

**CHATEAUX DU LAC DECLARATION
OF CONDOMINIUM**

DECLARATION OF CONDOMINIUM made as of the 4th day of August, 1972 (the Declaration) by CHATEAUX DU LAC APARTMENTS OF WINTER PARK, INC., a Florida corporation having an address at 1500 Gay Road, Winter Park, Florida 32789 (the Developer) , for and on behalf of the Developer, its successors, assigns, and its grantees, and their respective heirs, legal representatives, successors and assigns.

The Developer hereby declares as follows:

1. Purpose. The purpose of this Declaration is to submit the real property hereinafter described and improvements located thereon to the condominium form of ownership and use in the manner provided by Chapter 711, Florida Statutes, and amendments thereto, hereinafter called the Condominium Act.
2. Name and Address. The name of the Condominium is Chateaux du Lac, a condominium, having an address at 1500 Gay Road, Winter Park, Florida.
3. Real Property. The real property owned by the Developer, is submitted by this Declaration to the condominium form of ownership, which real property is more particularly described on Exhibit A attached hereto and hereinafter referred to as the Real Property.
4. Certain Definitions. The terms used in this Declaration and all exhibits attached hereto, unless the context otherwise specifies or requires, shall have the meanings stated in the Condominium Act and as follows:
 - a. "Approved Mortgagee" means a commercial bank, savings bank, life insurance company, private or public pension fund or savings and loan association.
 - b. "Articles of Incorporation" means the Articles of Incorporation attached hereto as Exhibit C and any filed amendments thereto of the Association.
 - c. "Assessment" or "Assessments" means the cost of maintenance, repair and management of the Condominium Property which is to be paid by he Unit Owner or Unit Owners and includes but is not limited to amounts necessary to meet Common Expenses.
 - d. "Association" means Chateaux du Lac Condominium Association, Inc., a Florida corporation not for profit, and its successors.
 - e. "Association Certificate" means a certificate of the Association in recordable form signed by the President or Vice President and Secretary of the Association.

STAMPED: This instrument prepared by:
Robert W. Wilson, of AKERMAN, SENTERFITT, EIDSON & WHARTON
17th Floor, CNA Building, Orlando., Florida 32802

- f. "Board of Directors" means the duly qualified Board of Directors of the Association.
- g. "Building and Improvements" means the structures and improvements located on the Condominium Property and built substantially in accordance with the Plans and Specifications.
- h. "Bylaws" means the Bylaws attached hereto as Exhibit D and adopted by the Association and any duly adopted amendments thereto.
- i. "Common Elements" means those portions of the Condominium Property not included within the Units, including personal property required for the enjoyment, maintenance and operation of the Condominium.
- j. "Common Expenses" means (i) expenses of administration, maintenance, operation, insurance, repair and betterment of the Common Elements and Limited Common Elements, including those portions of Units to be maintained and repaired by the Association, and all other costs and expenses required to fulfill the duties of the Association, (ii) all expenses declared to be Common Expenses by this Declaration and the Bylaws of the Association and (iii) any valid charge imposed against the entire Condominium Property.
- k. "Common Surplus" means all receipts of the Association, including but not limited to assessments, rents, profits and revenues, in excess of the aggregate amount of Common Expenses.
- l. "Condominium Documents" means this Declaration, all exhibits attached hereto and the survey and plot plan of the Condominium, designated as Exhibit B and recorded in the Public Records of Orange County, Florida, as the same from time to time may be amended.
- m. "Condominium Parcel" and "Condominium Property" shall have the meanings set forth in the Condominium Act.
- n. "Insurance Trustee" means the Association.
- o. "Licensed Architect" means an Architect licensed to practice in the State of Florida.
- p. "Limited Common Elements" means those portions of the Condominium Property which are designated as such on the survey and plat plan of the Condominium, designated as Exhibit B and recorded in the Public Records of Orange County, Florida, and labeled "Limited Common Elements", and which have the further meaning as set forth in the Condominium Act.
- q. "Plans and Specifications" means the Plans and Specifications for the Buildings and Improvements prepared by Harry A. MacEwen, Architect.
- r. "Rules and Regulations" means the Rules and Regulations and any amendments thereto which have been duly adopted by the Association relating to the use of the Condominium Property.
- s. "Unit" means unit as defined by the Condominium Act and sometimes referred to as an apartment.
- t. "Unit Owner" means the Person, persons, or legal entity holding title in fee simple to a Unit.
- u. "Utility Services" means but is not limited to electric power, gas, water, air conditioning and garbage and sewage disposal.

5. Survey and Plot Plan of Condominium. A survey and plot plan, entitled Exhibit B, of the Real Property and showing the improvements and Buildings constructed thereon is recorded in Condominium Exhibit Book _____, Pages _____ through, inclusive, Public Records of Orange County, Florida. Each of the Units is a residential apartment as designated and shown on Exhibit B.

6. Changes in Units.

a. Alteration of Units. The interior plan of a Unit may be changed by the owner thereof, and the boundaries between Units may be changed by the owners of the Units affected subject to the consent of the mortgagee or mortgages thereof, if any. Units may not be subdivided nor shall changes in boundaries of Units encroach upon Common Elements or Limited Common Elements. Changed boundary walls must be equal in quality of design and construction to existing boundary walls. Any changes in the boundaries of Units shall be effected in accordance with plans prepared by a Licensed Architect, which plans shall be first filed with and approved by the Association. Any change which is made within a Unit or in its boundaries shall also observe the requirements of the section concerning Maintenance, Alteration and Improvement.

b. Required Amendment of Declaration. An amendment to this Declaration is required where there are changes in boundaries between Units except where adjacent Units affected are owned by the same Unit Owner. Plans of the Units concerned showing the Units after the change in boundaries and prepared by a Licensed Architect shall be attached to said amendment as exhibits, together with the certificate of an architect or engineer as required by the Condominium Act. The amendment shall apportion between the Units concerned, the shares in the Common Elements appurtenant to such Units, the apportionment to be in accordance with the totals of the floor areas of the Units before and after the change in boundaries. The amendment shall be signed and acknowledged by the Unit Owners concerned, and if Developer is not such an owner, the amendment shall be also approved by the Board of Directors and signed and acknowledged by the Association. Said amendment shall also be signed and acknowledged by all lienors and mortgagees of the Units concerned, but it need not be approved or signed by owners of Units not affected by changes in boundaries.

7. Easements. Easements have been reserved through the Condominium Property and are covenants running with Real Property of the Condominium.

a. Utility Easements. Utility easements are reserved as may be required for Utility Services in order to serve the Condominium and Units. Such easements through a Unit have been installed according to the Plans and Specifications or as the Buildings and Improvements have been constructed, unless otherwise approved in writing by the Unit Owner.

b. Unit Owners. Easements are reserved to Unit Owners for (i) pedestrian traffic over, through and across sidewalks paths , walks , entrances to buildings and

stairways , as the same may from time to time exist upon the Common Elements and (ii) vehicular traffic over, through and across such portions of the Common Elements as may be designated and intended for such purpose. In no event, shall such easements give or create in any Unit Owner or any other person the right to obstruct such easements nor shall any Unit Owner or any other person have the right to park automobiles or other vehicles on any portion of the Condominium Property not designated as a parking area.

8. Building and Improvements.

a. Building. The Condominium consists of several two story apartment buildings as more particularly shown and described on Exhibit B and recorded as set forth in paragraph 5 above.

b. Other Improvements. The Condominium includes landscaping, sauna baths, swimming pool, automobile parking space and other facilities and improvements located substantially as shown on the Plans and Specifications.

9. Unit Boundaries. Each Unit shall include such portions of the Building that lies within the boundaries of a Unit, which boundaries are as follows:

a. Upper and Lower Boundaries. The upper and lower boundaries of a Unit shall be the following extended to an intersection with the parametrical boundaries:

(1) Upper boundary shall be the plane of the lowest surface of the unfinished ceiling slab, including the slab over a balcony or patio.

(2) Lower boundary shall be the plane of the lowest surface of the unfinished floor slab, including the floor slab of a balcony or patio.

a. Parametrical Boundaries. The parametrical boundaries of a Unit shall be the following extended to an intersection with the upper and lower boundaries:

(1) Exterior building walls - the intersecting vertical planes adjacent to and which include the exterior of the outside walls of the Building bounding a Unit and fixtures thereon, and when there is attached to the Building a balcony or patio, or other portion of the Building serving only the Unit being bounded, such boundaries shall be the intersecting vertical planes adjacent to and which include all of such structure and fixtures thereon.

(2) Interior building walls - the vertical planes of the centerline of walls bounding a Unit extended to intersections with other perimetrical boundaries with the following exceptions:

(i) Where walls between Units are of varying thickness, or abut a column, the plane of the center line of a bounding wall shall be extended to an intersection with the connecting bounding plane without regard to the plan of the centerline of an intervening column.

(ii) Where walls of different thickness abut so that their centerlines do not intersect, the plane of the centerline of the thinner wall shall be extended into the thicker wall for a distance which is one-half the thickness of the thinner wall, and the boundary shall thence run at a right angle to the plane of the centerline of the thicker wall.

10. Common Elements. The Common Elements include the Real Property and all other parts of the Condominium not within the Units, including but not limited to the corridors, stairways, laundry and trash areas, and automobile parking areas, recreational room, swimming pool and other recreational areas. The Association shall have the power to determine the use to be made of the Common Elements, provided that no such use shall discriminate against a Unit Owner. The Association may establish reasonable charges to be paid to the Association for the use of Common Elements not otherwise inconsistent with the provisions of this Declaration, the Articles of Incorporation or the Bylaws.

11. The Units. There are 104 units, all of which are more particularly described and the right and obligations of their owners established as follows:

a. Apartment Description. There are 84 two bedroom apartments and 20 one bedroom apartments.

b. Apartment Location and Numbers. There are 26 outside entrances to the apartment buildings, which entrances are numbered 1 through 26. Each such entrance and foyer leads to four apartments. The two first floor apartments are designated A and B respectively and the two second floor apartments are designated C and D respectively. Each apartment is thereby identified by its respective entrance number and its respective alphabetical designation.

c. Appurtenances to Apartments. Each Unit Owner shall own an undivided share and certain interests in the Condominium Property which is appurtenant to the Owner's Unit, including but not limited to an undivided share in the Common Elements and in the Common Surplus as indicated below. Each one bedroom apartment shall have a .758% undivided interest and each two bedroom apartment shall have 1.01% undivided interest.

An undivided share of .758% to each one bedroom apartment identified as 1-A, 1-B, 1-C, 1-D, 4-A, 4-B, 4-C, 4-D, 5-A, 5-B, 5-C, 5-D, 6-A, 6-B, 6-C, 6-D, 19-A, 19-B, 19-C and 19-D. A total of 20 such apartments 15.16%

An undivided share of 1.01% to each two bedroom apartment identified as 2-A, 2-B, 2-C, 2-D, 3-A, 3-B, 3-C, 3-D, 7-A, 7-B, 7-C, 7-D, 8-A, 8-B, 8-C, 8-D, 9-A, 9-B, 9-C, 9-D, 10-A, 10-B, 10-C, 10-D, 11-A, 11-B, 11-C, 11-D, 12-A, 12-B, 12-C, 12-D, 13-A, 13-B, 13-C, 13-D, 14-A, 14-B, 14-C, 14-D, 15-A, 15-B, 15-C, 15-D, 16-A, 16-B, 16-C, 16-D, 17-A, 17-B, 17-C, 17-D, 18-A, 18-B, 18-C, 18-D, 20-A, 20-B, 20-C, 20-D, 21-A, 21-B, 21-C, 21-D, 22-A, 22-B, 22-C, 22-D, 23-A, 23-B, 23-C, 23-D, 24-A, 24-B, 24-C, 24-D, 25-A, 25-B, 25-C, 25-D, 26-A, 26-B, 26-C, and 26-D. A total of 84 such apartments 84.84%

100.00%

(i) Automobile Parking Space. The Common Elements include parking areas for automobiles of Unit Owners. The right to use one parking space shall be an appurtenance to each Unit. Parking spaces will not be initially assigned, however, the Board of Directors reserves the right to assign parking spaces to Unit Owners

(ii) Association Membership The membership of each Unit Owner in the Association entitles each Unit Owner to an interest in the assets of the Association.

12. Liability for Common Expenses. Each Unit Owner shall be liable for a proportionate share of the Common Expenses. Such share shall be in the same percentage as the undivided share in Common Elements appurtenant to the Owner's Unit.

13. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and its improvement shall be as follows:

13.1 Units.

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

(1) All boundary walls of a Unit, except interior surfaces, and all portions of a Unit contributing to the support of the Building, which portions to be maintained shall include but not be limited to the outside walls of the Building and all fixtures on its exterior, boundary walls of Units, floor and ceiling slabs, load-bearing columns and load-bearing walls;

(2) Balconies and patios;

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of Utility Services contained in the portions of a Unit maintained within a Unit that service part or parts of the Condominium other than the unit in which they are contained; and

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

b. By the Unit Owner. The responsibility of the Unit Owner shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the owner's Unit except those portions to be maintained, repaired and replaced by the Association. The foregoing obligation of the Unit Owner shall be performed without disturbing the rights of other Unit Owners.

(2) The portions of a Unit to be maintained, repaired and replaced by the Unit Owner at the owner's expense shall include but not be limited to the following items: air handling equipment for space cooling and heating, refrigerator, electric range, dishwasher, disposal and electric water heater; interior fixtures such as electrical and plumbing fixtures; windows, screens, doors, floor coverings except the floor slab and inside paint and other inside wall finishes. Mechanical equipment and the installation of such equipment shall be such that its operation will not cause annoyance to the occupants of other Units.

(3) Not to paint or otherwise decorate, alter or change the appearance of any portion of the exterior of the Building or the balconies or patios adjoining the owner's Unit.

(4) To promptly report to the Association any defect or need for repair and replacement for which the Association is responsible.

c. Alteration and Improvement. Except as elsewhere reserved to Developer, neither a Unit Owner nor the Association shall make any alteration to or remove any portion of a Unit that is to be maintained by the Association, or make any additions to Units, or do anything that would jeopardize the safety or soundness of the Building, or impair any easement, without first obtaining approval in writing of owners of all Units in which such work is to be done and the approval of the Board of Directors. A copy of plans for all such work prepared by a Licensed Architect shall be filed with the Association prior to the start of the work.

13.2 Common Elements.

a. By the Association. The maintenance and operation of the Common Elements shall be the responsibility of the Association and a Common Expense. The Association shall also maintain all areas leased to it for recreational or other purposes whether the same are Units or are contiguous to the Condominium Property or not, or whether Association retains any lease in its own name or subleases undivided percentages to the Unit Owners in the Condominium.

b. Alteration and Improvement. There shall be no alteration nor further improvement of the Common Elements or acquisition of additional Common Elements without prior approval in writing by the record owners of not less than 75% of the Common Elements of the Condominium except as provided by the Bylaws. Any such alteration or improvement shall not interfere with the rights of any Unit Owners without their consent. The cost of such work or acquisition shall not be assessed against an Approved Mortgagee that acquires its title as the result of owning a mortgage upon a Unit unless such Approved Mortgagee shall approve the alteration or improvement or acquisition, whether title is acquired by deed from the mortgagor or through foreclosure proceedings. The share of any cost not so assessed shall be assessed to the other Unit Owners in the shares that their shares in the Common Elements bear to each other. There shall be no change in the shares and rights of a Unit Owner in the Common Elements, nor in the Unit Owner's share of Common Expense, whether or not the Unit Owner contributes to the cost of such alteration, improvement, or acquisition

c. Additional real property acquired by the Association may be added to the Real Property of the Condominium. This shall be accomplished by an amendment to this Declaration that includes the description of the additional real property and submits the same to the Condominium pursuant to the terms of this Declaration. The amendment shall be executed by the Association and adopted by the Unit Owners in the manner elsewhere required.

The amendment when recorded in the Public Records of Orange County, Florida, shall divest the Association of title to the additional real property and shall state that it conveys all interest of the Association to and vests title in the Unit Owners, without naming them and without further conveyance, in the same undivided shares as the undivided shares in the Common Elements appurtenant to the Units owned by them.

d. Additional real property acquired by the Association that is not incorporated into the Condominium by amendment of this Declaration may be sold or mortgaged or otherwise disposed of by the Association after approval in writing by the record owners of not less than 75% of the Common Elements. Approval shall be evidenced by an Association

Certificate stating that the approval was duly given, which shall be delivered to the purchaser or mortgages of such additional real property.

e. Any personal property acquired by the Association may be sold, mortgaged or otherwise disposed of by the Association.

14. Assessments. The making and collection of Assessments from Unit Owners for Common Expenses shall be pursuant to the Bylaws and subject to the following provisions:

14.1 Share of Common Expense. Each Unit Owner shall be liable for a proportionate share of the Common Expenses, and shall share in the Common Surplus, such shares being the same as the undivided share in the Common Elements appurtenant to the apartment owned by the Unit Owner.

14.2 Interest; Application of Payments. Assessments and any installments thereof not paid on or before ten days after the date when due shall bear interest at the rate of 9% per annum, or at such rate of interest as may be set by the Board of Directors from the date when due until paid. All payments on account shall be first applied to interest and then to the Assessment payment first due.

14.3 Lien for Assessments. The lien for unpaid Assessments shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such Assessment or enforcement of such lien.

14.4 Rental Pending Foreclosure. In any foreclosure of a lien for Assessments, the Unit Owner subject to the lien shall be required to pay a reasonable rental for the Unit, and the Association shall be entitled to the appointment of a receiver to collect the same.

15. Operation of the Condominium. The Operation of the Condominium shall be by the Association pursuant to the Articles of Incorporation, the Bylaws and the following provisions:

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

15.2 Restraint Upon Transfer of Assets. The share of Unit Owner in the assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Owner's Unit.

15.3 Approval or Disapproval of Matters. Whenever the decision of a Unit Owner is required on any matter, whether or not the subject of an Association meeting,

such decision shall be expressed by the same person who would cast the vote of such owner if in an Association meeting, unless the joinder of record owners is specifically required by this Declaration.

15.4 Roster of Unit Owners and Mortgagees.

a. Unit Owners. The Association shall maintain a roster of Unit Owners from the evidence of change of ownership furnished to the Association, which roster shall include the mailing addresses of Unit Owners.

b. Mortgagees. Where the Association has been given notice and the necessary information, the Association shall maintain a roster which shall contain the name and address of each owner and holder of a mortgage on a Unit in the Condominium. Such notice shall consist of a certified copy of the recorded instrument evidencing the title of the mortgagee, which term when used in this Declaration shall include any owner and holder of a mortgage. The mortgagee shall be stricken from the roster upon receipt by the Association of a request from the mortgagee or of a certified copy of a recorded release or satisfaction of the mortgage. Notice of such removal shall be given to the mortgagee unless the removal is requested by the mortgagee.

16. Insurance. Insurance (other than title insurance) which shall be carried in the Condominium Property and the property of Unit Owners shall be governed by the following provisions:

16.1 Purchase; Named insured.

a. Purchase. All insurance policies on the Condominium Property shall be purchased by the Association and shall be issued by an insurance company authorized to do business in Florida.

b. Approval. The insurance agency and insurance company shall be subject to approval by the Approved Mortgagee which according to the roster of mortgagees, at the time for approval is the owner and holder of the oldest unsatisfied mortgage on a Unit in the Condominium. Such approval may be obtained by directing to the Approved Mortgagee, having the right of approval, a request in writing for approval or disapproval within ten days after the receipt of the request by the Approved Mortgagee. If response from the mortgagee is not received within such ten-day period, the request shall be deemed to be approved. An approval shall not be unreasonably withheld or denied.

c. Named Insured. The named insured shall be the Association individually and as agent for the Unit Owners without naming them and shall include the mortgagees of Units which are listed in the roster of mortgagees. All policies and endorsements thereto shall be deposited with

the Association as Insurance Trustee and such policies shall provide that payments for losses thereunder by the insurer shall be paid to the Association as Insurance Trustee. Unit Owners may obtain insurance coverage at their own expense for their personal property and for their personal liability and living expense.

d. Copies to Mortgagees. One copy of each insurance policy and of all endorsements thereto shall be furnished by the Association to each mortgagee included in the mortgagee roster. Such copies shall be furnished not less than ten days prior to the beginning of the term of the policy or not less than ten days prior to the expiration of any policy which is being renewed or replaced, whichever date shall first occur.

16.2 Coverage.

a. Casualty. All Buildings and Improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all as may be determined annually by the Board of Directors, subject however to such deductible clauses as are required in order to obtain coverage at reasonable costs. Such coverage shall afford protection against (i) loss or damage by fire and other hazards covered by a standard extended coverage endorsement and (ii) such other risks as from time to time shall be customarily covered with respect to similar buildings and improvements, including, but not limited to, vandalism and malicious mischief.

The policies shall state whether the following items are included within the coverage in order that Unit Owners may insure themselves if the items are not insured by the Association; air handling equipment for space cooling and heating, dishwasher, disposal, refrigerator, electric water heater, electric range and oven, whether or not such items are built-in equipment; interior fixtures such as electrical and plumbing fixtures; floor coverings except the floor slab; and inside paint and other inside wall finishes.

b. Public Liability. Public liability insurance shall be carried in amounts and with coverage as shall be required by the Board of Directors, including, but not limited to, hired automobile and non-owned automobile coverage's, and with cross-liability endorsement to cover liabilities of Unit Owners as a group to a Unit Owner.

c. Workmen's compensation insurance shall be carried to meet the requirements of law and other insurance shall be carried as the Board of Directors shall determine.

16.3 Premiums. Premiums for insurance policies purchases by the Association shall be paid by the Association as a Common Expense, except that the amount of increase in the premium occasioned by use for other than a residence, misuse,

occupancy or abandonment of a Unit or its appurtenances or of the Common Elements by a Unit Owner shall be assessed against such owner. Not less than ten days prior to the date when a premium is due, evidence of such payment shall be furnished by the Association to each mortgagee listed in the roster of mortgagees.

16.4 Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association as Insurance Trustee. The Association shall be liable to payment of premiums, for the renewal or the sufficiency of policies and for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes elsewhere stated in this Declaration and for the benefit of Unit Owners and their mortgagees in the following shares.

a. Unit Owners. An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to Owner's Unit.

b. Mortgagees. In the event a mortgagee endorsement has been issued for a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear, provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

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

a. Expense of the Trust. All expenses of the Association as Insurance Trustee shall be paid by the Association.

b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances being payable jointly to Unit Owners and their mortgagees.

c. Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances being payable jointly to Unit Owners and their mortgagees.

d. Certificate. In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely on an Association Certificate as to the names of the Unit Owners and their respective shares of the distribution.

16.6 Association as Agent. The Association is irrevocably appointed agent, for each Unit Owner and for each owner of a mortgage or other lien on a Unit and for each owner of any other interest in the Condominium Property, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

16.7 Benefit of Mortgagees. Certain provisions in this paragraph 16 are for the benefit of mortgagees of Condominium Parcels, and all of such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

17. Reconstruction or Repair after Casualty; Eminent Domain.

17.1 Determination to Reconstruct or Repair. Whether the Condominium Property damaged by casualty, shall be reconstructed or repaired shall be determined as follows:

a. If units to which 50% or Less of the Common Elements are appurtenant are found by the Board of Directors to be tenantable after casualty, the damaged property shall be reconstructed or repaired.

b. If Units to which more than 50% of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable after casualty, then whether the Condominium Property shall be reconstructed or not shall be determined as follows:

(1) Immediately after the casualty the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

(2) Immediately after receipt of the foregoing estimates, the Association shall give notice to all Unit Owners of the casualty, the extent of the damage, the estimated cost to rebuild or repair, the amount of insurance proceeds and the estimated amount of assessments, if any, required to pay the excess of the cost of reconstruction or repair over the amount of insurance proceeds. Such notice shall call a meeting of Unit Owners to be held within 30 days from the mailing of such notice. If the reconstruction and repair is approved at such meeting by the owners of 75% of the

Common Elements, the damaged property will be reconstructed or repaired. If not so approved, the Condominium shall be terminated without agreement as elsewhere provided.. Such approval may be expressed by vote or in writing filed with the Association at or prior to the meeting. The cost of such determination shall be considered a Common Expense.

c. The Insurance Trustee may rely upon an Association Certificate regarding reconstruction or repair.

17.2 Plans and Specifications. Any reconstruction or repair shall be substantially in accordance with the Plans and Specifications. If the reconstruction or repair is not substantially in accordance with the Plans and Specifications, then any changes thereto shall be approved by the (i) Board of Directors of the Association, (ii) owners of not less than 75% of the Common Elements, (iii) owners of all Units which are to be reconstructed, which approval shall not be unreasonably withheld and (iv) Approved Mortgagees of all Units included in the preceding item (iii)

17.3 Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the Condominium Property.

17.4 Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair for which the Association is responsible, or if at any time during such reconstruction and repair, or upon completion of such reconstruction and repair, the funds for the payment of the costs thereof are insufficient, Assessments shall be made against all Unit Owners in an amount sufficient to provide funds for the payment of such costs. Assessments shall be in proportion to the owners' shares in the Common Elements.

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

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

(1) Association - Lesser Damage. If the amount of the estimated costs of reconstruction and repair by the Association is less than \$10,000.00, the construction fund shall be disbursed in payment of such costs upon the order of the Association as Insurance Trustee, provided, however, such funds shall be disbursed in the manner

hereafter provided for the construction and repair of major damage if the damaged property includes structural parts of the Building, or if requested by an Approved Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.

(2) Association - Major Damage. If the amount of the estimated costs of reconstruction and repair by the Association is more than \$10,000.00, the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors and after approval of a Licensed Architect and employed by the Association to supervise the work.

(3) Unit Owner. The portion of insurance proceeds representing damage for which the responsibility of reconstruction and repair lies with a Unit Owner shall be paid by the Association as Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who may use such proceeds as they may be advised.

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

(5) Mortgagee. When a mortgagee is required by this Declaration to be named as payee, the Insurance Trustee shall also name the mortgagee as payee of any distribution of insurance proceeds to a Unit Owner.

(6) Approval of an architect named by the Association shall be first obtained by the Association before disbursement in payment of costs reconstruction and repair in the following circumstances

(i) When the report describing the loss states that the damage to the Condominium Property includes structural parts of the Building and Improvements.

(ii) Upon request of the Association or request of a mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund.

(iii) When the report of loss made by Association shows that the estimated costs of reconstruction and repair are in excess of \$10,000.00.

17.6 Eminent Domain. The taking of a portion of a Unit or of the Common Elements by eminent domain shall be deemed to be a casualty, and the awards for such taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with the Association as Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association as Insurance Trustee, and in the event of failure to do so, in the discretion of the Board of Directors, a special assessment shall be made against a defaulting Unit Owner in the amount of his award, or the amount of such award shall be set off against the sums hereafter made payable to such Unit Owner. The proceeds of the awards shall be distributed or used in the manner heretofore provided for insurance proceeds except that when the Condominium is not to be terminated and one or more Units are taken in part, the taking shall have the following effects:

a. Unit Reduced But Tenatable. If the taking reduces the size of a Unit and the remaining portion of the Unit may be made tenatable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The Unit shall be made tenatable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the Unit.

(2) The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit included in the mortgagee roster, the remittance being payable jointly to the owner and mortgagees.

(3) If there is a balance of the award distributed to the Unit Owner or mortgagees, the share in the Common Elements appurtenant to the Unit shall be equitably reduced. This shall be done by reducing such share in the proportion by which the floor area of the Unit is reduced by the taking, and then recomputing the shares of all Unit Owners in the Common Elements as percentages of the total of all shares as reduced by the taking.

b. Unit Made Untenatable. If the taking destroys or so reduces the size of a Unit that it cannot be made tenatable, the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be effected in the Condominium:

(1) The market value of such Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit included in the mortgagee roster, remittance being payable jointly to the owner and mortgagees. If the amount of the award exceeds the market value of such a Unit, the balance of the award shall be paid over to the Association.

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

(3) The shares in the Common Elements appurtenant to the Units which continue as a part of the Condominium shall be equitably adjusted to distribute the ownership of the Common Elements among the reduced number of Unit Owners. This shall be done by recomputing the shares of the remaining owners in the Common Elements as percentages of the total of the shares of such owners as they exist prior to the adjustment.

(4) If the amount of the award for the taking is not sufficient to pay the market value of the condemned unit to the owner and to recondition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by assessments against all Unit Owners except the owner of the condemned unit. Such assessments shall be made in proportion to the shares of such owners in the Common Elements after the change effected by the taking.

c. Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and the Association within 30 days after notice by either party, such values shall be determined by arbitration in accordance with the rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. Any judgment or award rendered by the arbitrators may be entered in any court of competent jurisdiction. The cost of arbitration proceedings shall be assessed against all Unit Owners in proportion to the shares of the Owners in the Common Elements as they exist prior to condemnation.

d. Amendment of Declaration. Changes in Units, in the Common Elements and in the ownership of the Common Elements which are effected by

eminent domain shall be evidenced by an amendment to this Declaration which need be approved only by a majority of all of the Board of Directors.

18. Use Restrictions. The use of the Condominium shall be in accordance with the following provisions:

18.1 Units. Each Unit shall be occupied only as a residence by a single family, its servants and guests. No Unit may be divided or subdivided into a smaller unit nor any portion thereof sold or otherwise transferred without first amending this Declaration to show changes in the Units to be affected thereby.

18.2 Common Elements. The Common Elements shall be used only for the purposes for which they are intended and the furnishing of Services and facilities for the enjoyment of Unit Owners.

18.3 Nuisances. No nuisances shall be allowed upon the Condominium Property, nor shall any use or practice which is the source of annoyance to Unit Owners or which interferes with the peaceful possession and proper use of the Condominium Property by Unit Owners. The Condominium Property shall be kept in a clean and sanitary condition, and no fire hazard shall be allowed to exist. No Unit Owner shall permit any use of the Owner's Unit or make any use of the Common Elements which will increase the rate of insurance upon the Condominium Property.

18.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of any Part of the Condominium Property and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance, modification or repair of the Condominium Property shall be the same as the responsibility for maintenance and repair of the property concerned.

18.5 Leasing. Entire Units may be rented, provided the occupancy is only by the lessee, lessee's family, servants or guests. No rooms or parking spaces may be rented, except as an appurtenance to a Unit or to another Unit Owner.

18.6 Signs. No signs shall be displayed from a Unit or from the Condominium Property except those signs as shall have advance written approval by the Developer or the Association.

18.7 Regulations. The Rules and Regulations concerning the use and appearance of the Condominium Property may be amended by the Association in the manner provided by the Articles of Incorporation and Bylaws. Copies of the foregoing shall be furnished by the Association to all Unit Owners and residents of the Condominium on request.

18.8 Developers Use. Until the Developer has closed the sales of all of the Units of the Condominium neither the Unit Owners nor the Association nor the use of the Condominium Property shall interfere with the sale of Units. The Developer may make such use of the unsold Units and Common Elements without charge as may facilitate such sale, including but not limited to maintenance of a sales and administrative office, leases of unsold Units, model apartments, the showing of the Condominium Property and the display of exterior and interior signs.

19. Maintenance of Community interests. In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by any 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:

19.1 Transfer Subject to Approval.

- a. Sale. No Unit Owner may transfer a Unit or any interest therein by sale without approval of the Association except to another Unit Owner.
- b. Gift, Devise or Inheritance. If a Unit Owner shall acquire title by gift, devise or inheritance the continuance of ownership of the Unit shall be subject to the approval of the Association.
- c. Other Transfers. If any Unit Owner shall acquire title by any manner not heretofore considered in the foregoing, the continuance of ownership of the Unit shall be subject to the approval of the Association.

19.2 Approval by Association. The approval of the Association required for the transfer of ownership or interest of a Unit shall be requested as follows:

a. Notice to Association.

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

(2) Gift, Devise, Inheritance or Transfer. A Unit Owner, who has obtained title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice of the acquisition of such title, together with such information concerning the Unit as the Association may reasonably require, and a certified copy of the instrument evidencing the owner's title.

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

(4) Costs. Each owner required to give notice to the Association of a transfer of a Unit shall pay a reasonable fee to the Association in an amount determined by the Rules and Regulations to cover the costs incident to the determination of approval. The fee shall be paid with the giving of notice, and the notice shall not be complete unless the fee is paid. If the notice is not given, the fee shall be assessed against the Unit Owner liable for the payment.

b. Certificate of Approval.

(1) Sale. If the proposed transaction is a sale, then within thirty days after receipt of such notice and information, the Association shall approve or disapprove the proposed sale. If approved, the approval shall be set forth in an Association Certificate. The Association Certificate shall be delivered to the purchaser and shall be recorded at the expense of the purchaser in the Public Records of Orange County, Florida.

(2) Gift, Devise, Inheritance or Other Transfer. If the Unit Owner giving notice has acquired title by gift, devise, or inheritance or in any other manner not approved by the Association, then within thirty days after receipt of such notice and information, the Association shall approve or disapprove the continuance of the ownership of the Unit following such gift, devise, inheritance or other transfer. If approved, the approval shall be set forth in an Association Certificate. The Association Certificate shall be delivered to the Unit Owner and shall be recorded at the expense of the Unit Owner in the Public Records of Orange County, Florida.

c. Approval of Corporate Owner or Purchaser. Inasmuch as the Condominium may be used only for residential purposes and a corporation cannot occupy an apartment for such use if the Unit Owner or purchaser of a Unit is a corporation, the approval of ownership by the corporation may be conditioned upon requiring that all persons occupying the Unit also be approved by the Association.

19.3 Disapproval by the Association. If the Association shall disapprove a transfer of ownership of a Unit, the procedure thereafter shall be as follows:

a. Sale. If the proposed transaction is a sale and if the notice sale given by the Unit Owner shall so demand, then within thirty days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to purchase by a purchaser approved by the Association who shall purchase and to whom the apartment Unit Owner must sell the Unit on the following terms:

(1) At the Option of the purchaser to be stated in the agreement, the price to be paid shall be that stated in the disapproved contract to sell, or shall be the fair market value determined by arbitration in accordance with the rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit.

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

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

(4) An Association Certificate approving the purchaser shall be recorded at the expense of the purchaser in the public records of Orange County, Florida.

(5) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in the agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as above provided, which shall be recorded at the expense of the Unit Owner in the public records of Orange County, Florida.

b. Gifts, Devise, Inheritance or Other Transfers. If the Unit Owner giving notice has acquired title by gift, devise or inheritance, or in any other manner, then within thirty days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall

deliver or mail by certified mail to the Unit Owner an agreement to purchase by a purchaser approved by the Association who shall purchase and to whom the Unit Owner must sell the Unit on the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and purchaser within thirty days from the delivery or mailing of such agreement. In the absence of such agreement, then the fair market value shall be determined by arbitration in accordance with the rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. Any judgment or award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash or upon terms approved by the seller.

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

(4) An Association Certificate approving the purchaser shall be recorded at the expense of the purchaser in the public records of Orange County, Florida.

(5) If the Association shall fail to provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in the agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as above provided, which shall be recorded at the expense of the Unit Owner in the public records of Orange County, Florida.

19.4 Mortgage. A Unit Owner may not mortgage a Unit nor any interest therein without the approval of the Association except to an Approved Mortgagee or to a vendor to secure a portion or all of the purchase price. The approval of any other mortgagee may be upon conditions determined by the Association or approval may be arbitrarily withheld.

19.5 Exceptions. The foregoing provisions of this section 19 shall not apply to a transfer to or purchase by an Approved Mortgagee which acquired title as the result of owning a mortgage on a Unit, whether title is acquired by deed from the mortgagor or through foreclosure proceedings, nor shall such provisions apply to a transfer or sale by an Approved Mortgagee. Neither shall such provisions require the approval of a purchaser who acquired the title to a Unit at a duly advertised public sale with open bidding as provided by law, such as but not limited to

execution sale, foreclosure sale, judicial sale or tax sale.

19.6 Unauthorized Transactions. Any sale or mortgage which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

20. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporations, Bylaws and Rules and Regulations adopted pursuant thereto and any amendments thereto. Failure of a Unit Owner to comply therewith shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act.

20.1 Negligence. A Unit Owner shall be liable for costs and expenses of any maintenance, repair or replacement rendered necessary by said owner's act, neglect or carelessness, or by that of any member of said owner's family, guests, employees, agents or lessees, but only to the extent that such costs and expenses are not met by the proceeds of insurance carried by the Association. A Unit Owner shall pay to the Association the amount of any increase in its insurance premiums occasioned by use, misuse, occupancy or abandonment of a Unit, its appurtenances, or of the Common Elements.

20.2 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, Articles of Incorporation, Bylaws or the Rules and Regulations adopted pursuant thereto, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be awarded by the court.

20.3 No Waiver of Rights. The failure of the Association or any Unit Owner to enforce any covenant, restriction or other provision of the Condominium Act, this Declaration, the Articles of Incorporation, the Bylaws or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

21. Amendments. Except as elsewhere provided, this Declaration may be amended in the following manner:

21.1 Notice. Notice of the subject matter of the proposed amendment shall be included in the notice of meeting at which the proposed amendment is considered.

21.2 Resolution of Adoption. A resolution adopting the proposed amendment may be introduced by the Board of Directors or by the members of the Association. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, providing such approval or disapproval is delivered to the Secretary of the Association at or prior to the meeting. Except as elsewhere provided approval of the amendment must be either by:

- a. Not less than three fourths of all of the Board of Directors and by not less than three fourths of the votes of the entire membership of the Association; or
- b. Not less than eighty percent (80%) of the votes of the entire membership of the Association; or
- c. Until the first election of the Board of Directors, only by all of the Board of Directors, provided the amendment does not increase the number of Units nor alter the boundaries of the Common Elements.

21.3 Proviso. Provided, however, that no amendment shall (i) discriminate against any Unit Owner nor against any Unit or class or group of Units unless the Unit Owners so affected shall consent, (ii) change any Unit nor decrease the share in the Common Elements appurtenant to it, or increase the owner's share of the Common Expenses, unless the record owner of the Unit and all record owners of liens thereon shall join in the execution of the amendment. No amendment shall be valid which changes or modifies Sections 16, 17, 19.5 or this Section 21.3 of this Declaration unless the record owners of all mortgages upon the Condominium shall join in the execution of the amendment.

21.4 Execution and recording. A copy of each amendment shall be attached to an Association Certificate setting forth that the amendment has been duly adopted. The Association Certificate and amendment shall be effective when it and a copy of the amendment are recorded in the public records of Orange County, Florida.

22. Termination. The Condominium may be terminated in the following manner in addition to the manner provided in the Condominium Act:

22.1 Destruction. In the event it is determined in the manner elsewhere provided that the Building and Improvements shall not be reconstructed because of major damage, the Condominium will be thereby terminated without further agreement.

22.2 Agreement. The Condominium may be terminated by the approval in writing of all Unit Owners and by all record owners of mortgages thereon. If the proposed termination is submit to a meeting of the members of the Association, the notice of which meeting sets forth the proposed termination, and if approval of the owners of not less than three fourths of the Common Elements and of three fourths of the record owners of all mortgages on the Units are obtained in writing not later than thirty days from the date of such meeting, then the owners approving termination shall have an option to buy all Units of the other owners for a period ending on the sixtieth day from the date of such meeting. Such approvals shall be irrevocable until the expiration of the option, and if the Option is exercised, the approval shall be irrevocable. Such option shall be upon the following terms:

a. Exercise of Option. The Option shall be exercised by delivery or sending by registered mail to each of the record owners of the Units to be purchased the following instruments:

(1) An Association Certificate certifying that the option to purchase Units owned by persons not approving termination has been exercised as to all of such Units. The Association Certificate shall state the names of the Unit Owners exercising the option, the Units owned by each and the Units being purchased by each purchaser.

(2) An agreement to purchase on the terms herein stated signed by the purchaser whereby the purchaser agrees to purchase the unit of the owner receiving the notice.

b. Price. The purchase price for each Unit shall be the fair market value determined by agreement between the seller and purchaser within thirty days from the delivery or mailing of such agreement. In the absence of such agreement, then the fair market value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two real estate appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisal of the Unit. Any judgment or award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

c. Payment. The purchase price shall be paid in cash or terms agreed to by purchaser and seller.

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

e. Termination. The closing of purchase of all the Units subject to such option shall effect a termination of the Condominium without further act except the filing of the Association Certificate hereafter required.

22.3 Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a Association Certificate setting forth the facts effecting the termination, and the termination shall become effective when recorded in the public records of Orange County, Florida.

22.4 Shares of Owners after Termination. After termination of the Condominium, Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares, and their respective mortgagees and lienors shall have mortgages and liens upon the respective undivided shares of the Unit Owners. Such undivided shares of the Unit Owners

shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to termination.

22.5 Amendment. This section 22 cannot be amended without consent of all Unit Owners and all record owners of mortgage on Units.

23. Severability. The invalidity in whole or in part of any covenant, restriction, section, subsection or sentence of this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

CHATEAUX DU LAC APARTMENTS OF
WINTER PARK, INC.

ATTEST:

By _____

STATE OF FLORIDA

COUNTY OF ORANGE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Edward Greaves and Gonda Willey well known to me to be the President and Secretary respectively of CHATEAUX DU LAC APARTMENTS OF WINTER PARK, INC., a Florida corporation, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of August, 1972.

SCANNING NOTE:

See next page for photo scan of this page with signatures and seal.

This comment added during document scan in March 2012

Photo scan of signature page of Chateaux du Lac Declaration of Condominiums:

2260 928

22.5 Amendment. This section 22 cannot be amended without consent of all Unit Owners and all record owners of mortgages on Units.

23. Severability. The invalidity in whole or in part of any covenant, restriction, section, subsection or sentence of this Declaration and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions thereof.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.



ATTEST:

Gonda Willey
Secretary

CHATEAUX DU LAC APARTMENTS OF
WINTER PARK, INC.

By J. Edward Greaves
President

STATE OF FLORIDA)
COUNTY OF ORANGE)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared J. Edward Greaves and Gonda Willey well known to me to be the President and Secretary respectively of CHATEAUX DU LAC APARTMENTS OF WINTER PARK, INC., a Florida corporation, and that they severally acknowledged executing the same, freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 4th day of August, 1972.

Robert W. Wilson

Notary Public, State of Florida of 1972
My Commission Expires Aug. 15, 1972

EXHIBIT A

All that certain real property located in Orange County, Florida, more particularly described as follows:

TRACT 1: From the Northeast comer of Block E, KILLAMEY SHORES, INC., according to the plat thereof as recorded in Plat Book Q, Page 135, Public Records of Orange County, Florida, run North 0033 West 30.0 feet; thence East 30.0 feet to a point of beginning; run thence South 0033s East 322.72 feet, thence West 30.0 feet, thence South 0033' East 206.36 feet; thence West 514.50 feet, thence North 0033' West 451.45 feet; thence South 60°28'33" East 298.01 feet; thence North 29°31'27" East 258.01 feet; thence East 157.30 feet to the Point of Beginning.

TRACT 2: From the Northeast comer of Block E, KILLAMEY SHORES, INC. according to the plat thereof as recorded in Plat Book Q, Page 135, Public Records of Orange County, Florida; Run East 30.0 feet, thence North 0033' West 30.0 feet to a Point of Beginning; run thence West 157.30 feet; thence North 29°31'27" East 122.44 feet; thence South 40°41' East 1.35 feet to the Point of Curvature of a curve concave North easterly having a radius of 389.26 feet, and a central angle of 18°32'10", run thence Southeasterly along the arc of said curve 125.91 feet; run thence South 0033' East 24.85 feet to the Point of Beginning.

TRACT 3: The East 50 feet of the South 50 feet and the Southwesterly 12 feet of the following: Begin at the Northwest comer of Block E, KILLAMEY SHORES, INC., according to the plat thereof as recorded in Plat Book Q, Page 135, Public Records of Orange County, Florida, thence with an extension of the Westerly line of said Block E, run North 0° 33' West 259.80 feet to the Southerly right of-way line of Gay Road, run thence along said right-of-way line South 88°14'156" East 204.77 .feet, to the P .0 . of a curve concave Southerly having a radius of 336.56 feet, and a central angle of 47°33'56" run thence Southeasterly along the arc of said curve 279.40 feet to the P.T. thence South 29°31'27" West 380.45 feet, thence North 60°28'33" West 298.01 feet, thence North 0033' West 47.63 feet to the Point of Beginning.

SCANNING NOTE:

See next page for photo scan of this page of Exhibit A.

This comment added during document scan in March 2012

Photo scan of Exhibit A of Declaration of Condominiums

2260 929

EXHIBIT A

All that certain real property located in Orange County, Florida, more particularly described as follows:

TRACT 1: From the Northeast corner of Block E, KILLARNEY SHORES, INC., according to the plat thereof as recorded in Plat Book Q, Page 135, Public Records of Orange County, Florida, run North 0°33' West 30.0 feet; thence East 30.0 feet to a point of beginning; run thence South 0°33' East 323.72 feet, thence West 30.0 feet, thence South 0°33' East 286.36 feet; thence West 314.50 feet, thence North 0°33' West 451.45 feet; thence South 60°28'31" East 298.01 feet; thence North 29°31'27" East 250.01 feet; thence East 157.30 feet to the Point of Beginning.

TRACT 2: From the Northeast corner of Block E, KILLARNEY SHORES, INC., according to the plat thereof as recorded in Plat Book Q, Page 135, Public Records of Orange County, Florida; run East 30.0 feet, thence North 0°33' West 30.0 feet to a Point of Beginning; run thence West 157.30 feet; thence North 29°31'27" East 132.44 feet; thence South 40°41' East 1.35 feet to the Point of Curvature of a curve concave Northeasterly having a radius of 390.34 feet, and a central angle of 18°28'04", run thence Southeasterly along the arc of said curve 125.81 feet; run thence South 0°33' East 24.85 feet to the Point of Beginning.

TRACT 3: The East 50 feet of the South 50 feet and the Southwesterly 12 feet of the following: Begin at the Northwest corner of Block E, KILLARNEY SHORES, INC., according to the plat thereof as recorded in Plat Book Q, Page 135, Public Records of Orange County, Florida, thence with an extension of the Westerly line of said Block E, run North 0° 33' West 239.80 feet to the southerly right-of-way line of Gay Road, run thence along said right-of-way line South 88°14'56" East 304.77 feet, to the P.C. of a curve concave Southerly having a radius of 336.34 feet, and a central angle of 47°33'56" run thence Southeasterly along the arc of said curve 279.40 feet to the P.T. thence South 29°31'27" West 389.45 feet, thence North 60°28'31" West 298.01 feet, thence North 0°33' West 47.63 feet to the Point of Beginning.

The foregoing property, otherwise described as:

From the Northeast corner of Block "E", Killarney Shores, Inc., as recorded in Plat Book "Q", page 135, Public Records of Orange County, Florida, run N 00° 33' 00" W 30.00 feet; thence East 30.00 feet for the point of beginning; thence run E 00° 33' 00" E 323.72 feet; thence S 89° 59' 28" W 30.00 feet to a point on the east boundary of said Block "E"; thence S 00° 33' 00" E 286.36 feet to the Southeast corner of said Block "E"; thence S 89° 59' 28" W 314.50 feet to the Southwest corner of said Block "E"; thence N 00° 33' 00" W 451.32 feet along the West boundary of said Block E; thence S 60° 28' 56" East 294.96 feet; thence N 29° 31' 04" E 38.00 feet; thence S 60° 28' 56" E 50.00 feet; thence N 29° 31' 04" E 130.45 feet to a point on the South right-of-way line of Gay Drive; thence along said South right-of-way line with the following courses and distances: S 40° 41' 33" E 1.35 feet to the beginning of a curve; concave Northeasterly, having a radius of 390.34 feet; thence Southeasterly 125.81 feet along the arc of said curve, through a central angle of 18° 28' 04"; thence leaving said South right-of-way line run S 00° 33' 00" E 24.85 feet to the point of beginning.

END PAGE OF CHATEAUX DU LAC CONDOMINIUMS
DECLARATION OF CONDOMINIUM

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Document scanned March 15, 2012