

Prepared by and Return to:
Bert C. Simon, Esquire
Gartner, Brock and Simon
1660 Prudential Drive, Suite 203
Jacksonville, Florida 32207

INSTR # 2005109184

O BK 14991 PG 1645

Pgs 1645 - 1732; (88pgs)

RECORDED 05/11/2005 04:09:54 PM
CLERK OF COURT
HILLSBOROUGH COUNTY
DEPUTY CLERK Y Roche

DECLARATION OF CONDOMINIUM
OF
THE PARKSIDE OF ONE BAYSHORE, A CONDOMINIUM

This Declaration of Condominium is made this 6th day of May, 2005, by Parkside Development, LLC, a Florida limited liability company, whose address is 400 South Tryon Street, Suite 1300, Charlotte, North Carolina, 28201-1003 ("Declarant").

1. The Condominium.

1.1 Submission of Real Property to Condominium Ownership. Declarant is the owner of the lands and the airspace and all improvements constructed on said lands or within said airspace described in Exhibit "A" attached hereto and by this reference incorporated herein. By this Declaration, the Declarant submits the real property described in Exhibit "A" to the condominium form of ownership in the manner provided in the Condominium Act.

1.2 Name and Address. The name of the Condominium is The Parkside of One Bayshore, a Condominium, and the address for the condominium is 275 Bayshore Boulevard, Tampa, Florida, 33606.

1.3 General Description. The Condominium is a residential condominium located in the City of Tampa, Hillsborough County, Florida. The residential Units of this Condominium are located on the upper floors of the Parkside Building, which contains on the lower floors, among other items, the Commercial Condominium and public and private parking areas. The Condominium and the Commercial Condominium are part of a larger planned unit development known as One Bayshore, which also contains or will contain fee simple townhouse residential units and an apartment project. The Master Association is responsible for the management and maintenance of the Shared Facilities, Common Areas and the Common Maintenance Areas of the One Bayshore development and adjacent areas associated with the development.

2. Definitions. Unless the context otherwise requires, the terms used in this Declaration of Condominium and its exhibits shall have the meanings defined in this paragraph.

2.1 "Articles" means the Articles of Incorporation of the Association, as amended from time to time.

2.2 "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time is assessed against the Unit Owner.

2.3 "Association" means Parkside of One Bayshore Condominium Association, Inc., a Florida not-for-profit corporation, and its successors, the entity that is responsible for the operation of the Condominium.

2.4 "By-Laws" means the by-laws for the government of the Association and the Condominium as they exist from time to time.

2.5 "Commercial Condominium" means Parkside Commercial Condominiums as created by that Declaration of Condominium of Parkside Commercial Condominiums recorded or to be recorded in the Public Records of the County, and which is located on the ground floor of the Parkside Building. The location of the Commercial Condominium is depicted on Exhibit "B" hereto and identified thereon as First Floor Retail Area "A", Retail Area "B" and Patio. The Commercial Condominium is not submitted to the condominium form of ownership by this Declaration.

- 2.6 "Commercial Unit" means a condominium unit within the Commercial Condominium.
- 2.7 "Commercial Unit Owner" means the record owner of legal title to a Commercial Unit.
- 2.8 "Common Elements" means the portions of the Condominium Property which are not included in the Units, and the items set forth in paragraph 3.5 hereof whether or not located within a Unit.
- 2.9 "Common Expenses" means the expenses for which the Unit Owners are liable to the Association including the expenses of the operation, maintenance, repair or replacement of the Common Elements, the cost of carrying out the powers and duties of the Association, the Master Association Assessments, and all expenses and assessments properly incurred by the Association for the Condominium and the Unit Owners.
- 2.10 "Common Surplus" means the excess of all receipts of the Association, including but not limited to assessments, rents, profits and revenues on account of the Common Elements, over the amount of Common Expenses.
- 2.11 "Condominium" means The Parkside of One Bayshore, a Condominium as created by this Declaration, and all amendments to this Declaration.
- 2.12 "Condominium Act" means Chapter 718 of the Florida Statutes, as amended to the date hereof.
- 2.13 "Condominium Property" means all the property, both real and personal, submitted to the condominium form of ownership by this Declaration and any additional property submitted by amendments to this Declaration.
- 2.14 "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which are appurtenant to the Unit.
- 2.15 "County" means Hillsborough County, Florida.
- 2.16 "Declarant" means Parkside Development, LLC, a Florida limited liability company, having its address at 400 South Tryon Street, Suite 1300, Charlotte, North Carolina, 28201-1003, and any successor or assign of the Declarant to whom the Declarant's rights and obligations hereunder have been specifically assigned.
- 2.17 "Declaration" means this Declaration of Condominium of The Parkside of One Bayshore, a Condominium as the same may be amended from time to time.
- 2.18 "Institutional First Morigagee" means banks, savings and loan associations, insurance companies, credit unions, VA and FHA approved mortgage lenders, the Federal National Mortgage Association, and governmental agencies that hold, insure or guaranty first mortgage loans made by such lenders, their successors and assigns as the holders of first mortgages on portions of the Condominium Property.
- 2.19 "Insurance Trustee" shall have the meanings set forth in paragraph 8.5 hereof.
- 2.20 "Limited Common Elements" means those Common Elements that are reserved from time to time for the use of a certain Unit or Units to the exclusion of other Units.
- 2.21 "Master Association Assessment" means a share of the funds required for the payment of Shared Expenses, which from time to time is assessed against the Association.
- 2.22 "Master Declaration" means that Declaration of Covenants, Easements and Restrictions for One Bayshore recorded or to be recorded in the Official Public Records of Hillsborough County, Florida. The following definitions are contained in the Master Declaration:

(a) "Common Areas" means all property, if any, from time to time owned by the Master Association for the common use and enjoyment of the owners and occupants, together with all improvements, fixtures, and tangible personal property now or hereafter situated thereon and all appurtenant easements.

(b) "Common Maintenance Areas" means all property or areas providing common use or benefit to more than one Parcel within the Property (including all improvements, fixture and tangible personal property located thereon) designated by the Declarant or the Master Association pursuant to this Declaration as an area to be maintained by the Master Association.

(c) "Master Association" means One Bayshore Master Association, Inc., a Florida not-for-profit corporation, and its successors, the entity that is responsible for the management, maintenance, repair and operation of the Shared Facilities, the Common Areas and Common Maintenance Areas of One Bayshore.

2.23 "One Bayshore" means that multi-use planned unit development described in City of Tampa Ordinance # ZOO-073, as amended from time to time and as developed by the declarant of the Master Declaration.

2.24 "Parkside Building" means that building located at 275 Bayshore Boulevard, Tampa, Florida 33606, depicted on Exhibit "B" hereto and in which are located the Condominium and the Commercial Condominium.

2.25 "Reasonable Attorneys' Fees" means reasonable fees incurred 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 all fees incurred in administrative, trial or bankruptcy proceedings and all appellate review of the same.

2.26 "Shared Expenses" means the expenses for which the Association is liable to the Master Association under the Master Declaration, including the expense of the operation, maintenance, repair or replacement of the Shared Facilities, the Common Areas, and the Common Maintenance Areas, the cost of carrying out the powers and of duties of the Master Association, and all expenses and assessments properly incurred by the Master Association under the Master Declaration, including the maintenance of reserves.

2.27 "Shared Facilities" means those areas and components of One Bayshore and adjacent areas or components for which the Master Association is responsible for operation, maintenance, repair and replacement under the Master Declaration.

2.28 "Surface Water or Stormwater Management System" means a system which is designed and constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.29 "Unit" means a part of the Condominium Property that is subject to exclusive ownership as described in paragraph 3.4 of this Declaration.

2.30 "Unit Owner" or "Owner of Unit" means the record owner of legal title to a Condominium Parcel.

2.31 "Utility Services" means all utility services typically provided to a residential dwelling unit including but not limited to electricity, telephone, water, wastewater disposal, natural gas or liquified petroleum, cable television and communication systems.

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

3.1 Survey, Plot Plan and Graphic Description. A survey of the land described in Exhibit "A" and a graphic description of the proposed improvements located thereon are attached hereto as Exhibit "B" and by this reference incorporated herein, which together with the provisions of this

Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions.

3.2 Certificate of Surveyor. Construction of the Condominium is substantially complete. Attached hereto as Exhibit "C" is a certificate of a surveyor authorized to practice in the State of Florida stating that the exhibits referred to in subparagraph 3.1 together with the wording of Declaration are a correct representation of the improvements described, and that the construction of the improvements described has been substantially completed, or as to substantially completed buildings or Units within the Condominium, that all planned improvements, including landscaping, Utility Services and access to Units, and Common Element facilities servicing such Units have been substantially completed so that there can be determined therefrom the identification, location and approximate dimensions of the Common Elements and Limited Common Elements, if any, and of each Unit.

3.3 Easements. Each of the following non-exclusive easements is reserved through the Condominium Property as 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 Condominium Property from the Condominium.

(a) Support. An easement for support in all structural portions of the Parkside Building as is necessary for the support of the Parkside Building and all improvements, fixtures and equipment that serve the Condominium Property.

(b) Utilities. An easement for conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services, trash removal and drainage to one or more Units or the Common Elements. Provided, however, unless otherwise approved in writing by the Unit Owner, easements through or across a Unit shall be limited to those areas shown for such items on the approved final plans and specifications for construction of the Unit or the Parkside Building, or as the Unit or Parkside Building is actually constructed.

(c) Ingress and Egress. A non-exclusive easement for pedestrian traffic over, through and across sidewalks, paths, lobbies, stairways, walkways, and like passageways that may from time to time exist upon the Common Elements, and a nonexclusive easement for the vehicular traffic and parking over, through and across the driveways, parking garage ramps and lanes, and such other portions of the Common Elements as may be from time to time paved and intended for such purposes, but this easement shall not give or create in any person the right to park upon any portion of the Condominium Property not designated as a parking area.

(d) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit or upon any of the above described easements 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.

(e) Declarant. All rights and easements necessary or convenient to complete the development of the Condominium, the Commercial Condominium, and the One Bayshore development are reserved to the Declarant until such time as Declarant has; (i) completed all of the improvements contemplated by this Declaration and the One Bayshore development; (ii) sold all of the Units contained within the Condominium Property, (whether or not unsold Units are being held for sale in the ordinary course of business); and (iii) terminated its rights to use unsold Units as a sales office or as model display units for the sale of Units in the Condominium. These easements include, but are not limited to easements for ingress and egress, the establishment, modification and use of new or existing right-of-ways and parking areas and the installation or modification of Utility Services, including the right to grant utility easements to governmental authorities or public or private utilities companies. These easements are hereby reserved and shall exist through and over the Condominium Property as may be required by the Declarant for the completion of the contemplated improvements, the sale of the Units, and the use of sales offices and model display units for the purposes indicated. Neither the Unit Owners nor the Association, nor their use of the Condominium

property, shall interfere in any way with such completion, sale or use of any portion of the Common Elements or of a Unit owned by Declarant.

3.4 Units. Each Unit includes that part of the building that lies within the boundaries of the Unit, except those Common Elements located within the boundaries as described in Section 3.5. The boundaries of each Unit 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 perimeter boundaries:

(1) Lower - the lower boundary shall be the horizontal plane of the upper surface of the structural slab that serves as the floor of the Unit;

(2) Upper - the upper boundary of a Unit shall be the horizontal plane of the unfinished lower surface of the structural slab that serves as the ceiling of the Unit;

(b) Perimeter Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the unfinished interior surface of the party walls or building walls bounding the Unit extended to the intersection with each other and with the upper and lower boundaries.

(c) Windows and Doors. Where there are windows, doors or skylights in any boundary, such boundaries shall be extended to include the interior unfinished surfaces of such windows, doors or skylights, including all framing and casings thereof.

3.5 Common Elements. The Common Elements include the land and air space and all of the parts of the Condominium Property not within the Units as defined in Section 3.4, and the following items whether or not located within a Unit:

(a) Easements through Units for conduits, pipes, ducts, plumbing, wiring, and other facilities that furnish Utility Services to one or more Units or the Common Elements as described in paragraph 3.3(b);

(b) The property and installations required for furnishing of Utilities Services to more than one Unit or to the Common Elements.

(c) An easement of support in every component of the Parkside Building, including Units, that contributes to the support of the Parkside Building, and the foundation, load bearing walls, structural slabs, columns, girders, beams and exterior walls, including all such components located within the Commercial Condominium that contribute to the support of the Parkside Building;

(d) Fire escapes, elevators and elevator equipment, elevator lobbies, trash chutes, electrical, mechanical and fire equipment and the areas in which located, common stairways, entrances and exits, and other areas designated as Common Elements on Exhibit "B".

3.6 Limited Common Elements. The following structures, equipment and areas are designated as Limited Common Elements for the exclusive benefit of particular Unit appurtenant to each such item:

(a) Any structure, improvement or equipment attached to the exterior walls of the building that serves only the particular Unit adjacent to such structure, including without limitation balconies, porches, patios and terraces attached to the Unit;

(b) The heating, ventilation and air conditioning equipment serving one Unit only and the conduits, wires, ducts, and pipes connecting the HVAC equipment to the Unit regardless of the location of such equipment within the Parkside Building and all replacements and additions thereto;

(c) The conduits, ducts or pipes supplying natural gas or liquified petroleum to fireplaces located within Units and the chimneys; vents or flues providing ventilation and exhaust for the chimneys.

(d) All structures, equipment or areas designated as Limited Common Elements on Exhibit "B".

3.7 Amendment of Plans.

(a) Alteration of Unit Plans. Declarant reserves the right to change the size, square footage, interior design, style and arrangement of Units, and to alter the boundaries between Units or the Common Elements, provided that Declarant owns the affected Units and provided further that Declarant complies with the provisions of the Condominium Act. No such change shall increase the number of Units without an amendment of this Declaration approved by the Unit Owners, and Institutional First Mortgagees in the manner elsewhere provided. If Declarant shall make any changes in Units so authorized, such changes shall be reflected by an amendment to this Declaration, except that changes in the elevations, interior design, or exterior appearance, style or arrangement of the Units need not be reflected by an amendment to this Declaration. If more than one Unit is concerned, the Declarant shall apportion between the Units the shares in the Common Elements and Common Expenses that are appurtenant to the Units concerned.

(b) Amendment of Declaration. An amendment of this Declaration reflecting such alteration of the Units by Declarant or the designation of Limited Common Element areas, if any, contemplated by this Declaration, need be signed and acknowledged only by the Declarant and need not be approved by the Association, other Unit Owners, or lienors or mortgagees of other Units or of the Condominium, whether or not such signatures are elsewhere required for an amendment; provided, however, the foregoing right shall not change the percentage of any Unit Owner's proportionate share of the Common Expenses or Common Surplus or voting rights, unless consented to in writing by such Unit Owner and any Institutional First Mortgagee holding a mortgage on said Unit.

3.8 Commercial Condominium.

(a) Building Common Areas. This Condominium and the Commercial Condominium share certain common facilities within the Parkside Building, referred to as Building Common Areas, as follows: (i) those portions of the parking garage driveways and ramps identified on Exhibit "B" as "Public Parking Areas"; (ii) Utility Service areas, including the electrical and mechanical rooms; (iii) the fire pump and fire command center rooms; (iv) the trash chutes and trash compactor room; (v) elevator lobbies and the elevator serving the first and second floors of the Parkside Building; and (vi) all other areas identified as "Common Building Areas" on Exhibit "B." The Association shall be responsible for the operation, maintenance, repair and replacement of the Building Common Areas, notwithstanding that portions thereof may be located within the Commercial Condominium. The cost of the operation, maintenance, repair and replacement of the Building Common Areas, including reserves for deferred maintenance or replacement, shall be included in the annual budget prepared by the Association as part of the Association's annual budgetary process, which shall be provided to the Commercial Condominium Association. Notices of all meetings of the Association and the Board of Directors of the Association at which matters relating to the Building Common Areas or the budget for the Building Common Areas are on the agenda shall be provided to the Commercial Condominium Association in the same manner as provided in the Association's By-Laws. All such meetings of the Association or the Board of Directors shall be open to the Commercial Condominium Association and the Commercial Unit Owners, who shall have the right to speak at the meetings in the same manner as Unit Owners. The cost of the operation, maintenance, repair and replacement of the Building Common Areas, including reserves, shall be allocated ninety percent (90%) to this Condominium and ten percent (10%) to the Commercial Condominium. Provided however, without the written agreement of the Commercial Condominium Association: (i) there shall be no expansion or reduction in the services provided by Association to the Common Building Areas; and (ii) there shall be no special assessments for capital improvements to the Common Building Areas; and (iii) the amount payable by the Commercial Condominium Association or the Commercial Condominium

Unit Owners shall not increase by more than fifteen percent (15%) of the amount payable during the preceding fiscal year. The cost allocated to this Condominium shall be a Common Expense. The cost allocated to the Commercial Condominium plus five percent (5%) of the Association administrative costs and management fees shall be billed to the Commercial Condominium Association and shall be payable to the Association in installments in the same manner as payable by Unit Owners in this Condominium. The Association shall have all remedies available under Florida law for collection of the amounts payable by the Commercial Condominium Association.

(b) Condominium Easements. The Commercial Condominium shall be subject to and shall have the benefit of the easements set forth in paragraph 3.3 hereof, except the easements for ingress, egress and parking shall be limited to areas identified on Exhibit "B" as Common Parking Areas.

(c) Building Common Area Easements. This Condominium and the Commercial Condominium shall be subject to and shall have the benefit of easements for the use of the Building Common Areas for their intended purpose in accordance with the approved final plans and specifications for the Parkside Building.

3.9 Master Declaration. The Condominium Property is subject to the Master Declaration and all Unit Owners and the Association shall observe and comply with the provisions of the Master Declaration. The Association is the member of the Master Association and the sole representative of the Unit Owners of this Condominium in the Master Association. The Master Association Assessments are Common Expenses of this Condominium and shall be identified as a separate line item in the Association's annual budget.

4. Undivided Share of Common Elements and Common Expenses. The undivided percentage share in the Common Elements, Common Expenses and Common Surplus has been allocated to each Unit based on the ratio of the overall approximate square footage of each Unit compared to the overall approximate square footage of all Units in the Condominium, and then, in some cases, adjusted slightly to result in exactly a one hundred percent (100%) total allocation. The percentage shares allocated to the Units are set forth on Exhibit "D" hereto.

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 and the Limited Common Elements shall be the responsibility of the Association and the expenses associated therewith shall be designated a Common Expense.

(b) Alteration and Improvement. After the completion of the improvements including the Common Elements contemplated by this Declaration there shall be no material alteration or further improvement of the real property constituting the Common Elements without prior approval in writing by the Owners of not less than seventy-five percent (75%) of the undivided shares in the Common Elements, and if such Common Elements are also Building Common Areas, then not without prior approval of seventy-five percent (75%) of the undivided shares of the Common Elements of the Commercial Condominium. Any such alteration of improvements shall not interfere with the rights of any Unit Owners without their consent. 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.

(c) Surface Water or Stormwater Management System.

(1) The Master Association shall be responsible for the maintenance, operation and repair of the Surface Water or Stormwater Management System. Maintenance of the Surface Water or Stormwater Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as

permitted by the Florida Department of Environmental Protection. Any repair or reconstruction of the Surface Water or Stormwater Management System shall be as permitted or, if modified, as approved by the Florida Department of Environmental Protection.

(2) The Master Association shall have a perpetual non-exclusive easement over all areas of the Surface Water or Stormwater Management System for access to operate, maintain or repair the system. By this easement, the Association shall have the right to enter upon any portion of Condominium Property which is a part of the Surface Water or Stormwater Management System, at a reasonable time and in a reasonable manner, to operate, maintain or repair the Surface Water or Stormwater Management System as required by the Florida Department of Environmental Protection permit. Additionally, the Association shall have a perpetual non-exclusive easement for drainage over the entire Surface Water or Stormwater Management System. No person shall alter the drainage flow of the Surface Water or Stormwater Management System, without the prior written approval of the Florida Department of Environmental Protection.

5.2 Units.

(a) By Association. The Association shall maintain, repair and replace as a Common Expense:

(1) All portions of a Unit and the Limited Common Elements appurtenant thereto contributing to the support of the building, which portions shall include but not be limited to load-bearing columns and load-bearing walls, but shall not include surfaces of same.

(2) All chases, conduits, ducts, plumbing, wiring, chimneys, chimney flues 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 service part or parts of the Condominium other than the Unit within which contained.

(3) All incidental damages caused to a Unit by such work shall be promptly repaired by the Association.

(4) The Association shall contract with a licensed pest control operator to provide regular treatment for the control of household pests.

(b) By the Unit Owner. It shall be the responsibility of the Unit Owner:

(1) To regularly maintain, repair, replace, and keep in an attractive condition at his sole and personal expense all portions of his Unit and Limited Common Elements appurtenant to his Unit, if any, (except the portions of the Unit or Limited Common Elements specifically to be maintained, repaired and replaced by the Association) whether located on the exterior or interior of the Owner's Unit, including but not limited to, all doors, windows, glass (except exterior glass that forms a part of the exterior of the building), screens, electric panels, electric outlets and fixtures, doorbells and doorknockers, air-conditioners, heaters, HVAC pipes, lines, wiring, ducts and equipment, chimneys and flues, natural gas or liquified petroleum lines, hot water heaters, refrigerators, dishwashers, other appliances, drains, plumbing fixtures and connections servicing his Unit only, interior surfaces of all walls, floors and ceilings. Any maintenance involving the painting, alteration, replacement or repair of any item visible from the exterior of the Unit shall be subject to approval of the Association.

(2) Not to enclose or otherwise alter the appearance of any portion of the exterior of the building in which the Unit is located including Limited Common Elements appurtenant to the Unit (including changes in paint or stain color) without the prior written approval of the Association.

(3) To promptly report to the Association any defects or need for repairs which are the maintenance responsibility of the Association.

(c) Alteration and Improvement: Subject to the other provisions of 5.2 and which in all cases shall supersede and have the priority over the provisions of this subsection when in conflict therewith, a Unit Owner may make such alteration or improvement to the 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 Unit boundary wall, exterior wall, balcony, porch or patio, screening, exterior door, windows, structural or load-bearing component, electrical service or plumbing service, without first obtaining approval in writing of the Association. All alterations and improvements must be in compliance with all building codes. No alteration may cause an increase in any insurance premium to be paid by the Association or other Unit Owners.

(d) Failure of Unit Owner to Repair. The Association may enter into any Unit upon reasonable notice and during reasonable hours to inspect the Unit and, if needed, to perform the maintenance, repair or replacement activities for which the Association is responsible, or for making emergency repairs or alterations necessary to prevent damage to the Common Elements or to another Unit or Units, or to perform those maintenance responsibilities of the Unit Owner which the Unit Owner, after reasonable notice, has failed to perform. All costs of such repairs or maintenance which are the responsibility of the Unit Owner plus twenty percent (20%) shall be the personal financial obligation of the Unit Owner, and the Association shall have all remedies available at law or equity to enforce the reimbursement obligation of the Unit Owner. The Association shall not, in exercising its rights hereunder, be liable to a Unit Owner for trespass or otherwise for entry into a Unit in accordance with this subsection.

5.3 Utility Services. The Association shall be responsible for and shall pay as a Common Expense the maintenance, repair and replacement of the lines, pipes, conduits, wiring and related equipment and facilities providing Utility Services to the Condominium from the master service connection with the utility company to the individual service connections for each Unit. Each Owner shall be responsible for the cost of maintaining, repairing or replacing such facilities from the individual service connection serving his Unit only. If the individual service connections serving one Unit only are located in the Common Elements, the Unit Owner must obtain the Association's approval of the proposed maintenance or repair work prior to commencement of the work, and the Association may require the use of contractors approved by the Association. The Unit Owner shall also be responsible for all cost of restoring damage to the Common Elements. The foregoing includes by way of example:

(a) The Association shall be responsible for the cost of maintenance of water, sewer, telephone and electric lines and facilities serving the Common Elements or more than one Unit whether located on-site or within off-site utility easements granted for the benefit of the Condominium Property if such facilities are not maintained by the utility companies providing such utility services or by the Master Association under the Master Declaration; and

(b) The Owner shall be responsible for the cost of maintenance of utility facilities, such as electric, plumbing and gas lines that may be located within the Common Elements of the Condominium, if such facilities serve his Unit only.

6. Assessments. The making and collecting of assessments against Unit Owners for Common Expenses 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, as set forth in paragraph 4 hereof, but the same shall not vest or create in any Unit Owner the right to withdraw or receive distribution of his share of the Common Surplus. It shall be the personal obligation of each Unit Owner to pay the Association all assessments levied against his or her Unit during the Unit Owner's period of ownership.

6.2 Payments. Assessments and installments thereon paid on or before fifteen (15) days after the day when the same shall become due shall not bear interest, but all sums not so paid on or before fifteen (15) days after the same are due shall bear interest until paid at the rate from time to time established by the Board of Directors, not to exceed the maximum lawful rate nor to be less than twelve percent (12%) per annum. 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 all assessments or installments thereon payable during the next following three (3) month period to be immediately due and payable in full.

6.3 Lien for Assessments. The Association shall have a lien on each Unit for any unpaid assessments with interest, which lien shall also secure reasonable attorneys' fees incurred by the Association incident to the collection of such assessment or enforcement of such liens. This lien shall be effective upon recording in the Official Public Records of the County, a claim of lien in compliance with the Florida Statutes which shall continue in effect for a period of one year, and thereafter only if an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be signed and verified by an officer of the Association, or the Association's attorney at law. 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 may 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 a mortgagee or other purchaser of a Unit obtains title to the Unit as a result of the foreclosure of the mortgage or as a result of a conveyance in lieu of foreclosure of the mortgage, such acquirer of title, its successors and assigns, shall not be liable for the share of the 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, except as provided in the Condominium Act. 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 Declarant's Obligation to Pay Assessments.

(a) Except as provided in subsection 6.3 above and in this subsection, no Unit Owner may be excused from the payment of his proportionate share of the Common Expense unless all Unit Owners are likewise proportionately excused from such payment, except that the Declarant reserves the right to elect pursuant to Florida Statutes §718.116(9)(a)(2) to be excused from the payment of its share of the Common Expenses for those Units and in all respects during the period of time that it shall have guaranteed that the assessment for Common Expenses of the Condominium imposed upon the Unit Owners other than the Declarant shall not increase over a stated dollar amount per month per Unit, and shall have obligated itself to pay any amount of Common Expenses incurred during that period and not produced by the assessments at the guaranteed level receivable from other Unit Owners. The Declarant's guarantee, if elected, shall be stated in the purchase agreement for the sale of Units, in the Declarant's public offering statement for the sale of the Units or a written agreement between Declarant and a majority of Unit Owners other than Declarant.

(b) Pursuant to Florida Statutes §718.116(9)(a)(1), Declarant may elect to be excused from the payment of assessments on Units it owns for the period commencing on the recording date of this Declaration and terminating on the first day of the fourth month following the closing of the sale of the first Unit in the Condominium, provided that Declarant agrees to pay all Common Expenses during such period in excess of assessments against other Unit Owners. The Declarant's guarantee, if elected, shall be stated in the purchase agreement for the sale of Units, in the Declarant's public offering statement for the sale of the Units, or a written agreement between Declarant and a majority of Unit Owners other than Declarant.

6.5 Master Association Assessments. The amount of the Master Association Assessments levied by the Master Association, or amounts determined by the Board of Directors as reasonable estimates of same, shall be included in the annual budget prepared by the Association as Common Expenses.

7. Association. The operation of the Condominium shall be by the Association, 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 "E".

7.2 By-Laws. A copy of the By-Laws of the Association is attached as Exhibit "F". Paragraph 2 of the By-Laws sets forth the Unit Owner's membership and voting rights 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 Unit Owners or other persons.

7.4 Leaseholds, Memberships and Other Use Interests. In addition to the powers of the Association set forth in the Articles of Incorporation and By-Laws, the Association is authorized to enter into agreements, to acquire leaseholds, memberships, or other possessory or use interests in lands or facilities, that are intended to provide enjoyment, recreation or other use or benefit to the Unit Owners. Except for any contemplated agreements or interests described in this Declaration or any exhibit hereto, any such agreements entered into after the recording date of this Declaration are subject to the approval of a majority of the Unit Owners. Rentals, membership fees, maintenance fees, or other expenses incurred by the Association under such agreements shall be Common Expenses.

7.5 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units. Each Owner shall provide the Association or the management company designated by the Association with current keys to the Unit.

8. Insurance. Insurance shall be carried and kept in force at all times upon the Condominium Property and the property of the Unit Owners in accordance with the following provisions:

8.1 Authority and Duty of Association to Purchase. The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. All insurance policies upon the Condominium Property shall be purchased by or for the Association for the benefit of the Association, and in 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. The Association shall assist in the issuance of certificates of insurance to Unit Owners and their mortgagees. All insurance policies and endorsements thereon may, at the discretion of the Association, be deposited with the Insurance Trustee.

8.2 Authority of Unit Owners to Purchase. It shall not be the responsibility or duty of the Association to obtain insurance coverage for the personal liability, real or personal property or living expenses of any Unit Owner. It shall be the responsibility of each Unit Owner to obtain at his expense condominium Unit Owner's insurance coverage including insurance for improvements and betterments to the Unit made or acquired at the expense of the Owner and coverage for wall and floor coverings, window treatments, electrical fixtures, appliances, HVAC equipment, water heaters, built-in cabinets and countertops and other items excluded from Association insurance coverage by Florida Statutes 718.111(11)(b), as amended from time to time. The Unit Owner's insurance shall comply with the provisions of the Condominiums Act as amended from time to time, and shall not be of a nature to affect policies purchased by the Association. Such insurance shall be written by the same carrier as that purchased by the Board of Directors pursuant to this Article or shall provide that it shall be without rights of subrogation or contribution against the Association or other Owners. Unit Owners shall furnish the Association copies of all insurance policies obtained by them.

8.3 Coverage. The Association shall use its best efforts to obtain the insurance coverage described herein from companies rated B Plus 8 or better by A.M. Best's Company, or at the next

highest available rating if the coverage cannot reasonably be obtained from a company rated B Plus 8, through a licensed Florida insurance agent or broker.

(a) Property Damage. All buildings and improvements located on the Condominium Property and all insurable property of the Association shall be insured in an amount determined annually by the Board of Directors, to the extent such items are customarily insured or insurable, as determined by the Board of Directors of the Association. Pursuant to Florida Statutes 718.111(11)(b) as amended from time to time, the word "building" and "improvements" does not include wall, floor and ceiling coverings, electrical fixtures, appliances, HVAC equipment, water heaters, built-in cabinets and window treatments. Such coverage shall afford protection against such risks as from time to time shall be customarily covered with respect to improvements similar in construction, location and use as the improvements on the land, including but not limited to:

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

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including but not limited to vandalism and malicious mischief, and flood and water damage, if the Condominium is at any time located in a designated flood hazard area.

(b) Public Liability Insurance. Comprehensive general liability insurance providing coverage for property damage, bodily injury and death in amounts not less than One Million Dollars (\$1,000,000.00) per occurrence or such greater amounts and such additional coverage as may be determined by the Board of Directors of the Association with a cross liability endorsement to cover liabilities of Unit Owners as a group to a Unit Owner, and also with waiver of the insurer's right of subrogation, if reasonably available.

(c) Automobile. Liability for bodily injury and property damage for all owned and non-owned motor vehicles used in Association business with limits of protection and coverage as determined annually by the Board of Directors.

(d) Workmen's Compensation. The Association shall carry workmen's compensation coverage necessary to meet the requirements of law.

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

(f) Other. The Association may, at its option, purchase demolition insurance in adequate amounts to cover demolition in the event of destruction and the decision not to rebuild. The Association may also purchase and maintain insurance on commonly owned personal property and such other insurance as it may deem necessary.

8.4 Premiums. Premiums for insurance purchased by the Association shall be a Common Expense. Premiums shall be paid by the Association.

8.5 Insurance Trustee and 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 (without naming them) and shall provide that all proceeds in excess of Fifty Thousand Dollars (\$50,000) covering property losses shall be paid to an Insurance Trustee, which shall be a bank or financial institution with trust powers and qualified to do business in the State of Florida or an attorney licensed to practice law in the State of Florida, as may from time to time be designated by the Board of Directors of the Association, or in the absence of such designation or as to proceeds less than Fifty Thousand Dollars (\$50,000), then the Board of Directors of the Association, acting 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 Association, 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 the Unit Owners of the Condominium, such shares being the same as the share upon termination as shown on Exhibit "D" attached hereto.

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

(1) When the building is 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 building is not to be restored for the Owners of Units in such building, in undivided shares being the same as their respective shares upon termination as shown on Exhibit "D".

(c) Mortgages. In the event a mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired except as provided in 9.1(b)(1) and (2).

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

(a) Expenses of Trustee. If the Insurance Trustee is other than the Board of Directors, then 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 beneficial 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 beneficial 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, the Insurance Trustee, if other than the Board of Directors, 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 current Unit Owners and their respective shares of the distribution.

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 the building containing such Common Element extend to the Units, in which case the provisions of 9.1(b) shall apply.

(b) Building.

(1) Partial Destruction - If the damaged improvement is one of the buildings and less than ninety percent (90%) of the amount of insurance applicable to such building is forthcoming by reason of such casualty, then the building shall be reconstructed and repaired unless seventy-five percent (75%) of the Unit Owners of Units and all holding first mortgages upon Units contained within such building shall agree in writing that the same shall not be reconstructed or repaired.

(2) Total Destruction - If the damaged improvement is one of the buildings and ninety percent (90%) or more of the amount of casualty insurance applicable to such building is forthcoming by reason of such casualty, the building shall not be reconstructed or repaired unless within sixty (60) days after casualty seventy-five percent (75%) of the Owners of the Units and all holding first mortgages upon Units contained within such building shall agree in writing that the same shall be reconstructed or repaired.

(c) Certificate. If other than the Board of Directors, the Insurance Trustee may rely upon a certificate of the Association made by its President and Secretary or managing agent to determine whether the Unit Owners have made a decision whether or not to reconstruct or repair.

9.2 Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications of the original building and improvements; or if not, then according to plans and specifications approved by the Board of Directors of the Association and if the damaged property is a building containing Units, by the Owners of all damaged-Units therein, which approvals 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 Owners 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 any time during or after reconstruction and repair the funds for payment of the cost of reconstruction and repair are insufficient, assessments shall be made against Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such assessments on account of damage to Common Elements shall be against all Unit Owners in proportion to the Owner's share in the Common Elements. Such assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units.

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 assessments made by the Association to provide funds for the payment of reconstruction and repair which is the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), then the sums paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and shall disburse the same in payment of the costs of reconstruction and repair.

(b) Insurance Trustee. The proceeds of insurance collected on account of a casualty and the sums deposited with the Insurance Trustee by the Association from collection of assessments against Unit Owners 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 Insurance Trustee to the Unit Owner, or if there is a mortgagee endorsement as to such Unit, then to the Unit Owner and the mortgagee jointly, who shall use such proceeds to repair the Unit.

(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 Fifty Thousand Dollars (\$50,000.00), then the construction fund shall be held and disbursed by the Association in payment of such costs.

(3) Association - Major Damage - If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Fifty Thousand Dollars (\$50,000.00), 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 or engineer qualified to practice in the state 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 beneficial owners of the fund in the manner elsewhere stated; except that part of a distribution to a beneficial owner up to the amount of assessments paid by such owner into the construction fund shall not be made payable to any mortgagee.

(5) Certificate - Notwithstanding the provisions herein, the Insurance Trustee, if other than the Board of Directors of the Association, 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 made 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, if other than the Board of Directors of the Association, may rely upon a certificate of the Association made by its President and Secretary as to any or all 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.

10. Use Provisions. The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists and the buildings in useful condition exist upon the land:

10.1 Units. The Condominium Property shall be used only as a residential community. Except for the development of the Condominium and the sale of Units by the Declarant, no trade, business, or profession of any kind may be conducted in, on, or from any Unit or the Condominium Property. The foregoing does not prohibit the use of a so-called "home office," provided that such use does not involve the regular attendance or entry of non-residents to the Unit and does not otherwise diminish the residential character of the Condominium. The letting, renting, or leasing of Units for residential purposes shall not constitute a trade or business. However, a Unit may not be used as more than one (1) dwelling unit.

10.2 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 Units and the Commercial Condominium to the extent of the Building Common Areas.

10.3 Leasing. Only entire Units may be rented provided the occupancy is only by the tenant and their servants and non-paying social guests and the lease term is not less than twelve (12) months. Notwithstanding any lease provisions to the contrary, all unit leases shall be deemed to include the leasing and the use and enjoyment of the Common Elements during the term of the lease. All leases shall be on forms approved by the Association and shall require that the tenant comply with all provisions of this Declaration, the Articles of Incorporation, By-Laws of the Association, the Rules and Regulations, or other applicable provisions of any law, agreement, or instrument affecting the Condominium. The Unit Owner will be jointly and severally liable with the tenant to the Association for any amount which is required by the Association to repair any damage to the Common Elements resulting from acts or omissions of the tenants or his or her family members, guests, invitees, agents or contractors (collectively the "tenant") as determined in the sole discretion of the Association or to pay any claim for injury or damage to property caused by the negligence or intentional misconduct of the tenant. Assessments may be levied against the Unit for such amounts. In addition, the Association may require a prospective tenant to place a security deposit in an amount not to exceed the amount of one month's rent into an escrow account maintained by the Association to secure the tenant's obligation to reimburse the Association for damage to the Common Elements or to pay fines for violations by the tenant or other occupants of the Unit. Prior to occupancy by the tenant, the Unit Owner or tenant shall provide a copy of the fully executed lease, the anticipated occupancy date, and any security deposit required by the Association. No rooms may be rented and no transients may be accommodated in a Unit. The Association may promulgate further rules and regulations regarding leasing. An amendment of this paragraph shall require the written consent of not less than eighty percent (80%) of the total voting interests of all Unit Owners.

10.4 Regulations. Reasonable regulations concerning the use of the Condominium Property may be made and amended from time to time by the Association as 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 and residents of the Condominium.

10.5 Parking Spaces and Storage Spaces. The parking spaces and storage spaces shown on Exhibit "B" hereto are part of the Common Elements of the Condominium and specific parking spaces or storage spaces have not been designated as Limited Common Elements appurtenant to particular Condominium Parcels.

(a) Assignment of Parking Spaces and Storage Spaces. Declarant, however, retains the right to assign the exclusive use of one or more parking spaces and one or more storage spaces to particular Units. Declarant shall be entitled to any consideration paid for the initial assignments. Declarant's right to assign parking spaces and storage spaces shall continue until Declarant closes the sale of all Condominium Parcels or assigns its rights hereunder to the Association. Thereafter the Association shall have the right to assign unassigned parking spaces and storage spaces provided that the Association may not change Declarant's assignments without the consent of the Owner of the Unit to which such spaces have been assigned. Parking spaces and storage spaces may be assigned only to Units within the Condominium, and may be transferred only among Unit Owners. Parking spaces, if assigned or transferred, must be assigned so that every Unit shall at all times have not less than one (1) parking space which is assigned to it exclusively, and the right to which is automatically transferred at the time of the sale or transfer of the Unit. Maintenance of storage spaces, garages and outdoor parking areas, whether or not assigned to a particular Unit, is declared to be a Common Expense, and the expenses incident to the same shall be divided among all of the Unit Owners as are other Common Expenses.

(b) Procedure for Assignments. The assignment of a parking space or storage space shall be made by describing the particular spaces in a document entitled "Assignment of Use of Parking Space and/or Storage Space". The Association shall maintain a book for the purpose of listing each assignee of each parking space and storage space and the transfers thereof (the "Book"). Upon assignment of a parking space or a storage space, the Declarant shall cause the Association to record its transfer in the Book. Upon transfer of title to the Unit to which an assignment of spaces has been made, it shall be assumed that the transfer included the transfer of the assigned parking space and/or storage space, unless the Association receives a written notice from the seller and buyer of the Unit indicating otherwise. In the event two (2) or more Owners wish to exchange parking or storage spaces, all Owners affected shall execute and deliver a transfer of spaces to the Association in the

form reasonably required by the Association. Upon receipt, the Association shall record the transfer in the Book. Any other method of assignment or transfer, including recordation in the Public Records of the County, shall not be binding on the Association or third parties, although the Association may (but is not required to) recognize another method of assignment if it substantially conforms to the foregoing and a copy is delivered to the Association.

10.6 Pets. No pets or animals shall be kept or maintained in or about the Condominium Property except only dogs, cats and small caged birds, hereinafter referred to as "Pets". No reptiles, amphibians or wildlife of any kind shall be kept anywhere within the Condominium Property. A conditional license to maintain two (2) Pets, as defined above, in the owner's Unit, is granted to Owners only (tenants are not permitted to keep pets), subject to the following conditions and reservations:

(a) Dogs must be kept on a leash at all times while on the Common Elements.

(b) Pets must not be curbed near the walkways, shrubbery, gardens or other public spaces, but only in designated pet walk areas. Owners of Pets are required to clean up after Pets when unable to reach designated pet walk areas.

(c) An owner is fully responsible for any damage to person or property caused by his Pet. In the event of any damage to the Condominium Property caused by a Pet, the decision of the Board of Directors as to the amount of the damage shall be determinative and the Unit owner shall be subject to assessment by the Association for the amount of damage.

(d) Aquarium fish are permitted, but are not counted in the number of pets limitation.

This conditional license is subject to revocation and termination at any time by the Board of Directors upon their reasonable determination that such Pet is vicious or is a nuisance.

10.7 Exterior Areas. No signs or notices shall be posted or displayed within any public areas of the Condominium, except areas designated for such purposes by the Association. No Unit Owner shall cause anything to be attached to, or displayed on the exterior walls, doors, balconies, terraces or windows of the Parkside Building (including, but not limited to, awnings, signs, storm shutters, screens and window tinting, nor to plant or grow any type of plant life outside the Owner's Unit, without the prior written consent of the Association. None of the balconies or terraces that are contiguous to particular Units, and designated as Limited Common Elements under the Declaration, may be enclosed in any manner, without consent of the Association. Furthermore, no Unit Owner may alter the configurations of the terraces, or hang plants, draperies, screens, laundry or other items from them.

10.8 Proviso. Notwithstanding the foregoing, Declarant shall have the right and privilege to do all things necessary to develop the Condominium Property and the Commercial Condominium and sell the Units, including the right to use Units owned by it as a sales office or as model display units for the sale of Units in this Condominium.

11. Notice of Lien or Suit.

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

11.2 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 obtains knowledge thereof.

11.3 Failure to Comply. Failure to comply with this sub-section concerning liens will not affect the validity of any judicial suit.

12. Compliance and Default. Each Unit Owner shall be governed by and shall comply with the terms of this Declaration, the By-Laws and the Rules and Regulations adopted pursuant thereto, 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, the By-Laws and the Condominium Act. All rights, remedies and privileges shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be granted to such party by this Declaration, the By-Laws, or at law or in equity.

12.1 Enforcement. The Association is hereby empowered to enforce this Declaration, the By-Laws and Rules and Regulations of the Association, by such means as are provided by the laws of the State of Florida.

12.2 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any member of his family, his 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 and casualty insurance rates occasioned by use, misuse, occupancy or abandonment of a Unit or the Common Elements.

12.3 Costs and Attorney's Fees. In any proceeding arising because of an alleged failure of a Unit Owner to comply with the terms of the Declaration, By-Laws, and Rules and Regulations adopted pursuant thereto, 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.

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

12.5 Department of Environmental Protection. The State of Florida, Department of Environmental Protection shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water or Stormwater Management System.

13. Amendments.

13.1 General. Subject to the other provisions of the Declaration relative to amendment, this Declaration may be amended by the affirmative vote of two-thirds (2/3) of the Owners present in person or by proxy at a duly called meeting of the Association, but not less than fifty-one percent (51%) of the total votes in the Association; provided however, for so long as Declarant holds any Units for sale in the ordinary course of business, no amendment that would be detrimental to the sale of Units by the Declarant shall be effective without the joinder of Declarant. No amendment shall be passed which shall materially impair or prejudice the rights of Institutional First Mortgagees (unless required to comply with applicable law or the regulations of the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Department of Veterans Affairs, or other agency buying or insuring first mortgages) without the written approval of all such Institutional First Mortgagees affected by the amendment.

13.2 Declarant. During the time that the Declarant has the right to elect a majority of the Board of Directors, the Declarant may unilaterally amend this Declaration, the Articles, the Bylaws, or any of the other attached exhibits, except that the Declarant may not unilaterally amend any of the foregoing documents, if such an amendment would materially and adversely affect substantial property rights of Unit Owners, or if such amendment involves the matters set forth in paragraph 13.3 below. The foregoing includes, without limitation, the right to amend this Declaration for any of the following purposes.

(a) To accurately depict all of the Units, Common Elements, Limited Common Elements, or other improvements of the Condominium Property;

(b) To comply with the requirements of any statute, rule, regulation, permit, or approval of the federal, state, or local government, any government or quasi-governmental

agency, or any government-related corporation; including, without limitation, the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, or the provisions of the Fair Housing Act of 1968, as amended;

(c) To correct any typographical or scrivener's errors, or any conflicts or ambiguities between the various condominium documents or to properly effect the Declarant's intended development plan for the Condominium;

(d) To conform to the requirements of any institutional mortgagee or government agency willing to make, purchase, or insure mortgage loans secured by Units or any portion of the Condominium Property;

(e) For the purposes set forth in and pursuant to the provisions of Section 718.-104(4)(e), Florida Statutes; or

(f) For the purposes set forth in and pursuant to various sections of this Declaration that expressly reserve amendment rights to the Declarant.

Such amendments shall be effective without the joinder of the Association or any record Owner of any Unit, or the joinder of any owner of any lien thereon; provided, however, that no such amendment shall adversely affect the lien or priority of any previously recorded Institutional First Mortgage as it affects a Unit.

13.3 Proviso. Provided however, that no amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to the Unit or change the proportion or percentage by which the Unit Owner shares the Common Expenses and Common Surplus, unless the record Owner of the Unit concerned and all record owners of liens on the Unit join in the execution of the amendment, and unless the record owners of all other Units approve the amendment.

13.4 Requirement of Reasonable Consent. Whenever this Declaration, the Articles or By-Laws requires the consent, joinder or approval of any amendment by a Unit Owner or the holder of any mortgage or other lien, such consent, joinder or approval shall not be unreasonably withheld or delayed, unless the Declaration, the Articles or By-Laws expressly provide for such consent, joinder, or approval to be determined in the sole discretion of the Unit Owner or lien holder.

13.5 Surface Water or Stormwater Management System. Any amendment to this Declaration which alters any provision relating to the Surface Water or Stormwater Management System, beyond maintenance in its original condition, including the water management portions of the Common Elements, must have the prior approval of the Florida Department of Environmental Protection.

14. Termination. The Condominium may be terminated in the following manner:

14.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of all of the Owners of the Condominium and by at least sixty-seven percent (67%) of the record owners of mortgages upon Units therein owned by Institutional First Mortgagees that have received notice from the Association under paragraph 15 hereof.

14.2 Total Destruction or Taking of the Buildings. If the Condominium building or all of the Condominium buildings, if more than one (1), as a result of common casualty are damaged within the meaning of 9.1(b)(2) and it is decided as therein provided that such buildings shall not be reconstructed or repaired, or if taken by eminent domain, then the condominium form of ownership will thereby terminate without agreement and the following shall be effective: The Owners of the Units shall thereupon be the Owners, as tenants in common, of the Condominium Property, the insurance or eminent domain proceeds, and the assets of the Association. The shares of such tenants in common shall be as shown on Exhibit "D" attached hereto.

14.3 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 the facts affecting the termination, which certificate shall become effective upon being recorded in the Official Public Records of the County.

14.4 Amendment. This section concerning termination cannot be amended without consent of not less than eighty percent (80%) of the total voting interests of all Unit Owners.

15. Additional Rights of Institutional First Mortgagees. In addition to any rights provided elsewhere in this Declaration, any Institutional First Mortgagee or the holder, insurer or guarantor of any first mortgage on a Unit shall be entitled to receive from the Association any of the following items upon written request:

15.1 Annual Financial Statements of Association. To be furnished with at least one copy of the annual financial statement and report of the Association, including a detailed statement of annual carrying charges, or income collected, and operating expenses. The financial statement and report shall be furnished within ninety (90) days following the end of each fiscal year.

15.2 Notice of Meetings. To be given written notice by the Association of a meeting of the Unit Owners to be held for the purpose of considering any proposed amendment to this Declaration of Condominium, or to the Articles of Incorporation or By-Laws of the Association, which notice shall state the nature of the Amendment being proposed.

15.3 Notice of Defaults. To be given written notice of any default by any Owner of a Unit encumbered by mortgage in the performance of such mortgagor's obligations under the Declaration, Articles, By-Laws or Regulations which is not cured within sixty (60) days. The notice shall be given in writing and shall be sent to the principal office of such Institutional First Mortgagee, or other parties identified in this paragraph or to the place which it or they may designate in writing to the Association from time to time.

15.4 Insurance Endorsements. To be given an endorsement of the policies covering the Common Elements and Limited Common Elements requiring that such Institutional First Mortgagee or other parties identified in this paragraph be given any notice of cancellation or material modification provided for in such policy.

15.5 Examination of Books and Records. Upon reasonable notice, to examine the books and records of the Association including a current copy of the Declaration of Condominium and the Articles of Incorporation and By-Laws of the Association during normal business hours.

15.6 Notice of Casualty or Condemnation Loss. To be given written notice by the Association of any casualty or condemnation loss that affects a material portion of the Condominium Property or any Unit encumbered by its mortgage.

16. Severability. The invalidity in whole or in part of any covenant or restriction or any paragraph, subparagraph, sentence, clause, phrase or word or other provision of this Declaration, the Articles, the By-Laws, the Rules and Regulations of the Association, and any exhibits attached hereto, shall not affect the remaining portions thereof.

17. Intent. It is the intent of the Declarant to create a condominium pursuant to Chapter 718, Florida Statutes, as in effect on the date this Declaration is filed. Declarant reserves the right to amend this Declaration to the extent necessary to validly create a condominium, subject to the limitations set forth in Section 718.110(2). The condominium hereby created shall be governed in accordance with the several laws of the State of Florida, this Declaration, the Articles of Incorporation and the By-laws of the Association and all other instruments and exhibits attached to or made a part of this Declaration of Condominium.

18. Eminent Domain. If all or any part of the Common Elements shall be taken, injured, or destroyed by eminent domain, each Unit Owner shall be entitled to notice of such taking and to participate through the Association in all condemnation and other proceedings. Any damages shall be for the taking, injury, or destruction as a whole and shall be collected by the Association and distributed by it among Unit Owners in proportion to their respective undivided interests in the Common Elements or Limited Common Elements so taken, injured, or destroyed, except that such

funds as are deemed by the Board of Directors necessary or appropriate to be applied to the repair or restoration of property so injured or destroyed may be so applied.

19. Covenants Running with the Land. All provisions of this Declaration of Condominium and all attachments thereto shall be construed to be covenants running with the land and with any part thereof or interest therein, including but not limited to every Unit Owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound thereby.

6th IN WITNESS WHEREOF, the Declarant has executed this Declaration of Condominium this day of May, 2005.

Signed, sealed and delivered
in the presence of:

Parkside Development, LLC
a Florida limited liability company

Sasha Williams
Print Name: Sasha Williams

By: James C. Smith
James C. Smith, Manager

Pat Goldsboro
Print Name: PAT GOLDSBORO

STATE OF NORTH CAROLINA
COUNTY OF Wake

The foregoing instrument was acknowledged before me this 6th day of May, 2005, by James C. Smith, as a Manager of Parkside Development, LLC, a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____ as identification.

Allison Hughes
Notary Public, State of North Carolina
Allison Hughes
Print Name
My commission expires: 12/15/09
My commission number is: