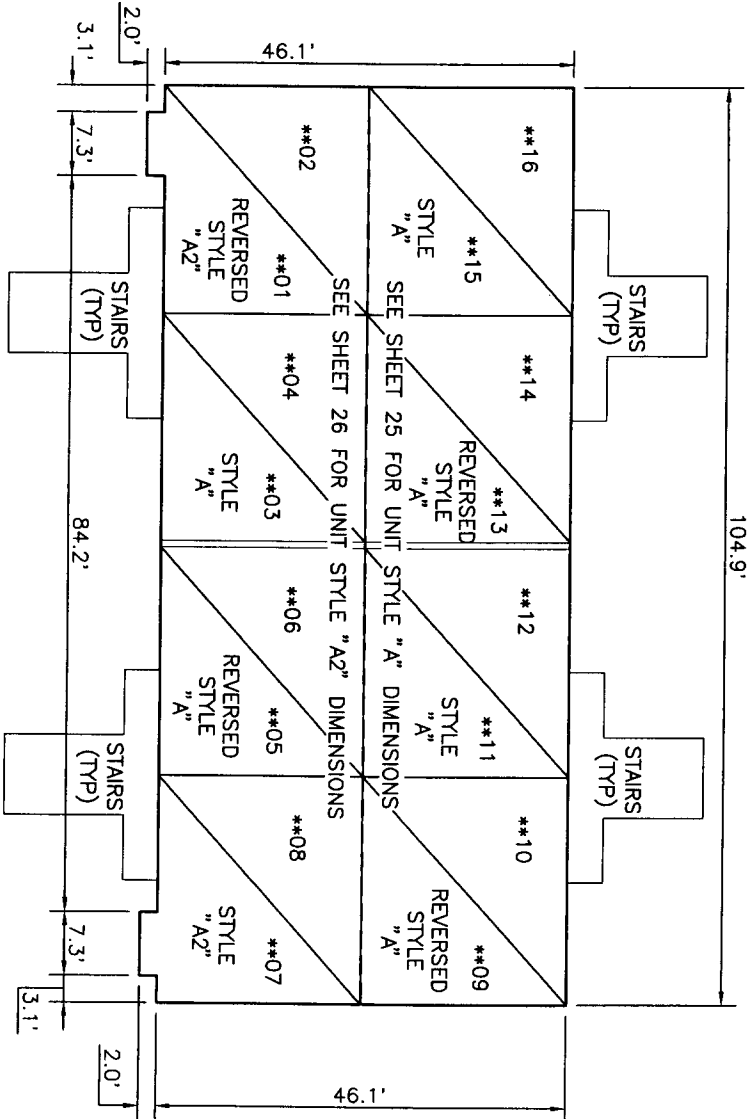
**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**

CONDOMINIUM BOOK _____ PAGE _____

SHEET 6 OF 31



ABBREVIATION LEGEND
(TYP) TYPICAL
ELEV ELEVATION



NOTE: (*) REPRESENTS THE BUILDING NUMBER AND ALL 000 NUMBERED UNITS ARE ON THE FIRST FLOOR. THEREFORE ALL EVEN NUMBERED UNITS ARE ON THE SECOND FLOOR.

**BUILDINGS 03, 05, 06, 07 & 14
BUILDING STYLE "A"
FLOOR PLAN**

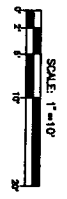
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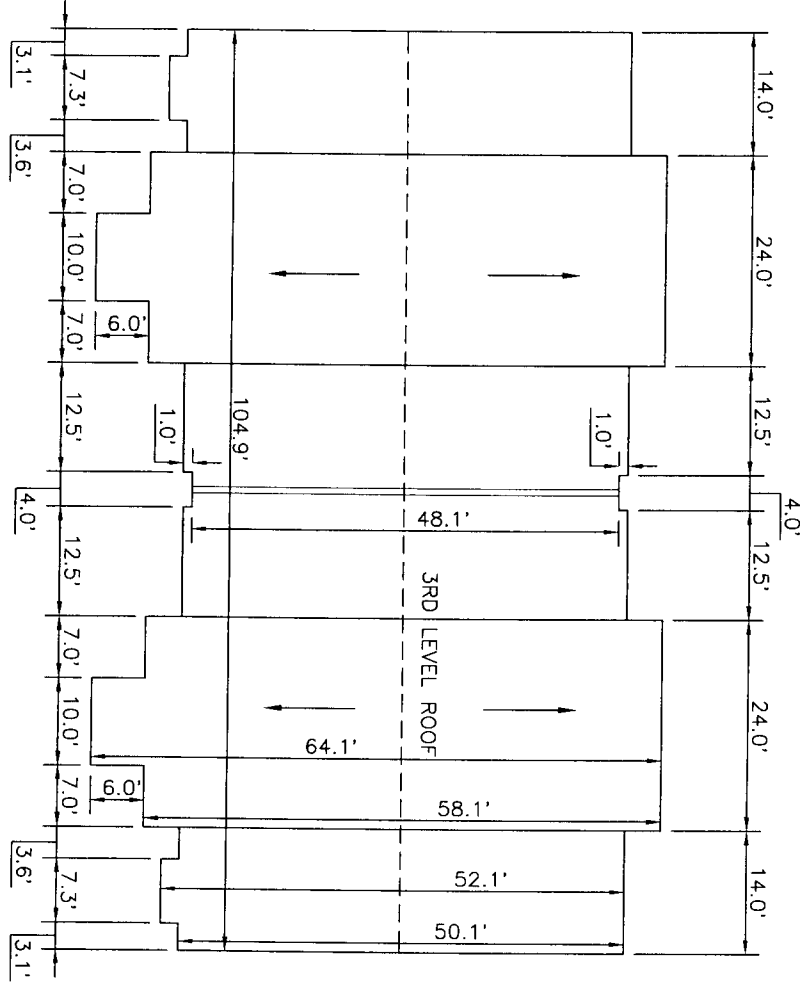
NOTES:
 1. Bearings shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.07°04'04"E (Quad)
 2. Elevations shown hereon are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "B-491" used with an published elevation of 51.56.
 3. All easements are Private unless otherwise designated.
 4. This boundary survey was performed by Wilson Miller, Inc., dated rev. 6/27/05 under Job# 04875-000-000.

**PARK LAKE AT PARSONS,
 A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA**

CONDOMINIUM BOOK _____ PAGE _____
 SHEET 7 OF 31



ABBREVIATION LEGEND
 (TR) TYPICAL
 ELEV ELEVATION



**BUILDINGS 03, 05, 06, 07 & 14
 BUILDING STYLE "A"
 ROOF PLAN**

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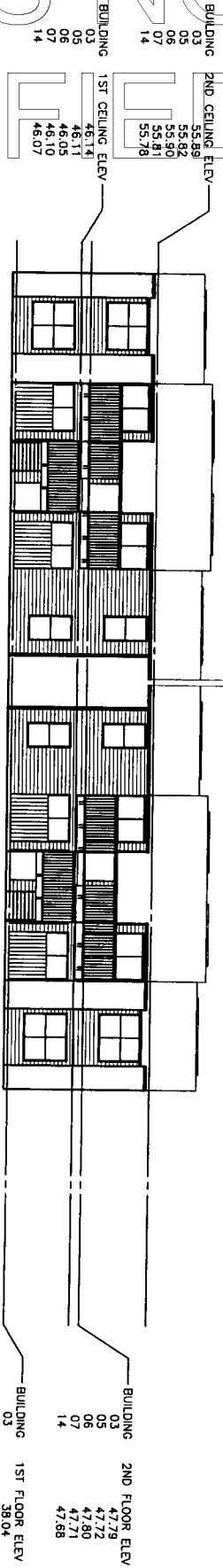
NOTES:
 1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.07°04'00"E (Quad)
 2. Elevations shown herein are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "B8-191" used. With an published elevation of 51.56.
 3. All easements are Private unless otherwise designated.
 4. This boundary survey was performed by Wilson Miller, Inc.,
 dated on: 6/21/05 under Job# 04975-000-000.

**PARK LAKE AT PARSONS,
 A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA**

CONDOMINIUM BOOK _____ PAGE _____
 SHEET 8 OF 31



ABBREVIATION LEGEND
 (TYP.) TYPICAL
 ELEV ELEVATION



BUILDING	2ND CEILING ELEV
03	52.89
05	52.82
06	52.82
07	55.81
14	55.78

BUILDING	1ST CEILING ELEV
03	46.14
05	46.11
06	46.05
07	46.10
14	46.07

BUILDING	2ND FLOOR ELEV
03	47.79
05	47.72
06	47.80
07	47.71
14	47.68

BUILDING	1ST FLOOR ELEV
03	38.04
05	38.01
06	38.05
07	38.00
14	37.97

**BUILDINGS 03, 05, 06, 07 & 14
 BUILDING STYLE "A"
 ELEVATION PLAN**

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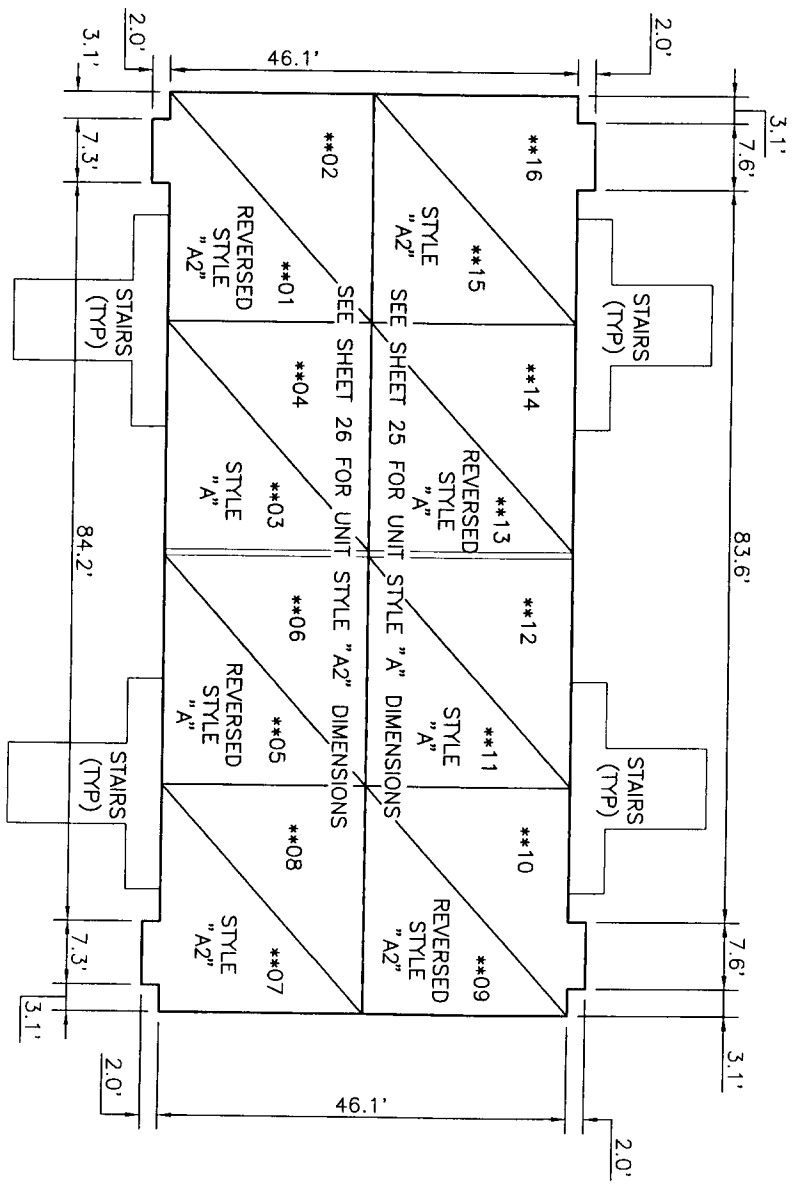
NOTES:
 1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 28 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.00°04'10"E (Quad)
 2. Elevations shown herein are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System Mark "B-491" used with an published elevation of 31.56.
 3. The elevations are Private unless otherwise designated.
 4. The elevations are based on a survey performed by Wilson Miller, Inc., dated per 6/27/05 under Job# 049735-000-000.

**PARK LAKE AT PARSONS,
 A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 28 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA.**

CONDOMINIUM BOOK _____ PAGE _____
 SHEET 9 OF 31



ABBREVIATION LEGEND
 (TYP) TYPICAL
 ELEV ELEVATION



NOTE: (*) REPRESENTS THE BUILDING NUMBER, AND ALL ODD NUMBERED UNITS ARE ON THE FIRST FLOOR, THEREFORE ALL EVEN NUMBERED UNITS ARE ON THE SECOND FLOOR.

**BUILDING 16
 BUILDING STYLE "A2"
 FLOOR PLAN**



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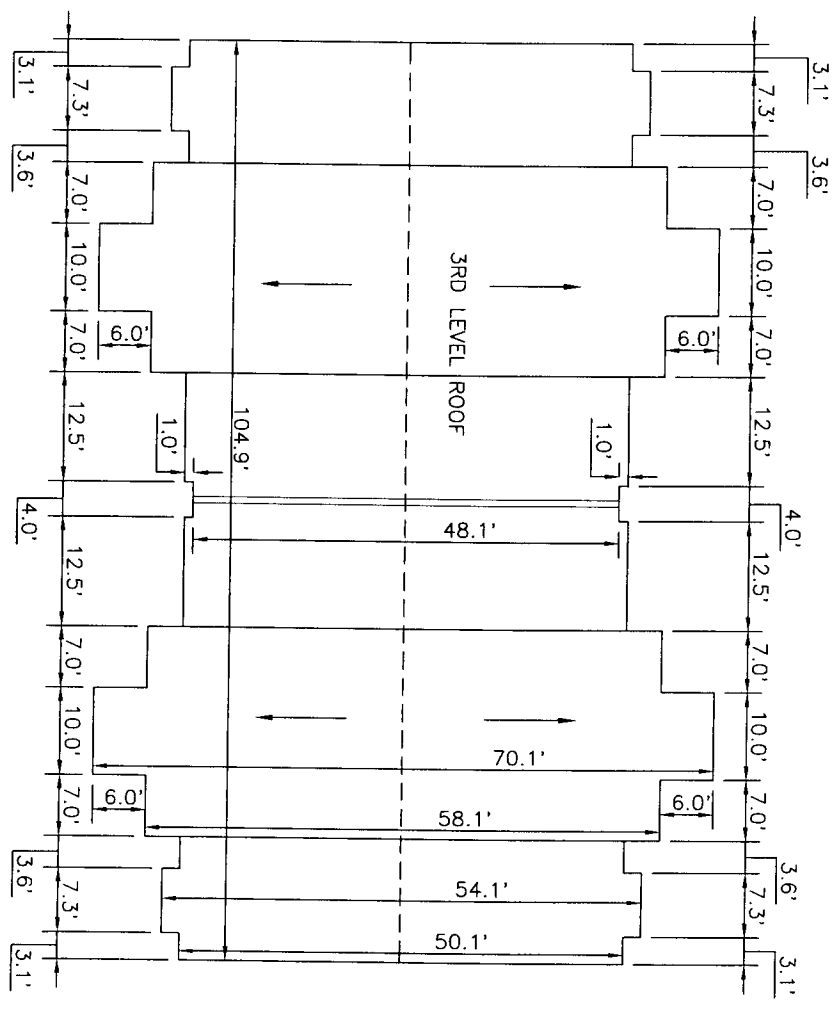
NOTES:
1. Bearings shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.00°04'04"E (Dead).
2. Elevations shown hereon are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "08-481" used.
3. All horizontal distances are in feet.
4. This boundary survey was performed by Wilson Miller, Inc., latest rev. 6/22/05 under job# 04975-00-001.

**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**

CONDOMINIUM BOOK _____ PAGE _____
SHEET 10 OF 31



ABBREVIATION LEGEND
(TYP) TYPICAL
ELEV ELEVATION



**BUILDING STYLE "A2"
ROOF PLAN**

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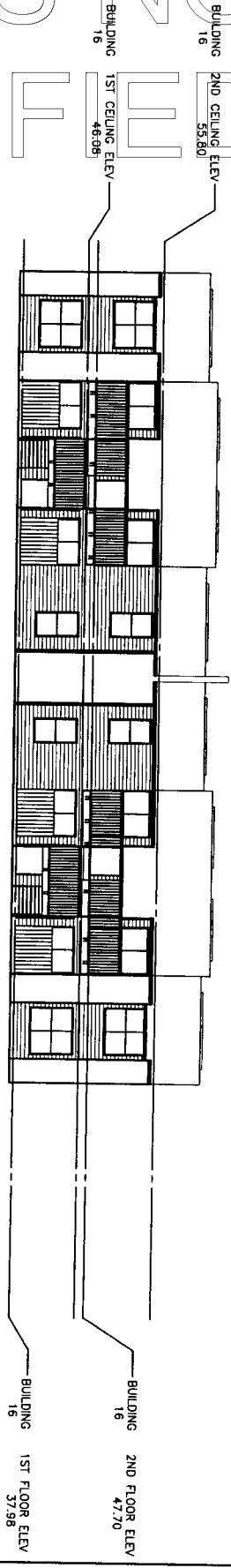
- NOTES:
1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.07°04'04"E (Quad).
 2. Elevations shown herein are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "W8-481" used. Mark on published elevation of 31.56.
 3. All elevations are Private unless otherwise designated.
 4. The Survey was prepared by Weston Miller, Inc.
 5. Detail ref: 6/27/05 under job# 04873-000-000.

**PARK LAKE AT PARSONS,
A CONDOMINIUM**
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

CONDOMINIUM BOOK _____ PAGE _____
SHEET 11 OF 31



ABBREVIATION LEGEND
(TYP.) TYPICAL
ELEV ELEVATION



**BUILDING 16
BUILDING STYLE "A2"
ELEVATION PLAN**

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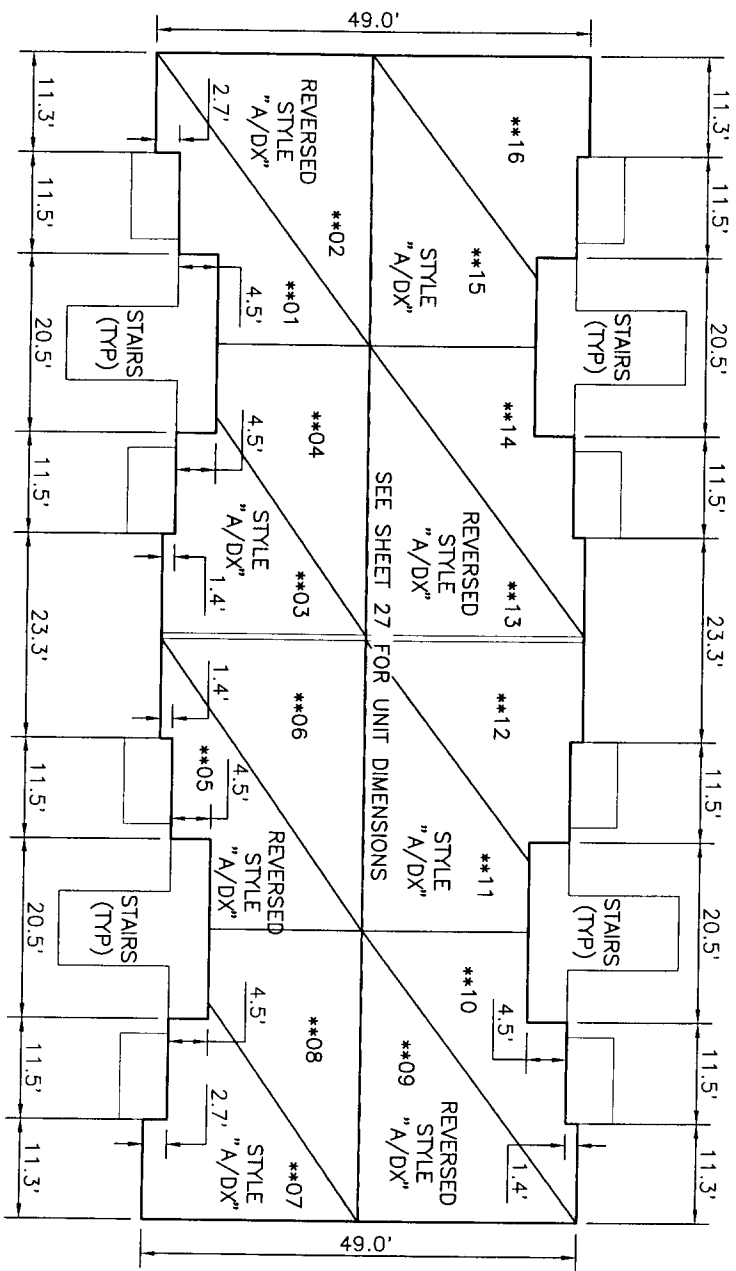
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**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**

- NOTES:
1. Bearings shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S50°04'00"E (Quad)
 2. Elevations shown hereon are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "B8-491" used.
 3. All easements are shown in pink.
 4. This boundary survey was performed by Wilson Miller, Inc. latest rev. 6/27/05 under job# 04975-000-000.



ABBREVIATION LEGEND
(TYP) TYPICAL
ELEV ELEVATION



**BUILDINGS 04 & 12
BUILDING STYLE "A/DX"
FLOOR PLAN**

NOTE: (A) REPRESENTS THE BUILDING NUMBER AND ALL 000 NUMBERED UNITS ARE ON THE FIRST FLOOR, THEREFORE ALL 000 NUMBERED UNITS ARE ON THE SECOND FLOOR.

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- NOTES:**
1. Bearings shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S00°04'00"E (QML)
 2. Evidences shown hereon are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System. Mark "09-497" used.
 3. All measurements are on published section of 31.56.
 4. This boundary survey was prepared by Wilson Miller, Inc.

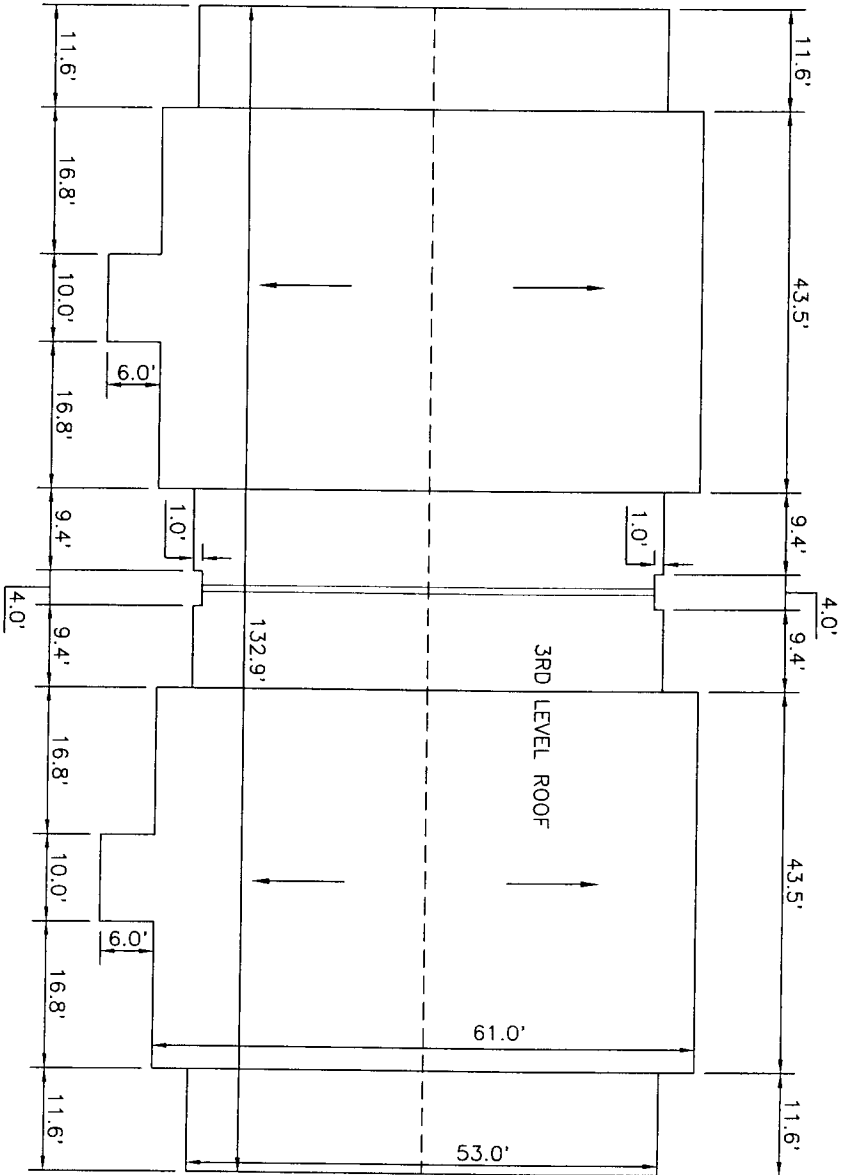
**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**

CONDOMINIUM BOOK _____ PAGE _____

SHEET 13 OF 31



ABBREVIATION LEGEND
(TYP.) TYPICAL
ELEV ELEVATION



**BUILDINGS 04 & 12
BUILDING STYLE "A/DX"
ROOF PLAN**

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- NOTES:
1. Bearings shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.80°04'04"E (Decl) of 1988 based on a Hillsborough County Benchmark System, Mark "V8-491" used, with an published elevation of 51.55.
 2. The elevations are Private unless otherwise designated.
 3. This document is for use in connection with the Condominium Unit Sales Act, Chapter 689, Florida Statutes, as amended.
 4. The scale of this drawing is 1" = 10'.

**PARK LAKE AT PARSONS,
A CONDOMINIUM**
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA

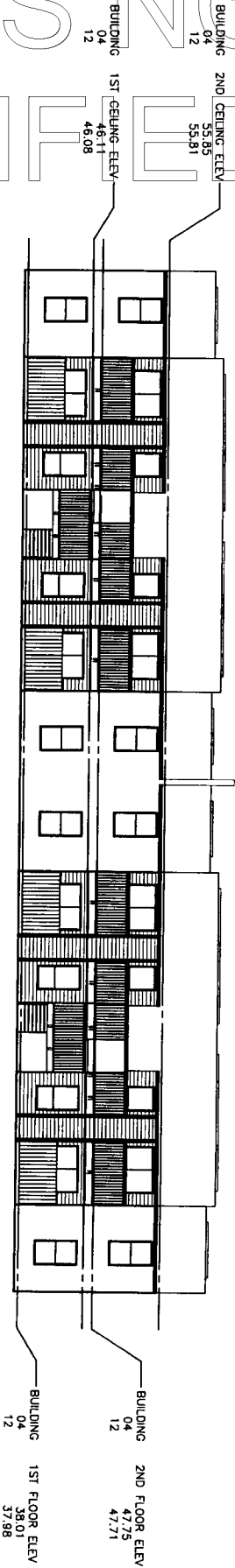
CONDOMINIUM BOOK _____

PAGE _____

SHEET 14 OF 31



ABBREVIATION LEGEND
(TYP.) TYPICAL
ELEV ELEVATION



**BUILDINGS 04 & 12
BUILDING STYLE "A/DX"
ELEVATION PLAN**

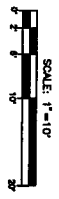
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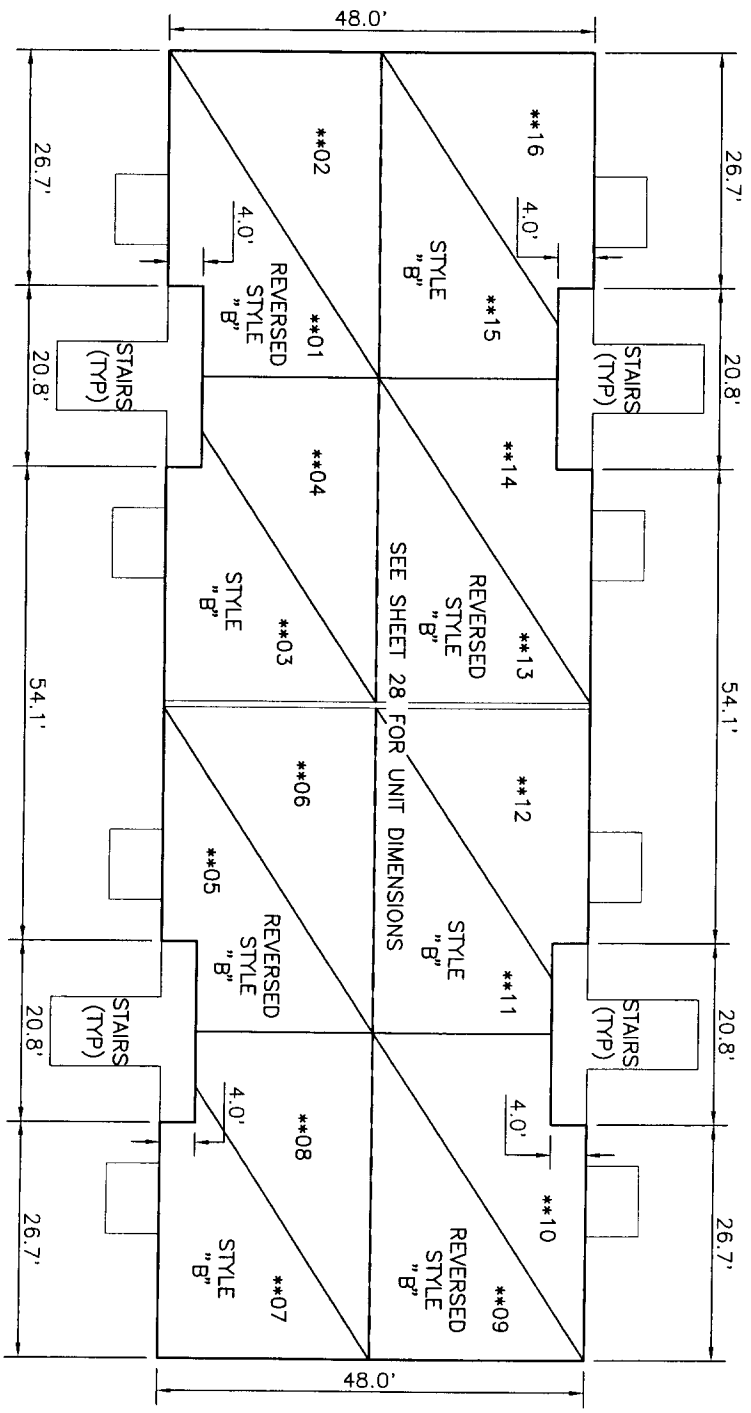
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NOTES:
 1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S100°44'42" (true) of 1988 based on a Hillsborough County Benchmark System, Mark "B"-491' used with an published elevation of 51.55.
 2. All elevations are Florida unless otherwise designated.
 3. This boundary survey was performed by Wilson Miller, Inc., dated per. 6/27/00 under Job# 04973-000-000.

**PARK LAKE AT PARSONS,
 A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA**



ABBREVIATION LEGEND
 (TYP) TYPICAL
 ELEV ELEVATION



NOTE: (A) REPRESENTS THE BUILDING NUMBER, AND ALL ODD NUMBERED UNITS ARE ON THE FIRST FLOOR, THEREFORE ALL EVEN NUMBERED UNITS ARE ON THE SECOND FLOOR.

**BUILDINGS 02, 10, 11 & 15
 BUILDING STYLE "B"
 FLOOR PLAN**

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- NOTES:
1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.07°01'0"E (Dand)
 2. Elevations shown herein are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "B-491" used. With an published elevation of 51.56.
 3. All easements are Private unless otherwise designated.
 4. This boundary survey was performed by Wilson Miller, Inc., dated rev. 6/27/05 under job# 04875-000-000.

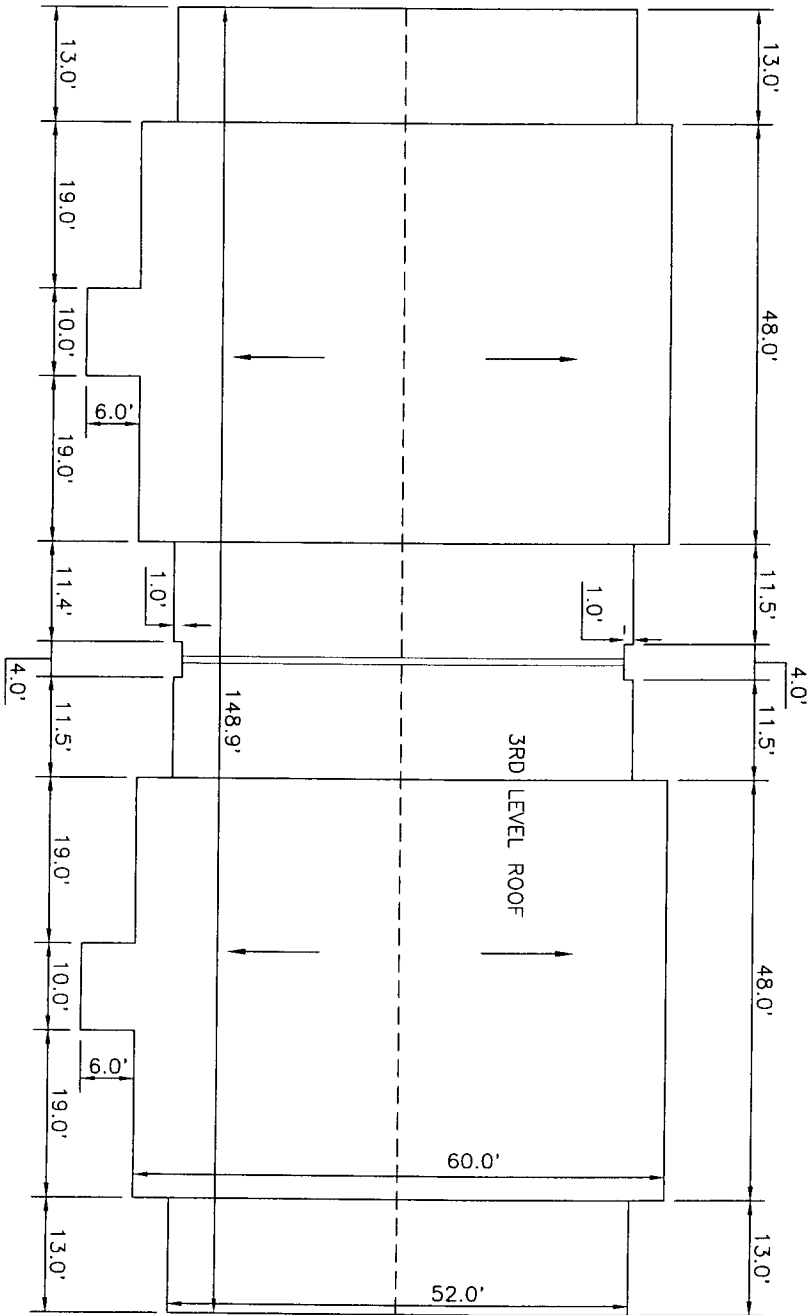
**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**

CONDOMINIUM BOOK _____ PAGE _____

SHEET 16 OF 31



ABBREVIATION LEGEND
(TYP.) TYPICAL
ELEV ELEVATION



**BUILDINGS 02, 10, 11 & 15
BUILDING STYLE "B"
ROOF PLAN**

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68970
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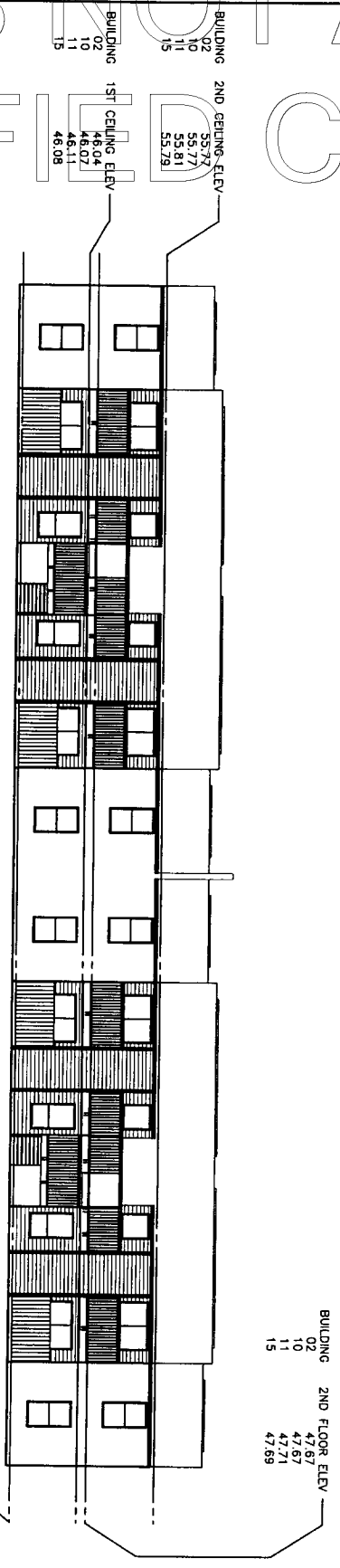
NOTES:
 1. Bearings shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.070°04'E (Deed)
 2. Elevation shown hereon are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "B8-481" used.
 3. All elevations are in feet.
 4. This boundary survey was performed by Wilson Miller, Inc.
 latest rev. 6/27/05 under job# 04975-000-000.

**PARK LAKE AT PARSONS,
 A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA**

CONDOMINIUM BOOK _____ PAGE _____
 SHEET 17 OF 31



ABBREVIATION LEGEND
 (TR) TYPICAL
 ELEV ELEVATION



BUILDING 2ND FLOOR ELEV
 02 47.67
 10 47.67
 11 47.71
 15 47.89

BUILDING 1ST FLOOR ELEV
 02 37.94
 10 37.97
 11 38.01
 15 37.98

BUILDING 2ND CEILING ELEV
 02 55.77
 10 55.77
 11 55.81
 15 55.79

BUILDING 1ST CEILING ELEV
 02 48.07
 10 48.11
 15 48.08

**BUILDINGS 02, 10, 11 & 15
 BUILDING STYLE "B"
 ELEVATION PLAN**

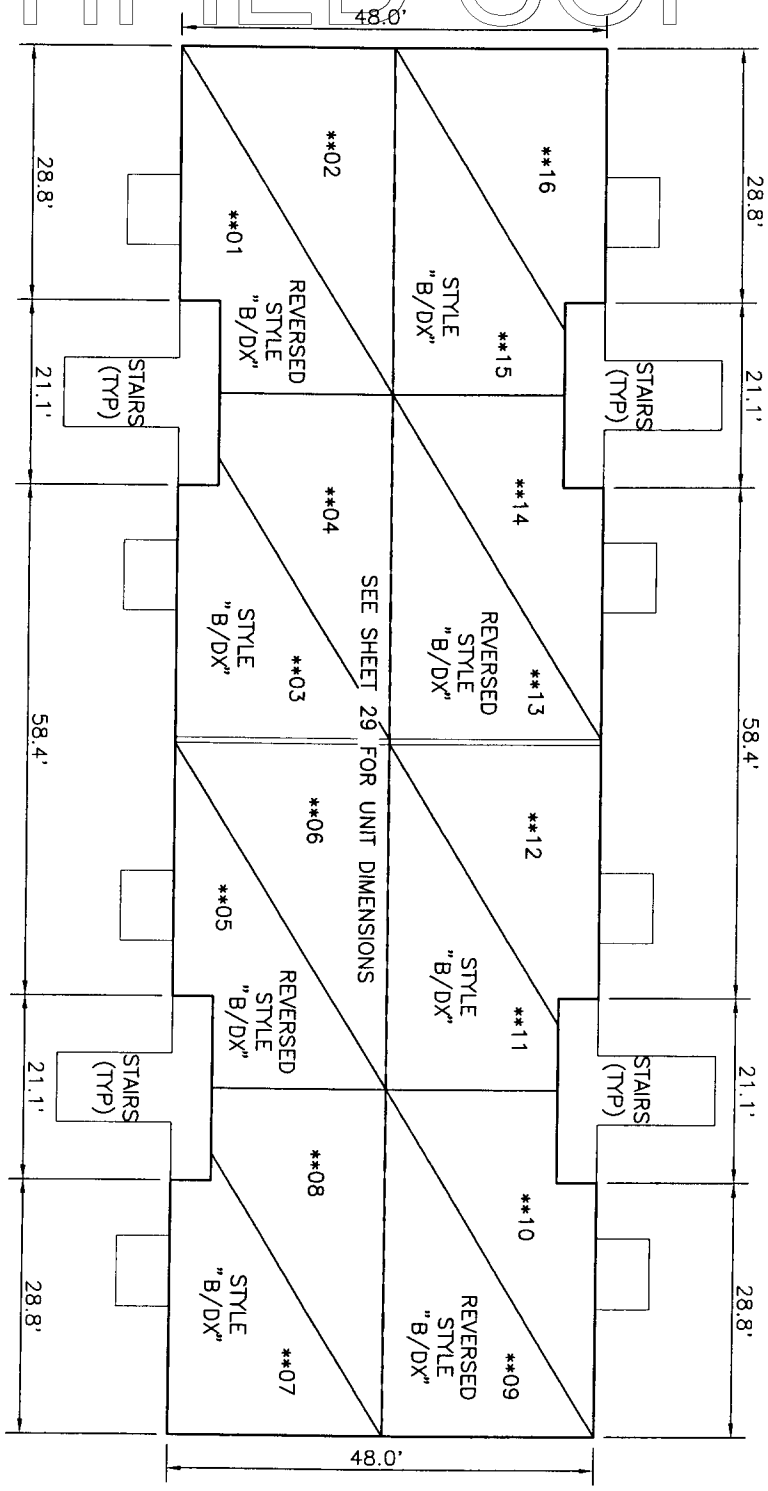
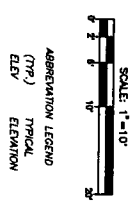
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NOTES:
 1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.00°04'04"E (true) of 1988 based on a Hillsborough County Benchmark System, Mark "W-491" used with an published elevation of 31.56'.
 2. The easements are Florida unless otherwise designated.
 3. The easements are shown for reference only.
 4. The easements are shown for reference only.
 (dated rev. 6/27/05 under Job# 04975-000-001)

**PARK LAKE AT PARSONS,
 A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA**

CONDOMINIUM BOOK _____ PAGE _____
 SHEET 18 OF 31



NOTE: (**) REPRESENTS THE BUILDING NUMBER AND ALL ODD NUMBERED UNITS ARE ON THE FIRST FLOOR, THEREFORE ALL EVEN NUMBERED UNITS ARE ON THE SECOND FLOOR.

**BUILDINGS 08 & 13
 BUILDING STYLE "B/DX"
 FLOOR PLAN**

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 6000 Professional Center
 Phone 841-807-8000 • Fax 841-807-8970 • Web: www.wisnml.com
 WilsonMiller, Inc. - FL Lic.# LC-C0000170

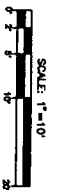
THIS IS NOT A
CERTIFIED COPY

- NOTES:
1. Bearings shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.00°04'00"E (Qued)
 2. Elevations shown hereon are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System Mark "WB-491" used.
 3. This is an estimate and private unless otherwise designated.
 4. The estimator is not responsible for errors on Miller, Inc.
- Issued per 6/22/05 under Job# 04975-00-001.

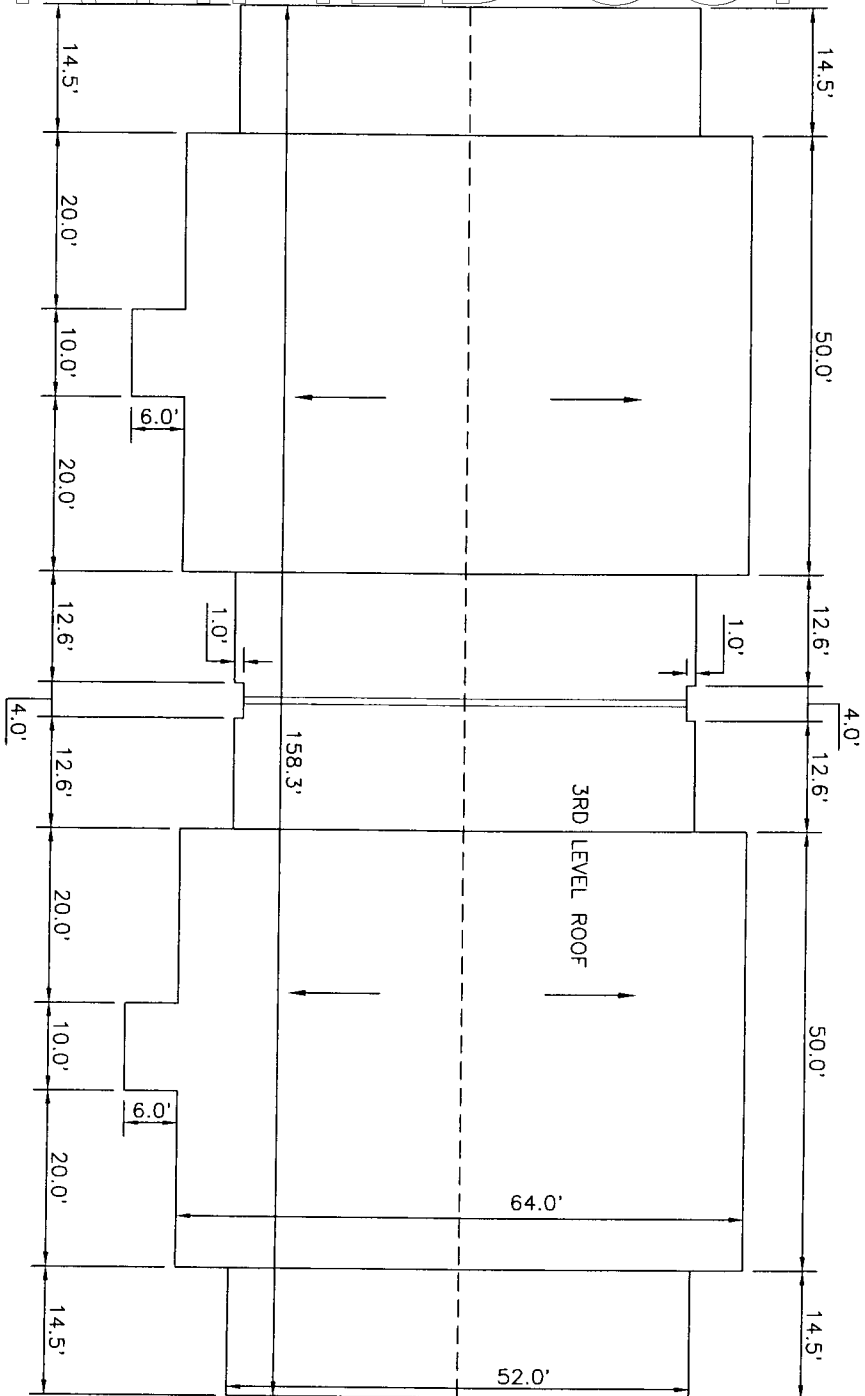
**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**

CONDOMINIUM BOOK _____ PAGE _____

SHEET 19 OF 31



ABBREVIATION LEGEND
(TP) TYPICAL
ELEV ELEVATION



**BUILDINGS 08 & 13
BUILDING STYLE "B/DX"
ROOF PLAN**

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Milwaukee, WI

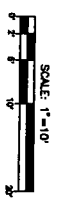
Mobile • Fax • Home • Office • Project • Tampa • Tallahassee
6000 Professional Center Drive • Suite 200 • Tallahassee, FL 32309-2914
Phone 904-807-8000 • Fax 904-807-8010 • Web - www.wismiller.com

WisnMiller, Inc. - FL Lic # LC-C000170

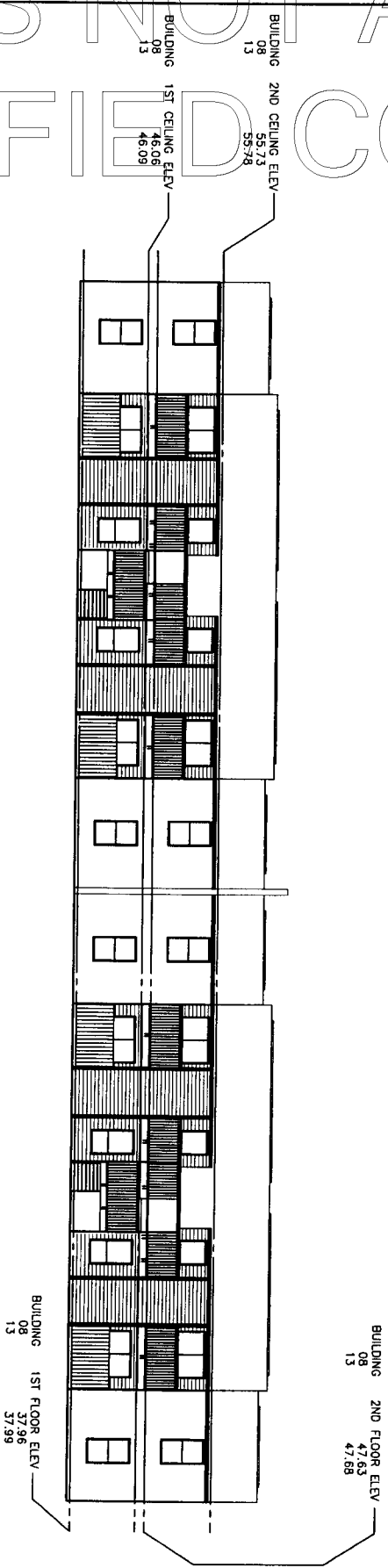
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- NOTES:
1. Bearings shown hereon are relative to the East boundary line of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.00°04'04"E (Obs) (MAD)
 2. Elevation shown hereon are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "98-491" used. With an published elevation of 51.56.
 3. All elevations are Private unless otherwise designated.
 4. This boundary survey was performed by Mason Miller, Inc., dated on 07/27/03 under Job# 04973-000-000.

**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**



ABBREVIATION LEGEND
(TYP) TYPICAL
ELEV ELEVATION



**BUILDINGS 08 & 13
BUILDING STYLE "B/DX"
ELEVATION PLAN**



Wilson Miller, Inc.
Engineers - Architects - Surveyors - Landscape Architects - Transportation Consultants
1800 Park Lane, Suite 100, Sarasota, Florida 34230-4114
Phone 941-551-8844, Fax 941-551-8845
Wilson Miller, Inc. FL Lic.# LC-0000170

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- NOTES:
1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.00°04'04"E (Quad)
 2. Elevations shown herein are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "VB-49" used. All other elevations are Private unless otherwise designated.
 3. The drawings are the work of the undersigned Professional Engineer, Inc., dated per 6/27/05 under Job# 04975-000-000.

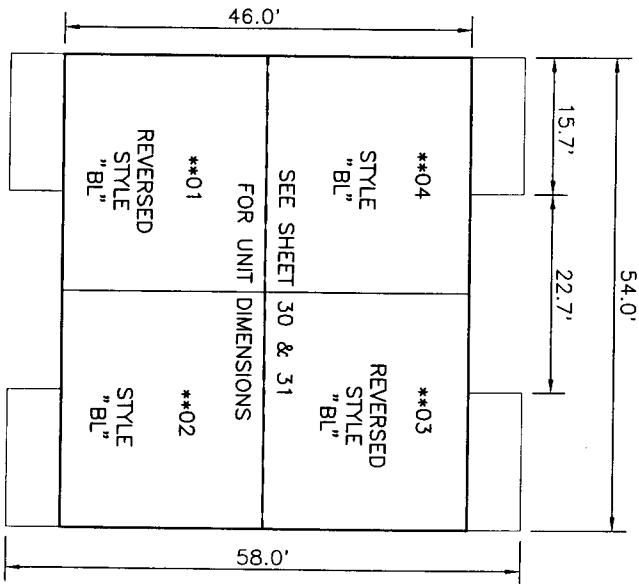
**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**

CONDOMINIUM BOOK _____ PAGE _____

SHEET 21 OF 31



ABBREVIATION LEGEND
(N.P.) SPECIAL
ELEV ELEVATION



**BUILDINGS 01 & 09
BUILDING STYLE "BL"
FLOOR PLANS**

NOTE: (*) REPRESENTS THE BUILDING NUMBER.

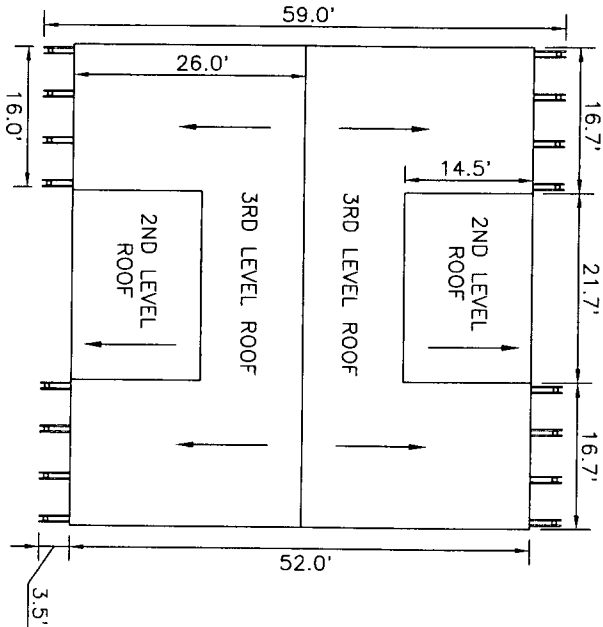
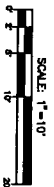
WisnMiller
Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants
Architects • Forestry Planners • Scientists • Environmental Engineers • Surveyors • Inspectors • Interior Designers • Urban Planners
4820 Parkway East, Suite 100 • Sarasota, Florida 34236-4414
Phone 941-557-4800 • Fax 941-557-4801 • Email info@wisn-miller.com
WisnMiller, Inc. P. O. Box 100 • Lakewood Ranch, FL 34951-0100

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- NOTES:
1. Bearings shown hereon are relative to the East boundary line of the Northeast 1/4 of the Southeast 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.007°04'04"E (Deed)
 2. Elevations shown hereon are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "YG-181" used with an published elevation of 51.58.
 3. All statements are Private unless otherwise designated.
 4. This boundary survey was performed by Wilson Miller, Inc., dated per. 6/27/03 under Job# 04973-000-000.

**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**

ABREVIATION LEGEND
(TR) TYPICAL
ELEV ELEVATION



**BUILDINGS 01 & 09
BUILDING STYLE "BL"
ROOF PLAN**

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4800 Fryingpan Avenue, Suite 200 • Tampa, Florida 33629-3414
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Wilson Miller, Inc. - P. L. Lic. # LC-0000170

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NOTES:
 1. Bearings shown herein are relative to the East boundary line of the Northeast 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.007194°E (Used)
 2. Elevations shown herein are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "MB-491" used. With an published elevation of 51.56.
 3. All elevations are Private unless otherwise designated.
 4. This boundary survey was performed by Wilson Miller, Inc., dated per. 07/27/03 under Job# 04913-000-000.

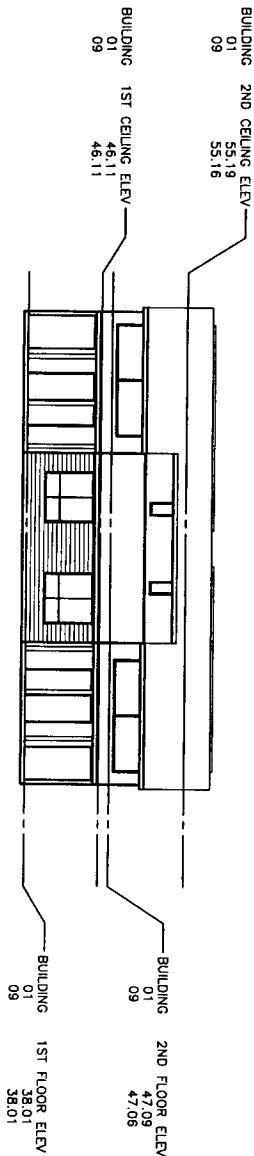
**PARK LAKE AT PARSONS,
 A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA**

CONDOMINIUM BOOK _____ PAGE _____

SHEET 23 OF 31



ABBREVIATION LEGEND
 (N/A) TYPICAL
 ELEV ELEVATION



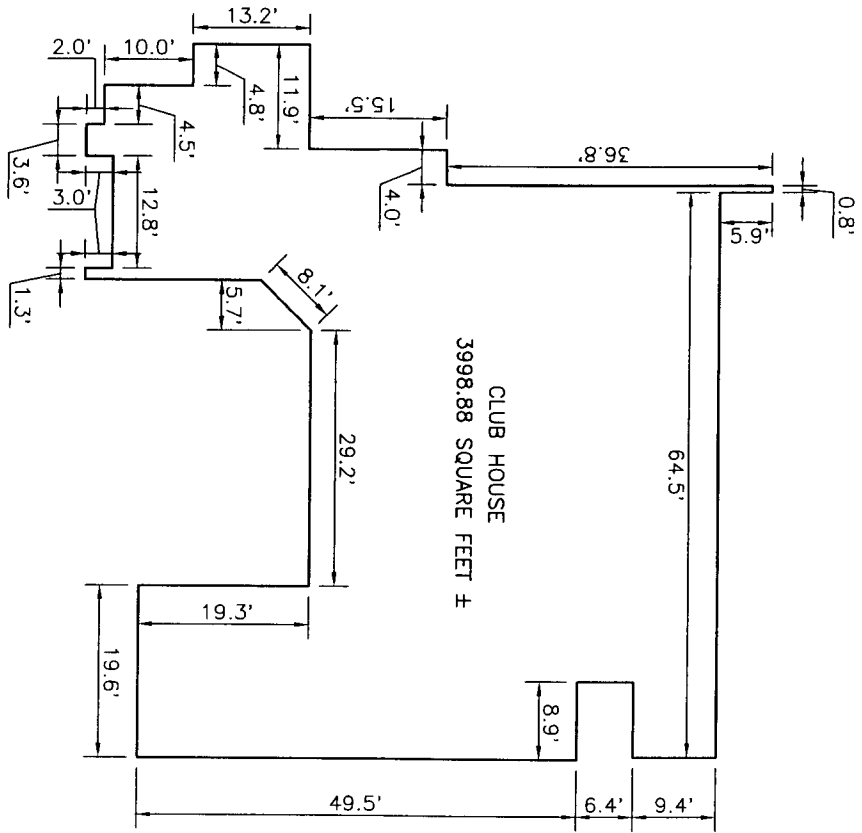
**BUILDINGS 01 & 09
 BUILDING STYLE "BL"
 ELEVATION PLAN**

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 Phone 813-907-9800 • Fax 813-907-4810
 Wilson Miller, Inc. - FL Lic # LC-0000170

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- NOTES:**
1. Bearings shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.00°14'04"(true) (MAG) of 1988 based on a Hillsborough County Benchmark Station, Mark "B-491" used with an published elevation of 51.56.
 2. Elevation shown hereon are relative to National American Vertical Datum (NAVD) with an published elevation of 51.56.
 3. All easements are Private unless otherwise designated.
 4. This boundary survey was performed by Wilson Miller, Inc., dated rev. 6/27/05 under Job# 04973-000-000.

**PARK LAKE AT PARSONS,
A CONDOMINIUM
SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**



ABBREVIATION LEGEND
(TRP) TYPICAL
ELEV ELEVATION

**CLUB HOUSE BUILDING
DIMENSIONS**

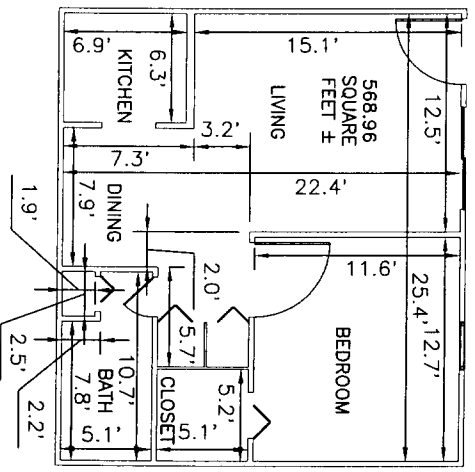
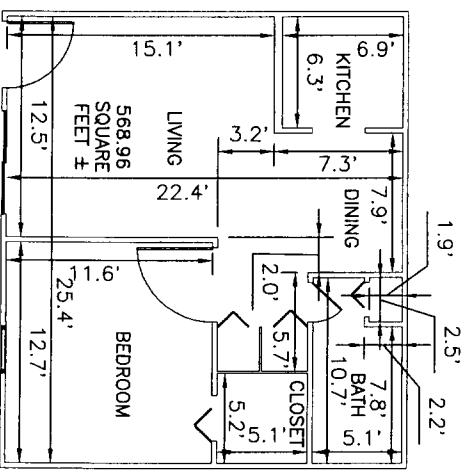
Wilson Miller

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Wilson Miller, Inc.
8000 Park Avenue, Suite 200, Tampa, Florida 33626-6414
Phone 813-807-8500 • Fax 813-807-1010 • Website: www.wilsonmiller.com
Wilson Miller, Inc. • P. O. Box 1170 • Lakeland, FL 34031

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NOTES:
1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla. having a bearing of S.07°04'14"E (DME)
2. Elevations shown herein are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "B-491" with an published elevation of 51.55
3. All elevations are Private unless otherwise designated.
4. This boundary survey was performed by Wilson Miller, Inc. (date rev. 6/27/05 under Job# 04975-000-000).

**PARK LAKE AT PARSONS,
A CONDOMINIUM
SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**



STYLE "A" LOCATIONS

BUILDING NO.	UNIT NO.
03	03,04,11,12,15 & 16
06	03,04,11,12,15 & 16
07	03,04,11,12,15 & 16
14	03,04,11,12,15 & 16
16	03,04,11,12

REVERSED STYLE "A" LOCATIONS

BUILDING NO.	UNIT NO.
03	06,06,09,10,13 & 14
06	06,06,09,10,13 & 14
07	06,06,09,10,13 & 14
14	06,06,09,10,13 & 14
16	06,06,13 & 14

FLOOR PLANS

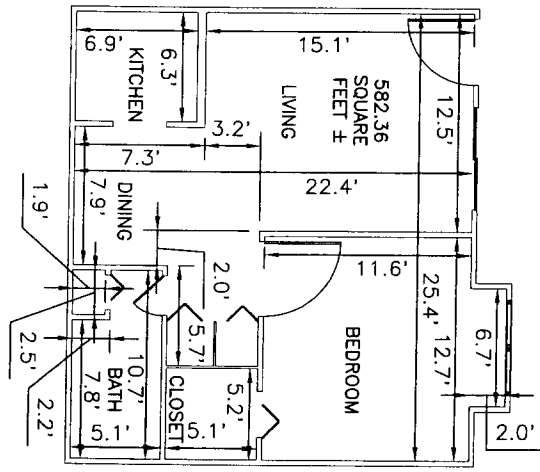
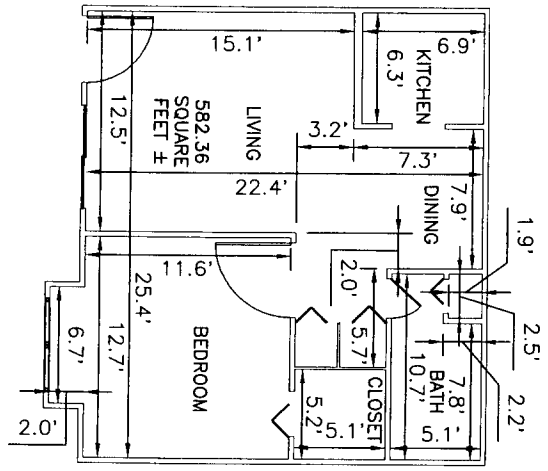


Planners - Engineers - Architects - Surveyors - Landscape Architects - Transportation Consultants
Wilson Miller, Inc.
1800 Pine Street, Suite 100, Sarasota, Florida 34236-4614
Phone 941-552-7777
WilsonMiller.com
Wilson Miller, Inc. - FL Lic # LC-0000170

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NOTES:
 1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.00°04'04"E (Decl)
 2. Dimensions shown herein are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "V8-491" used with an published elevation of 51.56.
 3. All easements are Private unless otherwise designated.
 4. This floor plan may not be prepared by Wilson Miller, Inc. (licet no. 8/27/05 under job 09373-000-000).

**PARK LAKE AT PARSONS,
 A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA**



STYLE "A2" FLOOR PLAN

REVERSED STYLE "A2" FLOOR PLAN

STYLE "A2" LOCATIONS

REVERSED STYLE "A2" LOCATIONS

BUILDING NO.	UNIT NO.
03	07,08
05	07,08
06	07,08
07	07,08
14	07,08
16	07,08,15 & 16

BUILDING NO.	UNIT NO.
03	01,02
05	01,02
06	01,02
07	01,02
14	01,02
16	01,02,09,10

FLOOR PLANS

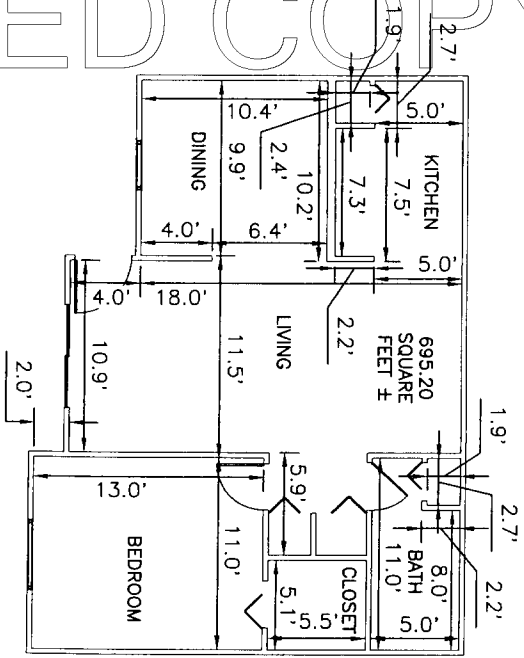


Planners - Engineers - Architects - Surveyors - Landscape Architects - Transportation Consultants
 Wilson Miller, Inc.
 4800 Professional Parkway, East, Suite 100 - Sarasota, Florida 34240-3414
 Phone 941-557-8810 or 941-557-8810 - Fax 941-557-8810
 Wilson Miller, Inc. - Tel. Lic.# LC-0000170

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NOTES:
 1. Bearings shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S100°04'04"E (true) of 1988 based on a Hillsborough County Benchmark System, Mark "B-491" used. With an published elevation of 51.55.
 2. All easements are Florida unless otherwise designated.
 3. This boundary survey was performed by Wilson Miller, Inc., dated per. 6/21/09 under Job# 04973-000-000.

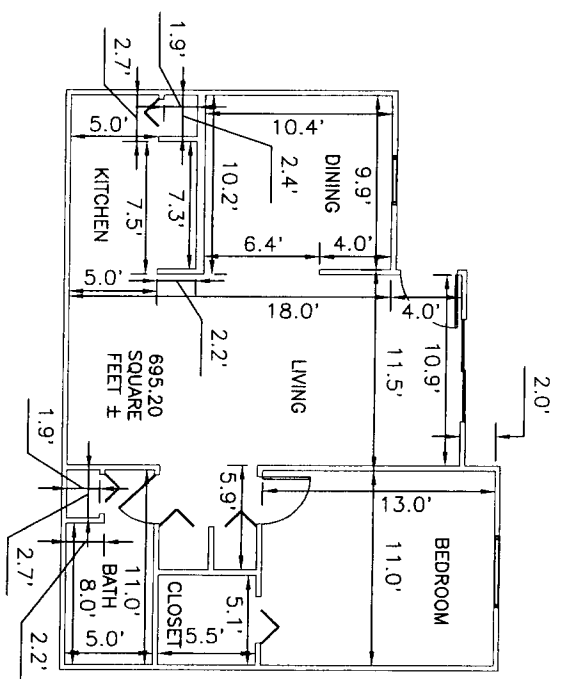
**PARK LAKE AT PARSONS,
 A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA**



STYLE "A/DX" FLOOR PLAN

STYLE "A/DX" LOCATIONS

BUILDING NO.	UNIT NO.
04	03,04,07,08,11,12,15 & 16
12	08,04,07,08,11,12,15 & 16



REVERSED STYLE "A/DX" FLOOR PLAN

REVERSED STYLE "A/DX" LOCATIONS

BUILDING NO.	UNIT NO.
04	01,02,05,06,09,10,13 & 14
12	01,02,05,06,09,10,13 & 14

FLOOR PLANS

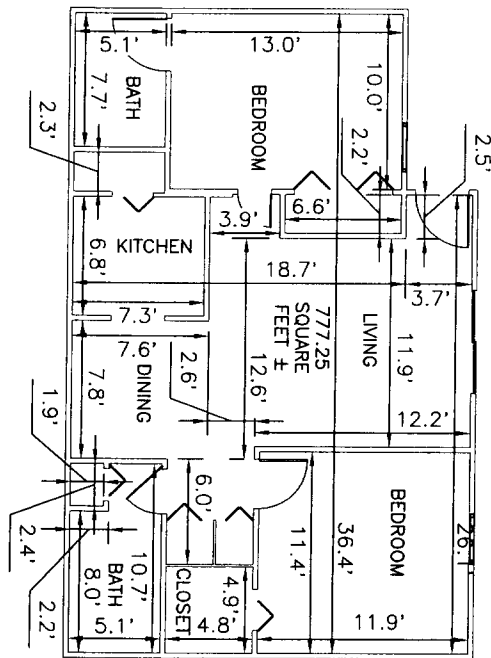
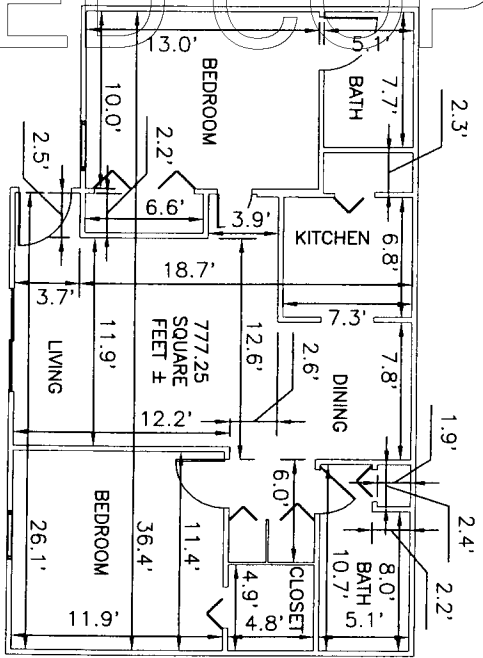


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 Wilson Miller, Inc.
 4000 Professional Center
 Suite 100
 Tampa, Florida 33606-6414
 Phone 813-907-8000
 Fax 813-907-8000
 www.wilsonmiller.com
 Wilson Miller, Inc. - FL Lic # LC-00001710

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NOTES:
1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S 07°04'00" E (true) of 1988 based on a Hillsborough County Benchmark System, Mark "VB-491" used. With an published elevation of 51.56.
2. All elevations are Private unless otherwise designated.
3. This boundary survey was performed by Wilson Miller, Inc.
4. Detail rev. 8/27/05 under Job# 04873-000-000.

**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**



STYLE "B" FLOOR PLAN

REVERSED STYLE "B" FLOOR PLAN

STYLE "B" LOCATIONS

BUILDING NO.	UNIT NO.
02	03,04,07,08,11,12,15 & 16
10	03,04,07,08,11,12,15 & 16
11	03,04,07,08,11,12,15 & 16
15	03,04,07,08,11,12,15 & 16

REVERSED STYLE "B" LOCATIONS

BUILDING NO.	UNIT NO.
02	01,02,05,06,09,10,13 & 14
10	01,02,05,06,09,10,13 & 14
11	01,02,05,06,09,10,13 & 14
15	01,02,05,06,09,10,13 & 14

FLOOR PLANS

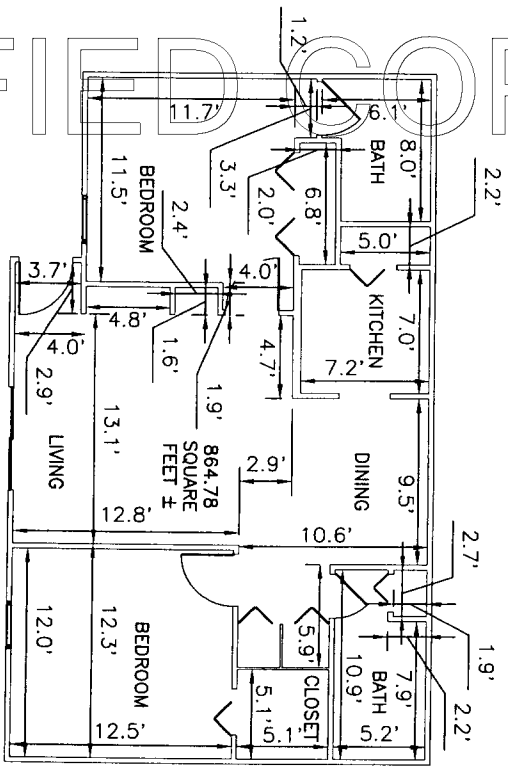


Promoters: Engineers - Ecologists - Surveyors - Landscape Architects - Transportation Consultants
Wilson Miller, Inc.
8000 Pryorwood Drive, East Lake, FL 33422
Phone 813-941-5070 Fax 813-941-5070
Wilson Miller, Inc. - FL Lic# LC-0000170

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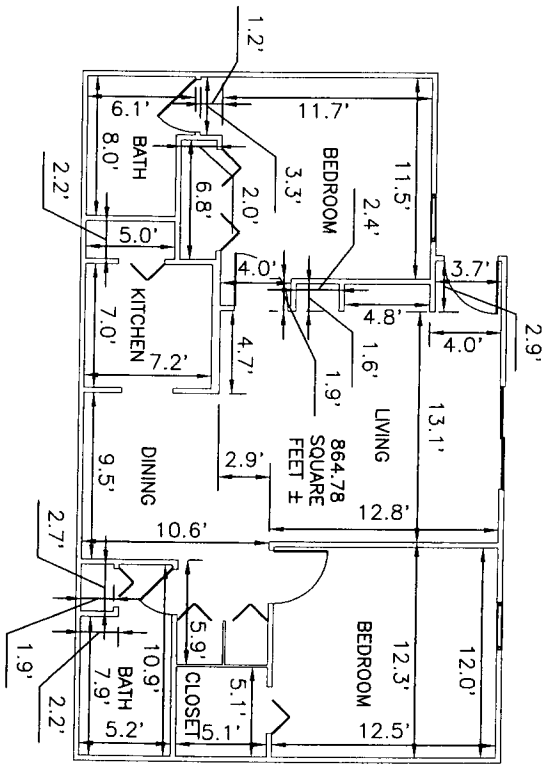
NOTES:
 1. Bearings shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.00°04'04"E (true) and a distance of 11.1 feet.
 2. Dimensions shown herein are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System, Mark "M-491" used with an assumed elevation of 51.56.
 3. All dimensions are in feet unless otherwise designated.
 4. The drawings are for the use of the owner and are not to be used for any other purpose without the written consent of the engineer.
 5. The drawings are for the use of the owner and are not to be used for any other purpose without the written consent of the engineer.
 6. The drawings are for the use of the owner and are not to be used for any other purpose without the written consent of the engineer.
 7. The drawings are for the use of the owner and are not to be used for any other purpose without the written consent of the engineer.
 8. The drawings are for the use of the owner and are not to be used for any other purpose without the written consent of the engineer.
 9. The drawings are for the use of the owner and are not to be used for any other purpose without the written consent of the engineer.
 10. The drawings are for the use of the owner and are not to be used for any other purpose without the written consent of the engineer.

**PARK LAKE AT PARSONS,
 A CONDOMINIUM
 A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
 HILLSBOROUGH COUNTY, FLORIDA**



STYLE "B/DX" FLOOR PLAN

STYLE "B/DX" LOCATIONS
 BUILDING NO. 08
 13
 UNIT NO. 03,04,07,08,11,12,15 & 16
 13



REVERSED STYLE "B/DX" FLOOR PLAN

REVERSED STYLE "B/DX" LOCATIONS
 BUILDING NO. 08
 13
 UNIT NO. 01,02,05,06,09,10,13 & 14
 14

FLOOR PLANS

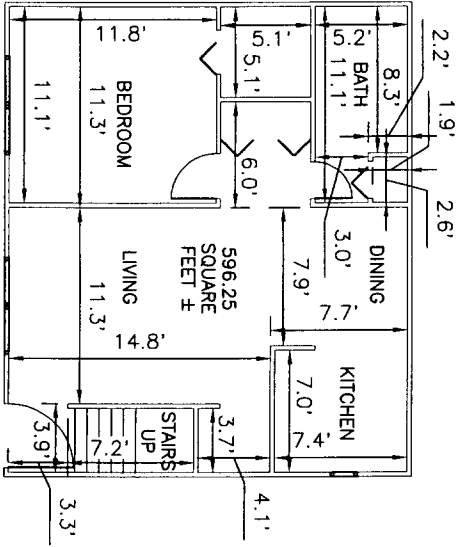


WisnMiller, Inc.
 6000
 305-993-0000
 www.wisnmilleronline.com

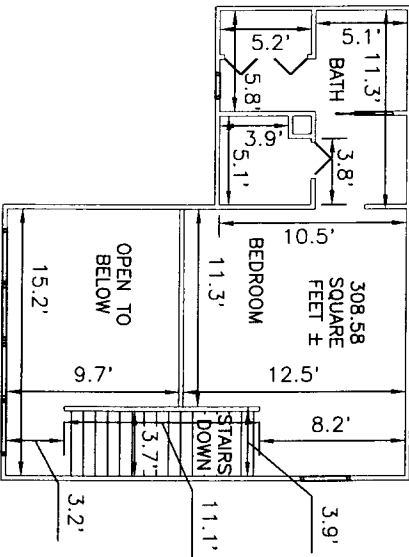
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- NOTES:
1. Boundaries shown herein are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.07°04'04"E (found).
 2. Elevations shown herein are relative to National American Vertical Datum (NAVD) of 1988 based on a Hillsborough County Benchmark System. Mark "B-491" used. With an published elevation of 51.56.
 3. All easements are Private unless otherwise designated.
 4. This boundary survey was performed by Wilson Miller, Inc., latest rev. 6/27/05 under job# 04975-000-000.

**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**



STYLE "B/L" FLOOR PLAN



STYLE "B/L" SECOND FLOOR PLAN

STYLE "B/L" LOCATIONS

BUILDING NO.	UNIT NO.
01	02 & 04
09	02 & 04

FLOOR PLANS



Planner - Engineers - Estimators - Surveyors - Landscapers Architects - Transportation Consultants
 Architects - Civil Engineers - Structural Engineers - Mechanical Engineers - Electrical Engineers
 6800 Professional Parkway, East Lake, Florida 33424
 Phone 941-907-8000 Fax 941-907-8010 Web Site www.wilsonmiller.com
 Wilson Miller, Inc. - FL Lic # LC-0000170

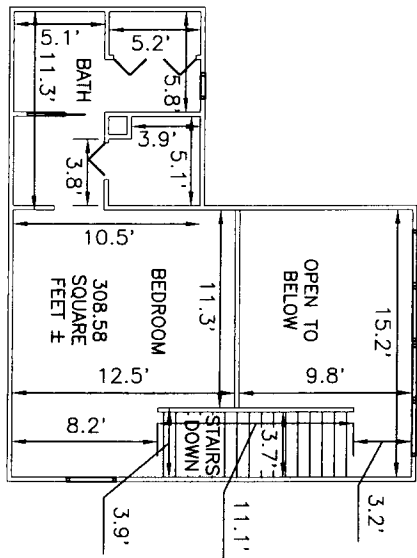
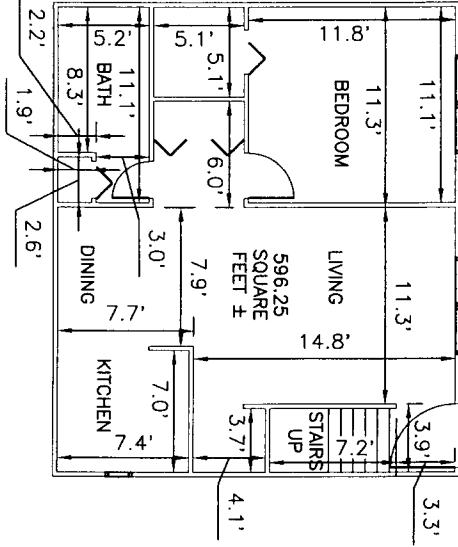
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CERTIFIED COPY

NOTES:
1. Dimensions shown hereon are relative to the East boundary line of the Northwest 1/4 of the Southwest 1/4 of Section 26, Township 29 South, Range 20 East, Hillsborough County, Fla., having a assumed bearing of S.07°04'00"E (true) of 1988 based on a Hillsborough County Benchmark system, Mark "B-481" used. With an published elevation of 51.56.
2. Elevation shown hereon are relative to National American Vertical Datum (NAVD).
3. All easements are Private unless otherwise designated.
4. This boundary survey was performed by Wilson Miller, Inc., dated rev. 6/27/05 under job# 04975-000-000.

**PARK LAKE AT PARSONS,
A CONDOMINIUM
A PORTION OF SECTION 26, TOWNSHIP 29 SOUTH, RANGE 20 EAST,
HILLSBOROUGH COUNTY, FLORIDA**

CONDOMINIUM BOOK _____ PAGE _____

SHEET 31 OF 31



REVERSED STYLE "B/L" FLOOR PLAN

REVERSED STYLE "B/L" SECOND FLOOR PLAN

REVERSED STYLE "B/L" LOCATIONS

BUILDING NO.	UNIT NO.
01	01 & 03
09	01 & 03

FLOOR PLANS



Wilson Miller, Inc.
Planners • Engineers • Ecologists • Surveyors • Landscape Architects • Transportation Consultants
Head Office: Fort Myers • Sarasota • Bradenton • Tampa • Tallahassee
8887 Professional Plaza • Suite 207 • Fort Myers, FL 33907
Phone 941-907-8000 • Fax 941-907-8010 • Web Site www.wilsonmiller.com
Wilson Miller, Inc. - FL Lic # LC-0000170

THIS IS NOT A
EXHIBIT C
(Articles of Incorporation)
CERTIFIED COPY

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CERTIFIED COPY

State of Florida



Department of State

I certify from the records of this office that PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on January 5, 2006.

The document number of this corporation is N06000000157.

I further certify that said corporation has paid all fees due this office through December 31, 2006, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 806A00001096-010606-N06000000157-1/1, noted below.

Authentication Code: 806A00001096-010606-N06000000157-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Sixth day of January, 2006



Sue M. Cobb
Sue M. Cobb
Secretary of State

THIS IS NOT A
CERTIFIED COPY

State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC., a Florida corporation, filed on January 5, 2006, as shown by the records of this office.

I further certify the document was electronically received under FAX audit number E06000003004. This certificate is issued in accordance with section 15.16, Florida Statutes, and authenticated by the code noted below.

The document number of this corporation is N06000000157.

Authentication Code: 806A00001096-010606-N06000000157-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Sixth day of January, 2006



Sue M. Cobb
Sue M. Cobb
Secretary of State

THIS IS NOT A
CERTIFIED COPY



January 6, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC.
208 LAKE PARSONS GREEN
BRANDON, FL 33511

The Articles of Incorporation for PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC. were filed on January 5, 2006, and assigned document number N06000000157. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H06000003004.

A corporation annual report/uniform business report will be due this office between January 1 and May 1 of the year following the calendar year of the file/effective date year. A Federal Employer Identification (FEI) number will be required before this report can be filed. Please apply NOW with the Internal Revenue Service by calling 1-800-829-3676 and requesting form SS-4 or by going to their website at www.irs.ustreas.gov.

Please be aware if the corporate address changes, it is the responsibility of the corporation to notify this office.

Should you have questions regarding corporations, please contact this office at the address given below.

Doris Brown
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 806A00001096

P.O BOX 6327 - Tallahassee, Florida 32314

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ARTICLES OF INCORPORATION
OF
PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC.
(A Corporation Not for Profit)

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida as a corporation not for profit, and hereby adopt the following Articles of Incorporation:

ARTICLE I - NAME AND REGISTERED OFFICE OF THE CORPORATION

The name of this corporation, hereinafter called the "Association", shall be PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC. Its principal place of business shall be at 208 Lake Parsons Green, Brandon, Florida 33511. Its registered office shall be 100 North Tampa Street, Suite 2700, Tampa, Florida 33602. The Board of Directors may from time to time move the principal office of the Association to any other address in the State of Florida.

ARTICLE II - PURPOSE AND POWERS

Section 1. The purpose for which this Association is organized is to act as a governing "Association" within the meaning of the Condominium Act (Chapter 718, Florida Statutes) for Park Lake at Parsons, a Condominium (the "Condominium"), located in Hillsborough County, Florida.

Section 2. The Association shall have all of the rights, powers, duties and functions of a governing association as set forth in the Condominium Act now or hereafter in effect, these Articles, and all powers and duties reasonably necessary to administer, govern, and maintain the Condominium pursuant to the Declaration of Condominium as it may be amended from time to time, including but not limited to the following:

(a) To make and collect assessments against members of the Association for the purpose of defraying the charges and expenses of the Condominium and of all other properties the Association shall hold, by whatever means, and operation of the Association. Assessments paid by Unit owners shall be held in trust by the Association and used solely to pay: (1) the cost of repair of the Condominium property and other costs related thereto, and (2) the cost of administration of the affairs of the Association, including payment of applicable taxes and the preservation of the Association's existence, to the extent properly allocable to the performance of the Association's duties under the Declaration of Condominium (all thereof, in the event that the Association undertakes no other activities), and (3) to pay all other common expenses as described in the Declaration of Condominium. To the extent not expended in the year in which paid, assessments shall continue to be held in trust by the Association for the benefit of the members to be expended solely for the aforesaid purposes or, upon any termination of the

Condominium, the unexpended portion shall be added to the common surplus for disbursement to the members or for maintenance reserves, at the discretion of the Board of Directors.

- (b) To use the proceeds of assessments in the exercise of its powers and duties.
- (c) To maintain, repair, replace and operate all Condominium property.
- (d) To purchase insurance upon Condominium property and all properties the Association shall hold and insurance for the protection of the Association and its members.
- (e) To improve the Condominium property further and, after casualty, to reconstruct improvements.
- (f) To approve or disapprove the transfer, by sale, rental, gift, devise, bequest, succession, or otherwise, and the ownership and encumbrance of Condominium units as may be provided by the Declaration of Condominium and by the Bylaws of the Association.
- (g) To enforce by legal means the provisions of the Declaration of Condominium, these Articles, the Bylaws of the Association and the rules and regulations for the use of the property of the Condominium.
- (h) To contract for the maintenance, repair, replacement and operation of any and all of the Condominium properties and to delegate to a management contractor or contractors all powers and duties of this Association.
- (i) To purchase, lease, receive by gift, or otherwise acquire possessory or use interests in real and personal property, whether or not contiguous to the lands of the Condominium, intended to provide for the enjoyment, recreation or other use or benefit of the members of the Association.
- (j) To contract for the management, operation and upkeep of any and all property held or controlled by the Association.
- (k) To encumber, mortgage, lease, convey or grant other possessory or use interests in any and all property which the Association may acquire or control, including, but not limited to, any recreational facilities.
- (l) To enter into contracts or agreements for the maintenance of accounting and bookkeeping records and for the use of data processing facilities or services, so as to carry out the Association's responsibilities and to comply with the requirements of the law of the State of Florida with regard to maintenance of records.
- (m) To select depositories for the Association funds.
- (n) To enter into such other contracts or agreements reasonably necessary or convenient for the proper exercise of the rights, powers, duties and functions of the Association.

(o) To employ all personnel reasonably necessary to perform the services required for proper exercise of the rights, powers, duties and functions of the Association.

(p) To exercise any and all common law and statutory powers, although not specifically recited above, of a corporation not for profit, and of an association within the meaning of the Condominium Act, reasonably necessary or convenient to carry out and perform the purpose for which the Association is organized and its enumerated powers.

(q) To enact and enforce rules and regulations concerning the use and enjoyment of the Units, the Common Elements and of the property owned by the Association, including but not limited to rules and regulations pertaining to use of the parking facilities (including the designation of certain spaces for the benefit of particular Unit owners).

(r) To operate and maintain the Common Elements.

(s) The Association, when authorized by a vote of two-thirds (2/3) of the total vote of the members of said Association, may purchase and/or acquire and enter into agreements, from time to time, whereby it acquires leaseholds, memberships and other possessory or use interests in lands or facilities, including but not limited to country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Community intended to provide for the enjoyment, recreation and other use or benefit of the Unit Owners. The expense of ownership, rental fees, operations, replacements and other undertakings in connection therewith shall be Common Expenses, together with all other expenses and costs herein or by law defined as Common Expenses.

(t) All powers of the Association conferred by the Declaration and Bylaws are incorporated into these Articles by reference.

Section 3. Any officer or director individually or any firm or corporation of which any officer or director shall be a member, stockholder, officer, director, employee, or agent, may be a party to, or may be pecuniarily or otherwise interested in, any contract or transaction of this Association, provided that the fact that he or such firm or corporation is so interested shall be disclosed or shall have been known to the Board of Directors or a majority thereof, prior to the making thereof. No contract or other transaction between this Association and any other such person, firm, or corporation, and no act of this Association shall in any way be affected or invalidated thereby. Any director of this Association who is also a director or officer of such other corporation or who is so interested may be counted in determining the existence of a quorum at any meeting of the Board of Directors of this Association, which shall authorize any such contract or transaction with like force and effect as if he were not a director or officer of such other corporation or not so interested.

Section 4. Emergency Powers. The following shall apply to the extent not viewed to be in conflict with the Condominium Act:

- a. In anticipation of or during any emergency defined in section (e) below, the Board of Directors of the Association may:

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- (1) Modify lines of succession to accommodate the incapacity of any director, officer, employee or agent of the Association; and
- (2) Relocate the principal office or designate alternative principal offices or authorize the officers to do so.

- b. During any emergency defined in section (e) below:
 - (1) Notice of a meeting of the Board of Directors needs to be given only to those directors whom it is practical to reach and may be given in any practical manner, including by publication and radio:
 - (2) One or more officers of the Association present at a meeting of the Board of Directors may be deemed to be directors for the meeting, in order of rank and within the same rank and order of seniority, as necessary to achieve a quorum; and
 - (3) The director or directors in attendance at a meeting shall constitute a quorum.
- c. Corporate action taken in good faith during an emergency under this section to further the ordinary affairs of the Association:
 - (1) Binds the Association; and
 - (2) May not be used to impose liability on a director, officer, employee or agent of the Association.
- d. An officer, director, or employee of the Association acting in accordance with any emergency by-laws is only liable for willful misconduct.
- e. An emergency exists for purposes of this section if a quorum of the Association's directors cannot readily be assembled because of some catastrophic event.

**ARTICLE III - QUALIFICATION OF MEMBERS
AND THE MANNER OF THEIR ADMISSION**

Section 1. The subscribers constitute the sole members of this Association until the recording of a Declaration of Condominium naming this Association as the association thereunder. Upon the recording of such a Declaration of Condominium, Park Lake at Parsons, LLC, a Delaware limited liability company (the "Developer"), shall own all memberships in the Association. At such time as the purchase price is paid and the deed to a Unit is issued, the Owner thereof shall become a member.

Section 2. Ownership of a Unit shall be a prerequisite to exercising any rights as a member. A Unit may be owned by one or more persons or by a corporation, association, partnership, or trust.

Section 3. Membership shall not be transferable, except as provided herein or in the Declaration of Condominium. The membership of any Unit owner shall terminate upon the termination of the Condominium, or upon transfer of his ownership in the Unit, provided the transfer is accomplished in accordance with all provisions of the Declaration of Condominium. The transferor's membership shall automatically transfer and be vested in the new owner succeeding to the ownership interest in the Unit, subject to a lien thereon for all undischarged assessments, charges, and expenses. The Association may rely on a recorded deed as evidence of transfer of a Unit and thereupon terminate the transferor's membership and recognize the membership of the transferee.

ARTICLE IV - TERM OF EXISTENCE

The Association shall have perpetual existence.

ARTICLE V - NAME AND RESIDENCE OF THE SUBSCRIBER

The name and address of the subscriber to these Articles is as follows:

<u>Name</u>	<u>Address</u>
Thomas M. Little	100 North Tampa Street Suite 2700 Tampa, Florida 33602

ARTICLE VI - OFFICERS

Section 1. The officers of the Association shall consist of a president, one or more vice-presidents, a secretary, a treasurer, and any assistants to such officers as the Board of Directors may deem appropriate from time to time. The same person may hold two offices.

Section 2. The names of the officers who are to serve until the first election are:

<u>Name</u>	<u>Office</u>	<u>Address</u>
Robert S. Gatof	President	2150 Washington Street Newton, Massachusetts 02462
Michael A. Kittredge	Vice President	208 Lake Parsons Green Brandon, FL 33511

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Mark P. Consoli Treasurer 2150 Washington Street
Newton, Massachusetts 02462

Steven P. Rosenthal Secretary 2150 Washington Street
Newton, Massachusetts 02462

Suzanne Abair Assistant Secretary 2150 Washington Street
Newton, Massachusetts 02462

Section 3. Officers of the Association shall be elected at each annual meeting of the Board of Directors and shall hold office at the pleasure of the Board of Directors. Any officer may be removed at any meeting by the affirmative vote of a majority of the members of the Board of Directors either with or without cause, and any vacancy in any office may be filled by the Board of Directors at any meeting thereof.

ARTICLE VII - BOARD OF DIRECTORS

Section 1. The affairs and business of this Association shall be managed and conducted by a Board of Directors consisting of not less than three (3) nor more than seven (7) persons; provided, at all times there may only be an odd number of Directors on the Board.

Section 2. The names and addresses of the initial Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
Robert S. Gatof	2150 Washington Street Newton, Massachusetts 02462
Michael A. Kittredge	208 Lake Parsons Green Brandon, FL 33511
Mark Decker	2150 Washington Street Newton, Massachusetts 02462

Section 3. Election of Directors shall be held at the annual members meeting, except as provided herein to the contrary. At the expiration of the term of each initial director, his successor shall be elected by the members of the Association to serve for a term of one year, subject to Section 7 below. A director shall hold office until his successor has been elected and qualified.

Section 4. The election shall be by written ballot or voting machine and by a plurality of the votes cast, each person voting being entitled to cast his votes for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting.

Notwithstanding the foregoing, the Association may, by the affirmative vote of a majority of the total voting interests, provide for different voting and election procedures. The different voting and election procedures may provide for elections to be conducted by limited or general proxy.

Section 5. Directors may be removed with or without cause and replaced as follows:

- a. Except as to vacancies resulting from removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors, provided that all vacancies in directorships to which the directors were appointed by the Developer pursuant to the provisions of Article VII, Section 7, hereof shall be filled by the Developer without the necessity of any meeting.
- b. Any director elected by the members (other than the Developer) may be removed from office with or without cause by the vote or agreement in writing by a majority of all the voting interest. A special meeting of the Unit Owners to recall a member or members of the Board may be called by ten percent (10%) of the voting interest giving notice of the meeting as required for a meeting of the Unit Owners, and the notice shall state the purpose of the meeting.
 - (1) If the recall is approved by a majority of all voting interests at a meeting, the recall will be effective as provided herein. The Board shall duly notice and hold a Board meeting within five (5) full business days of the adjournment of the Unit Owner meeting to recall one or more Board members. At the meeting, the Board shall either certify the recall, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or shall proceed as set forth in Subsection (iii) below.
 - (2) If the proposed recall is by an agreement in writing by a majority of all voting interest, the agreement in writing or a copy thereof shall be served on the Association by certified mail or by personal service in the manner authorized by Chapter 48 and the Florida Rules of Civil Procedure. The Board shall duly notice and hold a meeting of the Board within five (5) full business days after receipt of the agreement in writing. At the meeting, the Board shall either certify the written agreement to recall a member or members of the Board, in which case such member or members shall be recalled effective immediately and shall turn over to the Board within five (5) full business days any and all records and property of the Association in their possession or proceed as described in Subsection (iii) below.

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- (3) If the Board determines not to certify the written agreement to recall a member or members of the Board, or does not certify the recall by a vote at a meeting, the Board shall, within five (5) full business days after the meeting, file with the Division a petition for arbitration pursuant to the procedures set forth in Article X of the Bylaws. For purposes of this section the Unit Owners who voted at the meeting or who executed the agreement in writing shall constitute one party in the petition for arbitration. If the arbitrator certifies the recall as to any member or members of the Board meeting, the recall will be effective upon mailing of the final order of arbitration to the Association. If the Association fails to comply with the order of the arbitrator, the Division may take action pursuant to Section 718.501, Florida Statutes. Any member or members still recalled shall deliver to the Board any and all records of the Association in their possession within five (5) full business days of the effective date of the recall.
- (4) If a vacancy occurs on the Board as a result of a recall and less than a majority of the Board members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining directors, notwithstanding any provision to the contrary contained in this subsection. If vacancies occur on the Board as a result of a recall and a majority or more of the Board members are removed, the vacancies shall be filled in accordance with the procedural rules adopted by the Division.
- (5) If the Board fails to duly notice and hold a Board meeting within five (5) full business days of service of an agreement in writing or within five (5) full business days of the adjournment of the Unit Owner recall meeting, the recall shall be deemed effective, and the Board members so recalled shall immediately turn over to the Board any and all records and property of the Association.
- c. Anything to the contrary herein notwithstanding, until a majority of the Directors are elected by the members other than the Developer of the Condominium, neither the first Directors of the Association, nor any directors replacing them, nor any Directors named by the Developer, shall be subject to removal by members other than the Developer. The first Directors and the Directors replacing them may be removed and replaced by the Developer without the necessity of any meeting.
- d. If a vacancy on the Board of Directors results in the inability to obtain a quorum of directors in accordance with these Bylaws, any Owner may apply to the Circuit Court within the jurisdiction where the Condominium lies for the appointment of a receiver to manage the affairs of the Association. At least thirty (30) days prior to applying to the Circuit Court, the Unit Owner shall mail to the Association and post in a

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conspicuous place on the Condominium Property a notice describing the intended action and giving the Association an opportunity to fill the vacancies in accordance with these Bylaws. If, during such time, the Association fails to fill the vacancies, the Unit Owner may proceed with the petition. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs and attorneys' fees. The receiver shall have all powers and duties of a duly constituted Board of Directors, and shall serve until the Association fills the vacancies on the Board of Directors sufficient to constitute a quorum in accordance with these Bylaws.

Section 6. Meetings of the Board of Directors at which a quorum of the members is present shall be open to all Association members. Any Association member may tape record or videotape meetings of the Board of Directors subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Board of Directors may adopt reasonable rules governing the frequency, duration, and manner of Unit owner statements. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium property at least 48 continuous hours preceding the meeting, except in an emergency. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding Unit use will be proposed, discussed, or approved, shall be mailed or delivered to Association members and posted conspicuously on the Condominium property not less than fourteen (14) days prior to the meeting. Evidence of compliance with those 14-day notice requirement shall be made by an affidavit executed by the secretary and filed among the official records of the Association. Upon notice to the Association members, the board shall by duly adopted rule designate a specific location on the Condominium property upon which all notices of board meetings shall be posted. Notice of any meeting in which regular assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments. Meetings of a committee to take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are subject to the provisions of this paragraph. Meetings of a committee that does not take final action on behalf of the Board or make recommendations to the Board regarding the Association budget are not subject to the provisions of this paragraph.

Section 7. Proviso. Notwithstanding anything to the contrary contained in Article VII or otherwise, the Board of Directors shall consist of three directors during the period that the Developer is entitled to appoint a majority of the directors, as hereinafter provided. The Developer shall have the right to appoint all of the members of the Board of Directors until the Unit Owners other than the Developer own fifteen (15%) percent or more of the Units that will be operated ultimately by the Association. When the Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the members of the Board of Directors. Upon the election of such director(s), the Developer shall forward to the Division of Florida Land Sales and Condominiums the name and mailing

address of the director(s) elected. The Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board of Directors:

- a. three years after fifty (50%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- b. three months after ninety (90%) percent of the Units that will be operated ultimately by the Association have been conveyed to purchasers;
- c. when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;
- d. when some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or
- e. seven (7) years after the recordation of the Declaration of Condominium,

whichever occurs first. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board of Directors as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association.

The Developer can turn over control of the Association to the Unit Owners other than the Developer prior to such dates in its sole discretion by causing all of its appointed directors to resign, whereupon it shall be the affirmative obligation of the Unit Owners other than the Developer to elect directors and assume control of the Association. Provided at least sixty (60) days' notice of the Developer's decision to cause its appointees to resign is given to the Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if the Unit Owners other than the Developer refuse or fail to assume control.

ARTICLE VIII - INDEMNIFICATION OF OFFICERS AND DIRECTORS

All officers and directors shall be indemnified by the Association against all expenses and liabilities, including counsel fees (including fees for appellate proceedings), reasonably incurred in connection with any proceeding or settlement thereof in which they may become involved by reason of holding such office, other than proceedings or claims resulting from willful misconduct or bad faith. The Association may purchase and maintain insurance on behalf of all officers and directors against any liability asserted against them or incurred by them in their capacity as officers or directors or arising out of their status as such.

ARTICLE IX - BYLAWS

The Bylaws of the Association are to be made or approved by the Board of Directors initially and thereafter may be amended, altered, modified, or rescinded by the action or approval of the members of the Association, except that any such change of the Bylaws shall not affect the rights or interests of the Developer, or its successors or assigns, without the written consent of the Developer. Amendment of the Bylaws shall also be subject to the written consent of mortgagees of the Condominium property or Condominium Units in accordance with the provisions of the Declaration of Condominium. The manner of altering, modifying, amending or rescinding the Bylaws shall be provided for in the Bylaws.

ARTICLE X - AMENDMENTS TO THESE ARTICLES

Section 1. Amendments to these Articles of Incorporation shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A majority vote of the voting interests cast at a duly called meeting shall be necessary to amend the Articles of Incorporation.

Section 2. No amendment shall make any change in the qualifications for membership without approval in writing of all members. Such an amendment shall also be subject to the written consent of all record holders of mortgages upon any Condominium property or upon property held by the Association in accordance with the provisions of the Declaration of Condominium. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium, or which in any way would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer under these Articles, the Bylaws or the Declaration.

ARTICLE XI - VOTING

Section 1. Each Condominium Unit shall be entitled to one vote at the Association meetings, notwithstanding that the same owner may own more than one Unit or that Units may be joined together and occupied by one owner. In the event of a joint ownership of a Condominium Unit, the vote to which that Unit is entitled may be exercised by one of such joint owners by agreement of the remainder of the joint owners and in accordance with the terms of the Declaration of Condominium; however, no split voting shall be permitted.

Section 2. Votes may be cast either in person or by proxy as specifically provided herein. Limited proxies shall be used for votes taken to waive or reduce reserves in accordance with Section 718.112(2)(f)2, Florida Statutes; for votes taken to waive financial statement requirements as provided by Section 718.111(13), Florida Statutes; for votes taken to amend the Declaration of Condominium pursuant to Section 718.110, Florida Statutes; for votes taken to amend these Articles of Incorporation or the Bylaws of the Association pursuant to Section 718.112, Florida Statutes; and for any other matter for which the Condominium Act requires or permits a vote of the Unit owners. General proxies may be used for other matters for which

limited proxies are not required and may also be used in voting for non-substantive changes to items for which a limited proxy is required and given. Notwithstanding the foregoing, no proxy, limited or general, shall be used in the election of the members of the Board of Directors. General proxies may be used for other matters for which limited proxies are not required and may also be used in voting for nonsubstantive changes to items for which a limited proxy is required and given. Any proxy given shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings thereof. In no event shall any proxy be valid for a period longer than 90 days after the date of the first meeting for which it was given. Every proxy is revocable at any time at the pleasure of the Association member executing it.

ARTICLE XII - ADDITIONAL PROVISIONS

Section 1. No officer, director or member shall be personally liable for any debt or other obligation of the Association, except as provided in the Declaration of Condominium.

Section 2. The Association shall not be operated for profit. No dividend shall be paid, and no part of the income of the Association shall be distributed to its members, directors, or officers.

Section 3. Where the context of these Articles permits, the use of the plural shall include the singular and the singular shall include the plural, and the use of any gender shall be deemed to include all genders.

ARTICLE XIII - SEVERABILITY

Should any paragraph, sentence, phrase, portion or provision of these articles or of the Bylaws or rules and regulations be held invalid, it shall not affect the validity of the remaining instruments.

ARTICLE XIV - SURFACE WATER MANAGEMENT SYSTEM

It is the intention that the Association shall have perpetual existence; however, if the Association elects to dissolve, it will only do so after the maintenance of the property consisting of the surface water management system has become the responsibility of an appropriate agency of local government, and if not accepted, then when the surface water management system has been dedicated to a similar nonprofit corporation.

ARTICLE XV - APPOINTMENT OF REGISTERED AGENT FOR SERVICE OF PROCESS

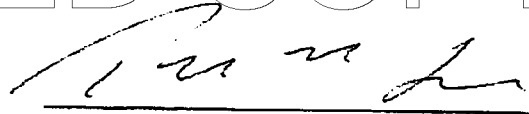
Pursuant to Section 48.091, Florida Statutes, THOMAS M. LITTLE, whose address is 100 North Tampa Street, Suite 2700, Tampa, Florida 33602, is appointed registered agent for service of process upon the Association.

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IN WITNESS WHEREOF, the subscribing incorporator has executed these Articles of Incorporation on this 5th day of January, 2006.

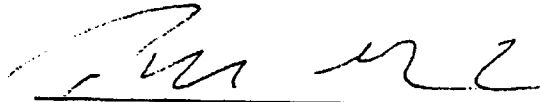
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THOMAS M. LITTLE, Incorporator

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been designated as agent for service of process within the State of Florida upon Park Lake at Parsons Condominium Association, Inc., at the place designed in Article XV of the foregoing Articles of Incorporation, does hereby accept the appointment as registered agent for the Corporation.



THOMAS M. LITTLE, Registered Agent

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EXHIBIT D
(Bylaws)
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BYLAWS
OF
CERTIFIED COPY
PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC.

(A Corporation Not-For-Profit)

**ARTICLE I
GENERAL**

Section 1. The address and term of existence of PARK LAKE AT PARSONS CONDOMINIUM ASSOCIATION, INC. (the "Association") shall be as set forth in the Articles of Incorporation.

Section 2. The Association shall have the rights, powers, duties and functions as set forth in the Articles of Incorporation.

Section 3. The members of the Association, their qualifications and voting rights and the manner of transferring membership shall be as set forth in the Articles of Incorporation.

**ARTICLE II
MEETINGS**

Section 1. All annual and special meetings of the Association shall be held in Hillsborough County, Florida, or at such other place as may be permitted by law and from time to time fixed by the Board of Directors and designated in the notices of meetings.

Section 2. Annual meetings of the members of the Association shall be held upon a date appointed by the Board of Directors, which shall fall between the 1st day of October and the 31st day of December of each and every calendar year subsequent to incorporation. The meetings shall be held at such time as the Directors shall appoint from time to time. Notice of the meeting, which shall include an agenda, shall be sent by mail or hand delivered to each member at least fourteen (14) days prior to the annual meeting. In addition to such written notice, the secretary shall conspicuously post notice of the annual meeting at least fourteen (14) continuous days prior thereto on the property of Park Lake at Parsons, a Condominium (the "Condominium"), at a specific location designated by a rule duly adopted by the Board of Directors upon which shall be posted notice of all meetings of members of the Association. An officer of the Association or the manager or other person providing notice of the Association meeting shall provide an affidavit or United States Postal Service Certificate of Mailing to be included in the official records of the Association affirming that the notice was mailed or hand delivered to each member at the address last furnished to the Association.

Section 3. Special meetings of the members, for any purpose or purposes, whether or not specifically required by these Bylaws, the Articles of Incorporation, or the Declaration of Condominium, may be called by the President or upon written application to the Board of

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Directors of seventy-five percent (75%) of the members or by a majority of the Directors. A special meeting of the members to recall a member or members of the Board of Directors may be called by ten percent (10%) of the members. Such special meeting of the members shall be set within thirty (30) days after such written application upon not less than ten (10) days' written notice to each of the members. In addition to such written notice, the secretary shall conspicuously post continuous notice of the special meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above.

Section 4. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the Association a meeting notice and copies of the agenda and the proposed annual budget of common expenses to the members at least fourteen (14) days prior to the meeting of the Unit Owners or the Board of Administration at which the budget will be considered. Evidence of compliance with this fourteen (14) day notice requirements must be made by an affidavit executed by an officer of the Association or the manager or other person providing notice of the meeting, and filed among the official records of the Association. In addition to such written notice, the secretary shall conspicuously post continuous notice of the meeting at least fourteen (14) days prior thereto at the specific location as provided in Section 2 above. The meeting to consider the budget must be open to the members. The budget may be adopted by the Board of Directors. Notwithstanding the foregoing, if an adopted budget requires assessments against the members in any fiscal year or calendar year which exceeds 115 percent of the assessments for the preceding year, within twenty-one (21) days after adoption of the annual budget and upon written application to the Board of Directors of ten percent (10%) of the members, the President shall call a special meeting of the members within sixty (60) days after adoption of the annual budget. Notice of the special meeting shall be hand delivered or mailed to each member at least fourteen (14) days prior to said meeting. At the special meeting, members shall consider and enact a budget. If the adoption of the budget by the members is necessary, the adoption of the budget requires a vote of not less than a majority vote of all the voting interests. The Board of Directors may propose a budget to the members at a meeting of members or in writing, and if the budget or proposed budget is approved by the members at the meeting or by a majority of all the voting interests in writing the budget is adopted. If a meeting of the members has been called and a quorum is not attained or a substitute budget is not adopted by the members, the budget adopted by the Board of Directors shall go into effect as scheduled. In determining whether assessments exceed 115 percent of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium Property, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or assessments for betterments to the Condominium Property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Directors, the Board of Directors shall not impose an assessment for any year greater than 115 percent of the prior fiscal or calendar year's assessment without approval of a majority of all the voting interests.

Section 5. No business shall be transacted at any special meeting except as stated in the notice thereof unless by vote of not less than two-thirds (2/3) of the voting interests of those present and voting. Notice shall be given by the Secretary of all special meetings, or if the Secretary shall fail to do so, by the President or Board of Directors, not less than ten (10) days before the date thereof, stating the date, time, and place of the meeting and the purpose or purposes thereof. Notices deposited in the mail, postage prepaid, and addressed to the members'

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last known addresses according to the Association's records, within the prescribed time or, in lieu of mailing, delivered by hand to the members or left at their residences in their absence, shall suffice. In addition to such written notice, the Secretary shall conspicuously post continuous notice of the meeting at least ten (10) days prior thereto at the specific location as provided in Section 2 above. Members may waive such notice and may act by unanimous written agreement without meetings, for any matter not prohibited by Chapter 617 or Chapter 718, Florida Statutes.

Section 6. Persons entitled to at least a majority of the voting interests shall constitute a quorum but members present at any meeting, although less than a quorum, may adjourn the meeting to a future date.

Section 7. When a quorum is present at any meeting, the holders of a majority of the voting interests present in person or represented by written proxy as provided in Article XII, Section 2 of the Articles of Incorporation shall decide any question brought before the meeting, unless the question is one upon which by express provision of the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, or these Bylaws, a different vote is required, in which case the vote prescribed by the Declaration of Condominium, the Articles of Incorporation, these Bylaws or the Condominium Act shall control.

Section 8. The order of business at all meetings shall be as prescribed in the agenda prepared by the Board of Directors and submitted to the members with the notice of each meeting, including but not limited to making the collection of election ballots the first order of business at the meeting.

Section 9. Members shall have a right to participate in meetings of members with reference to all designated agenda items. However, the Association may adopt reasonable rules governing the frequency, duration and manner of member participation.

Section 10. Any member may tape record or videotape a meeting of the members subject to reasonable rules adopted by the Division of Florida Land Sales, Condominiums and Mobile Homes.

ARTICLE III BOARD OF DIRECTORS

Section 1. The number, terms of office, and provisions regarding removal and filling of vacancies of the Board of Directors shall be as set forth in the Articles of Incorporation.

Section 2. The annual meeting of the Board of Directors shall be held immediately following the annual meeting of the members and at the same place.

Section 3. Regular meetings of the Board of Directors may be held at such time and place permitted by law and from time to time as may be determined by the Directors, and special meetings may be called by the President or a majority of the Board of Directors. Notice of regular meetings and special meetings of the Board of Directors shall be given to each Director by telegram or hand delivered or by United States mail sent at least three (3) days prior to the meeting as provided in Section 2 except as otherwise provided herein. The Board of Directors

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may, by resolution duly adopted, establish regular monthly, quarterly, or semi-annual meetings in which event no notice need be sent to the Directors, once, said schedule has been adopted. All meetings of the Board of Directors shall be open to the members of the Association, who shall be given conspicuously posted continuous notice forty-eight (48) hours in advance thereof except in an emergency. Notwithstanding the foregoing, written notice of any meeting at which non-emergency special assessments or at which an amendment to the rules regarding unit use will be proposed, discussed or approved, shall be mailed or delivered to members and conspicuously posted on the condominium property as provided in Article II, Section 2, above, not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14) day notice requirement shall be made by an affidavit executed by the Secretary and filed among the official records of the Association.

Section 4. At all meetings of the Board of Directors, a majority shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority present at any meeting shall be the act of the Board of Directors, except as may be otherwise specifically provided by statute or by the Articles of Incorporation. At any meeting of the Board of Directors at which a quorum is not present, the presiding officer may adjourn the meeting from time to time. Directors may not vote by proxy or by secret ballot at board meetings, except that officers may be elected by secret ballot. A vote or abstention for each Director present shall be recorded in the minutes.

Section 5. The order of business of all meetings of the Board of Directors shall be as prescribed in an agenda furnished each member of the Board of Directors by the President.

Section 6. The Board of Directors shall have and exercise all lawful powers and duties necessary for the proper conduct and administration of the affairs of the Association and for the exercise of its rights, powers, duties and functions. The Board of Directors may do or cause to be done all other lawful acts and things that are not by law, the Declaration of Condominium, these Bylaws or the Articles of Incorporation or otherwise, directed or required to be done or exercised by the members of the Association.

Section 7. The Board of Directors elected by the members shall be elected by written ballot or voting machine. Proxies shall not be used in electing the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation or otherwise, unless otherwise permitted by Chapter 718, Florida Statutes, the Condominium Act. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing so included in another Association mailing or delivery including regularly published newsletters, to each member a first notice of the date of the election. Any member desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda set forth in Article II, Section II hereof, the Association shall mail or deliver a second notice of election to all Unit Owners entitled to vote thereon, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, no larger than 8 1/2 inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing and copying to be borne by the Association. However, the Association shall have no liability for the contents of the information sheets prepared by the candidates. Elections

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shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. No member shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. A member who needs assistance in casting the ballot for the reasons stated in Section 101.051, Florida Statutes, may obtain assistance in casting the ballot. Any member violating this provision may be fined by the Association in accordance with Section 718.303, Florida Statutes. The regular election shall occur on the date of the annual meeting as set forth in Article II, Section 2. Notwithstanding the provisions of this subparagraph, an election and balloting are not required unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board of Directors. With respect to recall and replacement of Board of Director members elected or appointed by Unit Owners other than the Developer, the following provisions shall apply:

(a) Only Units owned by Unit Owners other than the Developer shall be counted to establish a quorum at a meeting to recall and replace a Board of Director member elected by Unit Owners other than the Developer.

(b) The percentage of voting interests required to recall a Board of Director member elected by Unit Owners other than the Developer, is a majority of the total Units owned by Unit Owners other than the Developer.

(c) A Board of Director member who is elected by Unit Owners other than the Developer may be recalled only by Unit Owners other than the Developer at a duly called meeting or by an agreement in writing by a majority of all voting interests.

Only Unit Owners other than the Developer may vote, in person or by limited proxy (subject to (c) above), to fill a vacancy on the Board of Directors previously occupied by a Board of Director member elected by Unit Owners other than the Developer.

ARTICLE IV OFFICERS

Section 1. The officers of the Association, their terms of office, the manner of election, and the method of removal and filling vacancies shall be as set forth in the Articles of Incorporation.

Section 2. The President shall be the chief executive officer of the Association and shall preside at all meetings of the members and the Board of Directors. He or she shall have the general powers and duties usually vested in the office of President, including but not limited to, the power to appoint committees from among the members or Directors from time to time as he or she may deem appropriate to assist in the conduct of the affairs of the Association and to call meetings of the Board of Directors and of the members. He or she shall execute such deeds, contracts, and other instruments, in the name and on behalf of the Association and under its corporate seal, when a seal is required, except when such documents are required or permitted by law to be otherwise executed and except when the signing and execution thereof shall be delegated by the Board of Directors to another officer or agent of the Association.

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Section 3. The Secretary shall attend all meetings of the Board of Directors and all meetings of the members and record all votes and the minutes of all meetings and proceedings, including resolutions, in a minute book to be kept for that purpose, and shall perform like duties for any committee when so required. The Secretary shall have charge of the minute book and such records and papers as the Board of Directors may direct and shall perform all duties incident to the office of Secretary, including the sending of notices of meetings to the members of the Board of Directors and committees, and such other duties as may be prescribed by the Bylaws or by the Board of Directors or the President. He or she shall also have custody of the corporate seal and when authorized by the Board of Directors, affix the same to any instrument requiring it and attest the same when appropriate. He or she shall comply and keep up to date, at the principal office of the Association, a complete list of the members and their last known office addresses, and the names and addresses of any proxy holders or voting trustees. The Secretary shall make the minute books available for inspection by the members and Directors at all reasonable times.

Section 4. The Vice-President or Vice-Presidents shall be vested with all the powers and required to perform all the duties of the President in his or her absence, and such other duties as may be prescribed by the Board of Directors. In the event there is more than one Vice-President, the Board of Directors may prescribe the order in which the Vice-Presidents shall assume control in the absence of the President.

Section 5. The Treasurer shall have responsibility for the Association's funds and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Association and shall deposit all monies, checks, and other valuable effects in the name and to the credit of the Association in such depositories as may from time to time be designated by the Board of Directors. He or she shall disburse the funds of the Association as may from time to time be ordered by the Board of Directors or by the President, shall make proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at the regular meetings of the Board of Directors or whenever they or either of them shall require, an account of his or her transactions as Treasurer of the financial condition of the Association. He or she shall, in addition, keep all books and records of account as may be required by Section 718.111, *Florida Statutes*, and other sections of the Condominium Act or any other applicable law. Within twenty-one (21) days after the final financial report is completed by the Association or received from the third party, but not later than one hundred twenty (120) days after the end of the fiscal year, the Association shall mail to each member at the address last furnished to the Association by the member, or hand deliver to each member, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the member, without charge, upon receipt of a written request from the member.

ARTICLE V
MANNER OF COLLECTING FROM THE
UNIT OWNERS THEIR SHARES OF THE COMMON EXPENSES

Section 1. The Association shall collect from the members their respective shares of the common expenses in accordance with the procedure prescribed in the Declaration of Condominium. Assessments shall be determined, imposed, utilized and enforced as provided for in the Declaration of Condominium. The Board of Directors has the power to and shall from

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time to time fix and determine the amounts necessary to pay all the expenses of the Association and establish reasonable budgets therefor from time to time, all in accordance with the terms of the Declaration of Condominium.

Section 2. Regular assessments shall be paid by the members on a monthly basis, unless the membership shall approve a different period of payment, but in no event shall such payment be less frequent than quarterly.

Section 3. When the Board of Directors has determined the amount of any assessment, the Secretary shall transmit a statement of such assessment to each member. Assessments are payable at the office of the Association or such other place as the Board of Directors determines.

Section 4. Regular and special assessments are necessarily made upon projections and estimates of the Board of Directors, and may be in excess of or less than the sums required to meet the cash requirements of the Association, in which event the Board of Directors may increase or decrease the amount of such an assessment and make such adjustments, in cash or otherwise, as it shall deem proper, including the assessment of each member of his or her proportionate share of any deficiency. Notice of all changes in the assessments shall be given to all members. Assessments are due on the dates stated in the Notice of Assessment, and thereafter may bear interest to the rate established by the Board of Directors which shall not exceed the highest lawfully permissible rate.

Section 5. In the event an assessment is not paid within the time permitted therefore in the Declaration of Condominium, and these Bylaws, the Association, through the Board of Directors, may proceed and enforce said assessments from the delinquent member in any manner provided by the law respecting mortgage liens, the Declaration of Condominium, and these Bylaws. Each member shall be individually responsible for the payment of the assessments against his or her unit, due during his or her ownership and for the payment of attorneys' fees and cost incurred by the Association and the collection of sums due and the enforcement of any lien held by the Association respect therefore.

ARTICLE VI AUTHORITY OF DIRECTORS

Section 1. The Board of Directors may from time to time adopt such uniform administrative rules and regulations governing the details of the operation of the condominium, and restrictions upon and requirements respecting the use and maintenance of the units and of the common elements of the condominium as may be deemed necessary and appropriate from time to time to assure the enjoyment of all members and to prevent unreasonable interference with the use of the units and the common elements, as shall not be inconsistent with the Condominium Act, the Declaration of Condominium, the Articles of Incorporation, and these Bylaws. A copy of such regulations shall be furnished to each member and subsequent purchasers of units upon request.

Section 2. In the event of a violation (except for the non-payment of an assessment) of any of the provisions of the Declaration of Condominium, these Bylaws, the Rules and

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Regulations of the Association or the Articles of Incorporation or of any law, the Association, after reasonable notice to cure of not less than fifteen (15) days, shall have all rights and remedies provided by law (and such remedies shall or may be cumulative with the remedies set forth in the Declaration of Condominium and the Articles of Incorporation) including without limitation the right to sue for damages, the right to injunctive relief, the right to charge any offending member a fine not to exceed \$100.00 for each violation (except for the non-payment of an assessment) or each day of a continuing violation, after following the procedures described below and, in the event of failure to pay assessments, the right to foreclose its lien provided in the Declaration of Condominium. In every such proceeding the member at fault shall be liable for court costs and the Association's attorneys' fees. If the Association elects to enforce its lien for foreclosure the member may be required to pay a reasonable rent for his or her unit during the litigation and the Association shall be entitled to the appointment of a receiver to collect such rent. A suit to collect unpaid assessments may be prosecuted by the Association without waiving the lien securing such unpaid assessments. In the prosecution of any violation (except for the non-payment of an assessment of the provisions of the Declaration of Condominium these Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation), the Association shall give the offending member written notice of the violation and an opportunity for hearing which shall not occur earlier than fifteen (15) days from the sending of the notice of violation. The hearing must be held before a committee of other unit owners. If the committee does not agree with the fine, the fine may not be levied. The notice of violation shall include the following:

- (a) A statement of the date, time and place of the hearing;
- (b) A statement of the provisions of the Declaration of Condominium, the Bylaws, the Rules and Regulations of the Association or the Articles of Incorporation which have been violated; and
- (c) A short and plain statement of the matters asserted by the Association.

Section 3. The party against whom the charge is sought to be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

Section 4. Notwithstanding herein to the contrary, no fine may become a lien against a Unit nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the Unit Owners and if applicable, its licensee or invitee, which hearing must be held before a committee of other Unit Owners.

ARTICLE VII ANNUAL BUDGET

Section 1. The fiscal year of the Association shall begin on the first day of January in each year, provided, however, that the Board is authorized to change to a different fiscal year at such times as the Board of Directors deems it advisable.

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Section 2. The proposed annual budget of common expenses shall be detailed and shall show the amounts budgeted by accounts and expense classifications, including, if applicable, but not limited to, those expenses listed in Section 718.504(21), *Florida Statutes*.

Section 3. In addition to annual operating expenses, the budget shall include reserve accounts for capital expenditures and deferred maintenance which reserve accounts may be waived at a meeting of the unit owners. These accounts shall include, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula which is based upon estimated remaining useful life and estimated replacement cost of each reserve item. The Association may adjust replacement reserve assessments annually to take into account any changes in estimates or extension of the useful life of a reserve item caused by deferred maintenance.

Section 4. If the Association operates and manages more than one condominium, a separate budget shall be adopted for each such condominium, along with a separate budget for the Association and expenses specific to a separate condominium, such as maintenance, repair, replacement of the common elements of said condominium of that separate condominium or shall be provided for in the budget of the specific condominium, rather than the separate budget of the Association, unless the condominiums are consolidated for financial purposes pursuant to Chapter 718, *Florida Statutes*. Further, with regard to the separate budget adopted for each separate condominium, the provision set forth in Article II, Section 4, hereof for calling a special meeting and enacting a budget if an adopted budget requires assessments in excess of 115% of the assessments for the proceeding year, shall apply to each separate budget for each separate condominium, where applicable; and only unit owners of the condominium(s) whose budget is/are being considered at the special meeting called to consider and enact same shall be allowed to vote on the separate budget for their particular condominium.

ARTICLE VIII SEVERABILITY

If any paragraph, sentence, clause, or portion thereof of any provision of these Bylaws shall be held invalid, it shall not affect the validity of the remaining parts thereof.

ARTICLE IX AMENDMENT

Amendments to these Bylaws shall be proposed by a resolution adopted by a two-thirds (2/3) vote of the Board of Directors. The resolution shall then be presented to the membership of the Association. A majority of the voting interest of those members present and voting cast at a duly called meeting shall be necessary to amend the Bylaws.

ARTICLE X ARBITRATION

Any matter of controversy or dispute arising from the operation of the condominium between or among the Developer, members, the Association and their agents and assigns, may be settled by mandatory non-binding arbitration in accordance with the rules provided therefor by

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the American Arbitration Association and the laws of the State of Florida, including, without
limitation, the procedures set forth in § 718.1255, *Florida Statutes*.
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ARTICLE XI
CERTIFICATE OF COMPLIANCE

The Board of Directors may accept a certificate of compliance from a licensed electrical or sprinkler contractor as evidence of compliance of the condominium units to the applicable fire and life safety code.

ARTICLE XII
UNIT OWNER INQUIRIES

When a Unit Owner files a written inquiry by certified mail with the Board of Directors of the Association, the Board of Directors shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board of Directors' response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board of Directors requests advice from the Division, the Board of Directors shall, within 10 days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board of Directors shall, within 60 days after the receipt of the inquiry, provide in writing a substantive response to the inquiry. The failure to provide a substantive response to the inquiry as provided herein precludes the Board of Directors from recovering attorneys' fees and costs in any subsequent litigation, administrative proceeding or arbitration arising out of the inquiry. The Association may through its Board of Directors adopt reasonable rules and regulations regarding the frequency and manner of responding to Unit Owner inquiries, one of which may be the Association is only obligated to respond to one written inquiry per Unit in any given 30-day period. In such a case, any additional inquiry or inquiries must be responded to in the subsequent 30-day period, or periods, as applicable.

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EXHIBIT E

SCHEDULE OF PERCENTAGE SHARES OF OWNERSHIP OF COMMON ELEMENTS AND COMMON SURPLUS AND OF SHARING OF COMMON EXPENSES

Each Unit's percentage interest in the Common Elements and Common Surplus and percentage share of the Common Expenses will be as set forth in Exhibit "E" to the Declaration, same having been computed based upon the total square footage of the Unit in uniform relationship to the total square footage of each other Unit.

<u>Unit Type</u>	<u>Unit Designation</u>	<u>Number of Units</u>	<u>% Share</u>	<u>Extension</u>
Style A	See Below	34	0.00351	11.934
Reverse Style A	See Below	34	0.00351	11.934
Style A2	See Below	14	0.00359	5.026
Reverse Style A2	See Below	14	0.00359	5.026
Style A/DX	See Below	16	0.00429	6.864
Reverse Style A/DX	See Below	16	0.00429	6.864
Style B	See Below	32	0.00480	15.360
Reverse Style B	See Below	32	0.00480	15.360
Style B/DX	See Below	16	0.00534	8.544
Reverse Style B/DX	See Below	16	0.00534	8.544
Style B/L	See Below	4	0.00568	2.272
Reverse Style B/L	See Below	4	0.00568	2.272
TOTALS		232		100.00%

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<u>Unit Type</u>	
Style A	Building No. 03 – Unit No. 03, 04, 11, 12, 15 & 16 Building No. 05 – Unit No. 03, 04, 11, 12, 15 & 16 Building No. 06 – Unit No. 03, 04, 11, 12, 15 & 16 Building No. 07 – Unit No. 03, 04, 11, 12, 15 & 16 Building No. 14 – Unit No. 03, 04, 11, 12, 15 & 16 Building No. 16 – Unit No. 03, 04, 11 & 12
Reverse Style A	Building No. 03 – Unit No. 05, 06, 09, 10, 13 & 14 Building No. 05 – Unit No. 05, 06, 09, 10, 13 & 14 Building No. 06 – Unit No. 05, 06, 09, 10, 13 & 14 Building No. 07 – Unit No. 05, 06, 09, 10, 13 & 14 Building No. 14 – Unit No. 05, 06, 09, 10, 13 & 14 Building No. 16 – Unit No. 05, 06, 13 & 14
Style A2	Building No. 03 – Unit No. 07 & 08 Building No. 05 – Unit No. 07 & 08 Building No. 06 – Unit No. 07 & 08 Building No. 07 – Unit No. 07 & 08 Building No. 14 – Unit No. 07 & 08 Building No. 16 – Unit No. 07, 08, 15 & 16
Reverse Style A2	Building No. 03 – Unit No. 01 & 02 Building No. 05 – Unit No. 01 & 02 Building No. 06 – Unit No. 01 & 02 Building No. 07 – Unit No. 01 & 02 Building No. 14 – Unit No. 01 & 02 Building No. 16 – Unit No. 01, 02, 09 & 10
Style A/DX	Building No. 04 – Unit No. 03, 04, 07, 08, 11, 12, 15 & 16 Building No. 12 – Unit No. 03, 04, 07, 08, 11, 12, 15 & 16
Reverse Style A/DX	Building No. 04 – Unit No. 01, 02, 05, 06, 09, 10, 13 & 14 Building No. 12 – Unit No. 01, 02, 05, 06, 09, 10, 13 & 14

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<u>Unit Type</u>	
Style B	Building No. 02 – Unit No. 03, 04, 07, 08, 11, 12, 15 & 16 Building No. 10 – Unit No. 03, 04, 07, 08, 11, 12, 15 & 16 Building No. 11 – Unit No. 03, 04, 07, 08, 11, 12, 15 & 16 Building No. 15 – Unit No. 03, 04, 07, 08, 11, 12, 15 & 16
Reverse Style B	Building No. 02 – Unit No. 01, 02, 05, 06, 09, 10, 13 & 14 Building No. 10 – Unit No. 01, 02, 05, 06, 09, 10, 13 & 14 Building No. 11 – Unit No. 01, 02, 05, 06, 09, 10, 13 & 14 Building No. 15 – Unit No. 01, 02, 05, 06, 09, 10, 13 & 14
Style B/DX	Building No. 08 – Unit No. 03, 04, 07, 08, 11, 12, 15 & 16 Building No. 13 – Unit No. 03, 04, 07, 08, 11, 12, 15 & 16
Reverse Style B/DX	Building No. 08 – Unit No. 01, 02, 05, 06, 09, 10, 13 & 14 Building No. 13 – Unit No. 01, 02, 05, 06, 09, 10, 13 & 14
Style B/L	Building No. 01 – Unit No. 02 & 04 Building No. 09 – Unit No. 02 & 04
Reverse Style B/L	Building No. 01 – Unit No. 01 & 03 Building No. 09 – Unit No. 01 & 03

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EXHIBIT F
DEVELOPER GUARANTEE
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Unit Type	Monthly Amount including Reserves (Period beginning upon recording the Declaration through remainder of the first fiscal year)	Monthly Amount including Reserves (the period for the 2nd fiscal year)	Monthly Amount including Reserves (for the period from the 1st day of the 3rd fiscal year, through end of guarantee period)
Style A	\$199.16	\$208.19	\$217.66
Reverse Style A	\$199.16	\$208.19	\$217.66
Style A2	\$203.70	\$212.93	\$222.62
Reverse Style A2	\$203.70	\$212.93	\$222.62
Style A/DX	\$243.42	\$254.44	\$266.02
Reverse Style A/DX	\$243.42	\$254.44	\$266.02
Style B	\$272.36	\$284.70	\$297.65
Reverse Style B	\$272.36	\$284.70	\$297.65
Style B/DX	\$303.00	\$316.73	\$331.14
Reverse Style B/DX	\$303.00	\$316.73	\$331.14
Style B/L	\$322.29	\$336.88	\$352.21
Reverse Style B/L	\$322.29	\$336.88	\$352.21