

Declaration of Condominium

Waterfall Cove at Winter Park



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DECLARATION OF CONDOMINIUM

OF

WATERFALL COVE AT WINTER PARK, A CONDOMINIUM

MADE by the undersigned Developer, for itself, its successors, grantees and assigns.

The undersigned, RENAISSANCE OF WINTER PARK, LLC, a Florida limited liability company, hereinafter referred to as the "Developer", being the owner of fee simple title of record to those certain lands located and situate in Orange County, Florida, being more particularly described in Exhibit "A" attached hereto, does hereby submit said lands and all of the improvements thereon designated to condominium ownership pursuant to the provisions of Chapter 718, of the Florida Statutes, hereinafter referred to as the "Condominium Act".

1. NAME

The name by which this condominium is to be identified is:

WATERFALL COVE AT WINTER PARK, A CONDOMINIUM

2. DEFINITIONS

The terms used in this Declaration and in its exhibits, including the Articles of Incorporation and Bylaws of the Association, shall be defined in accordance with the provisions of the Condominium Act, and as follows unless the context otherwise requires:

2.1 All other definitions except as set forth herein shall be determined by the definitions set forth in Florida Statute 718.103 as written as of the date of recording of this Declaration.

2.2 Assessment means a share of the funds which are required for the payment of common expenses, which from time to time is assessed against the Unit Owner.

2.3 Association means Waterfall Cove at Winter Park Condominium Association, Inc., a corporation not for profit, and its successors, and as further defined in Florida Statute §718.103(2).

2.4 Association Property means that property, real and personal, which is owned or leased by, or is dedicated by a recorded plat to the Association for the use and benefit of its members.

2.5 Board of Administration means the Board of Directors or other representative body which is responsible for administration of the Association.

2.6 By-Laws means the By-Laws of the Association as they exist from time to time.

2.7 Committee means a group of Board members, Unit Owners, or Board members and Unit Owners appointed by the Board or a member of the Board to make recommendations to the Board regarding the Association budget or take action on behalf of the Board.

2.8 Common Elements shall include:

Statute §718.108.

(a) All of those items stated in the Condominium Act at Florida

(b) All Condominium property not included in the Units.

(c) The water heaters serving multiple units.

2.9 Common Expenses include:

Condominium Property.

(a) Expenses of administration and management of the Association and of the

(b) Expenses of maintenance, operation, repair or replacement of the Common Elements, Limited Common Elements, and of the portions of Units to be maintained by the Association.

(c) The costs of carrying out the powers and duties of the Association.

(d) Expenses declared Common Expenses by the provisions of this Declaration or by the Bylaws of the Association or the Condominium Act, or by Florida Statute.

(e) Any valid charge against the Condominium Property as a whole.

(f) Rentals, membership fees, operations, replacements, and other expenses of lands or possessory interests in lands purchased by the Association pursuant to Florida Statute 718.111 and Florida Statute 718.114, 2004.

(g) Association costs and charges incurred in the operation, maintenance and repair of the surface water management system, if any, as permitted by the Southwest Florida Water Management District, including but not limited to lakes, retention areas, water management areas, ditches, canals, culverts, drainage structures, drainage easements and related appurtenances, and including maintenance of the mitigation areas.

(h) Expenses attributable to the Declaration and Grant of Easement for Ingress, Egress and Utilities as set forth in Exhibit "E" herein.

2.10 Common Surplus means the excess of all receipts of the Association collected on behalf of a Condominium (including, but not limited to, assessments, rents, profits, and revenues on account of the common elements) over the common expenses.

2.11 Condominium Parcel is a Unit, together with the undivided share in the common elements which is appurtenant to the Unit.

2.12 Condominium Property means the lands, leaseholds, and personal property that are subjected to Condominium ownership, whether or not contiguous, and all improvements thereon and all easements and rights appurtenant thereto intended for use in connection with the condominium.

2.13 Developer means a person who creates a condominium or offers condominium parcels for sale or lease in the ordinary course of business, but does not include an owner or lessee of a Condominium Unit who has acquired his Unit for his own occupancy.

2.14 Institutional Mortgagee means a bank, life insurance company, savings and loan association, savings bank, real estate investment trust, a the Federal National Mortgage Association or Federal Home Loan Mortgage Corporation, or any such affiliate who shall have a first mortgage on the Condominium Unit.

2.15 Limited Common Elements means and includes those Common Elements, which are reserved for the use of a certain Unit or Units to the exclusion of other Units, as specified herein.

2.16 Operation or operation of the Condominium means and includes the administration and management of the Condominium Property.

2.17 Special Assessment means any assessment levied against Unit Owners other than the assessment required by a budget adopted annually.

2.18 "Surface Water Management System ("SWMS")" means a system which is designed and constructed or implemented pursuant to an Environmental Resource Permit issued by the South Florida Water Management District (the "District") to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use or reuse water to prevent or reduce flooding, overdrainage, environmental degradation, and water pollution or otherwise affect the quantity and quality of discharges.

2.19 Unit means a part of the Condominium Property, which is subject to exclusive ownership.

2.20 Unit Owner or Owner of a Unit means a record owner of legal title to a Condominium Parcel.

2.21 Utility Services shall include, but not be limited to electric power, gas, water, garbage and trash disposal, and sewers, together with all other public service and convenience facilities.

2.22 Voting Certificate means a document which designates one of the record title owners, or the corporate, partnership, or entity representative, who is authorized to vote on behalf of a Condominium Unit that is owned by more than one owner or by any entity.

2.23 Voting Interest means the voting rights distributed to the Association members pursuant to Florida Statute 718.104(4)(j).

3. EXHIBITS

Exhibits attached to this Declaration of Condominium shall include the following:

3.1 Exhibit "A") The legal description of the land included in the Condominium and a survey of the land showing all existing easements and a graphic description of the improvements in which Units are located and a plot plan thereof which together with the Declaration are in sufficient detail to identify the Common Elements and each Unit and their relative locations and approximate dimensions, and identification of each Unit by number so that no Unit bears the same designation as any other Unit.

3.2 (Exhibit "B") The percentage ownership schedule of the Common Elements and Common Surplus and Obligation for Common Expenses.

3.3 (Exhibit "C") The Articles of Incorporation of the Association.

- 3.4 (Exhibit "D") The Bylaws of the Association.
- 3.5 (Exhibit "E") Declaration and Grant of Easement for Ingress, Egress and Utilities
- 3.5 (Exhibit "F") Consent of Mortgagee.

4. EASEMENTS AND RESERVATIONS

Easements are expressly provided for and reserved in favor of the Unit Owners, their lessees, their guests and invitees, as follows:

4.1 Utilities. Easements are reserved through the Condominium Property as may be required for Utility Services (including but not limited to cable T.V.) in order to serve the specific Condominium Property and Condominium Parcel, however, such easements shall be only in accordance with the plans and specifications for the building and improvements, or as the building or improvements are actually constructed, unless approved in writing by the Board of Administration and the affected Unit Owners.

4.2 Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional or negligent act of the Unit Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of such an encroachment so long as the same shall exist.

4.3 Traffic. A non-exclusive easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as may from time to time be paved and or otherwise intended for purposes of ingress, egress and access to the public ways and for such other purposes as are commensurate with need, and such easement or easements shall be for the use and benefit of the Unit Owners of the Condominium Property, and those claiming by, through or under the aforesaid Unit Owners; provided, however, nothing herein shall be construed to give or create in any person the right to park upon any portion of the Condominium Property except to the extent that space may be specifically designated and assigned for parking purposes.

4.4 Easements and Reservations for Ingress, Egress and Utilities and Recreation. There is reserved in the Developer, its successors and assigns, the right to create utility easements and to install utilities and to use same over and across the land declared to Condominium ownership hereunder for the benefit of the Developer, its successors and assigns for so long as the Developer owns a unit that is offered for sale in the ordinary course of business in the Condominium.. Such right to create utility easements and install and use utilities shall not encumber or encroach upon any Unit or impair the exclusive use and ownership of any Unit and shall only be instituted for the purpose of supplying utilities to a Unit or the common elements. Such use of the lands for utilities shall be established as five feet (5') either side of the actual installed improvement. In addition, the Board of Administration by a vote of a majority of all of the Directors shall have the power and authority to move, grant, terminate or convey easements to appropriate authorities, entities or persons, public or private, for such utilities.

4.5 Reservation in the Developer to Use Facilities for Sale, Marketing, and Advertising of Units. It is contemplated that the Developer will construct and market all Units. There is hereby reserved in the Developer, its successors and assigns, an easement over and across the Condominium Property and the use the Units for the construction, marketing, sale, and advertising of all Units constructed. This reservation for the use the Units for the construction, marketing, sale, and advertising of all Units constructed is made notwithstanding the use restrictions set forth in Paragraph 12, and such reservation is intended insofar as the Developer, its successors and assigns, to be superior to such use restriction in Paragraph 12. Such reservation shall continue for so long as the Developer, its successors and assigns, shall own Units held for sale to the public in the ordinary course of business.

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

4.7 Easement through Units. The Association shall have easements in and through all Units as necessary for the installation, maintenance and repair of pipes, wires and other conduits within said Units which provide service to more than one unit, as required to provide utilities services to Units in the Condominium. Any damage to a Unit in gaining access to any such conduit shall be repaired by the person or entity responsible for repairing the conduit in question.

4.8 Declaration and Grant of Easement for Ingress, Egress and Utilities. The easement is attached as Exhibit "E". The terms, conditions, obligations and rights set forth therein are incorporated herein by reference.

5. UNIT BOUNDARIES

Each Unit shall include that part of the structure containing the Unit that lies within the boundaries of the Unit, which boundaries are as follows:

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

(a) Upper Boundaries - The horizontal planes of the interior undecorated finished lower surface of the ceiling of the Unit.

(b) Lower Boundaries - The horizontal planes of the interior undecorated finished upper surface of the floor of the Unit.

5.2 The parametrical boundaries of the Unit shall be the vertical planes established by the unfinished interior of the walls, doors and windows bounding the Unit extending to the intersections with each other and with the upper and lower boundaries.

5.3 Any balcony appurtenant to a Unit and so designated on the condominium plat shall be considered a Limited Common Element for the exclusive use of the Unit to which it is appurtenant but shall not be considered as part of the Unit.

5.4 Each Unit shall be identified by the use of a letter, number, or any combination thereof, all of which are graphically described in Exhibit "A" attached hereto and made a part hereof.

6. APPURTENANCES TO UNITS

6.1 The owner of each Unit shall own, as an appurtenance to its Unit an undivided share and interest in the Condominium Property, which shall include an undivided share in the Common Elements and Common Surplus, the non-exclusive right to use the portion of the Common Elements as provided herein, the easements herein provided, and the right of exclusive use of his Unit subject to the rights of the Association, which his Unit is a part, which share and interest shall be appurtenant to the Unit, said undivided interest in the Condominium Property and the Common Elements and Common Surplus being as designated and set forth in Exhibit "B" attached hereto and made a part hereof and a membership and right to vote in the Association.

6.2 Limited Common Elements

(a) Automobile Parking Space. The parking spaces, to the extent that they are assigned as an appurtenance to a particular Unit shall be a Limited Common Element. All other spaces shall be Common Elements. The Developer reserves the right to assign parking spaces to Unit Owners for consideration. In the event a specific parking space is assigned by the Developer to a Unit Owner or to a Unit Owner in connection with the sale of a Unit the right to the exclusive use of the said assigned designated parking space shall pass as an appurtenance to the Unit of the Unit Owner, and shall be evidenced by an "Assignment of Use" separate from the deed, and the Association shall not thereafter reassign or change the said Unit Owner's parking space without the Unit Owner's written consent, provided, further, said Unit Owner shall not transfer or assign use of the said parking space except in connection with the sale or transfer of the Condominium Unit, or to another Unit Owner. Notwithstanding the foregoing a Unit Owner shall not have the exclusive use of more than one parking space.

(b) Storage Space. The storage space shall be a Limited Common Element. The Developer reserves the right to assign storage spaces in exchange for consideration. In the event a specific storage space is assigned in connection with the sale of a Unit by the Developer, the right to the exclusive use of said designated storage space shall pass as an appurtenance to the Unit and shall be evidenced by "An Assignment of Use" separate from the deed and the Association shall not thereafter re-assign or change the said Unit Owners storage space without the Unit Owners written consent, provided further, said Unit Owners shall not transfer or assign use of said storage space, except in connection with the sale or transfer of a Condominium Unit. Notwithstanding the foregoing a Unit Owner shall not have the exclusive use of more than one storage space. Each Unit Owner by the acceptance of a deed to a Unit acknowledges that there are more units than storage spaces and therefore the right to a storage space does not attach to the ownership of a Unit.

6.3 Air Space. An easement for the use of the air space appurtenant to a Unit as it exists at any particular time and as the Unit may lawfully be altered from time to time.

7. MAINTENANCE, ALTERATION AND IMPROVEMENT

Responsibility for the maintenance of the Condominium Property, and restrictions upon its alteration and improvement shall be as follows:

7.1 Units

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

- (1) All Common Elements and Limited Common Elements.
- (2) All portions of a Unit contributing to the support of the building, except interior surfaces, which portions shall include but not be limited to load-bearing columns, load-bearing walls and roofs and its supporting structures and improvements.
- (3) All conduits, ducts, plumbing, wiring, and other facilities for the furnishing of Utility Services contained in the Unit.
- (4) All incidental damage caused to a Unit by reason of maintenance, repair and replacement accomplished pursuant to the provisions of 7.1(a) (1), (2), and (3) above.
- (5) Surface Water Management System, including but not limited to work within retention areas, drainage structures and drainage easements. Maintenance of the Surface Water Management System(s) shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or stormwater management capabilities as permitted by the District. Any repair or

reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by the District.

(b) By the Unit Owner. The responsibility of the Unit Owner for maintenance, repair and replacement shall be as follows:

(1) To maintain, repair and replace at the Unit Owner's expense all portions of the Unit, including but not limited to, the electrical fixtures, appliances, the water heater, if any, air handlers and the air conditioning and heating unit which services the Unit Owner's Unit. Included within the responsibility of the Unit Owner shall be all windows, including exterior windows, screens and doors opening into or onto the Unit, sliding glass doors, or other doors, opening into or onto the Unit, carpeting, electrical fixtures and appliances in the Units, non-supporting walls and partitions, all contents of the Unit and built-in cabinets in the Units. All such maintenance, repair and replacement shall be done without disturbing the rights of other Unit Owners and shall be of a design, quality specification and decor consistent with the Condominium Property.

(2) A Unit Owner shall not modify, alter, or otherwise decorate or change the exterior appearance, decor or demeanor of any portion of the Condominium Property, including, but not limited to, windows, doors, screens, or the exterior of a balcony, nor shall any Unit Owner attach any thing or fixture to the Condominium Property or exterior of the Unit without the prior approval, of the owners of record of seventy-five percent (75%) of the Units, and the prior approval seventy-five percent (75%) of the Board of Directors of the Association.

(3) To promptly report to the Association any defect or need for repairs for which the Association is responsible.

7.2 Parking Spaces and Storage Spaces. The Association shall maintain and repair at the Association's expense all parking spaces, covered and uncovered, and storage spaces including those which have been assigned as an appurtenance to a Unit.

7.3 Alteration and Improvement. After the completion of the improvements included in the Condominium Property which are contemplated in this Declaration, there shall be no material alteration or substantial additions to the Common Elements or to the real property, which is Association property without the prior approval of seventy-five (75%) percent of the total voting interests of the Association. The cost of such alteration or improvement shall be a common expense and so assessed. Any such alteration or improvement shall not interfere with the rights of any Unit Owner respecting the use of his Unit without his consent.

8. ASSESSMENTS AND COMMON EXPENSES

8.1 Common Expenses. Each Unit Owner shall be liable for the share of the Common Expenses in the same percentage as is shown on Exhibit "B".

8.2 Assessments. The making and collection of Assessments against each Unit Owner for common expenses, and for reserves as may from time to time be established by the Association, shall be pursuant to the Bylaws of the Association, subject to the following provisions:

(a) Interest and Late Charge: Application of Payments. Assessments and installments on such assessments shall be due and payable on the first day of each month and shall be paid on or before five (5) days after the date when due, shall not bear interest, but all sums not paid on or before five (5) days after the date when due shall bear interest at the rate of eighteen (18%) percent per annum from the date when due until paid and there shall also be assessed as an Administrative late fee not to exceed the greater of 5% of the sum due or \$25.00. All payments on accounts shall be first applied to interest accrued by the Association, then to any Administrative late fee, then to costs and attorney's fees, and then to the delinquent assessment payment first due.

(b) Lien For Assessments. The Association shall have a continuing lien against each Condominium Parcel commencing with the recording of this Declaration of Condominium, in accordance with Florida Statutes 718.116, for any unpaid assessments, including interest, reasonable costs and, reasonable attorney's fees incurred by the Association incident to the collection of such assessment or enforcement of such lien, whether or not legal proceedings are initiated. The said liens may be recorded among the Public Records of the County where located by filing a claim therein which states the description of the Condominium Parcel, the name of the record owner, and the amount claimed to be due, and said lien shall continue in effect until all sums secured by the lien, shall have been paid or one (1) year from the filing of said lien, whichever shall first occur, unless within the one (1) year period an action to enforce the lien is commenced in a court of competent jurisdiction. Such claims of lien shall be signed and verified by an officer of the Association, or by an agent of the Association. Upon full payment, the party making payment shall be entitled to a recordable satisfaction of lien, to be prepared by and recorded at his expense. A Unit Owner, regardless of how his title has been acquired, including a purchaser at a judicial sale, is liable for all assessments, which come due while the owner of the Unit. The grantee is jointly and severally liable with the grantor for all unpaid assessments against the grantor for his share of the common expenses, up to the time of transfer of title, without prejudice to any right the grantee may have to recover from the grantor the amounts paid by the grantee. A first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid assessments in accordance with Florida Statutes §718.116 as Amended.

8.3 Collection. The Association shall have the power and authority to charge, assess and collect all fees, charges and assessments allowed by this Declaration, Florida law, the Articles or Bylaws from Unit Owners and shall be entitled to use such remedies for collection as are allowed by this Declaration, Articles, Bylaws and the laws of the State of Florida.

8.4 Lien for Easements. The obligation for the care, replacement, maintenance and repair of any easement which is a part of the Condominium Property or appurtenant to the Condominium Property shall be a common expense shared by the Unit Owners in the same proportion as a Common Expense for which there shall be a lien established in accordance with paragraph 8.2(a) herein.

9. ASSOCIATION

The operation of the Condominium shall be by the Association, which shall fulfill its functions pursuant to the following provisions:

9.1 Membership and Voting Rights in Association. Membership of each Unit Owner in the Association shall be acquired pursuant to the provisions of the Articles of Incorporation and Bylaws of the Association. The interest of each Unit Owner in the funds and assets held by the Association shall be in the same proportion as the liability of each such Owner for common expenses. Each Unit shall be entitled to one vote in the Association.

9.2 Articles of Incorporation. A copy of the Articles of Incorporation of the Association, which sets forth its powers and duties, is attached as an Exhibit "C" and made a part hereof.

9.3 Bylaws. A copy of the Bylaws of the Association is attached as an Exhibit "D" and made a part hereof.

9.4 Restraint upon assignment of shares and assets. The Unit Owner's share in the funds and assets of the Association cannot and shall not be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

9.5 Association Name. The Association shall be named as provided in Paragraph 2.2 herein and shall be a corporation not for profit.

9.6 Purchase or Lease of Properties. The Association shall have the power and authority to purchase real estate, leaseholds or possessory interest therein, including memberships pursuant to Florida Statute §718.111 and §718.114.

9.7 Association's Access to Units. Each Unit Owner shall be required to keep on file with the Condominium Association, a key or keys that will allow access to the Unit, or storage space, in the event of emergency. Said keys shall be accessible only by designated individuals in an emergency situation. The Unit Owner hereby grants to the Association and its authorized agents access to the Unit or storage space in time of emergency for the preservation of the Common Elements and limited common elements.

10. INSURANCE

The insurance other than title insurance that shall be carried upon the Condominium Property and the property of the Unit Owners shall be governed by the following provisions:

10.1 Authority to purchase; named insured. All insurance policies upon the Condominium Property, shall be purchased by the Association. The named insured shall be the Association individually and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Provisions shall be made for the issuance of the mortgagee endorsements and memoranda of insurance to the mortgagees of Unit Owners. Such policies shall provide that payments by the insurer for losses shall be made to the Association or the insurance Trustee designated below, and all policies and their endorsements shall be deposited with the Association or the insurance trustee as set forth herein.

10.2 Personal Property of Unit Owner. Unit Owners should obtain coverage at their own expense upon their personal property and improvements within their Unit not covered by the Association and for their personal liability and living expense and such insurance shall not be the responsibility of the Association.

10.3 Coverage

(a) Casualty. All buildings and improvements upon the Condominium Property shall be insured in an amount equal to the insurable replacement value, excluding foundation and excavation costs, and all personal property included in the Common Elements shall be insured for its value, all, as shall be determined annually by the Board of Directors of the Association. All such coverage, including the amount thereof and the insurance company issuing same, shall be subject to the approval of the Institutional Mortgagee holding the greatest dollar amount of first mortgages against Units in the Condominium. Coverage shall afford protection against:

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

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

(3) Hazard policies issued to protect condominium property shall include all portions of the condominium property located outside the units and the condominium property located inside the units as such property was initially installed, or replacements thereof of like kind and quality and in accordance with the original plans and specifications or, if the original plans and specifications are not available, as they existed at the time the unit was initially conveyed. Notwithstanding anything set forth herein to the contrary, the term "condominium property", "building", "improvements", "insurable improvements", "common elements," "association property," or any other term found in the declaration of condominium which defines the scope of property or casualty insurance that a condominium association must obtain shall exclude all floor, wall and ceiling coverings, electrical fixtures, appliances, air conditioner or heating equipment, water heaters, water filters or softeners, built-in-cabinets and countertops, and window treatments, including curtains, drapes, blinds, hardware, and similar window treatment components or replacements of any of the foregoing which are located within the boundaries of a unit and

serve only one unit and all air-condition compressors that service only an individual unit, whether or not located with in the unit boundaries. With respect to the coverage provided by this Paragraph, the Unit Owner shall be considered as an additional insured under the policy.

(b) Public Liability in such amounts and with such coverage as shall be required by the Board of Directors of the Association, including but not limited to hired vehicles, owned, and non-owned vehicle coverage, and with cross liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(c) Workmen's Compensation insurance to meet the requirements of law.

(d) Flood Insurance, where required by federal or other regulatory authority.

(e) Liability Insurance or fidelity bonding of all persons who control or disburse funds of the Association and which shall cover the maximum funds that will be in custody of the Association or its management agent at any one time shall be obtained and maintained by the Association.

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

10.4 Premiums upon insurance policies purchased by the Association shall be paid by the Association as a Common Expense.

10.5 Insurance Trustee; Share of Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association and the Unit Owners and their mortgagees as their interests may appear, and shall provide that all proceeds covering property losses shall be paid to the Association or a named Insurance Trustee (hereinafter referred to as the Insurance Trustee), as Trustee, or to such Trustee in Florida with Trust Powers as may be designated as Insurance Trustee from time to time by the Board of Directors of the Association when required by this Declaration. The selection of the Insurance Trustee is subject to the approval of the institutional mortgagee holding the greatest dollar amount of first mortgages against the Units in the Condominium. The Insurance Trustee shall not be liable for payment of premiums nor for the failure to collect any insurance proceeds. The duty of the Insurance Trustee shall be to receive such proceeds as are paid and hold the proceeds in trust for the purposes stated herein for the benefit of the Unit Owners and their mortgagees in the following shares, provided, however, such shares need not be set forth on the records of the Insurance Trustee.

(a) Proceeds on account of damage to Common Elements and Limited Common Elements: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements and Limited Common Elements appurtenant to the Unit as set forth on Exhibit B attached hereto.

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

(1) When the building is to be restored: For the Owners of damaged Units in proportion to the cost of repairing the damaged suffered by each Unit Owner, said cost to be determined by the Association.

(2) When the building is not to be restored: An undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to his Unit.

(c) Mortgagees. In the event a mortgagee endorsement has been issued to a Unit, the share of the Unit Owner shall be held in trust for the mortgagee and the Unit Owner as their interests may appear; provided, however, that no mortgagee shall have any right to determine or participate in the determination as to whether any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration. Notwithstanding the foregoing, the

mortgagee shall have the right to apply or have applied to the reduction of its mortgage debt any or all sums of insurance proceeds applicable to its mortgaged Unit in any of the following events:

- (1) Its mortgage is not in good standing and is in default.
- (2) Insurance proceeds are insufficient to restore or repair the building to the condition existing prior to the loss and additional monies are not available for such purpose.
- (d) Insurance Trustee. An insurance trustee need not be appointed until there exists, a major damage as defined at paragraph 11.1(b)(2) and 11.6(b)(2) or, until there shall have been a request by a first mortgagee for such appointment.

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

- (a) All expenses of the Insurance Trustee shall be paid first or provisions made for such payment.
- (b) If the damage for which the proceeds are paid is to be repaired or reconstructed the proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after defraying such cost shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, any mortgagee of a Unit.
- (c) If it is determined in the manner provided herein that the damage for which proceeds are paid shall not be reconstructed or repaired, the proceeds shall be distributed to the beneficial Owners, remittances to Unit Owners and their mortgagees being payable jointly to them. This is a covenant for the benefit of, and may be enforced by, the mortgagee of a Unit.
- (d) In making distribution to Unit Owners and their mortgagees, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to the names of the Unit Owners and their respective shares of the distribution.

10.7 Association as Agent. The Association is hereby irrevocably appointed Agent for each Unit Owner and for each Owner of any other interest in the Condominium Property to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver releases upon the payment of a claim.

11. RECONSTRUCTION OR REPAIR AFTER CASUALTY

11.1 Determination to reconstruct or repair. If any, part of the Condominium Property shall be damaged by casualty, whether or not it shall be reconstructed or repaired shall be determined in the following manner:

- (a) Common Elements and Limited Common Elements. If the damaged improvement is a Common Element and/or Limited Common Element then the damaged property shall be reconstructed or repaired, unless it is determined that the Condominium shall be terminated.
- (b) Damage.
 - (1) Lesser damage. If the damaged improvement is a building, and if the Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors of the Association to be tenantable, the damaged property shall be reconstructed or repaired, unless within sixty (60) days after the casualty, it is determined by agreement that the Condominium shall be terminated.

(2) Major damage. If the damaged improvement is a building, and if Units to which sixty (60%) percent of the Common Elements are appurtenant are found by the Board of Directors to be not tenantable, then the damaged property will not be reconstructed or repaired, and the Condominium will be terminated without agreement, unless within one hundred sixty (160) days after the casualty, the Owners of eighty (80%) percent of the Common Elements agree in writing to such reconstruction or repair.

(c) Certificate. The Insurance Trustee may rely upon a Certificate of the Association made by its President and attested by its Secretary as to whether or not the damaged property is to be reconstructed or repaired.

11.2 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original building, or in lieu thereof, according to the plans and specifications approved by the Board of Directors of the Association, and if the damaged property is in a building and reconstruction is not substantially in accordance with the original plans and specifications, then, approval by the Owners of not less than eighty (80%) percent of the Common Elements, including the Owners of all damaged Units, together with the approval of the institutional mortgagees holding first mortgages upon all damaged Units, shall be required which approval shall not be unreasonably withheld.

11.3 Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, then the Owner shall be responsible for reconstruction and repair after casualty. In all other instances the responsibility of reconstruction and repair after casualty shall be that of the Association.

11.4 Estimates of cost. Immediately after a determination is made to rebuild or repair damage to property for which the Association has the responsibility of reconstruction and repair, the Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

11.5 Assessments. If it is determined that reconstruction and repair should occur and if the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Association, or if at any time during reconstruction and repair, or upon completion of reconstruction and repair, the funds for the payment of the costs of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners who own the damaged Units, and against all Unit Owners in the case of damage to Common Elements, in sufficient amounts to provide funds for the payment of such costs. Such assessments against Unit Owners for damage to their respective Units shall be in proportion to the cost of reconstruction and repair of their respective Units. Such assessments on account of damage to Common Elements shall be in proportion to the Unit Owner's obligation for Common Expenses.

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

(a) Association. If the total of assessments made by the Association in order to provide funds for the payment of costs of reconstruction and repair that is the responsibility of the Association is more than \$500,000.00, then the sums, paid upon such assessments shall be deposited by the Association with the Insurance Trustee. In all other cases the Association shall hold the sums paid upon such assessments and disburse them in payment of the costs of reconstruction and repair.

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

(1) Association - Lesser damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is less than \$500,000.00, then the construction fund shall be disbursed in payment of such costs upon the order of the Board of Directors of the Association, provided however, that upon request by a mortgagee that is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided for the reconstruction and repair of major damage.

(2) Association - Major damage. If the amount of the estimated costs of reconstruction and repair that is the responsibility of the Association is \$500,000.00 or more, then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association.

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

(4) Surplus. It shall be presumed that the first monies disbursed in payment of costs of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial Owners of the fund; except, however, that only those portions of a distribution to the beneficial Owners in excess of assessments paid by a Unit Owner to the construction fund shall be made payable to any mortgagee.

(5) Certificate. Notwithstanding the provisions of this instrument, the Insurance Trustee shall not be required to determine whether sums paid by the Unit Owners upon assessments shall be deposited by the Association with the Insurance Trustee, nor to determine whether the disbursements from the construction fund are to be upon the order of the Association or approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund nor to determine the payee nor the amount to be paid. Instead, the Insurance Trustee may rely upon a Certificate of the Association made by its President and Secretary as to any or all of such matters and stating that the sums to be paid are due and properly payable and stating the name of the payee and the amount to be paid; provided, that when a mortgagee is required in this instrument to be named payee, the Insurance Trustee shall also name the mortgagee as a payee of any distribution of insurance proceeds to a Unit Owner; and further, provided, that when the Association, or a mortgagee that is the beneficiary of an insurance policy whose proceeds are included in the construction fund, so requires, the approval of an architect named by the Association shall be first obtained by the Association prior to the disbursements in payment of costs of reconstruction and repair.

12. USE RESTRICTIONS

The use of the Condominium Property shall be in accordance with the following provisions as long as the Condominium exists upon the land:

12.1 Units. This is a Residential Condominium, and therefore, each of the Units shall be occupied only as a residential private dwelling. No Unit may be divided or subdivided into a smaller Unit. Time share estates shall not be a part of this condominium. The number of persons permitted to occupy the unit as living quarters shall be governed by the ordinances of the City of Winter Park, Florida, provided further the Unit shall only be occupied by a single family unit.

12.2 Common Elements and Limited Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes for which they are intended in the furnishing of services and facilities for the enjoyment of the Units.

12.3 Nuisances. No nuisance shall be allowed upon the Condominium Property, or within a Unit, nor shall any use or practice that is the source of annoyance to residents or which interferes with the peaceful

possession and proper use of the property by its residents be permitted. All parts of the Condominium Property shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate nor any fire hazard allowed to exist within any Unit, storage space or on the common elements or limited common elements. No Unit Owner shall permit any use of his Unit or make any use of the Common Elements that will increase the cost of insurance upon the Condominium Property.

12.4 Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or a Unit, and 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 for maintenance, modification or repair of the Condominium Property or a Unit shall be the same as the responsibility for the maintenance and repair of the property concerned.

12.5 Leasing of Units. After approval by the Board of Directors as required herein, entire Units may be rented provided the occupancy is only by the Lessee, his family and guests. No rooms may be rented and no transient tenants (tenants of less than 150 days) shall be accommodated in any Unit. The lease of any Unit shall not release or discharge the Owner from compliance with any of his obligations and duties as a Unit Owner. No lease shall be for a period of less than one hundred fifty (150) days and no Unit shall be leased more than twice in any twelve month period. All of the provisions of this Declaration, and Bylaws, and the Rules and Regulations of the Association pertaining to use and occupancy shall be applicable and enforceable against any person occupying a Unit to the same extent as against a Unit Owner, and a covenant shall exist upon the part of each such tenant or occupant to abide by the rules and regulations of the Association, the terms and provisions of the Declaration of Condominium and Bylaws, and designating the Association as the Unit Owner's agent for the purpose of and with the authority to terminate any such lease agreement in the event of violations by the tenant of such covenant, which covenant shall be an essential element of any such lease or tenancy agreement, whether oral or written, and whether specifically expressed in such agreement or not.

12.6 Signs. No "For Sale" or "For Rent" signs or other displays or advertising shall be maintained on any part of the Common Elements, Limited Common Elements, or Units, except that the right is specifically reserved in the Developer to place and maintain "For Sale" or "For Rent" signs in connection with any unsold or unoccupied Unit the Developer may from time to time own and offer to the public in the ordinary course of business, and the same right is reserved to any institutional first mortgagee which may become the owner of a Unit, and to the Association as to any Unit which it may own.

12.7 Prohibited Vehicles. No commercial trucks or vans or other commercial vehicles shall be parked in any parking space except with the written consent of the Board of Directors of the Association, except such temporary parking spaces provided for such purpose as may be necessary to effectuate deliveries to the Condominium, the Association, Unit Owners, or residents. It is acknowledged that there are pickup trucks and vans that are not used for commercial purposes, but are family vehicles. It is not intended that such noncommercial, family vehicles be prohibited. A commercial vehicle is one with lettering or display on it or is used in a trade or business. Campers, recreation vehicles, boat trailers and other such recreational vehicles may not be parked temporarily or permanently on the Condominium Property except in those locations designated by the Board of Directors. Motorcycles, if they be a nuisance, can be prohibited by the Board of Directors.

12.8 Regulations. Reasonable Rules and Regulations concerning the use and operation of Condominium Property may be made and amended from time to time by the Board of Directors in the manner provided by its Articles of incorporation and Bylaws. Copies of such Rules and Regulations and amendments shall be furnished by the Association to all Unit Owners and residents of the Condominium.

12.9 Proviso. Until the Developer has completed all of the contemplated improvements and closed the sale of all of the Units of the Condominium, neither the Unit Owners nor the Association, shall interfere with the completion of the contemplated improvements and the sale of the Units nor the Developers use of the Condominium Property. Developer may make such use of the unsold Units, Common Elements and common areas, as may facilitate such completion and sale, including, but not limited to, maintenance of a sales office, showing of the property, and the display of signs.

12.10 Children and Pets. Children shall be allowed. The Board of Directors may from time to time make reasonable rules respecting pets, but weight and size shall not be the basis for the prohibition of a pet. No Unit shall have more than one dog or one cat. Birds, fish, etc. are permitted so long as they are not a nuisance.

13. MAINTENANCE OF COMMUNITY INTERESTS

In order to maintain a community of congenial residents who are financially responsible and thus protect the value of the Units, the transfer of Units by an Owner other than the Developer's first sale to a third party purchaser shall be subject to the following provisions as long as the Condominium exists upon the land:

13.1 Transfers subject to approval. No Unit Owner, except the Developer' first sale to a third party purchaser, may either acquire or dispose of any Unit by sale, gift, devise, inheritance, or other transfer of title or possession without the written consent of the Association except as hereinafter provided. In the event of transfer of title by operation of law the continued ownership is subject to the written approval of the Association except as hereinafter provided.

13.2 Approval by Association. The written approval of the Association that is required for the transfer of title of a Unit shall be obtained in the following manner:

(a) Notice to Association.

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

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

(3) Gift, devise, inheritance, or other transfers. A Unit Owner who has obtained his title by gift, devise or inheritance, or by any other manner not previously specified, shall give to the Association notice of the acquiring of his title, together with such information concerning the Unit Owner as the Association may reasonably require, and a certified copy of the instrument evidencing the Owner's title.

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

(b) Certificate of Approval.

(1) Sale. If the proposed transaction is a sale then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed transaction. If approved, the approval shall be by a certificate in recordable form executed by the Association. If no action is taken within fifteen (15) days by the Association, the sale is deemed approved.

(2) Lease. If the proposed transaction is a lease, then within fifteen (15) days after receipt of such notice and information, the Association must either approve or disapprove the proposed

transaction. If approved, the approval shall be by a certificate in a non-recordable form executed by the Association. The Association shall have the right to use as grounds for disapproval of any lease the fact that the Unit Owner is currently delinquent in the payment of an assessment at the time the approval is sought. If no action is taken within fifteen (15) days by the Association, the sale is deemed approved.

(3) Gift, devise or inheritance; other transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance or in any other manner, then within thirty (30) days after receipt of such notice and information the Association must either approve or disapprove the continuance of the Unit Owner's ownership of his Unit. If approved, the approval shall be by a certificate in recordable form executed by the Association. If no action is taken within thirty (30) days by the Association, the sale is deemed approved.

(c) Approval of entity owner or purchaser. Inasmuch as the Condominium may be used only for residential purposes and an entity cannot occupy a Unit for such use, if the Unit Owner, purchaser or lessee of a Unit is an entity, the approval of ownership or lease by the entity may be conditioned on notice to the Association and the approval by the Association all persons occupying the Unit from time to time. Transient use of the Unit by persons chosen by the entity shall not be permitted. Use of a Unit by persons chosen by an entity shall be treated in the same manner as tenants.

(d) Screening Fees. The Association shall require the deposit of a reasonable screening fee, simultaneously with the giving of notice of intention to sell or lease, or of transfer by gift, devise or inheritance, for the purpose of defraying the Association's expenses and providing for the time involved in determining whether to approve or disapprove the transaction or continued ownership by a transferee, said screening fee shall be a reasonable fee to be set from time to time by the Association, which shall not exceed the maximum fee allowed by law.

13.3 Disapproval by Association. If the Association shall disapprove a transfer of ownership of a Unit, the matter shall be disposed in the following manner.

(a) Sale. If the proposed transaction is a sale and if the notice of sale given by the Unit Owner shall so demand, then within thirty (30) days after receipt of such notice and information the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit by a purchaser approved by the Association, or an agreement to purchase signed on behalf of the Association by its President and attested by its Secretary, in which event the Unit Owner shall sell the Unit to the named purchaser at the price and upon the terms stated in the disapproved contract to sell, or upon mutually agreed terms.

(1) The sale shall be closed within thirty (30) days after delivery or mailing of the agreement to purchase, or upon the date designated in the disapproved contract, whichever date shall be later.

(2) If the Association shall fail to purchase or provide a purchaser upon demand of the Unit Owner in the manner provided, or if the purchaser furnished by the Association shall default in his agreement to purchase, the proposed transaction shall be deemed to have been approved, and the Association shall furnish a certificate of approval in recordable form.

(b) Lease. If the proposed transaction is a lease, the Unit Owner shall be advised of the disapproval in writing, the reasons therefor, and the lease shall not be made.

(c) Gift, devise or inheritance; other transfers. If the Unit Owner giving notice has acquired his title by gift, devise or inheritance, or in any other manner, then within thirty (30) days after receipt from the Unit Owner of the notice and information required to be furnished, the Association shall deliver or mail by registered mail to the Unit Owner an agreement to purchase the Unit concerned by a purchaser approved by the Association who will purchase and to whom the Unit Owner must sell the Unit upon the following terms:

(1) The sale price shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement. In the absence of

agreement as to price, the price shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser.

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

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

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

13.4 Exceptions. The foregoing provisions of this section entitled "Maintenance of Community Interests" shall not apply to a transfer to or purchase by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or any institutional lender that acquires its title as the result of owning a mortgage upon the Unit concerned, and this shall be so whether the title is acquired by deed from the mortgagor, his successors or assigns, or through foreclosure proceedings; nor shall such provision apply to a transfer, sale or lease by a bank, life insurance company, savings and loan association, real estate investment trust, or other institution or institutional lender that so acquires its title. Neither shall such provisions require the approval of a purchaser who acquires the title to a Unit at a duly advertised public sale with open bidding provided by law, such as but not limited to, execution sale, foreclosure sale, judicial sale or tax sale.

13.5 Unauthorized transactions. Any sale, lease, or transfer not authorized pursuant to the terms of this Declaration shall be voidable unless subsequently approved by the Association or otherwise cured by the terms of this Declaration.

13.6 Notice of lien or suit.

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

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

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

13.7 Whenever in this section an approval is required of the Association in connection with the sale, transferring, leasing or pledging of any Unit, and such approval shall not have been obtained pursuant to the provisions hereof, failure upon the part of the Association to object in writing to such sale, transfer, pledging or leasing within ninety (90) days after the date of such event, or within thirty (30) days of the date upon which the purchaser, transferee or lessee shall take possession of the premises, whichever date shall be later, shall constitute a waiver by the Association of the right to object and the sale, transfer, lease or pledge of such Unit shall be then considered valid and enforceable as having complied with this Paragraph Thirteen (13).

14. PURCHASE OF UNITS BY ASSOCIATION

The Association shall have the power to purchase Units subject to the following provisions:

14.1 Decision. The decision of the Association to purchase a Unit shall be made by its directors, without the necessity of approval by its members except as is hereinafter expressly provided.

14.2 Limitation. If at any time the Association shall be the Owner or agreed purchaser of five (5) or more Units, it may not purchase any additional Units without the prior written approval of seventy-five percent (75%) of the Unit Owners eligible to vote. A Unit Owner whose Unit is the subject matter of the proposed purchase shall be ineligible to vote thereon, provided, however, that the limitations hereof shall not apply to Units to be purchased at public sale resulting from a foreclosure of the Association's lien for delinquent assessments where the bid of the Association does not exceed the aggregate of the amounts due by virtue of any and all senior or superior liens against the Unit plus the money due the Association, nor shall the limitation of this Paragraph apply to Units to be acquired by the Association in lieu of foreclosure of such liens if the consideration therefore does not exceed the cancellation of such lien.

15. COMPLIANCE AND DEFAULT

Each Unit Owner shall be governed by and shall comply with the terms of the Declaration of Condominium, Articles of Incorporation and Bylaws and the Rules and Regulations adopted pursuant to those documents, as they may be amended from time to time. Failure of a Unit Owner to comply with such documents and regulations shall entitle the Association or other Unit Owners to the following relief in addition to the remedies provided by the Condominium Act:

15.1 Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his negligence or by that of any member of his family or his or their guests, employees, agents, or lessees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association.

15.2 Costs and attorneys' fees. In any proceeding arising because of an alleged failure of a Unit Owner or the Association to comply with the terms of the Declaration, Articles of Incorporation of the Association, the Bylaws, or the Rules and Regulations adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding, and recover such reasonable attorneys' fees as may be awarded by any Court, at trial or appellate levels and administrative hearings.

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

16. AMENDMENTS

Except as provided herein, this Declaration of Condominium and the Articles and Bylaws of the Association, may be amended in the following manner:

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

16.2 A Resolution for the adoption of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

16.3 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the Unit Owners of the Association. Unit Owners may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than ten percent (10%) of the Unit Owners. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the Unit

Owners to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and Unit Owners not present in person or by proxy at the meeting considering the amendment may express their approval or disapproval in writing, provided such approval or disapproval is delivered to the Secretary at or prior to the meeting and such writing is not used to establish a quorum or counted as a vote. Except as provided herein, such approvals must be either by:

(1) Not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire Unit Owners of the Association; or

(2) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed.

16.4 Proviso. Provided, however, that no amendment shall discriminate against any Unit Owner nor against any Unit or class or group of Units, unless the Unit Owners so affected shall consent; and no amendment shall change any Unit nor the share in the Common Elements appurtenant to it nor increase the Owner's share of the Common Expenses, unless the record Owner of the Unit concerned and all record owners of liens on such Unit shall join in the execution of the amendment, and the unless at least a majority of the record owners of all other units approve the amendment. Any vote to amend the declaration of condominium relating to a change in percentage of ownership in the common elements or sharing of the common expense shall be conducted by secret ballot. Neither shall an amendment make any change in the section entitled "Insurance" nor in the section entitled "Reconstruction or Repair After Casualty" unless the record Owners of all mortgages upon any Condominium Property shall join in the execution of such amendment, which mortgagee's consent shall not be unreasonably withheld. Nor shall any amendment make any change which would in any way affect any of the rights, privileges, powers and/or options herein provided in favor of or reserved to the Developer, or any person who is an officer, stockholder or director of the Developer, or any corporation having some or all of its directors, officers or stockholders in common with the Developer, unless the Developer or any limited partner or general partner shall join in the execution of such amendment.

16.5 Execution and recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted, and the certificate shall be executed by the President of the Association and attested by the Secretary with the formalities of a deed, and shall be effective upon recordation thereof in the Public Records of the County and State in which the land is situate.

16.6 Surface Water Management System. Any amendment of this Declaration, which affects the Surface Water Management System, beyond maintenance in its original condition, including the water management portions of the common areas, must have the prior written approval of the District. The District shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in the Covenants and Restrictions which relate to the maintenance, operation and repair of the Surface Water Management System.

16.7 Scrivener's errors. Prior to the majority election meeting, Developer may amend this Declaration and any exhibits thereto in order to correct a scrivener's error or other defect or omission without the consent of the Owners or the Board of Directors, provided that such amendment does not materially and adversely affect the rights of Unit Owners, lienors or mortgagees. This amendment shall be signed by Developer only and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not elsewhere required for amendment, and a copy of the amendment shall be furnished to each Unit Owner, the Association and all listed mortgagees as soon after recordation thereof among the Public Records of the County and State in which the land is situate as is practicable. After the majority election meeting, amendments for the correction of scrivener's errors or other non-material changes may be made by the affirmative vote of two-thirds (2/3) of the Board of Directors and without the consent of the Unit Owners or their mortgagees or lienors.

17. TERMINATION

The condominium may be terminated in the following manners, in addition to the manner provided by the Condominium Act:

17.1 Destruction. If it is determined as provided herein that the building shall not be reconstructed because of major damage, the Condominium plan of ownership shall be terminated without agreement.

17.2 Agreement. The Condominium may be terminated at any time by the approval in writing of all record Owners of Units and all record Owners of liens on Units. Notice of a meeting at which the proposed termination is to be considered shall be given not less than thirty (30) days prior to the date of such meeting. Provided that the approval of Owners of not less than seventy-five percent (75%) of the Common Elements, and the approval of all record Owners of liens upon the Units, are obtained at the meeting or within thirty (30) days thereafter, then the approving Owners shall have an option to buy all of the Units of the Owners not approving of termination, said option to continue for a period of sixty (60) days from the date of such meeting. Approval by a Unit Owner of a Unit, or of a lien encumbering a Unit, shall be irrevocable until expiration of the afore-recited option to purchase the Unit of Owners not so approving, and if the option to purchase such Unit is exercised, then such approval shall be irrevocable. The option to purchase the Units not approving of termination shall be exercised upon the following terms:

(a) Exercise of option. The option shall be exercised by delivery or mailing by registered mail to each of the record Owners of the Units to be purchased an agreement to purchase signed by the record Owners of Units who will participate in the purchase. Such agreement shall indicate which Units will be purchased by each participating Owner and shall require the purchase of all Units owned by Owners not approving the termination, but the agreement shall effect a separate contract between each seller and his purchaser.

(b) Price. The sale price for each Unit shall be the fair market value determined by agreement between the seller and the purchaser within thirty (30) days from the delivery or mailing of such agreement, and in the absence of agreement as to price, it shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association by appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit; and a judgment of specific performance of the sale upon the award rendered by the arbitrators may be entered in any Court of competent jurisdiction. The expense of the arbitration shall be paid by the purchaser. In any such action for specific performance the prevailing party shall also be entitled to his reasonable attorneys' fees and costs incurred in connection therewith.

(c) Payment. The purchase price shall be paid in cash, provided, in the event there shall be a pre-existing first mortgage on the Unit, then the purchaser shall have the option of assuming the remaining principal obligation thereof, and that portion of the purchase price which is in excess of such mortgage shall be payable in cash at closing.

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

17.3 Certificate. Termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by its President and Secretary certifying to the facts effecting the termination, said certificate to become effective upon being recorded in the Public Records of the County and State in which the land is situate.

17.4 Shares of Owners after Termination. After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common in undivided shares that shall be the same as the undivided shares in the Common Elements appurtenant to the Owners' Units prior to the termination.

17.5 Amendment. This section concerning termination cannot be amended without consent of all Unit Owners and of all record Owners of mortgages upon the Units.

18. DEVELOPER'S RESPONSIBILITY FOR ASSESSMENTS

The Developer, pursuant to Florida Statute 718.116(9)(a)2 2005, has elected to be excused from payment of assessments against unsold units for a period of ten (10) months following the date of the first recording of the sale of a Unit ("Guarantee Period"), during which period the Developer guarantees to all purchasers or other unit owners in the same condominium that the assessments will not exceed \$93.50 per unit per month or \$1,122.00 per unit, annually for one (1) bedroom units, and will not exceed \$130.00 per unit per month or \$1,560.00 per unit, annually for two (2) bedroom units, and will not exceed \$168.00 per unit per month or \$2,016.00 per unit, annually for three (3) bedroom units ("Guaranteed Amount"). The Developer will pay the portion of the common expenses incurred during the Guarantee Period, or any extension thereof, which exceed the Guaranteed Amount. The Developer reserves the right after the initial Guarantee Period to extend the Guarantee Period for one additional period of six (6) months.

19. SEVERABILITY

The invalidity in whole or in part of any covenant or restriction, or any section, sub-section, sentence, clause, phrase or word, or other provision of this Declaration of Condominium and the Articles of Incorporation, Bylaws and Rules and Regulations of the Association shall not affect the validity of the remaining portions.

20. SUCCESSOR TO DEVELOPER'S INTERESTS

For purposes of this Declaration of Condominium, the term "Developer" shall include the person or entity declaring the property to condominium ownership and any person or entity, including the construction mortgagee, who shall succeed to the Developer's interest in title and ownership, whether by purchase, foreclosure or deed in lieu of foreclosure and such successor shall have all of the rights and privileges of the Developer.

21. RULE AGAINST PERPETUITIES

The rule against perpetuities shall not defeat a right given any person or entity by the Declaration of Condominium for the purpose of allowing Unit Owners to retain reasonable control over the use, occupancy and transfer of Units.

22. JOINDER AND CONSENTS

A person who joins in or consents to the execution of this Declaration of Condominium subjects his interest in the condominium property to the provisions of the Declaration.

23. ENFORCEABILITY

All provisions of this Declaration of Condominium are enforceable equitable servitudes, run with the land and are effective until the Condominium is terminated.

24. PARTITION

The undivided share and the Common Elements which is appurtenant to a Unit shall not be separated from it and shall pass with the title to the Unit, whether or not separately described; the share and the Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Units; shares and the Common Elements appurtenant to Units are undivided, and no action for Partition of the Common Elements shall lie.

25. REQUIREMENTS OF FNMA AND FHLMC

Notwithstanding anything herein to the contrary set forth in this Declaration of Condominium and its attached Exhibits, the following shall prevail and be binding on all Unit Owners, the Developer, and anyone having an interest in the Condominium Property where a lender holds a mortgage upon a Unit in this Condominium and is

subject to the Federal Home Loan Mortgage Corp., Federal National Mortgage Association and/or Veterans Administration regulations:

25.1 Any "right of first refusal" contained in the Condominium constituent documents shall not impair the right of a first mortgagee to:

- (a) Foreclose or take title to a Condominium Unit pursuant to the remedies provided in the mortgage, or
- (b) Accept a deed (or assignment) in lieu of foreclosure in the event of default by a mortgagor, or
- (c) Seller leases a Unit acquired by the mortgagee.

25.2 Any mortgagee who obtains title to a Condominium Unit pursuant to the remedies provided in the mortgage or foreclosure of the mortgage will not be liable for such Unit's unpaid dues or charges which accrue prior to the acquisition of title to such Unit by the mortgagee, except as required by Florida Statute.

25.3 Except as provided by statute in case of condemnation or substantial loss to the Units and/or common elements of the Condominium Project, unless at least two-thirds (2/3) of the first mortgagees (based on one vote for each first mortgage owned), or owners (other than the sponsor, Developer, or builder) of the individual Condominium Units have given their prior written approval, Condominium Homeowners Association shall not be entitled to:

- (a) By act or omission, seek to abandon or terminate the Condominium Project;
- (b) Change the pro-rata interest or obligations of any individual Condominium Unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or (ii) determining the pro-rata share of ownership of each Condominium Unit and the common elements;
- (c) Partition or subdivide any Condominium Unit;
- (d) By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements for the Condominium Project shall not be deemed a transfer within the meaning of this clause.);
- (e) Use hazard insurance proceeds for losses to any Condominium Property (whether to Units or to common elements) for other than the repair, replacement or construction of such Condominium Property.

25.4 All taxes, assessments and charges which may become liens prior to the first mortgage under local law shall relate only to the individual Condominium Units and not to the Condominium Project as a whole.

25.5 No provision of the Condominium constituent documents gives a Condominium Unit Owner, or any other party, priority over any rights of the first mortgagee of the Condominium and Unit pursuant to its mortgage in the case of a distribution to such Unit Owner or owner of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or common elements.

25.6 If the Condominium Project is on a leasehold estate, the Condominium Unit lease is a lease or a sublease of the fee, and the provisions of such lease comply with FHLMC requirements.

25.7 All amenities (such as parking, recreation, and service areas) are a part of the Condominium Project and are covered by the mortgage at least to the same extent as are the common elements. All such common elements and amenities are fully installed, completed and in operation for use by the Condominium Unit Owners. If such amenities are not common or special elements under the Condominium Project, but may become part of a PUD, of which the Condominium Project may become a part, such an arrangement is acceptable provided that the warranties applicable to PUD units are all satisfied, or waivers obtained.

25.8 Unless waived pursuant to Section 718.112(2)(f) Florida Statutes, or by the Developer in accordance with this Declaration, condominium dues or charges shall include an adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis, and shall be payable in regular installments rather than by special assessments.

25.9 The Association may cancel, without penalty or cause, any contract or lease made by it before Unit Owners, other than the Developer, assume control of the Association, upon written notice to the other party.

25.10 Upon written request, the Association shall furnish the following notices to the holder, insurer or guarantor of any mortgage of any unit in the condominium:

(a) Notice of any condemnation or casualty loss that effects a material portion of the condominium property or the applicable unit.

(b) Notice of any delinquency and the payment of the assessments more than sixty (60) days past due as to the applicable unit.

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

(d) Notice of any proposed action which would require the consent of a percentage of mortgage holders.

25.11 Notwithstanding anything herein set forth in this Declaration of Condominium for purposes of this Declaration, the term "institutional mortgagee" shall be construed to include the Federal Home Loan Mortgage Corp. and Federal National Mortgage Association.

25.12 The Association shall purchase and maintain policies of insurance and fidelity bond coverage in accordance with requirements under Section 803.07P of the FNMA Conventional Home Mortgage Selling Contract supplement and the requirements of Chapter 718.112(2)(j) Florida Statutes, as Amended.

26. MERGER AND CONSOLIDATION

As provided by Florida Statute 718.110(7), this Condominium shall be entitled to merge or consolidate with any other condominium which may now or hereafter be created for the Units or Residential Dwellings located on the lands set forth on Exhibit "A" attached hereto. Said merger or consolidation shall allow the operation of the project though it was a single condominium for all matters, including budgets, assessments, accounting, record-keeping and similar matters. In the event of such merger or consolidation, Common Expenses for residential condominiums in such a project being operated by a single Association may be assessed against all Unit Owners in such project pursuant to the proportions or percentages established therefore in the Declarations as initially recorded or in the Bylaws as initially adopted, subject, however, to the limitations of Florida Statute 718.116 and 718.302. Such merger or consolidation shall be complete upon compliance with 718.110(7).

27. SURFACE WATER MANAGEMENT SYSTEM,
WETLAND AND WILD LIFE HABATAT

27.1 Surface Water Management Systems ("SWMS"), Lakes and Wet Retention Ponds. The Association, shall be responsible for maintenance of SWMS, ditches, canals, lakes, and water retention ponds.

27.2 No construction activities may be conducted relative to any portion of the SWMS. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item; constructing or altering any water control structure; or any other construction to modify the SWMS. To the extent there exists within the Properties a wetland mitigation area or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from the District. Construction and maintenance activities which are consistent with the design and permit conditions approved by the District in the Environmental Resource Permit may be conducted without specific written approval from the District.

27.3 No Owner or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Developer, the Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

27.4 No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association. No person other than the Developer or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

27.5 All SWMS and conservation areas, excluding those areas (if any) maintained by Orange County or another governmental agency, will be the ultimate responsibility of Association. The Association may enter any Common Element or Limited Common Element and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost shall be a Common Expense. **NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.**

27.6 Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including District, the Association and the Developer, its successors and assigns.

COMMON ELEMENTS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

27.7 The District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

27.8 Any amendment of the Declaration affecting the SWMS or the operation and maintenance of the SWMS shall have the prior written approval of the District.

27.9 If the Association shall cease to exist, all Unit Owners, shall be jointly and severally responsible for the operation and maintenance of the SWMS in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility as explained in Subsection 2.6.2.2.4.h.

27.10 Proviso. Notwithstanding any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by the District. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to the District for a determination of whether the amendment necessitates a modification of the surface water management permit. If the Association ceases to exist, all the Owners, shall be jointly and severally responsible for operation and maintenance of the SWMS facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility. The District shall have the right to take enforcement measures, including a civil action for injunction and/or to compel the correction of any outstanding problems with the SWMS facilities.

27.11. Provision for Budget Expense. In the event the declared lands have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

27.12 Wetland Conservation Area. Some Common Areas may abut or contain Wetland Conservation Areas, which are protected under the Orange County Land Development Code or the Winter Park Development Code. The Wetland Conservation Areas must be permanently retained in a natural state, and may not be altered from their present state, except as may be specifically authorized in writing by Orange County or the City of Winter Park.

- (a) No structures or construction of any kind may be erected.
- (b) No filling, excavation, dredging, prop-dredging, grading, paving, clearing, timbering, ditching, draining, contamination, or other development shall be permitted.
- (c) No activity may be done or performed which would adversely affect or impair (i) endangered or threatened species of special concern as to nesting, reproduction, food source, habitat or cover or affect the vegetation itself; (ii) available habitat for fish and aquatic life or result in emigration from adjacent or associated ecosystems and macro habitats; (iii) existing bio-systems or ecosystems; or (iv) recovery of an impaired system.
- (d) No organic or inorganic matter or deleterious substances or chemical compounds may be discharged or placed in the Wetland Conservation Areas.

27.13 Significant Upland Wildlife Habitat Conservation Area. The Significant Upland Wildlife Habitat Conservation Area is protected by the Orange County or City of Winter Park Land Development Code, as amended, and must be retained in a natural state. No filling, excavating, removal of vegetation or construction of permanent structures or other impervious surfaces shall occur within the Significant Upland Wildlife Habitat Conservation Area unless specifically conforming to a wildlife management plan as approved by Orange County or the City of Winter Park.

27.14. Non-Liability for Fluctuation of Water Levels. Neither the Developer, the Association nor any officer, director, employee or agent of such entities or persons shall have any liability for aesthetic conditions, damage to lateral plantings or direct or consequential damages of any nature or kind caused by the fluctuation of water levels.

27.15 The SWMS facilities are located on land that is designated Common Elements on the plat, or is located on land that is subject to an easement in favor of the Association and its successors.

IN WITNESS WHEREOF, the Developer has executed this Declaration this 23 day of February, 2006.

Signed, Sealed and Delivered
in the Presence of:

Valerie Packard
Print: Valerie Packard
Maria Foster
Print: MARIA FOSTER

RENAISSANCE OF WINTER PARK, LLC
a Florida limited liability company
Todd R. Palmer
By: _____
Print: Todd R. Palmer
Title: Manager

Valerie Packard
Print: Valerie Packard
Maria Foster
Print: MARIA FOSTER

By: Keri D. Palmer
Print: Keri D. Palmer
Title: Manager

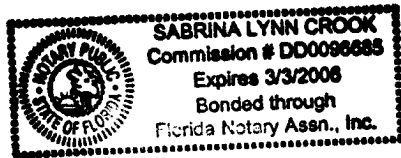
Print: _____

By: _____
Print: Peter Gaeckle
Title: Manager

Print: _____

STATE OF FLORIDA
COUNTY OF Orange

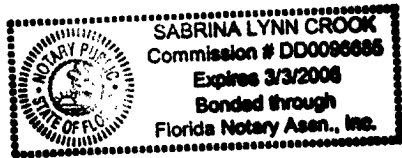
The foregoing instrument was acknowledged before me this 23rd day of February, 2006, by Todd R. Palmer as Manager of Renaissance of Winter Park, LLC, a Florida limited liability company on behalf of the company. He/she [He] is personally known to me or [] has produced the following as identification:



Sabrina Lynn Crook
Notary Public
Print Name: Sabrina Lynn Crook
My commission expires: 3/3/2006

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 23rd day of February, 2006, by Keri D. Palmer as Manager of Renaissance of Winter Park, LLC, a Florida limited liability company on behalf of the company. He/she [she] is personally known to me or [] has produced the following as identification:



Sabrina Lynn Crook
Notary Public
Print Name: Sabrina Lynn Crook
My commission expires: 3/3/2006

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Peter Gaeckle as Manager of Renaissance of Winter Park, LLC, a Florida limited liability company on behalf of the company. He/she [] is personally known to me or [] has produced the following as identification:

Notary Public
Print Name: _____

My commission expires:

#351574 v1 - WaterfallCoveatWinterParkDeclaration

IN WITNESS WHEREOF, the Developer has executed this Declaration this 23rd day of February, 2006.

Signed, Sealed and Delivered
in the Presence of:

RENAISSANCE OF WINTER PARK, LLC
a Florida limited liability company


Print: _____


By: _____
Print: Todd R. Palmer
Title: Manager

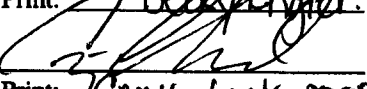
Print: _____

By: _____
Print: Keri D. Palmer
Title: Manager

Print: _____

By: 
Print: Peter Gaeckle
Title: Manager


Print: Bob Engler


Print: Candy Lockwood

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Todd R. Palmer as Manager of Renaissance of Winter Park, LLC, a Florida limited liability company on behalf of the company. He/she [] is personally known to me or [] has produced the following as identification:

Notary Public
Print Name: _____

My commission expires:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2006, by Keri D. Palmer as Manager of Renaissance of Winter Park, LLC, a Florida limited liability company on behalf of the company. He/she [] is personally known to me or [] has produced the following as identification:

Notary Public
Print Name: _____

My commission expires:

STATE OF ~~FLORIDA~~ california
COUNTY OF santa cruz

The foregoing instrument was acknowledged before me this 23rd day of February, 2006, by Peter Gaeckle as Manager of Renaissance of Winter Park, LLC, a Florida limited liability company on behalf of the company. He/she [X] is personally known to me ~~or [] has produced the following as identification.~~

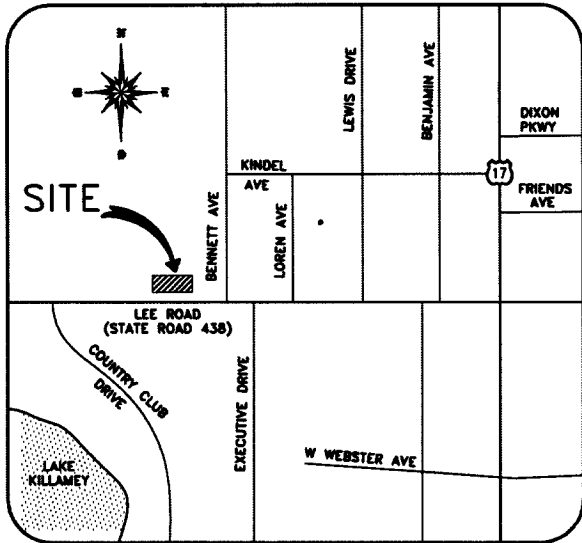
Kristi L Harrington
Notary Public
Print Name: Kristi L Harrington

My commission expires: NOV. 8, 2007

#351574 v1 - WaterfallCoveatWinterParkDeclaration



EXHIBIT "A"
WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



DRAWING	INDEX OF DRAWINGS	SHEET NO.
EXHIBIT A		
CERTIFICATION/VICINITY MAP		1 OF 42
LAND DESCRIPTION, NOTES AND LEGENDS		2-4 OF 42
BOUNDARY SURVEY (BY OTHERS)		5-15 OF 42
BUILDING A - FLOOR 1 (UNIT LOCATION/KEY MAP)		16 OF 42
BUILDING A - FLOOR 1 (FLOOR PLAN)		17 OF 42
BUILDING A - FLOOR 2 (UNIT LOCATION/KEY MAP)		18 OF 42
BUILDING A - FLOOR 2 (FLOOR PLAN)		19 OF 42
BUILDINGS B, C, D & E - FLOOR 1 (UNIT LOCATION/KEY MAP)		20 OF 42
BUILDINGS B, C, D & E - FLOOR 1 (FLOOR PLAN)		21 OF 42
BUILDINGS B, C, D & E - FLOOR 2 (UNIT LOCATION/KEY MAP)		22 OF 42
BUILDINGS B, C, D & E - FLOOR 2 (FLOOR PLAN)		23 OF 42
POOL HOUSE FLOOR PLAN		24 OF 42
TYPICAL UNITS		25-37 OF 42
ELEVATIONS		38 OF 42

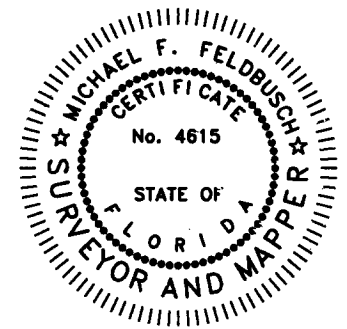
CERTIFICATION:

I HEREBY CERTIFY TO: RENAISSANCE OF WINTER PARK, LLC; FEDERAL TRUST BANK; ZIMMERMAN, KISER, SUTCLIFFE, PA; JOHNSON, POPE, BOKOR, RUPPEL & BURNS LLP

I HEREBY CERTIFY THAT THE ENCLOSED SHEETS 1 THROUGH 42, INCLUSIVE, WHICH COMPRISE THIS EXHIBIT "A", IS A CORRECT REPRESENTATION OF THE IMPROVEMENTS DESCRIBED HEREIN TO INCLUDE THE COMMON ELEMENTS AND UNITS, AND THAT THE CONSTRUCTION OF SAID IMPROVEMENTS, IS SUBSTANTIALLY COMPLETE SUCH THAT THE MATERIAL, TOGETHER WITH THE PROVISIONS OF THE DECLARATION OF CONDOMINIUM FOR WATERFALL COVE AT WINTER PARK, DESCRIBING THE CONDOMINIUM PROPERTY IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS, AND THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS AND OF EACH UNIT INCLUDED WITHIN SAID CONDOMINIUM CAN BE DETERMINED FROM THESE MATERIALS.

I HEREBY CERTIFY THAT THIS CONDOMINIUM HAS BEEN PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS AS SET FORTH IN FLORIDA ADMINISTRATIVE CODE RULE 61G17-6, PURSUANT TO CHAPTER 718.104(e), FLORIDA STATUTES, AND FIND THAT THERE ARE NO EASEMENTS, ENCROACHMENTS, OR USES AFFECTING THIS PROPERTY, THAT I HAVE KNOWLEDGE OF OTHER THAN THOSE SHOWN AND DEPICTED THEREON.

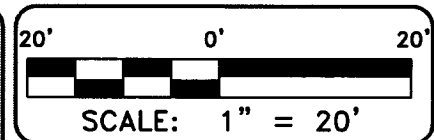
MICHAEL F. FELDBUSCH, PSM
FLORIDA REGISTRATION No. 4615
DATE OF CERTIFICATION 08/05/05
 REVISION 1 - 08/16/05
 REVISION 2 - 09/23/05
 REVISION 3 - 10/04/05
 REVISION 4 - 12/19/05



USSURVEY@USSURVEYOR.COM

U.S. SURVEYOR
 1989 RIVERWIND POINTE DRIVE
 EVANSVILLE, INDIANA 47715
 1-800-TO-SURVEY

SHEET NAME:
**VICINITY MAP,
 SHEET INDEX
 &
 CERTIFICATION**



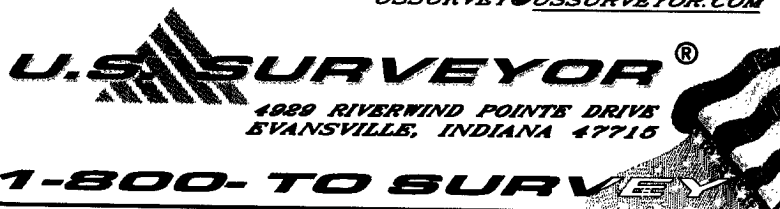
SHEET 1 OF 42 **JOB NUMBER: SS36380_14**

EXHIBIT "A"
WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

NOTES

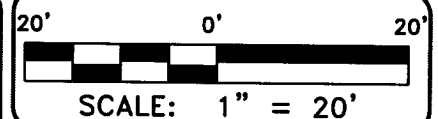
1. THE EXPECTED USE OF THE SUBJECT PROPERTY IS FOR CONDOMINIUMS AND FALLS WITHIN THE SUBURBAN CATEGORY AS CLASSIFIED IN CHAPTER 61G17-6.003, FLORIDA ADMINISTRATIVE CODE. ALL FIELD-MEASURED CONTROL MEASUREMENTS EXCEEDED THAT ACCURACY REQUIREMENTS FOR THIS CLASSIFICATION.
2. WRITTEN DIMENSIONS HAVE PRECEDENCE OVER SCALED DIMENSIONS.
3. UNIT BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES:
UPPER BOUNDARIES: THE HORIZONTAL PLANE(S) OF THE INTERIOR UNDECORATED FINISHED LOWER SURFACE OF THE CEILING.
LOWER BOUNDARIES: THE HORIZONTAL PLANE OF THE INTERIOR UNDECORATED FINISHED UPPER SURFACE OF THE FLOOR.
PERIMETRICAL BOUNDARIES: THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE INTERIOR UNDECORATED FINISHED SURFACE OF THE WALLS BOUNDING THE UNIT EXTENDED TO INTERSECTIONS WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES.
4. THE CONTRACTED USE OF THIS SURVEY IS FOR THE CREATION OF CONDOMINIUM DOCUMENTS. THIS SURVEY IS NOT VALID FOR ANY OTHER USES.
5. THIS SURVEY IS PREPARED ONLY FOR THE PARTIES LISTED BELOW AND IS NOT ASSIGNABLE PREPARED FOR: WATERFALL COVE AT WINTER PARK OF WINTER PARK FLORIDA.
6. ©COPYRIGHT 2005 BY US SURVEYOR.
THE SKETCH OF SURVEY AND SURVEY REPORT COMPRISE THE COMPLETE SURVEY. THIS SURVEY IS NOT VALID UNLESS THE SKETCH AND REPORT ACCOMPANY EACH OTHER. REPRODUCTIONS OF THIS SURVEY ARE NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA SURVEYOR AND MAPPER EMPLOYED BY US SURVEYOR.
7. ALL LANDS AND ALL PORTIONS OF THE CONDOMINIUM BUILDING OR OTHER IMPROVEMENTS, NOT LOCATED WITHIN THE CONFINES OF A CONDOMINIUM UNIT ARE PART OF THE COMMON ELEMENTS.
8. LIMITED COMMON ELEMENTS (LCE) ARE COMMON ELEMENTS THAT ARE ASSOCIATED WITH PARTICULAR UNITS, PARKING SPACES, EITHER COMMON ELEMENTS OR LIMITED COMMON ELEMENTS, ON THESE PLANS ARE LCE'S AS WELL AS ANY PORTION(S) OF THE COMMON ELEMENTS INCLUDING, BUT NOT LIMITED TO, CONDUITS, AIR CONDITIONING UNITS AND DUCTS, PLUMBING, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO A PARTICULAR UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THAT UNIT; THE MAILBOX ASSIGNED TO A PARTICULAR UNIT SHALL BE LOCATED WITHIN THE CONDOMINIUM PROPERTY, ANY ENTRANCE STAIRWAYS AND ALL IMPROVEMENTS THERETO AS TO WHICH DIRECT AND EXCLUSIVE ACCESS SHALL BE AFFORDED TO ANY PARTICULAR UNIT OR UNITS TO THE EXCLUSION OF OTHERS; LIGHT AND ELECTRICAL FIXTURES OUTSIDE THE UNIT OR ATTACHED TO THE EXTERIOR WALLS OF THE UNIT AND WHICH SOLELY SERVE SUCH UNIT. ANY BALCONY, TERRACE OR ENTRY COURT CONNECTED TO A UNIT AS SHOWN ON THESE PLANS ARE LCE.
9. ALL DIMENSIONS SHOWN ARE BASED UPON SURVEYOR'S FIELD MEASUREMENTS AND MAY VARY SLIGHTLY FROM UNIT TO UNIT.
10. COMMON ELEMENTS MEAN THE PORTION OF THE CONDOMINIUM PROPERTY NOT LOCATED IN THE CONDOMINIUM UNIT, BUT SHALL INCLUDE CHASES THROUGH EACH UNIT FOR ELECTRICAL CONDUITS, PLUMBING PIPES, AIR CONDITIONING AND DUCTS, TELEPHONE AND TELEVISION LINES AND OTHER FACILITIES FOR THE FURNISHING OF UTILITY SERVICES TO EACH UNIT, COMMON ELEMENT (CE) AND LIMITED COMMON ELEMENT (LCE).

U.S.SURVEYOR@U.S.SURVEYOR.COM



SHEET NAME:

NOTES



SHEET 3 OF 42

JOB NUMBER:
SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

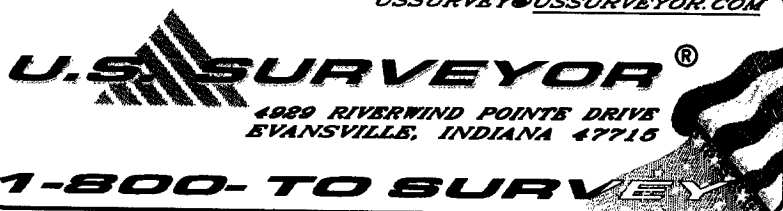
STANDARD LEGEND

(R) RECORD DATA (M) MEASURED DATA (C) CALCULATED DATA R/W RIGHT OF WAY BSL BACK SET LINE MTL METAL FPL FLORIDA POWER & LIGHT AC AIR CONDITIONING UNIT CBS CONCRETE BLOCK STRUCTURE M MASTER COL COLUMN WIC WALK-IN-CLOSET ● MONUMENT FOUND ○ MONUMENT SET ■ P.K. NAIL FOUND □ P.K. NAIL SET × FND X MARK × SET X MARK — W — WATER LINE ⊙ WATER MANHOLE ⋈ WATER VALVE [W] WATER METER ⦿ HYDRANT ⚡ BF BACK FLOW PREVENTOR ⦿ SPRINKLER HEAD LCE LIMITED COMMON ELEMENT ⋈ GAS VALVE [G] GAS METER --- G --- GAS LINE	TOB TOP OF BEAM TOS TOP OF SLAB FFE FINISH FLOOR ELEVATION LCE LIMITED COMMON ELEMENT CE COMMON ELEMENT FNT FOUNTAIN STOR STORAGE ROOM TYP TYPICAL EL ELEVATION BATH BATHROOM ELECT ELECTRICAL KIT KITCHEN P PANTRY ⚡ POWERPOLE — GUY WIRE ☀ LIGHT POLE [E] ELEC. TRANSFORMER [A/C] AIR CONDITIONER O/H E OVERHEAD ELECTRIC [E] ELECTRIC METER [P] ELECTRIC PANEL ⊗ ELECTRIC BOX □ O/H LIGHT AFFIXED TO BLDG [U] UP LIGHT [EV] ELECTRIC VAULT ELECT RM ELECTRIC ROOM COMM RM COMMUNICATIONS ROOM PR POWDER ROOM	ELEV ELEVATOR EQUIP EQUIPMENT CL CLOSET ME MECHANICAL ROOM RM ROOM ORB OFFICIAL RECORD BOOK PG PAGE R RADIUS L LENGTH OF ARC LN LINEN CLOSET LAU LAUNDRY ROOM — SS — SAN. SEWER LINE ⊙ SEWER MANHOLE c/o CLEAN OUT --SD-- STORM DRAIN LINE ⊙ STORM DRAIN MANHOLE [SI] STORM INLET [PM] PARKING METER [T] TELEPHONE BOX — T — TELEPHONE LINE — C — CABLE TELEVISION O/H C OVERHEAD CABLE [CB] CABLE BOX ● BOLLARD ⦿ BORE HOLE MW MONITORING WELL ⊙ FIRE PLUG MANHOLE W.D. WASHER/DRYER T.C. TRASH CHUTE L/S LANDSCAPING 🌳 TREE PL PLANTER
--	--	---

NOTES:

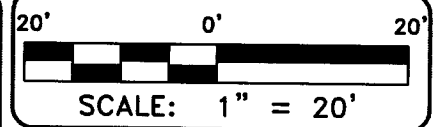
1. CHASE, COLUMNS, AND SHEARWALLS WITHIN EACH UNIT ARE COMMON ELEMENTS.
2. WALLS AND COLUMNS SEPARATING UNITS ARE COMMON ELEMENTS.
3. WALL AND COLUMNS SEPARATING UNITS AND OTHER COMMON ELEMENTS ARE COMMON ELEMENTS.
4. SERVICE CORRIDORS, TRASH ROOMS, MECHANICAL ROOMS, AND MAIL ROOMS ARE COMMON ELEMENTS.
5. ALL TERRACES, PRIVATE LOBBIES, AND A/C CLOSETS ARE LIMITED COMMON ELEMENTS.
6. ALL AREAS NOT INCLUDED IN BOUNDARIES OF UNITS OR LIMITED COMMON ELEMENTS ARE COMMON ELEMENTS.
7. FOR ALL OTHER PERTINENT INFORMATION, REFER TO THE DECLARATION OF CONDOMINIUM.

USSURVEY@USSURVEYOR.COM



SHEET NAME:

LEGEND



SHEET 4 OF 42

JOB NUMBER:
SS36380_14

EXHIBIT "A"
WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

LEGAL DESCRIPTION

PARCEL 1 (FEE SIMPLE ESTATE)

ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN THE NORTHWEST 1/4 OF SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

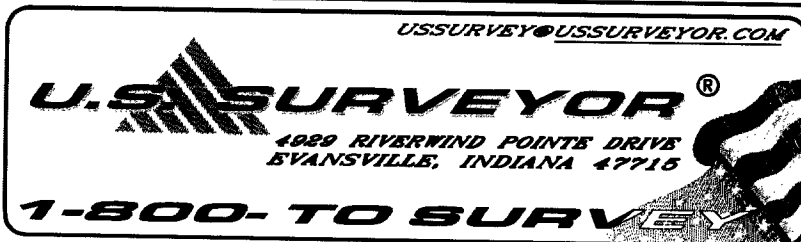
TO FIND THE TRUE POINT OF BEGINNING, COMMENCE AT THE SOUTHWEST CORNER OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 1 AND THENCE TRAVEL ALONG THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 1 ALSO BEING THE CENTERLINE OF LEE ROAD (STATE ROAD 438) (A 100 FOOT RIGHT OF WAY) SOUTH 89°24'23" EAST A DISTANCE OF 122.00 FEET TO A POINT; THENCE LEAVING SAID CENTERLINE OF LEE ROAD (STATE ROAD 438) (A 100 FOOT RIGHT OF WAY) AND TRAVEL NORTH 3°36'41" EAST A DISTANCE OF 50.07 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF LEE ROAD (STATE ROAD 438) (A 100 FOOT RIGHT OF WAY), SAID POINT BEING THE POINT OF BEGINNING; THENCE LEAVING SAID RIGHT OF WAY LINE CONTINUE NORTH 3°36'41" EAST A DISTANCE OF 690.67 FEET TO A POINT; THENCE TRAVEL NORTH 89°53'58" WEST A DISTANCE OF 3.76 FEET TO A POINT; THENCE TRAVEL NORTH 1°52'48" EAST A DISTANCE OF 154.00 FEET TO A POINT; THENCE TRAVEL SOUTH 89°51'56" EAST A DISTANCE OF 840.11 FEET TO A POINT BEING ON THE WEST LINE OF TRACT "A" OF THE "PARK GREEN" SUBDIVISION AS RECORDED IN PLAT BOOK 10, PAGE 90 OF THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA; THENCE TRAVEL ALONG SAID WEST LINE OF TRACT "A" OF THE "PARK GREEN" SUBDIVISION SOUTH 1°52'48" WEST A DISTANCE OF 153.53 FEET TO A POINT; THENCE DEPARTING SAID WEST LINE OF TRACT "A" OF THE "PARK GREEN" SUBDIVISION, TRAVEL NORTH 89°53'58" WEST A DISTANCE OF 70.00 FEET TO A POINT; THENCE TRAVEL SOUTH 1°53'35" WEST A DISTANCE OF 298.92 FEET TO A POINT; THENCE TRAVEL NORTH 88°06'25" WEST A DISTANCE OF 49.85 FEET TO A POINT; THENCE TRAVEL ALONG THE ARC OF A CURVE TO THE LEFT A DISTANCE OF 165.36 FEET (SAID ARC BEING SUBTENDED BY A CHORD BEARING SOUTH 65°16'43" WEST, A CHORD DISTANCE OF 160.00 FEET, HAVING A RADIUS OF 186.42 FEET) TO A POINT; THENCE TRAVEL NORTH 89°18'33" WEST A DISTANCE OF 535.30 FEET TO A POINT; THENCE TRAVEL SOUTH 3°36'41" WEST A DISTANCE OF 272.19 FEET TO A POINT ON THE SAID NORTHERLY RIGHT OF WAY LINE OF LEE ROAD (STATE ROAD 438) (A 100 FOOT RIGHT OF WAY); THENCE TRAVEL ALONG SAID RIGHT OF WAY LINE OF LEE ROAD NORTH 89°24'23" WEST A DISTANCE OF 50.07 FEET TO A POINT; SAID POINT BEING THE POINT OF BEGINNING.

**NOTE: LEGAL DESCRIPTION TAKEN FROM ALTA / ACSM LAND TITLE SURVEY BY GROVER DINGUS, JR., A FLORIDA SURVEYOR AND MAPPER FROM DRAWING DATED JUNE 11, 1990, JOB REFERENCE NUMBER 90070.

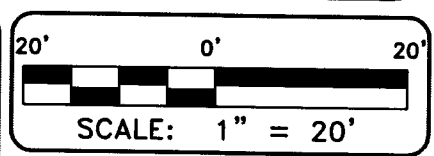
PARCEL TWO (EASEMENT ESTATE)

TOGETHER WITH A NON-EXCLUSIVE EASEMENT FOR THE BENEFIT FOR THE ABOVE PARCEL AS CREATED BY THAT CERTAIN GRANT OF EASEMENT, DATED NOVEMBER 20, 1985, AND RECORDED NOVEMBER 11, 1995, IN OFFICIAL RECORDS BOOK 3716, PAGE 1168, FOR INGRESS AND EGRESS AND UTILITIES.

THE PROPERTY DESCRIBED AND SHOWN HEREON IS THE SAME PROPERTY AS DESCRIBED IN THE TITLE COMMITMENT CASE NO. CD05-103225, EFFECTIVE DATE APRIL 21, 2005, PREPARED BY, FIDELITY NATIONAL TITLE INSURANCE COMPANY.



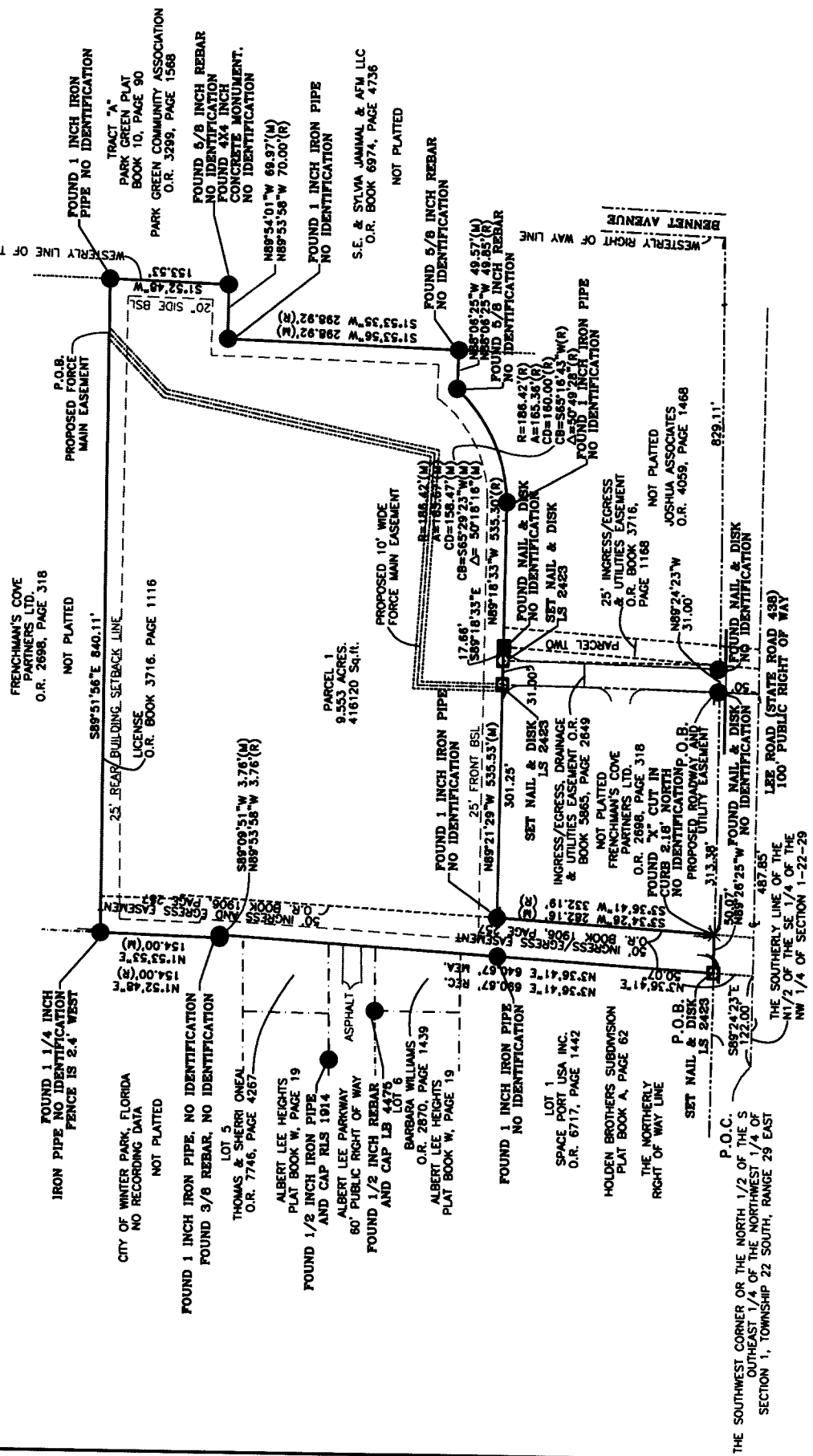
SHEET NAME:
LAND DESCRIPTION



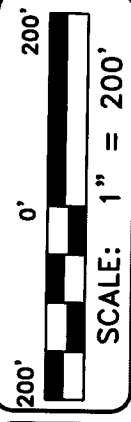
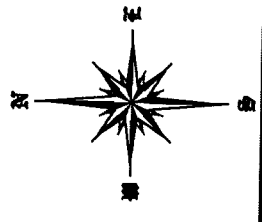
SHEET 2 OF 42

JOB NUMBER:
SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



NOTE: INFORMATION SHOWN HEREON AS PER PLAN PREPARED BY GROVER DINGUS, JR. SURVEYING & MAPPING DATED AUGUST 08, 2005.



JOB NUMBER:
 SS36380_6

SHEET 5 OF 42

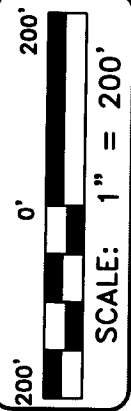
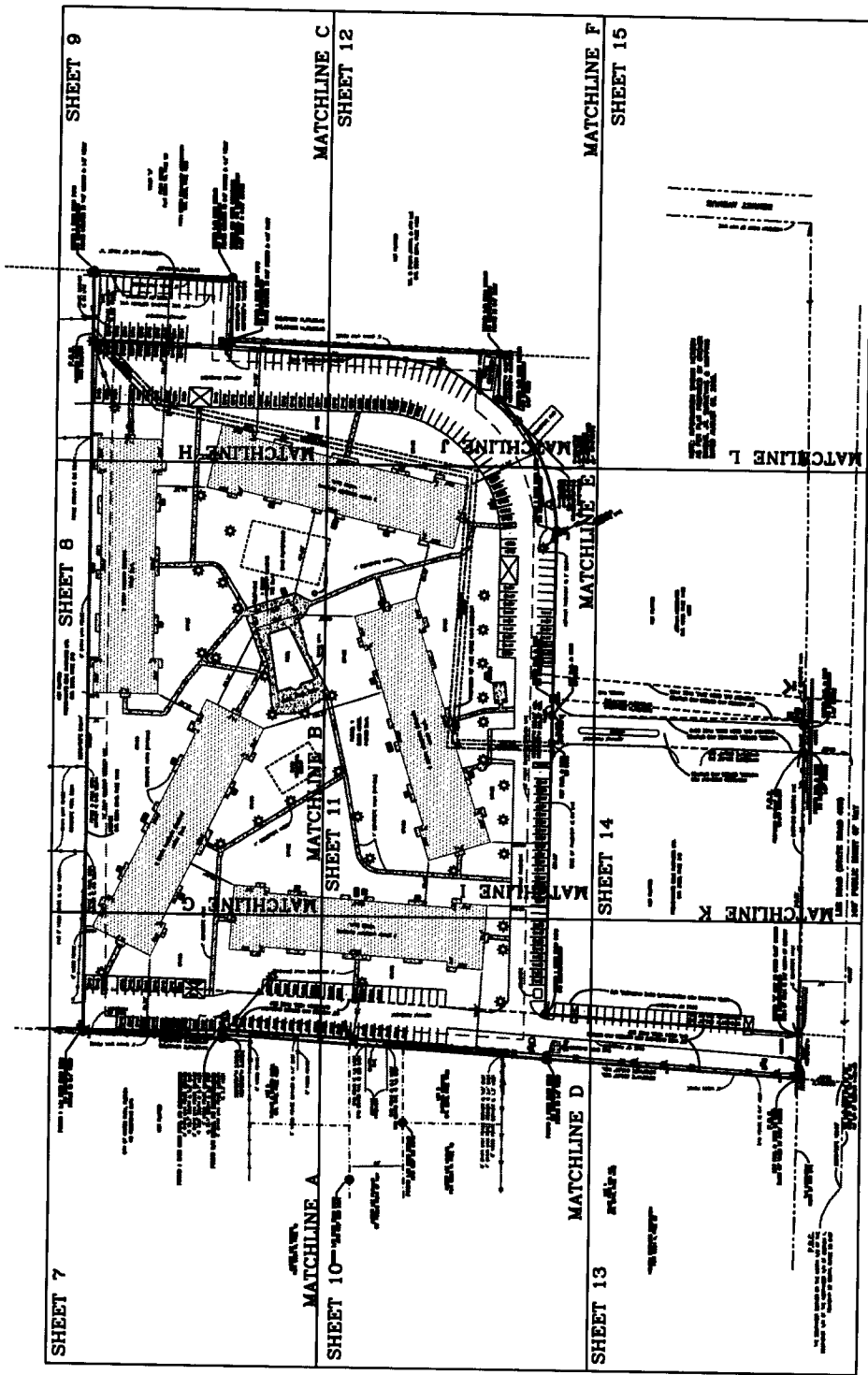
SHEET NAME:
BOUNDARY SURVEY

USSURVEYOR.COM

4080 RIVERWIND POINTS DRIVE
 EVANSVILLE, INDIANA 47710

1-800-TO-SURVEY

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



JOB NUMBER:
SS36380_6

SHEET 6 OF 42

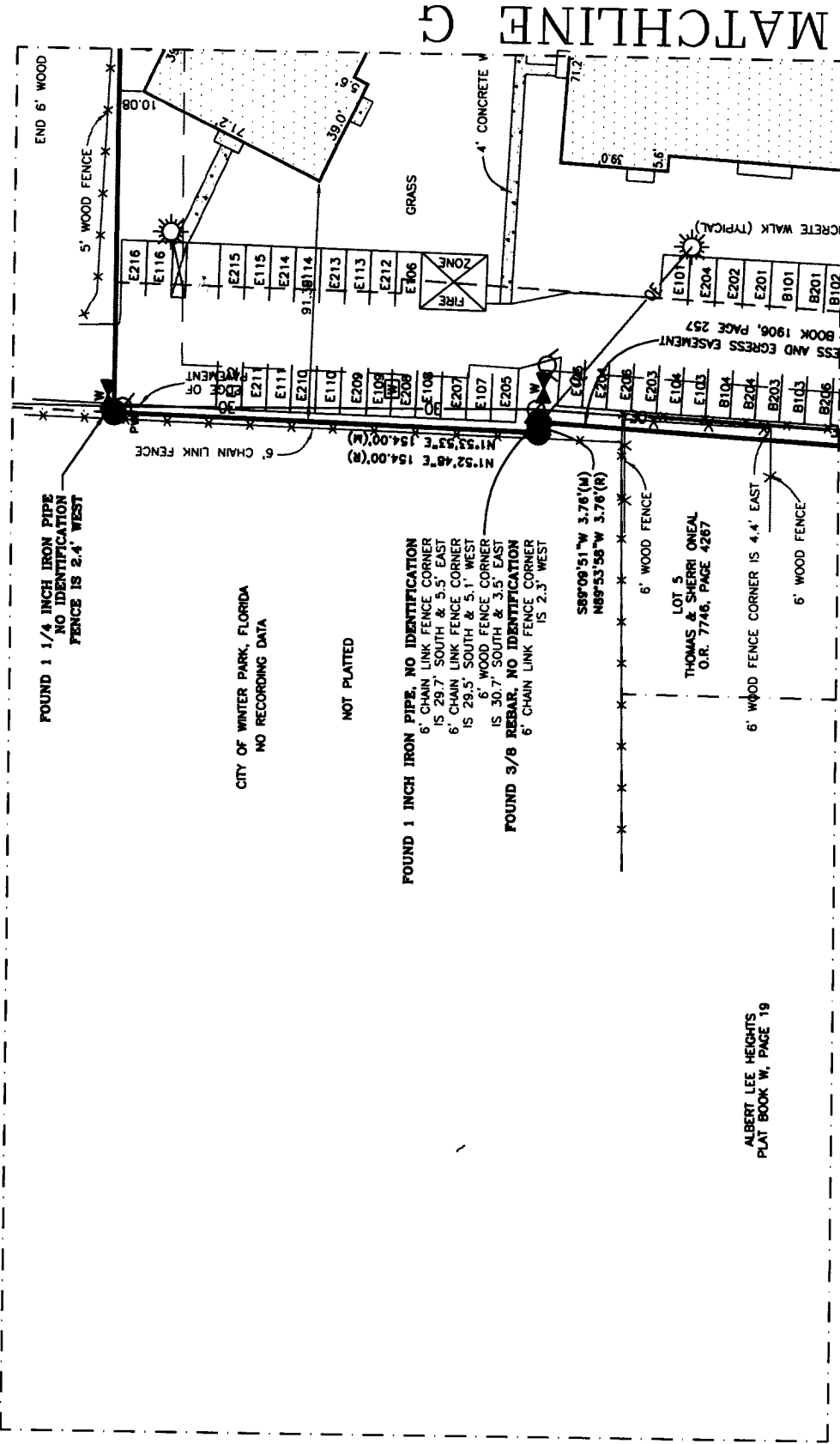
SHEET NAME:
**BOUNDARY
 SURVEY WITH
 IMPROVEMENTS
 KEYMAP**

USSURVEYOR.COM

USSURVEYOR®
 4980 RIVERWIND POINTS DRIVE
 EVANSVILLE, INDIANA 47716

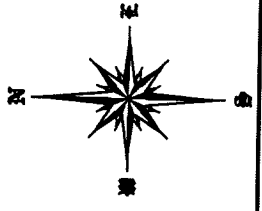
1-800-TO-SURV

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



MATCHLINE A

MATCHLINE G



60' 0' 60'

SCALE: 1" = 60'

JOB NUMBER: SS36380_6

SHEET 7 OF 42

SHEET NAME:
 BOUNDARY
 SURVEY WITH
 IMPROVEMENTS

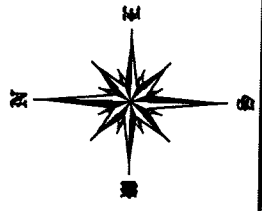
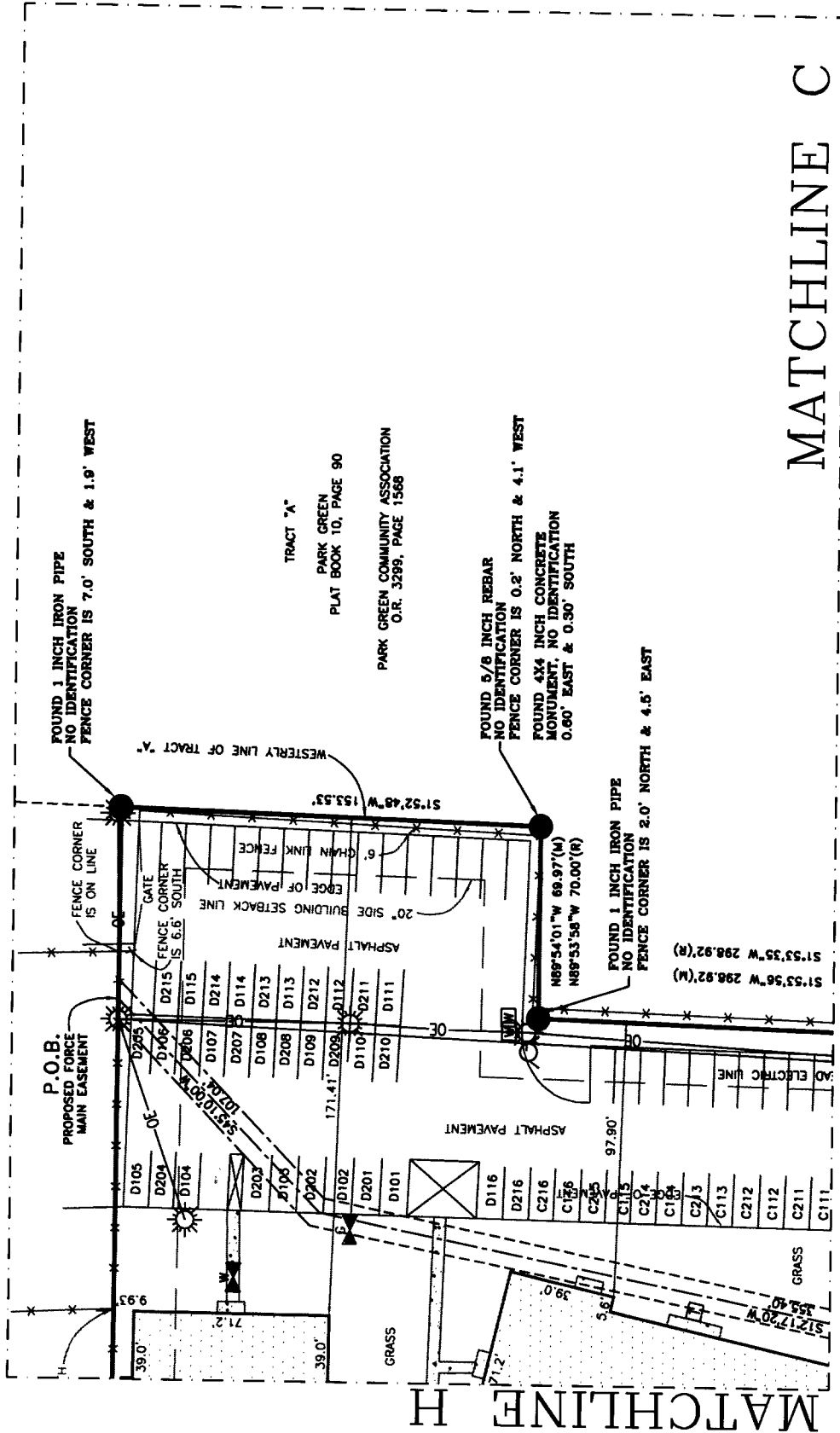
USSURVEYOR.COM

U.S. SURVEYOR

1989 RIVERBEND POINTS DRIVE
 EVANSVILLE, INDIANA 47716

1-800-TO-SURV

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



60' 0' 60'

SCALE: 1" = 60'

JOB NUMBER:
 SS36380_6

SHEET 9 OF 42

SHEET NAME:
 BOUNDARY
 SURVEY WITH
 IMPROVEMENTS

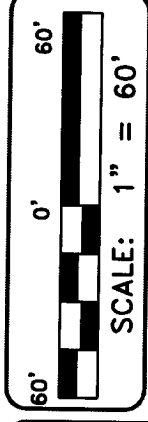
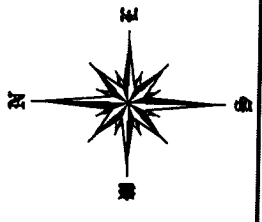
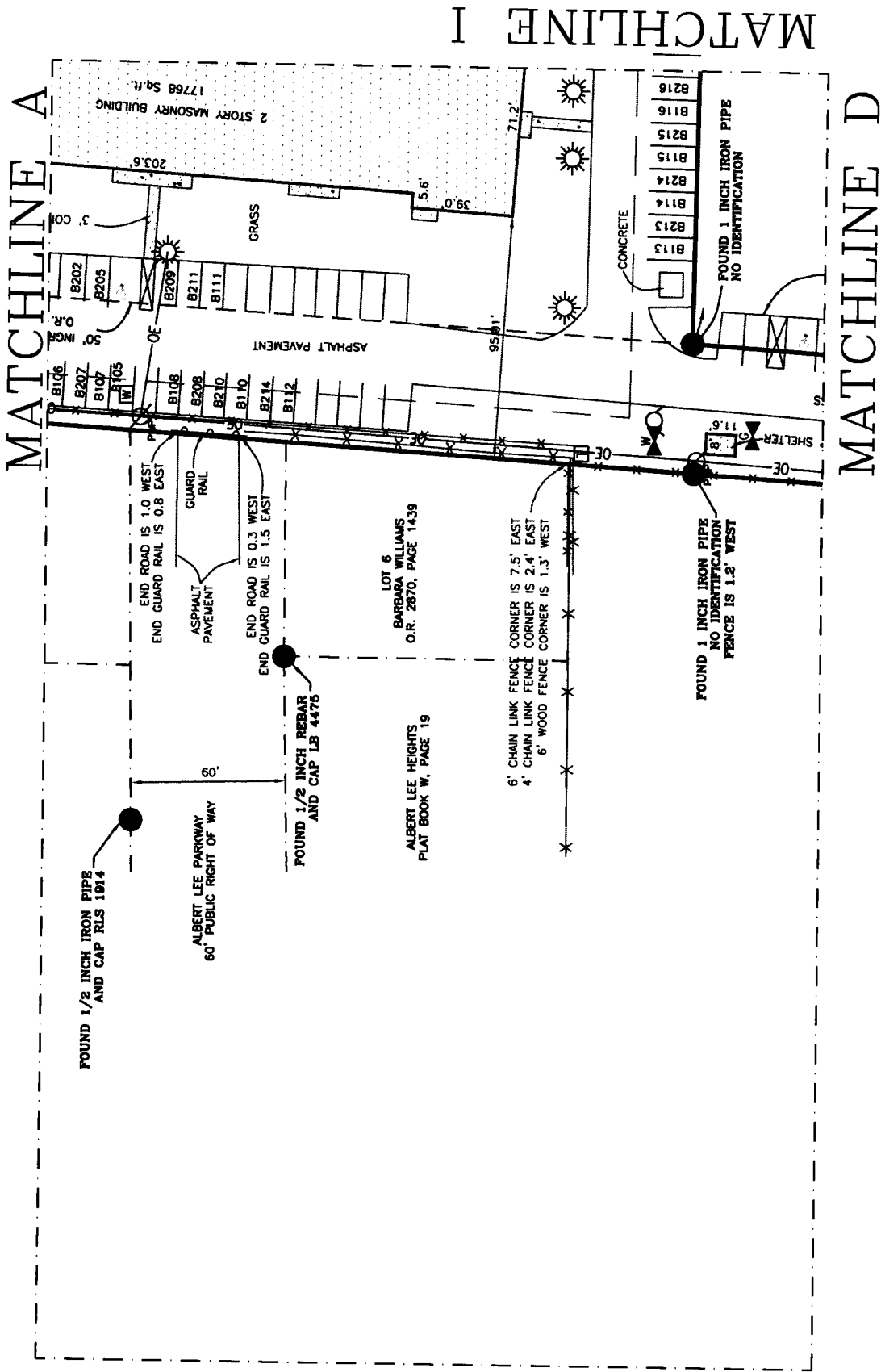
USSURVEYOR.COM

U.S. SURVEYOR®

4889 RIVERBEND POINTS DRIVE
 SPANSVILLE, INDIANA 47716

1-800-TO-SURV

EXHIBIT "A"
 LEGACY OF WINTER PARK, A CONDOMINIUM
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM



SHEET NAME:
**BOUNDARY
 SURVEY WITH
 IMPROVEMENTS**

SHEET 10 OF 42

JOB NUMBER:
 SS36380_6

USSURVEYOR.COM

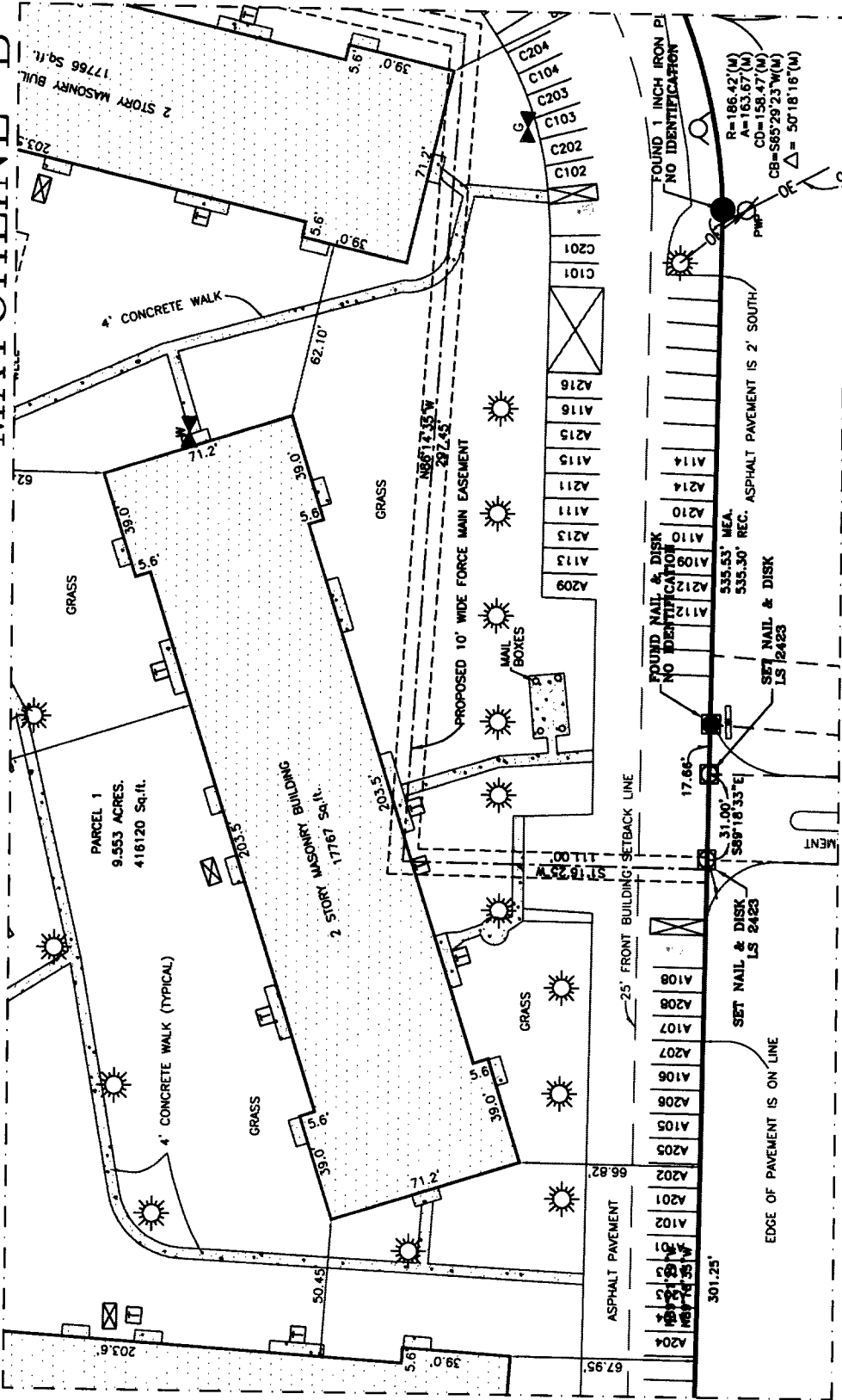
U.S. SURVEYOR®

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EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

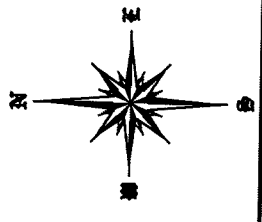
MATCHLINE B



MATCHLINE I

MATCHLINE E

MATCHLINE J



60' 0' 60'

SCALE: 1" = 60'

SHEET 11 OF 42

JOB NUMBER: SS36380_6

SHEET NAME:
 BOUNDARY SURVEY WITH IMPROVEMENTS

USSURVEYOR.COM

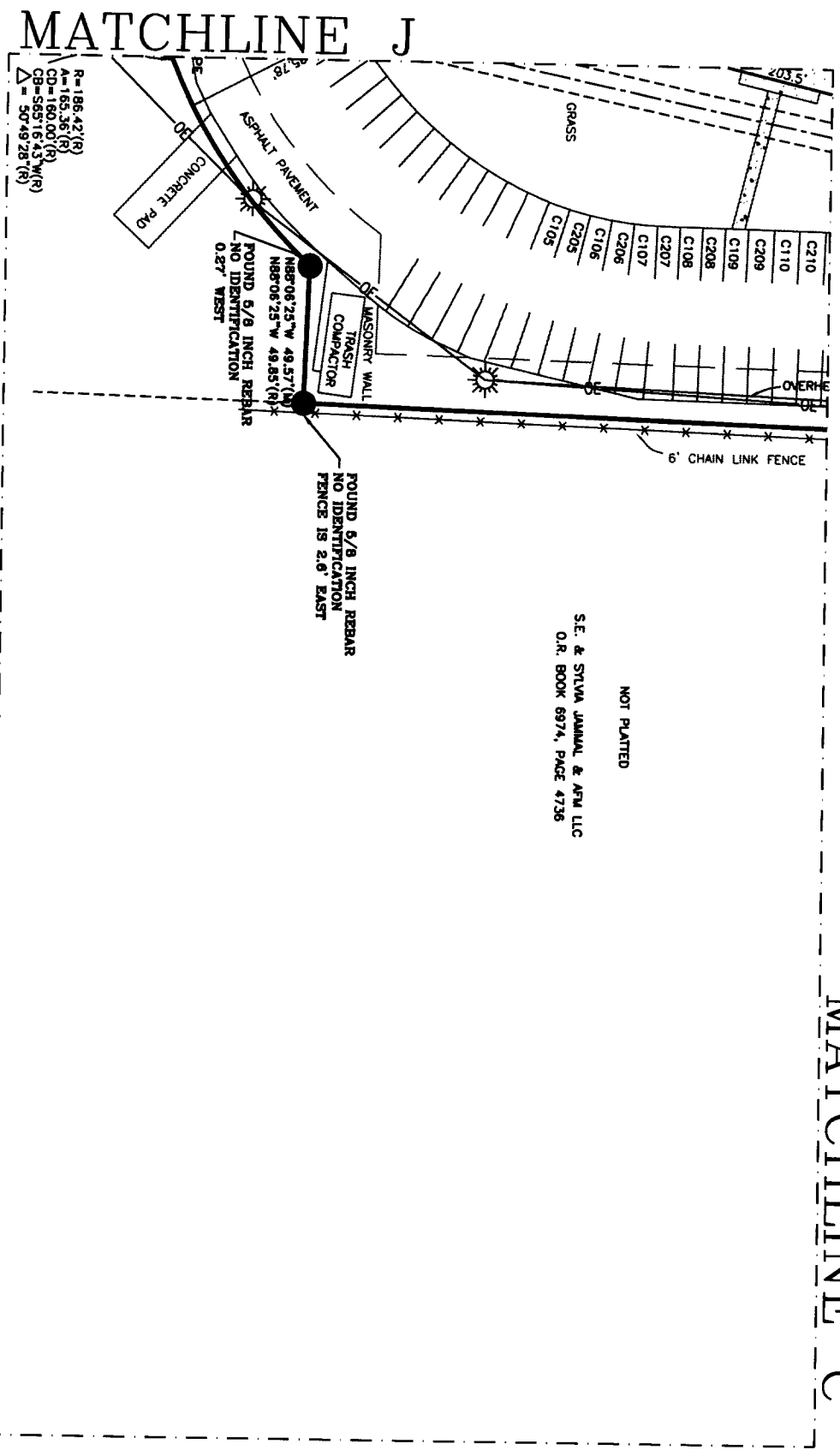
U.S. SURVEYOR®

4089 RIVERBEND POINTS DRIVE
 EVANSVILLE, INDIANA 47716

1-800-TO-SURV

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

MATCHLINE C



NOT PLATTED
 S.E. & SYLVIA JAMMAL & AFM LLC
 O.R. BOOK 8974, PAGE 4736

MATCHLINE F

MATCHLINE J

R=186.42'(R)
 A=165.36'(R)
 CD=180.00'(R)
 CB=585'16.43"(R)
 Δ=50'49.28'(R)

FOUND 5/8 INCH REBAR
 NO IDENTIFICATION
 0.27' WEST

FOUND 5/8 INCH REBAR
 NO IDENTIFICATION
 FENCE IS 2.6' EAST

U.S. SURVEYOR
 4889 RIVERBEND POINTS DRIVE
 EVANSVILLE, INDIANA 47716
 1-800-TO-SURV
 USSURVEYOR.COM

SHEET NAME:
 BOUNDARY
 SURVEY WITH
 IMPROVEMENTS

60' 0' 60'
 SCALE: 1" = 60'
 SHEET 12 OF 42
 JOB NUMBER:
 S536380_6

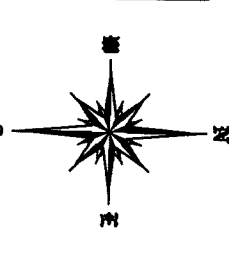
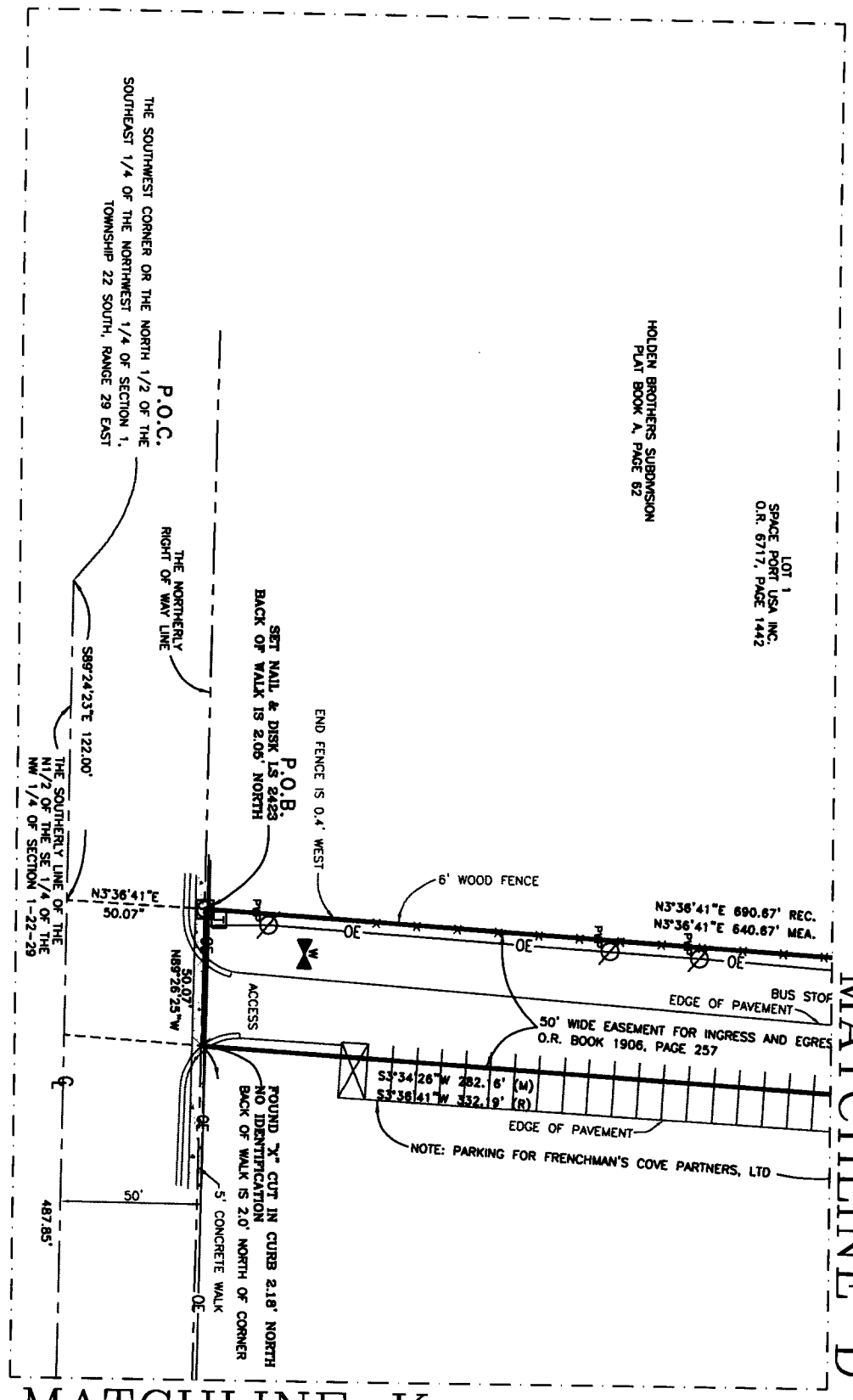


EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

MATCHLINE D

LOT 1
 SPACE PORT USA INC.
 O.R. 6717, PAGE 1442

HOLDEN BROTHERS SUBDIVISION
 PLAT BOOK A, PAGE 52



MATCHLINE K

U.S. SURVEYOR
 4080 RIVERWIND POINTS DRIVE
 EVANSVILLE, INDIANA 47715
 1-800-TO-SURV
 USSURVEY@USSURVEYOR.COM

SHEET NAME:
 BOUNDARY
 SURVEY WITH
 IMPROVEMENTS

60' 0' 60'
 SCALE: 1" = 60'
 SHEET 13 OF 42
 JOB NUMBER:
 SSS36380_6

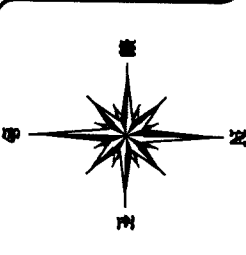
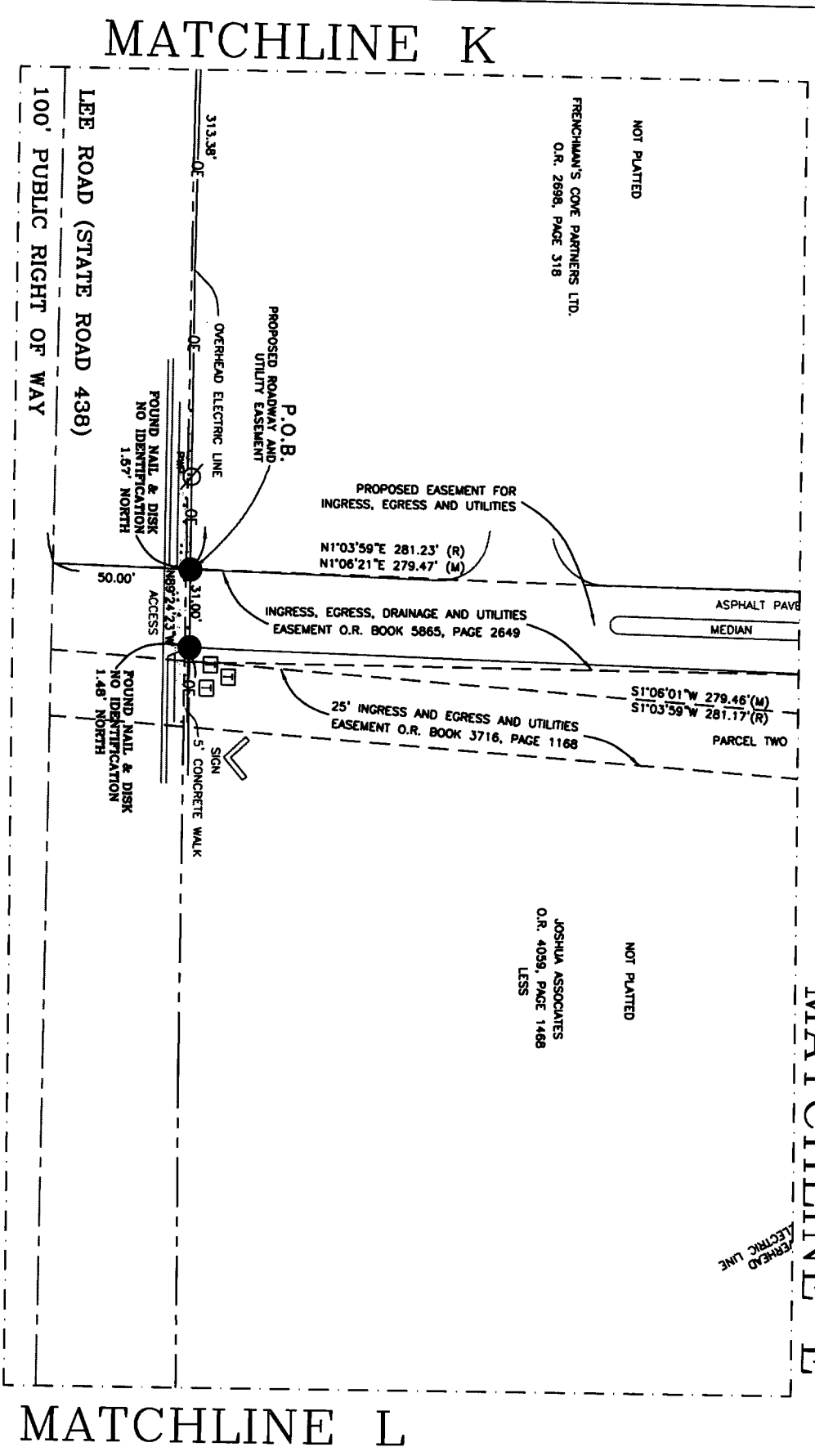


EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

MATCHLINE E



U.S. SURVEYOR
 4080 RIVERBEND POINTS DRIVES
 EVANSVILLE, INDIANA 47716
 1-800-TO-SURV
 U.S.SURVEYOR@U.S.SURVEYOR.COM

SHEET NAME:
 BOUNDARY
 SURVEY WITH
 IMPROVEMENTS

SCALE: 1" = 60'
 SHEET 14 OF 42
 JOB NUMBER:
 SS36380_6

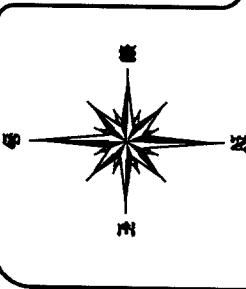


EXHIBIT "A"
WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

MATCHLINE F

NOTE: INFORMATION SHOWN HEREON
AS PER PLAT PREPARED BY GROVER
DINGUS, JR., SURVEYING & MAPPING
DATED AUGUST 08, 2005.

829.11'

WESTERLY RIGHT OF WAY LINE

BENNET AVENUE

MATCHLINE L

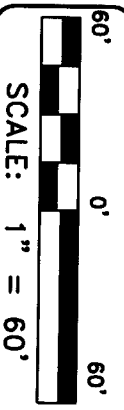
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4080 RIVERWIND POINTS DRIVE
EVANSVILLE, INDIANA 47715

1-800-TO-SURV

SHEET NAME:
BOUNDARY
SURVEY WITH
IMPROVEMENTS



SHEET 15 OF 42

JOB NUMBER:
SS36380_6

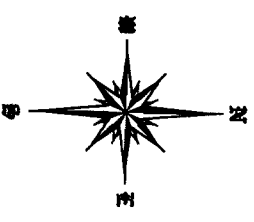
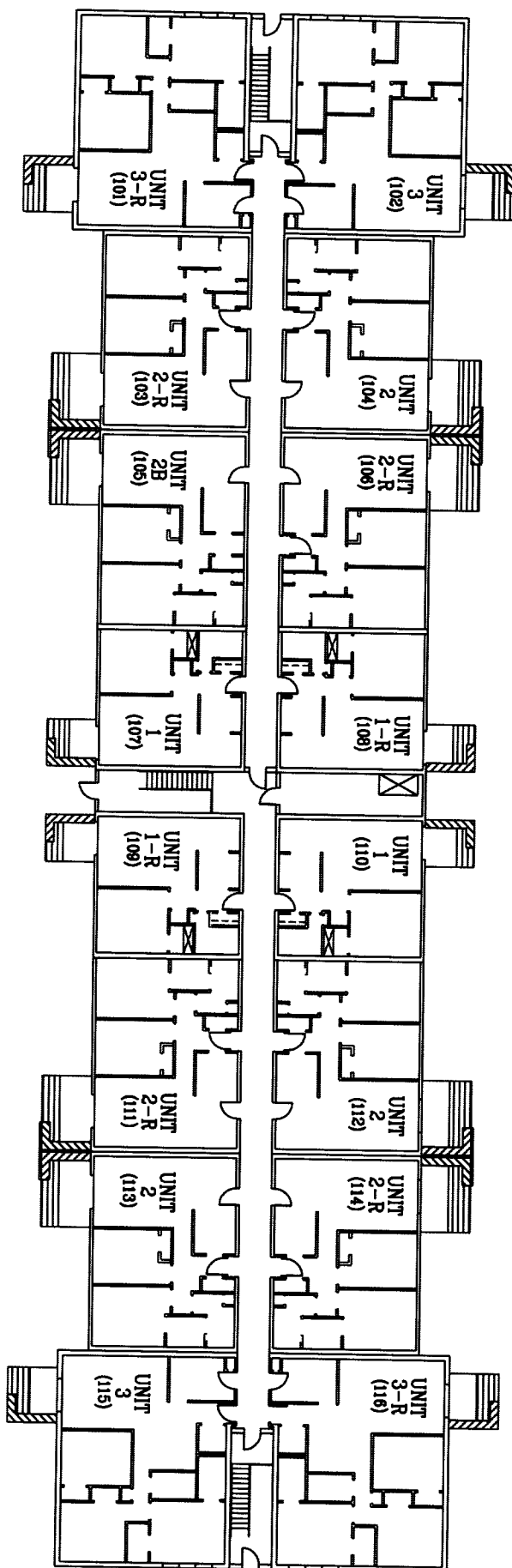


EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



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 4080 RIVERWIND POINTE DRIVE
 EVANSVILLE, INDIANA 47715
 1-800-TO-SURV

SHEET NAME:

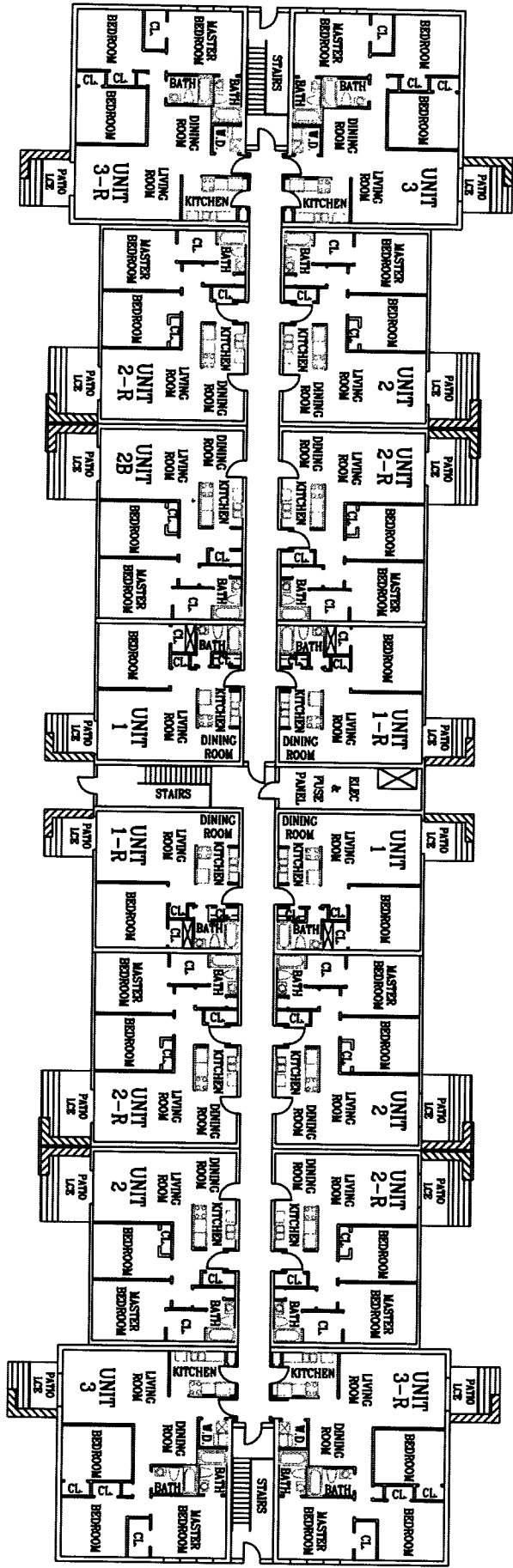
BUILDING A
 FLOOR 1
 UNIT LOCATION



SHEET 16 OF 42

JOB NUMBER:
 S536380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



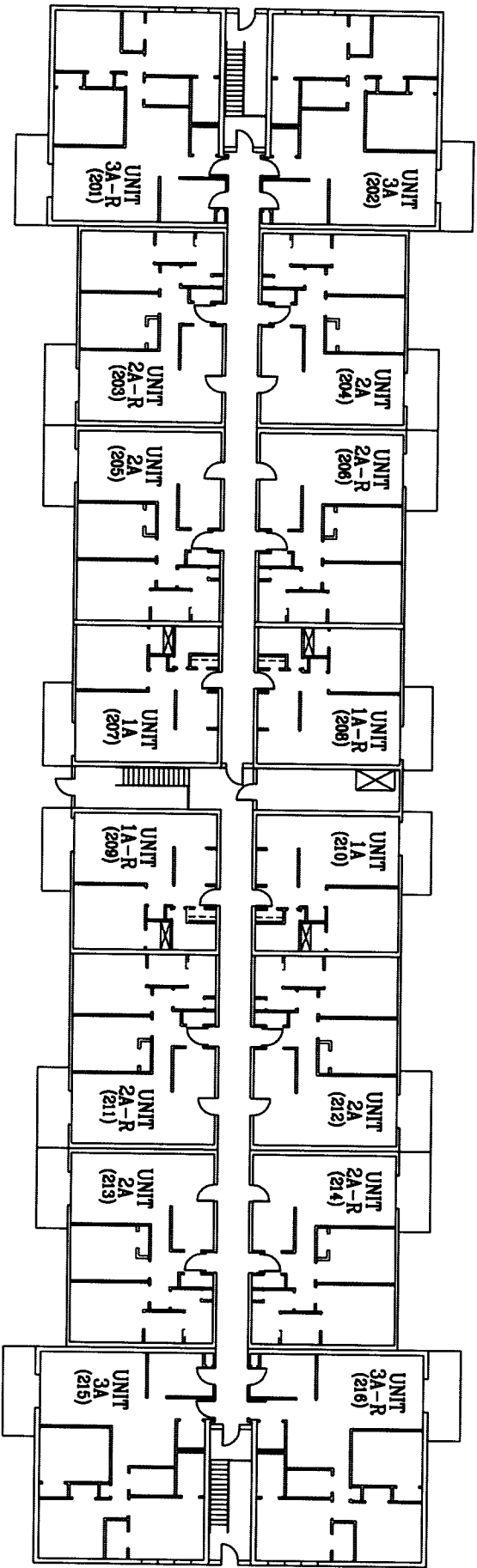
USSURVEYOR USSURVEYOR.COM

U.S. SURVEYOR
 4080 RIVERWIND POINTE DRIVE
 EVANSVILLE, INDIANA 47715
 1-800-TO-SURV

SHEET NAME:
 BUILDING A
 FLOOR 1
 FLOOR PLAN

30' 0' 30'
 SCALE: 1" = 30'
 SHEET 17 OF 42
 JOB NUMBER:
 SSS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



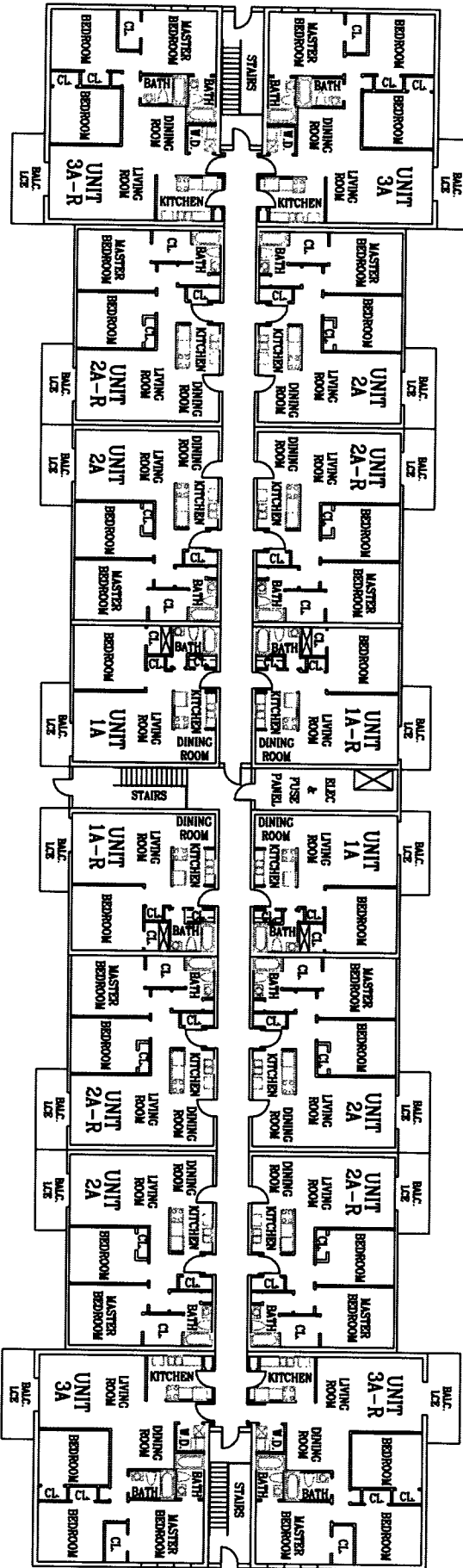
USSURVEYOR.COM

U.S. SURVEYOR
 4899 RIVERWIND POINTE DRIVE
 EVANSVILLE, INDIANA 47716
 1-800-TO-SURV

SHEET NAME:
 BUILDING A
 FLOOR 2
 UNIT LOCATION

30' 0' 30'
 SCALE: 1" = 30'
 SHEET 18 OF 42
 JOB NUMBER:
 SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



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U.S. SURVEYOR
 4080 RIVERWIND POINTE DRIVE
 EVANSVILLE, INDIANA 47716
 1-800-TO-SURV

SHEET NAME:

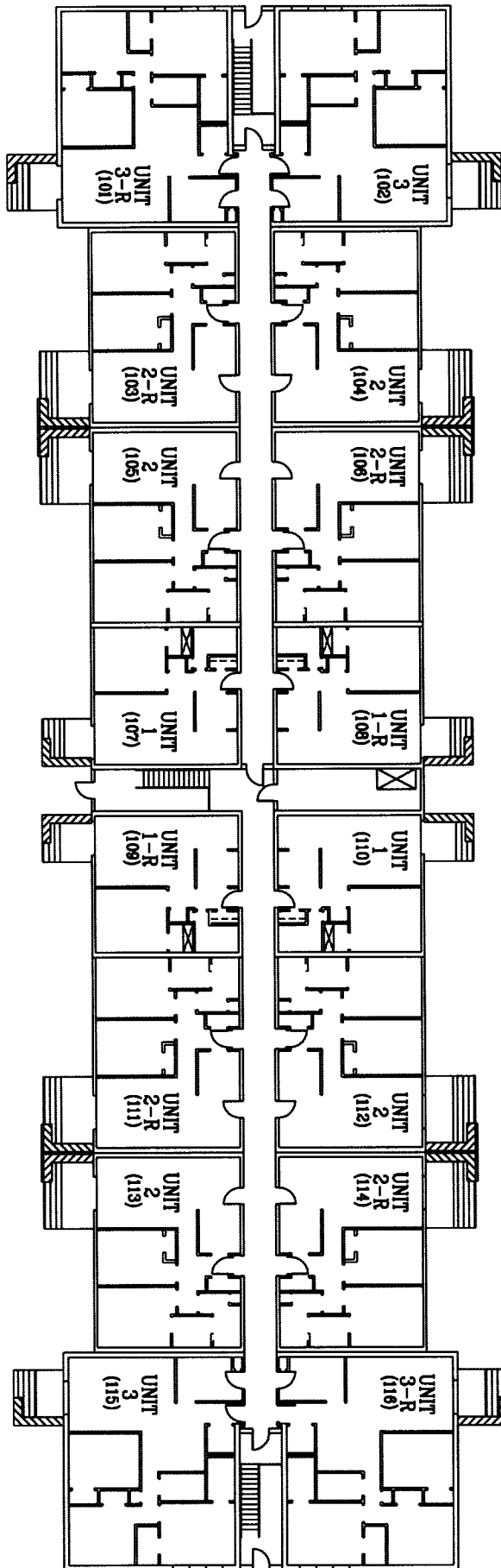
BUILDING A
 FLOOR 2
 FLOOR PLAN



SHEET 19 OF 42

JOB NUMBER:
 SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA

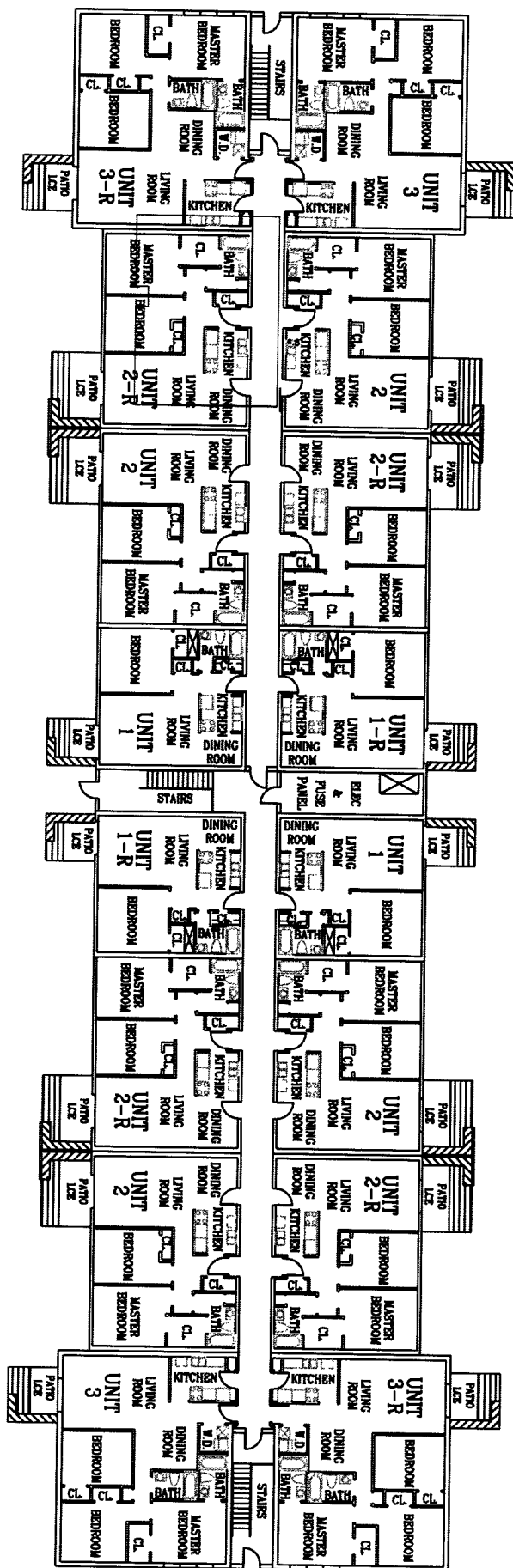


U.S. SURVEYOR
 4888 RIVERWIND POINTS DRIVE
 EVANSVILLE, INDIANA 47715
 USSURVEY@USSURVEYOR.COM
 1-800-TO-SURV

SHEET NAME:
 BUILDINGS B,C,D & E
 FLOOR 1
 UNIT LOCATION

30' 0' 30'
 SCALE: 1" = 30'
 SHEET 20 OF 42
 JOB NUMBER:
 SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



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U.S. SURVEYOR
 4888 RIVERWIND POINTE DRIVE
 EVANSVILLE, INDIANA 47718

1-800-TO-SURV

SHEET NAME:

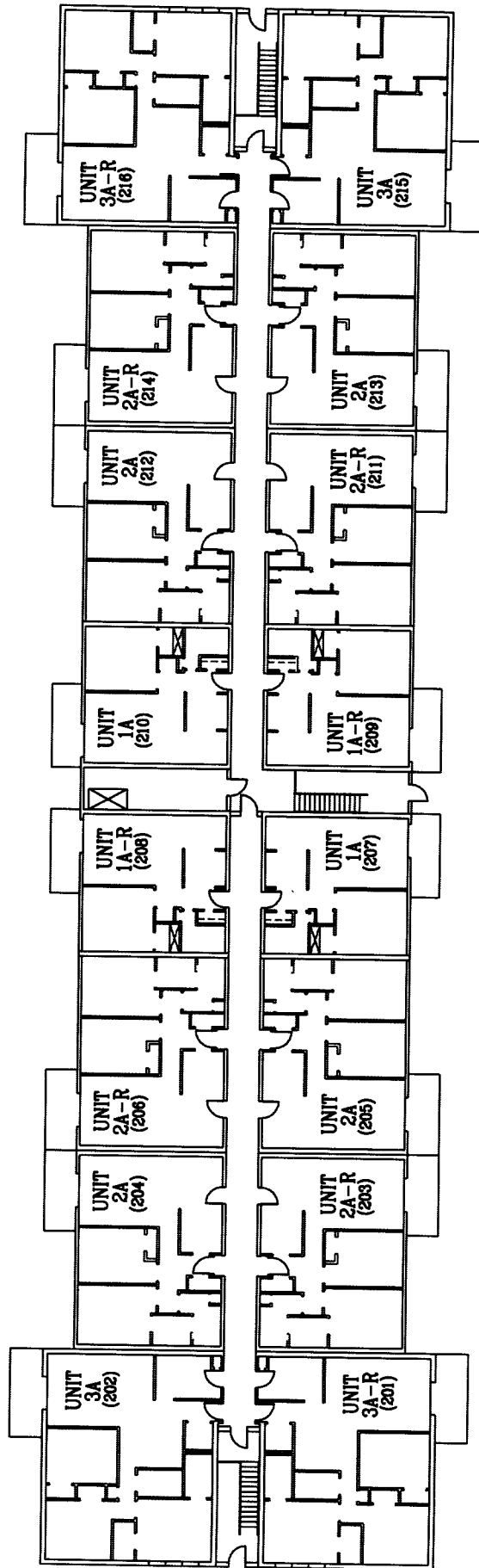
BUILDINGS B,C,D & E
 FLOOR 1
 FLOOR PLAN



SHEET 21 OF 42

JOB NUMBER:
 SSS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



SHEET NAME:
 BUILDINGS B,C,D & E
 FLOOR 2
 UNIT LOCATION

30' 0' 30'
 SCALE: 1" = 30'

JOB NUMBER:
 SS36380_14

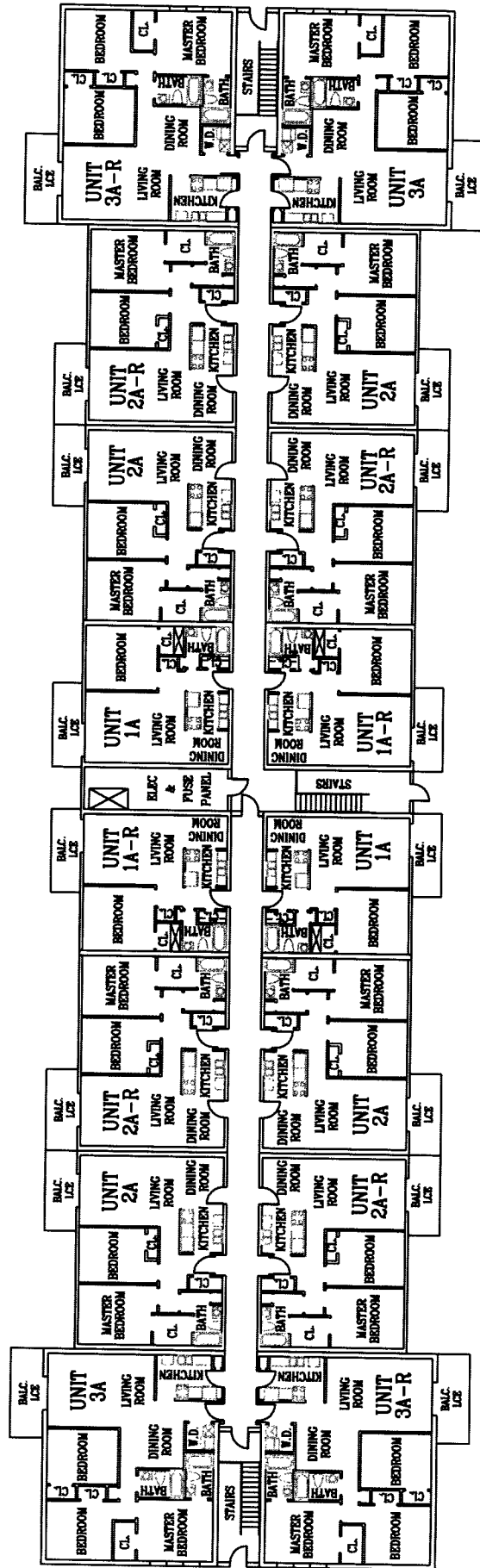
SHEET 22 OF 42

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 EVANSVILLE, INDIANA 47715

1-800-TO-SURV

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



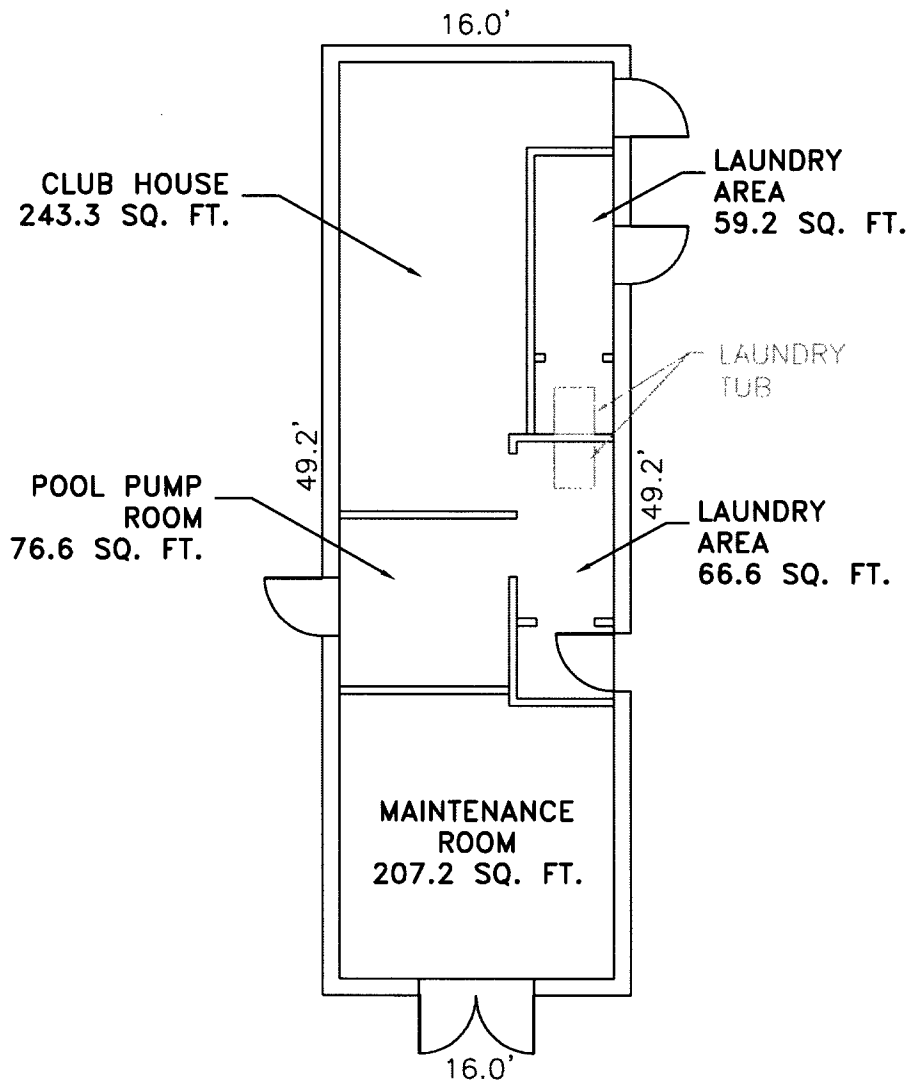
JOB NUMBER:
 SS36380_14

SHEET 23 OF 42

SHEET NAME:
 BUILDINGS B,C,D & E
 FLOOR 2
 FLOOR PLAN

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EXHIBIT "A"
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SHEET NAME:

**POOL HOUSE
 FLOOR
 PLAN**

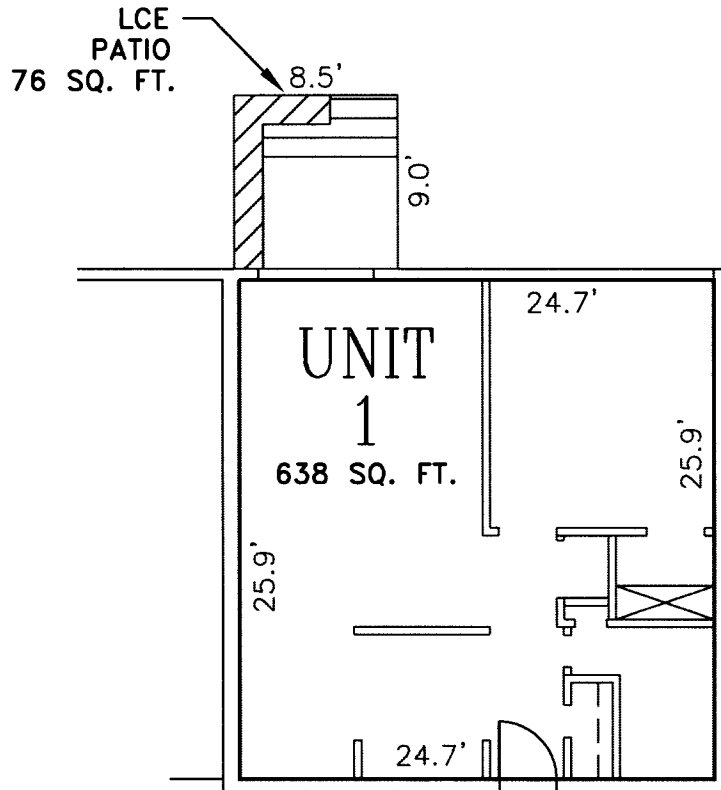
10' 0' 10'

SCALE: 1" = 10'

SHEET 24 OF 42

JOB NUMBER:
 SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

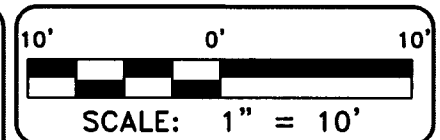
BUILDING A	-	UNIT 107, 110
BUILDING B	-	UNIT 107, 110
BUILDING C	-	UNIT 107, 110
BUILDING D	-	UNIT 107, 110
BUILDING E	-	UNIT 107, 110

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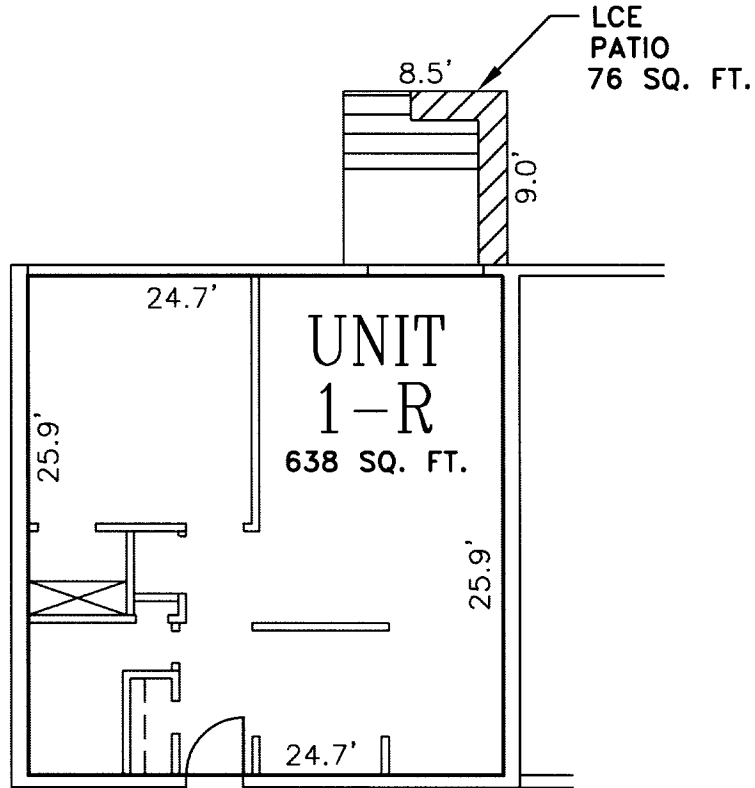
SHEET NAME:
 TYPICAL
 UNIT 1
 DETAIL



SHEET 25 OF 42

JOB NUMBER:
 SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

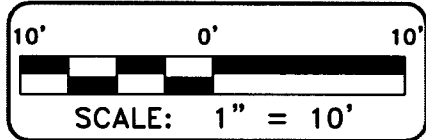
- BUILDING A - UNIT 108, 109
- BUILDING B - UNIT 108, 109
- BUILDING C - UNIT 108, 109
- BUILDING D - UNIT 108, 109
- BUILDING E - UNIT 108, 109

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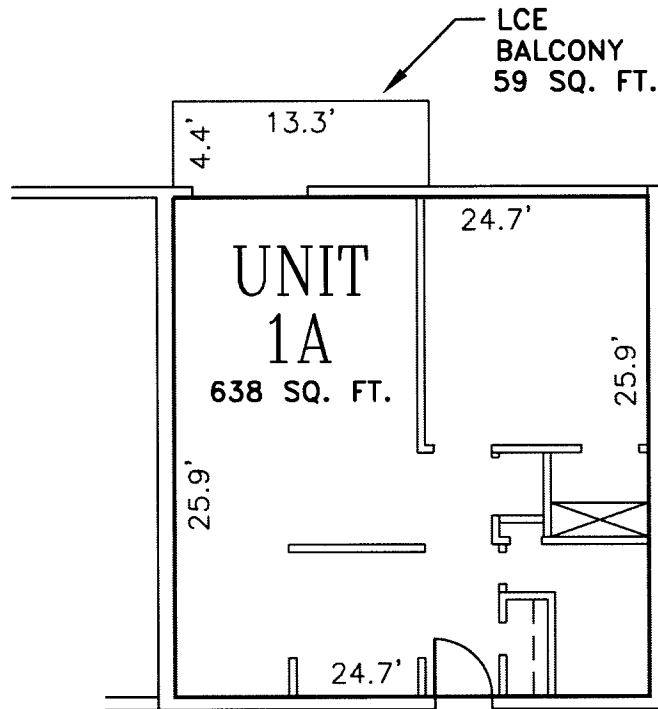
SHEET NAME:
 TYPICAL
 UNIT 1-R
 DETAIL



SHEET 26 OF 42

JOB NUMBER:
 SS36380_14

EXHIBIT "A"
WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

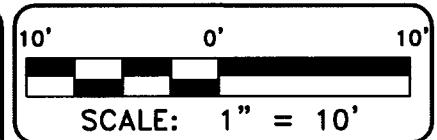
BUILDING A	-	UNIT 207, 210
BUILDING B	-	UNIT 207, 210
BUILDING C	-	UNIT 207, 210
BUILDING D	-	UNIT 207, 210
BUILDING E	-	UNIT 207, 210

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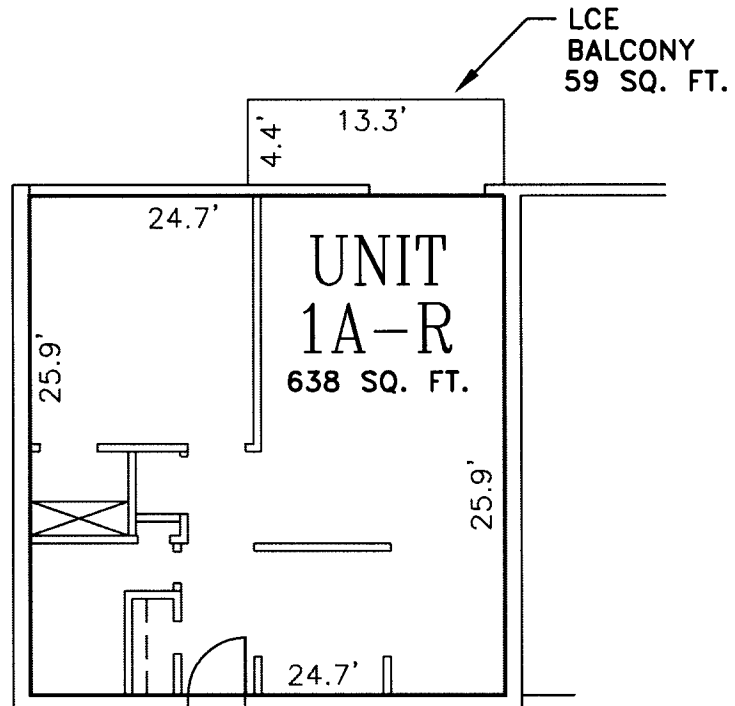
SHEET NAME:
**TYPICAL
 UNIT 1A
 DETAIL**



SHEET 27 OF 42

**JOB NUMBER:
 SS36380_14**

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

- BUILDING A - UNIT 208, 209
- BUILDING B - UNIT 208, 209
- BUILDING C - UNIT 208, 209
- BUILDING D - UNIT 208, 209
- BUILDING E - UNIT 208, 209

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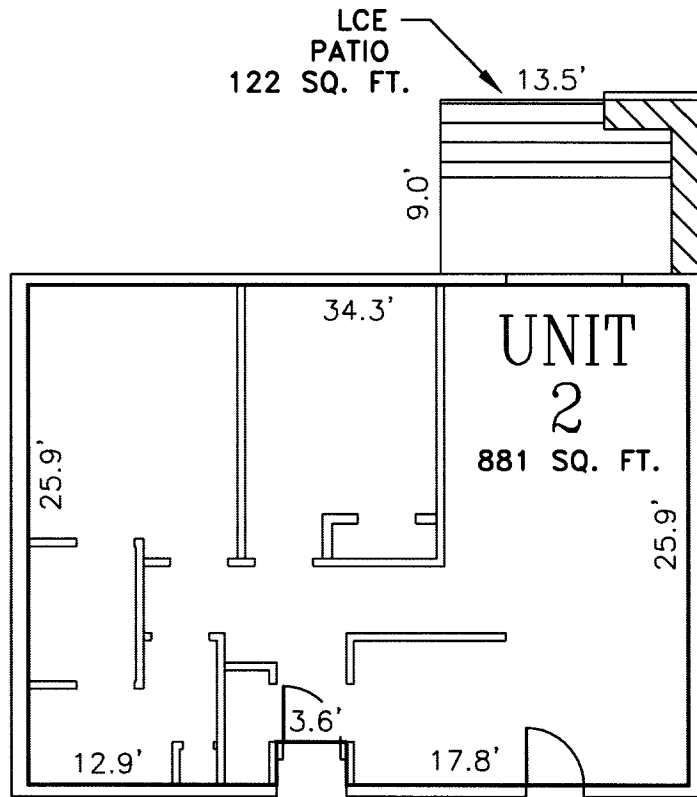
SHEET NAME:
 TYPICAL
 UNIT 1A-R
 DETAIL

SCALE: 1" = 10'

SHEET 28 OF 42

JOB NUMBER:
 SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



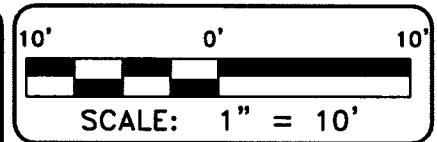
- UNIT NUMBERS**
- BUILDING A - UNIT 104, 112, 113
 - BUILDING B - UNIT 104, 105, 112, 113
 - BUILDING C - UNIT 104, 105, 112, 113
 - BUILDING D - UNIT 104, 105, 112, 113
 - BUILDING E - UNIT 104, 105, 112, 113

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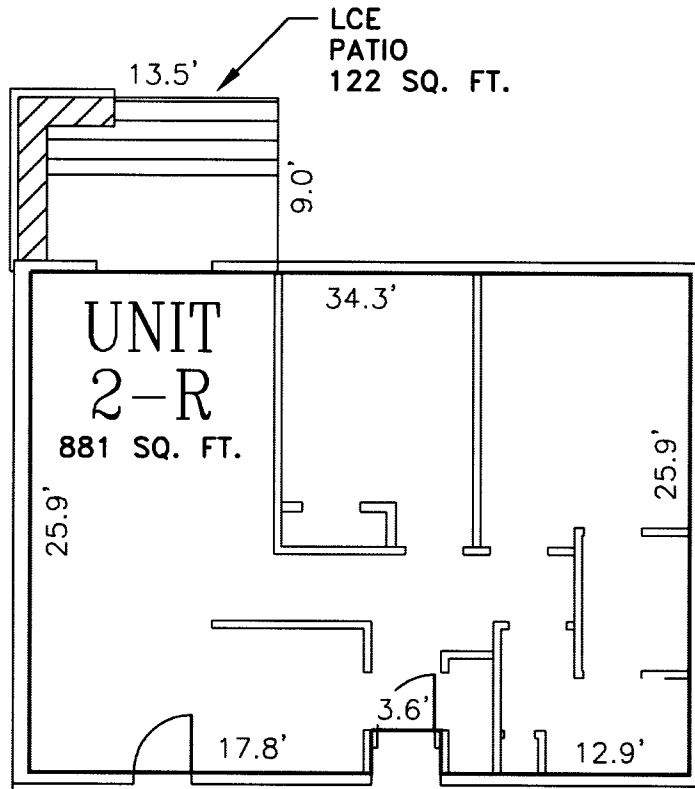
SHEET NAME:
 TYPICAL
 UNIT 2
 DETAIL



SHEET 29 OF 42

JOB NUMBER:
 SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

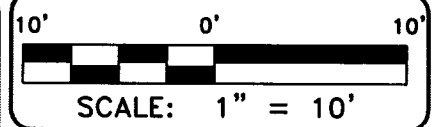
- BUILDING A - UNIT 103, 106, 111, 114
- BUILDING B - UNIT 103, 106, 111, 114
- BUILDING C - UNIT 103, 106, 111, 114
- BUILDING D - UNIT 103, 106, 111, 114
- BUILDING E - UNIT 103, 106, 111, 114

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SHEET NAME:

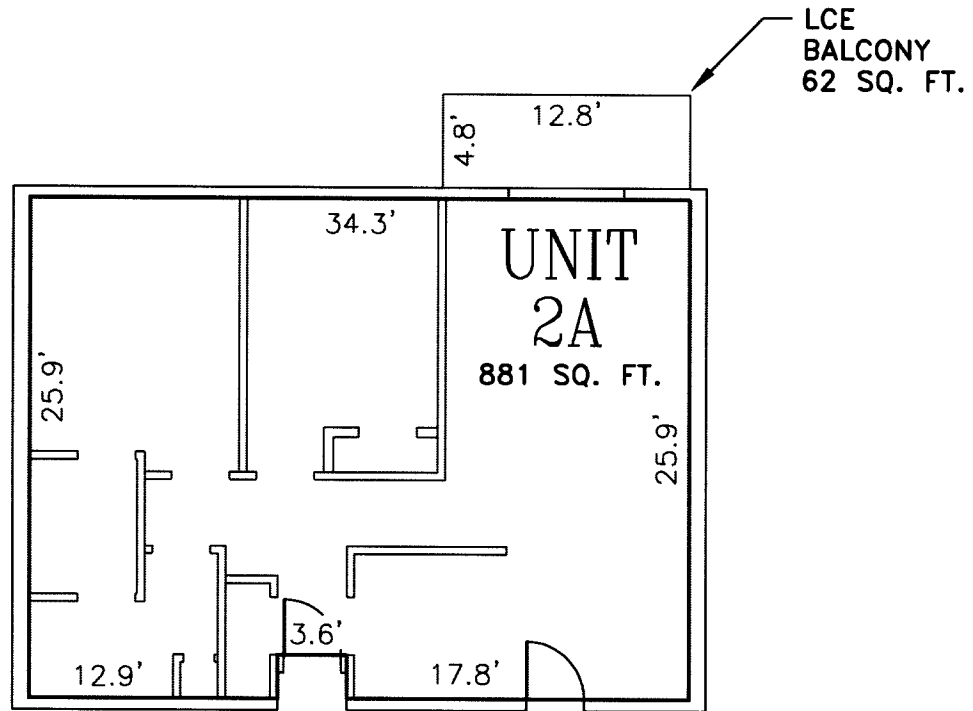
TYPICAL
 UNIT 2-R
 DETAIL



SHEET 30 OF 42

JOB NUMBER:
 SS36380_14

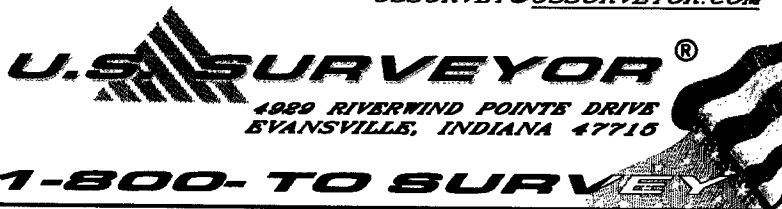
EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

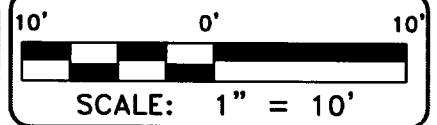
- BUILDING A - UNIT 204, 205, 212, 213
- BUILDING B - UNIT 204, 205, 212, 213
- BUILDING C - UNIT 204, 205, 212, 213
- BUILDING D - UNIT 204, 205, 212, 213
- BUILDING E - UNIT 204, 205, 212, 213

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SHEET NAME:

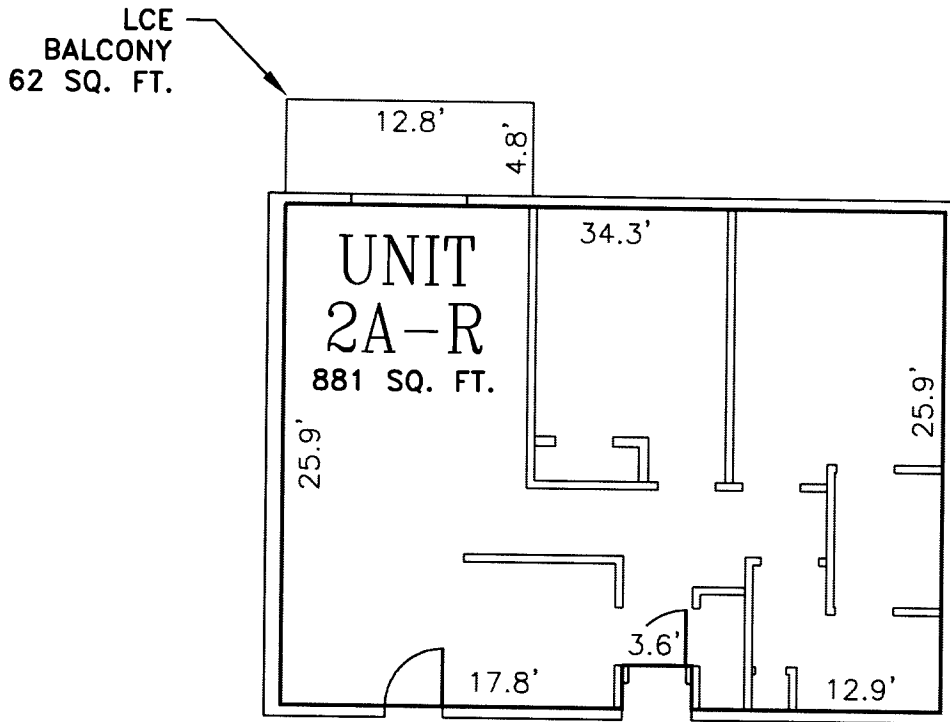
TYPICAL
 UNIT 2A
 DETAIL



SHEET 31 OF 42

JOB NUMBER:
 SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

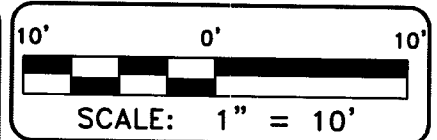
BUILDING A	-	UNIT 203, 206, 211, 214
BUILDING B	-	UNIT 203, 206, 211, 214
BUILDING C	-	UNIT 203, 206, 211, 214
BUILDING D	-	UNIT 203, 206, 211, 214
BUILDING E	-	UNIT 203, 206, 211, 214

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SHEET NAME:

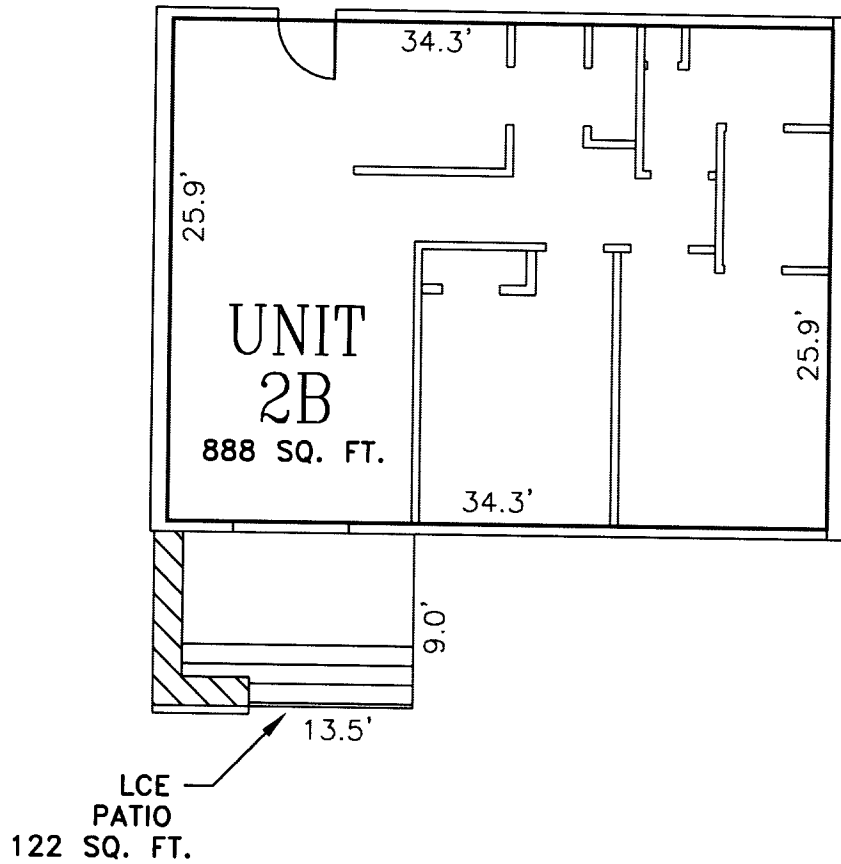
TYPICAL
 UNIT 2A-R
 DETAIL



SHEET 32 OF 42

JOB NUMBER:
 SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



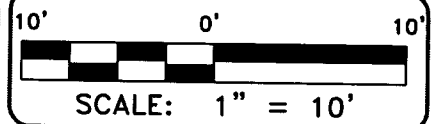
UNIT NUMBERS
 BUILDING A - UNIT 105

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SHEET NAME:

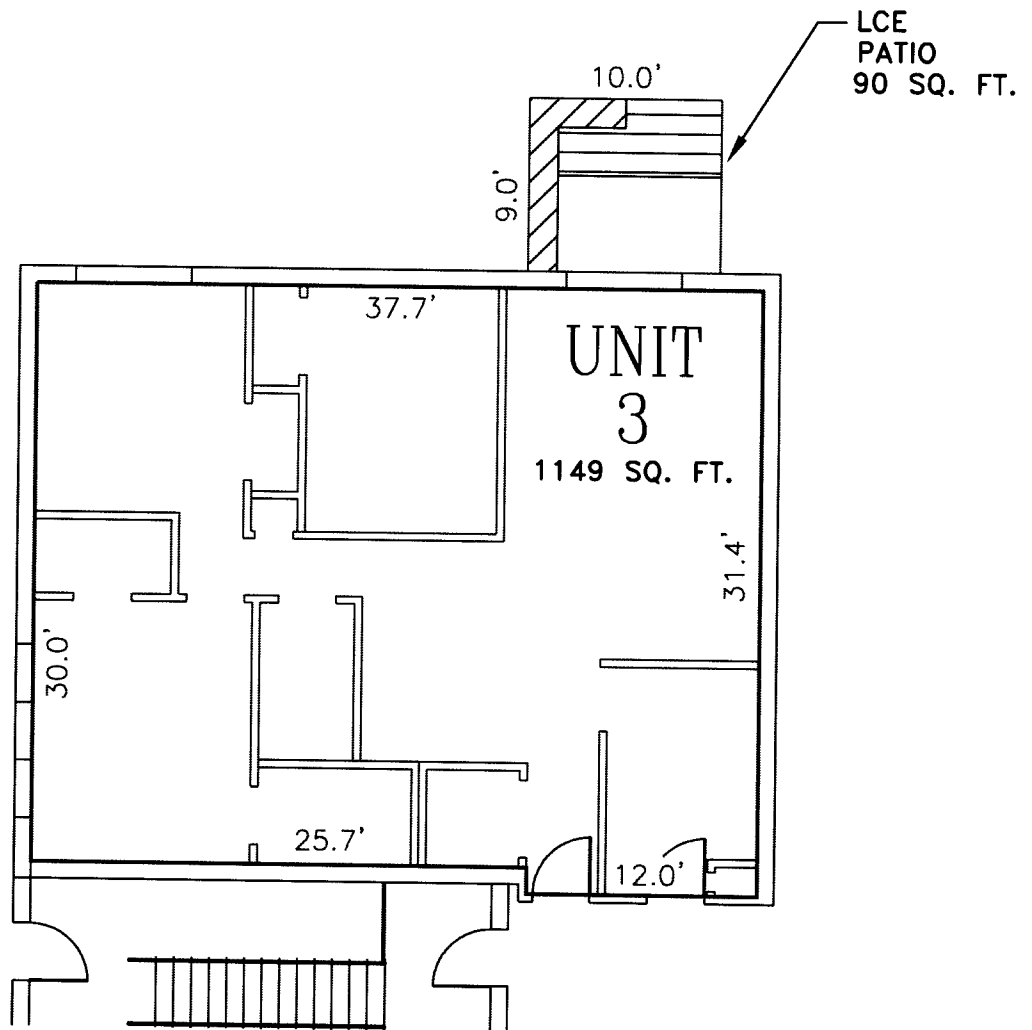
TYPICAL
 UNIT 2B
 DETAIL



SHEET 33 OF 42

JOB NUMBER:
 SS36380_14

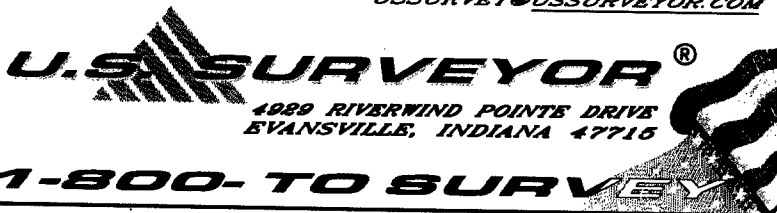
EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

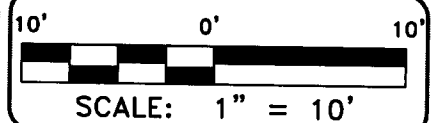
- BUILDING A - UNIT 102, 115
- BUILDING B - UNIT 102, 115
- BUILDING C - UNIT 102, 115
- BUILDING D - UNIT 102, 115
- BUILDING E - UNIT 102, 115

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SHEET NAME:

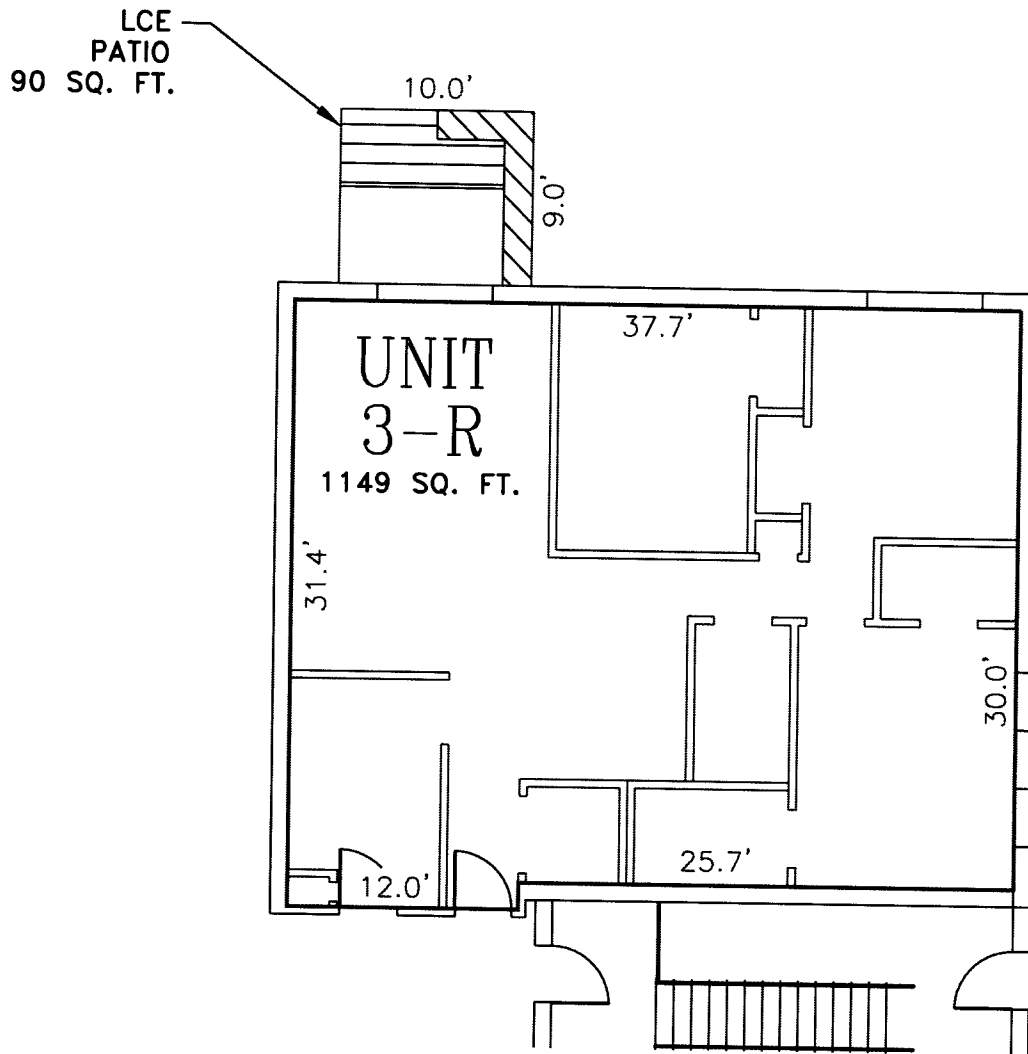
TYPICAL
 UNIT 3
 DETAIL



SHEET 34 OF 42

JOB NUMBER:
 SS36380_14

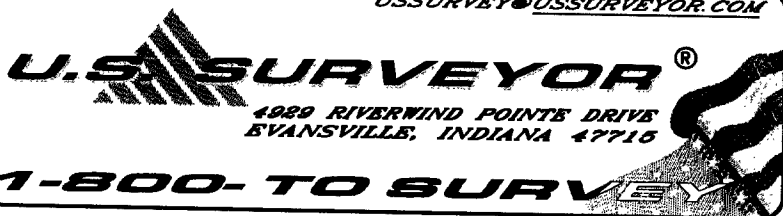
EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

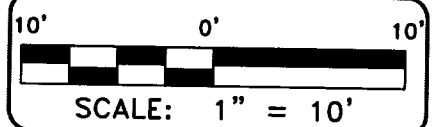
BUILDING A	-	UNIT 101, 116
BUILDING B	-	UNIT 101, 116
BUILDING C	-	UNIT 101, 116
BUILDING D	-	UNIT 101, 116
BUILDING E	-	UNIT 101, 116

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SHEET NAME:

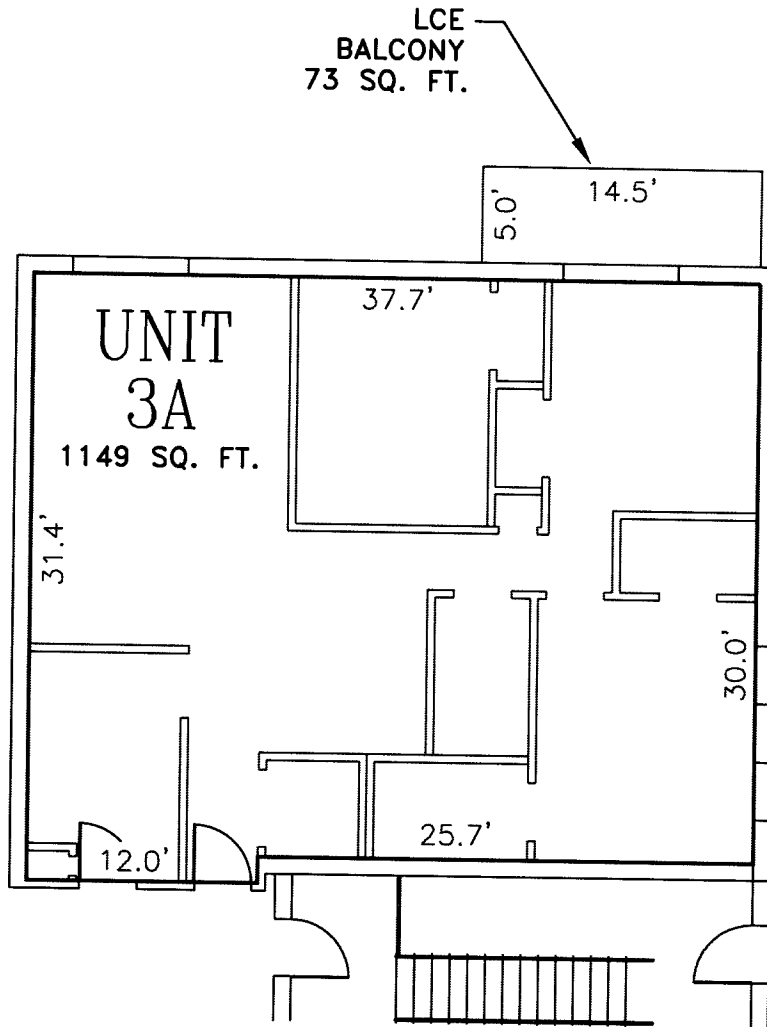
TYPICAL
 UNIT 3-R
 DETAIL



SHEET 35 OF 42

JOB NUMBER:
 SS36380_14

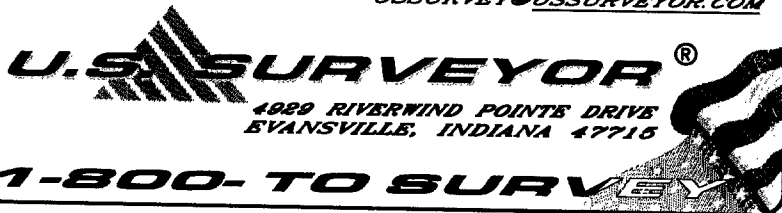
EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



UNIT NUMBERS

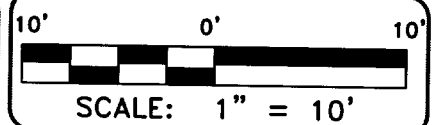
BUILDING A	-	UNIT 202, 215
BUILDING B	-	UNIT 202, 215
BUILDING C	-	UNIT 202, 215
BUILDING D	-	UNIT 202, 215
BUILDING E	-	UNIT 202, 215

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SHEET NAME:

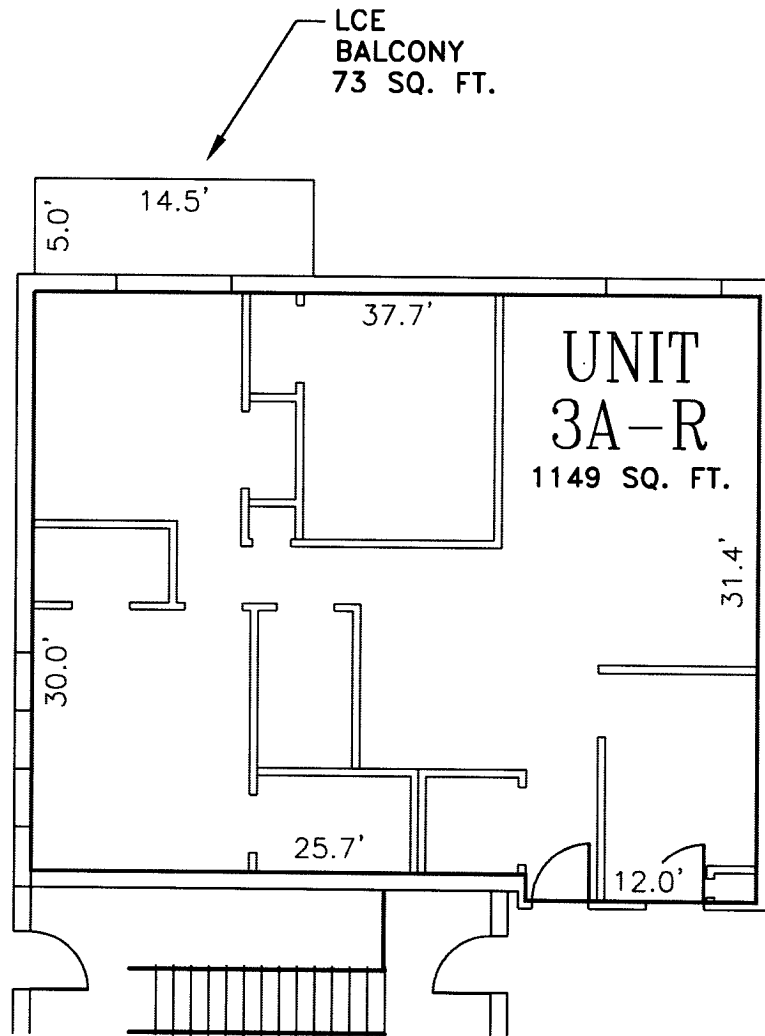
TYPICAL
 UNIT 3A
 DETAIL



SHEET 36 OF 42

JOB NUMBER:
 SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



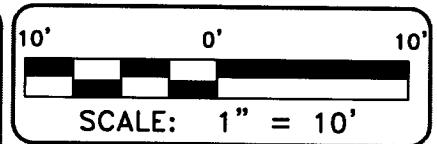
- UNIT NUMBERS**
- BUILDING A - UNIT 201, 216
 - BUILDING B - UNIT 201, 216
 - BUILDING C - UNIT 201, 216
 - BUILDING D - UNIT 201, 216
 - BUILDING E - UNIT 201, 216

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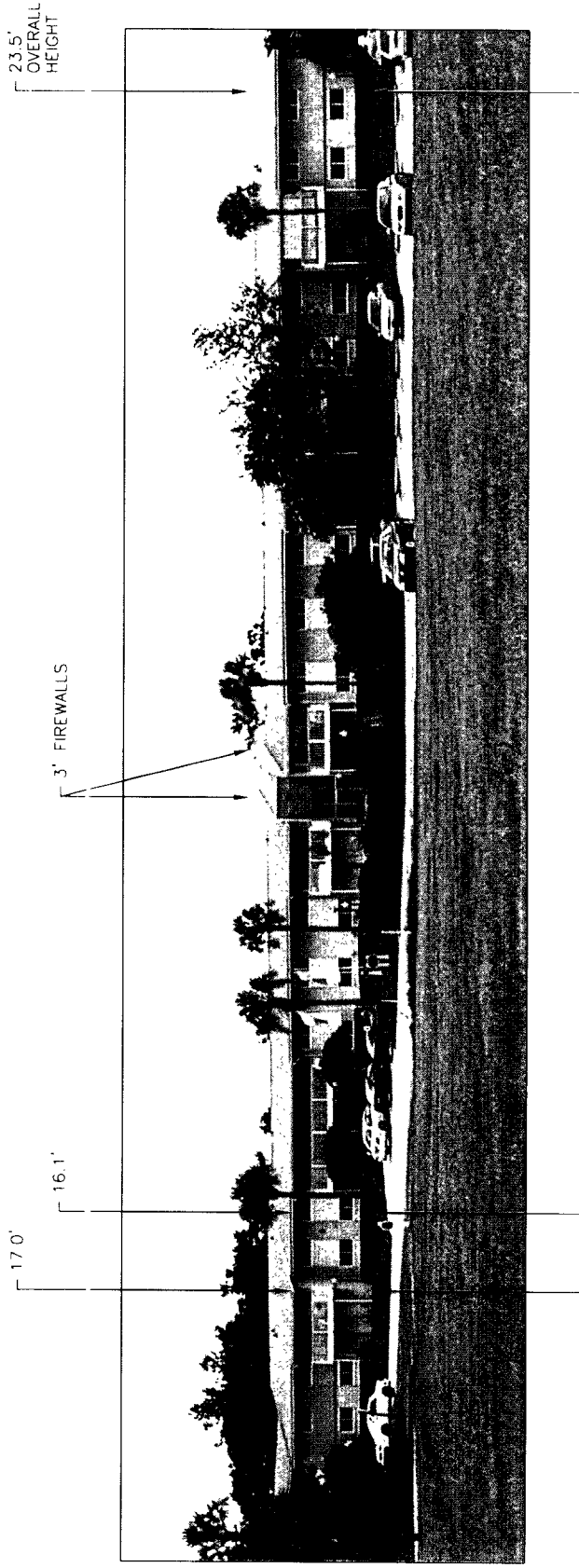
SHEET NAME:
 TYPICAL
 UNIT 3A-R
 DETAIL



SHEET 37 OF 42

JOB NUMBER:
 SS36380_14

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



NOI TO SCALE

JOB NUMBER:
SS36380_14

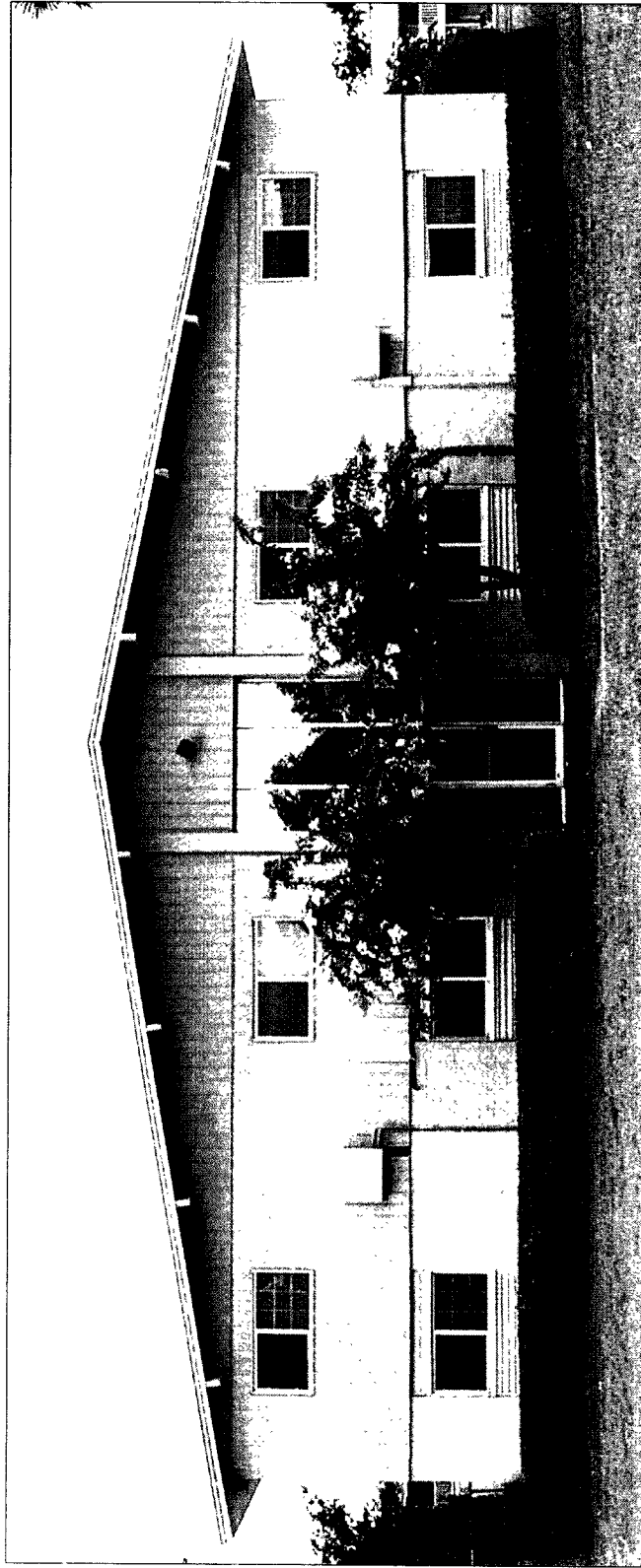
SHEET 38 OF 42

SHEET NAME:
 BUILDING
 SOUTH
 ELEVATION
 TYPICAL

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 EVANSVILLE, INDIANA 47715

1-800-TO-SURV

EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



NOT TO SCALE

JOB NUMBER:
 SS36380_14

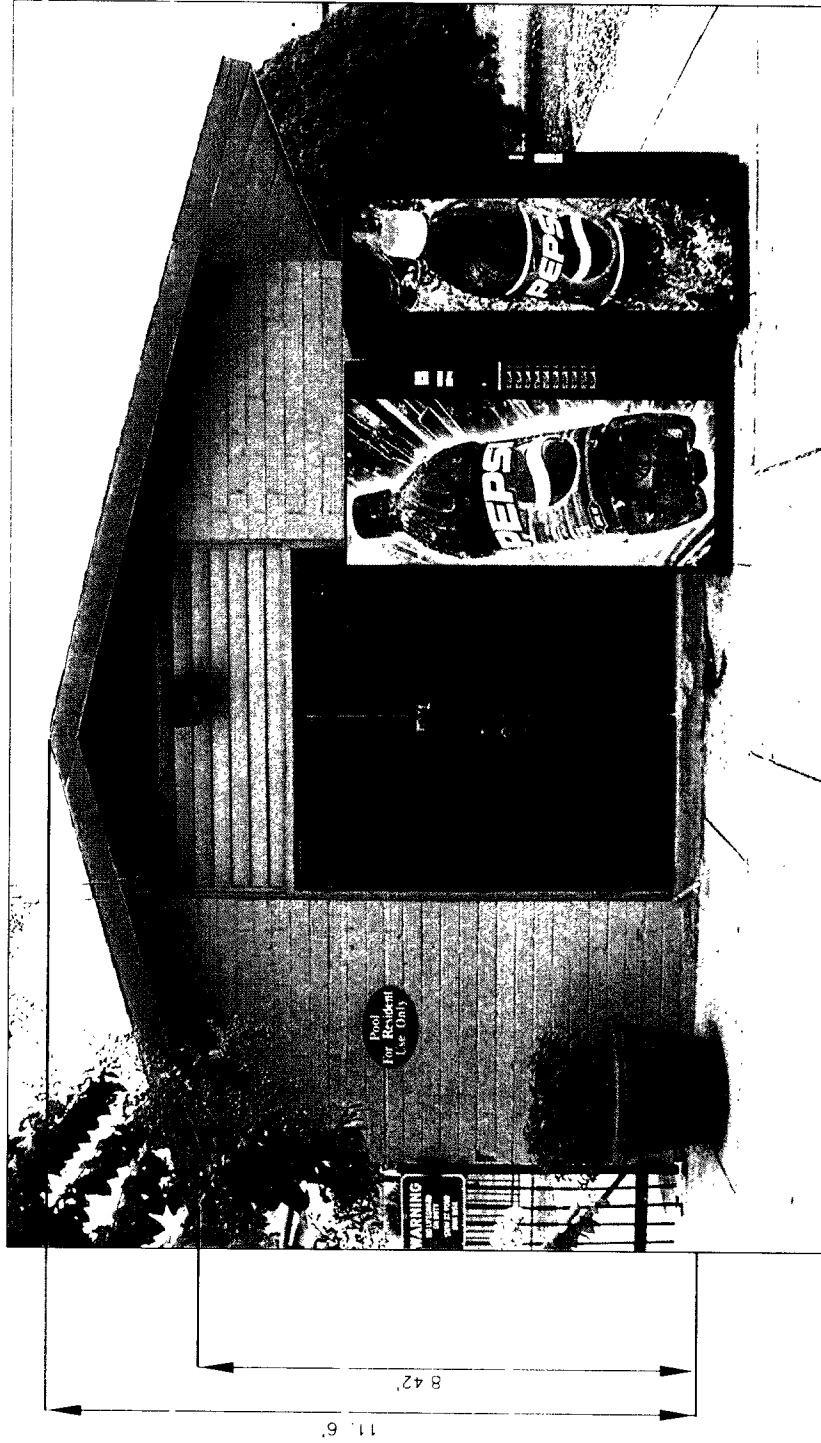
SHEET 39 OF 42

SHEET NAME:
 TYPICAL END
 ELEVATION
 BUILDINGS A, B, C,
 D & E

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EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



SHEET NAME:

POOL
 BUILDING
 NORTH
 ELEVATION

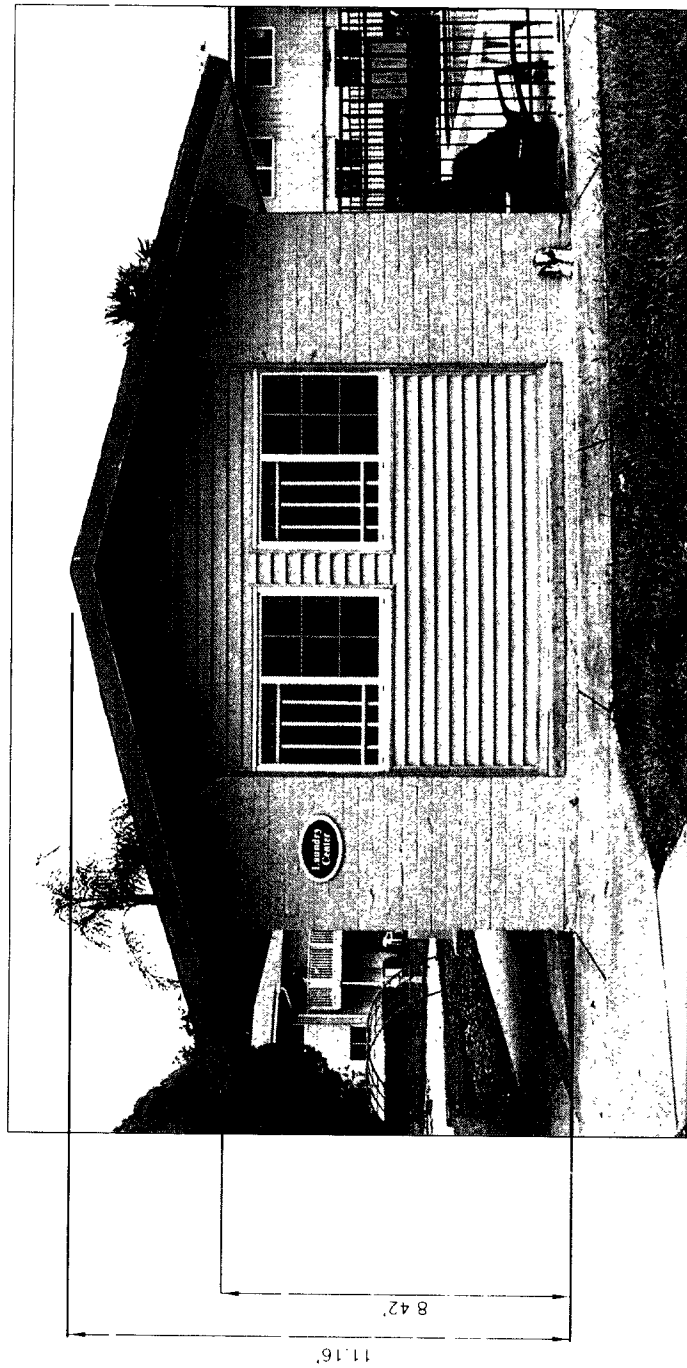
NOT TO SCALE

JOB NUMBER:
 SS36380_14

SHEET 40 OF 42

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EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



NOT TO SCALE

JOB NUMBER:
 SS36380_14

SHEET 41 OF 42

SHEET NAME:

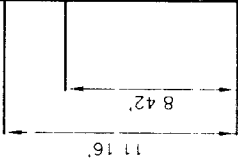
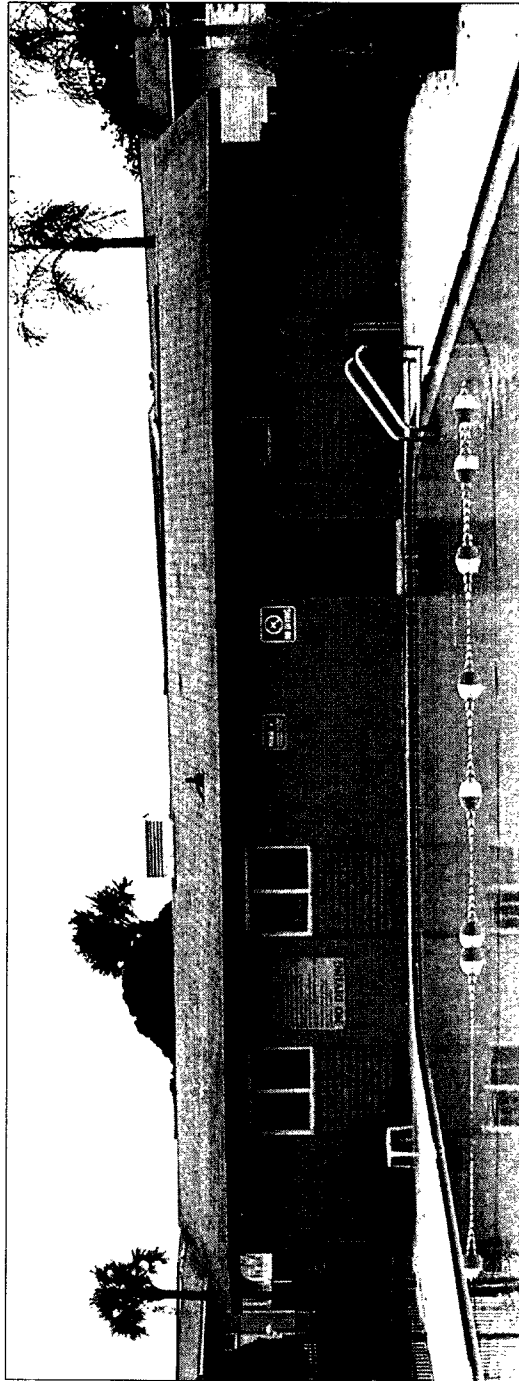
POOL
 BUILDING
 SOUTH
 ELEVATION

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EXHIBIT "A"
 WATERFALL COVE AT WINTER PARK, A CONDOMINIUM
 SECTION 1, TOWNSHIP 22 SOUTH, RANGE 29 EAST, ORANGE COUNTY, FLORIDA



NOT TO SCALE

JOB NUMBER:
SS36380_14

SHEET 42 OF 42

SHEET NAME:
 POOL
 BUILDING
 WEST
 ELEVATION

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EXHIBIT "B"

**Percentage Ownership of Common Elements
Common Surplus and Obligation for Common Expenses**

EXHIBIT B

Apartment Number	Unit Size	Ratio
A101	3x2	.008062
A102	3x2	.008062
A103	2x1	.0062307
A104	2x1	.0062307
A105	2x1	.0062307
A106	2x1	.0062307
A107	1x1	.0044765
A108	1x1	.0044765
A109	1x1	.0044765
A110	1x1	.0044765
A111	2x1	.0062307
A112	2x1	.0062307
A113	2x1	.0062307
A114	2x1	.0062307
A115	3x2	.008062
A116	3x2	.008062
A201	3x2	.008062
A202	3x2	.008062
A203	2x1	.0062307
A204	2x1	.0062307
A205	2x1	.0062307
A206	2x1	.0062307
A207	1x1	.0044765
A208	1x1	.0044765
A209	1x1	.0044765
A210	1x1	.0044765
A211	2x1	.0062307
A212	2x1	.0062307
A213	2x1	.0062307
A214	2x1	.0062307
A215	3x2	.008062
A216	3x2	.008062
B101	3x2	.008062
B102	3x2	.008062
B103	2x1	.0062307
B104	2x1	.0062307
B105	2x1	.0062307
B106	2x1	.0062307
B107	1x1	.0044765
B108	1x1	.0044765
B109	1x1	.0044765
B110	1x1	.0044765
B111	2x1	.0062307
B112	2x1	.0062307
B113	2x1	.0062307
B114	2x1	.0062307

EXHIBIT B

B115	3x2	.008062
B116	3x2	.008062
B201	3x2	.008062
B202	3x2	.008062
B203	2x1	.0062307
B204	2x1	.0062307
B205	2x1	.0062307
B206	2x1	.0062307
B207	1x1	.0044765
B208	1x1	.0044765
B209	1x1	.0044765
B210	1x1	.0044765
B211	2x1	.0062307
B212	2x1	.0062307
B213	2x1	.0062307
B214	2x1	.0062307
B215	3x2	.008062
B216	3x2	.008062

C101	3x2	.008062
C102	3x2	.008062
C103	2x1	.0062307
C104	2x1	.0062307
C105	2x1	.0062307
C106	2x1	.0062307
C107	1x1	.0044765
C108	1x1	.0044765
C109	1x1	.0044765
C110	1x1	.0044765
C111	2x1	.0062307
C112	2x1	.0062307
C113	2x1	.0062307
C114	2x1	.0062307
C115	3x2	.008062
C116	3x2	.008062
C201	3x2	.008062
C202	3x2	.008062
C203	2x1	.0062307
C204	2x1	.0062307
C205	2x1	.0062307
C206	2x1	.0062307
C207	1x1	.0044765
C208	1x1	.0044765
C209	1x1	.0044765
C210	1x1	.0044765
C211	2x1	.0062307
C212	2x1	.0062307
C213	2x1	.0062307
C214	2x1	.0062307
C215	3x2	.008062
C216	3x2	.008062

EXHIBIT B

D101	3x2	.008062
D102	3x2	.008062
D103	2x1	.0062307
D104	2x1	.0062307
D105	2x1	.0062307
D106	2x1	.0062307
D107	1x1	.0044765
D108	1x1	.0044765
D109	1x1	.0044765
D110	1x1	.0044765
D111	2x1	.0062307
D112	2x1	.0062307
D113	2x1	.0062307
D114	2x1	.0062307
D115	3x2	.008062
D116	3x2	.008062
D201	3x2	.008062
D202	3x2	.008062
D203	2x1	.0062307
D204	2x1	.0062307
D205	2x1	.0062307
D206	2x1	.0062307
D207	1x1	.0044765
D208	1x1	.0044765
D209	1x1	.0044765
D210	1x1	.0044765
D211	2x1	.0062307
D212	2x1	.0062307
D213	2x1	.0062307
D214	2x1	.0062307
D215	3x2	.008062
D216	3x2	.008062

E101	3x2	.008062
E102	3x2	.008062
E103	2x1	.0062307
E104	2x1	.0062307
E105	2x1	.0062307
E106	2x1	.0062307
E107	1x1	.0044765
E108	1x1	.0044765
E109	1x1	.0044765
E110	1x1	.0044765
E111	2x1	.0062307
E112	2x1	.0062307
E113	2x1	.0062307
E114	2x1	.0062307
E115	3x2	.008062
E116	3x2	.008062
E201	3x2	.008062

EXHIBIT B

E202	3x2	.008062
E203	2x1	.0062307
E204	2x1	.0062307
E205	2x1	.0062307
E206	2x1	.0062307
E207	1x1	.0044765
E208	1x1	.0044765
E209	1x1	.0044765
E210	1x1	.0044765
E211	2x1	.0062307
E212	2x1	.0062307
E213	2x1	.0062307
E214	2x1	.0062307
E215	3x2	.008062
E216	3x2	.008062

EXHIBIT C**State of Florida****Department of State**

I certify from the records of this office that WATERFALL COVE AT WINTER PARK CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on February 23, 2006.

The document number of this corporation is N06000002055.

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

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

I further certify that this is an electronically transmitted certificate authorized by section 15.16, Florida Statutes, and authenticated by the code, 906A00013232-022406-N06000002055-1/1, noted below.

Authentication Code: 906A00013232-022406-N06000002055-1/1

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twenty-fourth day of February, 2006



Sue M. Cobb
Sue M. Cobb
Secretary of State



February 24, 2006

FLORIDA DEPARTMENT OF STATE
Division of Corporations

WATERFALL COVE AT WINTER PARK CONDOMINIUM ASSOCIATION,
1695 LEE RD APT A106
WINTER PK, FL 32789

The Articles of Incorporation for WATERFALL COVE AT WINTER PARK CONDOMINIUM ASSOCIATION, INC. were filed on February 23, 2006, and assigned document number N06000002055. 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 H06000049538.

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

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

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

Cynthia Blalock
Document Specialist
New Filings Section
Division of Corporations

Letter Number: 906A00013232

P.O BOX 6327 - Tallahassee, Florida 32314

ARTICLES OF INCORPORATION

OF

WATERFALL COVE AT WINTER PARK CONDOMINIUM ASSOCIATION, INC.

The undersigned do hereby associate themselves for the purpose of forming a corporation not for profit as allowed by Section 718 and Section 617 of the Florida Statutes. Pursuant to the provisions and laws of the State of Florida, we certify as follows:

1. NAME

The name of the corporation shall be WATERFALL COVE AT WINTER PARK CONDOMINIUM ASSOCIATION, INC., hereinafter referred to as the "Association", with its principal registered office located at 1695 Lee Road, Apartment A106, Winter Park, Florida 32789. The Board of Directors may, from time to time, move the principal office to any other address in Florida.

2. PURPOSE

The purpose for which the Association is organized is to provide an entity pursuant to Chapter 718, Florida Statutes 2005, hereinafter called the "Condominium Act", for the operation of WATERFALL COVE AT WINTER PARK CONDOMINIUM, (the "Condominium") to be created pursuant to the provisions of its Declaration of Condominium and the Condominium Act.

3. POWERS

The powers of the Association shall include and be governed by the following provisions:

3.1 The Association shall have all of the common law and statutory powers of a corporation not for profit not in conflict with the terms of these Articles of Incorporation or the Condominium Act.

3.2 The Association shall have all of the powers and duties set forth in the Condominium Act, these Articles of Incorporation and the Declaration of Condominium and its attendant documents, and all of the powers and duties reasonably necessary for operation of the Condominium. In the event of a conflict between the powers of the Association as is set forth in these Articles of Incorporation, the Bylaws, or the Declaration of Condominium and the Condominium Act, the Condominium Act shall prevail.

3.3 All funds and the titles to all properties acquired by the Association, and their proceeds, shall be held in trust for the members in accordance with the provisions of the Declaration of Condominium, these Articles of Incorporation, and the Bylaws of the Association, and the costs, expenses, maintenance, care and upkeep of such properties for the benefit of the members shall be considered common expenses of the Condominium.

3.4 The powers of the Association shall be subject to and shall be exercised in accordance with the provisions of the Declaration of Condominium and the Bylaws.

3.5 The Association shall have the power and authority to levy, charge, assess and collect fees, charges and assessments from the Unit Owners as allowed by the Declaration of Condominium.

Prepared by:
Roger A. Larson, Esq.
911 Chestnut Street
Clearwater, Florida 33756
Bar# 108435
Phone: 727-461-1818

3.6 Notwithstanding anything herein to the contrary, the corporation shall exercise only such powers as are in furtherance of the exempt purposes of organizations set forth in Section 528 (c) (1) of the Internal Revenue Code and its regulations as the same now exist or as they may be hereinafter amended from time to time.

3.7 The corporation shall have no power to declare dividends, and no part of its net earnings shall inure to the benefit of any member or director of the corporation or to any other private individual. The corporation shall have no power or authority to engage in activities which consist of carrying on propaganda or otherwise attempting to influence legislation or to participate in, or intervene in, any political campaign on behalf of any candidate for public office.

3.8 The corporation shall have no capital stock.

3.9 This Section shall not be construed to give the Association any powers not authorized by the Condominium Act.

3.10 The Association shall have the power to operate, maintain and manage the Surface Water Management System(s) in a manner consistent with the Southwest Florida Water Management District (the "District") requirements and applicable District rules, and shall have the power to assist in the enforcement of the Declaration of Condominium which relate to the Surface Water Management System.

3.11 The Association shall have the power to levy and collect adequate assessments against members of the Association for the costs of maintenance and operation of the Surface Water Management System.

3.12 In the event the declared lands have on site wetland mitigation as defined in the regulations which requires monitoring and maintenance, the Association shall include in its budget an appropriate allocation of funds for monitoring and maintenance of the wetland mitigation area(s) each year until the District determines that the area(s) is successful in accordance with the Environmental Resource Permit.

3.13 The purpose of the Association shall be to operate, maintain and repair the Common Elements, and any improvements thereon, including, but not limited to any Surface Water Management System ("SWMS") defined as, including, but not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas, and/or related appurtenances which may be located within the declared lands.

4. MEMBERSHIP

4.1 The members of the Association shall consist of all of the record Owners of Units in the Condominium which have adopted these Articles, hereinafter referred to as "Units", and after termination of the Condominium shall consist of those who are members at the time of such termination, and their successors and assigns.

4.2 Membership shall be acquired by recording in the Public Records of the County within which the Condominium is situate, a deed or other instrument establishing record title to a Unit in the Condominium, the Owner designated by such instrument thus becoming a member of the Association, and the membership of the prior Owner being thereby terminated, provided, however, any party who owns more than one Unit shall remain a member of the Association so long as he shall retain title to or a fee ownership interest in any Unit.

4.3 The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his Unit.

4.4 On all matters upon which the member shall be entitled to vote, there shall be one vote for each Unit, which vote may be exercised or cast in such manner as may be provided in the Bylaws of the Association. Any person or entity owning more than one Unit shall be entitled to one vote for each Unit owned.

4.5 The Developer shall be a member of the Association and shall be allowed one vote for each Unit owned by the Developer.

5. EXISTENCE

The Corporation shall have perpetual existence.

In the event of termination, dissolution or final liquidation of the Association, the responsibility for the operation and maintenance of the Surface Water Management System must be transferred to and accepted by an entity that would comply with Section 40C-42.027, F.A.C., and be approved by the Southwest Florida Water Management District prior to such termination, dissolution or liquidation.

6. SUBSCRIBERS

The name and addresses of the subscribers to these Articles of Incorporation is:

Roger A. Larson
911 Chestnut Street
Clearwater, Florida 33756

7. OFFICERS

The affairs of the Association shall be administered by a President, a Vice President, a Secretary/Treasurer, and such other officers as the Board of Directors may from time to time designate. Any person may hold two offices, excepting that the same person shall not hold the office of President and Secretary. Officers of the Association shall be those set forth herein or elected by the Board of Directors at its first meeting following the annual meeting of the members of the Association, and shall serve at the pleasure of the Board of Directors. The names and addresses of the officers who shall serve, until their successors are designated by the Board of Directors are as follows:

Todd R. Palmer
5821 Silver Moon Avenue
Tampa, Florida 33625

Keri D. Palmer
5821 Silver Moon Avenue
Tampa, Florida 33625

Peter Gaeckle
206 Miracia Drive
Aptos, CA 95003

8. DIRECTORS

8.1 The affairs of the Association shall be managed by a Board of Directors who, until the turnover of the Association to unit owners other than the Developer need not be members of the Association. The membership of the Board shall consist of not less than three (3) Directors until the control of the Association is transferred to the Unit Owners other than the Developer pursuant to Florida Statute 718.301. Thereafter, the Board shall consist of not

less than five (5) Directors, all of whom shall be members. Provided, however, that the Board shall always consist of an odd number of Directors.

8.2 Directors of the Association shall be elected at the annual meeting of the members in the manner provided by the Bylaws. Directors may be removed and vacancies on the Board shall be filled in the manner provided by the Bylaws.

8.3 The Directors named in these Articles shall serve until the first election of Directors, and any vacancies in office occurring before the first election shall be filled by the remaining Directors and/or the Developer. The first election of Directors shall not be held until the Developer, as defined in the Declaration of Condominium, is required by law to elect directors in accordance with Florida Statute 718.301. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect not less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 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 administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, 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 member of the board of administration.

8.4 The names and addresses of the members of the first Board of Directors who shall hold office until their successors are elected and have qualified, or until removed, are as follows:

Todd R. Palmer
5821 Silver Moon Avenue
Tampa, Florida 33625

Keri D. Palmer
5821 Silver Moon Avenue
Tampa, Florida 33625

Peter Gaeckle
206 Miracia Drive
Aptos, CA 95003

9. INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities including attorneys' fees, reasonably incurred by or imposed upon him or her in connection with any proceedings or the settlement of any proceeding to which he or she may be a party, or in which he or she may become involved by reason of his being or having been a Director or Officer of the Association, whether or not he or she is a Director or Officer at the time such expenses are incurred, except when the Director or Officer is adjudged guilty of willful misfeasance, malfeasance, or nonfeasance, or found to have breached his or her fiduciary duty, in the performance of his duties. The foregoing right of indemnification shall be in addition to and exclusive of all other rights and remedies to which such Director or Officer may be entitled.

10. BYLAWS

The Bylaws of the Association shall be adopted by the Board of Directors and may be altered, amended or rescinded in the manner provided therein.

11. AMENDMENT

These Articles of Incorporation shall be amended in the following manner:

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

11.2 A resolution for the adoption of a proposed amendment may be proposed by the Board of Directors of the Association or by the members of the Association. A member may propose such an amendment by instrument in writing directed to any member of the Board of Directors signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided, the President, or in the event of his refusal or failure to act, the Board of Directors, shall call a meeting of the membership to be held not sooner than fifteen (15) days nor later than sixty (60) days thereafter for the purpose of considering said amendment. Directors and members not present in person at the meeting considering the amendment may express their approval or disapproval in writing provided such approval is delivered to the Secretary at or prior to the meeting and such writing is not used to establish a quorum or counted as a vote. Except as provided herein, such approval must be either by:

(a) Not less than sixty-six and two-thirds percent (66-2/3%) of the votes of the entire membership of the Association.

11.3 Provided, however, that no amendment shall make any changes in the qualifications for membership nor the voting rights of the members, nor any change in Paragraph 3.3, without approval in writing by all members and the joinder of all record Owners of mortgages on the Condominium Units. No amendment shall be made that is in conflict with the Condominium Act or the Declaration of Condominium. No amendment shall be made without the written approval of the Developer if such amendment shall cause an assessment of the Developer

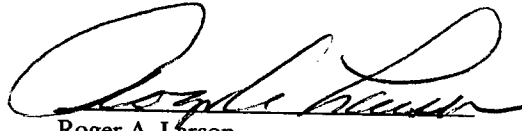
as a Unit Owner for capital improvements, constitute an action that would be detrimental to the sales of Units by the Developer or any other such action which would inhibit, impair, or otherwise preclude the rights reserved to the Developer by way of the Declaration of Condominium.

11.4 A copy of each amendment shall be filed with the Secretary of State, pursuant to the provisions of the applicable Florida Statutes, and a copy certified by the Secretary of State shall be recorded in the Public Records of the County where the condominium is located.

12. REGISTERED AGENT

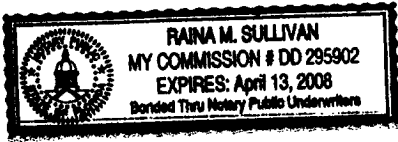
The corporation hereby appoints Roger A. Larson located at 911 Chestnut Street, Clearwater, Florida 33756, as its Registered Agent to accept service of process within this state.

IN WITNESS WHEREOF, the Subscribers have affixed their signatures hereto this 23 day of February, 2006


Roger A. Larson

STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this day 23rd of February, 2006, by Roger A. Larson, as Subscriber.



Raina M. Sullivan
Print: Raina M. Sullivan
NOTARY PUBLIC

My Commission Expires:

Personally known OR produced identification _____
Type of identification produced: Driver's License _____ OR Other: _____

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process of the above stated corporation at the place designated in this certificate, pursuant to Chapter 48.091 and Chapter 617.0501 of the Florida Statutes, I hereby acknowledge that I am familiar with and accept the obligations of the position of registered agent.

By: *Roger A. Larson*
Roger A. Larson Registered Agent

#351547 v1 - WaterfallCoveatWinterParkArticles

EXHIBIT D

BYLAWS

OF

WATERFALL COVE AT WINTER PARK CONDOMINIUM ASSOCIATION, INC.

1. IDENTITY

These are the Bylaws of WATERFALL COVE AT WINTER PARK CONDOMINIUM ASSOCIATION, INC., hereinafter called the "Association", a corporation not for profit under the laws of the State of Florida. These Bylaws are adopted for the purpose of governing the Association and incorporate by reference the terms and conditions of the Articles of Incorporation of the Association and of the Declaration of Condominium referred to therein.

1.1 The Office of the Association shall be at 1695 Lee Road, Winter Park, Florida 32789.

1.2 The Fiscal Year of the Association shall be a calendar year, provided the fiscal year may be changed as determined by the Board of Directors.

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

2. MEMBERS' MEETINGS

2.1 The annual members' meeting shall be held at least once each year at the office of the Association unless otherwise designated by the Board of Directors, at a time and date determined by the Board. Such annual members' meetings shall, be for the purpose of transacting annual business of the Association authorized to be transacted by the members.

2.2 Special members' meetings shall be held whenever called by the President or by a majority of the Board of Directors, and must be called by such officer upon receipt of a written request from members entitled to cast twenty percent (20%) of the votes of the entire membership. Provided, however, until Developer has relinquished control of the Association, no special members' meetings shall be called or convened for the purpose of removal of the Directors appointed by the Developer or to amend this Declaration or its exhibits to remove rights and reservations in the Developer. Special members meetings shall be called in accordance with F.S. 718.112(2)(e) when if the Board adopts a budget which exceeds 115% of assessments for the preceding fiscal year and in accordance with F.S. 718.112(2)(f) in the event of a recall of a board member.

2.3 Notice of all members' meetings with an agenda stating the time and place and the object for which the meeting is called shall be given by the President or Secretary. Such notice shall be in writing (unless waived by the Unit Owner in writing) to each member at his address as it is on the books of the Association and shall be given not less than fourteen (14) continuous days prior to the date of the meeting. An Officer of the Association shall provide an Affidavit, to be included in the official records of the Association, affirming that a Notice of the Association meeting was mailed or hand delivered, in accordance with this provision, to each unit owner at the addresses last furnished to the Association. Notice of a meeting may be waived in writing before or after the meeting. If it is an annual meeting, the Notice shall also be posted in a conspicuous place on the condominium property at least 14 continuous days in advance of the meeting and if not an annual meeting, 48 continuous hours in advance of the meeting, except in emergency. 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 the nature of such assessments.

2.4 A quorum at members meeting shall consist of a majority of the voting interests entitled to cast votes of the entire membership. The acts approved by a majority of the votes present at a meeting of which a quorum is present shall constitute the acts of the members, except when approval by a greater number of members is required by the Declaration of Condominium, the Articles of Incorporation, these Bylaws, or the Condominium Act. Only voting members present, in person or by proxy may be counted in establishing a quorum at an association meeting.

2.5 Voting.

(a) In any meeting of members, the Owners of Units shall be entitled to cast one vote for each Unit owned.

(b) If a Unit is owned by one person, that person's right to vote shall be established by the record title to the Unit. If any Unit is owned by more than one person, or is under lease, the person entitled to cast one vote for the Unit shall be designated by a certificate signed by all of the record Owners of the Unit and filed with the Secretary of the Association. If a Unit is owned by a corporation, the person entitled to cast the vote for the Unit shall be designated by a certificate signed by the President or duly authorized officer and filed with the Secretary of the Association. Such certificates shall be valid until revoked or until superseded by a subsequent certificate or until a change in the ownership of the Unit concerned. If such certificate is not on file, the vote of such Owner shall not be considered in determining the requirement for a quorum nor for any other purpose.

2.6 Proxies. Votes may be cast in person or by proxy as defined and limited by F.S. 718.112 (2)(b). A proxy may be made by any person entitled to vote and shall be effective only for the specific meeting for which originally given and any lawfully adjourned meeting thereof and in no event shall any proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given. The proxy shall be revocable at any time at the pleasure of the Unit Owner executing it, and must be filed with the Secretary before the appointed time of the meeting or any adjournment of the meeting. Unit Owners may vote by limited proxies and limited and general proxies can establish a quorum.

2.7 Adjourned meetings. If any meeting of the members cannot be organized because a quorum has not attended, the members who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is present.

2.8 The order of business at annual members' meetings, and as far as practical at other members' meetings, shall be:

- (a) Collection of ballots if an election is held
- (b) Calling of the roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of Committees.
- (f) Appointment of inspectors of election.
- (g) Election of directors.
- (h) Determination of less than adequate reserves or no reserves.
- (i) Unfinished business.
- (j) New business.
- (k) Adjournment.

3. DIRECTORS

The affairs of the Association shall be determined by a Board of Directors who until the turnover of the Association to unit owners other than the Developer need not be members of the Association. The first Board of

Directors shall consist of three (3) directors who need not be members of the Association. The Board of Directors may from time to time increase or decrease the number of persons to serve on the Board, provided, however, that the Board must always consist of an odd number of members, and provided, further, that there shall never be less than three (3) Directors on the Board. The Board shall remain at three (3) Directors until such time as the Developer transfers control of the Association to Unit Owners other than the Developer, at which time the Board shall consist of not less than five (5) members. Any increase or decrease in the number of members on the Board shall be effectuated at least thirty (30) days prior to a regular annual election of the Board, and such change in number shall be effective as of the date of the next regular election. The term of the first Board of Directors or their replacements, shall continue until the Developer voluntarily relinquishes control of the Association, or relinquishes control as required by Florida Statute §718.301(1)(a)-(e) as follows:

(1) When unit owners other than the developer own 15 percent or more of the units in a condominium that will be operated ultimately by an association, the unit owners other than the developer shall be entitled to elect no less than one-third of the members of the board of administration of the association. Unit owners other than the developer are entitled to elect not less than a majority of the members of the board of administration of an association:

(a) Three years after 50 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(b) Three months after 90 percent of the units that will be operated ultimately by the association have been conveyed to purchasers;

(c) When all the units that will be operated ultimately by the association have been completed, some of them have been conveyed to purchasers, and none of the others are being offered for sale by the developer in the ordinary course of business;

(d) When some of the units have been conveyed to purchasers and none of the other are being constructed or offered for sale by the developer in the ordinary course of business; or

(e) Seven years after recordation of the declaration of condominium; or, in the case of an association which may ultimately operate more than one condominium, 7 years after recordation of the declaration for the first condominium it operates; or, in the case of an association operating a phase condominium created pursuant to s. 718.403, 7 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 administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent, in condominiums with fewer than 500 units, and 2 percent, 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 member of the board of administration.

3.1 Election of Directors shall be conducted in the following manner:

(a) Election of Directors shall be held at the annual members' meeting, with the first election being at the first member meeting required to be called pursuant to Florida Statute 718.301 to elect a Board member, or members, to provide for the percentage of Unit Owners other than the Developer on the Board of Directors as required by Florida Statute 718.301. Said election of Unit Owners other than the Developer shall take place in accordance with the procedures as set forth in F.S. 718 and the Florida Administration Code, as amended. Election of Directors thereafter shall be at each year's annual meeting.

(b) Except as to vacancies created by removal of directors by members, vacancies in the Board of Directors occurring between annual meetings of members shall be filled by the remaining directors.

(c) When both a Developer and other unit owners are entitled to representation on a board of administration pursuant to Section 718.301, Florida Statutes, or Rule 61B-23.003, Florida Administrative Code, the provisions set forth in Section 61B-23.0026(1) and (2) F.A.C. shall govern and apply to recall and replacement of board members elected or appointed by the Developer or unit owners other than the Developer, as the case may be. The manner of notice and the authority for recall shall be conducted in accordance with Section 61B-23.0027 F.A.C.

(d) Provided, however, that until the Developer has relinquished control of the Association, the first directors of the Association shall serve, and in the event of vacancies, the remaining directors shall fill the vacancies, and if there are no remaining directors, the vacancies shall be filled by the Developer, and directors serving during the Developer's control cannot be removed by a vote pursuant to Paragraph (c) above. This shall not be interpreted or be construed so as to preclude annual meetings of the membership.

3.2 The term of each director's service, subject to the provisions of 3.1(d) above, shall be as follows: The first Board elected subsequent to the transfer of control to the Unit Owners shall elect two (2) Board members for two years and the remaining Board members for one year. At the end of the initial term, they shall thereafter be elected for two year terms, thereby staggering the Board members. In the event of a five member Board of Directors or a larger Board of Directors, the majority number of Directors shall be elected every two (2) years.

3.3 The organization meeting of a newly-elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and a notice of such meeting shall be posted conspicuously on the condominium property at least forty-eight (48) continuous hours preceding the meeting.

3.4 Regular meeting of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the directors. Notice of regular meetings shall be given to each director, personally or by mail, telephone or telegraph, at least forty-eight (48) continuous hours prior to the day named for such meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. However, written notice of any meeting at which nonemergency special assessments, or at which amendment to rules regarding unit use will be considered shall be mailed, delivered, or electronically transmitted to the unit owners and posted conspicuously on the condominium property not less than 14 days prior to the meeting. Said meeting shall be open to all Unit Owners.

3.5 Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third of the Directors. Not less than forty-eight (48) hours' notice of the meeting shall be given personally, by mail or telegraph, which notice shall state the time, place and purpose of the meeting. Notice to members of Directors meetings shall be given by posting such notice in a conspicuous place forty-eight (48) continuous hours in advance of said meeting. Said meeting shall be open to all Unit Owners.

3.6 Waiver of Notice. Any director may waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

3.7 A quorum at directors' meetings 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 of Condominium, the Articles of Incorporation or these Bylaws. Board Members attending by telephone conference where a speaker phone allows all conversation to be heard may be counted toward the quorum.

3.8 Adjourned meeting. If at any meeting of the Board of Directors there be less than a quorum present, the majority of those present may adjourn the meeting from time to time.

3.9 Member Attendance at Board Meetings. A Board member may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or

disagreement cannot be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum for or against any action taken at the meeting and shall not be considered for purposes of determining a quorum.

3.10 The presiding officer of Directors' meetings shall be the Chairman of the Board if such an officer has been elected; and if none, the President shall preside. In the absence of the presiding officer, the directors present shall designate one of their number to preside.

- 3.11 The order of business at directors' meetings shall be:
- (a) Calling of roll
 - (b) Proof of due notice of meeting
 - (c) Reading and disposal of any unapproved minutes
 - (d) Reports of officers and committees
 - (e) Election of officers
 - (f) Unfinished business
 - (g) New business
 - (h) Adjournment

3.12 A Director shall not be entitled to, nor paid any fee for his services as a Director.

3.13 A Director shall be considered as present for a regular or special meeting if he is in simultaneous communication by telephone conference call or other media with all other Directors as well as other unit owners present at the meeting.

4. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association existing under the Condominium Act, Declaration of Condominium, Articles of Incorporation and these Bylaws, shall be exercised exclusively by the Board of Directors, subject only to the approval by Unit Owners where such approval is specifically required. Without limiting the powers and duties of the Board of Directors, it shall have the following express powers, in addition to all others herein granted, and provided for by the Declaration of Condominium and the Condominium Act, to wit:

- (a) To enter into a long-term management contract, providing for the management of the condominium property and of the recreation area, if any.
- (b) To enter into contracts for the purpose of making available to the Owners and residents of the Units such services, as but not limited to, doorman and automobile parking; maid service, security and security alarm system, contracts for maintenance, repair, replacement of common elements and the like, provided, however, that the term of period of such contracts shall not exceed three (3) years, and provided, further, that said contracts may provide for additional extensions of the original term in the absence of written notice of termination by either party.
- (c) To charge, assess and collect fees, charges, assessments, including reserves for the Condominium, not less frequently than quarterly, and to enforce the collection according to the Declaration of Condominium and the exhibits and as allowed by law. To lease, maintain, repair and replace the common elements.
- (d) To purchase or lease real and personal property in the Association's name.
- (e) The Directors shall keep minutes of all meetings of the Unit Owners and the Board of Directors and said minutes shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Board members at any reasonable time. Said minutes shall be retained for a period of time not less than seven years.

(f) To create and promulgate reasonable rules and regulations for the operation of the Condominium.

(g) To gain access to each unit during reasonable hours, when 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.

(h) To adopt a budget for the Association. Except notice of the meeting for adoption of the budget and a copy of the budget shall be mailed to all members thirty (30) days prior to the Board meeting.

5. OFFICERS

5.1 The officers of the Association shall be a President, Vice President, each of whom shall be a Director, Secretary/Treasurer, all of whom shall be elected annually by the Board of Directors, and such other officers as the Board of Directors may, from time to time, designate.

Any officer may be removed peremptorily, without cause, by a vote of two-thirds of the directors present at any duly constituted meeting.

5.2 The President shall be the chief executive officer of the Association. He shall have all of the powers and duties usually vested in the office of president of an association, including, but not limited to, the power to appoint committees from among the members from time to time, as he, in his discretion, may determine appropriate to assist in the conduct of the affairs of the Association.

5.3 The Vice President shall preside in the absence of the President and in such capacity shall have all of the powers of the President.

5.4 The Secretary shall keep the minutes of all proceedings of the directors and the members meetings; shall tend to the giving and serving of all notices to the members and directors and other notices required by law; shall have custody of the seal and affix it to instruments requiring a seal when duly signed; shall keep the records of the Association, and shall perform all duties incident to the office and as may be required by the directors or the President.

5.5 The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness; shall keep the books of the Association in accordance with good accounting practices; and shall perform all other duties incident to the office.

5.6 No compensation shall be paid to any officer of the Association. No officer who is a designee of the Developer shall receive any compensation for his services as an officer.

6. FISCAL MANAGEMENT

The provisions for fiscal management of the Association set forth in the Declaration of Condominium, Articles of Incorporation of the Association, and the Condominium Acts shall be supplemented by the following provisions.

6.1 Accounts. The receipts and expenditures of the Association shall be credited and charged to accounts under the following classifications as shall be appropriate, all of which expenditures shall be common expenses:

(a) Current expenses, which shall include all receipts and expenditures within the year for which the budget is made, including, if applicable, but not limited to those expenses listed in F.S. 718.504(21),

including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves, to additional improvements or to operations. The balance in this fund at the end of each year shall be applied to reduce the assessments for operating expenses for the succeeding year, or may be distributed to the membership, as the Directors shall determine.

(b) Reserve accounts for capital expenditures and deferred maintenance. Each of these accounts shall include, but not be limited to roof replacement, building painting, and pavement resurfacing. The establishment and funding of these reserve accounts shall be subject to the conditions and exceptions set forth in F.S. 718.112(2)(f).

(c) Operations, which shall include gross revenues from the use of Common Elements and from other sources. Only the additional direct expense required by any revenue producing operation will be charged to this account, and any surplus from any operation shall be used to reduce the assessments for current expense for the year during which the surplus is realized.

6.2 Budget. The Board of Directors shall adopt a Budget for each fiscal year that shall include the estimated funds required to defray the common expense and to provide and maintain funds for reserves. The form of the annual budget shall be in conformance with Chapter 718.112 and 718.504(21) of the Florida Statutes. A copy of the Budget shall be delivered by mail at the address of the Unit Owner existing on the books of the Association not less than fourteen (14) days prior to the meeting at which it is to be considered, together with a notice of that meeting. If the board adopts in any fiscal year an annual budget which requires assessments against unit owners which exceed 115 percent of assessments for the preceding fiscal year, the board shall conduct a special meeting of the unit owners to consider a substitute budget if the board receives within 21 days after adoption of the annual budget, a written request for a special meeting from at least 10 percent of all voting interests. The special meeting shall be conducted within 60 days after adoption of the annual budget. At least 14 days prior to such special meeting the board shall hand deliver to each unit owner, or mail to each unit owner at the address last furnished to the association, a notice of the meeting. At the special meeting, the Unit Owners shall consider and enact a substitute budget. The adoption of the substitute budget shall require a vote of not less than a majority of the vote of all Unit Owners. In determining whether assessments exceed 115% of similar assessments in prior years, any authorized provisions for reasonable reserves for repair or replacement of the Condominium property, anticipated expenses by the Condominium Association which are not anticipated to be incurred on a regular annual basis, or assessments for betterments to the Condominium property shall be excluded from the computation. However, as long as the Developer is in control of the Board of Administration, the Board shall not impose an assessment for any year greater than 115% of the prior fiscal or calendar year's assessment without approval of the majority of all voting interests.

6.3 Assessments. Assessments against the Unit Owners for their share of the items of the budget shall be made for the fiscal year annually, in advance, 30 days preceding the fiscal year for which the assessments are made. Such assessments shall be due and payable as determined by the Board of Directors, but not less frequently than quarterly. If an annual assessment is not made as required, an assessment shall be presumed to have been made in the amount of the last prior assessment, and payments on such assessment shall be due and payable in the same manner as the prior assessment. In the event 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 fiscal year for which an amended assessment is made shall be payable as determined by the Board of Directors. Provided, nothing herein shall serve to prohibit or prevent the Board of Directors from imposing a lump sum assessment in case of any immediate need or emergency.

6.4 Acceleration of Assessment installments upon default. If a Unit Owner shall be in default in the payment of an assessment, the Board of Directors may accelerate the remaining annual balance of the assessment upon notice to the Unit Owner and the filing of lien among the public records of the county where the condominium is located, and the then unpaid annual balance of the assessment due for the remainder of the budget year for which

the claim is filed shall be due and payable upon the date the lien was filed. Such accelerated assessments shall include the amounts due for the remainder of the budget year in which the claim of lien was filed.

6.5 The depository of the Association shall be such bank or savings and loan association as shall be designated from time to time by the directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the directors, provided that a Management Agreement may include in its provisions authority in a designated agent to sign checks on behalf of the Association for payment of the obligations of the Association.

6.6 Fidelity bonds or adequate insurance shall be acquired by the Association of all persons who control or disburse funds of the Association and which shall cover the maximum funds that will be in the custody of the Association or its management agent at any one time.

6.7 Financial Reporting. Within 90 days after the end of the fiscal year, or annually on a date provided in the Bylaws, the Association shall prepare and complete, or cause to be prepared and completed by a third party, a financial report for the preceding fiscal year. Within 21 days after the financial report is completed or received by the Association from the third party, the association shall mail to each unit owner at the address last furnished to the association by the unit owner, or hand deliver to each unit owner, a copy of the financial report or a notice that a copy of the financial report will be mailed or hand delivered to the unit owner, without charge, upon receipt of a written request from the unit owner. The division shall adopt rules setting forth uniform accounting principles and standards to be used by all associations and shall adopt rules addressing financial reporting requirements for the multi-condominium associations. In adopting such rules, the division shall consider the number of members and annual revenues of an association. Financial reports shall be prepared as follows:

(a) An association that meets the criteria of this paragraph shall prepare or cause to be prepared a complete set of financial statements in accordance with generally accepted accounting principles. The financial statements shall be based upon the association's total annual revenues, as follows:

1. An association with total annual revenues of \$100,000 or more, but less than \$200,000, shall prepare compiled financial statements.

2. An association with total annual revenues of at least \$200,00, but less than \$400,000, shall prepare reviewed financial statements.

3. An association with total annual revenues of \$400,000 or more shall prepare audited financial statements.

(b) 1. An association with total annual revenues of less than \$100,000 shall prepare a report of cash receipts and expenditures.

2. An association which operates less than 50 units, regardless of the association's annual revenues, shall prepare a report of cash receipts and expenditures in lieu of financial statements required by paragraph(a).

3. A report of cash receipts and disbursements must disclose the amount of receipts by accounts and receipt classifications and the amount of the expenses by accounts and expense classifications, including but not limited to, the following, as applicable: costs for security, professional and management fees and expenses, taxes, costs for recreation facilities, expenses for refuse collection and utility services, expenses for lawn care, costs for building maintenance and repair, insurance costs, administration and salary expenses, and reserves accumulated and expended for capital expenditures, deferred maintenance, and any other category for which the association maintains reserves.

(c) An association may prepare or cause to be prepared, without a meeting of or approval by the unit owners:

1. Compiled, reviewed, or audited financial statements, if the association is required to prepare a report of cash receipts and expenditures;

2. Reviewed or audited financial statements, if the association is required to prepare compiled financial statements; or

3. Audited financial statements if the association is required to prepare reviewed financial statements.

(d) If approved by a majority of the voting interests present at a properly called meeting of the association, an association may prepare or cause to be prepared.

1. A report of cash receipts and expenditures in lieu of a compiled, reviewed, or audited financial statement;

2. A report of cash receipts and expenditures or a compiled financial statement in lieu of a reviewed or audited financial statement; or

3. A report of cash receipts and expenditures, a compiled financial statement, or a reviewed financial statement in lieu of an audited financial statement.

Such meeting and approval must occur prior to the end of the fiscal year and is effective only for the fiscal year in which the vote is taken. With respect to an association to which the developer has not turned over control of the association, all unit owners, including the developer, may vote on issues related to the preparation of financial reports for the first 2 fiscal years of the association's operation, beginning with the fiscal year in which the declaration is recorded. Thereafter, all unit owners except the developer may vote on such issues until control is turned over to the association by the developer.

COMINGLING. All funds collected by an association shall be maintained separately in the association's name. For investment purposes only, reserve funds may be commingled with operating funds of the association. Commingled operating and reserve funds shall be accounted for separately and commingled account shall not, at any time, be less than the amount identified as reserve funds. A manager or business entity required to be licensed or registered under s.468.432, or an agent, employee, officer, or director of an association, shall not commingle any association funds with his or her funds or with the funds of any other condominium association or the funds of a community association as defined in s.468.431.

7. PARLIAMENTARY RULES

Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration of Condominium, Articles of Incorporation, or these Bylaws.

8. AMENDMENTS

A resolution for the adoption of a proposed amendment of these Bylaws may be proposed by either the Board of Directors of the Association or by the members of the Association. Members may propose such an amendment by instrument in writing directed to the President or Secretary of the Board signed by not less than twenty percent (20%) of the membership. Amendments may be proposed by the Board of Directors by action of a majority of the Board at any regularly constituted meeting thereof. Upon an amendment being proposed as herein provided for, the President or, in the event of his refusal or failure to act, the Board of Directors, shall call a meeting

of the membership to be held within sixty (60) days for the purpose of considering said amendment. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, providing such approval is delivered to the Secretary at or prior to the meeting. Except as elsewhere provided, such approvals must be either by:

- (a) Not less than sixty-six and two-thirds percent (66 2/3%) of the votes of the entire membership of the Association.

8.1 Proviso. Provided, however, that no amendment shall discriminate against any condominium Unit Owner nor against any Condominium Unit or class or group of Units unless the Condominium Unit Owners so affected shall consent. No amendment shall be made that is in conflict with the Articles of Incorporation or the Declaration of Condominium. Each amendment shall, on the first page, identify the book and page of the Public Records where the declaration of each condominium operated by the Association is recorded.

8.2 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of the Declaration and Bylaws, which certificate shall be executed by The President or duly qualified officer of the Association with the formalities of a deed. The amendment shall be effective when such certificate shall be annexed to and recorded with an amendment to the Declaration of Condominium where the Condominium is located.

8.3 No Bylaws shall be revised or amended by reference to its title or number only. Proposals to amend existing Bylaws shall contain the full text of the Bylaws to be amended; new words shall be inserted in the text underlined, and words to be deleted shall be lined through with hyphens. Non-material errors or omissions in the Bylaw process shall not invalidate and otherwise properly promulgate an amendment. Extensive changes to the By-Laws may be changed in accordance with Florida Statute 718.112(2)(k)2.

9. STATUTORY INCLUSIONS

9.1 If the transfer, lease, sale, or sublease of a Unit by its owner is subject to notice to the Condominium Association or any body thereof, a preset fee not to exceed the amount permitted by Florida Statute 718 may be charged by the Association in connection with any such transfer, sale, lease, or sublease to cover the Association's expenditures and services.

9.2 Notice of any meeting where assessments against Unit Owners are to be considered for any reason shall specifically contain a statement that assessments will be considered and the nature of any such assessments.

9.3 Mandatory non-binding arbitration. In the event of internal disputes arising from the operation of the condominium among Unit Owners, Associations, and their agents and assigns, the parties shall elect to resolve such disputes by submitting to mandatory non-binding arbitration in accordance with Florida Statutes 718.1255. If the parties agree to so submit, they shall make such election in writing filed with the Secretary of the Association.

9.4 Requirements of Chapter 718.112(2). To the extent that these bylaws do not include the provisions of Chapter 718.112(2), these bylaws shall be deemed to include such provisions, as amended.

10. FINES - LEVY AND FORECLOSURE

10.1 The Board of Directors of the Association shall have the power and authority to levy and assess fines in accordance with the Declaration of Condominium, Articles of Incorporation, Bylaws and Rules and Regulation periodically created from time to time by the Board of Directors and/or the Association for the operation and management of the Condominium property.

10.2 In the event a fine is to be levied, the following procedure shall be followed:

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

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

(b) 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 and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association.

(c) The hearing shall be conducted before a committee of other Unit Owners.

(d) Subsequent to the hearing and any continuance thereof, but, nevertheless not later than 10 days following the adjournment of the hearing, in the event the Committee agrees with the fine, the Board of Directors shall make a final decision as to the levying and assessment of the fine. In the event the Committee does not agree with the fine the fine shall not be levied or assessed by the Board. Such decision shall be delivered to the party against whom the fine is sought to be levied by notice in writing at the last known address of the party.

The foregoing were adopted as the Bylaws of The Association at the first meeting of the Board of Directors on the ____ day of _____, 2006.

Approved:

President

Secretary

EXHIBIT "E"

**Declaration and Grant of Easement
For Ingress, Egress and Utilities**



INSTR 20050623623
 OR BK 08190 PG 2283 PGS=12
 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 09/14/2005 11:32:46 AM
 REC FEE 103.50

Return to:

MARY LOU ROGERS



Fidelity National Title Insurance
 Company of New York
 630 Trafalgar Court, Suite 150
 Maitland, FL 32751
 #205-103225

INSTR 20050608904
 OR BK 08179 PG 0001 PGS=12
 MARTHA O. HAYNIE, COMPTROLLER
 ORANGE COUNTY, FL
 09/08/2005 12:09:35 PM
 DEED DOC TAX 0.70
 REC FEE 103.50

Prepared by and Return to:
 Roger A. Larson, Esquire
 Johnson, Pope, Bokor,
 Ruppel & Burns, LLP
 911 Chestnut Street
 Clearwater, Florida 33756

DECLARATION AND
 GRANT OF EASEMENT
 FOR

INGRESS, EGRESS AND UTILITIES

THIS EASEMENT IS BEING RE-RECORDED TO APPEAR IN PROPER RECORDING ORDER

This Declaration and Grant of Easement for Ingress, Egress and Utilities ("Easement") made by Frenchman's Cove Partners, Ltd., a Florida limited partnership whose address is 1701 Lee Road, Winter Park, Florida 33625 ("FCP"), and Renaissance of Winter Park, LLC, a Florida limited liability company, whose address is 5821 Silver Moon Avenue, Tampa, Florida 33625 ("RWP").

RECITALS:

- A. FCP is the owner of certain real property set forth and described on Exhibit "A" attached hereto ("FCP Land").
- B. RWP is the owner of certain real property set forth and described on Exhibit "B" attached hereto ("RWP Land").
- C. FCP is the owner of certain real property within the FCP Land set forth and described on Exhibit "C" attached hereto that is a roadway and entranceway to the FCP Land and to the RWP Land and includes within it utilities for the benefit of the RWP Land, including but not limited to water, sanitary sewer, electric, telephone and other such utilities ("Utilities") ("Roadway and Utility Easement").
- D. RWP is the owner of certain real property within the RWP Land set forth and described on Exhibit "D" attached hereto that contains a sanitary sewer force main that is used solely and exclusively for the benefit of the FCP Land ("Force Main").
- E. FCP Land and RWP Land were originally planned as a single development and therefore the sanitary sewer system, including the pipes, valves, force mains, pumps and other equipment, ("Sanitary System"), the Force Main, the surface water management system, including pipes, valves, pumps and other equipment and the detention and retention ponds ("Surface Water Management System") and entryways are shared by FCP and RWP and lie over, across and under both the FCP Land and the RWP Land.
- F. It is the intention by virtue of this Easement that FCP and RWP declare, grant and convey unto the other their respective successors and assigns and as an appurtenance to the respective FCP Land and RWP Land non-exclusive easements to be used in common with other recorded easements, which shall be in perpetuity over, across and under the respective FCP Land and RWP Land for (i) ingress and egress to and from the FCP Land and RWP Land to the public roadways (Lee Road, State Road 438) and for Utilities and their continued maintenance, repair and replacement ("Roadway and Utility Easement"), (ii) the continued use, maintenance repair and replacement of the Gravity-Flow Sanitary System ("Gravity-Flow Sanitary Sewer System Easement"), (iii) the continued use, maintenance, repair and replacement of the Surface Water Management System ("Surface Water Management System Easement"), (iv) the use of the driveway areas of the RWP Land for access, ingress and egress from Lee Road, State Road 438 through the RWP Land for entry to the FCP Land via the Roadway and Utility

Easement ("Additional Access Easement"), (v) the access, ingress and egress over the driveway areas of the RWP Land for the benefit of the FCP Land for entry and exit at the northeast corner of the RWP Land for emergency vehicle purposes or for the FCP Land occupants in the event any governmental authority shall require such access, ingress and egress to and from the FCP Land to the public ways ("Supplemental Access Easement") and (vi) for ingress, egress and access over and under the RWP Land for the benefit of FCP Land for the maintenance, repair and replacement of the Sanitary Sewer Force Main ("Sanitary Sewer Force Main Easement").

NOW THEREFORE, for and in consideration of the mutual covenants and promises as hereinafter expressed and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties covenant and agree as follows:

1. Recitals. The recitals set forth above are true, accurate and correct and are incorporated herein by reference.

2. Declaration and Grant of Easements FCP and RWP declare, grant and convey each to the other the following easements, which easements shall be for the benefit of the respective FCP and RWP, their successors and assigns and as an appurtenance to the respective FCP Land and RWP Land and which shall be in perpetuity and in common with the other:

a. Roadway and Utility Easement. FCP grants, declares and conveys to the RWP as set forth herein an easement for ingress, egress and utilities and the continuing right to maintain, repair and replace such Utilities as defined in paragraph C of the Recitals. FCP shall have no obligation to maintain, repair or replace the Utilities benefiting the RWP Land, and RWP shall have full responsibility at RWP's expense to maintain, repair and replace such Utilities. RWP shall have the right to landscape and irrigate the eastern side of the Roadway and Utility Easement and the median and shall be responsible for the continued maintenance, repair and replacement of such landscaping and irrigation. Prior to the installation of any landscaping and/or irrigation by RWP a landscaping plan shall be submitted to FCP for its reasonable approval. FCP shall approve or disapprove the landscape plan within ten (10) days of receipt and a failure to respond timely shall be deemed an approval. If the plan is disapproved it must be disapproved with comment of what will be acceptable to FCP. Notwithstanding the foregoing RWP shall have no obligation to install landscaping or irrigation. Except for damage caused to the FCP Land by the RWP, its guests, tenants or invitees, FCP shall be solely responsible for maintaining the roadway, including but not limited to repair of surface damage, seal coating, and stripping. Other than in the case of an emergency, in the event the anticipated costs of maintenance, repair or replacement of the roadway exceeds \$1,000.00 FCP shall (i) obtain two bids for the work, (ii) deliver to RWP in accordance with the Notice provision herein the two bids, (iii) and shall complete the work based on the bid chosen by the party to do the work. The other party shall have two business days within which to object to any bid. The costs of the maintenance repair or replacement of the roadway shall be shared as follows: FCP 23.8%; RWP 76.2%. Notwithstanding the foregoing, the granting of this easement shall not include the right of RWP to use any portion of the FCP Land for parking, nor shall it convey any rights in the easement to the public.

b. Gravity-Flow Sanitary Sewer System Easement. FCP and RWP grant, declare and convey to the other a reciprocal easement over, across and under their respective lands for the continued use, maintenance, repair and replacement of the Gravity-Flow Sanitary System. Such easement shall be and exist five feet either side of the location of the Gravity-Flow Sanitary System as of the recording of this Easement and in the event any portion of the Gravity-Flow Sanitary System should be moved the location of the easement shall automatically adjust to exist five feet either side of the relocated Gravity-Flow Sanitary System, and shall include the right of access, ingress and egress for the maintenance, repair and replacement of the Gravity-Flow Sanitary System. Each of FCP and RWP shall be obligated to maintain, repair and replace any part of the Gravity-Flow Sanitary System located on their respective land. Other than in the case of an emergency, in the event the anticipated costs of maintenance, repair or replacement exceeds \$1,000.00 the party responsible for the work shall (i) obtain two bids for the work, (ii) deliver to the other in accordance with the Notice provision herein the two bids, (iii) and shall complete the work based on the bid chosen by the party to do the work. The other party shall have two business days within which to object to any bid. The costs of the maintenance, repair or replacement of the Sanitary System shall be shared as follows: FCP 35%; RWP 65%.

c. Surface Water Management System Easement. FCP and RWP grant, declare and convey to the other a reciprocal easement over, across and under their respective lands for the continued use, maintenance, repair and replacement of the Surface Water Management System. Such easement shall be and exist five feet either side of the location of the Surface Water Management System as of the recording of this Easement and in the event any portion of the Surface Water Management System should be moved the location of the easement shall automatically adjust to exist five feet either side of the relocated Surface Water Management System, and shall include the right of access, ingress and egress for the maintenance, repair and replacement of the Surface Water Management System. Each of FCP and RWP shall be obligated to maintain, repair and replace any part of the Surface Water Management System located on their respective land. Other than in the case of an emergency, in the event the anticipated costs or maintenance, repair or replacement exceeds \$1,000.00 the party responsible for the work shall (i) obtain two bids for the work, (ii) deliver to the other in accordance with the Notice provision herein the two bids, (iii) and shall complete the work based on the bid chosen by the party to do the work. The other party shall have two business days within which to object to any bid. The costs of the maintenance, repair or replacement of the Surface Water Management System shall be shared as follows: FCP 65%; RWP 35%.

d. Additional Access Easement. RWP grants, declares and conveys to the FCP as provided herein an easement for the use of the driveway areas of the RWP Land for access, ingress and egress from Lee Road, State Road 438 through the RWP Land for entry to the FCP Land via the Roadway and Utility Easement. Except for damage caused to the RWP Land by the FCP, its guests, tenants or invitees the RWP shall be solely responsible for the maintenance, repair and replacement of the driveway areas. The grant of easement shall not include any right to use any of the parking areas on the RWP Land nor shall it convey any rights in the easement to the public.

e. Supplemental Access Easement. RWP grants, declares and conveys to FCP as provided herein an easement for access, ingress and egress over the driveway areas of the RWP Land for the benefit of the FCP Land for entry and exit at the northeast corner of the RWP Land for emergency vehicle purposes or for the FCP Land occupants in the event any governmental authority shall require such access, ingress and egress to and from the FCP Land to the public ways. Except for damage caused to the RWP Land by the FCP, its guests, tenants or invitees the RWP shall be solely responsible for the maintenance, repair and replacement of the drive way areas. The grant of easement shall not include any right to use any of the parking areas on the RWP Land nor shall it convey any rights in the easement to the public.

f. Sanitary Sewer Force Main Easement. RWP grants, declares and conveys to FCP an easement over, across and under the RWP Land for access, ingress, egress and for the performance of maintenance repair and replacement of the Sanitary Sewer Force Main. Such easement shall be and exist over the land described in Exhibit "D" attached hereto and in the event any portion of the Sanitary Sewer Force Main should be moved the location of the easement shall automatically adjust to exist five feet either side of the relocated Sanitary Sewer Force Main. The Sanitary Sewer Force Main is not shared by the parties and therefore FCP shall be solely responsible for the maintenance, repair and replacement of the Sanitary Sewer Force Main, except to the extent any damage to the Sanitary Sewer Force Main shall be caused by RWP, its agents, guests or contractors.

3. General Provisions. The following general provisions shall apply to this Easement:

a. Any and all work, maintenance, repairs and replacements performed by either FCP or RWP shall be done in a workman like manner and where applicable shall be performed in accordance with the codes and ordinances of the City of Winter Park or other applicable governing authority and where required shall be performed by licensed persons.

b. Where the cost of the maintenance, repair or replacement is a shared cost the party performing the work shall be obligated to pay for the work and shall then deliver the invoice to the other party for reimbursement to the paying party for the reimbursing party's share. The reimbursing party shall pay its share to the paying party within ten days of receipt of the invoice.

c. Each of the parties to this Easement shall be permitted to enforce the terms and conditions of the Easement by specific performance or by an action at law.

d. Each of RWP and FCP shall maintain "Comprehensive General Liability" insurance, written on an "occurrence" basis, for activities on their respective lands and shall name the other party as an additional insured. This policy shall contain a combined single limit for bodily injury, personal injury, and property damage of at least \$1,000,000 per occurrence and \$2,000,000 aggregate. Umbrella/Excess Liability insurance in excess of the primary liability limits, must also be provided in an amount not less than \$10,000,000 per occurrence and in the annual aggregate on a per location basis. On request by either party, a certificate of insurance evidencing such insurance shall be delivered to the other party.

e. It is acknowledged by each party that either party may transfer its obligations under this Easement to a condominium association governed by Chapter 718 F.S. or a homeowner's association governed by Chapter 720 F.S. or some other statutory association as the party's successor or assigns and that upon such transfer the party shall be relieved and discharged of and from any further obligations or responsibilities hereunder, except those that may have accrued prior to such transfer. It is further agreed that in the event of a sale or transfer of the lands encumbered by this Easement that the transferring party shall be relieved and discharged of and from any further obligations or responsibilities hereunder, except those that may have accrued prior to such transfer and the transferee shall automatically be obligated hereunder.

f. In the event any of the improvements governed by the Gravity-Flow Sanitary Sewer System, Surface Water Management System or Sanitary Sewer Force Main shall be required to be moved, such relocation shall not be permitted to encroach upon any existing structure, building or improvement.

4. **Notice.** Any notice to be given to any party hereto in connection with this Easement shall be in writing and shall be deemed received (a) on the date delivered if hand delivered by receipted hand delivery or by facsimile, with evidence of transmission by the sender and receipt by the receiver, or (b) one (1) day following delivery to a recognized national overnight courier, or (c) two (2) days after postmark if sent postage prepaid by certified or registered mail, return receipt requested. Notices to the Parties shall be sent to their addresses set forth below. Either party, by written notice to the other, may change its address to which notices are to be sent.

<u>As to the FCP:</u>	Frenchman's Cove Partners, Ltd. Attn: John Grant 1701 Lee Road, Suite A Winter Park, Florida 32789	Frenchman's Cove Partners, Ltd Attn: Evan Stein 352 Park Avenue South New York, NY 10010
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<u>As to the RWP:</u>	Renaissance of Winter Park, LLC Attn: Todd R. Palmer 5821 Silver Moon Avenue Tampa, Florida 33625
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5. **Binding Easement.** This Easement is binding on the parties hereto, their successors and assigns and constitutes the full and complete understanding existing between the parties and the same shall not be altered, amended or otherwise changed except by the express written agreement of the parties.

6. **Choice of Law and Venue.** This Easement shall be construed in accordance with the laws of the State of Florida and venue for any action hereunder shall be Orange County, Florida.

7. **Attorney's Fees and Costs.** Should there be any dispute between the parties as to the terms, conditions, obligations or rights under this Easement, then in such event, the prevailing party shall be entitled to costs plus a reasonable attorney's fee at trial and all appellate levels including any administrative proceedings and in bankruptcy.

8. **Headings.** The use of headings, captions and numbers in this Agreement is solely for the convenience of identifying and indexing the various provisions in this Agreement, and shall in no event be considered otherwise in construing or interpreting any provision in this Agreement.

9. **Exhibits.** Each and every exhibit referred to or otherwise mentioned in this Easement is attached to this Easement, and is and shall be construed to be made a part of this Easement by such reference or other

mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

10. Defined Terms. Capitalized terms used in this Easement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

11. Pronouns. Wherever appropriate in this Easement, personal pronouns shall be deemed to include the other genders and the singular to include the plural.

12. Severability. If any term, covenant, condition or provision of this Easement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Easement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

13. Non-Waiver. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

14. No Construction Against Preparer. No provision of this Agreement shall be construed against or interpreted to the disadvantage of any party by any court or other governmental or judicial authority by reason of such party's having or being deemed to have prepared or imposed such provision.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on this 30 day of August, 2005.

Witnesses:

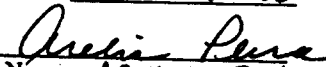
"FCP"

FRENCHMAN'S COVE PARTNERS, LTD.
a Florida, limited partnership

By: M.D. Carlisle Corp. of Florida, general partner

By: 
Print: EVAD STEIN
Title: President


Print Name: RICHARD LEWIS


Print Name: ARELIS PENA

Witnesses:

"RWP"

RENAISSANCE OF WINTER PARK, LLC
a Florida limited liability company

By: 
Print: Todd R. Palmer
Title: Manager


Print: ROBERT W. PEACOCK, JR.


Print: MARIA CARABALLO

"Grantee"

Witnesses:

RENAISSANCE OF WINTER PARK, LLC
a Florida limited liability company

Print: _____

By: _____

Print: Todd R. Palmer

Title: Manager

Print: _____

By: _____

Print: Keri D. Palmer

Title: Manager

Print: _____

Print: _____

By: _____

Print: Peter Gaecle

Title: Manager

Print: _____

Print: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____, as Manager of HF Winter Park, LLC, as general partner of Frenchman's Cove Partners, Ltd. on behalf of the limited partnership. He/she [] is personally known to me or [] has produced the following as identification: _____

Notary Public
Print Name: _____

My commission expires: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2005, by _____, as President of M.D. Carlisle Corp. of Florida, as general partner of Frenchman's Cove Partners, Ltd. on behalf of the limited partnership. He/she [] is personally known to me or [] has produced the following as identification: _____

Notary Public
Print Name: _____

My commission expires: _____

8 (4)

Print: ROBERT W. PEACOCK, JR.
Print: MARIA CARABALLO

By: [Signature]
Print: Keri D. Palmer
Title: Manager

Print: _____
Print: _____

By: _____
Print: Peter Gaeckle
Title: Manager

STATE OF ~~FLORIDA~~ NEW YORK
COUNTY OF NEW YORK

The foregoing instrument was acknowledged before me this 30 day of AUGUST, 2005, by EVANSTEIN, as President of M.D. Carlisle Corp. of Florida, as general partner of Frenchman's Cove Partners, Ltd. on behalf of the limited partnership. He/she [] is personally known to me or [] has produced the following as identification: _____

MIGUEL A. PAGAN
NOTARY PUBLIC, STATE OF NEW YORK
No. 01PA6068587
QUALIFIED IN BRONX COUNTY
MY COMMISSION EXPIRES JAN. 7, 2006

[Signature]
Notary Public
Print Name: Miguel A. Pagan
My commission expires: 1/7/2006

STATE OF FLORIDA
COUNTY OF Orange

The foregoing instrument was acknowledged before me this 31st day of August, 2005, by Todd R. Palmer as Manager of Renaissance of Winter Park, LLC, a Florida limited liability company on behalf of the company. He/she [] is personally known to me or [] has produced the following as identification: Florida Driver's License

[Signature]
Notary Public
Print Name: _____
My commission expires: _____

STATE OF FLORIDA
COUNTY OF Orange

MARIA M. CARABALLO
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD400087
EXPIRES 5/20/2009
BONDED THRU 1-888-NOTARY

The foregoing instrument was acknowledged before me this 31st day of August, 2005, by Keri D. Palmer as Manager of Renaissance of Winter Park, LLC, a Florida limited liability company on behalf of the company. He/she [] is personally known to me or [] has produced the following as identification: Florida Driver's License

[Signature]
Notary Public
Print Name: _____

MARIA M. CARABALLO
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD400087
EXPIRES 5/20/2009
BONDED THRU 1-888-NOTARY

6 (7)

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of August, 2005, by Todd R. Palmer as Manager of Renaissance of Winter Park, LLC, a Florida limited liability company on behalf of the company. He/she [] is personally known to me or [] has produced the following as identification:

~~Notary Public~~
Print Name: _____

My commission expires:

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of August, 2005, by Keri D. Palmer as Manager of Renaissance of Winter Park, LLC, a Florida limited liability company on behalf of the company. He/she [] is personally known to me or [] has produced the following as identification:

~~Notary Public~~
Print Name: _____

My commission expires:

STATE OF FLORIDA *California*
COUNTY OF *Santa Cruz*

The foregoing instrument was acknowledged before me this *24th* day of August, 2005, by Peter Gaeckle as Manager of Renaissance of Winter Park, LLC, a Florida limited liability company on behalf of the company. He/she [*X*] is personally known to me or [] ~~has produced the following as identification:~~

Kristi L Harrington
Notary Public
Print Name: *Kristi L Harrington*

My commission expires: *NOV. 8, 2007*



#353144 v1 - RenaissanceEasementforIngress& Utilities

6 (8)

EXHIBIT "A"

FCP Land

PARCEL ONE:

Commencing at the SW corner of N ½ of SE ¼ of NW ¼ of Section 1, Township 22 South, Range 29 East, thence run S.89°24'23" E. 122.0 feet along the South line of said N ½ of SE ¼ of NW ¼ to the point of beginning; thence N. 03°36'41" E. 332.24 feet, thence S 89°20'35" E 400.00 feet thence S 03°36'41" W. 331.79 feet to the South line of N ½ of SE ¼ of NW ¼ of said Section 1, thence N. 89°24'23" W. 400.00 feet to the point of beginning, LESS a strip of land 50.00 feet wide being 25.00 feet each side of the following described centerline; From the SW corner of N ½ of SE ¼ of NW ¼ of Section 1, Township 22 South, Range 29 East, run S. 89°24'23" E. along the South line of said N ½ of SE ¼ of NW ¼ a distance of 147.03 feet to the point of beginning. Thence run N 03°36'41" E 332.22 feet to the point of termination of this description. ALSO LESS, that part of the above described tract which lies within 50.00 feet on each side of the centerline survey of State Road No. 438 Section 75190-2502 (LEE ROAD). Containing therein a net total of 2.2459 acres more or less.

PARCEL TWO:

Commencing at the SW corner of N ½ of SE ¼ of NW ¼ of Section 1, Township 22 South, Range 29 East, run S 89°24'23" E. 122.00 feet along the South line of said N ½ of SE ¼ of NW ¼, thence N 03°36'41" E., 690.61 feet, thence N 89°53'58" W. 3.76 feet to a point 154.24 feet S. 89°53'58" E. of the SW corner of NE ¼ of NW ¼ of said Section 1, thence N. 01°52'48" E. 154.00 feet to the point of beginning; thence continue N. 01°52'48" E. 629.50 feet, thence East 840.00 feet thence S 01°52'48" W. 630.97 feet, thence N 89°53'58" W 840.00 feet to the point of beginning. Containing therein 12.1370 acres more or less.

TOGETHER WITH an easement for ingress and egress 50.00 feet wide being 25.00 feet each side of the following described centerline: From the SW corner of the N ½ of the SE ¼ of the NW ¼ of Section 1, Township 22 South, Range 29 East, run S. 89°24'23" E. along the South line of said N ½ of SE ¼ of NW ¼ a distance of 147.03 feet to the point of beginning. Run thence N. 03°36'41" E, 355.87 feet, thence East 3.81 feet, thence N.03°32'08" E, 330.63 feet, thence West 3.36 feet, thence N. 03°36'41" E, 29.36 feet, thence N. 89°53'58" W. 4.56 feet, thence N. 01°52'48" E. 129.00 feet to the point of termination.

EXHIBIT "B"

RWP Land

PARCEL 1 (FEE SIMPLE ESTATE)

All that tract or parcel of land lying and being in the Northwest ¼ of Section 1, Township 22 South, Range 29 East, Orange County, Florida, being more particularly described as follows:

TO FIND THE TRUE POINT OF BEGINNING, commence at the Southwest corner of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section 1 and thence travel along the South line of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section 1 also being the centerline of Lee Road (State Road 438) (a 100 foot right of way) South 89 degrees 24 minutes 23 seconds East a distance of 122.00 feet to a point; thence leaving the said centerline of Lee Road (State Road 438) (a 100 foot right of way) and travel North 3 degrees 36 minutes 41 seconds East a distance of 50.07 feet to a point on the Northerly Right of Way Line of Lee Road (State Road 438) (a 100 foot right of way), said point being the POINT OF BEGINNING; thence leaving said right of way line continue North 3 degrees 36 minutes 41 seconds East a distance of 690.67 feet to a point; thence travel North 89 degrees 53 minutes 58 seconds West, a distance of 3.76 feet to a point; thence travel North 1 degrees 52 minutes 48 seconds East a distance of 154.00 feet to a point; thence travel South 89 degrees 51 minutes 56 seconds East a distance of 840.11 feet to a point being on the West Line of Tract "A" of the "PARK GREEN" SUBDIVISION as recorded in Plat Book 10, Page 90, Public Records of Orange County, Florida; thence travel along said West Line of Tract "A" of the "PARK GREEN" SUBDIVISION South 1 degrees 52 minutes 48 seconds West a distance of 153.53 feet to a point; thence departing said West Line of Tract "A" of the "PARK GREEN" SUBDIVISION, travel North 89 degrees 53 minutes 58 seconds West a distance of 70.00 feet to a point; thence travel South 1 degrees 53 minutes 35 seconds West a distance of 298.92 feet to a point; thence travel North 88 degrees 06 minutes 25 seconds West a distance of 49.85 feet to a point; thence travel along the arc of a curve to the left a distance of 165.36 feet (said arc being subtended by a chord bearing South 65 degrees 16 minutes 43 seconds West a chord distance of 160.00 feet, having a radius of 186.42 feet) to a point; thence travel North 89 degrees 18 minutes 33 seconds West a distance of 535.30 feet to a point; thence travel South 3 degrees 36 minutes 41 seconds West a distance of 332.19 feet to a point on the said Northerly right of way line of Lee Road (State Road 438) (a 100 foot right of way); thence travel along said right of way line of Lee Road North 89 degrees 24 minutes 23 seconds West a distance of 50.07 to a point, said point being the POINT OF BEGINNING.

PARCEL TWO (EASEMENT ESTATE)

TOGETHER WITH A NON-EXCLUSIVE EASEMENT for the benefit for the above parcel as created by that certain Grant of Easement, dated November 20, 1985, and recorded November 11, 1985, in Official Records Book 3716, Page 1168, for ingress and egress and utilities.

EXHIBIT "C"

Roadway and Utility Easement

Commence at the Southwest corner of the North ½ of Southeast ¼ of the Northwest ¼ of said Section 1, Township 22 South, Range 29 East, Orange County, Florida; thence South 89°24'23" East, along the South line of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section 1, a distance of 487.85 feet; thence departing the South line of the North ½ of the Southeast ¼ of the Northwest ¼ of said Section 1, North 01°03'59" East, a distance of 50.00 feet to the Northerly right of way line of State Road No. 438 (Lee Road) and the Point of Beginning; thence departing the said Northerly right of way line, continue North 01°03'59" East, a distance of 281.23 feet; thence South 89°18'33" East, a distance of 31.00 feet; thence South 01°03'59" West, a distance of 281.17 feet to the Northerly right of way line of State Road No. 438 (Lee Road); thence North 89°24'23" West along the said Northerly right of way line, a distance of 31.00 feet to the Point of Beginning.

EXHIBIT "D"

Force Main Easement

A 10 ft. wide easement lying 5 ft. each side of the following described center line: From the Southwest corner of the North 1/2 of the SE 1/4 of the NW 1/4 of Section 1, Township 22 South, Range 29 East, Orange County, Florida, thence run S 89° 24' 23" E , 122.00 ft, along the South line thereof: thence N 03° 36' 41" E, 52.30 ft to the North right-of-way line of State Road No, 438; thence continue N 03° 36' 41" E , 638.31 ft.; thence N 89° 53' 58" W, 3.76 ft. ; thence N 01° 52' 48" E, 154.00 ft.; thence S 89° 53' 58" E, 774.21 ft. to the point-of-beginning. Run thence S 45° 10' W, 107.04 ft. ; S 12° 17' 20" W, 355.40 ft. , thence N 86° 14' 35" W, 297.45 ft. ; thence S 01° 16' 25" W, 111.00 ft. to the end of this description,

#353144 v1 - RenaissanceEasementforIngress& Utilities

STATE OF FLORIDA - COUNTY OF ORANGE
I HEREBY CERTIFY that this is a copy of
the document as recorded in this office.

MARTHA O. HAYNIE, COUNTY COMPTROLLER

By: [Signature], D.C.

DATED: 9/9/05

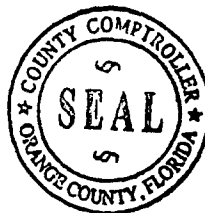


EXHIBIT "F"

JOINDER AND CONSENT OF MORTGAGEE

IN

DECLARATION OF CONDOMINIUM

OF

WATER COVE AT WINTER PARK

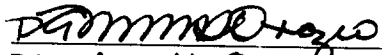
The undersigned owner and holder of a promissory note secured by a Mortgage recorded on September 14, 2005 in O.R. Book 8190, at Page 2295, of the Public Records of Orange County, Florida, encumbering real property described in the foregoing Declaration of Condominium of Water Cove at Winter Park, hereby joins in the making of the Declaration and agrees that the lien of said mortgage shall be subordinated to the use rights of unit owners in the Condominium. This provision shall not limit the right of the undersigned to foreclose against any unit in said Condominium which has not been formally released from the lien of said mortgage.


Upon the filing of the Declaration of Condominium, the Mortgage owned by the Mortgagee shall be upon the condominimized properties as set forth in the Declaration.


Dated this 2nd day of March, 2006.

WITNESSES:

FEDERAL TRUST BANK


Print: Ana M. Orozco

By: 
Print: Mary B. Harris
Vice President


Print: Robert W. Peacock Jr.

STATE OF FLORIDA)
COUNTY OF ORANGE)

The foregoing instrument was acknowledged before me this 2nd day of March, 2006, by Mary B. Harris, as Vice President of Federal Trust Bank, on behalf of the bank. [He] (She) [is personally known to me] has produced _____ as identification.

ROBERT W. PEACOCK JR.
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD326101
EXPIRES 7/25/2008
BONDED THRU 1-988-1111


Notary Public
Print name: ROBERT W. PEACOCK, JR.

My commission expires:

#351574 v1 - WaterfallCoveatWinterParkDeclaration