

DECLARATION OF CONDOMINIUM  
OF

1744999 ORANGE CO., FL  
JAN 15 9 27 AM '82  
C.S. 3253 PG 171

163<sup>00</sup>  
+  
15<sup>00</sup> Condo Bk.

ZOM LEE OFFICE CENTER I, A CONDOMINIUM

Made this 28<sup>th</sup> day of December, 1981, by ZOM LEE SQUARE, LTD., a Florida limited partnership, its successors and assigns, herein called "Developer".

WHEREIN, the Developer makes the following declarations:

1. Purpose. The purpose of this Declaration is to submit the lands and improvements described and to be constructed thereon to the condominium form of ownership and use in the manner provided in Chapter 718 of the Florida Statutes, herein called the "Condominium Act" and in accordance with the terms and conditions of this Declaration.

1.1 Name and Address. The name by which this condominium is to be identified is:

ZOM LEE OFFICE CENTER I,  
A CONDOMINIUM

and its address is: 2265 Lee Road, Winter Park, Florida 32789.

1.2 The Land. The lands owned by Developer, which by this instrument are submitted to the condominium form of ownership, are the following described lands lying in Orange County, Florida:

That portion of Lots 6 and 7, Holden Brothers Subdivision of West Winter Park, as recorded in Plat Book "A", Page 62, Public Records of Orange County, Florida described as follows:

Commence at the Southeast Corner of said Lot 6; thence N.02°07'51"W., along the East Line of said Lot 6, a distance of 20.0 feet to the Point of Beginning, said Point being on the North Right of Way Line of Lee Road; thence S. 88°34'34"W., along said North Right of Way Line, a distance of 397.55 feet to the Southeast Corner of Lot 1, Block "D" of Albert Lee Ridge, First Addition, as recorded in Plat Book "U", Page 54, Public Records of Orange County, Florida; thence N.01°57'11"W., along the East Line of Block "D" of said Albert Lee Ridge, First Addition, a distance of 252.34 feet; thence N.88°34'34"E., along a line that is 252.33 feet North of and parallel with aforesaid North Right of Way Line, a distance of 396.77 feet to a point on the East Line of said Lot 6; thence S.02°07'51"E., along said East Line, 252.35 feet to the Point of Beginning.

Containing 2.301 Acres.

THIS INSTRUMENT PREPARED BY:

Wanda L. Brown, Attorney  
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Subject to easements for ingress and egress and utilities over the following described property:

A 24 FOOT WIDE STRIP OF LAND DESCRIBED AS FOLLOWS:

Commence at the Southeast corner of Lot 6, Holden Brothers Subdivision of West Winter Park, as recorded in Plat Book "A", Page 62, Public Records of Orange County, Florida; thence N.02°07'51"W., along the East Line of said Lot 6, a distance of 20.0 feet to a point on the North Right of Way Line of Lee Road; thence S.88°34'34"W., along said North Right of Way Line, a distance of 50.00 feet to the Point of Beginning; thence continue S.88°34'34"W., along said North Right of Way Line, a distance of 24.00 feet; thence N.02°07'51"W., along a Line 74.0 feet West of and parallel with the East Line of said Lot 6, a distance of 252.35 feet; thence N.88°34'34"E., along a Line 252.35 feet North of and parallel with said North Right of Way Line, a distance of 24.00 feet; thence S.02°07'51"W., along a Line 50 feet West of and parallel with the East Line of said Lot 6, a distance of 252.35 feet to the Point of Beginning.

Containing 6,056 square feet or 0.139 acres.

Subject to drainage easements over the following described property:

Description (50' Drainage Easement)

A 50 foot wide strip of land described as follows:

Commence at the Southeast corner of Lot 6, Holden Brothers Subdivision of West Winter Park, as recorded in Plat Book "A", Page 62, Public Records of Orange County, Florida; thence N.02°07'51"W. along the East Line of said Lot 6, a distance of 20.0 feet to the Point of Beginning, said point being on the North Right of Way Line of Lee Road; thence S.88°34'34"W., along said North Right of Way Line, a distance of 50.00 feet; thence N.02°07'51"W., along a Line 50.0 feet West of and parallel with the East Line of said Lot 6, a distance of 252.35 feet; thence N.88°34'34"E., along a Line 252.35 feet North of and parallel with said North Right of Way Line, a distance of 50.00 feet to a point on the East Line of said Lot 6; thence S.02°07'51"E., along said East Line, a distance of 252.35 feet to the Point of Beginning.

Containing 12,618 square feet or 0.290 acres.

which lands are called "the land". The Developer hereby submits the fee simple interest in the land to the condominium form of ownership.

2. Definitions. The terms used in this Declaration and the Exhibits hereto shall have the meaning stated in the Condominium Act and as follows unless the context otherwise requires:

2.1 Assessment. The Assessment means a share of the funds required for the payment of the common expenses incurred in the operation of the Condominium and the common elements, and other expenses incurred, as defined herein, and such assessment shall be borne by the Unit Owner.

2.2 The Association. The Association means ZOM LEE OFFICE CENTER I, INC., a nonprofit Florida corporation, and its successors.

2.3 Common Elements. Common elements shall include: (a) the condominium property not included in the units; (b) tangible personal property required for the maintenance and operation of the common elements even though owned by the Association; and (c) all those items stated in the Condominium Act.

2.4 Common Expenses. Common expenses include: (a) expenses of administration and management of the condominium property; (b) expenses of maintenance, operation, repair or replacement of common elements, and of the portions of units to be maintained by the Association; (c) expenses declared common expenses by the provisions of this Declaration or the By-Laws; (d) any valid charge against the condominium as a whole; and (e) reasonable reserves, whether held in trust or by the Association, for repair, replacement or addition to the common elements or any other real or personal property acquired or held by the Association.

2.5 Common Surplus. Common surplus means the amount by which the receipts of the Association including, but not limited to, assessments, rents, profits and revenues received on account of common elements, exceed the amount of common expenses. Provided, however, in the event that the Association contracts with a separate management corporation for management of the Condominium property, the portion of receipts of the Association representing fees contracted for and to be collected by said management corporation, shall not be considered as part of the common surplus.

2.6 Condominium or Condominium Property. Condominium or Condominium Property means all of the condominium property as a whole where the context so permits, including the land and all improvements thereon, and all easements and rights-of-way appurtenant thereto and intended for use in connection with the Condominium.

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

2.8 Institutional Mortgage or Institutional First Mortgage. An Institutional Mortgage or Institutional First Mortgage shall include, but not be limited to a mortgage held by a bank, life insurance company, union pension fund authorized to do business in the State of Florida, savings and loan association, mortgage company, mortgage brokerage company, the Developer, an agency of the United States Government and the holder of any mortgage insured by any agency of the United States Government, such as Federal National Mortgage Association, FHLMC, Federal Housing Authority or the Veterans Administration. When an institutional first mortgage by some circumstance fails to be a first mortgage, but it is evident that it is intended to be a first mortgage, it shall nevertheless for the purposes of this Declaration and the Exhibits annexed hereto, be deemed an institutional first mortgage and the holder thereof shall be deemed an institutional first mortgagee. All references in this Declaration to a first mortgage shall be deemed to include an institutional first mortgage.

2.9 Lease. A lease shall mean the grant, either oral or in writing, by a unit owner of a temporary right of use of said owner's unit for a valuable consideration.

2.10 Limited Common Elements. Limited common elements means those common elements which are reserved for the use of a certain unit or units to the exclusion of other units, including, but not limited to, any structure attached to the exterior main walls of the building that serves only the unit adjacent to such structure. Any reference made to common elements in the following provisions of this Declaration, or other condominium instruments, is meant to also include limited common elements unless the latter is excepted or dealt with separately.

2.11 Operation. Operation or operations of the condominium includes the administration and management of the condominium property.

2.12 Reasonable Attorney's Fees. Reasonable attorney's fees means and includes reasonable fees for the services of attorneys at law whether or not judicial or administrative proceedings are involved, and if judicial or administrative proceedings are involved, then of all review of the same by appeal or otherwise.

2.13 Singular, Plural Gender. Whenever the context so permits, the use of the singular shall include the plural and the plural the singular, and the use of any gender shall be deemed to include all genders.

2.14 Unit. Unit means a part of the condominium property which is subject to exclusive ownership.

2.15 Unit Owner. Unit owner means the owner of a condominium parcel.

2.16 Utility Services. Utility services as used in the Condominium Act and construed with reference to this condominium and as used in the Declaration and By-Laws shall include but not be limited to electric power, water, gas, heating, air conditioning, cable television, garbage and sewage disposal.

3. Development Plan. The Condominium is described and established as follows:

3.1 Plot Plans, Survey and Floor Plans. Attached hereto as Exhibit "A" is a certification by Leslie W. Sapp, Registered Florida Land Surveyor #1126, that the construction of the improvements described is substantially complete so that the description of improvements as shown in the "Condominium Plot Plans", (hereinafter referred to as "Plot Plans"), a copy of which is attached hereto as Exhibit "B", and which is recorded in Condominium Book 7, Pages 9 through 11, Public Records of Orange County, Florida, 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 from these materials.

3.2 Amendment of Plans. Developer reserves the right to change the interior design and arrangement of all units so long as Developer owns the units so changed and altered, without necessity of amendment hereto.

(a) Alteration of Boundaries and Unit Dimensions. Developer reserves the right to alter the boundaries between units, so long as Developer owns the units so altered; to increase or decrease the number of units and to alter the boundaries of the common elements, so long as the Developer owns the

units abutting the common elements where the boundaries are being altered, provided no such change shall partition or subdivide any condominium unit set out herein and no such change shall be made without amendment of this Declaration, and provided, further, that an amendment for such purpose need be signed and acknowledged only by the Developer and approved by the holders of the institutional mortgages of units affected, and such amendment shall not require the approval of unit owners, unit purchasers, or the Association.

**3.3 Easements.** Each of the following easements is reserved through the condominium property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be amended or revoked and shall survive the termination of the Condominium and the exclusion of any of the lands of the Condominium from the Condominium:

(a) **Utilities.** Easements are reserved to the Developer, Association or such utility companies to which the Developer or Association may assign its easements as may be required for the entrance upon, construction, maintenance and operation of utility services to adequately serve the condominium project including, but not limited to, the installation or Cable Television System lines, mains and such other equipment as may be required throughout the condominium project, it being expressly agreed that Developer, Association or the utility company making the entry shall restore the property as nearly as practicable to the condition which existed prior to commencement of construction of such utility, provided, however, easements herein reserved which necessitate entry through a unit, shall only be according to the plans and specifications for the building containing the unit or as the building is actually constructed, unless approved in writing by the unit owner.

In addition, easements are reserved to the Developer, Association or such utility companies to which the Developer or Association may assign its easements for such further utility easements over and across the condominium property as may be required from time to time to service the condominium property. Provided, however, such further utility easements, which shall be identified and located as the occasion shall arise, shall not be over or through any part of the condominium property occupied by a condominium building.

(b) **Encroachments.** In the event that any unit shall encroach upon any of the common elements or upon any other unit for any reason other than the intentional or negligent act of the unit owner, or in the event any common element shall encroach upon any unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(c) **Pedestrian and Vehicular Traffic.** An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, lanes and other portions of the common elements necessary to provide reasonable access to the public ways as may be from time to time intended and designated for such purpose and use; and for the vehicular traffic over, through and across such portions of the common elements necessary to provide reasonable access to the public ways as may be from time to time paved and intended for such purposes, and such easement shall be for the use and benefit of the unit owners and those claiming by, through or under the aforesaid; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the condominium property except to the extent that space may be specifically designated or assigned for parking purposes.

(d) Developer. Until such time as the Developer has completed all of the contemplated improvements and sold all of the units contained within the condominium property, easements including, but not limited to, ingress and egress, are hereby reserved and shall exist through and over the condominium property as may be required by Developer for the completion of the contemplated improvements and sale of said units. Neither the unit owners nor the Association, nor the use of the condominium property shall interfere in any way with such completion and sale.

### 3.4 Improvements-General Description.

(a) Building. The Condominium will be comprised of one (1) building, which building shall contain seventeen (17) units. The number, location and size of each unit is graphically shown on Exhibit "B", incorporated herein.

(b) Other Improvements. The Condominium includes landscaping, automobile parking areas, and other facilities which are a part of the common elements described in the Plot Plans incorporated herein as Exhibit "B".

3.5 Unit Boundaries. Each unit shall include that part of the building containing the unit that lies within the boundaries of the unit, which boundaries are as follows:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

(1) Upper Boundary - The horizontal plane of the highest point on the undecorated finished ceiling.

(2) Lower Boundary - The horizontal plane of the lowest point on the undecorated finished floor.

(b) Perimetrical Boundaries. The perimetrical boundaries of the unit shall be the vertical planes of the undecorated finished interior of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries. The boundary between abutting units which have been combined in accordance with Article 5.2(c) shall be the vertical plane perpendicular to the lower boundary and passing through the line of demarcation shown on the Plat Plans attached hereto as Exhibit "B".

(c) Limited Common Elements. Any structure attached to the exterior main walls of the building that serve only the unit adjacent to such structure, shall be a limited common element for the benefit of that particular unit only. Such limited common elements are shown graphically on the Condominium Plot Plans attached hereto as Exhibit "B".

3.6 Common Elements. The common elements include the land and all the parts of the Condominium not within the units as defined in Section 3.5.

## 4. The Building.

4.1 Units. The units in the condominium building are identified and briefly described in the "Plot Plans" attached hereto as Exhibit "B" and recorded in Condominium Book 7, Pages 9 through 11, Public Records of Orange County, Florida.

4.2 Appurtenances to Each Unit. The owner of each unit shall own a certain interest in the condominium property which is appurtenant to his unit including, but not limited to, the following items:

(a) Automobile Parking Space. The right to use, for automobile parking only, the parking space or spaces which may from time to time be designated or assigned by the Board of Directors of the Association to or for a unit, which designation shall not be recorded among the public records. The Board of Directors may from time to time, should they determine there be a need, change the parking space or spaces designated for a unit, provided that each unit always has an equal number of assigned parking spaces as any other unit unless otherwise agreed. This provision is made in contemplation of the fact that one or more unit owners may develop a physical disability which would require the designation of a parking space more convenient to their units and to give the Association the power and flexibility to deal with such situations. The Association shall also have the flexibility of not having assigned parking spaces.

(b) Common Elements. The undivided share in the land and other common elements which is appurtenant to each unit, is shown more particularly in the schedule attached hereto as Exhibit "E".

(c) Association. Each unit owner shall hold membership in the Association and an interest in the funds and assets held by the Association. Each unit shall be entitled to cast one (1) vote as set out in the Articles of Incorporation and By-Laws of the Association attached hereto as Exhibits "C" and "D" respectively.

4.3 Liability for Common Expenses and Share of Common Surplus. Each unit owner shall share the common expense and common surplus to the same extent as he shares in the common elements (Section 4.2(b) and Exhibit "E" attached hereto); however, this does not include the right to withdraw or require payment or distribution of the same. Provided, the Developer shall not be obligated to commence paying any common expense assessments to the Association with respect to the units offered for sale and owned by the Developer, until the first day of the fourth month following the closing of the sale of the first condominium unit. However, the Developer shall pay the portion of the common expenses incurred during that period which exceed the amount assessed against other unit owners.

5. Maintenance, Alteration and Improvement. Responsibility for the maintenance of the condominium property and restrictions upon the alteration and improvement thereof shall be as follows:

#### 5.1 Common Elements.

(a) By the Association. The maintenance and operation of the common elements shall be the responsibility of the Association and the expense associated therewith shall be designated as a common expense, other than those expenses specifically provided to be paid by the individual unit owner in Section 5.2(b) (1) hereof.

(b) Alteration and Improvement. After the completion of the improvements including the common elements contemplated by this Declaration, there shall be no alteration or further improvement of the common elements without prior approval in writing by the owners of not less than seventy-five percent (75%) of the common elements, except as provided by the By-Laws. Any such alteration or improvement shall not interfere with the rights of any unit owners without their consent. The cost of such work shall not be assessed against a bank, life insurance company, savings and loan association, or other institutional first mortgagee that acquires its title as a result of owning a mortgage upon the unit owned, unless such owner shall approve the alteration or improvement, and this shall be so whether the title is acquired by deed from the mortgagor or through foreclosure

proceedings. The share of any cost not so assessed shall be assessed to other unit owners in the proportion that their shares in the common elements bear to each other. There shall be no change in the shares and rights of unit owners in the common elements altered or further improved, whether or not the unit owner contributes to the cost of such alteration or improvements. This Paragraph shall have no application to the right vested in the Developer pursuant to the provisions of Paragraph 3.2 and 3.2(a) hereof.

(c) All incidental damage caused to any unit by such work as set out in Paragraph 5.1(a) and 5.1(b) shall be promptly repaired at the expense of the Association.

## 5.2 Units.

(a) By Association. The Association shall maintain, repair and replace as a common expense:

(1) With the exception of interior surfaces, all portions of a unit, contributing to the support of the building in which the unit is located, which portions shall include but not be limited to load-bearing columns and load-bearing walls.

(2) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services contained in the portions of a unit maintained by the Association; and all such facilities contained within a unit that services part or parts of the condominium other than the unit within which contained. This provision excludes from its coverage any air conditioning compressor facility, and also any other facility for the furnishing of utility services, now or hereafter installed outside any of the unit buildings, and intended for the purpose of furnishing such utility services only to an individual unit.

(3) All incidental damage caused to a unit by reason of the maintenance, repair and/or replacement which is the responsibility of the Association, and such damage shall be promptly repaired by the Association.

(b) By the Unit Owner. The responsibility of the unit owner shall include, but not be limited to:

(1) To maintain, repair and replace at his sole and personal expense, all doors, windows, glass, screens, electric panels, electric wiring, electric outlets and fixtures, air handlers, air conditioners, including air conditioning compressors and other related outside utility facilities referred to in Section 5.2(a)(2), heaters and heating systems, hot water heaters, refrigerators, dishwashers, other appliances whether or not these items are built-in equipment, drains, plumbing fixtures and connections, interior surfaces of all walls, floors and ceilings, floor coverings and all other portions of his unit, except the portions specifically to be maintained, repaired and replaced by the Association. This shall be done without disturbing the rights of the unit owners.

(2) Not to enclose, paint or otherwise decorate or change the appearance of any portion of the exterior of the building in which the unit is located.

(3) To promptly report to the Association any defect or need for repairs, the responsibility for which is that of the Association.

(c) Alteration and Improvement. Subject to the other provisions of 5.2, which in all cases shall supersede and have priority over the provisions of this section when in conflict therewith, a unit owner may make such alterations or im-

provements to his unit, at his sole and personal cost, as he may be advised, provided all work shall be done without disturbing the rights of other unit owners, and further provided that a unit owner shall make no changes or alterations to any exterior wall, balcony or patio, screening, exterior door, windows, structural or load-bearing member, electrical service or plumbing service, without first obtaining approval in writing of owners of all other units in such building and the approval of the Board of Directors of the Association. All alterations and improvements must be in compliance with all existing building codes. Provided, no such alteration or improvement may be made without the written approval of the Board of Directors of the Association if such alteration or improvement may or would cause an increase in the cost of the insurance carried by the Association.

With the permission of the Board of Directors of the Association or of the Developer, abutting units may be physically combined, but they shall nevertheless, for all other pertinent purposes including but not limited to assessments, attribution of common elements and voting, be deemed separate units. Units which have been or are combined may be severed into their component units (separate units) at any time the owner of the combined units so desires. Any construction or modification of the interior of such units as may be required to effectuate the severance of the combined units into separate units shall be subject to the approval of the Board of Directors of the Association, which approval shall not be unreasonably withheld. Such modifications for the combining or severing of combined units shall in any and all events be accomplished at the sole expense of the unit owner or owners of the combined units and not at the expense of the Association. Nothing herein shall be deemed to require the Association or the Developer to approve any structural modification which involves the weakening, movement or significant modification of any load bearing element. Furthermore, nothing herein shall be deemed to require the Association or the Developer to approve any modification which will alter the exterior appearance of the building in which the units are located.

**5.3 Limited Common Elements.** The maintenance, repair and/or replacement of the limited common elements appurtenant to each unit shall be the responsibility of the Association, as provided hereinabove in Section 5.1. Provided, the unit owner shall be responsible for day-to-day maintenance and cleaning of such limited common elements; and provided further, the maintenance, repair or replacement of such limited common elements which shall be necessary or as a result of the unit owner making use of said areas in an abusive manner or in a manner other than that for which said areas were intended shall be the responsibility and expense of the unit owner.

**6. Assessments.** The making and collection of assessments against unit owners for common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the By-Laws and subject to the following provisions:

**6.1 Share of Common Expenses.** Each unit owner shall be liable for a proportionate share of the common expenses and shall share in the common surplus, in the same proportion as his undivided interest in the common elements, as set forth in Exhibit "E" hereof, but such right shall not vest or create in any unit owner the right to withdraw or receive distribution of his share of the common surplus.

**6.2 Payments.** Assessments and installments thereon paid on or before ten (10) days after the day when the same shall become due, shall not bear interest but all sums not so paid on or before ten (10) days after the same is due shall bear interest until paid at the highest rate allowed by law. All payments on

account shall be first applied to interest and then to the assessment payment first due. If any installment of an assessment remains unpaid thirty (30) days after the same shall become due, the Board of Directors may declare the entire annual assessment as to that delinquent owner due and payable in full as if the entire amount was originally assessed.

**6.3 Lien for Assessments.** The Association shall have a lien on each unit for any unpaid assessments and for interest thereon against the owner thereof, which lien shall also secure costs of collection by the Association including, without limitation, reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien. Said lien shall be effective from and after the time of recording in the Public Records of Orange County, Florida, a claim of lien stating the description of the unit, the name of the record owner thereof, the amount due and the date when due, and the lien shall continue in effect until all sums secured by the lien shall have been fully paid. Such claims of lien shall be signed and verified by an officer of the Association or by a managing agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien. Liens for assessment may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property. In any such foreclosure the owner of the unit shall be required to pay a reasonable rental for the unit and the Association shall be entitled as a matter of law to the appointment of a receiver to collect the same. The Association may also sue to recover a money judgment for unpaid assessments without waiving the lien securing the same. Where an institutional mortgagee or the mortgagee of a first mortgage of record or other purchaser of a unit obtains title to the unit as a result of the foreclosure of the first mortgage or where an institutional mortgagee or a mortgagee of a first mortgage of record obtains title to the unit as a result of a conveyance in lieu of foreclosure of the first mortgage or pursuant to any other remedy provided in the first mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of Association common expenses or assessments pertaining to such unit or chargeable to the former owner of such unit which became due prior to acquisition of title in the manner above provided. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the unit owners including such acquirer, its successors and assigns.

**6.4 Assessments Not Paid by the Developer.** The Developer shall be excused from the payment of its share of the common expenses in respect to the units offered for sale and owned by the Developer, until the first day of the fourth month following the closing of the sale of the first condominium unit. However, the Developer shall pay the portion of the common expenses incurred during that period which exceed the amount assessed against other unit owners.

**7. Association.** The operation of the Condominium shall be by ZOM LEE OFFICE CENTER I, INC. a corporation not for profit under the laws of Florida, which shall fulfill its functions pursuant to the following provisions:

**7.1 Articles of Incorporation.** A copy of the Articles of Incorporation of the Association is attached as Exhibit "C". Article IV of the Articles of Incorporation sets out membership of unit owners in the Association.

**7.2 By-Laws.** A copy of the By-Laws of the Association is attached as Exhibit "D". Section 2 of the By-laws sets out membership and voting rights of unit owners in the Association.

**7.3 Limitation upon Liability of Association.** Notwithstanding the duty of the Association to maintain and repair parts of the condominium property, the Association shall not be liable for injury or damage, other than the cost of maintenance and repair, caused by any latent condition of the property to be maintained and repaired by the Association, or caused by the elements or other owners or persons.

**7.4 Management.** The Association may contract for the management and maintenance of the condominium and authorize the management agent to assist the Association in carrying out its powers and duties by performing such functions as the collection of assessments, preparation of records, enforcement of rules, and maintenance of the common elements. The Association shall, however, retain at all times the powers and duties granted them by the Condominium Act, including, but not limited to, the making of assessments, promulgation of rules and execution of contracts on behalf of the Association.

**7.5 Notice to First Mortgagee.** An institutional mortgagee or first mortgagee shall be entitled to written notification from the Association of any default in the performance by the owner of the unit encumbered by its mortgage, of any obligation under this Declaration, the Association Articles of Incorporation and By-laws and any amendments thereto, which default is not cured within thirty (30) days.

**7.6 Books and Records.** The holders of first mortgages shall have the right to examine the books and records of the Association during normal business hours and to require financial statements of the Association within ninety (90) days following the end of the fiscal year of the Association. Such first mortgage holders shall also be entitled to, upon request, written notice of all Association meetings and shall be permitted to designate a representative to attend all such meetings.

**7.7 Restraint upon Assignment of Shares in Assets.** The share of a unit owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as in appurtenance to the unit.

**8. Insurance.** Insurance, other than title insurance, which shall be carried upon the condominium property and the property of the unit owners, shall be covered by the following provisions:

**8.1 Authority to Purchase.** All insurance policies upon the condominium property shall be purchased by the Association for the benefit of the Association, and in the case of insurance covering damage to the buildings and their appurtenances, also for the benefit of unit owners and their mortgagees as their interests may appear and provisions shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of unit owners. Such policies and endorsements thereon shall be deposited with the Insurance Trustee, if one has been designated. It shall be the responsibility of the unit owners and not the Association to obtain insurance coverage at their own expense upon their personal property and fixtures and in addition to obtain comprehensive personal liability insurance which shall include covering liability for damage to person or property of others located within the unit owner's unit, or in another unit, or upon the common elements resulting from the negligence of the insured unit owner in such amounts as shall from time to time be determined by the Board of Directors, but in no case less than \$100,000.00 for each occurrence. Unit owners shall furnish the Association with copies of all insurance policies obtained by them. All unit owner and Association property and liability insurance shall contain the waivers provided in subsection 8.2(a)(3)(i) through (iii) unless such coverage cannot be obtained.

8.2 Coverage.

(a) Casualty. All buildings and improvements upon the land and all personal property included in the common elements shall be insured in an amount equal to the full replacement cost, excluding foundation and excavation costs, as determined by the Board of Directors of the Association, on not less than an eighty percent (80%) coinsurance basis with a waiver of depreciation endorsement if available. All personal property included in the common elements shall be insured. Values of insured property shall be determined annually by the Board of Directors of the Association. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage; and

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism, malicious mischief, wind-storm and water damage.

(b) Unless such coverage cannot be obtained, the policies shall waive the insurer's right to:

(i) subrogation against the Association and against the unit owners individually and as a group;

(ii) the pro rata clause that reserves to the insurer the right to pay only a fraction of any loss if other insurance carriers have issued coverage upon the same risk; and

(iii) avoid liability for a loss that is caused by an act of the Board of Directors of the Association, or by a member of the Board of Directors of the Association or by one or more unit owners.

(4) Such policies may provide that they may not be cancelled or substantially modified without thirty (30) days' prior written notice thereof to each of the insureds.

(b) Public Liability. In such amounts and such coverage as may be required by the Board of Directors of the Association and with cross liability endorsement to cover liabilities of the unit owners individually and as a group to a unit owner.

(c) Workmen's Compensation Policy. To meet the requirements of law.

(d) Fidelity Bonds. Fidelity Bonds shall be maintained providing coverage against dishonest acts by the Association's officers, directors, trustees and employees, and all others who are responsible for handling funds of the Association.

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

8.3 Premiums. Premiums for insurance policies purchased by the Association shall be a common expense and such premiums shall be paid by the Association, except that the amount of increase in the premiums occasioned by misuse or abandonment of a unit or its appurtenances or of the common elements by a unit owner shall be assessed against and paid by that owner.

8.4 Insurance Trustee Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the unit owners and their mortgagees as their

interests may appear and shall provide that all proceeds covering property losses shall be paid to the Association or to an Insurance Trustee, if one has been designated, being an institution having offices in Orange County, Florida, or such other location as the Board of Directors might agree upon, and possessing trust powers as may from time to time be approved by the Board of Directors of the Association, which trustee is herein referred to as "Insurance Trustee". 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 herein and for the benefit of the unit owners and their mortgagees in the following shares but which shares need not be set forth on the records of the Insurance Trustee.

(a) Common Elements. Proceeds on account of damage to common elements shall be held in undivided shares for each unit owner of the condominium, each owner's share being the same as his undivided share in the common elements appurtenant to his unit.

(b) Units. Proceeds on account of damage to units shall be held in the following undivided shares:

(1) When the units are to be restored, for the owners of damaged units in proportion to the cost of repairing the damage suffered by each unit owner, which cost shall be determined by the Board of Directors of the Association.

(2) When the units are not to be restored for the owners of such units, in undivided shares in proportion to the respective shares in the common elements appurtenant to such units.

(c) Mortgagees. In the event a mortgagee endorsement has been issued as to a unit, the share of a 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 except as provided in 9.1(b)(1) and (2). No mortgagee shall have any right to apply or have applied to the reduction of the mortgage debt any insurance proceeds, except distribution of such proceeds made to the unit owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged unit in any of the following events:

(1) Its mortgage is not in good standing and is in default.

(2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and if additional monies are not available for such purposes.

**8.5 Distribution of Proceeds.** Proceeds of insurance policies received by the Association or the Insurance Trustee shall be distributed to or for the benefit of the unit owners in the following manner:

(a) Expense of Trust. All expenses of the Insurance Trustee shall be first paid or provisions made therefor.

(b) Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof

as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the owners, remittances to unit owners and mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(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 owners, remittances to unit owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

(d) Certificate. In making distribution to unit owners and their mortgagees, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or by the Association's managing agent as to the names of unit owners and their respective shares of the distribution.

8.6 Association as Agent. The Association is hereby irrevocably appointed Agent for each unit owner and for each owner of any other interest in the condominium property, for the purpose of empowering the Association to negotiate and adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases on behalf of each unit owner upon payment of a claim.

## 9. Reconstruction or Repair after Casualty.

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

(a) Common Elements. If the damaged improvement is a common element, the same shall be reconstructed or repaired unless the damages to such common element extend to units, in which case the provisions relative to reconstruction and repair of units and common elements, as elsewhere provided, shall pertain.

### (b) Units and Common Elements.

(1) Partial Destruction - If the damaged improvement is a unit and common elements and less than ninety percent (90%) of the amount of insurance applicable to such improvement is forthcoming by reason of such casualty, then the improvement shall be reconstructed and repaired unless seventy-five percent (75%) of the owners of all units and all owners of damaged units, and sixty-seven percent (67%) of all mortgagees, being banks, savings and loan associations and insurance companies, and institutional mortgagees holding first mortgages upon units shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(2) Total Destruction - If the damaged improvement includes a unit and common elements and ninety percent (90%) or more of the amount of casualty insurance applicable to such improvement is forthcoming by reason of such casualty, the improvements shall not be reconstructed or repaired if seventy-five percent (75%) of the owners of all units and all owners of damaged units and sixty-seven percent (67%) of all mortgagees, being banks, savings and loan associations, and insurance companies, and institutional mortgagees, holding first mortgages, upon units shall within sixty (60) days after casualty agree, in writing, that the same shall not be reconstructed or repaired.

(c) Certificate. The Insurance Trustee may rely upon a certificate of the Association made by its President and

Secretary or managing agent to determine whether or not the unit owners, where so provided, have made a decision whether or not to reconstruct or repair.

(d) Time. If the determination is made as set out herein to reconstruct or repair, said reconstruction or repair shall begin in a reasonable period of time from the date the insurance proceeds are available for distribution, whether held by the Insurance Trustee, if any, or the Association, or unit owner.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association which shall be of similar kind and quality as the original plans and specifications, and if the damaged property is a building containing units, by the owners of all damaged units therein, which approval shall not be unreasonably withheld.

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

9.4 Estimate of Costs. When the Association shall have the responsibility of reconstruction or repair, prior to the commencement of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to repair or rebuild.

9.5 Assessments for Reconstruction and Repair. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction and repair by the Association, or if at anytime during reconstruction and repair, or upon completion of reconstruction and repair, the funds for payment of the cost of reconstruction and repair are insufficient, assessment shall be made against all unit owners in sufficient amounts to provide funds for the payment of such costs. Such assessments shall be in proportion to the owner's share in the common elements.

9.6 Construction Funds. The funds for the payment of costs for reconstruction and repair after casualty, which shall consist of the 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) Association. If the total of assessments made by the Association in order to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than \$10,000.00, then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee, if one has been designated. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Disbursements. The proceeds of insurance collected on account of a casualty and the sums received by the Association from collection 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:

(1) 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 or the Insurance Trustee to the unit owner or if there is a mortgage endorsement as to such unit, then to the unit owner and the mortgagee jointly. The distribution shall be in the proportion that the estimated cost of reconstruction and repair of such damage to each affected unit owner bears to the total of such estimated costs to all effected unit owners as determined by the Board of Directors. No owner shall be paid an amount in excess of the cost of repair of such damage. All proceeds shall be used to effect repairs for such damage, and if insufficient to complete such repairs, the unit owner shall pay the deficit with respect to such damage and promptly effect the repairs.

(2) Association - Lesser Damage - If the amount of the estimated cost of reconstruction and repair which is the responsibility of the Association is less than \$10,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Association.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is equal to or greater than \$10,000.00, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect qualified to practice in Florida and employed by the Association to supervise the work.

(4) Surplus - It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the unit owners and their mortgagees, jointly, in proportion to the owner's share in the common elements, but reduced by the amount of any unpaid assessments against such unit owners.

(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee shall not be required to determine whether or not sums paid by unit owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or upon approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the assessments paid by owners, nor to determine any other fact or matter relating to its duties hereunder. Instead, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or the Association's managing agent as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided that when a mortgagee is herein required to be named as payee, the Insurance Trustee shall also name the mortgagee as payee; and further provided that when the Association, or a mortgagee which is the beneficiary of an insurance policy the proceeds of which are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association.

**9.7 Notice to Mortgage Holders.** The Association shall provide written notice to first mortgage holders on any units within the condominium of any substantial damage to any units,

buildings or common elements. This written notice shall be provided within fifteen (15) days from the date of discovery of such damage.

**9.8 Action to Contest Condemnation.** The Board of Directors of the Association shall have the exclusive right to contest any condemnation or eminent domain proceeding which is directed at taking any portion of the common elements or which touches upon, concerns or affects the use of the common elements. No unit owner or tenant of a unit shall impair or prejudice the action of the Board of Directors in contesting such condemnation. Such restriction or prohibition shall not preclude a unit owner or tenant of a unit from contesting the taking in such condemnation or eminent domain proceeding of the unit owned or rented by such unit owner or tenant or of any trade fixtures or other equipment installed or located in the unit so owned or rented. In any action contesting a taking by condemnation or eminent domain proceeding, the Board of Directors of the Association shall request the court to set forth the allocation of the condemnation award among the unit owners affected, taking into account the respective percentage interests in the common elements, the effect of the taking on each unit affected thereby and any other relevant factors.

**9.9 Termination of Condominium after Partial Taking by Condemnation.** If any condemnation or eminent domain proceeding results in the taking of:

(a) Two-thirds (2/3) or more of the land comprising the condominium or one-half (1/2) or more of the building containing the units, and owners of units having seventy-five percent (75%) of the interest in the common elements resolve to terminate the Condominium; or

(b) Less than two-thirds (2/3) of the land comprising the Condominium, but such taking substantially affects the use of the Condominium, or less than one-half (1/2) of the building containing the units, and owners of units having fifty percent (50%) of the interest in the common elements resolve to terminate the Condominium;

the Condominium shall be terminated and the net proceeds of the award from the condemnation or eminent domain shall be considered one fund and shall be divided among all the unit owners in proportion to their respective common interests, provided however, that no payment shall be made to a unit owner until there has first been paid off out of such owner's share all liens on such owner's unit.

**9.10 Distribution of Condemnation Awards.** Except as provided in Section 9.9 above and any award obtained by a unit owner for the unit or for any trade fixtures or other equipment as further provided in Section 9.8 above, in the event all or part of the common elements are taken in condemnation or eminent domain proceedings, the award from such proceedings shall be paid to the Insurance Trustee, if one has been designated, if the award is more than \$50,000.00 and to the Board of Directors if there is no Insurance Trustee or if the award is \$50,000.00 or less. The Board of Directors shall arrange for the repair, restoration or replacement of such common elements to the extent reasonably possible, and the Board of Directors or the Insurance Trustee, as the case may be, shall disburse the proceeds of such award to the contractors engaged in such repair and restoration in appropriate progress payments.

If there shall be a surplus of such proceeds or if the Board of Directors cannot reasonably repair, restore or replace the common elements taken, the proceeds shall be distributed among the unit owners as directed by the court, taking into account the

respective percentage interests in the common elements of the units affected thereby and any other relevant factors.

**9.11 Condemnation Provisions Subject to Existing Law.**

All provisions of Sections 9.8 through 9.10 are subject to interpretation in accordance with the law in effect at the time of any condemnation or eminent domain proceeding. Should all or any portion of the provisions of Sections 9.8 through 9.10 be deemed illegal at such time, the distribution of proceeds, shall be as a court of law shall determine.

**10. Use Restrictions.** The use of the condominium property shall be in accordance with the following provisions as long as the condominium exists and the building in useful condition exists upon the land.

**10.1 Permitted Uses of Units.** All units in the Condominium shall be used for no purpose other than professional and administrative office purposes, except for the common elements on which there may be placed landscaping, parking areas and private streets. No part of the Condominium shall ever be used or caused to be used or allowed or authorized to be used in any way, directly or indirectly, for any residential or other nonbusiness purpose, nor for any industrial purpose, nor for any retail business. All business operations shall be performed and carried out entirely within a unit in such a manner that the enclosed operations and uses within the unit do not cause or produce a nuisance to other portions of the Condominium, such as, but not limited to, vibration, sound, electromechanical disturbance and radiation, electromagnetic disturbance, radiation, air or water pollution, dust or emission of odors, toxic or nontoxic matter.

**10.2 Prohibited Uses.** No unit may be used for any purpose which would violate the zoning regulations for the condominium property or any PUD agreement pertaining to the condominium property. No unit may be used for any retail business purpose, amusement facility, product repair service, medical clinic, child nursery, laundry, restaurant, theatre, or purpose other than as professional and administrative offices even though such use may be permitted by zoning regulations or PUD agreement.

**10.3 Other Operations and Uses.** Operations and uses that are neither specifically prohibited nor specifically authorized by this Declaration may be permitted in a special case if written operational plans and specifications for such operations or uses, containing such information as may be requested by the Association, are submitted to and approved by the Board of Directors of the Association, which approval shall be based upon analysis of the anticipated effect of such operations or uses upon other units and upon the occupants thereof.

**10.4 Common Elements.** The common elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the unit.

**10.5 Nuisances.** No nuisances or noxious or offensive trade or activity shall be allowed to exist upon the condominium property, nor shall use or practice which is the source of annoyance to unit owners or which interferes with the peaceful possession and proper use of the property by its unit owners be allowed.

A nuisance shall include without limitation, any of the following conditions:

(a) Emission of dust, sweepings, dirt, cinders, fumes, odors, gases, vapors, acids or other substances into the atmosphere, that may adversely affect the use or intended use of any unit or may adversely affect the health, safety, or comfort of persons in the Condominium;

(b) Discharge of waste or any substance or material of any kind into any public or Association-maintained sewer serving the Condominium, or any part thereof, in violation of any law, rule, or regulation of any public body having jurisdiction thereof;

(c) The perception, at any point outside the boundaries of a unit of noise or vibrations from any activity, machine, device, or combination thereof located in that unit that unreasonably interferes with the use or enjoyment of any other unit. All parts of the condominium property shall be kept in a clean and sanitary condition, and no rubbish, refuse, or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist. No unit owner shall permit any use of his unit or make any use of the common elements that will increase the cost of insurance upon the condominium property above that required when the unit is used for the approved purposes.

10.6 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the condominium property nor any part of it.

10.7 Antennas. No exterior antennas of any type shall be permitted or used upon the condominium property, unless and until the same shall have been approved by the Association.

10.8 Regulations. Reasonable Regulations concerning the use of the condominium property may be made and amended from time to time by the Association in the manner provided by its Articles of Incorporation and By-Laws. Copies of such Regulations and amendments thereto shall be furnished by the Association to all unit owners of the condominium.

10.9 Leasing. With the exception of Developer owned units, all leases of units must be written. The Association must be informed of and approve all leases as provided in Section 11 herein, and further must be furnished with a copy of the lease agreement. The lease of a unit shall not discharge the owner thereof from compliance with any of his obligations and duties as a unit owner. All of the provisions of this Declaration, the Articles of Incorporation and By-Laws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person or corporation occupying a unit as a tenant to the same extent as against a unit owner, and a covenant upon the part of each such tenant to abide by the Rules and Regulations of the Association, and the terms and provisions of the Declaration, Articles of Incorporation and By-Laws, and designating the Association as the unit owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violation by the tenant of such covenant, shall be an essential element of any such lease or tenant agreement, whether specifically expressed in such an agreement or not, and whether the lease was approved by the Association or not.

10.10 Developers Use. As otherwise provided herein, until such time as the Developer has completed all of the contemplated improvements and has sold all of the units contained within the condominium property, neither the unit owners nor the Association, nor their use of the condominium property shall interfere with the completion of the contemplated improvements or sale of said units. The Developer may make such use of the unsold units and the common elements as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, display of sales signs, leasing said units and showing the units for sale to prospective purchasers. Until completion and sale of all the units by the Developer, no "For Sale" or "Lease" sign may be displayed upon the condominium property without the consent of the Developer.

10.11 Signs. No sign, poster, billboard or other advertising of any kind shall be permitted on any portion of the condominium property, except such signs as are approved by the Association or the Developer. The size, design, color, style, location and illumination of any such sign, poster, billboard or other advertising are subject to the approval of the Association.

11. Maintenance of Community Interests. In order to maintain a community of congenial unit owners and thus protect the value of the units and in order to assure the financial ability of each unit owner to pay assessments made against him, 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 owner covenants to observe.

11.1 Transfers Subject to Approval.

(a) Sale. No unit owner, except the Developer, may dispose of a unit or any interest therein by sale without approval of the Association.

(b) Lease. No unit owner, except the Developer, may dispose of a unit or any interest therein by lease without approval of the Association.

(c) Gift. If any unit owner shall acquire his title by gift, the continuance of his ownership of this unit shall be subject to the approval of the Association.

(d) Devise or Inheritance. If any unit owner shall acquire his title by devise or inheritance, the continuance of his ownership of the unit shall be subject to the approval of the Association.

11.2 Approval by Association. The approval of the Association which is required for the transfer of ownership or possession of units shall be obtained in the following manner:

(a) Notice to Association.

(1) Sale - A unit owner intending to make a bona fide sale of his unit or any interest therein shall give to the Association notice, in writing, 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; and if such demand is made, the notice shall be accompanied by an executed copy of the proposed contract to sell.

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

(3) Gift; Devise or Inheritance; Other Transfers - A unit owner who has obtained his title by gift, devise or inheritance, or by any other manner not heretofore considered, shall give to the Association notice, in writing, of the acquiring of his title, together with such information concerning the unit owner as the Association may reasonably require and a certified copy of the instrument evidencing the owner's title.

(4) Failure to Give Notice - If the Notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring

ownership or possession of a unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it has received the required notice on the date of such disapproval.

(b) Certificate of Approval.

(1) Sale - If the proposed transaction is a sale, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form, delivered to the unit owner and shall be recorded in the Public Records of Orange County, Florida, by such owner.

(2) Lease - If the proposed transaction is a lease, then within thirty (30) days after receipt of written notice and information, the Association must either approve or disapprove the proposed transaction. Approval shall not be unreasonably withheld so long as the intended use to be made of the Unit by the proposed lessee does not violate the use restrictions set out in Article 10 of this Declaration. If approved, the approval shall be stated in a certificate executed by the Board of Directors of the Association, in non-recordable form, and delivered to the unit owner.

(3) Gift; Devise or Inheritance; Other Transfers - If the unit owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within sixty (60) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the unit owner's ownership of his unit. If approved, the approval shall be stated in a certificate executed by the President and Secretary of the Association in recordable form delivered to the unit owner and shall be recorded in the Public Records of Orange County, Florida.

11.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership or possession of a unit, the matter shall be disposed in the following manner:

(a) Sale. If the proposed transaction is a sale, and if the notice of sale given by the unit owner shall so demand, then the Association shall within the thirty (30) day period provided in 11.2(b)(1) notify the unit owner of the disapproval and enter into a contract with the unit owner under the same terms and conditions as those of the proposed sale which was disapproved by the Association.

(b) If the Association shall fail to purchase or provide a purchaser upon the demand of the unit owner in the manner provided, or if the purchaser furnished by the Association or the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

(c) Lease. If the proposed transaction is a lease, the unit owner shall be advised of the disapproval in writing, including the reasonable basis for such disapproval, and the lease shall not be made.

(d) Gift; Devise or Inheritance; Other Transfers. If the unit owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within sixty (60) days after receipt from the unit owner of the notice and information required to be furnished, the Association shall deliver or mail by certified or registered mail to the unit owner

the Association's approval of the transfer or disapproval. In the event of disapproval, the Association shall include with such notice an agreement to purchase by a purchaser, being either the Association or a person who will purchase and to whom the unit owner must sell the unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the unit owner and purchaser within sixty (60) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

(2) The purchase price shall be paid in cash.

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

(4) If the Association shall fail to purchase or provide a purchaser as herein required, or if a purchaser furnished by the Association shall default in his agreement to purchase, then notwithstanding the disapproval, such ownership shall be deemed to have been approved, and the Association shall furnish a certificate of approval as elsewhere provided.

**11.4 Mortgage.** No unit owner may mortgage his unit nor any interest therein without the approval of the Association except to a bank, life insurance company, savings and loan association, institutional mortgagee, the Developer or the successors in title to the Developer. The approval of any other mortgagee may be upon conditions determined by the Association or may be arbitrarily withheld.

**11.5 Exceptions.** The foregoing provisions of Section 11 (Maintenance of Community Interests) and each subpart of Section 11 shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, or other institutional first mortgagee which acquired its title as the result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by deed or assignment from the mortgagor or his successor in title, or by deed in lieu of foreclosure, or through foreclosure proceedings or any other manner of obtaining title by virtue of the remedies provided first mortgagee in its mortgage; nor shall such provisions apply to a transfer, sale or lease of a unit by a bank, life insurance company, savings and loan association, or other institutional first mortgagee, which so acquires its title; nor shall such provisions apply to a transfer to or a purchase by the Developer or a transfer, sale or lease by the Developer; nor shall such provisions require the approval of a purchaser who acquires the title to a unit at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution sale, foreclosure sale, judicial sale or tax sale.

**11.6 Separation of Interests.** A sale of a unit shall include all of its appurtenances, whether or not separately described, and appurtenances may not be sold separate from a unit. A lease of a unit shall include the parking space appurtenant to it, if any, and no parking space may be leased separate from the unit to which it is appurtenant.

**11.7 Unauthorized Transactions.** Any sale, mortgage, or lease which is not authorized pursuant to the terms of this

Declaration shall be void unless subsequently approved by the Association.

**11.8 Notice of Lien or Suit.**

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

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

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

**12. Purchase of Units by Association.** The Association shall have the power to purchase units, subject to the following provisions:

**12.1 Decision.** The decision of the Association to purchase a unit shall be made by its Directors, without approval of its membership except as elsewhere provided in this section.

**12.2 Limitation.** If at any one time the Association becomes the owner or agreed purchaser of two (2) or more units, it may not purchase any additional units without the prior written approval of two-thirds (2/3) of the members eligible to vote thereon. A member whose unit is the subject matter of the proposed purchase shall be ineligible to vote thereon. Provided, however, that the foregoing limitation shall not apply to units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the amount found due the Association, or to be acquired by the Association in lieu of foreclosure of such lien if the consideration therefor does not exceed the cancellation of such lien.

**13. Compliance and Default.** Each unit owner shall be governed by and shall comply with the terms of this Declaration, the Articles of Incorporation, the By-Laws and the Rules and Regulations adopted pursuant thereto, and Management Agreement, and said documents as they may be amended from time to time. Failure of the unit owner to comply therewith shall entitle the Association or other unit owners to the following relief in addition to other remedies provided in this Declaration and the Condominium Act:

**13.1 Enforcement.** The Association and Manager are hereby empowered to enforce this Declaration and the By-Laws and Rules and Regulations of the Association by entry into any apartment at any reasonable time to make inspection, correction or compliance.

**13.2 Negligence.** A unit owner shall be liable for the expense or any maintenance, repair or replacement rendered necessary by its act, neglect or carelessness or by that of any principals, employees, lessees, or his or their guests, invitees, employees, or agents, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy or abandonment of a unit or its appurtenances, or of the common elements or of the limited common elements.

**13.3 Costs and Attorneys' 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, By-Laws, Management Agreement and Rules and Regulations adopted pursuant thereto, and said documents as they may be amended from time to time, 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, including costs and attorneys' fees for any applicable proceedings, provided no attorneys' fees may be recovered against the Association in any such action.

**13.4 No Waiver of Rights.** The failure of the Developer, or the Association, or any unit owner to enforce any covenant, restriction or other provisions of the Condominium Act, this Declaration, the Articles of Incorporation, the By-Laws, or the Rules and Regulations adopted pursuant thereto, shall not constitute a waiver of the right to do so thereafter.

**14. Amendments.** Subject to the other provisions of the Declaration relative to amendment, this Declaration and the Articles of Incorporation and By-Laws of the Association may be amended in the following manner:

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

**14.2 Resolution.** An amendment may be proposed by either the Board of Directors or by one-third (1/3) of the members of the Association. A resolution adopting a proposed amendment must bear the approval of not less than a majority of the Board of Directors and two-thirds (2/3) of the members of the Association. Directors and members not present at the meetings considering the amendment may express their approval, in writing, delivered to the Secretary before such meetings.

**14.3 Agreement.** In the alternative, an amendment may be made by an agreement signed and acknowledged by all of the record owners of units in the condominium in the manner required for the execution of a deed, and such amendments shall be effective when recorded in the Public Records of Orange County, Florida.

**14.4 Exception.** Anything herein to the contrary notwithstanding, for so long as the Developer shall hold fee simple title to any unit, the Developer may amend this Declaration of Condominium, including but not limited to, an amendment that will combine two or more units owned by Developer, or any amendment required by a governmental agency or an institutional mortgagee willing to make or purchase permanent mortgage loans secured by units, by recording such amendment in the Public Records of Orange County, Florida, and such amendment shall be effective without the necessity of a meeting of the unit owners or the approval and joinder of any unit owner, or the joinder of the owner and holder of any lien thereon. Provided, such amendment shall not increase the number of condominium units nor alter the boundaries of the common elements beyond the extent provided for under the provisions of Section 3 hereof, nor shall such amendment adversely affect the lien or priority of any institutional first mortgage recorded prior to the amendment.

**14.5 Proviso.** Provided, however, that no amendment shall discriminate against any unit owner nor against any unit or class or group of unit owners or units unless the unit owners so affected and their institutional first mortgagees shall consent. Any amendment which shall change any unit or the share in the common elements, and other of its appurtenances or increase the owner's share of the common expenses shall require approval in writing of two-thirds (2/3) of the unit owners other than the Developer and shall further require written approval by the owner

of the unit concerned and written approval of all of the first mortgagees and the institutional first mortgagees of the units affected, said approval to be evidenced by joinder in the execution of the amendment. An amendment of this Declaration shall not make any change in Sections 8 or 9 unless the record owners of all mortgages upon units in the Condominium shall join in the execution of the amendment. Unless all of the mortgagees, and two-thirds (2/3) of the owners other than the Developer, have given their prior written approval, the Association shall not by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Condominium shall not be deemed a transfer within the meaning of this clause. Further, no amendment shall make any change in any provision herein relating specifically to the Developer (including, but not limited to, Sections 3.2(a), 3.3(d), 4.3, 10.7, 11.5 and 14.4 and this Section) without Developer's written consent and joinder in the execution of said amendment.

**14.6 Execution and Recording.** A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, which certificate shall be executed by the officers of the Association with formalities of a deed. The amendment shall be effective when such certificate and copy of the amendment are recorded in the Public Records of Orange County, Florida.

**15. Termination.** The Condominium may be terminated or abandoned in the following manner:

**15.1 Agreement.** The Condominium may be terminated or abandoned at any time by approval, in writing, of all of the owners of the Condominium and by all record owners of mortgages upon units therein.

**15.2 Total Destruction of the Building or Partial Taking by Condemnation.** If all the building, as a result of common casualty, be damaged within the meaning of 9.1(b)(2) and it not be decided as therein provided that such building shall be reconstructed or repaired; or if after partial taking by condemnation the unit owners resolve to terminate the Condominium as provided within Section 9.9, the condominium form of ownership will there- terminate without agreement and the following shall be effective: The owners of the common elements shall thereupon be the owners, as tenants in common, of the condominium property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the common elements.

**15.3 General Provisions.** Upon termination of the Condominium, the mortgagee and lienor of a unit owner who shall thereby become tenants in common, shall have a mortgage and lien solely and exclusively upon the undivided share of such tenancy in common in and to the lands and other properties and rights which he may receive by reason of such termination or exclusion. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts affecting the termination, which certificate shall become effective upon being recorded in the Public Records of Orange County, Florida.

**15.4 Amendment.** This section concerning termination cannot be amended without consent of all unit owners and of all record owners of mortgages upon the apartments.

**16. Severability.** The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the Articles of Incorporation, the By-Laws, the Rules and Regula-

tions of the Association, and any Exhibits attached hereto, shall not affect the remaining portions thereof.

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

Signed, sealed, and delivered in the presence of:

ZOM LEE SQUARE, LTD., a Florida limited partnership

*[Signature]*

By: *[Signature]*  
ALAN M. ALTSHULER, General Partner

*[Signature]*

By: *[Signature]*  
DAVID V. CRAGG, General Partner

STATE OF Florida  
COUNTY OF Orange

I HEREBY CERTIFY that on this day, before me, personally appeared David V. Cragg and Alan M. Altshuler, well known to me and known to be the General Partners of Zom Lee Square, Ltd., a Florida limited partnership, and that they acknowledged executing this Declaration in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in them by said limited partnership.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal at said County and State this 29<sup>th</sup> day of December, 1981.

*[Signature]*  
NOTARY PUBLIC

My Commission Expires:

Notary Public, Florida, State at Large  
My Commission Expires Feb. 9, 1983  
Bonded thru Jedco Insurance Agency



CONSENT OF MORTGAGEE

DADE SAVINGS AND LOAN ASSOCIATION (hereinafter referred to as the "Mortgagee"), consents to development of a condominium by the developer/owner, ZOM LEE SQUARE, LTD., a Florida limited partnership, as set forth in the DECLARATION OF CONDOMINIUM OF ZOM LEE OFFICE CENTER I, a Condominium, located in Winter Park, Florida, but such consent is entered into by Mortgagee without recourse or warranty, whether of title or otherwise; without assuming any obligation whatsoever of the Owner; and reserving to Mortgagee all of its rights and remedies as granted under the Mortgage given by ZOM LEE SQUARE, LTD. to DADE SAVINGS AND LOAN ASSOCIATION, dated April 2, 1981, and recorded in O.R. Book 3183, Page 2212, Public Records of Orange County, Florida, held by Mortgagee on the land and improvements lying and being in Orange County, Florida, being more particularly described in the Mortgage referred above, and under the Note secured by said Mortgage and other loan documents executed in connection with said Mortgage.

Dated this 13th day of January, 19 82

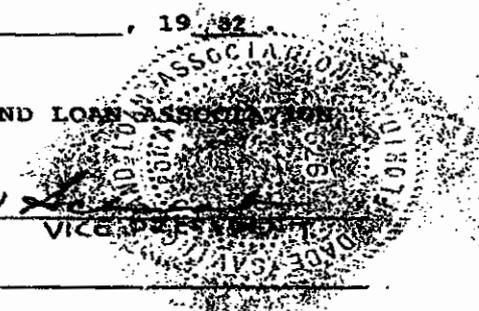
Signed, sealed and delivered in the presence of:

DADE SAVINGS AND LOAN ASSOCIATION

[Signature]  
[Signature]

By: Mona C. Schwab  
VICE PRESIDENT

Attest: \_\_\_\_\_



(CORPORATE SEAL)

STATE OF FLORIDA )  
                          ) SS:  
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 Mona C. Schwab, well known to me to be the Vice President of the corporation named as mortgagee in the foregoing Consent of Mortgagee, and that he acknowledged executing the same in the presence of two subscribing witnesses, freely and voluntarily under authority duly vested in he 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 13th day of January, 19 82

[Signature]  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE  
MY COMMISSION EXPIRES DEC 17, 1984  
BONDED THRU GENERAL INS. UNDERWRITERS



CERTIFICATE OF SURVEYOR

CERTIFICATE OF SURVEYOR made this 23 day of December, 1981.

I, LESLIE W. SAPP, Survey Supervisor of VTN, INC., certifies the following:

1. VTN, INC., a corporation duly chartered by the State of Florida and authorized under Florida State Board of Professional Engineers and Land Surveyors Certificate No. LB-699, to practice Professional Engineering and Land Surveying, has authorized its Survey Supervisor, LESLIE W. SAPP, Duly licensed and Registered Land Surveyor, Florida Registration No. 1126 to certify that a survey was made of the lands as shown hereon; and further to certify that this certificate is made pursuant to the provisions of Section 718.104(4)(e), Florida Statutes.

2. This Certificate is made to ZOM LEE OFFICE CENTER I, a Condominium located at a portion of Lots 6 and 7, Holden Brothers Subdivision of West Winter Park, as recorded in Plat Book "A", Page 52, Public Records of Orange County, Florida.

3. The construction of the improvements described is substantially complete so that the description of the improvements as shown in the condominium plot plans, which is recorded in Condominium Book 7, Pages 9 through 11, Public Records of Orange County, Florida, and attached to the Declaration of Condominium as Exhibit "B", 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 from these materials.

VTN, INC.

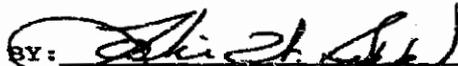
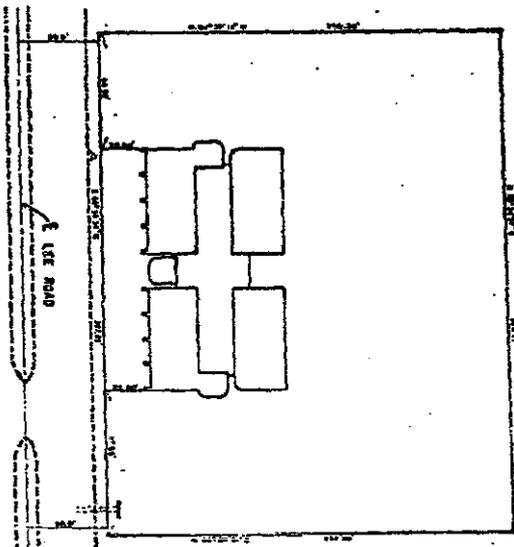
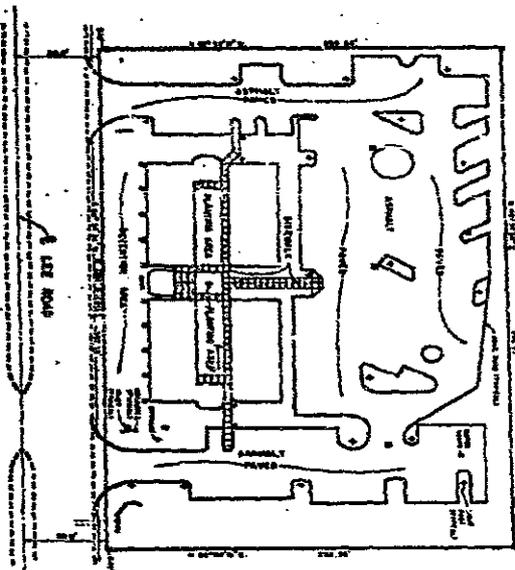
BY:   
 LESLIE W. SAPP, Survey Supervisor  
 Florida Registration No. 1126



EXHIBIT A



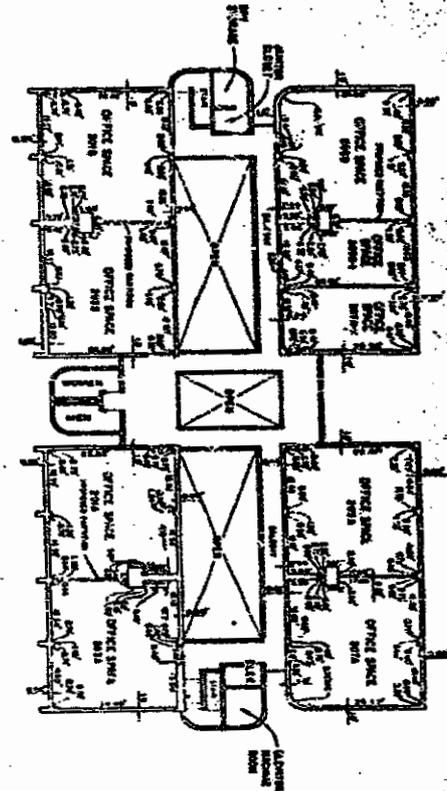
A CONDOMINIUM,  
ZOM LEE OFFICE CENTER I  
SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST  
ORANGE COUNTY, FLORIDA



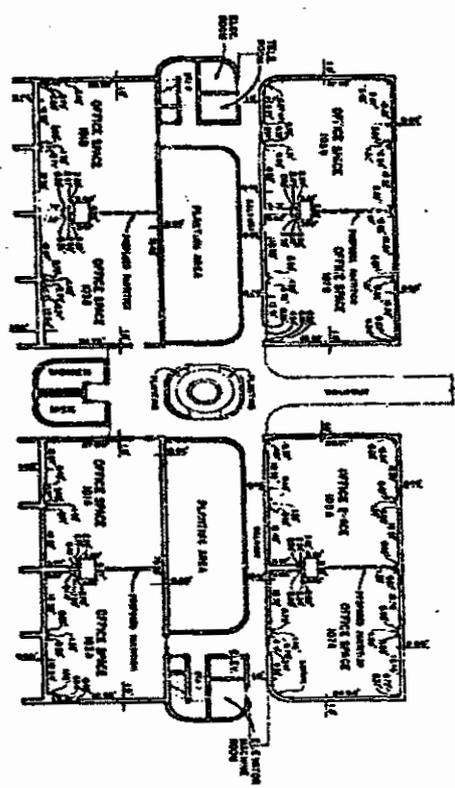
MTN INC.  
Professional Services  
1978 Camp Street  
Orlando, Florida 32804

PART 2 OF 3

A CONDOMINIUM,  
ZOM LEE OFFICE CENTER I  
SECTION 2, TOWNSHIP 22 SOUTH, RANGE 29 EAST  
ORANGE COUNTY, FLORIDA



SECOND FLOOR  
NOTHING SHOWN EXCEPT AS NOTED  
ON THIS PLAN, SHALL BE CONSIDERED AS NOTED



FIRST FLOOR

NOTHING SHOWN EXCEPT AS NOTED  
ON THIS PLAN, SHALL BE CONSIDERED AS NOTED



NOT TO SCALE