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LAKE COUNTY
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FIRST AMENDED AND RESTATED

DECLARATION OF CONDOMINIUM

OF

VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

THE VILLAGES, FLORIDA

THIS FIRST AMENDED AND RESTATED DECLARATION is hereby executed by The Villages of Lake-Sumter, Inc. hereinafter referred to as ("Developer") this 10th day of OCTOBER 2007.

RECITALS

1. On the 7th day of December, 2001, Developer recorded in Official Records Book 2038, Pages 1528-1640, Public Records of Lake County, Florida, the Declaration of Condominium of Villas of Spanish Springs, a Condominium, hereinafter referred to as the "Original Declaration", thereby forming the Villas of Spanish Springs condominiums, hereinafter referred to as the "Condominium".

2. On the 23rd day of January, 2002, Developer recorded in Official Records Book 2060, Page 1053, Public Records of Lake County, Florida, the Amendment to Declaration of Condominium of Villas of Spanish Springs, a Condominium, The Villages, Florida, thereby amending certain terms of the Original Declaration.

3. On the 6th day of August, 2002, Developer recorded in Official Records Book 2153, Pages 2312 - 2313, Public Records of Lake County, Florida, the Second Amendment to Declaration of Condominium of Villas of Spanish Springs, a Condominium, The Villages, Florida, thereby further amending certain terms of the Original Declaration.

This document is being re-recorded to include Exhibits C through F.

4. At this time, Developer wishes to amend and restate the Original Declaration in accordance with the provisions of Florida Statute 718.110.

NOW, THEREFORE, Developer hereby further amends and restates the Original Declaration as follows:

THE VILLAGES OF LAKE-SUMTER, INC., herein called "Developer", on behalf of itself and its successors, grantees, and assigns, hereby makes this First Amended and Restated Declaration of Condominium, hereinafter referred to as the "Declaration":

1. **SUBMISSION TO CONDOMINIUM** -- The property located in Lake County, Florida, and described in attached *Exhibit "A"* together with all improvements located thereon, are hereby submitted to the condominium form of ownership pursuant to Chapter 718 Florida Statutes hereinafter referred to as the "Condominium Act". A survey of said lands located in Lake County, Florida and described in *Exhibit "A"* is attached as *Exhibit "B"*.

2. **NAME -- PLAN OF DEVELOPMENT** -- Developer has constructed a total of 47 single family residential units and associated improvements designated "Villas of Spanish Springs, a Condominium."

3. **NAME--ASSOCIATION** -- The name of the condominium association is "Villas of Spanish Springs Condominium Owners Association, Inc." This Association is incorporated as a not for profit Florida corporation.

4. **DEFINITIONS** -- The terms used herein will have the meanings stated in the Condominium Act and as follows, unless the context otherwise requires:

4.1. **“Amenities Fees”** -- A monthly fee or charge payable by Unit Owner to the Developer or its designee for the benefit and use of the recreational facilities and other amenities of The Villages not constituting part of the Condominium Property.

4.2. **“Assessment”** -- The share of the funds required for the payment of Common Expenses that is assessed against a Unit from time to time.

4.3. **“Association”** -- The Villas of Spanish Springs Condominium Owner’s Association, Inc., the not-for-profit corporation responsible for the operation of the Condominium. The Articles of Incorporation of the Association are attached as *Exhibit “C”* and the Bylaws of the Association are attached as *Exhibit “D”*.

4.4. **“Association Property”**-- All real or personal property owned or leased by the Association.

4.5. **“Board of Directors” or “Directors” or “Board”** -- The board of directors responsible for the administration of the Association.

4.6. **“Charge” or “Special Charge”**-- The obligation of a Unit Owner to pay or reimburse money to the Association that cannot be secured as an assessment pursuant to *F.S.* 718.116, but which will, if the charge is not paid, give rise to a cause of action against the Unit Owner pursuant to this Declaration.

4.7. **“Common Elements”** -- The portions of the property submitted to condominium ownership and maintenance which is not included in the Units, including:

4.7.1. Land,

4.7.2. All parts of improvements that are not included within the units,

4.7.3. Easements,

4.7.4. Installations for the furnishing of services to more than one Unit or to the Common Elements, such as electricity, water, and sewer.

4.8. **“Common Expenses”** -- All expenses and assessments properly incurred by the Association for the Condominium and such expenses as may be declared to be Common Expenses by this Declaration.

4.9. **“Common Surplus”** -- The excess of all receipts of the Association above the Common Expenses.

4.10. **“Condominium Documents”** -- This Declaration and the attached exhibits setting forth the nature of the property rights in the Condominium and the covenants running with the land that govern these rights. All the other Condominium documents will be subject to the provisions of the Declaration. The order of priority of the documents will be as follows: (1) Declaration of Condominium; (2) Association Articles of Incorporation; (3) Bylaws; and (4) Rules and Regulations.

4.11. **“Condominium Parcel”** -- A Unit together with all rights of use of Limited Common Elements reserved for or abutting said Unit and the undivided share in the Common Elements that is appurtenant to the Unit.

4.12. **“Condominium Property”** -- The real and personal property, both tangible and intangible, subject to condominium ownership, whether or not contiguous; all improvements thereon; and all easements and rights appurtenant thereto.

4.13. **“Developer”** -- The Villages of Lake-Sumter, Inc., the company that has established this Condominium, and the successors and assigns of the company's development rights.

4.14. **“Exhibits”**:

- A. Description of Condominium.
- B. Survey and Plot Plans of Condominium.
- C. Articles of Incorporation for Condominium Association.
- D. Bylaws for Condominium Association.
- E. Rules and Regulations.
- F. Description of Facilities available pursuant to the payment of the

Amenity Fee.

4.15. **“Family”** -- One natural person or a group of two or more natural persons, each of whom is related by blood, marriage, or adoption (exclusive of household servants); or not more than two adult persons not so related, and the children of either or both of them, who reside together as a single not-for-profit housekeeping unit.

4.16. **“Guest”** -- Any person who is physically present in or occupies a Unit on a temporary basis at the invitation of the Unit Owner without the payment of consideration.

4.17. **“Institutional First Mortgagee”** -- The mortgagee or its assignee of a first mortgage on a condominium parcel. The mortgagee may be a bank, a savings and loan association, a mortgage banker, a life insurance company, a real estate or mortgage investment trust, a pension or profit sharing trust, the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or the developer. The term also refers to any holder of a first mortgage against a condominium parcel which mortgage is guaranteed or insured, as evidenced by a recorded instrument, by the Federal Housing Administration, the Department of Veterans Affairs, any agency of the United States of America, or any other public or private corporation engaged in

the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns.

4.18. **“Lease”** -- The grant by a Unit Owner of a temporary right of use of the owner's Unit for a valuable consideration.

4.19. **“Limited Common Elements”** -- Those portions of the Common Elements that to the exclusion of the other Units are reserved for the use of certain Unit or Units or abut and serve only one Unit.

4.20. **“Occupy”** -- The act of being physically present in a Unit on two or more consecutive days, including staying overnight. An occupant is one who occupies a Unit.

4.21. **“Operation”** -- The administration and management of the Condominium Property.

4.22. **“Person”** -- An individual, corporation, trust, or other legal entity capable of holding title to real property.

4.23. **“Singular, Plural, Gender”** -- Whenever the context permits, use of the plural includes the singular, use of the singular includes the plural, and use of any gender includes all genders.

4.24. **“Unit”** -- A part of the Condominium Property that is subject to exclusive ownership as described in this declaration.

4.25. **“Unit Number”** -- The letter, number, or combination thereof that is designated on the Condominium Plot Plan attached hereto as *Exhibit “B”* and used as the identification of the Unit.

4.26. **“Unit Owner”** -- The owner of record legal title of a Condominium Parcel.

4.27. **“Voting Interest”** -- The voting rights distributed to the Association members pursuant to *F.S.* 718.104(4)(i) and Paragraph 5.3.3 of this Declaration.

5. **CONDOMINIUM UNITS, BOUNDARIES, AND APPURTENANCES** -- Each Unit and its appurtenances constitute a separate parcel of real property that may be owned in fee simple. The Unit may be conveyed, transferred, and encumbered like any other parcel of real property, independently of all other parts of the Condominium Property, subject only to the provisions of the condominium documents and applicable laws.

5.1. **BOUNDARIES** -- Each Unit will have boundaries as defined below. The boundaries may exist now or may be created by construction, settlement, or movement of the buildings; or by permissible repairs, reconstruction, or alterations.

5.1.1. **HORIZONTAL BOUNDARIES** -- The upper and lower boundaries of the Units will be:

5.1.1.1. **UPPER BOUNDARY** -- The plane of the underside of the finished and undecorated ceiling of the top floor of the Unit, extended to meet the perimeter boundaries.

5.1.1.2. **LOWER BOUNDARY** -- The plane of the upperside of the finished and undecorated surface of the floor of the bottom floor of the Unit, extended to meet the perimeter boundaries.

5.1.2. **PERIMETER BOUNDARIES** -- The perimeter boundaries will be both the finished and undecorated interior surfaces of the perimeter walls of the Unit as shown on the Condominium Plot Plan, and the planes of the interior surfaces of the Unit's windows, doors,

garages doors, and other openings that abut the exterior of the building or Common Elements, including Limited Common Elements.

5.2. **EXCLUSIVE USE** -- Each Unit Owner will have the exclusive use of such owner's Unit.

5.3. **OWNERSHIP** -- The ownership of each Unit will carry with it, as appropriate, and whether or not separately described, all of the rights, title, and interest of a Unit owner in the Condominium Property which will include, but not be limited to:

5.3.1. **COMMON ELEMENT, COMMON SURPLUS, AND LIABILITY FOR COMMON EXPENSES** -- An undivided one forty-seventh (1/47) share of ownership of the Common Elements, Common Surplus and liability for common expenses.

5.3.2. **LIMITED COMMON ELEMENTS** -- Those Common Elements abutting a single Unit or reserved for the exclusive use of a designated Unit. Such elements include driveways, patios, balconies, mechanical rooms serving only one Unit, and all items set forth in Section 6 that are exterior to a Unit and are expressly required to be maintained by the Unit Owner.

5.3.3. **ASSOCIATION MEMBERSHIP** -- Membership in the Association and voting rights.

5.3.3.1 **MEMBERSHIP IN THE ASSOCIATION** -- Membership in the Association is automatic with Unit Ownership and is non-divisible and non-severable from Unit Ownership.

5.3.3.2. **VOTING RIGHTS** -- Each Unit shall be represented by one non-divisible vote in all matters upon which Association members vote pursuant to the Declaration, the Association Bylaws, or the Association Articles of Incorporation.

5.4. **EASEMENTS** -- The following easements are created by and granted, as designated, from the Developer to: Unit Owners; the Association and its employees, agents, and hired contractors; utility companies; Unit Owners' families in residence, guests, and invitees; and governmental and emergency services.

5.4.1. **EASEMENT FOR AIR SPACE** -- An exclusive easement for use of the air space occupied by the Unit as it exists at any particular time and as the Unit may be lawfully altered or reconstructed from time to time. The easement will be terminated automatically in any air space that is vacated from time to time.

5.4.2. **INGRESS AND EGRESS** -- Nonexclusive easements through the Common Elements for ingress and egress to Units and public rights-of-way.

5.4.3. **MAINTENANCE, REPAIR, OR REPLACEMENT** -- Easements through the Units and Limited Common Elements, and Common Elements for maintenance, repair, and replacement.

5.4.4. **UTILITIES** -- Nonexclusive easements through the Common Elements and Units for conduits, ducts, plumbing, and wiring, and other facilities for the furnishing of services and utilities to other Units, Limited Common Elements, Common Elements, and other utility customers, both existing and future.

5.4.5. **PUBLIC SERVICES** -- access to both the Condominium Property and the Units for lawfully performed emergency, regulatory, law enforcement, and other public services.

6. MAINTENANCE; LIMITATIONS ON ALTERATIONS AND IMPROVEMENTS -- The responsibility for protection, maintenance, repair, and replacement of the Condominium Property, and restrictions on its alteration and improvement, shall be as follows:

6.1. ASSOCIATION MAINTENANCE -- The Association is responsible for the protection, maintenance, repair, and replacement of all Common Elements, Condominium Property, and Limited Common Elements that are not required herein to be maintained by the Unit Owner, and all areas and lands situated between Condominium Property and the curbs of adjacent rights-of-way. The cost of said protection, maintenance, repair, and replacement of all Common Elements and Association Property is a common expense. The Associations' responsibilities include, without limitation:

- 6.1.1. Electrical wiring up to the circuit breaker panel in each unit.
- 6.1.2. Water pipes, up to the individual Unit cut-off valve within the unit.
- 6.1.3. Cable television lines up to the wall outlets in the units.
- 6.1.4. Gas lines up to the individual Unit meter.
- 6.1.5. Sewer lines, up to the point where they enter the unit.
- 6.1.6. All installations, fixtures, and equipment located within one Unit but serving another Unit, or located outside the Unit, for the furnishing of utilities to more than one Unit or the Common Elements.
- 6.1.7. All exterior building walls, and gate and walls forming patios, including painting, waterproofing, and caulking.
- 6.1.8. Fire monitoring and sprinkler systems.
- 6.1.9. All exterior lighting, light bulbs, and light fixtures.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures, or other electrical, plumbing, or mechanical installations located within a Unit and serving only that Unit. All incidental damage caused to a Unit or Limited Common Elements by work performed or ordered to be performed by the Association shall be repaired promptly by and at the expense of the Association, which shall restore the property as nearly as practical to its condition before the damage, and the cost shall be a common expense, except the Association shall not be responsible for the damage to any alteration or addition to the Common Elements made by a Unit owner or his or her predecessor in title or for damage to paint, wallpaper, paneling, flooring, or carpet which, of necessity, must be cut or removed to gain access to work areas located behind it.

6.2. UNIT OWNER MAINTENANCE -- Each Unit Owner is responsible, at the owner's expense, for all maintenance, repairs, and replacements of the owner's Unit and certain Limited Common Elements. The owner's responsibilities include, without limitation:

6.2.1. Maintenance, repair, and replacement of screens, windows, and window glass.

6.2.2. The main entrance door to the Unit, including its structure, interior and exterior surfaces.

6.2.3. The garage door to the Unit and its interior surface.

6.2.4. All other doors within or affording access to the Unit.

6.2.5. The electrical, mechanical, and plumbing lines, pipes, fixtures, switches, valves, drains, and outlets (including connections) located partially or entirely within the Unit or Limited Common Element.

6.2.6. The circuit breaker panel and all electrical wiring going into the Unit from the panel.

6.2.7. Appliances, water heaters, smoke alarms, and vent fans.

6.2.8. All air conditioning and heating equipment, thermostats, ducts, and installations serving the Unit exclusively.

6.2.9. Carpeting and other floor coverings.

6.2.10. Door and window hardware and locks.

6.2.11. Shower pans.

6.2.12. The main water supply shut-off valve for the Unit.

6.2.13. Other facilities or fixtures that are located or contained entirely within the Unit or Limited Common Element and serve only that Unit.

6.3. ADDITIONAL UNIT OWNER RESPONSIBILITIES

6.3.1. **BALCONIES, PATIOS, AND PORCHES** -- Where a Limited Common Element consists of a balcony, patio, or porch area, the Unit Owner who has the right of exclusive use of the area shall be responsible for the day-to-day cleaning and care of the walls, floor, and ceiling bounding said area; all landscaping contained within said area, if any; all fixed glass and sliding glass doors in portions of the entranceway to said area, if any; and the wiring, electrical outlet(s), and fixture(s) thereon, if any, and the replacement of light bulbs. The Association is responsible for the maintenance, repair, and replacement of all exterior walls of the building; all

walls, ceilings, and floors bounding all Limited Common Elements; and the concrete slabs with all costs to the Association being Common Expenses. Other than the United States Flag, respectfully displayed, the Unit Owner shall not hang, attach, place upon, or suspend anything from any walls which are the maintenance responsibility of the Association. The maintenance, repair, replacement, and insurance of such approved carpeting, covering, or enclosure shall be the responsibility of the Unit Owner.

6.3.2. INTERIOR DECORATING -- Each Unit Owner is responsible for all decorating within the owner's Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating.

6.3.3. FLOORING -- The structural integrity of balconies and terraces constructed of steel reinforced concrete is affected adversely by water intrusion and rusting aggravated by the water retention qualities of indoor-outdoor carpet, river rock, and unglazed ceramic tile and its grout. For this reason, no indoor-outdoor carpet or river rock may be used on balconies and terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the balconies or terraces of a Unit shall be installed so as to ensure proper drainage.

6.3.4. WINDOW COVERINGS -- The covering and appearance of the windows and doors, whether by draperies, shades, reflective film, or other items, which are visible from the exterior of the Unit, whether installed within or outside of the Unit, shall be subject to the rules and regulations of the Association.

6.3.5. MODIFICATIONS AND ALTERATIONS OR NEGLECT -- If

a Unit Owner makes any modifications, installations, or additions to the Unit, Limited Common Elements, or the Common Elements or neglects to maintain, repair, and replace as required by this section 6, the Unit Owner, and the owner's successors in title, shall be financially responsible for:

6.3.5.1. Insurance, maintenance, repair, and replacement of the modifications, installations, or additions;

6.3.5.2. The costs of repairing any damage to the Limited Common Elements, Common Elements or other Units resulting from the existence of such modifications, installations, or additions; and

6.3.5.3. The costs of removing and replacing or reinstalling such modifications if their removal by the Association becomes necessary in order to maintain, repair, replace, or protect other parts of the Condominium Property for which the Association is responsible.

6.3.6. USE OF LICENSED AND INSURED CONTRACTORS --

Whenever a Unit Owner contracts for maintenance, repair, replacement, alteration, addition, or improvement of any portion of the Unit, Limited Common Elements, or Common Elements, whether with or without Association approval, such owner shall be deemed to have warranted to the Association and its members that Unit Owner's contractor(s) are properly licensed and fully insured, and that the owner will be financially responsible for any resulting damage to persons or property not paid by the contractor's insurance.

6.4. APPLIANCE MAINTENANCE CONTRACTS -- If there shall become available to the Association a program of contract maintenance for water heaters serving individual Units, and/or air conditioning compressors and related equipment and fixtures serving individual

Units, which the Association determines is to the benefit of the owners to consider, then on agreement by a majority of the voting interests of the Association, in person or by proxy, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be Common Expenses. All maintenance, repairs, and replacements not covered by the contracts shall be the responsibility of the Unit Owner or the Association as dictated herein.

6.5. **PEST CONTROL** -- The Association may supply pest control services for the inside of each Unit, with the cost thereof being part of the Common Expenses. An owner has the option to decline such service unless the Association determines that service is necessary for the protection of the balance of the Condominium, in which event, the owner thereof either must permit the Association's pest control company to enter the Unit or must employ a licensed pest control company to enter the owner's Unit on a regular basis to perform pest control services, and must furnish written evidence thereof to the Association. The cost of pest control provided by the Association is a common expense, so the election of an owner not to use the service will not reduce the owner's assessments.

6.6. **EXTERIOR GLASS AND LIGHTS** -- Light bulbs in fixtures on balconies and terraces facing or visible from the other Units, Limited Common Elements, or Common Elements must be yellow "bug light" bulbs not to exceed 60 watts.

6.7. **OWNER ALTERATION OF COMMON ELEMENTS RESTRICTED** -- No Unit Owner may make any alterations, add to, or remove any part of the portions of the improvements that are to be maintained by the Association without the prior written approval of the Board of Directors and the Developer. The Board and the Developer have the authority to approve,

disapprove, or require modifications to the proposed work. In addition, the owner must obtain all necessary approvals and permits from applicable government entities. The Association or the Developer may require approval from engineers or other professionals as a prerequisite. The entire expense must be borne by the Unit Owner, including any subsequent maintenance and restoration. No Unit Owner will do any work that would jeopardize the safety or soundness of the building or impair any easements. Such Board-and Developer-approved work is declared not to constitute material alterations or substantial additions to the Common Elements.

7. COMMON ELEMENTS

7.1. **SHARE OF** -- The Common Elements will be owned by the Unit Owners with each Unit Owner owning one forty-seventh (1/47) interest. Such undivided shares are stated as fractions and are based equally on the number of Units in the Condominium.

7.2. **USE** -- Each Unit Owner and the Association will be entitled to use the Common Elements in accordance with the purposes for which the elements are intended; however, no such use may hinder or encroach upon the lawful rights of other Unit Owners.

7.3. **MATERIAL ALTERATIONS AND ADDITIONS** -- Except for changes made by a Unit Owner with Association and Developer approval as provided in Paragraph 6.7. above, material alteration of or substantial additions to the Common Elements or to Association Property, including the purchase, acquisition, sale, conveyance, or mortgaging of such property, may be effectuated only by vote of 67% of the voting interests of the Association at a meeting called for that purpose. The Board of Directors, without any vote of the membership, is authorized to lease or grant easements or licenses for the use of the Common Elements or Association Property to Unit Owners or other persons if, in the judgment of the Board, the use will benefit the members of the

Association, even when the lease, easement, or license would result in a material alteration or substantial addition to the Common Elements or Association Property. The Association may charge for the use.

8. **FISCAL MANAGEMENT** -- The fiscal management of the Condominium, including budget, fiscal year, charges, assessments, and collection of assessments, shall be as set forth herein and in the Bylaws.

9. **ADMINISTRATION** -- The administration of the Condominium shall be by the Board of Directors and its powers and duties shall be as set forth herein and in the Articles of Incorporation and the Bylaws.

10. **INSURANCE** -- In order to adequately protect the Unit Owners, the Association, and all parts of the Condominium Property and Association Property that are required to be insured by the Association, insurance shall be carried and kept in force at all times in accordance with the following provisions:

10.1. **DUTY AND AUTHORITY TO OBTAIN** -- The Board of Directors shall use its best efforts to obtain and maintain adequate insurance. In all insurance purchased by the Association, the name of the insured shall be the Association and the Unit Owners and their mortgagees (without naming them), as their interests shall appear, and the policy shall provide for the issuance of certificates of insurance and mortgagee endorsements to any or all of the holders of institutional first mortgages.

10.2. **BASIC INSURANCE** -- The Board of Directors will procure insurance covering the building and improvements as well as all insurable Association Property, in an amount determined annually by the Board. Pursuant to *F.S. 718.111(11)(b)*, the word "building" does not

include floor coverings, wall coverings, or ceiling coverings, nor electrical fixtures, appliances, air conditioning or heating components, water heaters, built-in cabinets, counter tops, or window treatments located within a Unit or Limited Common Element. Such insurance shall afford the following protection:

10.2.1. **PROPERTY** -- The policy must include extended coverage (including windstorm), and replacement cost coverage for loss or damage by fire, vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

10.2.2. **FLOOD** -- The policy must include up to the replacement cost for each building and insurable improvements, as available.

10.2.3. **LIABILITY** -- The policy must include premises and operations liability endorsements for bodily injury and property damage in such limits of protection and with such coverage as required by the Board of Directors of the Association, with cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

10.2.4. **WORKER'S COMPENSATION** -- The Association shall maintain workers' compensation insurance to meet the requirements of law.

10.2.5. **FIDELITY BONDING** -- The Association shall obtain and maintain insurance or fidelity bonding for 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. 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.

10.2.6. DIRECTORS AND OFFICERS LIABILITY INSURANCE -- The Association shall obtain and maintain adequate Directors and officers liability insurance using the broad form of policy coverage for all Directors and officers and, if available, for committee members of the Association.

10.2.7. OPTIONAL COVERAGE -- The Association may purchase and carry such other insurance coverage as the Board of Directors may determine from time to time to be in the best interests of the Association and Unit Owners.

10.3. DESCRIPTION OF COVERAGE -- A detailed summary of the coverage included in the master policies shall be available for inspection by Unit Owners on request.

10.4. WAIVER OF SUBROGATION -- The Board of Directors shall endeavor to obtain, if available and where applicable, insurance policies which provide that the insurer waives its rights to subrogation as to any claim against Unit Owners, the Association, or their respective servants, agents, or guests.

10.5. SHARES OF INSURANCE PROCEEDS -- All proceeds of insurance policies purchased by the Association shall be payable to the Association. The duty of the Association shall be to receive such proceeds and hold and disburse them for the purposes stated herein in the following shares:

10.5.1. COMMON ELEMENTS -- Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Unit Owner being the same as Owner's share in the Common Elements.

10.5.2. **UNITS** -- Proceeds on account of damage to Units shall be held in as many undivided shares as there are damaged Units, the share of each owner being in proportion to the cost of restoring the damage suffered by each such unit.

10.5.3. **MORTGAGEES** -- If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Unit Owner shall be as their interests may appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages that it may hold against Units except to the extent that insurance proceeds exceed the actual costs of repair or restoration of the damaged improvements, and no mortgagee shall have any right to participate in determining whether improvements will be restored after casualty. The Association shall pay all policy deductible amounts on Association policies.

10.6. **DISTRIBUTION OF INSURANCE PROCEEDS** -- Proceeds of insurance policies received by the Association shall be distributed for the benefit of the Unit Owners in the following manner:

10.6.1. **COST OF RECONSTRUCTION OR REPAIR** -- If the damage for which the proceeds are paid is to be repaired or reconstructed by the Association, the proceeds shall first be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be retained by the Association.

10.6.2. **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 proceeds after expenses shall be distributed to the beneficial owners. The remittances to Unit Owners and their mortgagees shall be payable jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

10.7. **ASSOCIATION AS AGENT** -- The Association is hereby irrevocably appointed agent for each Unit Owner to adjust all claims arising under insurance policies purchased by the Association.

11. **RECONSTRUCTION OR REPAIR AFTER CASUALTY** -- If any part of the Condominium Property is damaged by casualty, whether and how it shall be reconstructed or repaired shall be determined as described herein:

11.1. **DAMAGE TO UNITS** -- Where loss or damage is only to those parts of a Unit for which the responsibility of maintenance and repair is that of the Unit Owner, any Association insurance proceeds on account of the damage, less the deductible, shall be distributed to such contractors, suppliers, and personnel for work done, materials supplied, or services required for reconstruction or repair. Payments shall be in such amounts and at such times as the Unit Owners may direct. The owners of damaged Units shall be responsible for reconstruction and repair and shall bear the cost thereof, if any, in excess of the insurance proceeds.

11.2. **DAMAGE TO COMMON ELEMENTS** -- Less Than "Very Substantial" -- Where loss or damage occurs to the Common Elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association to repair, restore, or rebuild the damage caused by the loss, and the following procedures shall apply:

11.2.1. **ESTIMATES** -- The Board of Directors of the Association shall promptly obtain reliable and detailed estimates of the cost of reconstruction and repair, and shall negotiate and contract for the work.

11.2.2. **INSURANCE INSUFFICIENT** -- If the net proceeds of insurance plus available reserves are insufficient to pay for the cost of reconstruction and repair of the

Common Elements, the Association shall promptly, on determination of the deficiency, levy a special assessment against all Unit Owners. Such special assessments need not be approved by the Unit Owners. The special assessments shall be added to the proceeds available for reconstruction and repair of the property.

11.2.3. **VERY SUBSTANTIAL DAMAGE** -- As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three fourths (3/4's) or more of the total Units are rendered uninhabitable. Should such "very substantial" damage occur, then:

11.2.3.1. **OWNERS' MEETING** -- A meeting of the Association shall be called by the Board of Directors to be held within a reasonable time after the casualty. A determination by the Board of Directors as to what is a reasonable time shall be conclusive. The purpose of the meeting shall be to determine the wishes of the membership with reference to reconstruction or termination of the Condominium, subject to the following:

11.2.3.1.1. **INSURANCE SUFFICIENT** -- If the insurance proceeds and reserves available for reconstruction and repair are sufficient to cover the cost thereof, so that no special assessment is required, the Condominium Property shall be reconstructed or repaired unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, in which case the Condominium shall be terminated pursuant to Paragraph 16.2.

11.2.3.1.2. **INSURANCE INSUFFICIENT** -- If the insurance proceeds and reserves available for reconstruction and repair are not sufficient to cover the cost thereof so that a special assessment will be required, then unless at least 67% of the voting interests of the Association vote in favor of such special assessment and against termination of the

Condominium, it shall be terminated pursuant to Paragraph 16.2. If 67% of the voting interests of the Association approve the special assessment, the Association, through its Board, shall levy such assessment and shall proceed to negotiate and contract for such reconstruction and repairs. The special assessment shall be added to the proceeds of insurance and reserves available for reconstruction and repair of the property.

11.2.4. **DISPUTES** -- If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board of Directors shall be binding on all Unit Owners.

11.3. **APPLICATION OF INSURANCE PROCEEDS** -- It shall be presumed that the first monies disbursed for reconstruction and repair shall be from the insurance proceeds and they shall first be applied to reconstruction of the Common Elements and Association Property and then to the Units; if there is a balance in the funds held by the Association after the payment of all costs of reconstruction and repair, such balance shall be retained by the Association. However, if special assessments were made pursuant to Paragraph 11.2.3.1.2. hereof, then all or a part of the remaining money shall be returned to the Unit Owners paying said assessments pro rata, according to the amount each paid, up to the full amount each paid, and then to the Association.

11.4. **EQUITABLE RELIEF** -- In the event of substantial damage to the Condominium Property, and if the property is not reconstructed or repaired within a reasonable period of time, any Unit Owner may petition a court for equitable relief, which may include a termination of the Condominium and a partition. For the purposes of this provision, it shall be conclusively presumed that reconstruction or repair has occurred within a reasonable period of time if substantial work is commenced within such time following the damage or destruction as is

determined by the Board of Directors to be reasonable and the work proceeds without intentional and unwarranted delay to completion.

11.5. **PLANS AND SPECIFICATIONS** -- Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board of Directors and by the owners of 67% of the voting interests of the Association.

12. **USE RESTRICTIONS** -- The use of the property of the Condominium shall be in accordance with the rules and regulations attached hereto and incorporated herein as *Exhibit "E"* and the following provisions:

12.1. **LAWFUL USE** -- All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies that require maintenance, modification, or repair on Condominium Property shall be the same as the responsibility for the repair and maintenance of the property as expressed earlier in this Declaration.

12.2. **RULES AND REGULATIONS** -- The rules and regulations attached hereto as *Exhibit "E"* and made a part hereof by reference concerning the use of the Condominium Property including the Units may be amended from time to time by the Board of Directors. Copies of the regulations and amendments shall be furnished by the Association to all Unit Owners. No new or amended regulation may be enforced prior to distribution to the owners. Changes in the rules and regulations must be recorded in the public records.

12.3. USE AND OCCUPANCY OF THE UNITS AND RESTRICTIONS

UPON THE COMMON ELEMENTS -- All Units within the Condominium shall be used for residential purposes only and shall be subject to the following Specific Use restrictions.

12.3.1. The Condominium Property is intended for residential use only, no commercial, professional or similar non-residential activity requiring either maintaining an inventory or customer/client visits may be conducted in a Unit upon the Condominium Property. The Association reserves the right to prohibit or control all peddling, soliciting, selling, delivery and vehicular traffic within the Condominium Property.

12.3.2. A sign showing the Unit Owner's name will be permitted in accordance with specifications to be set forth by the Association. No other signs or advertisements will be permitted on or about the Units, Limited Common Elements, or Common Elements without the express written consent of the Association. Lawn ornaments are prohibited.

12.3.3. Aerials, satellite reception dishes, and antennas of any kind are prohibited to the extent allowed by law.

12.3.4. No fence, barrier, wall or structure of any kind or nature shall be placed on the Condominium Property without prior written approval of the Association. Permission must be secured from the Association prior to the planting or removal of any trees or other shrubs which may affect the rights of adjacent Unit Owners. No tree with a trunk four (4) inches or more in diameter shall be removed or effectively removed through excessive injury without first obtaining permission from the Association.

12.3.5. Each Unit Owner shall use his Unit in such a manner as to

allow his neighbors to enjoy the use of their property. Radios, record players, television, voices and other sounds are to be kept on a moderate level from 10:00 PM to one (1) hour before daylight.

12.3.6. Birds, fish, dogs and cats shall be permitted, with a maximum of two (2) pets per Unit. Each Owner shall be personally responsible for any damage caused to the Common Element by any such pet and shall be responsible to immediately remove and dispose of any excrement of such pet and shall be responsible to keep such pet on a leash. No other animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Unit, Limited Common Element, or Common Elements.

12.3.7. Disposal of garbage and trash will be only by use of receptacles approved by the Association. Specifically, all garbage will be contained in plastic bags prescribed by Association and kept within the Unit Owner's garage until placed curbside no earlier than the day before scheduled pick-up. In the alternative, the Association shall have the right to require that garbage be placed in a dumpster and not placed curbside. In either event, all garbage must be contained in fully closed and sealed plastic bags prescribed by the Association. Garbage and trash collection service shall be provided by Developer or a carrier selected by the Developer, and charges paid separately by each Owner. Owner agrees that garbage and trash service shall commence on the closing date the Owner purchases Owner's Unit. Owner acknowledges that garbage and trash services are provided, and the fee for such service is payable, on a year-round basis regardless of use or occupancy.

12.3.8. The Condominium Property is an adult community designed to provide housing for persons 55 years of age or older. All Units that are occupied must be occupied by at least one person who is at least fifty-five (55) years of age. No person under nineteen

(19) years of age may be a permanent resident of a home, except that persons below the age of nineteen (19) years may be permitted to visit and temporarily reside for periods not exceeding thirty (30) days in total in any calendar year period. The Association in its sole discretion shall have the right to establish hardship exceptions to permit individuals between the ages of nineteen (19) and fifty-five (55) to permanently reside in a home even though there is not a permanent resident in the home who is fifty-five (55) years of age or over, providing that said exceptions shall not be permitted in situations where the granting of a hardship exception would result in less than 80% of the Units in the Condominium Property having less than one resident fifty-five (55) years of age or older, it being the intent that at least 80% of the Units shall at all times have at least one resident fifty-five (55) years of age or older. The Association shall establish rules, regulations, policies, and procedures for the purpose of assuring that the foregoing required percentages of adult occupancy are maintained at all times. The Association or its designee shall have the sole and absolute authority to deny occupancy of a home by any person(s) who would thereby create a violation of the aforesaid percentages of adult occupancy. Permanent occupancy or residency may be further defined in the Rules and Regulations of the Condominium Property as may be promulgated by the Association or its designee from time to time. All residents shall certify from time to time as requested by the Developer, the names and dates of birth of all occupants of a home.

12.3.9. The hanging of clothes or clotheslines or poles is prohibited.

12.3.10. No outbuilding, tent, shack, garage, trailer, shed, utility building or temporary building of any kind shall be erected, except temporarily only for construction purposes. Notwithstanding the restrictions contained herein, certain Unit Owners may construct a screened enclosure in the courtyard Limited Common Element attached to and utilized exclusively

by the Unit if such screen enclosure is constructed at Unit Owner's sole cost and expense and meets the following specifications: Units 1104, 1116, 1138, 1206, 1212, 1222, and 1232 may have a screened enclosure which measures 24 feet, 8 inches by 8 feet with screen walls, located under the existing roof in the courtyard. The Unit Owners shall also be solely responsible for all costs and expenses associated with the maintenance repair, replacement, and disposal of the screens and the screened enclosure. If the Unit Owner does not properly maintain, repair, replace, or dispose of the screens or screen enclosure then the Association may undertake such maintenance, repair, disposal, or replacement and charge the Unit Owner with the cost thereof. Unit Owner shall be responsible for all costs and expenses to the Association resulting from the construction or maintenance of the screened enclosure. All maintenance responsibilities detailed in Section 6 of this Declaration shall apply to those Units which have a screen enclosure in the courtyard as well as those Units which do not have a screen enclosure in the courtyard and no screen enclosure shall interfere with the performance of such maintenance responsibilities.

12.3.11. The Association reserves the right to establish such other reasonable rules and regulations covering the utilization of the Units by the Owner(s) in order to maintain the aesthetic qualities of the Condominium, all of which apply equally to all of the parties in the Condominium and the rules and regulations shall take affect within five (5) days from the sending of a notice to an Owner(s).

12.3.12. Passenger vehicles, mini-trucks, vans, and motorcycles (used for personal transportation and not commercially) that do not exceed 3/4 ton may be parked in the areas provided for that purpose with each parking area servicing exclusively the Unit which it abuts. Commercial vehicles, trucks, campers, motor homes, trailers, boats, and boat trailers are prohibited.

Vehicle maintenance is not permitted on the Condominium Property. All vehicles must be currently licensed and no inoperable or unsightly vehicles may be kept on Condominium Property. The Developer is exempt from this regulation for vehicles engaged in any activity relating to construction, maintenance, or marketing of units, as are commercial vehicles used by vendors of the Association while engaged in work at the Condominium.

12.3.13. To maintain harmony of exterior appearance, no one will make any changes to, place anything on, affix anything to, or exhibit anything, except for a United States Flag respectfully displayed, from any part of the Condominium Property that is visible from the exterior of a building, Limited Common Elements, or Common Elements without the prior written consent of the Directors. All curtains, shades, drapes, and blinds will be white or off-white in color or lined with material of these colors. Balcony tile and floor covering colors must be approved by the Board of Directors.

12.3.14. Nothing will be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the building or contents of the building without the prior written consent of the Directors. No Owner will permit anything to be done or kept in the Owner's Unit or in the Common Elements that will result in the cancellation of insurance on the building or the contents of the building, or that would be in violation of any law or building code.

12.3.15. Individual mailboxes may not be located upon a Unit. All mailboxes for the Units are located together approximately one hundred feet from the Condominium Property in the adjacent public right of way. These mailboxes are provided by the U.S. Postal Service at no cost to Owner, however, those boxes shall be housed by Developer at a one time lifetime charge to Owner of \$190.00 per box. If title to a Unit is transferred, a new charge shall be

made to the new Owner. The mailbox fee may be increased in the same percentages and manner as increases in Amenities Fee.

12.4. **ACCESS TO UNITS** -- The Association has an irrevocable right of access to the Units during reasonable hours when necessary for the purpose of maintenance, repair, and replacement of the Common Elements or of any portion of a Unit to be maintained by the Association pursuant to this Declaration or for making emergency repairs that are necessary to prevent damage to the Common Elements or to another Unit or Units. The owner of a Unit has a right of access to any adjoining Unit as and if it is reasonably necessary in order to maintain, repair, or replace parts of the owner's Unit. The right of access to a Unit shall be exercised after reasonable notice to the Unit Owner, unless such notice is not possible or practical under the circumstances, and with due respect for the occupants' rights to privacy and freedom from unreasonable annoyance, with reasonable precautions to protect the personal property within the Unit. The Association requires and shall retain a passkey to all units. No Unit Owner shall install or alter any lock that prevents access while the Unit is unoccupied without providing the Association with a key.

12.5. **PARKING** -- Each Unit shall always have the exclusive use of the parking spaces within the garages, together with the adjoining paved driveway area.

12.6. **PARKING SPACES - EXCLUSIVE USE** -- The exclusive right to use a Limited Common Element is an appurtenance to the Unit said Limited Common Element abuts or to which it is designated or reserved. If, after all of the Units have been sold, the exclusive use of any assignable Limited Common Element was not, for any reason, assigned to the use of a specific Unit or Units by the Developer, the Association may do so. The right of exclusive use of each

Limited Common Element passes with the Unit it abuts or to which it is reserved, whether or not separately described and cannot be separated from it.

12.7. **EXCLUSIVE USE – COMMON FACILITIES** -- The Association may lease to Unit Owners for appropriate temporary periods of time those portions of the Common Elements rationally appropriate and desirable for exclusive use.

12.8. **NUISANCES PROHIBITED** -- No person shall engage in any practice, exhibit any behavior, nor permit any condition to exist that will constitute a nuisance or become a reasonable source of annoyance or disturbance to any occupant of the Condominium.

13. **LEASE, CONVEYANCE, DISPOSITION** -- The purpose and object of this paragraph is to maintain a quiet, tranquil, non-transient, and single-family oriented atmosphere with the residents living in compatible coexistence with other financially responsible persons who are of like mind and acceptable both in character and comportment. This objective is considered to be both important and justified because of the necessity of sharing facilities and because of the large personal financial investment of each owner. Therefore, the lease, conveyance, disposal, and financing of the Units by owners (subject to the exceptions provided in Paragraph 18.1) shall be subject to the following provisions:

13.1. **ASSOCIATION APPROVAL REQUIRED** -- Except for Developer sales, no Unit Owner may sell, lease, give, or otherwise transfer ownership of a Unit or any interest therein in any manner without the prior written approval of the Association. The approval shall be a written instrument in recordable form (except for leases) which shall include, without limitation, the nature of the transfer (sale, lease, etc.), the parties to the transaction (sellers, purchasers, etc.), the Unit Number, the name of the Condominium, and the Official Record Book (O. R. Book) and Page

numbers in which this Declaration was originally recorded. For all Unit transfers of title other than from the Developer, the approval must be recorded simultaneously in the Lake County, Florida Public Records with the deed or other instrument transferring title to the unit.

13.1.1. **DEVISE OR INHERITANCE** -- If any Unit Owner shall acquire title by devise or inheritance or in any other manner not heretofore considered, the continuance of ownership shall be subject to the approval of the Association. Such Unit Owner shall give the Association notice of the title acquisition together with such additional information concerning the Unit Owner as the Association may reasonably require, together with a copy of the instrument evidencing the owner's title, and if such notice is not given, the Association, at any time after receiving knowledge of such transfer, may approve or disapprove the transfer of ownership.

13.1.2. **LEASES** -- Approvals of leases need not be recorded. Only entire Units may be leased. All leases must provide, and if they do not, shall be deemed to provide, the agreement of the lessee(s) to abide by all of the covenants and restrictions and rules and regulations of the Condominium and Association documents and that a violation of any said documents is a material breach of the lease and is grounds for damages, termination, and eviction, and that the lessee and the Unit Owner agree that the Association may proceed directly against such lessee(s) and that the lessee(s) shall be responsible for the Association's costs and expenses, including attorneys' fees, at all trial and appellate levels. If such costs and fees are not immediately paid by the lessee(s), the Unit Owner shall pay them and such funds shall be secured as a charge. Each Unit Owner irrevocably appoints the Association as owner's agent authorized to bring actions in Unit Owner's name and at Unit Owner's expense including injunction, damages, termination, and eviction. The

rules and regulations must be provided to the lessee(s) by or on the behalf of the Unit Owner at or before the commencement of the lease term.

13.1.3. **MULTIPLE OWNERS** -- Consistent with Paragraph 13 above, de facto time sharing of Units is not permitted and approval will not be given for the sale of a Unit or an interest in a Unit to multiple persons (*e.g.*, siblings or business associates), who may intend that they and their families would split occupancy of the Unit into different time periods during the year.

13.2. **APPROVAL PROCEDURE** -- The approval of the Association shall be obtained as follows:

13.2.1. **WRITTEN NOTICE** -- Not later than fifteen (15) days before the transfer of ownership occurs, or the first day of occupancy under a lease, legal written notice shall be given the Association by the owner of their intention to sell or transfer interest in any fashion. The notice shall include the name and address of the proposed acquirer and a correct and complete copy of the proposed documents to be executed to effectuate the transaction. The Association may require such other and further information as it deems reasonably necessary and may impose a transfer fee not to exceed \$100 or as permitted by law from time to time.

13.2.2. **ASSOCIATION'S OPTIONS** -- The Association must, within fifteen (15) days after receipt of all the information required above, either approve the transfer, disapprove it for cause, or, except in the case of disapproval for cause, on the written demand of the owner, furnish an alternate purchaser it approves or the Association may itself elect to purchase, and the owner must sell to such alternate or to the Association on the same terms set forth in the proposal given the Association or the owner may withdraw the proposed sale. In exercising its power of disapproval the Association must act in a manner that is neither arbitrary nor unlawfully

discriminatory and withhold approval only for a reason or reasons rationally related to the protection, preservation, and proper operation of the Condominium and the purposes as set forth at the beginning of this Paragraph 13. If the Association fails or refuses within the allotted time to notify the owner of either approval or disapproval in writing, or if it fails to provide an alternate purchaser or make an election to purchase the Unit itself when required to do so, then the Association shall conclusively be presumed to have approved the transaction, and the Association shall, on demand, provide a recordable certificate of approval.

13.2.3. **CLOSING DATE** -- The sale shall be closed within sixty (60) days after an alternate purchaser has been furnished or the Association has elected to purchase.

13.2.4. **NOTICE OF DISAPPROVAL** -- If the Association disapproves the proposed transaction (subject to the qualifications contained in Paragraph 13.2.2.), notice of disapproval shall promptly be sent in writing to the owner or interest holder, and the transaction shall not be made. The Association need not approve any sale, transfer, or lease until such time as all unpaid assessments and all court costs and attorneys' fees (if any) incurred by the Association and due and owing for the Unit have been paid.

13.3. **JUDICIAL SALES** -- Judicial sales are exempt from this section.

13.4. **UNAPPROVED TRANSACTIONS** -- Any transaction that is not approved pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

14. **COMPLIANCE AND DEFAULT** -- Each Unit Owner, tenant, and other invitee shall be governed by, and shall comply with, the provisions of the Condominium Act as amended

from time to time, this Declaration, including its exhibits, the Association Articles of Incorporation, and the Association Bylaws.

14.1. **REMEDIES** -- Failure to comply shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages, or injunctive relief, or both. Actions may be maintained by the Association or by any Unit Owner.

14.2. **COSTS AND FEES** -- In any such proceeding, including appeals, the prevailing party shall be entitled to recover the costs of the proceeding and reasonable attorneys' fees.

14.3. **OWNER INQUIRIES** -- When a Unit Owner files a written inquiry by certified mail with the Board of Directors, the Board shall respond in writing to the Unit Owner within 30 days of receipt of the inquiry. The Board's response shall either (a) give a substantive response, (b) notify the inquirer that a legal opinion has been requested, or (c) notify the inquirer that advice has been requested from the Division of Land Sales, Condominiums, and Mobile Homes. If advice has been requested from the Division of Land Sales, Condominiums, and Mobile Homes, the Board shall provide a written substantive response to the inquirer within ten (10) days of receipt of the advice. If a legal opinion is requested, the Board shall provide a written substantive response to the inquirer within sixty (60) days of receipt of the inquiry. The failure to provide a substantive response as set forth above precludes the Association from recovering attorneys' fees and costs in any subsequent litigation, administrative proceedings, or arbitration arising out of the complaint. If unresolved, a dispute, as defined in *F.S. 718.1255(1)*, must be arbitrated in mandatory non-binding arbitration proceedings prior to commencement of litigation. The Board of Directors may adopt reasonable rules and regulations governing the frequency and manner of responding to Unit Owner inquiries, including a limit of one Unit Owner inquiry in any 30-day period.

14.4. **NO WAIVER OR RIGHTS** -- The failure of the Association or any owner to enforce any covenant, restriction, or other provision of the condominium documents shall not constitute a waiver of the right to do so thereafter as to subsequent or other instances.

15. **AMENDMENTS** -- Amendments to any of the condominium documents shall be in accordance with the following:

15.1. **REQUIREMENTS** -- An amendment may be proposed either by the Board of Directors or by 25% of the voting interests of the Association, and may be considered at any meeting of the owners, regular or special, of which due notice has been given according to the Bylaws, which notice includes notice of the substance of the proposed amendment. Passage shall be evidenced by a certificate executed in recordable form signed by the President or Vice-President of the Association that it has been enacted by the affirmative vote of the required percentage of the voting interests (which vote may include later written approval of voters not present) and the separate written joinder of Developer and mortgagees where required and shall include the recording date (identifying the location of the Declaration as originally recorded) and which shall become effective when recorded in the public records.

15.2. **CORRECTORY AMENDMENT** -- If it appears that through a drafters error in the Declaration that the Common Elements, Common Expenses, or Common Surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors.

15.3. **REGULAR AMENDMENTS** -- Amendments, except for those permitting timeshare estates to be created in a Unit, may be enacted by a favorable vote of the owners of 67% of the voting interests in the Association. Amendments permitting timeshare estates to be created

in a Unit may be enacted by a favorable vote of all Unit Owners and all owners and holders of liens on any Units.

15.4. **MERGER AMENDMENT** -- In the event that this Condominium should desire to merge with one or more other Condominiums it may do so on the affirmative vote of 75% of the voting interests in this Condominium and the approval of all record owners of liens.

15.5. **DEVELOPER AMENDMENTS** -- Until relinquishment of Association by Developer (turnover) and except as otherwise provided by law in *F.S. 718.110(2)*, and *F.S. 718.110(4)*, the Developer specifically reserves the right, without the joinder of any person, to make such amendments to the Declaration and its exhibits, or to the plan of development, as may be required by any lender or governmental authority, or as may be, in developer's judgment, necessary or desirable. This paragraph shall take precedence over any other provision of the Declaration or its exhibits.

15.6. **MORTGAGEE APPROVAL** -- Amendments materially affecting the rights or interests of mortgagees must have the approval of the holders of Institutional First Mortgages of record representing 51% of the Units subject to such mortgages who have requested that the Association notify them of any proposed action specified in this paragraph. Such approval of the holders of Institutional First Mortgages shall not be unreasonably withheld. Implied approval shall be assumed when such holder fails to respond to any written request for approval within 30 days after the mortgage holder receives proper notice of the proposal, provided the notice was delivered certified or registered mail with a "Return Receipt" requested. In the event that mortgagee consent is provided other than by properly recorded joinder, such consent shall be evidenced by affidavit of

the Association and recorded in the Public Records of Lake County, Florida. A change to any of the following shall be considered as material:

- Any change in the proportion or percentage by which the owner of the Unit shares the Common Expenses and owns the Common Surplus
- Reallocation of interests or use rights in the Common Elements
- Redefinition of any Unit boundaries
- Convertibility of Units into Common Elements or vice versa
- Expansion or contraction of the Condominium

15.7. **DEVELOPER'S RIGHTS** -- No amendment to this Declaration or any of the Condominium documents shall change the rights and privileges of the Developer without the Developer's written approval as long as the Developer holds any Units for sale in the ordinary course of business.

15.8. **WRITTEN AGREEMENTS** -- Any approval of Unit Owners on any matter called for by this Declaration, its exhibits, or any statute to be taken at a meeting of Unit Owners is hereby expressly allowed to be taken instead by written agreement, without a meeting (which agreement may be in counterparts), subject to *F.S. 718.112(2)(d)4* and *F.S. 617.0701*.

15.9. **AMENDMENTS REQUIRING DEVELOPER APPROVAL** -- In addition to the preceding requirements, Developer must join and execute a certificate or document which proposes to alter, amend, or change in any way Paragraph 4, and any subparagraphs thereto, paragraph 6, and any subparagraphs thereto, paragraph 7.2., paragraph 7.3., paragraph 11 and any subparagraphs thereto, paragraph 12, and any subparagraphs thereto, paragraph 15, and any subparagraphs thereto, paragraph 16 and any subparagraphs thereto, or paragraph 26, and any

subparagraphs thereto of this Declaration. Should Developer not join and execute a certificate or other document which proposes to alter, amend, or change any of the above referenced paragraphs, then said certificate or document is ineffective and the proposed changes are not binding or enforceable.

16. **TERMINATION** -- Except for termination in connection with a merger of this Condominium with another, as provided for in Paragraph 15.4. above, the termination of the Condominium shall be carried out in accordance with the following:

16.1. **BY AGREEMENT** -- The Condominium may be caused to be terminated at any time by written agreement of the owners of at least three fourths of the Units, and of the holders of institutional first mortgages as provided for in Paragraph 15.6. above.

16.2. **WITHOUT AGREEMENT, ON ACCOUNT OF VERY SUBSTANTIAL DAMAGE** -- If the Condominium suffers "very substantial damage" to the extent defined above in Paragraph 11.2.3., and it is not decided as therein provided that the Condominium will be reconstructed or repaired, the condominium form of ownership of the property in this Condominium will be terminated.

16.3. **PROCESS OF TERMINATION** -- Termination of the Condominium occurs when a Certificate of Termination meeting the requirements of this paragraph is recorded in the Public Records of Lake County, Florida.

16.3.1. The termination of the Condominium by either of the foregoing methods shall be evidenced by a Certificate of Termination, executed by the President or Vice-President with the formalities of a deed, and certifying as to the facts effecting the termination. The Certificate also shall include the name and address of a Florida financial institution with trust powers

or a licensed Florida attorney who is designated by the Association to act as Termination Trustee, and shall be signed by the Trustee indicating willingness to serve in that capacity.

16.3.2. The recording of that Certificate of Termination automatically divests the Association of title to all Association Property, and divests all Unit Owners of legal title to their respective Condominium parcels, and vests legal title in the Termination Trustee named in the Certificate of Termination, to all real and personal property that was formerly the Condominium Property or Association Property, without need for further conveyance. Beneficial title to the former Condominium and Association Property shall be transferred to the former Unit Owners as tenants in common, in the same undivided shares as each owner previously owned in the Common Elements, without further conveyance. Each lien encumbering a Condominium parcel shall be automatically transferred to the equitable interest in the former Condominium Property and Association Property attributable to the Unit encumbered by the lien, with the same priority.

16.4. **WINDING UP OF ASSOCIATION AFFAIRS** -- The termination of the Condominium does not, by itself, terminate the Association. The former Unit Owners and their successors and assigns shall continue to be members of the Association, and the members of the Board of Directors and the officers of the Association shall continue to have the powers granted in this Declaration, and in the Articles of Incorporation and Bylaws, to the extent necessary to, and for the sole purpose of, winding up the affairs of the Association in accordance with this paragraph.

16.5. **TRUSTEE'S POWERS AND DUTIES** -- The Termination Trustee shall hold legal title to the property for the benefit of the former Unit Owners and their successors, assigns, heirs, devisees, mortgagees, and other lien holders, as their interests shall appear. If the former Unit Owners approve a sale of the property as provided in this paragraph, the Termination Trustee shall

have the power and authority to convey title to the purchaser, and to distribute the proceeds in accordance with the provisions of this paragraph. The Termination Trustee may charge a reasonable fee for acting in such capacity, and such fee as well as all costs and expenses incurred by the Termination Trustee in the performance of its duties, shall be paid by the Association or taken from the proceeds of the sale of the former Condominium and Association Property, and shall constitute a lien on the property superior to any other lien. The Trustee shall be entitled to indemnification by the Association from any and all liabilities and costs incurred by virtue of acting as Termination Trustee unless such liabilities are the result of gross negligence or malfeasance. The Termination Trustee may rely on the written instructions and information provided to it by the officers, directors, and agents of the Association, and shall not be required to inquire beyond such information and instructions.

16.6. **PARTITION; SALE** -- Following termination, the former Condominium Property and Association Property may be partitioned and sold on the application of any Unit Owner. If following a termination at least 75% of the voting interests agree to accept an offer for the sale of the property, the Board of Directors shall notify the Termination Trustee, and the Trustee shall complete the transaction. In that event, any action for partition of the property shall be held in abeyance pending the sale, and on the consummation of the sale shall be discontinued by all parties thereto. If the Unit Owners have not authorized a sale of the former Condominium and Association property within one year after the recording of the Certificate of Termination, the Trustee may proceed to sell the property without agreement by the Association or the former Unit Owners. The net proceeds of the sale of any of the property or assets of the Association shall be distributed by the Termination Trustee to the beneficial owners thereof, as their interests shall appear.

16.7. **NEW CONDOMINIUM** -- The termination of the Condominium does not bar creation of another Condominium including all or any portion of the property.

16.8. **PROVISIONS SURVIVE TERMINATION** -- The provisions of this Paragraph 16 are covenants running with the land, and shall survive the termination of the Condominium until all matters covered by those provisions have been completed. The Board of Directors shall continue to function in accordance with the Bylaws and Articles of Incorporation, and shall have the power to levy assessments to pay the costs and expenses of the Trustee and of maintaining the property until it is sold. The costs of termination, the fees and expenses of the Termination Trustee, as well as post-termination costs of maintaining the former Condominium Property, are Common Expenses, the payment of which shall be secured by a lien on the beneficial interest owned by each former Unit Owner, which to the maximum extent permitted by law, shall be superior to, and take priority over, all other liens.

17. **PROVISIONS PERTAINING TO THE DEVELOPER** -- As long as the Developer holds any Unit for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

17.1. Assessment of the Developer as a Unit Owner for capital improvements.

17.2. Any action by the Association that would be detrimental to the sale of Units or the completion of the project by the Developer, including such use of unsold Units and Common Elements and Association Property as may facilitate completion, sale, maintenance of a sales office, showing of the property, and display of signs. Notwithstanding, Developer shall pay common expenses incurred, during such period, which exceed regular periodic assessments against other Unit Owners.

17.3. Assessment of the Developer for those unsold Units owned by the Developer.

The period during which this exception to assessments shall remain in effect shall terminate on the first day of the fourth calendar month following the month in which the first closing occurs of a purchase contract for a Unit.

18. RIGHTS OF MORTGAGEES

18.1. PARTIAL EXCUSAL FROM PRIOR ASSESSMENTS -- A first mortgagee who acquires title to a Unit by purchase at a foreclosure sale or by deed in lieu of foreclosure is liable for the unpaid assessments that became due prior to the mortgagee's receipt of the deed, but in no event shall the mortgagee be liable for more than six months of the unit's unpaid common expenses or assessments accrued before the acquisition of the title to the Unit by the mortgagee or 1% of the original mortgage debt, whichever amount is less. This provision shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Such mortgagee may obtain title, own, occupy, lease, sell, or otherwise dispose of such Unit without the approval of the Association. This paragraph shall be deemed amended so as to remain in conformity with the provisions of *F.S. 718.116* as it is amended from time to time.

18.2. RIGHTS TO INFORMATION -- On receipt by the Association from any institutional mortgagee, guarantor, or insurer of a copy of the mortgage held by such mortgagee, guarantor, or insurer on a Unit, together with a written request from such mortgagee or an insurer or guarantor of such mortgagee specifying the address to which the following items are to be sent, the Association shall timely send to such mortgagee, insurer, or guarantor the following, for which the Association may charge a reasonable fee:

18.2.1. **FINANCIAL STATEMENTS** -- A copy of a financial statement of the Association for the immediately preceding fiscal year; and

18.2.2. **INSURANCE CANCELLATION** -- Written notice of the cancellation or termination by the Association of any policies of insurance covering the Condominium or Association Property or any improvements thereon, or any fidelity bonds of the Association except when the reason for the termination or cancellation of the insurance policy or bond is to change insurance companies or because the policy or bond is not needed or is not available; and

18.2.3. **DAMAGE TO CONDOMINIUM** -- Written notice of any damage or destruction to the improvements located on the Common Elements or Association Property that affects a material portion of the Common Elements or Association Property or the Unit securing its mortgage; and

18.2.4. **EMINENT DOMAIN** -- Written notice of a condemnation or eminent domain proceeding affecting a material portion of the Condominium Property or the Unit securing its mortgage; and

18.2.5. **DELINQUENT ASSESSMENTS** -- Written notice of failure by the owner of a Unit encumbered by a first mortgage held by such institutional mortgagee, guarantor, or insurer to pay any assessments when such failure or delinquency has continued for a period of 60 days or longer.

18.2.6. **FAILURE TO NOTIFY** -- The failure of the Association to send any such notice to any such mortgagee, guarantor, or insurer shall have no effect on any meeting, action,

or thing that was to have been the subject of such notice nor affect the validity thereof and shall not be the basis for liability on the part of the Association.

19. **ENFORCEMENT OF ASSESSMENT LIENS** -- Liens for assessments may be foreclosed by suit brought in the name of the Association in the same manner as a foreclosure of a mortgage on real property and the Association also may bring an action to recover a money judgment. After a judgment of foreclosure has been entered, the Unit Owner during occupancy, if so ordered by the Court, shall be required to pay a reasonable rental. If the Unit is rented or leased during the pendency of a foreclosure action, the Association shall be entitled to the appointment of a receiver to collect the rent. The Association shall have all the powers provided in *F.S. 718.116* and shall be entitled to collect interest at the highest lawful rate (currently 18% per annum) on unpaid assessments and reasonable attorneys' fees, including appeals, and costs incident to the collection of such assessment or enforcement of such lien, with or without suit.

19.1. **CREATION AND ENFORCEMENT OF CHARGES** -- The Association shall have a cause of action against Unit Owners to secure payment to the Association by Unit Owners of all Charges, Special Charges, costs, and expenses to the Association that cannot be secured as assessments, regular or special, under *F.S. 718.116*. The charge shall bear interest at the highest lawful rate, and shall carry with it costs and attorneys' fees, including appeals, incurred in collection.

20. **ASSOCIATION AGREEMENTS** -- The Association is authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation,

or other use or benefit to the Unit Owners. The Association also is authorized to enter into agreements to acquire leaseholds, memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other facilities. Such interests need not be contiguous to the lands of the Condominium if they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners.

21. **COMMON EXPENSES AND COMMON SURPLUS** -- Each Unit Owner's share of the Common Expenses and Common Surplus shall be one forty-seventh (1/47) of the whole, based upon each Unit Owner's undivided share of the Common Elements.

22. **CONDEMNATION:**

22.1. **DEPOSIT OF AWARDS WITH ASSOCIATION** -- The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty to the portion taken and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Association; and if any fail to do so, a special charge shall be made against a defaulting Unit Owner in the amount of his award, or the amount of that award shall be set off against any sums payable to that owner.

22.2. **DETERMINATION WHETHER TO CONTINUE CONDOMINIUM** -- Whether the Condominium will be continued after condemnation will be determined in the manner provided in Paragraph 11 above for determining whether damaged property will be reconstructed and repaired after a casualty.

22.3. **DISBURSEMENT OF FUNDS** -- If the Condominium is terminated after condemnation, the proceeds of all awards and special assessments will be deemed to be

Condominium Property and shall be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced, the owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special charges shall be used for these purposes and shall be disbursed in the manner provided for disbursements of funds after a casualty.

22.4. ASSOCIATION AS AGENT -- The Association is hereby irrevocably appointed as each Unit Owner's attorney-in-fact for purposes of negotiating or litigating with the condemning authority for the purpose of realizing just compensation for the taking.

22.5. UNITS REDUCED BUT TENANTABLE -- If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.5.1. RESTORATION OF UNIT -- The Unit shall be made tenantable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be paid by the owner of the Unit Owner;

22.5.2. DISTRIBUTION OF SURPLUS -- The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and mortgagees.

22.6. UNIT MADE UNTENANTABLE -- If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall

be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

22.6.1. PAYMENT OF AWARD -- The fair market value of the Unit immediately prior to the taking, as determined by agreement between the Unit Owner and the Association or by arbitration in accordance with Paragraph 22.6.4., shall be paid to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and the mortgagee(s);

22.6.2. ADDITION TO COMMON ELEMENTS -- If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Unit Owners in the manner approved by the Board of Directors;

22.6.3. ADJUSTMENT OF SHARES IN COMMON ELEMENTS -- The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements equally among the reduced number of Unit Owners.

22.6.4. ARBITRATION -- If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and the Association within 30 days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Unit Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit. A judgment of specific performance on the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisals shall be paid by the party selecting the appraiser.

22.7. **TAKING OF COMMON ELEMENTS** -- Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the owner and mortgagee(s) of the unit.

22.8. **AMENDMENT OF DECLARATION** -- Changes in the Units, in the Common Elements, and in the ownership of the Common Elements that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium as ordered by a court or approved by a majority of Unit Owners (voting interests) of this Condominium, without the consent of any mortgagee being required for any such amendment.

23. **VOTING** -- Each Unit shall have one full indivisible vote in all matters.

24. **FUTURE DEVELOPMENT EASEMENTS** -- Developer, for itself and its successors and assigns, reserves easements over the Condominium Property as necessary to complete future development, if any, including construction access and utilities.

25. **ASSOCIATION MANAGEMENT FEES** -- In addition to other fees described herein, the Association reserves the right to assess Unit Owners for any and all management fees and costs associated with the management of Condominium Property or any activities related thereto as well as all management fees and costs associated with Fiscal Management of the Association. Said Management Fee shall be payable by Unit Owner in accordance with those provisions contained herein governing the payment of Assessments.

26. **THE VILLAGES AMENITIES** -- Each Unit Owner hereby agrees to pay to Developer or its designee a monthly Amenities Fee against each Unit for the benefit and use of the recreational and other amenities of The Villages. Each Unit Owner together with Unit Owner's heirs, successors and assigns, agree to take title subject to and be bound by, and pay the charge set forth herein and acceptance of the deed shall further signify approval of said charge as being reasonable and fair, taking into consideration the nature of Developer's project, Developer's investment in the recreational area, and in view of all the other benefits to be derived by the Unit Owners as provided herein. A complete description of the facilities available pursuant to the payment of the Amenity Fee is included in the attached ***Exhibit "F"*** along with the description of each facilities' location, the number of people who will use the facilities, and each facilities ownership and maintenance arrangements.

26.1. **INITIAL AMOUNT OF AMENITIES FEE** -- This initial monthly amount of the Unit Owner's Amenities Fee shall be as set forth in such Unit Owner's Deed. The Amenities Fee set forth is limited to the Unit Owner named therein.

26.2. **SUBSEQUENT PURCHASERS OF THE UNIT** -- In the event the Unit Owner(s) transfers, assigns or in any way conveys their interest in and to the Unit, the new Unit Owner(s) shall be obligated to pay the prevalent Amenities Fee sum that is then in force and effect for new Owner(s) of units or lots in the most recent addition or Unit of The Villages.

26.3. **ADJUSTMENTS IN THE AMENITIES FEES** -- The Amenity Fee on June 1, 2007 was \$130.00 per month. The amount of the Amenity Fee shall increase every third anniversary of this date by three percent (3.0%) of the Amenity Fee previously applicable to Unit Owners.

26.4. **NATURE OF THE AMENITIES FEE** -- The monthly charges shall be paid to the Developer or its designate each month to insure the provision of the services being paid for. The monthly charges for services described in this section shall be due and payable to Developer and said charges once in effect will continue month to month whether or not said Unit is vacant.

26.5. **AMENITIES FEE SECURED BY LIEN** -- Each Unit Owner does hereby give and grant unto Developer a continuing lien in the nature of a Mortgage upon the Lot of the Owner superior to all other liens and encumbrances, except any Institutional First Mortgage and Association Assessments. This lien shall secure the payment of all monies due Developer hereunder and may be foreclosed in a court of equity in the manner provided for the foreclosures of mortgages. In any such action or any other action to enforce the provision of this lien, including appeals, Developer shall be entitled to recover attorney's fees incurred by it, abstract bills and court costs.

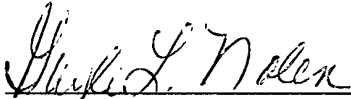
26.6. **NO OWNERSHIP OF AMENITIES FACILITIES** -- Purchasers of Units further agree, by the acceptance of their deeds and the payment of the purchase price therefore, acknowledge that the purchase price was solely for the purchase of their Unit or Unites, and that the Unit Owners, their heirs, successors and assigns, do not have any right, title or claim or interest in and to the recreational, or security areas or facilities contained therein or appurtenant thereto, by reason of the purchase of their respective Unit, it being specifically agreed that Developer, its successors and assigns, si the sole and exclusive Owner of the areas and facilities, and the Amenities Fee is a fee for services and is in no way adjusted according to the cost of providing those services.

27. **SEVERABILITY AND NONWAIVER** -- If any provision of this Declaration or its exhibits as now constituted or as later amended or any paragraph, sentence, clause, phrase, or word, or the application thereof in any circumstances, is held invalid, the validity of the remainder

and of the application of any such provision, section, sentence, clause, phrase, or word in other circumstances shall not be affected thereby. The failure of the Association in any instance to enforce any covenant or provision of this Declaration or any of the Condominium documents shall not constitute a waiver of its right to do so thereafter in other instances.

THIS FIRST AMENDED AND RESTATED DECLARATION OF CONDOMINIUM and exhibits hereto made and entered into this 16th day of SEPTEMBER, 2007.

WITNESSES:


(Sign)

Gayle L. Nolen

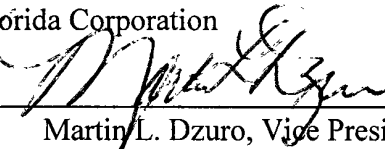
Print Name


(Sign)

Meg Yawn

(Print)

THE VILLAGES OF LAKE-SUMTER, INC.,
a Florida Corporation

By: 

Martin L. Dzuro, Vice President
1020 Lake Sumter Landing
The Villages, Florida 32162

**STATE OF FLORIDA
COUNTY OF SUMTER**

The foregoing instrument was acknowledged before me this 11th day of OCTOBER, 2007,
by **Martin L. Dzuro**, as Vice-President of **THE VILLAGES OF LAKE-SUMTER, INC.**, a
Florida corporation, on behalf of said corporation, who is personally known to me.

Sworn to before me on OCTOBER 10, 2007.

Gayle L. Nolen
NOTARY PUBLIC (Signature)

Print Name Gayle L. Nolen
Commission Number _____
Commission Expires _____



GAYLE L. NOLEN
MY COMMISSION # DD 715479
EXPIRES: September 17, 2011
Bonded Thru Budget Notary Services

O:\User\TR\Villas of Spanish Springs 2006\First Amended and Restated Declaration -final.wpd/gan
Revised: October 8, 2007
Printed: October 9, 2007

Exhibit A

THE VILLAS OF SPANISH SPRINGS

THAT PORTION OF LOT "F", THE VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 92 THROUGH 97, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF AVENIDA CENTRAL WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEL MAR DRIVE AS SHOWN ON AFORESAID PLAT; THENCE ALONG THE RIGHT-OF-WAY LINE OF SAID AVENIDA CENTRAL RUN N65°49'07"W 294.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 700.00 FEET; THENCE RUN NORTHWESTERLY 802.04 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 65°38'51" TO THE END OF SAID CURVE; THENCE N00°10'15"W 351.87 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; SAID POINT ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALONZO AVENUE; THENCE RUN NORTHEASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE END OF SAID CURVE; THENCE N89°49'45"E 332.34 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 469.50 FEET; THENCE RUN EASTERLY 21.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°37'25"; THENCE DEPARTING SAID CURVED RIGHT-OF-WAY LINE RUN S24°10'27"W ALONG A NON-RADIAL LINE 127.82 FEET; THENCE S48°43'12"W 208.69 FEET; THENCE S02°19'00"W 33.54 FEET; THENCE S41°16'48"E 50.15 FEET; THENCE S02°13'29"W 8.44 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 58.17 FEET; THENCE RUN SOUTHWESTERLY 41.30 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 40°40'53" WITH A CHORD BEARING AND DISTANCE OF S23°15'00"W 40.44 FEET TO THE END OF SAID CURVE; THENCE S02°54'33"W 45.54 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 303.17 FEET; THENCE RUN SOUTHERLY 165.12 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 31°12'23" TO THE END OF SAID CURVE; THENCE S23°17'51"E 23.47 FEET; THENCE S09°05'44"W 8.88 FEET; THENCE S48°43'12"W 16.61 FEET; THENCE S41°08'31"E 118.50 FEET; THENCE S41°16'48"E 107.29 FEET; THENCE S42°11'41"E 47.24 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 155.50 FEET; THENCE RUN SOUTHEASTERLY 71.71 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 26°25'26" WITH A CHORD BEARING AND DISTANCE OF S52°36'23"E 71.08 FEET TO THE END OF SAID CURVE; THENCE S65°49'06"E 174.51 FEET; THENCE N24°10'54"E 15.22 FEET; THENCE S84°51'37"E 64.88 FEET; THENCE S82°21'04"E 22.29 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 193.50 FEET; THENCE RUN SOUTHEASTERLY 55.83 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 16°31'57" TO THE END OF SAID CURVE; THENCE S65°49'07"E 16.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.31 FEET; THENCE RUN SOUTHEASTERLY 20.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 56°36'46" WITH A CHORD BEARING AND DISTANCE OF S37°51'55"E 19.26 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEL MAR DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S24°10'53"W 169.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY 39.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE POINT OF BEGINNING.

(CONTAINING 6.26 ACRES)

VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

LEGAL DESCRIPTION:

VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

EXHIBIT B

The quality of this image is equivalent to the quality of the original document

THAT PORTION OF LOT 7, THE VILLAGE CENTER, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 33, PAGES 82 THROUGH 87, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF AVENIDA CENTRAL WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEL MAR DRIVE AS SHOWN ON AFORESAID PLAT; THENCE ALONG THE RIGHT-OF-WAY LINE OF SAID AVENIDA CENTRAL RUN N65° 49'07"W 284.50 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 700.00 FEET; THENCE RUN N00°10'15"W 802.04 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 65°38'51" TO THE END OF SAID CURVE; THENCE ALSO BEING ON THE SOUTHERLY RIGHT-OF-WAY LINE OF ALONZO AVENUE, THENCE RUN NORTHEASTERLY 39.27 FEET ALONG THE ARC OF SAID CURVED RIGHT-OF-WAY LINE THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE END OF SAID CURVE; THENCE N89°49'45"E 332.34 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 169.50 FEET; THENCE RUN EASTERLY 21.50 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 02°37'25"; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S23°55'34"W 127.92 FEET; THENCE S48°51'39"W 208.18 FEET; THENCE S02°25'49"W 33.15 FEET; THENCE S41°08'37"E 50.14 FEET; THENCE S01°59'08"W 8.17 FEET TO A POINT ON A CURVE CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 58.17 FEET; THENCE RUN SOUTHWESTERLY 41.08 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 49°27'47" WITH A CHORD BEARING AND DISTANCE OF S22°54'14"W 40.23 FEET TO THE END OF SAID CURVE; THENCE S01°37'13"W 45.65 FEET TO THE BEGINNING OF A CURVE CONCAVE EASTERLY AND HAVING A RADIUS OF 303.17 FEET; THENCE RUN SOUTHERLY 161.87 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 31°04'42" TO THE END OF SAID CURVE; THENCE S26°51'11"E 23.44 FEET; THENCE S07°27'20"W 9.21 FEET; THENCE S49° 57'50"W 16.35 FEET; THENCE S41°11'59"E 117.84 FEET; THENCE S41°7'09"E 107.62 FEET; THENCE S42°29'08"E 46.32 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 155.50 FEET; THENCE EASTERLY 71.85 FEET THROUGH A CENTRAL ANGLE OF 26°30'45"; SAID CURVE HAVING A CHORD BEARING OF S52°22'46"E 71.31 FEET; THENCE S65°47'13"E 172.00 FEET; THENCE N10°23'55"E 15.43 FEET; THENCE S84°10'39"E 85.40 FEET; THENCE S82°21'04"E 22.28 FEET TO THE BEGINNING OF A CURVE CONCAVE SOUTHERLY AND HAVING A RADIUS OF 193.50 FEET; THENCE EASTERLY 55.83 FEET THROUGH A CENTRAL ANGLE OF 16° 31'57"; THENCE S65°49'07"E 16.56 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 20.31 FEET; THENCE RUN SOUTHEASTERLY 20.07 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE 56°36'46" WITH A CHORD BEARING AND DISTANCE OF S37°51'55"E 19.26 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF DEL MAR DRIVE; THENCE ALONG SAID RIGHT-OF-WAY LINE RUN S24°10'53"W 169.19 FEET TO THE BEGINNING OF A CURVE CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 25.00 FEET; THENCE RUN SOUTHWESTERLY 39.27 FEET ALONG THE ARC THEREOF THROUGH A CENTRAL ANGLE OF 90°00'00" TO THE POINT OF BEGINNING. (CONTAINING 6.278 ACRES, MORE OR LESS.)

NOTES:

1. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2. BEARINGS SHOWN HEREON ARE BASED ON THE RECORD PLAT OF THE VILLAGE CENTER, PLAT BOOK 33, PAGES 82 THRU 87.
3. NO UNDERGROUND IMPROVEMENTS ARE SHOWN HEREON.
4. THIS PROPERTY LIES IN ZONE "C", ACCORDING TO THE F.L.R.M. COMMUNITY-PANEL NO. 120421 0001 B, EFFECTIVE DATE APRIL 1, 1982.
5. THE ELEVATIONS SHOWN HEREON ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (N.G.V.D.) OF 1929.
6. EACH UNIT IS COMPOSED OF A RESIDENCE, THE DIMENSIONS OF WHICH ARE SHOWN HEREON, ARE AVERAGE TO UNFINISHED WALLS AND CEILINGS, AND TO AND THE FINISHED FLOORS. EACH UNIT (RESIDENCE) CONSIST OF THE SPACE BOUNDED BY A VERTICAL PROJECTION OF THE UNIT BOUNDARY LINES AS SHOWN HEREON AND THE HORIZONTAL PLANES OF THE FLOOR AND CEILING AS SHOWN FOR EACH RESPECTIVE BUILDING AND RESPECTIVE FLOOR CONTAINED THEREIN, NOTWITHSTANDING THE ACTUAL LOCATION OF THE WALLS, CEILINGS AND FLOORS, THE UNITS SHALL CONSIST OF THE SPACE HEREIN DEFINED.
7. WHERE ORNAMENTAL CEILING FEATURES SUCH AS SOFFITS, CEILING VAULTS, ETC. OCCUR, THESE ARE TO BE CONSIDERED PART OF THE UNIT IN WHICH THEY ARE LOCATED.
8. THE STAIRWAYS AND GARAGES SHOWN HEREIN ARE PARTS OF THE UNITS IN WHICH THEY ARE DELINEATED.
9. DECORATIVE EXTERIOR WALL FEATURES (CORNICES, ARCHITRAVES, ETC.) WERE NOT SHOWN, THEY ARE PART OF THE COMMON ELEMENTS.

CERTIFICATE OF SURVEYOR

THE UNDERSIGNED, BEING A REGISTERED LAND SURVEYOR AUTHORIZED TO PRACTICE IN THE STATE OF FLORIDA, DOES HEREBY CERTIFY THAT (1) A SURVEY HAS BEEN MADE OF THE LANDS, AND THAT THE PLAT PLAN, WHICH INCLUDES THE SURVEY, CONSISTING OF SHEETS 1 THROUGH 17, INCLUSIVE ("PLANS"), OF VILLAS OF SPANISH SPRINGS, A CONDOMINIUM ("CONDOMINIUM"), AS REFLECTED IN THAT CERTAIN DECLARATION OF CONDOMINIUM RECORDED IN OFFICIAL RECORD BOOK _____ PAGE _____, PUBLIC RECORDS OF LAKE COUNTY, FLORIDA, AS SAME MAY BE AMENDED FROM TIME TO TIME ("DECLARATION"), AND (2) RELATING TO MATTERS OF SURVEY, THE CONSTRUCTION OF UNITS PLANNED IMPROVEMENTS, LANDSCAPING, UTILITY SERVICES AND ACCESS TO THESE UNITS AND THE BUILDING AND THE COMMON ELEMENT FACILITIES, IF ANY, SERVING THE BUILDING ALL AS SET FORTH IN THE DECLARATION, IS A TRUE AND CORRECT GRAPHIC DESCRIPTION OF THE CONDOMINIUM PROPERTIES OF THE IMPROVEMENTS, AND THAT THE "PLANS", TOGETHER WITH THE PROVISIONS OF THE DECLARATION DESCRIBING ELEMENTS OF EACH UNIT CAN BE DETERMINED FROM THE "PLANS", AND THE DECLARATION, IS AN ACCURATE REPRESENTATION OF THE LOCATIONS AND DIMENSIONS, AS REQUIRED BY SECTION 718.104 (4) (E), FLORIDA STATUTES, AS OF THE DATE HEREOF, UNITS 1102 THRU 1144, 1202 THRU 1238 (EVEN NUMBERS), AND 1231 THRU 1241 (ODD NUMBERS) AS DEPICTED ON THE "PLANS", ARE SUBSTANTIALLY COMPLETE.


SURVEYOR William S. Barclay 09/10/01
WILLIAM S. BARCLAY, PROFESSIONAL SURVEYOR & MAPPER
FLORIDA REGISTRATION NO. 3875


WITNESSES

(1) William S. Barclay Jr.
PRINT NAME
(2) Travis R. Skinner
PRINT NAME

STATE OF Florida COUNTY OF Lake
The foregoing Declaration was acknowledged before me this 10th day of August, 2001 by William S. Barclay
Professional Surveyor & Mapper.

He (is personally known to me) or (has produced as identification) and (has) (did not) take an oath.
Signature of Acknowledger Nancy A. Waters
Printed name of Acknowledger Nancy A. Waters
Title or Rank Notary
My commission Expires: June 25, 2005
(SEAL OR STAMP)

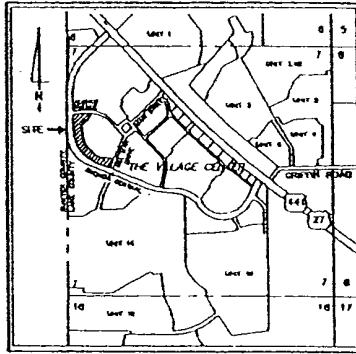
 Nancy A. Waters
My Commission D0002811
Expires June 25, 2005

SHEET 1 OF 17		COVER SHEET
CLIENT: VILLAS OF SPANISH SPRINGS	DATE: 08/10/01	BY SECTION 7, FORTY-FOUR HOURS, 24 HOURS, LAKE COUNTY, FLORIDA.
DRAWN BY: JES	CHECKED BY: WSB	VILLAS OF SPANISH SPRINGS & CONDOMINIUM
REVISIONS:	DATE:	

LAS OF SPANISH SPRINGS, A CONDOMINIUM

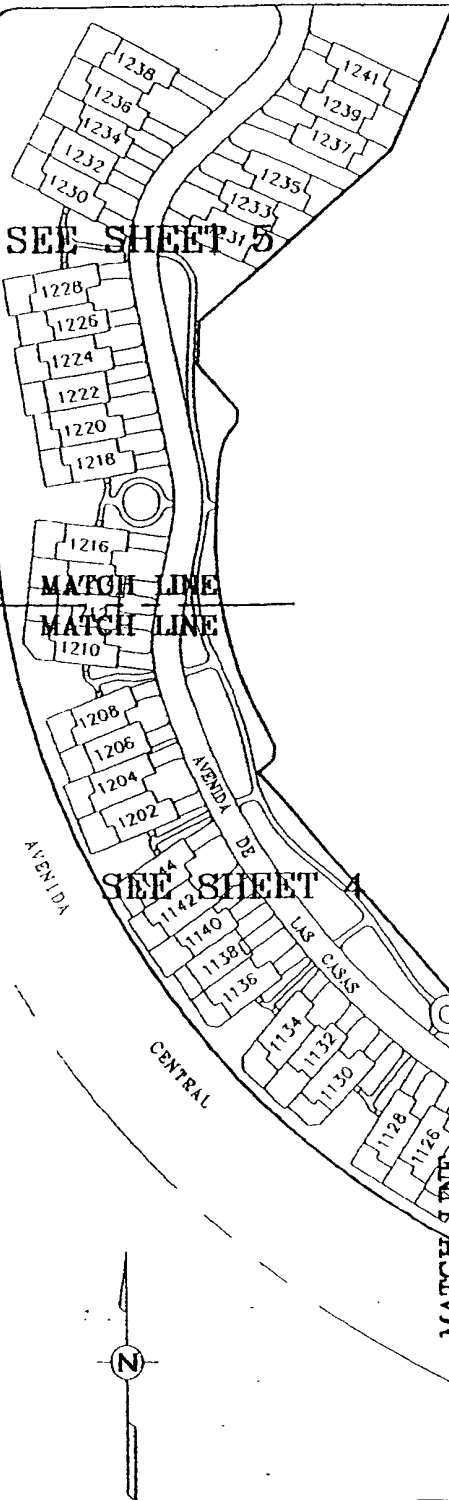
ALONZO AVENUE

VICINITY MAP
NOT TO SCALE



LEGEND

- ⊙ INDICATES 5/8" ROD & CAP SET (LB#4709) OR AS NOTED
- INDICATES 5/8" ROD & CAP FULCRUM (LB#4709) OR AS NOTED
- ⊕ INDICATES P.U. MAIL AND DISK SET (LB#4709) OR AS NOTED
- R INDICATES RADIUS LENGTH
- L INDICATES ARC LENGTH
- Δ INDICATES DELTA (CENTRAL ANGLE OF CURVE)
- R INDICATES RADIUS LENGTH
- CH INDICATES CHORD BEARING
- CH INDICATES CHORD LENGTH
- R/W INDICATES RIGHT-OF-WAY LINE
- LB INDICATES LICENSED BUSINESS
- P.O.B. INDICATES POINT OF BEGINNING
- ⊕ INDICATES CENTERLINE
- O.R.B. INDICATES OFFICIAL RECORD BOOK
- P.G. INDICATES PAGE NUMBER
- C.E. INDICATES COMMON ELEMENT
- L.C.E. INDICATES LIMITED COMMON ELEMENT
- S.W. INDICATES SIDEWALK
- CONC. INDICATES CONCRETE

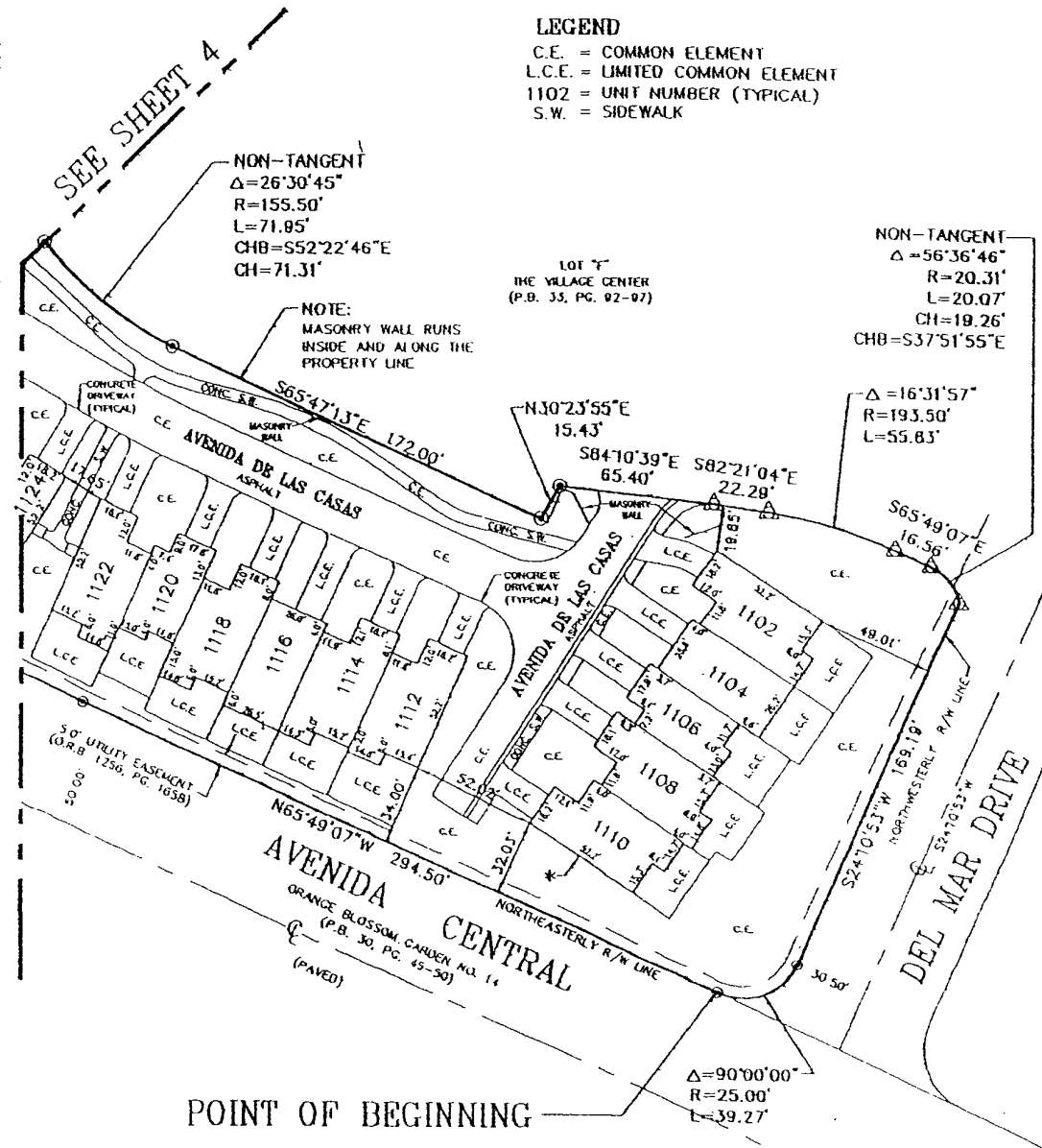


SHEET 2 OF 17		BOUNDARY KEY SHEET	
CLIENT	GRANT & COLLINS	IN SECTION 7, TOWNSHIP 14 NORTH, RANGE 34 EAST, LAKE COUNTY, FLORIDA.	
DATE	02/14/01	VILLAS OF SPANISH SPRINGS, A CONDOMINIUM	
DRAWN BY	DESIGNED BY	FARNER BARLEY AND ASSOCIATES, INC. ENGINEERS & SURVEYORS PLANNERS 100 S.W. 10th Avenue, Suite 200, Fort Lauderdale, FL 33304	
ACAD FILE	DATE		

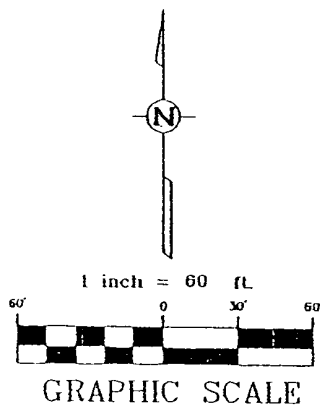
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is equivalent to the quality
of the original document.


C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
1102 = UNIT NUMBER (TYPICAL)
S.W. = SIDEWALK



* NOTE:
THE BOLD LINES SHOWN HEREON
ARE THE EXTERIOR WALLS OF
THE RESPECTIVE BUILDINGS AT
GROUND FLOOR.



SHEET 3 OF 17		BORDARY SURVEY	
COUNTY	DEWITT & Bolinas	IN SECTION 5, TOWNSHIP 18 SOUTH, RANGE 26 EAST, LAKE COUNTY, FLORIDA.	
JOB NO.	DEW-14-308	TULSA OF SPANISH SPEAKERS, A COUNCILMEMBER	
DATE	06/21/41 FIELD		
DRAWN BY	WJH	CHECKED BY	WJH
ACAD FILE NO.	14-308	PLR. BOOK	N/A
REVISIONS		DATE	



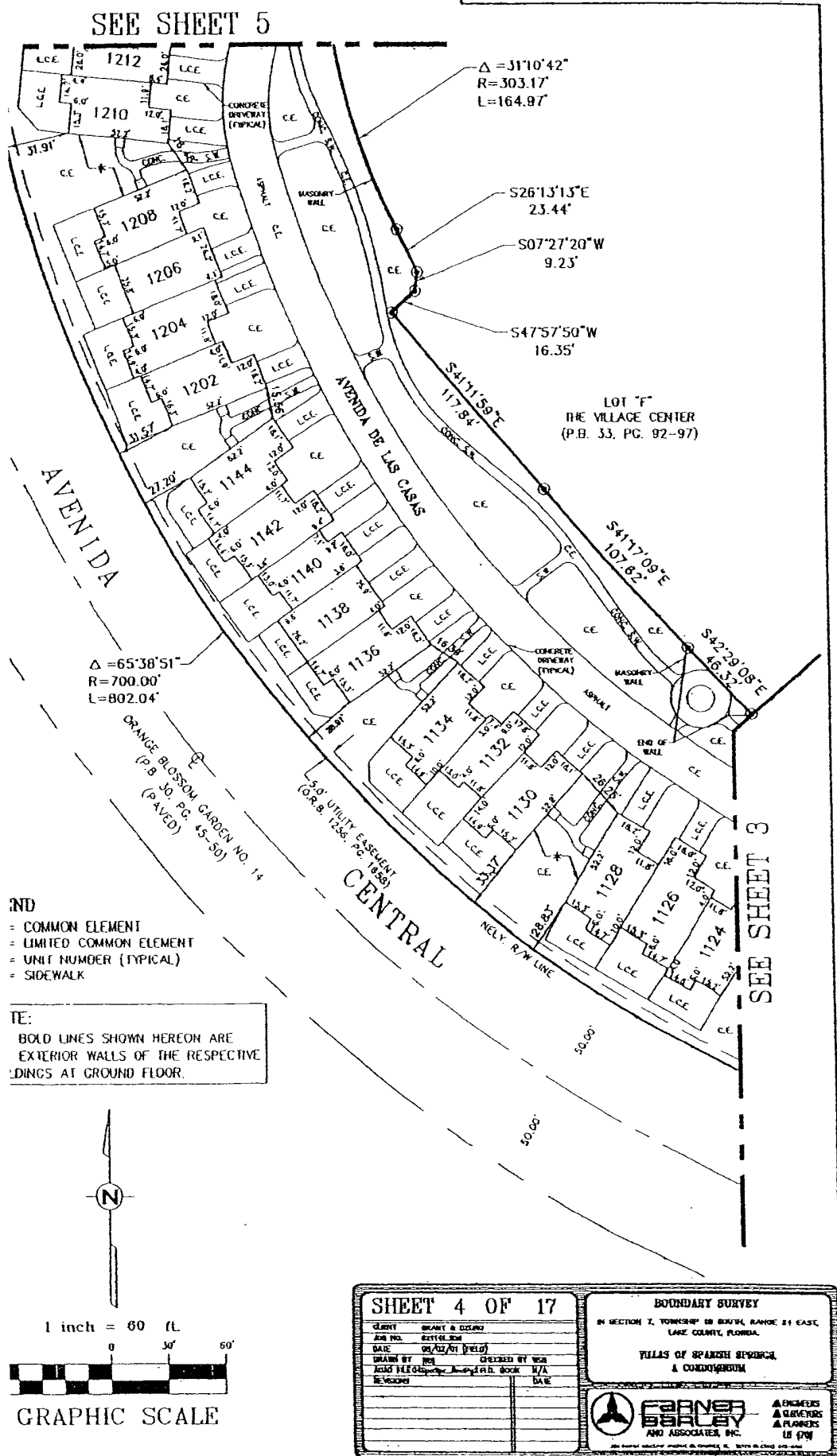
FARNER BARLEY
AND ASSOCIATES, INC.

▲ SURVEYS
▲ ENGINEERING
▲ PLANNING
▲ CONSTRUCTION

200 WEST GUYTON AVENUE, SUITE 100, DALLAS, TEXAS 75201

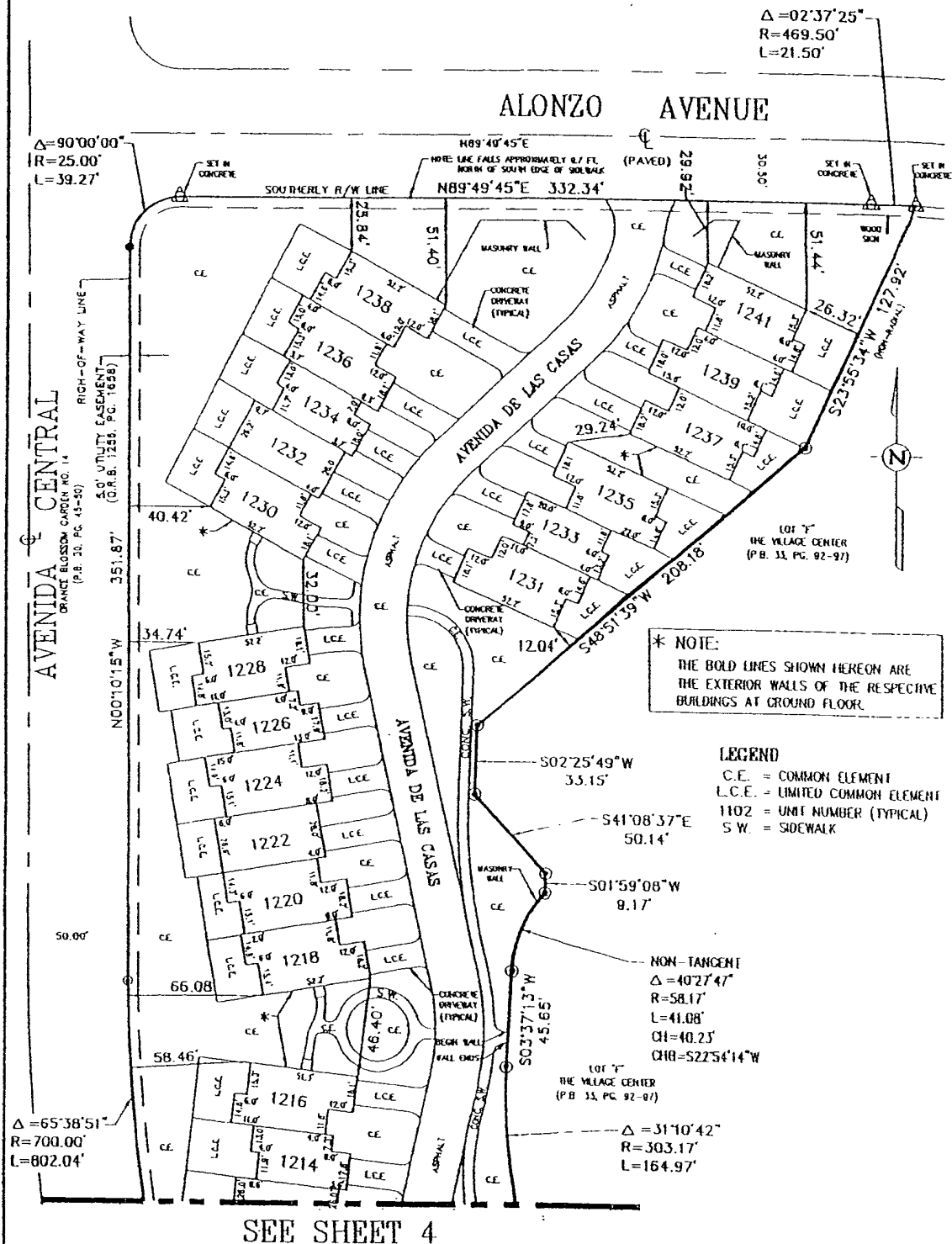
VILLAGES OF SPANISH SPRINGS, A CONDOMINIUM

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VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

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of the original document.



SHEET 5 OF 17		BOUNDARY SURVEY	
CLIENT	GRANT & DEARD	ON SECTION 7, TOWNSHIP 18 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.	
JOB NO.	21141.301		
DATE	05/04/01 (FIELD)		
DRAWN BY	JES	CHECKED BY	
ACAD. PREPARED BY	JES	DATE	
REVISIONS			
		FARNER BARLEY AND ASSOCIATES, INC. ENGINEERS, SURVEYORS, PLANNERS 100 SOUTH ORANGE AVENUE, SUITE 100, ORANGE, FL 32801-4000	

NOTE:
1. ALL IMPROVEMENTS ARE EXISTING

LEGEND:
C.E. = COMMON ELEMENT
L.C.E. = LIMITED COMMON ELEMENT
1102 = UNIT NUMBER (TYPICAL)
E.O.P. = EDGE OF PAVEMENT

GRAPHIC SCALE
1 inch = 120 ft

SHEET 6 OF 17

OVERALL SITE PLAN
IN SECTION 7, TOWNSHIP 18 SOUTH, RANGE 26 EAST,
LEES COUNTY, FLORIDA.
VILLAS OF SPANISH SPRINGS,
A CONDOMINIUM

CLIENT: GRANT & OZLERS
DATE: 08/12/01
SCALE: 1/8" = 1'-0"
DESIGNED BY: JES
CHECKED BY: JES
DATE:

ENGINEERS & ARCHITECTS
A. J. JONES & ASSOCIATES, INC.
1000 N. W. 10th St., Suite 100, Ft. Lauderdale, FL 33304
TEL: (954) 561-1111 FAX: (954) 561-1112

Page 60 of 136

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▲ **SHOEBERS**
▲ **SLIMEDORS**
▲ **PLANNERS**
18 400

LLAS OF SPANISH SPRINGS, A CONDOMINIUM

L.C.E. = LIMITED COMMON ELEMENT

ONS:

FLOOR=72.61'
CEILING=81.51'
FLOOR=83.06'
CEILING=91.06'
FONT=72.46'
EAR=72.62'

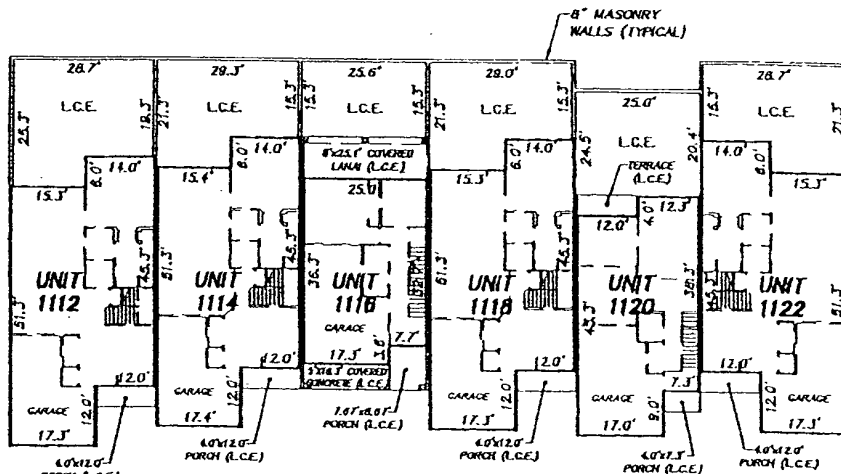
FLOOR=72.61'
CEILING=81.51'
FLOOR=83.06'
CEILING=91.06'
FONT=72.48'
EAR=72.59'

FLOOR=72.25'
CEILING=81.15'
FLOOR=82.70'
CEILING=91.60'
FLOOR=93.15'
8' CEILING=101.15'
5' CEILING=98.10'
FONT=72.12'
EAR=72.25'

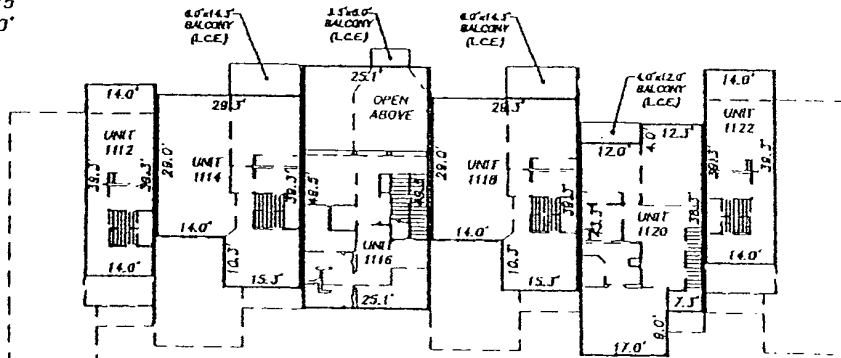
FLOOR=72.25'
CEILING=81.15'
FLOOR=82.65'
CEILING=90.65'
FONT=72.13'
EAR=72.25'

FLOOR=71.91'
CEILING=80.81'
FLOOR=82.36'
CEILING=90.31'
FONT=71.78'
EAR=71.88'

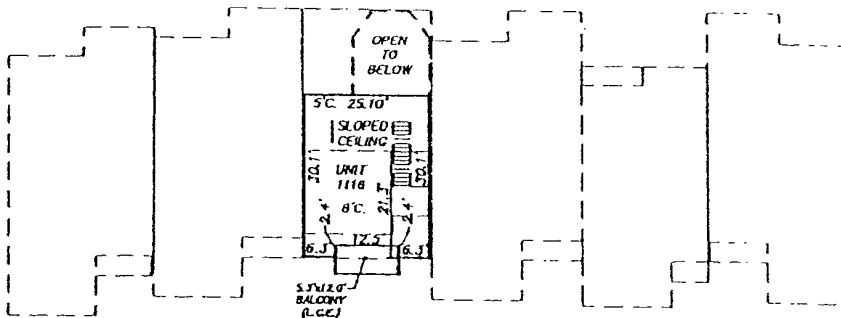
FLOOR=71.90'
CEILING=80.80'
FLOOR=82.35'
CEILING=90.35'
FONT=71.76'
EAR=71.88'



FIRST FLOOR PLAN
SCALE: 1"=30'



SECOND FLOOR PLAN
SCALE: 1"=30'



THIRD FLOOR PLAN
SCALE: 1"=30'

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SHEET 8 OF 17		UNITS 1102-1122	
CLIENT: GRANT & BOND DATE: 08/22/01 DRAWN BY: JHS CHECKED BY: WBS DATE:		IN SECTION 7, TOWNSHIP 36 SOUTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA, TOWNSHIP OF SPANISH SPRINGS, A CONDOMINIUM	
ARCH FILE: 04-00-01-01 REVISIONS:		FARNER AND ASSOCIATES, INC. 12 4701	

VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

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ELEVATIONS:

UNIT 1124

1st FINISH FLOOR=71.10'
1st FLOOR CEILING=80.00'
2nd FINISH FLOOR=81.55'
2nd FLOOR CEILING=89.50'
GARAGE FRONT=70.94'
GARAGE REAR=71.06'

UNIT 1126

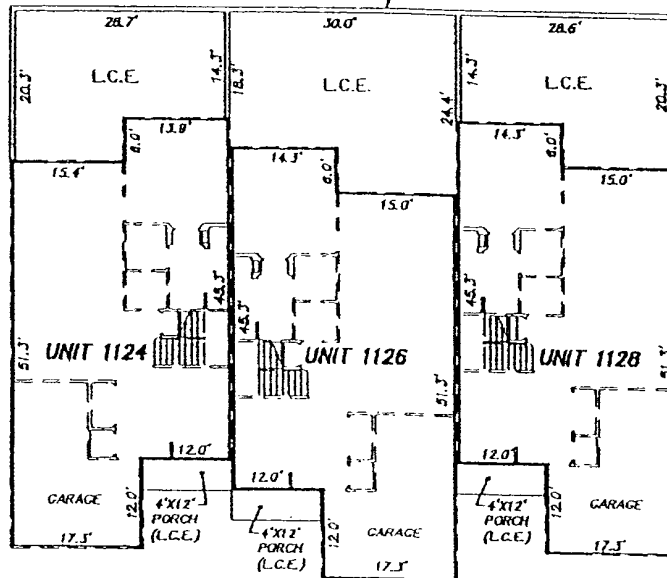
1st FINISH FLOOR=71.44'
1st FLOOR CEILING=80.39'
2nd FINISH FLOOR=81.94'
2nd FLOOR CEILING=89.94'
GARAGE FRONT=71.33'
GARAGE REAR=71.43'

UNIT 1128

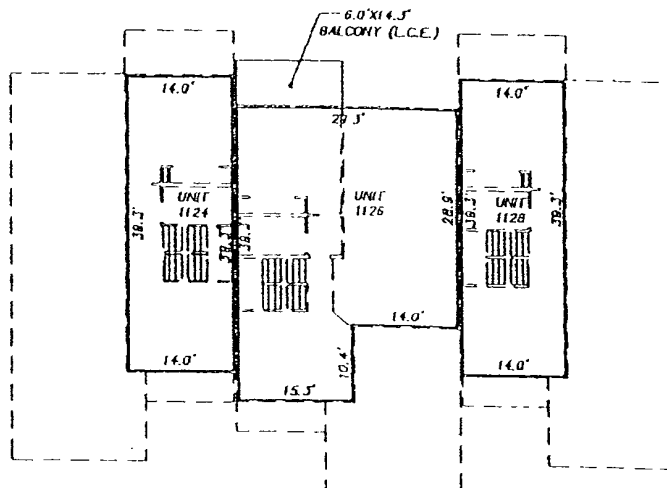
1st FINISH FLOOR=71.77'
1st FLOOR CEILING=80.67'
2nd FINISH FLOOR=82.22'
2nd FLOOR CEILING=90.22'
GARAGE FRONT=71.62'
GARAGE REAR=71.76'

L.C.E. = LIMITED COMMON ELEMENT



8" MASONRY
WALLS (TYPICAL)



FIRST FLOOR PLAN
SCALE: 1"=20'



SECOND FLOOR PLAN
SCALE: 1"=20'

SHEET 9 OF 17		UNITS 1124-1128	
CLIENT	GRANT & SELLERS	IN SECTION 7, TOWNSHIP 16 NORTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.	
JOB NO.	831141.000		
DATE	06/12/92		
DRAWN BY	TR	CHECKED BY	WCB
ACAD FILE	Building A.F.I. FLD. BOOK	S/A	
REVISION		DATE	
		 GARNER-BARLEY AND ASSOCIATES, INC. 	

LLAS OF SPANISH SPRINGS, A CONDOMINIUM

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L.C.E. = LIMITED COMMON ELEMENT

ATTIONS:

'130

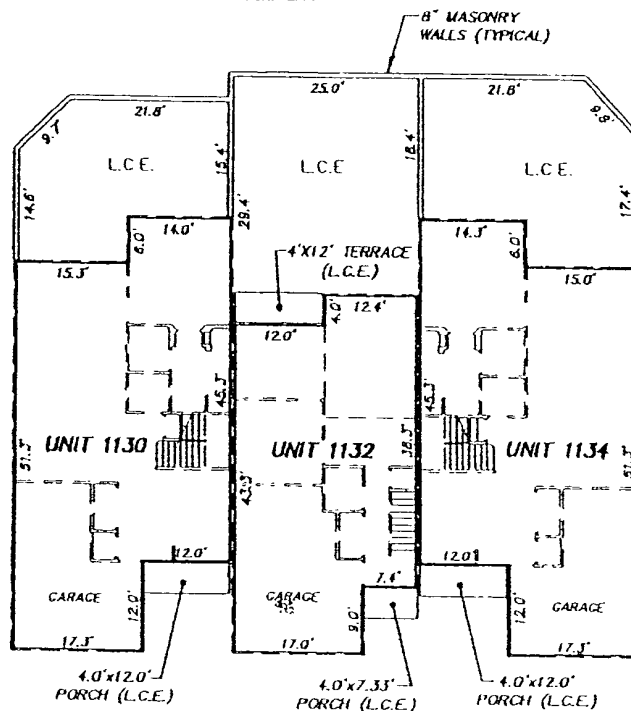
ISH FLOOR=71.71'
XOR CEILING=80.61'
VISH FLOOR=82.16'
DOOR CEILING=90.11'
FRONT=71.57'
REAR=71.67'

'132

ISH FLOOR=72.06'
XOR CEILING=80.96'
VISH FLOOR=82.46'
DOOR CEILING=90.46'
FRONT=71.92'
REAR=72.00'

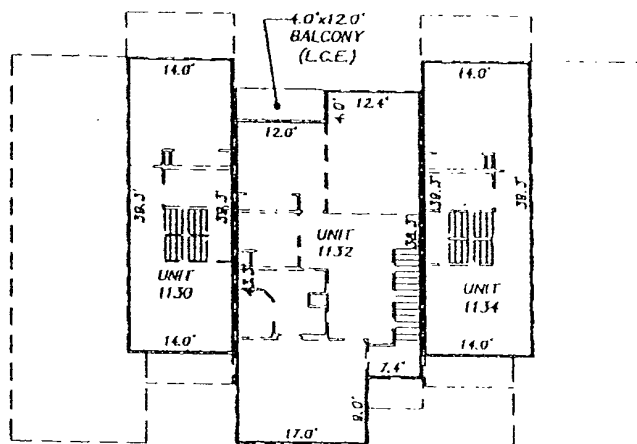
'134

ISH FLOOR=72.39'
XOR CEILING=81.29'
VISH FLOOR=82.84'
DOOR CEILING=90.84'
FRONT=72.22'
REAR=72.33'



FIRST FLOOR PLAN

SCALE: 1"=20'



SECOND FLOOR PLAN

SCALE: 1"=20'

SHEET 10 OF 17		UNITS 1130-1134	
CLIENT: GRANT & OZARIO		IN SECTION 7, TOWNSHIP 16 SOUTH, RANGE 34 EAST, LAKE COUNTY, FLORIDA.	
JOB NO: 631411.304		VILLAS OF SPANISH SPRINGS, A CONDOMINIUM	
DATE: 08/03/01			
DESIGNED BY: JEN	CHECKED BY: MGH		
ACAD FILE: jenny.dwg	PLO. BOOK: N/A		
REVISIONS:	DATE:		
		ENGINEERS ARCHITECTS PLUMBERS 10 6708	

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L.C.E. = LIMITED COMMON ELEMENT

UNIT 1136

1st FINISH FLOOR=72.33'
1st FLOOR CEILING=81.23'
2nd FINISH FLOOR=82.78'
2nd FLOOR CEILING=91.68'
3rd FINISH FLOOR=93.23'
3rd FLOOR 8" CEILING=101.18'
3rd FLOOR 5" CEILING=98.13'
GARAGE FRONT=72.22'
GARAGE REAR=72.31'

1st FINISH FLOOR=71.98'
1st FLOOR CEILING=80.88
2nd FINISH FLOOR=82.38'
2nd FLOOR CEILING=91.18'
GARAGE FRONT=71.88'
GARAGE REAR=71.97'

1st FINISH FLOOR=71.98'
1st FLOOR CEILING=80.88'
2nd FINISH FLOOR=82.38'
2nd FLOOR CEILING=90.38'
GARAGE FRONT=71.88'
GARAGE REAR=71.94'

1st FINISH FLOOR=71.66'
1st FLOOR CEILING=80.56'
2nd FINISH FLOOR=82.06'
2nd FLOOR CEILING=90.06'
GARAGE FRONT=71.56'
GARAGE REAR=71.62'

FIRST FLOOR PLAN

SCALE: 1"=30'

SECOND FLOOR PLAN

SCALE: 1"=30'

THIRD FLOOR PLAN

SCALE: 1"=30'

[illegible]

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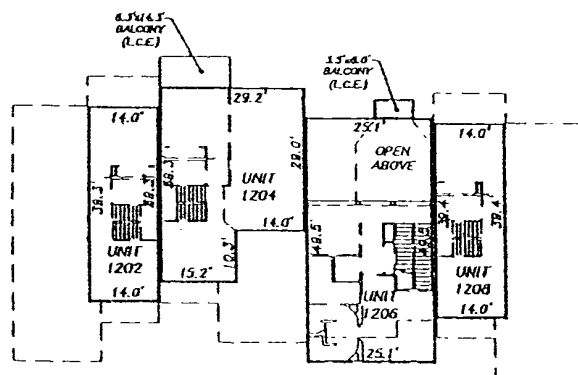
T 1202
 FINISH FLOOR=71.09'
 FLOOR CEILING=80.04'
 FINISH FLOOR=81.59'
 FLOOR CEILING=89.59*
 AGE FRONT=70.94'
 AGE REAR=71.03'

F 1204
 FINISH FLOOR=71.10'
 FLOOR CEILING=80.00'
 FINISH FLOOR=81.55'
 FLOOR CEILING=89.55'
 AGE FRONT=70.93'
 AGE REAR=71.04'

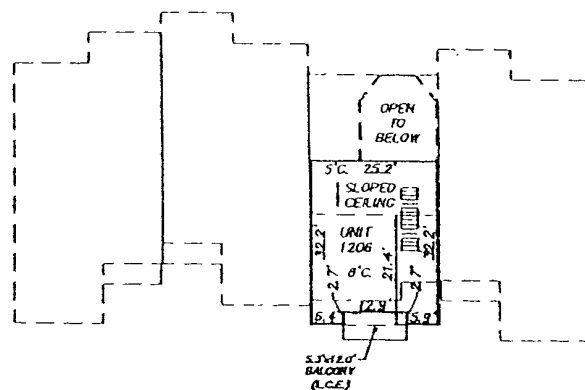
F 1206
FINISH FLOOR=70.74'
FLOOR CEILING=79.64'
FINISH FLOOR=81.19'
FLOOR CEILING=90.09'
FINISH FLOOR=91.64'
FLOOR 8' CEILING=99.64'
FLOOR 5' CEILING=96.64'
AGE FRONT=70.62'
AGE REAR=70.70'

T 1208
FINISH FLOOR=70.72'
FLOOR CEILING=79.57'
FINISH FLOOR=81.12'
FLOOR CEILING=89.12'
AGE FRONT=70.62'
AGE REAR=70.68'


FIRST FLOOR PLAN
SCALE: 1"=30'



SECOND FLOOR PLAN
SCALE: 1"=30'



THIRD FLOOR PLAN
SCALE: 1"=30'

SHEET 12 OF 17		UNITS 1202-1208	
CLIENT <u>GRANITE & GEMINI</u> JOB NO. <u>021114301</u> DATE <u>05/02/01</u> DRAWN BY <u>PSB</u> CHECKED BY <u>WGB</u> NCPI FILE <u>Building_A</u> P.L.D. QUICK <u>N/A</u> REVISIONS _____ DATE _____		IN SECTION 7, TOWNSHIP 16 NORTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA. TELLAS OF SPANISH SPRINGS, & CHOCOMAQUETTE	
		 <div style="display: inline-block; text-align: center; margin-top: 10px;"> FARNER BARLEY AND ASSOCIATES, INC. </div> <div style="display: inline-block; vertical-align: top; margin-top: 10px;"> <p>▲ ENGINEERS ▲ SURVEYORS ▲ PLANNERS IN (FL)</p> </div>	

VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

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L.C.E. - UNITED COMMON ELEMENT

ELEVATIONS:

UNIT 1210

1st FINISH FLOOR=79.50'
1st FLOOR CEILING=79.40'
2nd FINISH FLOOR=80.95'
2nd FLOOR CEILING=80.95'
GARAGE FRONT=79.40'
GARAGE REAR=79.48'

UNIT 1212

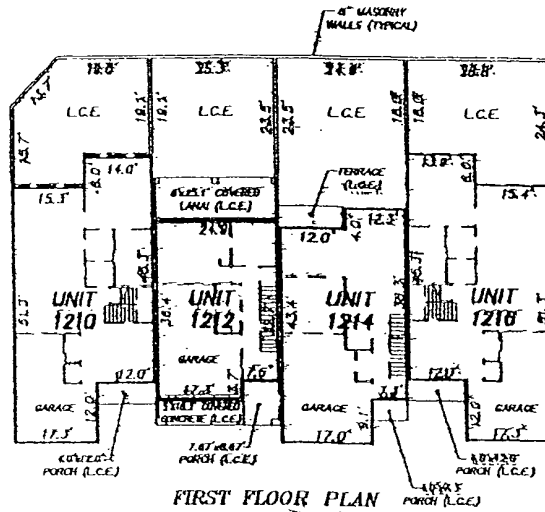
1st FINISH FLOOR=79.55'
1st FLOOR CEILING=79.45'
2nd FINISH FLOOR=81.00'
2nd FLOOR CEILING=89.00'
3rd FINISH FLOOR=90.55'
3rd FLOOR 5' CEILING=95.55'
GARAGE FRONT=79.42'
GARAGE REAR=79.48'

UNIT 1214

1st FINISH FLOOR=79.91
1st FLOOR CEILING=79.81
2nd FINISH FLOOR=81.36
2nd FLOOR CEILING=89.36
GARAGE FRONT=79.79'
GARAGE REAR=79.84'

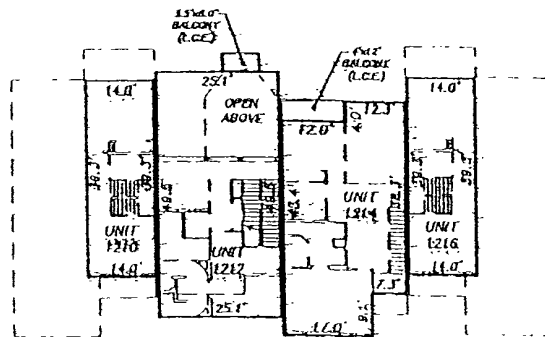
UNIT 1216

1st FINISH FLOOR=79.85
1st FLOOR CEILING=79.75
2nd FINISH FLOOR=81.30
2nd FLOOR CEILING=89.30
GARAGE FRONT=79.76
GARAGE REAR=79.83



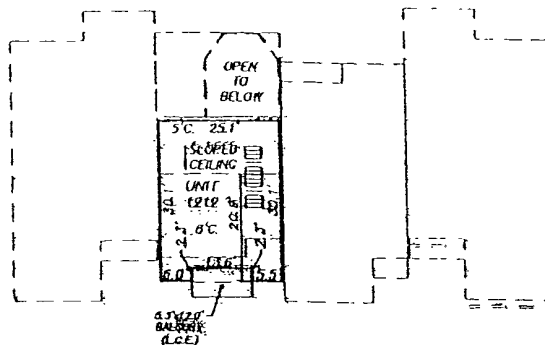
FIRST FLOOR PLAN

SCALE: 1"=20'



SECOND FLOOR PLAN

SCALE: 1"=20'



THIRD FLOOR PLAN

SCALE: 1"=20'

SHEET 13 OF 17		UNITS 1210-1216	
CLIENT	GRANT & SHERMAN	DATE	05/02/04
JOB NO.	02141.001	CHECKED BY	RD. BOCK
DATE	05/02/04	DATE	
DESIGNED BY	RD. BOCK	DATE	
ACAD. FILE	02141.001	DATE	
REVISIONS		DATE	
<p>IN SECTION 1, PARAGRAPH 18, ARTICLE 24, CHAPTER 15, VILLAS OF SPANISH SPRINGS, A CONDOMINIUM</p>		<p>PLANNED BY: GRANT & SHERMAN, INC.</p>	
<p>DESIGNED BY: GRANT & SHERMAN, INC.</p>		<p>PLANNED BY: GRANT & SHERMAN, INC.</p>	

VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

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L.C.E. - LIMITED COMMON ELEMENT

NOTES:

18

1 FLOOR=71.13'
R CEILING=80.03'
H FLOOR=81.58'
R CEILING=89.55'
FRONT=71.00'
REAR=71.09'

20

1 FLOOR=71.15'
R CEILING=80.05'
H FLOOR=81.60'
R CEILING=89.55'
FRONT=71.02'
REAR=71.11'

22

1 FLOOR=70.93'
R CEILING=79.83'
H FLOOR=81.38'
R CEILING=90.23'
H FLOOR=91.78'
R 8' CEILING=99.78'
R 5' CEILING=96.78'
FRONT=70.82'
REAR=70.90'

24

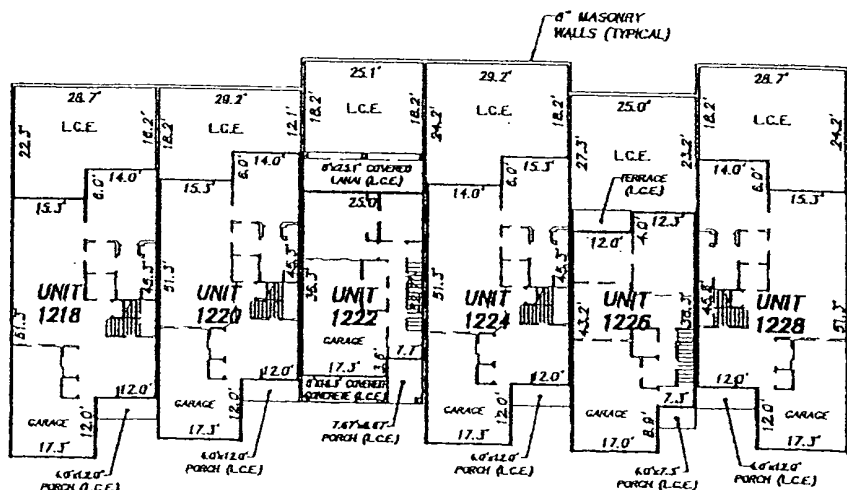
1 FLOOR=70.80'
R CEILING=79.70'
H FLOOR=81.20'
R CEILING=89.20'
FRONT=70.68'
REAR=70.79'

26

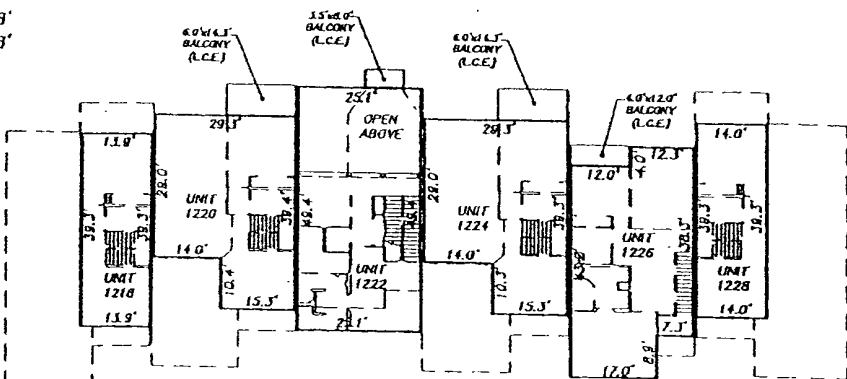
1 FLOOR=70.42'
R CEILING=79.32'
H FLOOR=80.87'
R CEILING=88.82'
FRONT=70.41'
REAR=70.32'

28

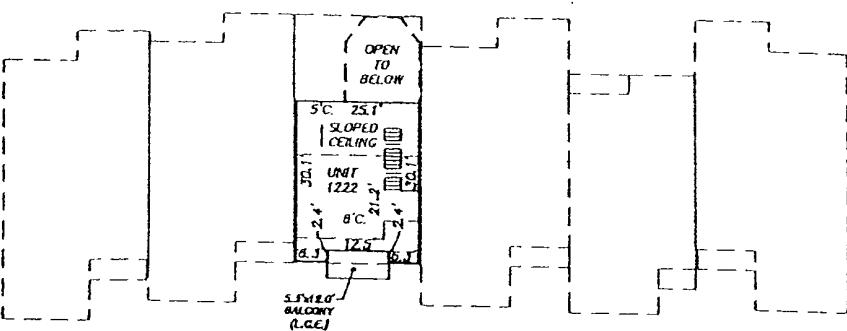
1 FLOOR=70.46'
R CEILING=79.36'
H FLOOR=80.91'
R CEILING=88.91'
FRONT=70.32'
REAR=70.42'



FIRST FLOOR PLAN
SCALE: 1"=30'



SECOND FLOOR PLAN
SCALE: 1"=30'



THIRD FLOOR PLAN
SCALE: 1"=30'

SHEET 14 OF 17		UNITS 1218-1228	
CLIENT	GRANT & CLARK	IN SECTION 2, TOWNSHIP 18 NORTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.	
DATE	01/14/00	VILLAS OF SPANISH SPRINGS, A CONDOMINIUM	
DESIGNED BY	W.B.	FARNER BARLEY AND ASSOCIATES, INC.	
CHECKED BY	W.B.	ENGINEERS	
DATE	01/14/00	PLANNERS	
DATE	01/14/00	18 APR	

VILLAS OF SPANISH SPRINGS, A CONDOMINIUM

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L.C.E. = UNITED COMMON ELEMENT

ELEVATIONS:

UNIT 1230

1st FINISH FLOOR=70.08'
1st FLOOR CEILING=78.98'
2nd FINISH FLOOR=80.48'
2nd FLOOR CEILING=88.48'
GARAGE FRONT=69.95'
GARAGE REAR=70.06'

UNIT 1232

1st FINISH FLOOR=70.09'
1st FLOOR CEILING=79.04'
2nd FINISH FLOOR=80.59'
2nd FLOOR CEILING=89.44'
3rd FINISH FLOOR=90.99'
3rd FLOOR 8' CEILING=98.99'
3rd FLOOR 5' CEILING=95.84'
GARAGE FRONT=69.97'
GARAGE REAR=70.04'

UNIT 1234

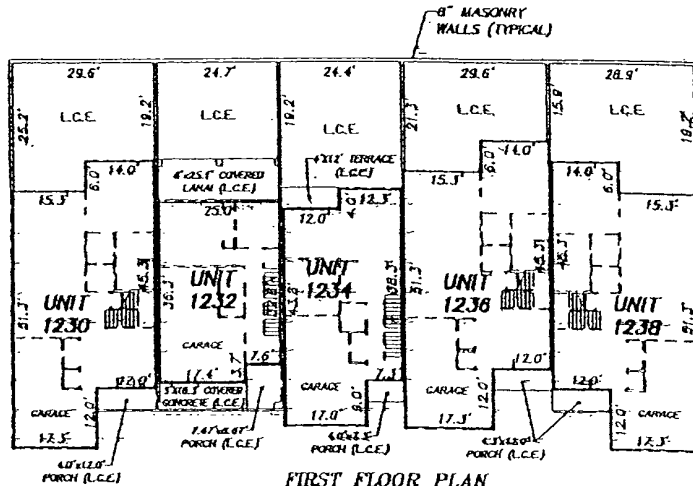
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2nd FINISH FLOOR=80.18'
2nd FLOOR CEILING=88.18'
GARAGE FRONT=69.61'
GARAGE REAR=69.72'

UNIT 1236

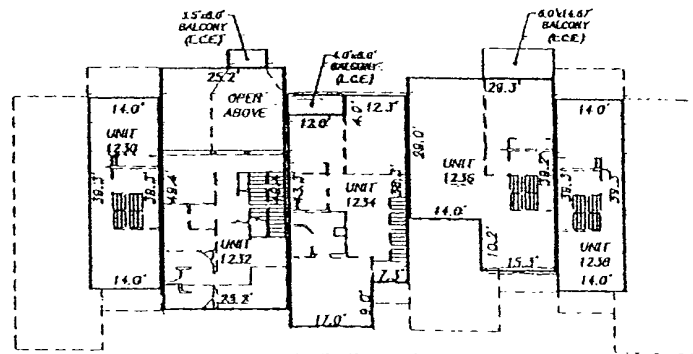
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GARAGE REAR=69.68'

UNIT 1238

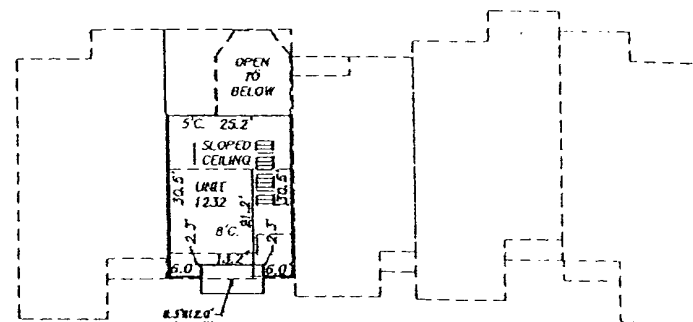
1st FINISH FLOOR=69.34'
1st FLOOR CEILING=78.24'
2nd FINISH FLOOR=79.79'
2nd FLOOR CEILING=87.79'
GARAGE FRONT=69.24'
GARAGE REAR=69.32'



FIRST FLOOR PLAN
SCALE: 1"=30'



SECOND FLOOR PLAN
SCALE: 1"=30'

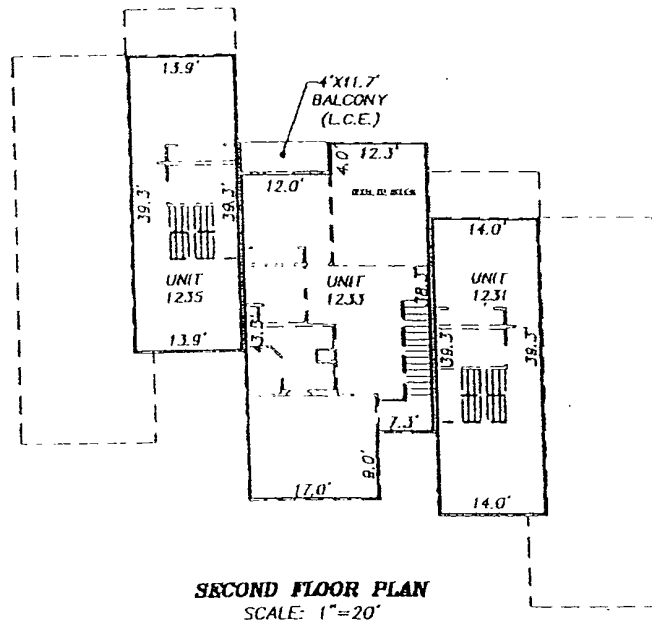


THIRD FLOOR PLAN
SCALE: 1"=30'


SHEET 15 OF 17		UNITS 1230-1238	
CLIENT	JOHN E. GORDON	IN SECTION 7, TOWNSHIP 18 NORTH, RANGE 24 EAST, LAKE COUNTY, FLORIDA.	
DATE	08/11/01	VILLAS OF SPANISH SPRINGS, A CONDOMINIUM	
DRAWN BY	W.S.	CHECKED BY W.S.	
DESIGNED BY	W.S.	DATE	

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1st FINISH FLOOR=69.13'
1st FLOOR CEILING=78.03'
2nd FINISH FLOOR=79.58'
2nd FLOOR CEILING=87.58'
GARAGE FRONT=69.02'
GARAGE REAR=69.08'



SECOND FLOOR PLAN
SCALE: 1"=20'

SHEET 16 OF 17		UNITS 1231-1235	
CLIENT DWIGHT S. BULLARD JOB NO. EST 11123 DATE 06/21/01		IN SECTION 7, TOWNSHIP 18 SOUTH, RANGE 14 EAST, LAKE COUNTY, FLORIDA.	
DRAWN BY WHS CHECKED BY WHS AGED FILE Submittal #2 P.L.D. BOOK W/A REVISIONS		TYPICAL OF SPANISH SPERMAL, A CONDOMINIUM	
		<div style="display: flex; align-items: center; justify-content: center;">  <div style="text-align: center;"> GARNEY AND ASSOCIATES, INC. </div> <div style="margin-left: 10px;"> <p style="font-size: 10pt;">▲ ENGINEERS</p> <p style="font-size: 10pt;">▲ SURVEYORS</p> <p style="font-size: 10pt;">▲ PLANNERS</p> <p style="font-size: 10pt;">IN COA</p> </div> </div>	
1000 NORTHERN AVENUE, SUITE 100, GAITHERSBURG, MD 20878-4400 TEL: 301-281-1000 FAX: 301-281-1001			

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t FINISH FLOOR=67.70'
 t FLOOR CEILING=76.55'
 rd FINISH FLOOR=78.10'
 rd FLOOR CEILING=86.05'
 URAGE FRONT=67.59'
 URAGE REAR=67.67'

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EXHIBIT "C"

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FLORIDA DEPARTMENT OF STATE
Katherine Harris
Secretary of State

October 5, 2001

VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATIO
1100 MAIN STREET
THE VILLAGES, FL 32159

The Articles of Incorporation for VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC. were filed on October 4, 2001, and assigned document number N01000007053. Please refer to this number whenever corresponding with this office.

Enclosed is the certification requested. To be official, the certification for a certified copy must be attached to the original document that was electronically submitted and filed under FAX audit number H01000104758.

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

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

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


Freida Chesser
Corporate Specialist
New Filings Section
Division of Corporations

Letter Number: 801A00055778

Division of Corporations - P.O. BOX 6327 -Tallahassee, Florida 32314

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State of Florida



Department of State

I certify from the records of this office that VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on October 4, 2001.

The document number of this corporation is N01000007053.

I further certify that said corporation has paid all fees due this office through December 31, 2001, and its status is active.

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

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 801A00055778-100501-N01000007053-1/1, noted below.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Fifth day of October, 2001

Authentication Code: 801A00055778-100501-N01000007053-1/1



CR2EO22 (1-99)

Katherine Harris
Katherine Harris
Secretary of State

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ARTICLES OF INCORPORATION
OF
VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC.
A FLORIDA CORPORATION NOT FOR PROFIT

The undersigned incorporators by these articles associate themselves for the purpose of forming a corporation not for profit under the laws of the state of Florida, and adopt the following articles of incorporation:

ARTICLE I. NAME AND ADDRESS

The name of this corporation is VILLAS OF SPANISH SPRINGS CONDOMINIUM OWNERS ASSOCIATION, INC. For convenience, the corporation shall be referred to in this instrument as the "association," these articles of incorporation as the "articles," and the bylaws of the association as the "bylaws."

The street address of the initial principal office of the association is 1100 Main Street, The Villages, Florida 32159.

ARTICLE II. TERM OF EXISTENCE

The association shall have perpetual existence.

ARTICLE III. PURPOSE

This association is organized for the purpose of providing an entity under the Florida Condominium Act ("the Act") for the operation of a condominium located in Lake County, Florida, and known as Villas of Spanish Springs, A Condominium ("the condominium"), to be created under the declaration of condominium ("the declaration").

ARTICLE IV. MEMBERS

The qualification of members and the manner of their admission shall be as regulated by the bylaws.

ARTICLE V. INITIAL REGISTERED OFFICE
AND REGISTERED AGENT

The street address of the initial registered office of this association is 1100 Main Street, The Villages, Florida 32159 and the name of the initial registered agent of this association at that address is Craig W. Little.

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ARTICLE VI. BOARD OF DIRECTORS

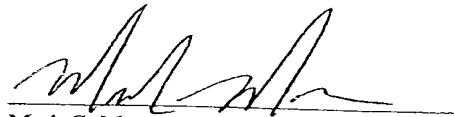
The number of persons constituting the first board of directors shall be three and their names and addresses are as follows:

NAME	ADDRESS
D.W. Mathews	1100 Main Street, The Villages, Florida 32159
Mark G. Morse	1100 Main Street, The Villages, Florida 32159
Jennifer Parr	1100 Main Street, The Villages, Florida 32159

The name and address of the incorporator to these articles is Mark G. Morse, 1100 Main Street, The Villages, Florida 32159.

The method of election of directors is provided in the bylaws.

IN WITNESS WHEREOF the undersigned incorporator has executed these Articles of Incorporation on this 4th day of October, 2001.


Mark G. Morse
Incorporator

STATE OF FLORIDA
COUNTY OF LAKE

The foregoing instrument was acknowledged before me this 4th day of October, 2001, by Mark G. Morse, Incorporator, who did not take an oath.

Rebecca Billings
NOTARY PUBLIC-STATE OF FLORIDA
(Signature of Notary)

[SEAL]



Rebecca Billings
(Typed name of Notary)

(Commission Number)

Personally known ☒ or
Produced Identification ☐

Type of Identification
Produced: _____

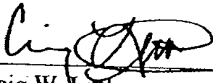
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ACCEPTANCE BY REGISTERED AGENT

I am familiar with and accept the duties and responsibilities as registered agent for said corporation.



Craig W. Little

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EXHIBIT "D"

**First
Amended and Restated
Bylaws for:

Villas of Spanish Springs
Condominium Owners Association, Inc.**

INDEX TO BYLAWS

	PAGE
I. IDENTITY	<u>1</u>
1.1 Principal Office	<u>1</u>
1.2 Fiscal Year	<u>1</u>
1.3 Seal	<u>1</u>
1.4 Definitions	<u>1</u>
II. MEETINGS OF MEMBERS AND VOTING	<u>1</u>
2.1 Annual Meeting	<u>1</u>
2.2 Special Meetings	<u>1</u>
2.3 Notice of Annual Meeting	<u>2</u>
2.4 Notice of Special Meetings, Generally	<u>2</u>
2.5 Notice of Budget Meeting	<u>2</u>
2.6 Notice of Meeting to Consider Excessive Budget	<u>2</u>
2.7 Notice of Meeting to Consider Recall of Board Members	<u>2</u>
2.8 Notice of Meeting to Elect Nondeveloper Directors	<u>2</u>
2.9 Quorum	<u>2</u>
2.10 Voting	<u>3</u>
2.11 Membership-Designation of Voting Member	<u>3</u>
2.12 Proxies; Powers of Attorney	<u>3</u>
2.13 Adjourned Meetings	<u>3</u>
2.14 Waiver of Notice	<u>4</u>
2.15 Action by Members Without a Meeting	<u>4</u>
2.16 Minutes of Meetings	<u>4</u>
2.17 Order of Business	<u>4</u>
2.18 Actions Specifically Requiring Unit Owner Approval	<u>5</u>
III. DIRECTORS	<u>5</u>
3.1 Number and Qualifications	<u>5</u>
3.2 Election of Directors	<u>5</u>
3.3 Term	<u>6</u>
3.4 Vacancies	<u>6</u>
3.5 Removal	<u>6</u>
3.6 Resignation	<u>6</u>
3.7 Organizational Meeting	<u>6</u>
3.8 Regular Meetings	<u>7</u>
3.9 Special Meetings	<u>7</u>
3.10 Waiver of Notice	<u>7</u>
3.11 Quorum	<u>7</u>
3.12 Adjourned Meetings	<u>7</u>

3.13	No Proxy	<u>7</u>
3.14	Presumed Assent	<u>7</u>
3.15	Joinder in Meeting by Approval of Minutes	<u>7</u>
3.16	Attendance by Conference Telephone	<u>7</u>
3.17	Meetings Open to Members	<u>8</u>
3.18	Presiding Officer	<u>8</u>
3.19	Minutes of Meetings	<u>8</u>
3.20	Executive Committee	<u>8</u>
3.21	Compensation	<u>8</u>
3.22	Order of Business	<u>8</u>
3.23	Election of Directors by Unit Owners Other than Developer	<u>9</u>
3.24	Relinquishment of Control	<u>10</u>
3.25	Failure to Elect Director Quorum	<u>10</u>
IV.	POWERS AND DUTIES OF THE BOARD OF DIRECTORS	<u>10</u>
4.1	Maintenance, Management, and Operation of Condominium Property	<u>10</u>
4.2	Contract, Sue, or be Sued	<u>10</u>
4.3	Right of Access to Units	<u>10</u>
4.4	Make and Collect Assessments	<u>10</u>
4.5	Lease, Maintain, Repair, and Replace the Common Elements	<u>10</u>
4.6	Lien and Foreclosure for Unpaid Assessments	<u>10</u>
4.7	Purchase Unit	<u>11</u>
4.8	Grant or Modify Easements	<u>11</u>
4.9	Purchase Land or Recreation Lease	<u>11</u>
4.10	Acquire Use Interest in Recreational Facilities	<u>11</u>
4.11	Acquire Title to Property	<u>11</u>
4.12	Authorize Certain Amendments	<u>11</u>
4.13	Adopt Rules and Regulations	<u>11</u>
4.14	Maintain Official Records	<u>11</u>
4.15	Obtain Insurance	<u>11</u>
4.16	Furnish Annual Financial Reports to Members	<u>11</u>
4.17	Give Notice of Liability Exposure	<u>11</u>
4.18	Provide Certificate of Unpaid Assessment	<u>12</u>
4.19	Pay Annual Fee to the Division of Florida Land Sales, Condominiums, and Mobile Homes for Each Residential Unit Operated by the Association	<u>12</u>
4.20	Approve or Disapprove Unit Transfer and Impose Fee	<u>12</u>
4.21	Contract for Operation, Maintenance, and Management of the Condominium	<u>12</u>
4.22	Pay Taxes or Assessments Against the Common Elements or Association Property	<u>12</u>

4.23	Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners	<u>12</u>
4.24	Employ Personnel	<u>12</u>
4.25	Impose Fines	<u>12</u>
4.26	Suspend Approval for Delinquent Unit Owner	<u>12</u>
4.27	Authorize Private Use of the Common Elements	<u>12</u>
4.28	Repair or Reconstruct Improvements After Casualties	<u>12</u>
V.	OFFICERS	<u>12</u>
5.1	Executive Officers	<u>12</u>
5.2	President	<u>13</u>
5.3	Vice President	<u>13</u>
5.4	Secretary and Assistant Secretary	<u>13</u>
5.5	Treasurer	<u>13</u>
5.6	Compensation	<u>13</u>
VI.	FISCAL MANAGEMENT	<u>13</u>
6.1	Board Adoption of Budget	<u>13</u>
6.2	Budget Requirements	<u>14</u>
6.3	Notice of Budget Meeting	<u>14</u>
6.4	Member Rejection of Excessive Budget	<u>14</u>
6.5	Alternative Budget Adoption by Members	<u>15</u>
6.6	Budget Restraints on Developer	<u>15</u>
6.7	Accounting Records and Reports	<u>15</u>
6.8	Depository	<u>15</u>
6.9	Fidelity Bonding or Insurance of Persons Controlling or Disbursing Funds	<u>15</u>
VII.	ASSESSMENTS AND COLLECTION	<u>16</u>
7.1	Assessments, Generally	<u>16</u>
7.2	Special Assessments	<u>16</u>
7.3	Charges for Other than Common Expenses	<u>16</u>
7.4	Liability for Assessments	<u>16</u>
7.5	Assessments; Amended Budget	<u>17</u>
7.6	Collection: Interest, Application of Payment	<u>17</u>
7.7	Lien for Assessment	<u>17</u>
7.8	Collection: Suit, Notice	<u>17</u>
7.9	Fines	<u>17</u>
VIII.	ASSOCIATION CONTRACTS, GENERALLY	<u>18</u>
8.1	Fair and Reasonable; Cancellation	<u>18</u>
8.2	Laundry-Related Vending Equipment	<u>18</u>
8.3	Escalation Clauses in Management Contracts Prohibited	<u>18</u>

8.4	Requirements for Maintenance and Management Contracts	<u>18</u>
IX.	ASSOCIATION OFFICIAL RECORDS	<u>19</u>
X.	OBLIGATIONS OF OWNERS	<u>20</u>
10.1	Violations, Notice, Actions	<u>20</u>
10.2	Attorneys' Fees	<u>21</u>
10.3	No Waiver of Rights	<u>21</u>
XI.	ARBITRATION OF INTERNAL DISPUTES	<u>21</u>
XII.	LIABILITY SURVIVES MEMBERSHIP TERMINATION	<u>21</u>
XIII.	LIMITATIONS ON UNIT OWNER LIABILITY FOR USE OF COMMON ELEMENTS	<u>21</u>
XIV.	PARLIAMENTARY RULES	<u>21</u>
XV.	RULES AND REGULATIONS	<u>21</u>
15.1	Board May Adopt	<u>21</u>
15.2	Posting and Furnishing Copies	<u>21</u>
15.3	Limitations on Authority	<u>22</u>
15.4	Reasonableness Test	<u>22</u>
XVI.	RESTRICTIONS ON AND REQUIREMENTS FOR USE, MAINTENANCE, AND APPEARANCE OF UNITS	<u>22</u>
16.1	Where Contained	<u>22</u>
16.2	Tests for Validity of Restrictions	<u>22</u>
XVII.	PRIORITIES IN CASE OF CONFLICT	<u>22</u>
XVIII.	INDEMNIFICATION	<u>22</u>
XIX.	DEFECTIVE CONDOMINIUM DOCUMENTS; CURATIVE PROVISIONS	<u>23</u>
XX.	AMENDMENTS	<u>23</u>
20.1	Notice	<u>23</u>
20.2	Adoption	<u>23</u>
20.3	Limitation	<u>23</u>
20.4	Recording	<u>23</u>
20.5	Format	<u>23</u>
XXI.	CONSTRUCTION	<u>24</u>

**FIRST AMENDED AND RESTATED
BYLAWS
OF
VILLAS OF SPANISH SPRINGS
CONDOMINIUM OWNERS ASSOCIATION, INC.**

I. IDENTITY

These are the First Amended and Restated Bylaws of VILLAS OF SPANISH SPRINGS OWNERS ASSOCIATION, INC., a corporation not for profit under the laws of the state of Florida ("the Association"), organized for the purpose of operating that certain condominium located in Lake County, Florida, and known as Villas of Spanish Springs, a condominium ("the Condominium").

1.1 Principal Office. The principal office of the Association shall be at 1020 Lake Sumter Landing, The Villages, Florida 32162, or at such other place as may be designated by the Board of Directors.

1.2 Fiscal Year. The fiscal year of the Association shall be from January 1st through December 31st.

1.3 Seal. The seal of the Association shall bear the name of the corporation, the word "Florida," the words "Corporation Not for Profit," and the year of incorporation.

1.4 Definitions. For convenience, these First Amended and Restated Bylaws shall be referred to as "the Bylaws"; the Articles of Incorporation of the Association as "the Articles"; and the Declaration of Condominium for the Condominium as "the Declaration." The other terms used in these Bylaws shall have the same definitions and meanings as those in F.S. Chapter 718, the Condominium Act ("the Act"), as well as those in the Declaration and the Articles, unless otherwise provided in these Bylaws or unless the context otherwise requires.

II. MEETINGS OF MEMBERS AND VOTING

2.1 Annual Meeting. The annual meeting of the members shall be held on the date and at the place and time determined by the Board of Directors from time to time, provided that there shall be an annual meeting every calendar year and no later than 13 months after the last annual meeting. The purpose of the meeting shall be to elect Directors and to transact any other business authorized to be transacted by the members.

2.2 Special Meetings. Special meetings of the members shall be held at such places as provided for annual meetings and may be called by the President or by a majority of the Board of Directors of the Association, and must be called by the Secretary, unless the President, Board of Directors, or Members requesting the meeting shall designate another person to do so, on receipt of a written request from at least 10% of the voting interests of the Association. Requests for a meeting by the members shall state the purpose for the meeting. Business conducted at any special meeting shall be limited to the matters stated in the notice for the meeting. The provisions of this section, as applicable, shall be modified by the provisions of F.S. 718.112(2)(e), concerning budget meetings;

F.S. 718.112(2)(j), concerning recall; F.S. 718.112(2)(f), concerning budget reserves; and F.S. 718.301(1)-(2), concerning election of Directors by Unit Owners other than the Developer.

2.3 Notice of Annual Meeting. Written notice of the annual meeting, which notice must include an agenda, shall be mailed or hand delivered to each Unit Owner at least 14 days and not more than 60 days before the annual meeting. A copy of the notice shall be posted in a conspicuous place on the Condominium property at least 14 continuous days before the annual meeting. An Officer of the Association shall provide an Affidavit or United States Post Office Certificate of Mailing, to be included in the official records of the Association, affirming that notices of the Association meeting were mailed or hand delivered to each Unit Owner at the address last furnished to the Association. Unit Owners may waive notice of the annual meeting.

2.4 Notice of Special Meetings, Generally. Except as modified by the specific requirements for special kinds of members' meetings as set out in these Bylaws, notice of special meetings generally shall be in writing, state the place, day, and hour of the meeting, and state the purpose or purposes for which the meeting is called. The notice shall be delivered to each Unit Owner not less than 10 nor more than 60 days before the date of the meeting, either personally or by first class mail, by or at the direction of the President, the Secretary, or the Officer or persons calling the meeting. If mailed, the notice shall be considered delivered when deposited in the United States mail addressed to the Unit Owner at the address that appears in the records of the Association, with postage prepaid. Payment of postage for notice of any special meeting, by whomever called, shall be an obligation of the Association.

2.5 Notice of Budget Meeting. The Board of Directors shall mail or hand deliver to each Unit Owner at the address last furnished to the association a notice and a copy of the proposed annual budget, not less than 14 days before the meeting at which the Board will consider the budget. An officer or manager of the Association, or other person providing such notice, shall provide an affidavit affirming compliance with such notice requirements.

2.6 Notice of Meeting to Consider Excessive Budget. If a budget adopted by the Board of Directors requires assessment against the Unit Owners for any calendar year exceeding 115% of the assessment for the preceding year (less any lawfully excluded items), the Board, on written application of 10% of the voting interests to the Board, shall call a special meeting of the Unit Owners within 60 days, on not less than 14 days' written notice to each Unit Owner. An officer or manager of the Association, or other person providing such notice, shall provide an affidavit affirming compliance with such notice requirements.

2.7 Notice of Meeting to Consider Recall of Board Members. A special meeting of the Unit Owners to recall a member or members of the Board of Directors may be called by 10% of the voting interests giving notice of the meeting as required for a meeting of Unit Owners, stating the purpose of the meeting. The notice must be accompanied by a dated copy of a signature list of at least 10% of the Unit Owners. The meeting shall be held not less than 10 days nor more than 60 days from the date the notice of the meeting is given.

2.8 Notice of Meeting to Elect Nondeveloper Directors. Within 75 days after the unit owners other than the developer are entitled to elect a member or members of the board of directors of the Association, the Association shall call an election for the members of the board of directors, and shall give at least 60 days notice thereof.

2.9 Quorum. A quorum at meetings of members shall consist of persons entitled to exercise, either in person or by proxy, a majority of the voting interests of the entire membership.

2.10 Voting.

a. Number of Votes. In any meeting of members, each Unit shall have one voting interest. The vote of a Unit is not divisible.

b. Majority Vote. The acts approved by a majority of the voting interests present in person or by proxy at a meeting at which a quorum is present shall be binding on all Unit Owners for all purposes unless the Act, the Declaration, the Articles, or these Bylaws require a larger percentage, in which case that larger percentage shall control.

2.11 Membership-Designation of Voting Member. Persons or entities shall become members of the Association on the acquisition of fee title to a Unit in the Condominium after approval of the acquisition in the manner provided in the Declaration. Membership shall be terminated when a person or entity no longer owns a Unit in the Condominium. If a Unit is owned by more than one natural person (other than a husband and wife), or a corporation, partnership, or other artificial entity, the voting interest of that Unit shall be exercised only by the natural person named in a voting certificate signed by all the natural persons who are owners or by the chief executive officer of the artificial entity and filed with the Secretary of the Association in its official records.

2.12 Proxies; Powers of Attorney. Voting interests may be exercised in person or by proxy. Each proxy shall set forth specifically the name of the person voting by proxy, the name of the person authorized to vote the proxy for him or her, and the date the proxy was given. Each proxy shall contain the date, time, and place of the meeting for which the proxy is given. If the proxy is a limited proxy, it shall set forth those items that the holder of the proxy may vote and the manner in which the vote is to be cast. The proxy shall be effective only for the specific meeting for which originally given and any lawfully adjourned meetings. No proxy shall be valid for more than 90 days after the date of the first meeting for which it was given, and may be revoked at any time at the pleasure of the Unit Owner executing it. The proxy shall be signed by the Unit Owner or by the designated person mentioned in section 2.11, or the duly authorized attorney-in-fact of that person or entity (provided the power of attorney is filed with the Secretary of the Association). The proxy shall be filed with the Secretary before or at the meeting for which the proxy is given. One holding a power of attorney from a Unit Owner, properly executed and granting the authority, may exercise the voting interest of that Unit. If the proxy expressly provides, any proxy holder may appoint, in writing, a substitute to act in his or her place. If this provision is not made, substitution is not authorized.

2.13 Adjourned Meetings. If any meeting of members cannot be organized because a quorum is not present, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present; except that when meetings have been called to consider the enactment of a budget to replace a proposed budget that exceeds 115% of the assessments for the preceding year, the meetings may not be adjourned for lack of a quorum and if a quorum is not present the excessive budget shall go into effect as scheduled. The time and place to which the meeting is adjourned shall be announced at the meeting at which the adjournment is taken and a notice shall be posted in a conspicuous place on the Condominium property as soon thereafter as may be practical stating the time and place to which the meeting is adjourned.

2.14 Waiver of Notice. Unit owners may waive their right to receive notice of any meeting, whether annual or special, by a writing signed by them to that effect. The waiver shall be filed with the Secretary of the Association either before, at, or after the meeting for which the waiver is given.

2.15 Action by Members Without a Meeting. Unit owners may take action by written agreement without a meeting, provided written notice is given to the Unit Owners in the manner prescribed elsewhere in these Bylaws appropriate to the subject matter to be agreed on, unless that notice is waived as provided in these Bylaws. The decision of a majority of the Unit Owners, or a larger percentage vote as otherwise may be required by the Act, the Declaration, the Articles, or these Bylaws (the decision to be evidenced by written response to be solicited in the notice), shall be binding on the membership. The notice shall set forth a time period within which responses must be made by the members, and responses received after that shall not be considered.

2.16 Minutes of Meetings. The minutes of all meetings of Unit Owners shall be kept in a book open to inspection at all reasonable times by any Association member, any authorized representative of the member, and Board members. The minutes shall be retained by the Association for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies at the reasonable expense, if any, of the Association member.

2.17 Order of Business. The order of business at annual meetings of members and, as far as practical, at other members' meetings, shall be:

- a. Call to order.
- b. Uncast board member election ballots, if any, shall be collected.
- c. Election of a chairman of the meeting, unless the President or Vice President is present, in which case he or she shall preside.
- d. Calling of the roll, certifying of proxies, determination of a quorum.
- e. Proof of notice of meeting or waiver of notice.
- f. Reading and disposal of any unapproved minutes.

- g. Reports of Officers.
- h. Reports of committees.
- i. Appointment of inspectors of election.
- j. Election of Directors.
- k. Unfinished business.
- l. New business.
- m. Adjournment.

2.18 Actions Specifically Requiring Unit Owner Approval. The following actions require approval by the Unit Owners and may not be taken by the Board of Directors acting alone:

- a. Amendments to the Declaration, except those made by the Developer recording a Certificate of Surveyor, or as otherwise provided specifically in the Declaration.
- b. Merger of two or more independent condominiums of a single complex to form a single condominium.
- c. Purchase of land or recreation lease.
- d. Cancellation of grants or reservations made by the Declaration, a lease, or other document and any contract made by the Association before the transfer of control of the Association from the Developer to Unit Owners other than the Developer, that provides for operation, maintenance, or management of the Condominium Association or property serving the Unit Owners.
- e. Exercise of option to purchase recreational or other commonly used facilities lease.
- f. Providing no reserves, or less than adequate reserves.
- g. Recall of members of Board of Directors.
- h. Other matters contained in the Declaration, the Articles, or these Bylaws that specifically require a vote of the members.

III. **DIRECTORS**

3.1 Number and Qualifications. The affairs of the Association shall be managed initially by a Board of three Directors selected by the Developer. When Unit Owners other than the Developer are entitled to elect a majority of the Directors, the Board shall be composed of any odd number of Directors that the Board may decide such a change in the number of Directors comprising

the Board being effective as of the next annual meeting of the members with such vacancies being filled in accordance with Section 3.2. The number of Directors, however, shall never be less than three. Other than those selected by the Developer, Directors must be either Unit Owners, tenants residing in the Condominium, officers of a corporate Unit Owner, or partners of a partnership Unit Owner. No Director (except those selected by the Developer) shall continue to serve on the Board after ceasing to meet those requirements.

3.2 Election of Directors. Directors shall be elected at the annual meeting in the following manner:

- a. The Board of Directors shall be elected by written ballot or voting machine.
- b. Proxies shall not be used to elect the Board of Directors, either in general elections or elections to fill vacancies caused by recall, resignation, or otherwise, unless the unit owners by affirmative vote approve the use of proxies for that purpose.
- c. The Association shall mail or deliver, whether separately or included in other mailings, a first notice of the date of the election to each Unit Owner no less than 60 days before the scheduled election. The Association shall mail or deliver to the Unit Owners at the addresses listed in the official records of the association a second notice of the election, ballot, and any information sheets timely submitted by the candidates no less than 30 days prior to the scheduled election. The second notice and accompanying documents shall not contain any communication from the Board that endorses, disapproves, or otherwise comments on any candidate.

3.3 Term. Each Director's term of service shall extend until the next annual meeting of the members and thereafter until his or her successor is duly elected and qualified or until he or she is removed in the manner provided in section 3.5. However, at any annual meeting after the Developer has relinquished control of the Association and in order to provide a continuity of experience, the members may vote to create classes of directorships having a term of one, two, or three years so that a system of staggered terms will be initiated.

3.4 Vacancies. Except for vacancies resulting from removal of Directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by majority vote of the remaining Directors. Any Director elected to fill a vacancy shall hold office only until the next election of Directors by the members, irrespective of the length of the remaining term of the vacating Director.

3.5 Removal. Any Director may be recalled and removed from office with or without cause by the affirmative vote or agreement in writing of a majority of all voting interests. A special meeting of the Unit Owners may be called for this purpose by 10% of the voting interests on giving notice of the meeting as required in these Bylaws. The notice shall state the purpose of the special meeting. Any vacancy on the Board of Directors thus created shall be filled by the members of the Association at the same meeting. No Director shall continue to serve on the Board if, during the Board member's term of office, the Board member's membership in the Association is terminated for any reason.

3.6 Resignation. Any Director may resign at any time by sending or personally delivering a written notice of resignation to the Association, addressed to the Secretary. The resignation shall take effect on receipt of the notice by the Association, unless it states some fixed date in the resignation, and then from the date so fixed. Acceptance of a resignation shall not be required to make it effective.

3.7 Organizational Meeting. The organizational meeting of a newly elected Board of Directors shall be held within 10 days of the election at a place and time that shall be fixed by the Directors at the meeting at which they were elected and without further notice except notice to Unit Owners required by F.S. 718.112(2)(c). The Board of Directors may meet immediately following the meeting at which they are elected for the purpose of electing officers and changing banking resolutions without further notice, except for an announcement at the Unit Owners' meeting.

3.8 Regular Meetings. The Board of Directors may establish a schedule of regular meetings to be held at a time and place as a majority of them shall determine from time to time. Notice of regular meetings, however, shall be given to each Director personally or by mail, telephone, or telegraph at least three days before the day named for the meeting with the notice of each meeting posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency.

3.9 Special Meetings. Special meetings of the Board of Directors may be called by the President and, in his or her absence, by the Vice President, and must be called by the Secretary at the written request of one third of the Directors. Notice of the meeting shall be given personally or by mail, telephone, or telegraph. The notice shall state the time, place, and purpose of the meeting and shall be transmitted not less than three days before the meeting. A copy of the notice of any special meeting shall be posted conspicuously on the Condominium property at least 48 continuous hours before the meeting, except in an emergency.

3.10 Waiver of Notice. Any Director may waive notice of a meeting before, at, or after the meeting and that waiver shall be considered equivalent to the giving of notice. Attendance by any Director at a meeting shall constitute a waiver of notice of the meeting, except when the Director's attendance is for the express purpose of objecting at the beginning of the meeting to the transaction of business because the meeting is not lawfully called.

3.11 Quorum. A quorum at the meetings of the Directors shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting at which a quorum is present shall constitute the acts of the Board of Directors except when approval by a greater number of Directors is required by the Declaration, the Articles, or these Bylaws.

3.12 Adjourned Meetings. If there is less than a quorum present at any meeting of the Board of Directors, the majority of those present may adjourn the meeting until a quorum is present. At any adjourned meeting, any business that might have been transacted at the meeting originally called may be transacted without further notice.

3.13 No Proxy. There shall be no voting by proxy at any meeting of the Board of Directors.

3.14 Presumed Assent. A Director present at any Board meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless he or she votes against the action or abstains from voting because of an asserted conflict of interest.

3.15 Joinder in Meeting by Approval of Minutes. A Director may join in the action of a meeting by signing and concurring in the minutes of that meeting. That concurrence, however, shall not constitute the presence of that Director for the purpose of determining a quorum.

3.16 Attendance by Conference Telephone. When telephone conference is used, a telephone speaker shall be attached so that the discussion may be heard by the Board members and by any Unit Owners present in an open meeting. Board members utilizing telephone conference calls may be counted toward obtaining a quorum and may vote over the telephone.

3.17 Meetings Open to Members. Meetings of the Board of Directors shall be open to all Unit Owners to attend, observe, and speak with reference to all designated agenda items. Notice of any meeting in which assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and set out the nature of the assessments.

3.18 Presiding Officer. The presiding Officer at Board meetings shall be the President or, in his or her absence, the Vice President, and in his or her absence, the Directors present shall designate any one of their number to preside.

3.19 Minutes of Meetings. The minutes of all meetings of the Board of Directors shall be kept in a book open to inspection by any Association member or the authorized representative of the member and Board members at all reasonable times. The Association shall retain these minutes for a period of not less than seven years. Association members and their authorized representatives shall have the right to make or obtain copies, at the reasonable expense, if any, of the Association member.

3.20 Executive Committee. The Board of Directors, by resolution, may appoint an executive committee to consist of three or more members of the Board. The executive committee shall have and may exercise all of the powers of the Board in the management of the business and affairs of the Condominium during the intervals between the meetings of the Board insofar as may be permitted by law. The executive committee, however, shall not have power to: (1) determine the common expenses required for the operation of the Condominium; (2) determine the assessments payable by the Unit Owners to meet the common expenses of the Condominium; (3) adopt or amend rules and regulations covering the details of the operation and use of the Common Elements; (4) purchase, lease, or otherwise acquire Units in the Condominium in the name of the Association; (5) approve any actions or proposals required by the Act, the Declaration, the Articles, or these Bylaws to be approved by Unit Owners; or (6) fill vacancies on the Board of Directors. Meetings of the executive committee shall be open to Unit Owners and shall be noticed in the same manner as a regular board meeting.

3.21 Compensation. Directors shall serve without pay but shall be entitled to reimbursement for expenses reasonably incurred in the discharge of their duties.

3.22 Order of Business. The order of business at meetings of Directors shall be:

- a. Calling of roll.
- b. Proof of notice of meeting or waiver of notice.
- c. Reading and disposal of any unapproved minutes.
- d. Reports of Officers and committees.
- e. Unfinished business.
- f. New business.
- g. Adjournment.

3.23 Election of Directors by Unit Owners Other than Developer. Unit owners other than the developer are entitled to elect a member or members of the Board of Directors of the Association, under the following schedule:

a. When Unit Owners other than the Developer own 15% or more of the units in the Condominium that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect one third of the members of the Board of Directors of the Association.

b. Unit Owners other than the Developer are entitled to elect a majority of the members of the Board of Directors of the Association on the earliest of the following events:

1. Three years after 50% of the units that will be operated ultimately by the Association have been conveyed to purchasers.

2. Three months after 90% of the units that will be operated ultimately by the Association have been conveyed to purchasers.

3. When all the units that will be operated ultimately by the Association have been completed, some of them have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business.

4. When some of the units have been conveyed to purchasers and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business.

5. Seven years after recordation of the Declaration of Condominium, or, in the case of an Association that may ultimately operate more than one Condominium, seven years after recordation of the Declaration for the first Condominium it operates, or, in the case of an

Association operating a phase condominium created under F.S. 718.403, seven years after recordation of the Declaration creating the initial phase, whichever occurs first. The Developer is entitled to elect at least one member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least 5% in condominiums with fewer than 500 units, or 2% in condominiums with more than 500 units, of the units in a Condominium operated by the Association. Following the time the Developer relinquishes control of the Association, the Developer may exercise the right to vote any developer-owned units in the same manner as any other Unit Owner except for purposes of reacquiring control of the Association or selecting the majority members of the Board of Directors.

3.24 Relinquishment of Control. At the time the Unit Owners other than the Developer elect a majority of the members of the Board of Directors of the Association, the Developer shall relinquish control of the Association and the Unit Owners shall accept control. Simultaneously the Developer shall deliver to the Association at the Developer's expense, all property of the Unit Owners and of the Association held or controlled by the Developer, including but not limited to those items specified in the Act. Nothing contained in these Bylaws shall be deemed to prevent the Developer from transferring control of the Association to Unit Owners other than the Developer before the occurrence of the events described in this subsection.

3.25 Failure to Elect Director Quorum. If the Association or the Board of Directors fails to fill vacancies on the Board of Directors sufficient to constitute a quorum, any Unit Owner may apply to the circuit court within whose jurisdiction the Condominium is situated for the appointment of a receiver to manage the affairs of the Association, in the manner prescribed in the Act. If a receiver is appointed, the Association shall be responsible for the salary of the receiver, court costs, and attorneys' fees. The receiver shall have all the powers and duties of a duly-constituted Board of Directors and shall serve until the Association fills vacancies on the Board sufficient to constitute a quorum.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Act, the Declaration, the Articles, and these Bylaws shall be exercised exclusively by the Board of Directors, or its duly authorized agents, contractors, or employees, subject only to the approval by Unit Owners when that approval specifically is required. The powers and duties of the Board shall include, but shall not be limited to, the following:

4.1 Maintenance, Management, and Operation of Condominium Property. Such power to include a limited power to convey a portion of the Common Elements to a condemning authority for the purpose of providing utility easements, right of way expansion, or other public purpose, whether negotiated or as a result of eminent domain proceedings.

4.2 Contract, Sue, or be Sued. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Unit Owners concerning matters of common interest, including but not limited to the common elements and commonly-used facilities.

4.3 Right of Access to Units. The Association has the irrevocable right of access to each Unit during reasonable hours as necessary for the maintenance, repair, or replacement of any common elements or for making emergency repairs necessary to prevent damage to the common elements or to another Unit or Units.

4.4 Make and Collect Assessments.

4.5 Lease, Maintain, Repair, and Replace the Common Elements.

4.6 Lien and Foreclosure for Unpaid Assessments. The Association has a lien on each Condominium parcel for any unpaid assessments with interest and for reasonable attorneys' fees, costs, and expenses incurred in the collection of the assessment or enforcement of the lien. It also has the power to purchase the Condominium parcel at the foreclosure sale and to hold, lease, mortgage, or convey it.

4.7 Purchase Unit. In addition to its right to purchase Units at a lien foreclosure sale, the Association generally has the power to purchase Units in the Condominium and to acquire, hold, lease, mortgage, and convey them.

4.8 Grant or Modify Easements. The Association, without the joinder of any Unit Owner, may grant, modify, or move any easement if the easement constitutes part of or crosses common elements.

4.9 Purchase Land or Recreation Lease. Any land or recreation lease may be purchased by the Association on the approval of two thirds of the voting interests of the Association.

4.10 Acquire Use Interest in Recreational Facilities. The Association may enter into agreements, acquire leaseholds, memberships, and other possessory or use interest in lands or facilities, such as country clubs, golf courses, marinas, and other recreational facilities, whether contiguous to the Condominium property or not if (1) they are intended to provide enjoyment, recreation, or other use or benefit to the Unit Owners and (2) if they exist or are created at the time the Declaration was recorded and are fully stated and described in the Declaration.

4.11 Acquire Title to Property. The Association has the power to acquire title to property or otherwise hold property for the use and benefit of its members.

4.12 Authorize Certain Amendments. In accordance with Section 15.2 of the Declaration, if it appears that through a drafter's error in the Declaration that the common elements, common expenses, or common surplus has been stated or distributed improperly, an amendment to the Declaration correcting that error may be approved by the Board of Directors or a majority of the voting interests.

4.13 Adopt Rules and Regulations. The Association may adopt reasonable rules and regulations for the operation and use of the common elements, common areas, and recreational facilities serving the Condominium.

4.14 Maintain Official Records. The Association shall maintain all of the records, when applicable, set forth in Article IX of these Bylaws, which shall constitute the official records of the Association.

4.15 Obtain Insurance. The Association shall use its best efforts to obtain and maintain adequate insurance to protect the Association, the Association property, and the Condominium property.

4.16 Furnish Annual Financial Reports to Members.

4.17 Give Notice of Liability Exposure. If the Association may be exposed to liability in excess of insurance coverage in any legal action, it shall give notice of the exposure to all Unit Owners, who shall have the right to intervene and defend.

4.18 Provide Certificate of Unpaid Assessment. Any Unit Owner or unit mortgagee has the right to request from the Association a certificate stating all assessments and other monies owed to the Association with respect to the Condominium parcel.

4.19 Pay Annual Fee to the Division of Florida Land Sales, Condominiums, and Mobile Homes for Each Residential Unit Operated by the Association.

4.20 Approve or Disapprove Unit Transfer and Impose Fee. The Association may charge a preset fee of up to \$100 in connection with the approval or disapproval of any proposed mortgage, lease, sublease, sale, or other transfer of a Unit in the Condominium as provided in the Declaration.

4.21 Contract for Operation, Maintenance, and Management of the Condominium.

4.22 Pay Taxes or Assessments Against the Common Elements or Association Property.

4.23 Pay Costs of Utilities Service Rendered to the Condominium and Association Property and Not Billed Directly to Individual Unit Owners.

4.24 Employ Personnel. The Association may employ and dismiss personnel as necessary for the maintenance and operation of the Condominium property and may retain those professional services that are required for those purposes.

4.25 Impose Fines. The Board of Directors may impose fines on Unit Owners in reasonable sums as the Board may deem appropriate, for violations of the Declaration, these Bylaws, or lawfully adopted rules and regulations, by Owners, their guests, invitees, or tenants provided no fine shall exceed One Hundred and 00/100 Dollars (\$100.00) per violation, and provided no such fine for a continuing violation shall exceed One Thousand and 00/100 Dollars (\$1,000.00), in the aggregate. See 7.9.

4.26 Suspend Approval for Delinquent Unit Owner. The Board of Directors may disapprove the prospective tenant of any Unit Owner as long as the Unit Owner is delinquent in the payment of assessments for Common Expenses.

4.27 Authorize Private Use of the Common Elements. The Board of Directors may authorize Unit Owners or others to use portions of the Common Elements for private parties and gatherings. Reasonable charges may be imposed provided a lease is entered into between the Association and the Unit Owner.

4.28 Repair or Reconstruct Improvements After Casualties.

V. OFFICERS

5.1 Executive Officers. The executive Officers of the Association shall be a President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer, a Secretary, and an Assistant Secretary. The Officers shall be elected annually by the Board of Directors and may be removed without cause at any meeting by a vote of a majority of all of the Directors. A person may hold more than one office except that the President may not also be the Secretary or Assistant Secretary. No person shall sign an instrument nor perform an act in the capacity of more than one office. The Board of Directors from time to time shall elect other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

5.2 President. The President shall be the chief executive Officer of the Association. He or she shall have all of the powers and duties that usually are vested in the office of President of an association, including but not limited to the power to appoint committees from among the members to assist in the conduct of the affairs of the Association as he or she may determine appropriate. The President shall preside at all meetings of the Board.

5.3 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He or she also shall assist the President and exercise those other powers and perform those other duties as shall be prescribed by the Directors.

5.4 Secretary and Assistant Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the members. He or she shall attend to the serving of all notices to the members and Directors and other notices required by law. The Secretary shall have custody of the seal of the Association and shall affix it to instruments requiring the seal when duly signed. He or she shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of the Secretary of an Association and as may be required by the Directors or the President. The Assistant Secretary shall support the Secretary and shall perform the Secretary's duties in the Secretary's absence.

5.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities, and evidences of indebtedness. He or she shall keep books of account for the Association in accordance with good accounting practices, that, together with substantiating papers, shall be made available to the Board of Directors for examination at reasonable times. The Treasurer shall submit a treasurer's report to the Board at reasonable intervals and shall perform all other duties incident to the office of treasurer. All money and other valuable effects shall be kept for the benefit of the Association in such depositories as may be designated by a majority of the Board.

5.6 Compensation. The compensation, if any, of all Officers and other employees of the Association shall be fixed by the Board of Directors. This provision shall not preclude the Board from employing a Director as an employee of the Association or preclude contracting with a Director for the management of the Condominium.

VI. FISCAL MANAGEMENT

6.1 Board Adoption of Budget. The Board of Directors shall adopt a budget for the common expenses of the Association in advance of each fiscal year at a special meeting of the Board called for that purpose at least 45 days before the end of each fiscal year.

6.2 Budget Requirements. The proposed annual budget of common expenses shall be detailed and shall show the amount budgeted by accounts and expense classifications, including, when applicable, but not limited to:

- a. Administration of the Association.
- b. Management fees.
- c. Maintenance.
- d. Rent for recreational and other commonly used facilities.
- e. Taxes on Association property.
- f. Taxes on leased areas.
- g. Insurance.
- h. Security provisions.
- i. Other expenses.
- j. Operating capital.
- k. Fees payable to the Division of Florida Land Sales, Condominiums, and Mobile Homes.
- l. Reserve accounts for capital expenditures and deferred maintenance, including, but not limited to, roof replacement, building painting, and pavement resurfacing. The amount to be reserved shall be computed by means of a formula based on estimated remaining useful life and estimated replacement cost of each reserve item. Reserves must be included in the proposed annual budget but may be removed from the final budget if by vote of the majority of the members present at a duly called meeting of the Association they shall determine for a fiscal year to provide no reserves or reserves less adequate than required by F.S. 718.112(2)(f). If a meeting of the Unit Owners has been called to determine to provide no reserves or reserves less adequate than required,

and the result is not attained or a quorum is not attained, the reserves, as included in the budget, shall go into effect.

6.3 Notice of Budget Meeting. The Board of Directors shall mail a meeting notice and copies of the proposed annual budget to the Unit Owners not less than 14 days before the meeting at which the budget will be considered. The meeting shall be open to all the Unit Owners.

6.4 Member Rejection of Excessive Budget. If a budget adopted by the Board of Directors requires assessments against the Unit Owners in any fiscal year exceeding 115% of the assessment for the previous year, the Board, on written application of 10% of the voting interests, shall call a special meeting of the Unit Owners within 60 days. The special meeting shall be called on not less than 14 days' written notice to each Unit Owner. At the special meeting, Unit Owners shall consider and adopt a budget, which adoption requires an affirmative vote of not less than a majority of all voting interests. If, at the special meeting, a quorum is not attained or a substitute budget is not adopted by the Unit Owners, the budget adopted by the Board of Directors shall go into effect as scheduled. Provisions for reasonable reserves for repair or replacement of the Condominium property, nonrecurring expenses, and assessments for betterment to the Condominium property shall be excluded from the computation in determining whether assessments exceed 115% of similar assessments in the previous year.

6.5 Alternative Budget Adoption by Members. At its option, for any fiscal year, the Board of Directors may propose a budget to the Unit Owners at a meeting of members or in writing. If the proposed budget is approved by the Unit Owners at the meeting or by a majority of all voting interests in writing, the budget shall be adopted.

6.6 Budget Restraints on Developer. As long as the Developer is in control of the Board of Directors, the Board shall not impose an assessment for any year greater than 115% of the previous year's assessment without approval of a majority of all voting interests other than those held by the Developer.

6.7 Accounting Records and Reports. The Association shall maintain accounting records in the county in which the Condominium is located, according to good accounting practices. The records shall be open to inspection by any Association member or the authorized representative of the member at all reasonable times. The records shall include, but are not limited to:

- a. Accurate, itemized, and detailed records of all receipts and expenditures.
- b. A current account and a monthly, bimonthly, or quarterly statement of the account for each Unit designating the name of the Unit Owner, the due date and amount of each assessment, the amount paid on the account, and the balance due.
- c. All audits, reviews, accounting statements, and financial reports of the Association or Condominium.
- d. All contracts for work to be performed. Bids for work to be performed shall also be considered official records and shall be maintained for a period of one year. Within 60 days after the

end of each fiscal year, the Board of Directors shall mail or furnish by personal delivery to each Unit Owner a complete financial report of actual receipts and expenditures for the previous 12 months.

6.8 Depository. The depository of the Association shall be those banks or savings and loan associations, state or federal, located in Florida, as shall be designated from time to time by the Board of Directors and in which the money for the Association shall be deposited. Withdrawal of money from those accounts shall be only by checks or other withdrawal instruments signed by those persons authorized by the Board of Directors.

6.9 Fidelity Bonding or Insurance of Persons Controlling or Disbursing Funds. Each Officer and Director of the Association who controls or disburses its funds shall be bonded, in accordance with Florida Statute 718.111(11)(d), by a fidelity bond or insurance policy in the principal sum of not less the maximum amount of funds that will be in the association's or its management agent's custody at any one time. The cost of bonding shall be at the expense of the Association.

VII. ASSESSMENTS AND COLLECTION

7.1 Assessments, Generally. Assessments shall be made against the Units not less frequently than quarterly in the discretion of the Board of Directors. The assessments shall be made in an amount no less than required to provide funds in advance for payment of all of the anticipated current operating expenses and for all of the unpaid operating expenses previously incurred. The assessment funds shall be collected against Units in the proportions or percentages provided in the Declaration.

7.2 Special Assessments. The specific purpose or purposes of any special assessment, including emergency assessments, that cannot be paid from the annual assessment for common expenses, as determined by the Board of Directors, shall be set forth in a written notice of the assessment sent or delivered to each Unit Owner. The notice shall be sent or delivered within the time before the payment or initial payment thereunder shall be due, as may be reasonable or practicable in the circumstances. Special assessments shall be paid at the times and in the manner that the Board may require in the notice of the assessment. The funds collected under a special assessment shall be used only for the specific purpose or purposes set forth in the notice, or returned to the Unit Owners. Excess funds may be used to reduce the next year's annual assessments. On completion of the specific purpose or purposes, however, any excess funds shall be considered common surplus.

7.3 Charges for Other than Common Expenses. Charges by the Association against individual members for other than common expenses shall be payable in advance and the billing and collection thereof may be administered by the Association. Charges for other than common expenses may be made only after approval of a member or when expressly provided for in the Declaration or other Condominium documents. These charges may include, without limitation, charges for the use of the Condominium property or recreation area, maintenance services furnished at the expense of a member, and other services furnished for the benefit of a member.

7.4 Liability for Assessments. Each Unit Owner, regardless of how his or her title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all assessments that come due while he or she is the Unit Owner. The Unit Owner and grantee are jointly and severally liable for all unpaid assessments that came due up to the time of transfer of title. A first mortgagee or its successor or assignee who acquires title to a unit by foreclosure or by deed in lieu of foreclosure for the unpaid assessments that became due before the mortgagee's acquisition of title is limited to the lesser of:

- a. the unit's unpaid common expenses and regular periodic assessments that accrued or came due during the six months immediately preceding the acquisition of title and for which payment in full has not been received by the Association; or
- b. one percent of the original mortgage debt.

The provisions of this paragraph shall not apply unless the first mortgagee joined the Association as a defendant in the foreclosure action. Joinder of the Association is not required if, on the date the complaint is filed, the Association was dissolved or did not maintain an office or agent for service of process at a location that was known to or reasonably discoverable by the mortgagee.

A Unit Owner's liability for assessments may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of the unit for which the assessments are made.

7.5 Assessments; Amended Budget. If the annual assessment proves to be insufficient, the budget and assessments may be amended at any time by the Board of Directors. Unpaid assessments for the remaining portion of the year for which an amended assessment is made shall be payable in as many equal installments as there are installment payment dates remaining in the budget year as of the date of the amended assessment. The budget shall not be amended for emergency or special nonrecurring expenses.

7.6 Collection: Interest, Application of Payment. Assessments and installments on them, if not paid within 10 days after the date they become due, shall, as detailed in Section 19 of the Declaration, bear interest at the rate of 18% per year until paid. All assessment payments shall be applied first to interest and then to the assessment payment due.

7.7 Lien for Assessment. The Association has a lien on each Condominium parcel to secure the payment of assessments. The lien is effective for one year after the claim of lien is recorded in the public records of Lake County, Florida unless, within that time, an action to enforce the lien is commenced. The claim of lien shall secure all unpaid assessments that are due and that may accrue after the recording of the claim of lien and before the entry of a certificate of title, as well as interest and all reasonable costs and attorney's fees incurred by the Association incident to the collection process. The lien is subordinate to any mortgage on the Condominium parcel recorded before it.

7.8 Collection: Suit, Notice. The Association may bring an action to foreclose any lien for assessments in the manner that a mortgage of real property is foreclosed. It also may bring an

action to recover a money judgment for the unpaid assessment without waiving any claim of lien. The Association shall give notice to the Unit Owner of its intention to foreclose its lien at least 30 days before the foreclosure action is filed. The notice shall be given by delivery of a copy of it to the Unit Owner or by certified or registered mail, return receipt requested, addressed to the Unit Owner at the last known address.

7.9 Fines. Before levying a fine under section 4.25, the Board of Directors shall afford an opportunity for hearing to the party against whom the fine is sought to be levied, after reasonable notice of not less than 14 days. The notice shall include:

- a. a statement of the date, time and place of the hearing;
- b. a statement of the provisions of the Declaration, these Bylaws, and lawfully adopted rules and regulations that have allegedly been violated; and
- c. a short and plain statement of the matters asserted by the Association.

The hearing must be held before a Committee of other Unit Owners. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved to a Committee of other Unit Owners and the Board of Directors and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the Committee of other Unit Owners does not agree with the fines, the fine may not be levied. Each day of violation shall be a separate violation provided, however, limits for such fines shall be as set forth in Section 4.25 hereof. The affected Unit Owner, whether the offending party or not, shall always be given notice of the hearing. No fine shall become a lien against a Unit. No fines may be levied against unoccupied Units.

VIII. ASSOCIATION CONTRACTS, GENERALLY

8.1 Fair and Reasonable; Cancellation. Any contracts made by the Association before the Unit Owners assume control from the Developer must be fair and reasonable. All contracts for the operation, maintenance, or management of the Association or property serving the Unit Owners, made by the Association, whether before or after assumption of control of the Association by the Unit Owners, must not be in conflict with the powers and duties of the Association or the rights of the Unit Owners. Contracts made by the Association before the Unit Owners assume control may be canceled by the Unit Owners after assumption of control in the manner and under the circumstances as provided in the Act.

8.2 Laundry-Related Vending Equipment. The Developer may obligate the Association under lease or other contractual arrangements for laundry-related vending equipment. The leases or agreements for the vending equipment may not be subject to cancellation by Unit Owners other than the Developer if those leases or agreements contain certain provisions as prescribed by the Act.

8.3 Escalation Clauses in Management Contracts Prohibited. No management contract entered into by the Association shall contain an escalation clause, since they have been declared to be against the public policy of the state of Florida.

8.4 Requirements for Maintenance and Management Contracts. Written contracts for operation, maintenance, and management entered into by the Association must contain certain elements in order to be valid and enforceable. These include, but are not limited to:

- a. Specification of the services, obligations, and responsibilities of the service provider.
- b. Specification of costs for services performed.
- c. An indication of frequency of performance of services.
- d. Specification of minimum number of personnel to provide the contracted services.
- e. The disclosure of any financial or ownership interest that the Developer has in the service provider, if the Developer is in control of the Association.

IX. ASSOCIATION OFFICIAL RECORDS

The Association, from its inception, shall maintain each of the following items when applicable, which shall constitute the official records of the Association:

- a. A copy of the plans, permits, warranties, and other items provided by the Developer under F.S. 718.301(4).
- b. A photocopy of the recorded Declaration of each Condominium operated by the Association and all amendments thereto.
- c. A photocopy of the recorded Bylaws of the Association and all amendments thereto.
- d. A certified copy of the Articles of Incorporation of the Association and all amendments thereto.
- e. A copy of the current rules of the Association.
- f. A book or books containing the minutes of all meetings of the Association, of the Board of Directors, and of Unit Owners, which minutes shall be retained for a period of not less than seven years.
- g. A current roster of all Unit Owners, their mailing addresses, Unit identifications, voting certifications, and, if known, telephone numbers. Additionally, the Association may require a copy of the deed or other instrument showing each Unit's ownership, together with a copy of any mortgage on the Unit and any satisfaction of that mortgage.
- h. All current insurance policies of the Association and Condominiums operated by the Association.