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DECLARATION OF CONDOMINIUM
FOR
WOODMILL POND CONDOMINIUM

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DECLARATION OF CONDOMINIUM
OF
WOODMILL POND CONDOMINIUM

Lennar Homes, LLC, a Florida limited liability company ("**Developer**") does hereby declare as follows:

1. Introduction and Submission:

1.1. The Land. Developer owns (or will own) fee simple title to that certain land located in Martin County, Florida, as more particularly described in **Exhibit 1** attached hereto (the "**Land**").

1.2. Submission Statement. Developer hereby submits the Land and all improvements erected or to be

(d) all amounts required to remove canvas canopies located within the Common Elements as required herein.

"**Common Surplus**" means the excess of all receipts of Association collected on behalf of the Condominium including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

"**Condominium**" shall have the meaning set forth in Section 1.3 hereof.

"**Condominium Documents**" means this Declaration and all of the exhibits hereto, as they may be amended from time to time.

"**Condominium Parcel**" means a Unit together with the undivided share in the Common Elements which is appurtenant to such Unit.

"**Condominium Property**" means the Land and the personal property that are subject to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

"**Construction Matters**" shall have the meaning set forth in Section 36 hereof.

"**County**" shall mean Martin County, Florida, including all of its agencies, divisions, departments, attorneys or agents employed to act on its behalf.

"**Data Transmission Services**" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

"**Declaration**" means this instrument as it is amended from time to time.

"**Defendant**" shall have the meaning set forth in Section 36 hereof.

"**Developer**" means Lennar Homes, LLC and its successors and such of their respective assigns as to which the rights of Developer hereunder are specifically assigned; provided however, a Unit Owner shall not solely by the purchase of a Condominium Parcel be deemed a successor to, or assignee of, the rights of Developer under this Declaration unless such Unit Owner is specifically so designated as such successor to, or assignee of, such rights in the respective instrument of conveyance or any other instrument executed by Developer. Developer may also assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer as are specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

"**Directors**" means the members of the Board.

"**Division**" means the Division of Florida Land Sales, Condominiums and Mobile Homes.

"**Families**" shall have the meaning set forth in Section 15.21 hereof.

"**Guarantee Expiration Date**" shall have the meaning set forth in Section 11.10.1 hereof.

"**Improvements**" mean all structures and artificial changes to the natural environment on the Condominium Property including, but not limited to, the Buildings.

"**Institutional First Mortgagee**" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Unit or Condominium Parcel or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Unit or Condominium Parcel initially or by assignment of an existing mortgage.

"**Insurance Trustee**" shall have the meaning set forth in Section 12.1 hereof.

"**Insured Property**" shall have the meaning set forth in Section 12.3.1 hereof.

"**Land**" shall have the meaning set forth in Section 1.1 hereof.

"**Limited Common Elements**" means those Common Elements which are designated by this Declaration for the exclusive use of a certain Unit or Units to the exclusion of other Units.

"**Mailbox**" shall have the meaning set forth in Section 3.7.3 hereof.

"**Monitoring System**" shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Condominium. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Units, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION

AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE CONDOMINIUM. DEVELOPER, AND ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY UNIT OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DEVELOPER AND ASSOCIATION THEIR EMPLOYEES, AGENTS, MANAGERS, DIRECTORS AND OFFICERS, ARE NOT INSURERS OF UNIT OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DEVELOPER AND ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

"Permit" shall mean the permit attached as **Exhibit 5** issued by the SFWMD.

"Preserve Areas" shall mean those areas within the Condominium designated as preservation areas by

"**Toll Calls**" shall have meaning given to such term by the Florida Public Service Commission and\or the Federal Communications Commission.

"**Turnover Date**" shall have the meaning given such term in the By-Laws which are attached hereto as **Exhibit 4**. Without limiting the foregoing, Developer shall never be obligated to turnover Association prior to the date currently required by law.

"**Unit**" means a part of the Condominium Property which is subject to exclusive ownership and which is further described in Section 3.5 hereof.

"**Unit Owner**" or "**Owner**" means the record owner(s) of legal title a Condominium Parcel.

"**Use Fees**" shall have the meaning set forth in Section 10.7 hereof.

"**Utilities**" shall include, but not be limited to, Telecommunication Services, gas, electricity, water and sewage and garbage and trash disposal. The inclusion of any of the foregoing in the description of Utilities is for illustration purposes only, and not a guaranty that any of such services will be available to the Condominium.

"**Voting Interest**" shall mean the voting rights appurtenant to each Unit, which is one (1) vote per Unit regardless of the number of Unit Owners with respect to such Unit.

3. Description of Condominium.

3.1. Location and General Description. The Condominium Property is situated in Martin County, Florida and consists of ten (10) Buildings containing a total of fifty (50) Units and the Common Elements therein. Each Unit is identified on **Exhibit 2** by a unique building and unit number. Other improvements included in the Condominium are a pool, pool deck, cabana, lakes, landscaping, parking areas, and all underground structures and improvements which are not part of or located within the Buildings, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

3.2. No Timeshares. No timeshare estates will or may be created with respect to Units in this Condominium.

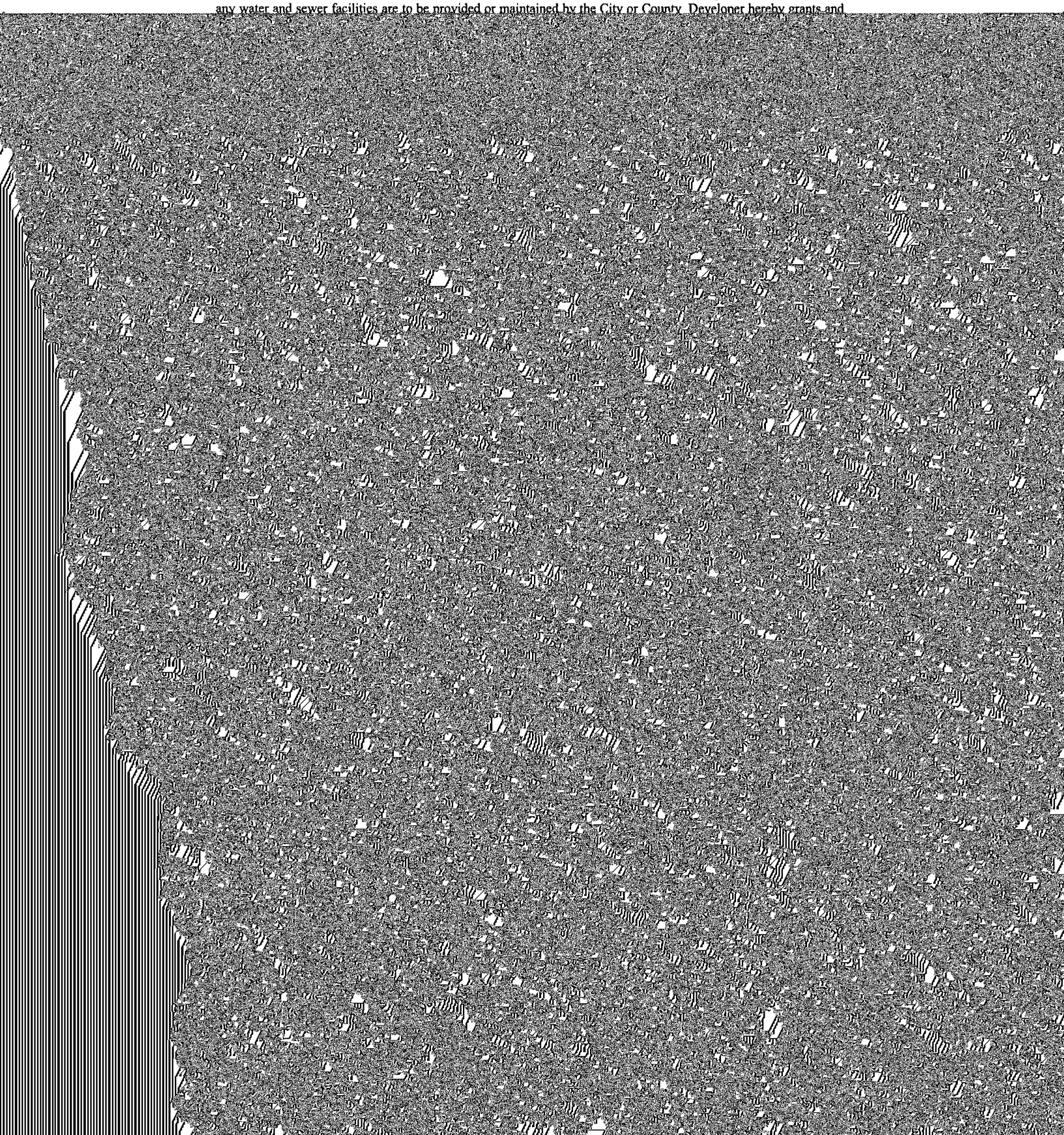
3.3. Recreational Areas and Facilities. The Condominium includes a pool, pool deck, and cabana. Developer may, but is not obligated to, construct additional recreation facilities. The pool, pool deck, and cabana

composition thereof without the prior written approval of Association. Each Unit Owner shall maintain and repair, as necessary whether ordinary or extraordinary, the driveway serving his or her Unit. In making such repairs, no changes shall be made to the driveways including, but not limited to, the color, texture or surface composition thereof without the prior written approval of Association.

3.7.5. Fences and Yard Areas Within Fences. Fences, if any, erected around a portion of a Unit

shall deem necessary or desirable for the proper operations and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the ongoing development of the Condominium, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. Association has the authority without the joinder of any Unit Owners, to grant, modify or move any easement in and about the Common Elements.

3.8.8. Water Transmission and Distribution Facilities Easement and Repair. To the extent that any water and sewer facilities are to be provided or maintained by the City or County, Developer hereby grants and



7.3.5. Parking Spaces, Mailboxes, and other Limited Common Elements. Unless otherwise provided in this Declaration, Association shall be responsible for performing necessary maintenance, repairs and replacements, and keeping in clean and orderly condition, all parking spaces (other than driveways), Mailboxes, or other facilities, if any, designated herein as Limited Common Elements, and the cost of the same shall be part of Common Expenses assessed against all Unit Owners.

7.3.6. Failure to Perform Responsibilities. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to all Limited Common Elements for that purpose or for the repair, replacement, and maintenance of all Limited Common Element screening and other facilities.

7.3.7. Fences.

7.3.7.1. Generally. The repair, maintenance and replacement of a fence shall be the responsibility of the Unit Owner having the exclusive use of such fence.

7.3.7.2. Shared Fence. Notwithstanding the provisions of Section 7.3.7.1, the cost of reasonable repair, maintenance and replacement of a fence that is shared by two (2) Units shall be shared equally by the Unit Owners of the Units sharing such fence without prejudice, however, to the right of any Unit Owner to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions.

7.3.7.3. Failure to Contribute. In the event a Unit Owner shall fail or refuse to pay his pro rata share of costs of repair, maintenance, or replacement of a shared fence (whether or not through his own fault or the fault of his insurance company to pay any claim), then in that event the Unit Owner advancing monies shall have a right to file a claim of lien for such monies advanced in the Public Records and shall have the right to foreclose said lien in accordance with the same procedural requirements as now provided for in Florida Statutes for foreclosure of a construction lien; provided, however, such claim of lien shall be filed within ninety (90) days from date repairs or replacements are made to the shared fence and suit thereon shall be commenced one (1) year from date such lien is filed.

7.3.7.4. Alterations. Subject to applicable building codes, Unit Owners shall not make any alterations, additions or structural changes to the fence.

7.3.7.5. Easement. Each Unit Owner sharing a fence shall have all easement rights reasonably necessary to perform the obligations contained herein over the shared fence.

7.4. Areas Outside Buildings. All exterior Condominium Property not within the boundaries of the Buildings (excluding areas between fences that have been closed off by a Unit Owner) and Building exteriors (including roofs) hereof shall be operated, maintained, replaced and repaired by the Association. Such operation and maintenance shall include, but not be limited to, the cost for insurance, landscaping, pavement replacement, directional signs, and shrubbery. The items to be maintained by Association shall include, but not be limited to, items such as the parking areas, roads, and mailboxes if located outside the boundaries of the Buildings, if any.

7.5. Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) if proceeds of insurance are made available therefor, all maintenance, repairs and replacements in or to the Common Elements and Limited Common Elements (other than certain of the Limited Common Elements as provided above, and otherwise as provided in this Declaration) shall be performed by Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. In order to operate the Condominium, it is possible that holes may be cut in walls to facilitate the placement of equipment benefiting the Condominium. Further, due to the location of these areas, it is possible that noise or vibration of equipment may be heard or felt inside the Units. The Condominium may be designed with a roof membrane. The roof may contain hooks or other apparatus in the floor or walls that will allow equipment to be used to clean windows of the Condominium. When windows are cleaned, there may be drops or swings placed on the roof. Trellises, if any, forming part of the roof shall be maintained, along with the rest of the roof by Association.

7.6. Waterbodies. BY ACCEPTANCE OF A DEED TO A UNIT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DEVELOPER, SFWMD, OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT. Developer, SFWMD, and Association shall not be obligated to erect fences, gates or walls around or adjacent to any waterbody or waterfall within the Condominium. No fence or other structure may be placed within any lake maintenance easement. Swimming and boating will not be permitted in any waterbody. No private docks may be erected within any waterbody forming part of the Common Elements.

7.7. Paved Common Elements. Without limiting any other provision of this Declaration, Association is responsible for the maintenance of all roads, pathways, sidewalks and parking areas (other than garages and driveways to Units) forming a part of the Common Elements, including, without limitation, the pruning of roots in the parking areas and other paved Common Elements. Although pavement appears to be a durable material, it

requires maintenance. Association shall have the right, but not the obligation, to arrange for an annual inspection of all roads and sidewalks forming a part of the Common Elements by a licensed paving contractor and/or engineer. The cost of such inspection shall be a part of the Common Expenses of Association. Association shall determine annually the parameters of the inspection to be performed, if any. By way of example, and not of limitation, the inspector may be required to inspect the roads and sidewalks forming part of the Common Elements annually for deterioration and to advise Association of the overall pavement conditions including any upcoming maintenance needs. Any patching, grading, or other maintenance work should be performed by a company licensed to perform the work. From and after the Turnover Date, Association should monitor the roads and sidewalks forming the Common Elements monthly to ensure that vegetation does not grow into the asphalt and that there are no eroded or damaged areas that need immediate maintenance.

7.8. Association's Right of Access to Units. Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements, Limited Common Elements or to another Unit or Units.

7.9. Light Fixtures. Prior to completion of the last Unit to be constructed in the Condominium, Developer or its designee, shall have the right but not the obligation, to cause those electric light fixtures which may be attached to the front exterior of the Buildings between Units, if any, plus those electric street lights adjoined or adjacent to each Building, if any, to be turned on and off via an automatic device. Association shall be responsible for the cost of the electricity, maintenance, repair and replacement of all parts of the electric light fixtures, the street lights and the automatic device. The light fixtures that are placed on the Buildings immediately outside the front exterior of each Unit, if any, will be manually operated by each Unit Owner from within the respective Unit. The replacement and maintenance of these fixtures, as well as the cost of electricity, shall be an expense to the Unit Owner.

7.10. Requirements. All work performed on the Condominium Property or any portion thereof shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by entities and/or individuals duly insured, licensed, if applicable, and qualified to perform such services.

7.11. Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Elements or Limited Common Elements are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Elements or Limited Common Elements and to perform all tests and make all repairs and/or replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test, repair and/or replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Elements or Limited Common Elements deemed defective by Developer during its inspections of the same. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of $250,000.00 which Association and Developer agree are a fair and reasonable remedy. Notwithstanding the foregoing, Association shall have all rights and remedies available under Chapter 718, Florida Statutes, including Sections 718.303(1) and 718.506, Florida Statutes, and with respect to claims alleging a "construction defect" (as defined in Section 558.002(4), Florida Statutes), the provisions of Chapter 558 of the Florida Statutes shall apply.

7.12. Surface Water Management System. To the extent the Surface Water Management System is not maintained by City, SFWMD, or other entity, Association shall maintain, repair, replace and insure the same and comply with all SFWMD permits and requirements.

7.12.1. Duty to Maintain Surface Water Management System. The Surface Water Management System will be owned, maintained, repaired and operated by Association as permitted by the SFWMD. Maintenance of the Surface Water Management System shall mean the exercise of practices which allow the systems to provide drainage, water storage, conveyance or other surface water or storm water management capabilities as permitted by the SFWMD. Any repair or reconstruction of the Surface Water Management System shall be as permitted or, if modified, as approved by the SFWMD. If owned by Association as Common Elements, the costs of the operation and maintenance of the Surface Water Management System shall be part of the Common Expenses of Association. The SFWMD shall have the right to enforce, by a proceeding at law or in equity, the provisions contained in this Declaration which relate to the maintenance, operation and repair of the Surface Water Management System. Association shall accept any and all transfer of permits from Developer. Association shall cooperate with Developer with any applications, certifications, documents or consents required to effectuate any such transfer of permits to Association.

7.12.2. Amendments Affecting Surface Water Management System. Any proposed amendment to the Condominium Documents which alter any provisions relating to the Surface Water Management System, beyond maintenance in its original condition, including any environmental conservation area and the water management portions of the Common Elements, must have the prior written approval of the SFWMD. Association's registered agent shall maintain copies of all Surface Water Management System permits and

correspondence respecting such permits, and any future SFWMD permit actions shall be maintained by Association's registered agent for Association's benefit.

7.12.3. Adjoining Areas. Except as otherwise provided herein, Association shall also maintain those drainage areas, swales, lake maintenance easements, conservation easement areas, lake slopes and banks, and landscape areas that are within the Common Elements and immediately adjacent to a Unit, provided that such areas are readily accessible to Association.

7.12.4. Right of Entry. Association shall have a perpetual non-exclusive easement over all areas of the Surface Water Management System for access to operate, maintain or repair such system. Additionally, 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 consent of the SFWMD.

7.13. Maintenance of Preserve Areas. Association shall be responsible for the maintenance of all Preserve Areas within Condominium in accordance with the Preserve Area Management Plan recorded in the Official Record Book 2155, Page 2612 in the Public Records of Martin County, Florida, as amended ("**Preservation Plan**"). PRESERVE AREAS ARE NOT TO BE ALTERED WITHOUT THE WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS."

7.13.1. Signs. All Preserve Areas shall be posted with permanent signs (boundary markers) approved by an Environmental Planner to indicate that a Preserve Area exists adjacent to a Unit. Such permanent signs shall read **"PRESERVE AREA – NOT TO BE ALTERED WITHOUT THE WRITTEN PERMISSION OF THE MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS."**

7.13.2. Maintenance and Management Activities. Maintenance and management activities of Preserve Areas shall be performed by or under the supervision of a qualified environmental professional and must be approved by an Environmental Planner. The following activities may be allowed within Preserve Areas only with the prior written approval of an Environmental Planner: (i) exotic plant removal; (ii) revegetation and planting of native vegetation; and (iii) removal of dead, diseased, or safety hazard plant material. All revegetation plans shall be submitted to an Environmental Planner for approval prior to implementation. Except for approved restoration and maintenance activities, Preserve Areas shall be left undisturbed. No debris such as plant clippings or wood scraps shall be allowed in Preserve Areas. Construction debris, abandoned equipment and trash shall be removed from Preserve Areas and disposed of according to local, state and federal regulations.

7.13.3. Annual Monitoring and Reporting. Association shall be responsible for annual monitoring and reporting to be conducted by a qualified, environmental professional and submitted under his or her signature to an Environmental Planner. Such monitoring shall be conducted each year at the end of the rainy season (usually by November 30) and a written report (a "**Report**") shall be submitted to such Environmental Planner within thirty (30) days of the completion of such monitoring. Monitoring and reporting shall be performed for a period of five (5) years following the Community Completion Date. After the initial five-year monitoring period, the Preserve Ares will be subject to periodic review and, if conditions warrant, will be subject to further monitoring and maintenance. Reports shall include the following:

7.13.3.1. changes in vegetation including encroachments and/or overgrowth of any noxious and exotic vegetation.

7.13.3.2. panoramic photographs of all Preserve Areas shall be included in such Reports.

7.13.3.3. recommendations for exotic vegetation removal, revegetation and any action necessary to maintain such Preserve Areas. Within ninety (90) days of submitting a Report to an Environmental Planner, a timetable shall be prepared and followed regarding such action.

7.13.3.4. a list of any violations of the Preservation Plan with recommendations on curing such violation(s) and a schedule of remedial action along with any enhancement activities for the following year.

7.13.4. Lake Littoral Areas. Association shall maintain the lake littoral areas as permitted by the Preservation Plan and/or SFWMD.

8. Architectural Control by Association. Any alterations, additions and improvements to the Condominium Property shall comply with the following:

8.1. Alterations by Unit Owners Other than Developer. No Unit Owner other than Developer, provided Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, shall, without first having obtained the written consent of the Board and all required governmental approvals and permits, make any alteration, replacement, decoration, enclosure, or addition in or to the Common Elements (including any Limited Common Element appurtenant to a Unit) or the Unit except for replacement of a foyer door, glass or screening contained within a Unit or Limited Common Element with glass, screening or door identical to the material that is being replaced. Without limiting the generality of the foregoing, no Unit Owner other than Developer, provided Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, without having first obtained the prior consent of the Board, shall:

8.1.1. change, modify and remove, in whole or in part, replace, reroute, or otherwise affect any column, wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for; or

8.1.2. change, modify or otherwise affect in any manner any mechanical, Utilities, electrical, plumbing, Telecommunication Services, architectural or structural system or element of the Buildings; or

8.1.3. remove, or change the style, pattern, material, texture or outside color of any door, window, fixture or equipment in or on an exterior of a Unit or Building wall; or

8.1.4. cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, any and all of which shall conform to building standards and Rules from time to time promulgated by the Board; or

8.1.5. affix to or cover any exterior door or window, or otherwise install on the exterior of any Unit or the Building, any storm or hurricane shutter which has not been approved by Association or any awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance; or

8.1.6. change, modify or otherwise affect in any manner the impact resistant glass windows and sliding glass doors, if any; or

8.1.7. otherwise change, modify or alter the exterior of any Unit or the Building so that it thereby differs in appearance from any other Units of the same type.

8.2. Requests for Approval. All requests by Unit Owners for approval of alterations or additions shall be submitted to the Board in writing together with (a) two (2) copies of such plans and specifications as the Board shall require to evaluate the request, and (b) such reasonable fee as from time to time may be fixed by the Board to defray the expenses of reviewing such requests. The Board shall have a period of forty-five (45) days after the date of its receipt of any such request within which to approve or disapprove the same, and if not approved within such forty-five (45) day period, such request shall be deemed rejected. Any Unit Owner making an addition, alteration, or improvement shall be deemed to have agreed to indemnify and hold Association and all other Unit Owners harmless from all damages and liability which results from such addition, alteration or improvement. In the event any Unit Owner performs any alterations, improvements or additions without having obtained the consent of the Board, Association shall have all remedies provided by the Act and the right to seek injunctive relief. In addition, Association may remove or modify any such alterations, improvements or additions at the Unit Owner's expense and shall be entitled to access to the Unit for the purpose of doing so.

8.3. Alterations by Association. Whenever, in the judgment of the Board, the Common Elements or any part thereof shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of Fifty Thousand Dollars ($50,000.00) in the aggregate in any calendar year, Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Voting Interests represented at a meeting at which a quorum is attained. Any such additions, alterations, or improvements to such Common Elements or any part thereof costing in the aggregate of Fifty Thousand Dollars ($50,000.00) or less in a calendar year may be made by Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. The dollar cap provided in this Section shall be adjusted annually to take into account changes in the cost of living as reflected in any nationally available consumer price index selected by the Board.

8.4. Alterations by Developer. As long as Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, Developer shall have the right, without the vote or consent of Association to:

8.4.1. Make structural and non-structural changes, alterations, additions, or improvements in and to the Units owned by Developer and to change the interior design and arrangement of Developer-owned Units; and

8.4.2. Change the size and/or number of Developer owned Units by combining all or part of two (2) or more Developer owned Units or by subdividing one (1) or more Developer owned Units (including any Units resulting from the prior combination of two (2) or more of Developer owned Units) or otherwise, and to reapportion among the affected Developer-owned Units their appurtenant undivided interest in the Common Elements, all only to the extent permitted by and according to the procedures provided in the Act. Any change in the number or size of Developer-owned Units and any reapportionment of that appurtenant undivided interest in the Common Elements shall be reflected by an amendment to this Declaration which shall contain a survey reflecting such change.

9. Operation of the Condominium by Association; Power and Duties; Limitation Upon Liability of

Owners for injury or damage, other than for the cost of maintenance and repair caused by any condition of the Condominium Property.

10. Assessments. Association has been granted the right to make, levy and collect Assessments against the Unit Owners to provide the funds necessary for the proper operation and management of the Condominium. The following provisions shall govern the making, levying and collecting of such Assessments for Common Expenses

attorneys' fees, paraprofessionals' fees and costs (pretrial and at all levels of proceedings, including appeals) whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

11.3. Liability not Subject to Waiver. No Unit Owner may exempt himself from liability for any Assessment or charge levied against such Unit Owner and his or her Unit by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements, or property owned by Association, or by abandonment of the Unit, or in any other manner.

11.4. Lien for Assessment. Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) Assessments levied against the Unit and the Unit Owner(s), thereof, and (2) interest, if any, which may become due on delinquent Assessments or charges owing to Association, and (3) reasonable costs and expenses, including without limitation, attorneys' fees, paraprofessionals' fees and costs pretrial and at all levels of proceedings, including appeals, which may be incurred by Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to Association may be established and foreclosed in the circuit court in and for County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect rent from the Unit Owner if the Unit Owner remains in possession of a Unit after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Unit to collect the rent if the Unit is leased or rented during the pendency of the foreclosure action. No foreclosure judgment may be entered against a Unit Owner until at least thirty (30) days after Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments and/or charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments and/or charges, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, Association may not recover attorney's fees or costs. The notice must be given by delivering copy to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees, paraprofessional fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a notice of contest of lien as provided in the Act.

11.5. Recording and Priority of Lien. The lien of Association shall be effective from and after recording in the Public Records of County a claim of lien stating the name and address of Association, the description of the Unit encumbered thereby, the name of the record Unit Owner, the amount and the date when due, and shall continue for one (1) year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction, in which case the lien shall continue until such action is brought to completion. Such claims of lien shall include Assessments and charges which are due and which accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, costs, attorney's fees, and paraprofessional fees, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording Association's claim of lien except that the lien of Association for tax or special assessment advances made by Association where any taxing authority having jurisdiction levies any tax or special assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interests in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to Association's claim of lien therefor, and Association's claim of lien for collection of such portion of any tax or special assessment shall specifically designate that the same secures an Assessment levied pursuant to this Declaration.

11.6. Effect of Foreclosure or Judicial Sale. Subject to the provisions of Section 11.9 hereof, a Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he or she is the Unit Owner, and is also jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the current Unit Owner may have to recover from the previous Unit Owner the amounts paid by the current Unit Owner.

11.7. Effect of Voluntary Transfer. When a Unit Owner proposes to sell or mortgage the Condominium Parcel in compliance with other provisions of this Declaration, Association, upon written request of Unit Owner shall furnish to the proposed, purchaser or mortgagee, a statement verifying the status of payment of any Assessment or charge which shall be due and payable to Association by the Unit Owner. Such statement shall be executed by any officer of Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and Association shall be bound by such statement. In the event that a Unit is to be sold or mortgaged at the time when payment of any Assessment or charge against the Unit Owner and the Unit is in default (whether or not a claim of lien has been recorded by Association) then the proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the purchaser or mortgagee first to payment of any then delinquent Assessment or charge or installment thereof due to Association before payment of the balance of such rent, proceeds of sale or mortgage to the Unit Owner responsible for payment of such delinquent Assessment. With any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and charges against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

11.8. No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment or charge shall not be deemed to be an election by Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall

proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of a suit at law to attempt to effect collection of any sum then remaining owing to it.

11.9. Institutional First Mortgagee.

11.9.1. The liability of an Institutional First Mortgagee or its successor or assigns that acquires title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title is limited to the lesser of: (i) the Unit's unpaid regular periodic Assessments for Common Expenses which accrued or came due during the six (6) months immediately preceding the acquisition of title and for which payment in full has not yet been received by Association; or (ii) one percent (1%) of the original mortgage debt. The provisions of this Section shall not apply unless the Institutional First Mortgagee joins Association as a defendant in the foreclosure action. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the first mortgagee.

11.9.2. The Institutional First Mortgagee or its successor or assigns acquiring title shall pay the amount owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount when due shall entitle Association to record a claim of lien against the Unit and proceed in the same manner as provided in this Section for the collection of unpaid Assessments.

11.9.3. The provisions of this subsection shall not be available to shield an Institutional First Mortgagee from liability for Assessments in any case where the unpaid Assessments sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage.

11.9.4. In the event of the acquisition of title to a Unit by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment(s) or charge(s) as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Unit Owners as a part of the Common Expenses, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

11.10. Developer's Liability for Assessments.

11.10.1. Developer shall be excused from the payment of the share of the Common Expenses and Assessments relating to Units it is offering for sale for a period beginning with the recording of this Declaration and ending the earlier of the date upon which Unit Owners control the Board or one (1) year from the first day of the following month in which the Certificate of Occupancy is issued (the "**Guarantee Expiration Date**"), provided that the regular monthly Assessments for Common Expenses equally imposed on each Unit Owner other than Developer shall not increase during such period over $482.00 per month and provided further that Developer shall be obligated to pay any amount of Common Expenses actually incurred during such period and not produced by the Assessments at the guaranteed level receivable from Unit Owners. The period that Developer is excused from the payment of the share of Common Expenses and Assessments relating to Units it is offering for sale may be unilaterally extended by Developer for one or more successive periods of one (1) year each until such time as Developer does not own any Units in the Condominium.

11.10.2. No funds receivable from Unit purchasers or Unit Owners payable to Association or collected by Developer on behalf of Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget, shall be used for payment of Common Expenses prior to the Guarantee Expiration Date. This restriction shall apply to funds including, but not limited to, capital contributions, reimbursements for utility deposits or start-up funds collected from Unit purchasers at closing. If an audit of Association's financial records, performed for the period which includes the Guarantee Expiration Date (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

11.11. Possession of Unit. Subject to Association's rights under this Declaration and under law, any person who acquires an interest in a Unit, except Institutional First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof) including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy of the Unit and enjoyment of the Common Elements in accordance with the purposes for which they are intended, provided that such occupancy and enjoyment do not hinder or encroach upon the lawful rights of other Unit Owners.

11.12. Certificate of Unpaid Assessments. Association shall provide a certificate stating all Assessments, Special Assessments and other moneys owed to Association by the Unit Owner with respect to the Condominium Parcel, within fifteen (15) days after request by a Unit Owner or Institutional First Mortgagee. Association may charge a Unit Owner requesting such a Certificate a processing fee, as determined by Association from time to time and in an amount not to exceed the amount permitted by the Act, for the preparation of such certificate.

12. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

12.1. Insurance Trustee. At any time the Board shall have the option to appoint a bank or trust company in Florida with trust powers to act as its insurance trustee ("**Insurance Trustee**") hereunder. Insurance Trustee and Association shall enter into a written agreement outlining the duties and obligations of Insurance Trustee and Association with respect to the requirements of this Declaration. Insurance Trustee (if appointed) shall not be liable

boundaries of the Unit, and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of Association; provided, however, that no payment shall be made to a Unit Owner until all mortgages and liens on his Unit have first been paid from his or her share of such funds in the order or priority of such mortgages and liens.

13.2. Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements; or if not, then in accordance with the plans and specifications approved by the Board, and if the damaged property which is to be altered is a Building, by a majority of Unit Owners of that Building. Notwithstanding the foregoing, each mortgagee of a Unit which will be altered shall have the right to approve the plans for the alteration, which approval shall not be unreasonably withheld.

13.3. Unit Owner Responsibility. If there is damage to those parts of the Condominium for which the responsibility of maintenance and repair is that of the Unit Owners, then the Unit Owners shall be responsible for all

14.3. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 14 specifically provided.

14.4. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

14.4.1. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Unit Owner.

14.4.2. Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and such mortgagees.

14.5. Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

14.5.1. Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagee in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to Association for any due and unpaid Assessments and Special Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

14.5.2. Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

14.5.3. Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus equally among the reduced number of Unit Owners (and among reduced Units).

14.5.4. Special Assessments. If the balance of the award (after payments to the Unit Owner and such Unit Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium affected by the taking. The Special Assessments shall be made in proportion to the applicable percentage shares of those Unit Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

14.5.5. Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Unit Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Unit Owners as they exist prior to the adjustments to such shares affected pursuant hereto by reason of the taking.

14.6. Taking of Common Elements. Awards for the taking of Common Elements or Limited Common Elements shall be used to render the remaining portion of the Common Elements or Limited Common Elements usable in the manner approved by the Board; provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Unit Owner and the mortgagees of the Unit.

14.7. Discretion of Board. In circumstances not covered by this Declaration or by law, a two-thirds (2/3) majority of the Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

14.8. Amendment of Declaration. The changes in Units, in the Common Elements, in the Limited Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by and executed upon the direction of a majority of the Board.

15. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and to protect the value of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions which each Unit Owner covenants and agrees to observe and follow:

15.1. Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of the Common Elements accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with the use or occupancy of any portion of such Common Elements including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees, shrubbery, or other buildings (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Condominium, and (e) design of any portion of the Condominium. Each person entering any portion of the Common Elements also expressly indemnifies and agrees to hold harmless Developer, Association, and their employees, directors, representatives, officers, agents, affiliates, attorney and any partners of the foregoing, from any and all damages, whether direct or consequential, arising from or relating to such person's use of the Common Elements including, without limitation, attorneys' fees, paraprofessional fees and costs pretrial and at all levels of proceedings, including appeals. Without limiting the foregoing, all persons using the Common Elements do so at their own risk. BY ACCEPTANCE OF A DEED, EACH UNIT OWNER ACKNOWLEDGES THAT THE COMMON ELEMENTS OR SURROUNDING AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, DOGS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING UNIT OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH UNIT OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

15.2. Awnings, Canopies and Shutters. No awning, canopy or shutter, including hurricane or storm shutters, shall be attached or affixed to the exterior of a Unit unless such awning, canopy or shutter has been approved by the Board in writing. Association will specify the type and color of all hurricane shutters which must be uniform for all Units. Association shall only approve the installation of hurricane shutters in a color approved by Association. Hurricane shutters approved by Association may only be installed or closed and remain in place during a hurricane or hurricane watch or alert, and such shutters must be removed or opened by the respective Unit Owner thereof within forty-eight (48) hours after the end of a hurricane watch or warning or as the Board may determine otherwise, and if not so removed or opened by a Unit Owner, such shutters may be removed or opened by Association at the expense of such Unit Owner. Shutters are not required as each Unit has impact resistant glass in accordance with the current building code. An approval by Association shall not be deemed an endorsement of the effectiveness of hurricane shutters. The Board has the absolute discretion to approve or disapprove any awning or canopy, but must approve the installation or replacement of hurricane shutters conforming to the hurricane shutter specifications adopted by the Board.

15.3. Balconies, Patios, Terraces. Unit Owners may not screen or tile the balconies, patios, or terraces, if any, without prior written approval of the Board.

15.4. Barbecue Grills. Barbecue grills are prohibited on any portion of the Condominium except on balconies, patios and/or terraces on the first floor of a Unit.

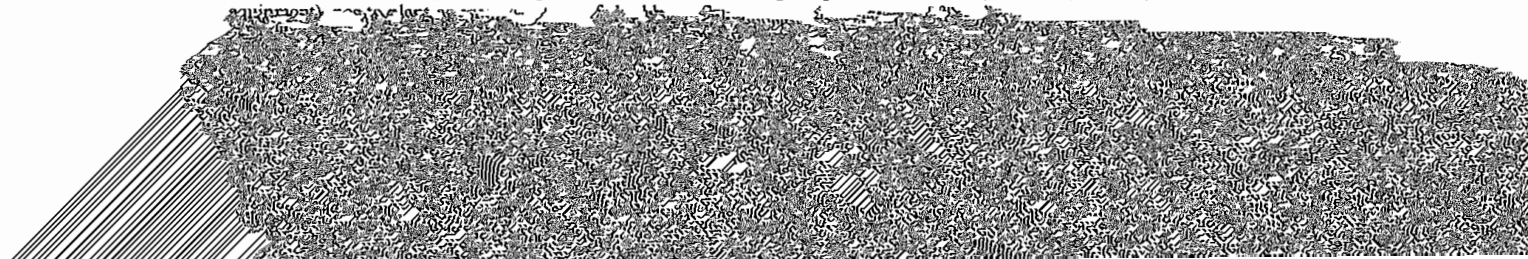
15.5. Bicycles. Bicycles may not be stored in the balconies, patios, terraces or in any place that causes the bicycle to be visible from the exterior of the Buildings. Bicycles are not permitted in any corridor or hallway of the Condominium, if any.

15.6. Boat/Boat Trailers. Boats and boat trailers may only be parked and/or stored in the garage of a Unit.

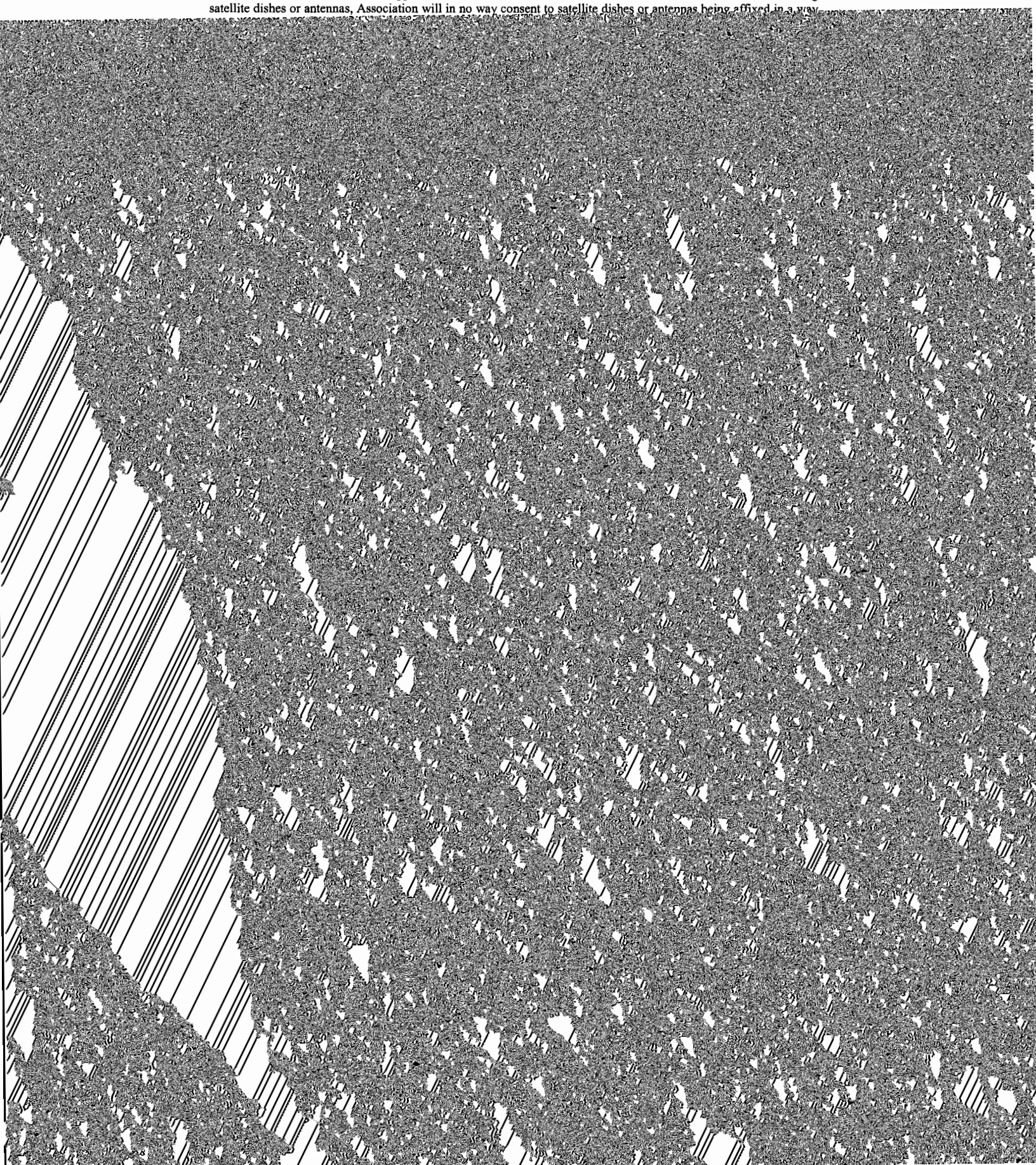
15.7. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes of which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

15.8. Effect on Developer; Association. The restrictions and limitations set forth in this Section 15 shall not apply to Developer or to Units owned by Developer unless the Rules or the Act, as it currently exists, require otherwise. Association shall have the power (but not the obligation) to grant relief in particular circumstances from the specific restrictions contained in this Section 15 for good cause shown.

15.9. Exterior Improvements; Landscaping. Without limiting the other provisions hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the Buildings (including, but not limited to, awnings, signs, storm shutters, furniture, fixtures, and



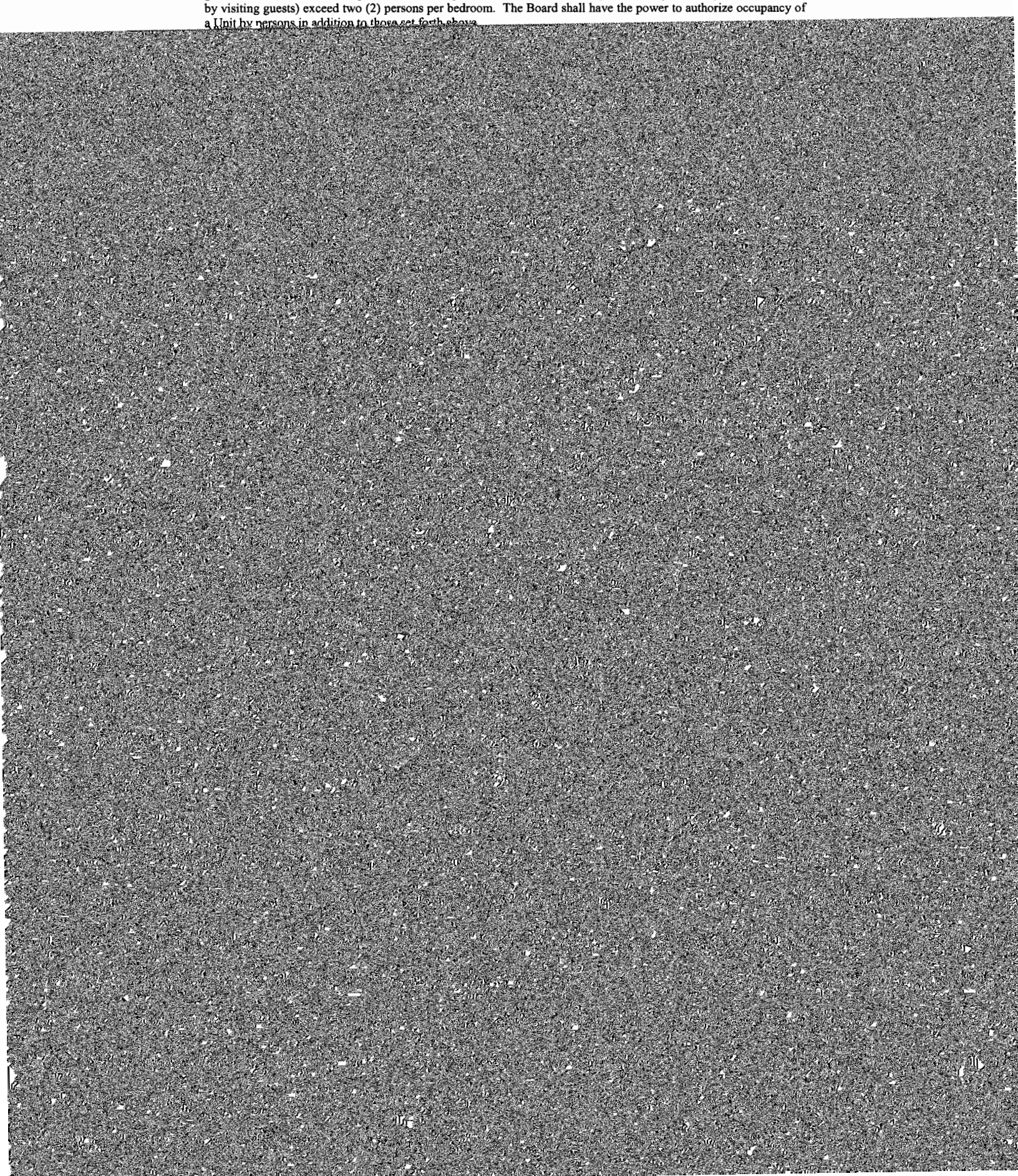
removable official flags not larger than four and one-half (4 1/2) feet by six (6) feet that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as permitted by the Act. Prior to placing or affixing satellite dishes or antennas within a Unit or on the Limited Common Elements of the Unit, Unit Owner shall obtain Association's written approval. Due to the restrictions set forth in Section 15.17.4 relative to affixing satellite dishes or antennas, Association will in no way consent to satellite dishes or antennas being affixed in a way



15.15.3. No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

15.16. Pets. Each Unit may house up to two (2) animals, in the aggregate, which may only be domestic

of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.



16.2. Approval by Association. To obtain approval of Association which is required for the transfer of Units, each Unit Owner shall comply with the following requirements:

16.2.1. Notice to Association.

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

16.2.1.2. Lease. A Unit Owner intending to make a bona fide lease of his or her Unit or any interest therein shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by Association.

16.2.1.3. Gift; Other Transfers. A Unit Owner who proposes to transfer his or her title by gift or in any other manner not heretofore considered, shall give to Association a transfer fee (in an amount determined by the Board and permitted by the Act) and notice pursuant to a form approved by Association of the proposed transfer of his or her title, together with such information concerning the transferee as Association may reasonably require, and a copy of all instruments to be used in transferring title.

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

16.2.1.5. Effect and Manner of Notice. The giving of notice shall constitute a representation and warranty by the offeror to Association and any purchaser or lessee produced by the Board, as hereinafter provided, that the offering is a bona fide offer in all respects. The notice shall be given by certified mail, return receipt requested, or delivered by professional courier or by hand delivery to Association which shall give a receipt therefor.

16.2.2. Certificate of Approval.

16.2.2.1. Sale. If the proposed transaction is a sale, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove of the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the purchaser and shall be recorded in the Public Records of County.

16.2.2.2. Lease. If the proposed transaction is a lease then, within fifteen (15) days after receipt of such notice and information, Association must either approve or disapprove of the proposed transaction. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the lessee.

16.2.2.3. Devise or Inheritance. Any person who has obtained a Unit by devise or inheritance (except for the spouse, parents or children of the immediately previous Owner of such Unit) shall give to Association notice thereof together with such information concerning the person(s) obtaining such Unit as may be reasonably required by the Board and a certified copy of the instrument by which such Unit was obtained. If such notice is not given to Association, then at any time after receiving knowledge thereof, the Board shall proceed in accordance with Section 16.2 as if it had been given such notice on the date of receipt of such knowledge. Within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove the proposed transfer. If approved, the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the person receiving title by devise or inheritance.

16.2.2.4. Gift; Other Transfers. If the Unit Owner giving notice proposes to transfer his or her title by gift or in any other manner, then, within thirty (30) days after receipt of such notice and information, Association must either approve or disapprove of the proposed transfer of title to the Unit. If approved, the approval shall be upon such terms and conditions as Association may reasonably require, and the approval shall be stated in a certificate executed by the proper officers of Association in recordable form and shall be delivered to the Unit Owner and shall be recorded in the Public Records of County.

16.2.3. Approval of Owner other than an Individual. Inasmuch as the Condominium may be used only for residential purposes, and a corporation, trust or other entity cannot occupy a Unit for such use, if the Unit Owner or purchaser of a Unit is a corporation, trust or other entity, the approval of ownership by the corporation, trust or other entity shall be conditioned upon the primary occupant of the Unit being approved by Association. Any change in such primary occupant or beneficial owners of the Unit shall be deemed a change of ownership subject to Association approval pursuant to this Section.

16.3. Disapproval by Association. Although a Unit Owner complies with the foregoing requirements, Association may disapprove of the transfer. If Association disapproves of a transfer of a Unit, the matter shall be disposed of in the following manner:

16.3.1. 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 by Association, Association shall deliver by professional courier, hand-delivery, mail, or by certified mail, to the Unit Owner, an agreement to purchase by Association, or a purchaser approved by Association who will purchase and to whom the Unit Owner must sell the Unit, upon the following terms:

16.3.1.1. The price to be paid by the purchaser, to be identified in the agreement, shall be that stated in the disapproved contract to sell.

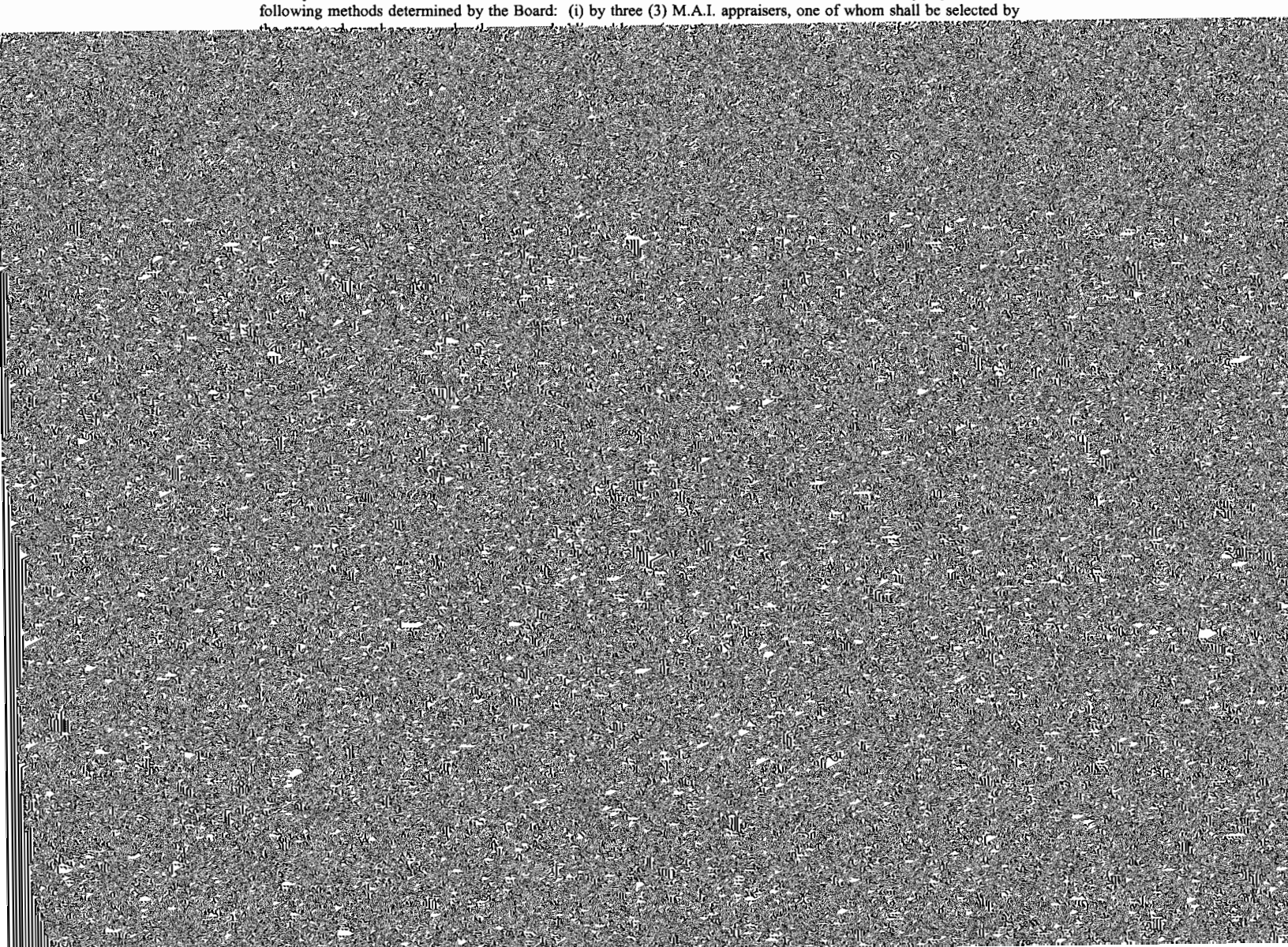
16.3.1.2. The purchase price shall be paid by cashier's check or federal wire.

16.3.1.3. The sale shall be closed within ninety (90) days after the delivery or mailing of the agreement to purchase to the Unit Owner and shall be upon terms no less favorable than the terms of the disapproved contract.

16.3.1.4. If Association fails to provide a purchaser upon the demand of the Unit Owner in the manner provided, or if a purchaser furnished by Association shall default in his or her agreement to purchase, the proposed transaction shall be deemed to have been approved and Association shall furnish a certificate of approval as provided in this Section 16.

16.3.2. Lease. In the event the Association disapproves of a transfer of possession of a Unit by lease, then the Unit Owner shall not lease the Unit to the intended lessee for whom the Unit Owner sought approval.

16.3.3. Transfer by Gift, Devise or Inheritance. In the event the Association disapproves of such transfer of title by gift, devise or inheritance, the Association shall advise in writing within such thirty (30) day period, the person who has obtained such title of a purchaser or purchaser approved by the Association to purchase the respective Unit at its fair market value. The fair market value of the Unit will be determined by any one of the following methods determined by the Board: (i) by three (3) M.A.I. appraisers, one of whom shall be selected by



16.7.2. Notice of Suit. A Unit Owner shall give notice to Association of every suit or other proceeding which may affect the title to his or her Unit; such notice is to be given within five (5) days after the Unit Owner receives knowledge thereof.

16.7.3. Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial sale.

17. Compliance and Default. Each Unit Owner, every occupant of a Unit and Association shall be governed by and shall comply with the terms of this Declaration, all exhibits attached hereto, and the Rules. Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

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

17.2. Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the Articles, the By-Laws, the Rules or any other agreement, document or instrument affecting the Condominium Property or administered by Association, in the manner required, Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to the extent permitted by, and in accordance with, the Act, and to sue in a court of law for damages. In addition, Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or Limited Common Elements or to another Unit or Units.

17.3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or Association to comply with the requirements of the Act, this Declaration, the Exhibits attached hereto or the Rules, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, paraprofessional fees and costs, pretrial and at all levels of proceedings, including appeals, as may be awarded by the court.

17.4. No Waiver of Rights. The failure of Association or any Unit Owner to enforce any covenant, restriction or other provision of the Act, this Declaration and the exhibits shall not constitute a waiver of their right to do so thereafter.

18. Merger of Condominium and/or Association. When the Board intends to merge the Condominium, or merge Association, the Board shall so notify the Division before taking any action to merge the Condominium or Association. The Condominium may be merged with one or more condominiums to form a single condominium upon (i) the approval of such Voting Interests of each condominium as is required by each declaration for modifying the appurtenances to the Units or changing the proportion or percentages by which the owners of the Condominium Parcels share the Common Expenses and own the Common Surplus, and (ii) the recording of new or amended Articles of Incorporation, Declaration(s) of Condominium and/or By-Laws.

19. Termination of Condominium and/or Dissolution of Association. When the Board intends to terminate the Condominium, or dissolve Association, the Board shall so notify the Division before taking any action to terminate the Condominium or dissolve the Association. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Unit Owners owning at least eighty percent (80%) of the applicable interests in the Common Elements (after twenty percent (20%) of the Units have been sold to Unit Owners other than Developer, Developer will not vote the Units owned by it for such withdrawal unless the Unit Owners of at least eighty percent (80%) of all other applicable interests in the Common Elements so elect for such withdrawal, at which time Developer may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit) and written consent by all of the holders of recorded liens affecting any of the Condominium Parcels. In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of the sale shall be divided among all Unit Owners in proportion to their respective interest in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such net proceeds all mortgages and liens of his or her Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of Association executed by its President and one other officer of Association, certifying as to the basis of the termination and such certificate shall be recorded in the Public Records. Within thirty (30) business days following the recordation of such certificate, Association shall (i) notify the Division of the termination and the date the certificate was recorded, the county where the certificate was recorded, and the book and page number of the public records where the certificate was recorded, and (ii) provide the Division with a copy of the recorded certificate certified by the clerk of County. This Section may not be amended without the consent of all Institutional First Mortgagees and Developer so long as it owns any Unit. Such prior consent of the Institutional First Mortgagees may not be unreasonably withheld. In the event Association is dissolved and any portion of the Surface Water Management System is part of the Common Elements, the Surface Water Management System shall be conveyed an appropriate agency of local government and, if not accepted, then the Surface Water Management System shall be dedicated to a similar non-profit corporation.

20. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, after providing adequate proof of their status and upon written request to Association, to:

20.1. Examine Association's books and records; and require copies of the annual reports and other financial data;

20.2. Receive notice of Association's meetings and attend such meetings;

20.3. Receive notice of an alleged default by any Unit Owner, for whom such Institutional First Mortgagee holds a mortgage, which is not cured within sixty (60) days of notice of default to such Unit Owner; and

20.4. Receive notice of any substantial damage or loss arising from a casualty or a condemnation to any portion of the Condominium Property.

20.5. Receive notice of any amendment to this Declaration affecting Unit boundaries or changes in Common Elements or terminating the Condominium.

20.6. Receive notice of the lapse, cancellation or other material modification of any insurance policy maintained by Association.

21. Covenant Running With The Land. All provisions of this Declaration, the Articles, By-Laws and applicable Rules shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units, shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and the Rules, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration and the Articles, By-Laws and the Rules by such Unit Owner, tenant or occupant.

22. Developer's and Association's Additional Rights.

22.1. Marketing Items. Developer, its agents, affiliates, or assigns, and any other person or entity designated by Developer, shall have the right to market Units in advertisements and other media by making reference to the Condominium, including, but not limited to, pictures or drawings of the Buildings and the Common Elements. All logos, trademarks, and designs used in connection with the Condominium are the property of Developer, and Association shall have no right to use the same after the Turnover Date except with the express written permission of Developer.

22.2. Developer's Limited Right of Entry. Developer shall have the perpetual right to access and enter the Common Elements and Limited Common Elements at any time, even after the Turnover Date, for the purpose of inspection and testing the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Association and each Unit Owner shall give Developer unfettered access, ingress and egress to the Common Elements and Limited Common Elements so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Developer shall have the right to make all repairs and replacements deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. At no time shall Association and/or a Unit Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Elements or Limited Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise.

22.3. Telecommunications Services

22.3.1. Right to Contract for Telecommunications Services. Association has the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for the Condominium. Prior to the Turnover Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer.

22.3.2. Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon the Condominium Property for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon the Condominium Property for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of the Condominium Property, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of the Common Expenses of Association and shall be assessed as a part of the Assessments. Notwithstanding the foregoing, from

and after the Turnover Date, such easements shall be cancelable by Association in accordance with the terms of the Act.

22.3.3. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Elements and/or any Unit to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Elements and/or any Unit disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Elements and/or any Unit immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia Bank N.A. on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

22.3.4. Developer's Rights. Each Unit Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners that are not subject to a homeowners association or condominium association in County. Each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

22.4. Monitoring System

22.4.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for the Condominium. Prior to the Turnover Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. In the event the Monitoring System is installed by a party other than Developer, each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from such party in connection with the costs of operating and maintaining the Monitoring System. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer. Developer, including its agents, affiliates, licensees, nominees, designees, contractors, successors, assigns, or any other entity or individual authorized by Developer, may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Turnover Date. In addition, all Unit Owners specifically acknowledge that the Condominium may, but is not obligated to, have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

22.4.2. Components. The Monitoring System, if installed, may include a central alarm system, wireless communication to Units, one or more manned gatehouses, one or more electronic gates, and roving attendants on foot or using vehicles, or any combination thereof. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Turnover Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Unit Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Turnover Date without the prior written consent of Developer.

22.4.3. Part of Common Expenses. If furnished and installed, the cost of operating and monitoring any Monitoring System may be included in the Common Expenses of Association and may be payable as a portion of the Assessments against Unit Owners. The purpose of the Monitoring System will be to control access to the Condominium. Each Unit Owner understands that the expense of the Monitoring System may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners in County that are not subject to a homeowners association or condominium association.

22.4.4. Unit Owner's Responsibility. All Unit Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the

Unit Owners or Association with respect to such Monitoring System, and the Unit Owners and Association shall not make any claim against Developer for any loss that a Unit Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Unit Owner and Association are responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Condominium. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Unit Owner and the occupant of each Unit acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Unit Owners or Units, or the personal property located within the Units. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

23. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONDOMINIUM DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

23.1. IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM AND THE VALUE THEREOF;

23.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

23.3. THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE CONDOMINIUM (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS). NOTHING IN THIS SECTION 23 SHALL LIMIT THE RIGHT OF ANY UNIT OWNER TO SUE ASSOCIATION FOR ITS OWN NEGLIGENCE OR ITS WILLFUL ACTS OR OMISSIONS OR FOR ANY LIABILITY PROVIDED IN THE ACT ON THE DAY THIS DECLARATION IS RECORDED AMONG THE PUBLIC RECORDS OF COUNTY.

24. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE CONDOMINIUM DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO CONDOMINIUM DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD FIRST BE SUBMITTED TO MEDIATION AND, IF NOT SETTLED BY MEDIATION, SHALL THEREAFTER BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C § 1 ET. SEQ.) AND NOT BY A COURT OF LAW. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT. **THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN A COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE BUYER'S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(A), FLORIDA STATUTES. FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE BUYER; AND WARRANTY RIGHTS ON YOUR UNIT AND IMPROVEMENTS. THE DIVISION OF**

FLORIDA LAND SALES HAS CONTESTED THE ENFORCEABILITY OF THESE PROVISIONS. UNTIL THERE IS AN ADMINISTRATIVE RULE, LEGISLATIVE CHANGE OR OTHER DEFINITIVE RESOLUTION, YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THIS PROVISION. IN THE EVENT ANY CLAIM IS NOT SUBJECT TO MEDIATION AND/OR ARBITRATION, EACH OWNER AGREES THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WHETHER IN CONTRACT AND/OR TORT, BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO THE CONDOMINIUM DOCUMENTS SHALL BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT JURY.

25. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN COUNTY (AS DEFINED IN SECTION 2 OF THIS DECLARATION). DEVELOPER HAS AN OFFICE IN COUNTY AND EACH UNIT IS LOCATED IN COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN COUNTY. IN ADDITION TO THE FOREGOING, EACH UNIT OWNER AND DEVELOPER AGREE THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN COUNTY.

26. Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH UNIT OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THE PROVISIONS OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH UNIT OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH UNIT OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH UNIT OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE CONDOMINIUM PROPERTY TO THIS DECLARATION, EACH UNIT OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH A UNIT OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF UNIT OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA. NOTWITHSTANDING THE FOREGOING, THIS PROVISION SHALL NOT ABRIDGE ANY RIGHTS PROVIDED BY THE ACT.

27. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE LAND ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE LAND. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE LAND, EACH SUCH UNIT OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES, OR ANY NOISES RESULTING THEREFROM, SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE LAND WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE LAND HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

28. Parking Areas. Due to climate and annual rain fall in Florida, and other matters which are beyond Developer's control, it is not unusual to have water accumulation in low level parking areas. Each Unit Owner acknowledges and agrees that a portion of the parking areas, if any, may be located below the federal flood plain and may be subject to water accumulation. In the event of flooding, any automobiles and/or personal property stored therein are susceptible to water damage. By acquiring title to, or taking possession of, a Unit, or accepting the assignment of a parking space, each Owner, for such Owner and the Owner's tenants, guests and invitees, hereby expressly assumes any responsibility for loss, damage or liability resulting therefrom. Additionally, insurance rates, both for the Association in insuring the parking areas, and for Owners, may be higher than if the parking area was above the federal flood plain.

29. Golf Course.

29.1. Some units in the Condominium are located adjacent to the Mariner Sands Golf Course. The flight of a golf ball is extremely difficult to control. Depending upon the location of the Unit and the manner in which a golf shot is hit, a golf ball may periodically fly onto the Unit or the Condominium or strike the Unit. While all Units and in particular Units adjacent to the golf course are subject to being hit by golf balls, units on the right hand side of a course and in or around doglegs on golf holes are subject to being hit more often. Because Developer and the Association do not monitor players at the golf course, and because of the difficulty in controlling the flight of a golf ball, Developer and/or Association shall not be responsible for golf balls that strike the Unit or any damages caused by same. Each Owner and Occupant of a Unit is placed on notice that:

29.1.1. maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;

29.1.2. maintenance activities can be noisy;

29.1.3. the golf course will be periodically heavily fertilized;

29.1.4. the golf course maintenance can require the use of chemicals and pesticides;

29.1.5. the golf course may be watered with reclaimed water, although reclaimed water is not currently being used; and

29.1.6. golf balls are extremely difficult to control and may enter a Unit Owner's airspace, strike an Owner, Owner's guests, yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage. Each Owner is responsible for taking such action as such Owner deems appropriate to protect persons and property.

29.2. Developer and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, and the Association, and their respective agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, successors and assigns, shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (1) any invasion of the use or enjoyment of the Condominium or Unit by Owners, any other occupants of the Unit, or any of their respective agents, contractors or invitees, (2) design of the golf course, proper or improper, (3) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), and (4) trespass by any golfer on a Unit or the Condominium, or that may result from property damage or personal injury from golf balls (regardless of number) hit onto the Unit or adjacent property or roadways. Furthermore, each Owner assumes the risk inherent in owning property adjacent to or nearby a golf course including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold Developer and the Association harmless from any and all loss arising from claims by such Owner, any other occupants of the Condominium, or any of their respective agents, contractors or invitees, or any other persons using or visiting the Unit, or for any personal injury or property damage.

30. Notices. All notices to Association required or desired hereunder or under the By-Laws shall be sent by certified mail (return receipt requested) or by professional courier with receipt to Association at its office at the Condominium, or to such other address as Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to Association. All notices shall be deemed to have been given when received or five (5) business day after proper mailing, whichever shall first occur.

31. Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation. This Declaration and its Exhibits may be executed in counterparts.

32. Mortgagees. Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by Association.

33. Exhibits. All Exhibits attached to this Declaration shall form a part of this Declaration as if set forth herein.

34. Blocked Views; Trees and Shrubbery. There is no guarantee that any Unit shall have any specific view. The (1) maturation of trees and shrubbery, (2) construction of other condominiums, or (3) construction of any other improvement may partially or entirely block the view of each Unit. Additionally, Developer shall not be responsible for any reduction in privacy caused by the removal or pruning of trees and shrubbery within the Condominium Property. Unit Owners shall not cut down trees and shrubbery nor plant additional trees and shrubbery within the Common Elements or Limited Common Elements.

35. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or applicable Rules, said dispute or litigation shall be governed by the laws of the State of Florida.

36. Construction Matters. All Units and their appurtenant Common Elements have been or will be sold without any Developer warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "**Construction Matters**"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that (i) the party or parties bringing same shall have first given notice to Developer or other party against whom relief or recovery is sought (the "**Defendant**") of the specific Construction Matters complained of and a description of the damage or loss allegedly resulting therefrom, if known, and provide Defendant with an opportunity to inspect the Unit(s), Limited Common Elements, and/or Common Elements to assess the alleged Construction Matters, as is required by and set forth in Chapter 558 of the Florida Statutes. If the Construction Matters are not cured or corrected in accordance with the procedure set forth in Chapter 558 (or within a reasonable time if the statute is vacated), all applicable parties shall be bound to submit the disputes or claims regarding Construction Matters at issue solely to binding arbitration in accordance with the Florida Arbitration Code and the rules of the American Arbitration Association and the parties and their successors and assigns shall be bound by the results of such arbitration. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 36, as shall Association. **THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE DISPUTES CONCERNING CONSTRUCTION MATTERS. THE DIVISION OF FLORIDA LAND SALES HAS CONTESTED THE ENFORCEABILITY OF THESE PROVISIONS. UNTIL THERE IS AN ADMINISTRATIVE RULE, LEGISLATIVE CHANGE, OR OTHER DEFINITIVE RESOLUTION, YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS. IN THE EVENT ANY CLAIM IS NOT SUBJECT TO ARBITRATION, EACH OWNER AGREES THAT ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WHETHER IN CONTRACT AND/OR TORT, BASED ON, ARISING OUT OF , IN CONNECTION WITH OR IN ANY WAY RELATED TO THE CONDOMINIUM DOCUMENTS SHALL BE HEARD IN A COURT PROCEEDINGS BY A JUDGE AND NOT A JURY.**

37. Eligibility Requirements for Board Membership. Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners. A person who has been convicted of a felony by any court of record in the United States and who has not had his or her right to vote restored pursuant to law in the jurisdiction of his or her residence is not eligible for membership on the Board.

38. Concierge and/or Manager. Association may, but is not obligated, to retain a concierge and/or manager to assist the Board in connection with the operation of the Association. Without limiting any other provision hereof, Association may hire a concierge who will perform services for individual Unit Owners for which a Use Fee may or may not be charged.

39. Execution of Documents; Attorney-in-Fact. Wherever the signature of the President of Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of Association in two separate capacities. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Unit Owner, by reason of the acceptance of a deed to such Unit Owner's Unit, hereby agrees to execute, at the request of Developer and its affiliates, any and all amendments to the existing documents as they may be hereafter amended; and each such Unit Owner further appoints hereby and thereby Developer as such Unit Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Unit Owner, any and all of such documents or consents that may be required from time to time by the City, County or applicable governmental subdivisions or agencies where the Condominium is located. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of Developer.

40. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, the Rules or any other rules and/or regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

41. Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

42. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles, By-Laws, and the Rules are fair and reasonable in all material respects.

43. Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

44. Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

45. Refund of Taxes, Fees and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

46. Title Documents. Each Owner by acceptance of a deed to a Unit acknowledges that such Unit is subject to certain land use and title documents and all amendments thereto, which include, among other items, unrecorded land use documents, documents recorded in the Public Records, and any other documents affecting title to the Condominium (collectively, the "**Title Documents**") which include, without limitation, the following:

46.1. Easement recorded in Deed Book 37 at Page 435, as assigned by Assignment of Communications Systems Easements, Rights-of-Way, and Licenses recorded in Official Records Book 821 at Page 1406.

46.2. Sidewalk Easement recorded in Official Records Book 881 at Page 1858.

46.3. Utility Easement recorded in Official Records Book 1140 at Page 2446.

46.4. Resolution Number DRC 06-4.1 recorded in Official Records Book 2155 at Page 2612.

46.5. Unity of Title recorded in Official Records Book 2155 at Page 2653.

46.6. Water and Wastewater Service Agreement recorded in Official Records Book 2145 at Page 922.

ALL OF THE DOCUMENTS REFERRED TO ABOVE ARE RECORDED IN THE PUBLIC RECORDS AND ARE INCORPORATED HEREIN BY REFERENCE AS IF FULLY SET FORTH HEREIN.

Developer's plan of development for the Condominium may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Unit Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Unit Owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Unit Owner agrees, by its acceptance of a deed to a Unit:

a. to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and

b. that such Unit Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Turnover Date, Association shall assume all of the obligations of Developer under the Title Documents which affect the Condominium or by an amendment to this Declaration recorded by Developer in the Public Records of County, from time to time, and in the sole and absolute discretion of Developer.

47. Fannie Mae and HUD/VA Provisions. So long as required in connection with Fannie Mae and/or HUD/VA financing of the purchase of a Condominium Parcel, the following provisions shall supersede other provisions herein to the contrary.

47.1. Eligible Mortgage Holders. The term "**Eligible Mortgage Holder, Insurer or Guarantor**" shall mean a holder, insurer or guarantor of a first mortgage on a Unit in the Condominium that has submitted a written request to Association (i) to be notified of any proposed action requiring consent of a specified percentage of those holders, insurers or guarantors, (ii) stating the name and address of the entity requesting the information and (iii) stating the Unit number or address of the Unit on which such mortgage holder, insurer or guarantor has the mortgage.

47.2. Notice Rights of Eligible Mortgage Holders, Insurers or Guarantors. Eligible Mortgage Holders, Insurers or Guarantors of a first mortgage on a Unit in the Condominium have, upon written request, the right to timely written notice of:

47.2.1. Any proposed amendment to the Condominium Documents effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the Common Elements or Limited Common Elements appertaining to any Unit or the liability for Common Expenses appertaining

thereto, (iii) the number of votes in Association allocated to each Unit, or (iv) the purposes to which any Unit or the Common Elements are restricted;

47.2.2. Any proposed termination of the Condominium;

47.2.3. Any condemnation loss or casualty loss that affects either a material portion of the Condominium or any Unit secured by a mortgage;

47.2.4. Any sixty (60) day delinquency in the payment of Assessments or charges owed by the Unit Owner of any Unit on which it holds the mortgage;

47.2.5. Any lapse, cancellation, or material modification of any insurance policy maintained by Association; and

47.2.6. Any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

47.3. Other Provisions for First Lien Holders. To the extent possible under applicable law, the following protections for the benefit of first mortgage holders must be legally binding with respect to the Condominium by virtue of the Condominium Documents, applicable law or otherwise:

47.3.1. Any restoration or repair of the Condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Mortgage Holders are allocated, is obtained.

47.3.2. Any action to terminate the Condominium after substantial destruction or a substantial taking in condemnation of the Condominium Property must be agreed to by Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and by the Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Mortgage Holders are allocated.

47.3.3. Unless the formula for reallocation of interest in the Common Elements after a partial condemnation or partial destruction of the Condominium is fixed in advance by this Declaration or by applicable law, no reallocation of interest in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium may be affected without the approval of the Eligible Mortgage Holders of first mortgages on Units to which at least fifty-one percent (51%) of the votes of Units subject to mortgages held by such Eligible Mortgage Holders are allocated.

47.4. Additional Provisions for Termination of Condominium and Amendment to Condominium Documents. The provisions of this Section 47.4 do not apply to amendments to the Condominium Documents or termination of the Condominium made as a result of destruction, damage or condemnation, as provided for in Section 47.3 hereof.

47.4.1. The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and the approval of the Eligible Mortgage Holders to which at least sixty-seven percent (67%) of the votes of Units subject to a mortgage appertain, shall be required to terminate the Condominium.

47.4.2. The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and the approval of Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to materially amend any provision of Condominium Documents or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following and/or any items listed as material provisions in Section 601.03 of Part VIII (Project Standards), Chapter 6 (Legal Requirements) of the Fannie Mae Selling Guide dated as of April 30, 1993:

47.4.2.1. Voting;

47.4.2.2. Assessments, assessment liens or subordination of such liens;

47.4.2.3. Reserves for maintenance, repair and replacement of the Common Elements;

47.4.2.4. Insurance or Fidelity Bonds;

47.4.2.5. Right to use of the Common Elements;

47.4.2.6. Responsibility for maintenance and repair of the separate portions of the Condominium;

47.4.2.7. Expansion or contraction of the Condominium or the addition, annexation or withdrawal of property to or from the Condominium;

47.4.2.8. Boundaries of any Unit;

47.4.2.9. The interest in the Common Elements or Limited Common Elements;

47.4.2.10. Convertibility of Units into Common Elements or of Common Elements into Units;

47.4.2.11. Leasing of Units;

47.4.2.12. Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit in the Condominium; or

47.4.2.13. Establishment of self-management by Association where professional management has been in place.

47.4.3. The consent of Unit Owners to which at least sixty-seven percent (67%) of the votes in Association are allocated and the approval of Eligible Mortgage Holders to which at least fifty-one percent (51%) of the votes of Units subject to a mortgage appertain, shall be required to amend any provisions included in the Condominium Documents which are for the express benefit of holders or insurers of first mortgages on Units in the Condominium.

47.5. Implied Approval. With regard to approvals required under Section 47.3 and Section 47.4 hereof, implied approval will be assumed when an Eligible Mortgage Holder fails to submit a response to any written proposal for an amendment within sixty (60) days after it receives proper notice of the proposal, provided that the notice was delivered by certified or registered mail with a "return receipt" requested.

47.6. Foreclosure and Extinguishment of Subordinate Lien. Notwithstanding anything in this Declaration to the contrary, a lien for Assessments pursuant to Section 11 of this Declaration shall not be affected by the sale or transfer of a Unit, except that a sale or transfer of a Unit pursuant to a foreclosure of a first mortgage by an Institutional Lender shall extinguish a subordinate lien for Assessments which became payable prior to such sale or transfer. Any such sale or transfer pursuant to a foreclosure shall not relieve the purchaser or transferee of a Unit from liability for, nor the Unit so sold or transferred from the lien of, any Assessments thereafter becoming due.

47.7. Allocation of Proceeds. Any and all losses, awards or proceeds from the condemnation, destruction or liquidation of all or part of the Condominium, or from the termination or dissolution of Association, shall be payable to Association, or to the insurance trustee, for the benefit of the Unit Owners and their mortgage holders. The distribution of funds to Unit Owners in connection with the termination of the Condominium should be based on each Unit Owner's share of the undivided percentage interest in the Common Elements and Common Surplus as described in Section 5.1 of this Declaration.

47.8. Delinquent Assessments. If six (6) or fewer months of delinquent Assessments have priority over the mortgage lien, Federal National Mortgage Association will purchaser the mortgage; however, if Federal National Mortgage Association subsequently acquires title to the Unit by foreclosure, Federal National Mortgage Association will not be liable for any fees or charges related to the collection of the six (6) months of unpaid dues or charges that accrued before Federal National Mortgage Association acquired title to the Unit.

47.9. Each Unit Subject to Condominium Documents. All Units in the Condominium, regardless of whether owned by Developer or a third party, shall be governed by and shall comply with the terms of the Condominium Documents.

[ADDITIONAL TEXT AND SIGNATURES APPEAR ON THE FOLLOWING PAGE]

47.10. First Mortgagee's Rights Confirmed. No provisions of the Condominium Documents shall give a Unit Owner or other party priority of any rights of the institutional First Mortgagee of the Unit pursuant to its mortgage in the case of payment to the Unit Owner of insurance proceeds or condemnation awards for losses to or a taking of Units and/or the Common Elements.

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this 17 day of July, 2007.

WITNESSES:

Sharon Caputo
Print Name: Sharon Caputo

Derek Lybsen
Print Name: Derek Lybsen

By: LENNAR HOMES, LLC, a Florida limited liability company

By: David M. Baselice
Name: David M. Baselice
Title: Vice President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17 day of July, 2007 by David M. Baselice, as Vice-President of LENNAR HOMES, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

My commission expires:

TANIA C. CAMPBELL
MY COMMISSION # DD 320542
EXPIRES: August 8, 2008
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC
State of Florida at Large

Print Name TANIA C. CAMPBELL

JOINDER

WOODMILL POND CONDOMINIUM ASSOCIATION, INC.

WOODMILL POND CONDOMINIUM ASSOCIATION, INC. does hereby join in the Declaration of Condominium for Woodmill Pond Condominium, to which this Joinder is attached, and the terms thereof are and shall be binding upon the undersigned and its successors in title.

IN WITNESS WHEREOF, the undersigned has executed this Joinder on this 17 day of July, 2007.

WITNESSES:

WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation

Print name: Jenifer Lindsey

Print name: Derek Lubsen

By: Sharon Caputo
Name: Sharon Caputo
Title: President
{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 17 day of July, 2007 by Sharon Caputo as President of WOODMILL POND CONDOMINIUM ASSOCIATION, INC., a Florida not-for-profit corporation, who is personally known to me or who produced _____ as identification, on behalf of the corporation.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: Tania C. Campbell

TANIA C. CAMPBELL
MY COMMISSION # DD 320542
EXPIRES: August 8, 2008
Notary Public Underwriters

Exhibit 1

LEGAL DESCRIPTION

The East 720 feet of the West 800 feet of the Southwest ¼ of Section 31, Township 38 South, Range 42 East, lying North and/or East of U.S. Highway No. 1, Martin County, Florida.

Exhibit 2

PLOT PLAN, BUILDING PLANS AND FLOOR PLANS WITH SURVEYOR'S CERTIFICATE

WOODMILL POND
CONDOMINIUM

OVERALL DESCRIPTION

THE EAST 720 FEET OF THE WEST 800 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 42 EAST, LYING NORTH AND/ OR EAST OF U.S. HIGHWAY 1, MARTIN COUNTY, FLORIDA

CONTAINING 8.53 ACRES MORE OR LESS

NOTES

1) NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
2) DESCRIPTION SHOWN HEREON PROVIDED BY THE CLIENT AND/OR THEIR AGENT.
3) THE LAST DATE OF FIELD WORK WAS FEBRUARY 07, 2003.
4) OVERALL PARCEL CONTAINS 8.53 ACRES, MORE OR LESS.
5) LANDS SHOWN HEREON WERE NOT ABSTRACTED BY THIS OFFICE FOR RIGHT-OF-WAYS, RESERVATIONS, AGREEMENTS, AND/OR EASEMENTS OF RECORD. SUCH INFORMATION SHOULD BE OBTAINED AND CONFIRMED BY OTHERS THROUGH APPROPRIATE TITLE VERIFICATION.
6) BEARINGS SHOWN HEREON ARE RELATIVE TO STATE PLANE COORDINATES, FLORIDA EAST ZONE 901, AND BASED ON G.P.S. OBSERVASIONS OF MARTIN COUNTY CONTROL POINTS GS42 AND GS43, WITH THE BEARING OF THE NORTH LINE OF THIS SURVEY BEING N 89°26'28" W.
7) UNDERGROUND FOUNDATIONS AND IMPROVEMENTS WERE NOT LOCATED.
8) SAID DESCRIBED PROPERTY IS LOCATED WITHIN AN AREA HAVING A FLOOD ZONE DESIGNATION "X", ON FLOOD RATE MAP NO.120161, PANEL NO. 0310, SUFFIX "F", WITH A DATE OF IDENTIFICATION OF OCTOBER 04, 2002.

LEGEND

◉	= Found Monument as Noted
IR&C	= 5/8" Iron Rod w/Plastic Cap
IP&C	= Iron Pipe and Cap
IP	= Iron Pipe
CM	= Concrete Monument
OHU	= Over Head Utility
(P)	= As shown on recorded plat.
(D)	= Deed
(C)	= Calculates by Field Measurement
R/W	= Right of Way
LS	= Land Surveyor
LB	= License Business
ID	= Identification
-O-	= Wood Pole
TYP.	= Typical
P.B.	= Plat Book
O.R.B.	= Official Records Book
PG.	= Page
No.	= Number
PRM	= Permanent Reference Monument
℄	= Center Line
(R)	= Radial Line
TOB	= Top of Bank
CALC	= Calculates
CONC	= Concrete
⟋	= Anchor and Guy Wire
P.L.S.	= Professional Land Surveyor
Δ	= Central Angle
R	= Radius
L	= Arc Length
PSM	= Professional Surveyor and Mapper

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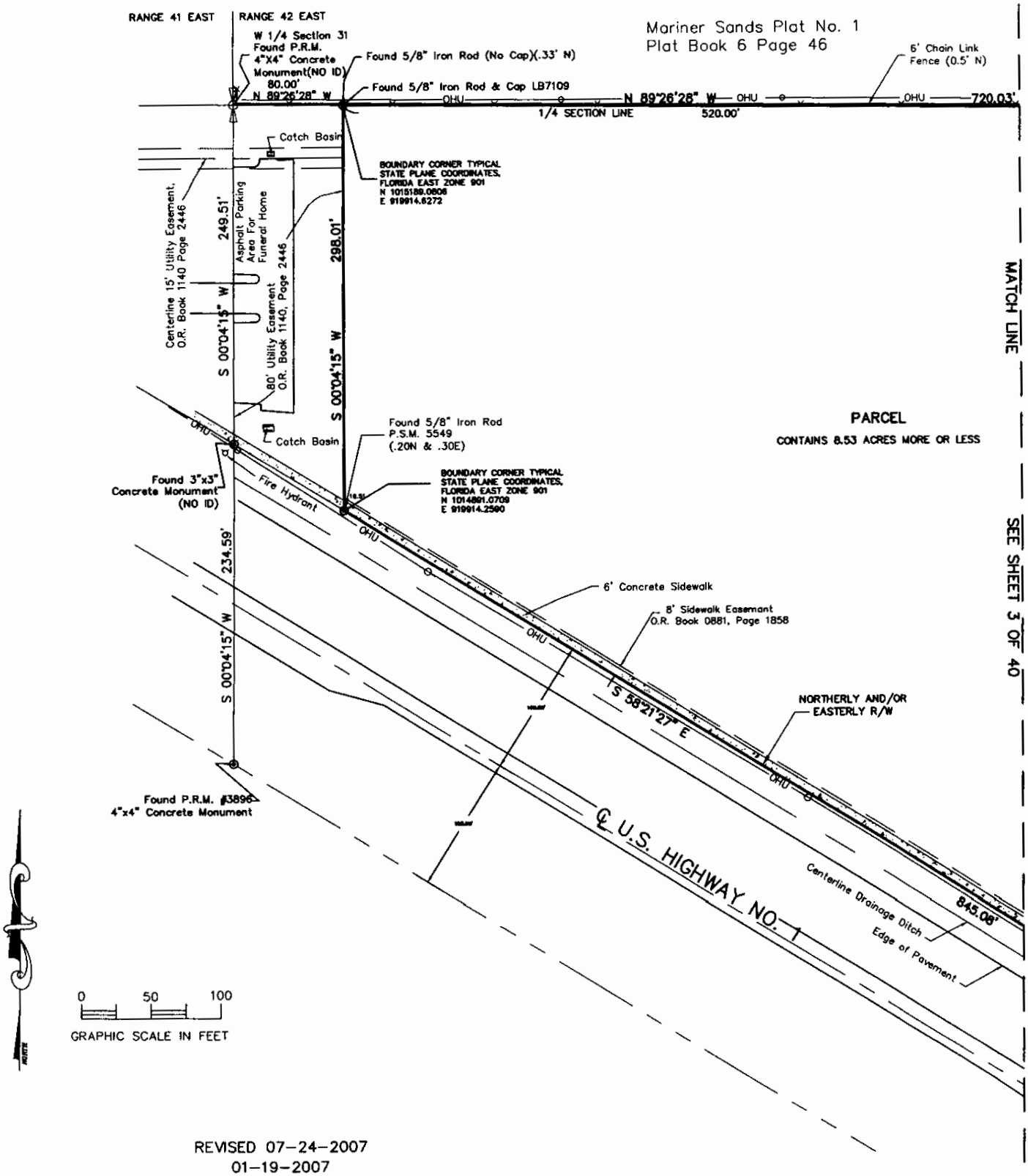
WOODMILL POND
CONDOMINIUM
BOUNDARY SURVEY



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Sheet 2 of 40

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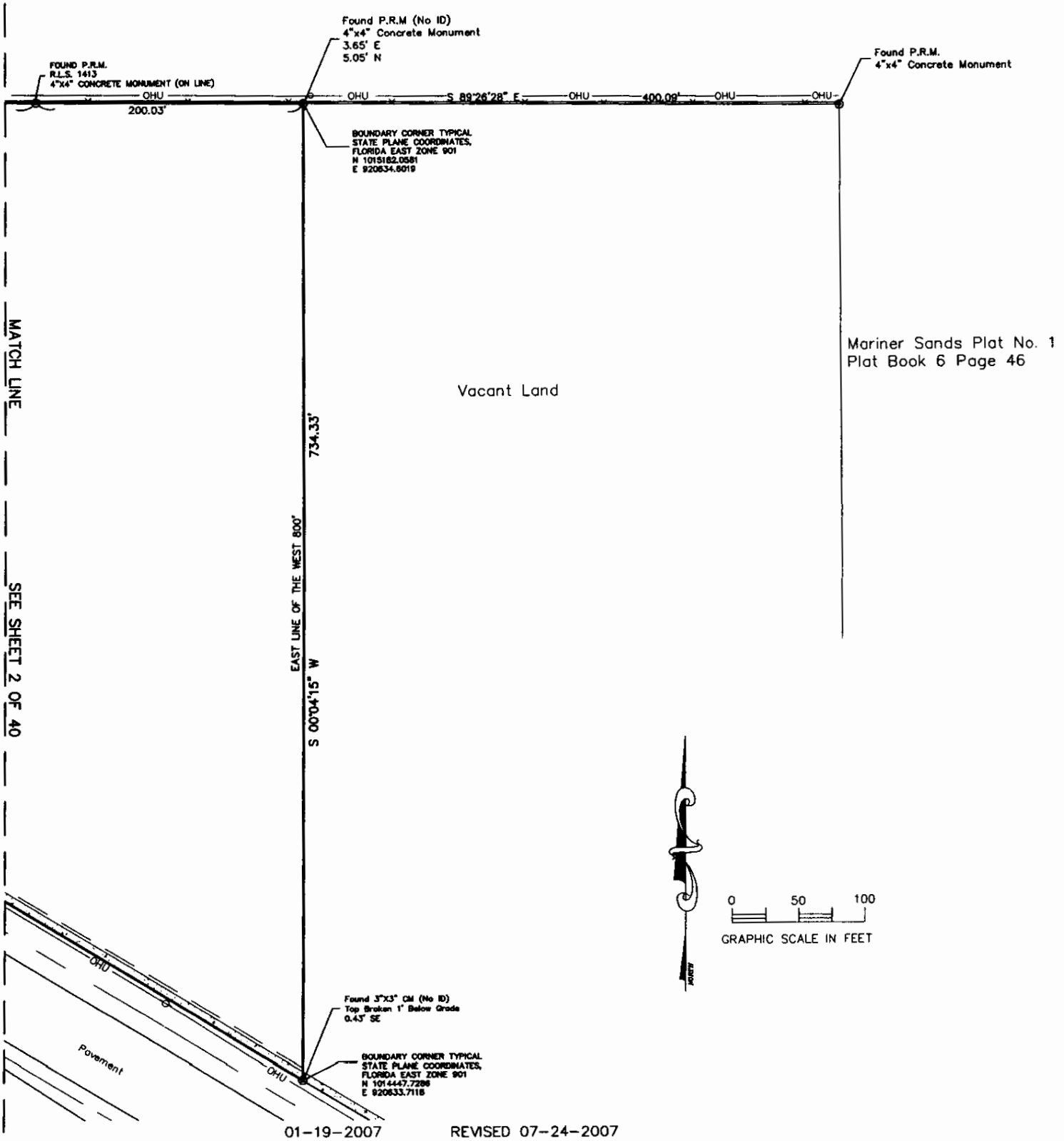
WOODMILL POND CONDOMINIUM BOUNDARY SURVEY



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Sheet 3 of 40

WOODMILL POND
CONDOMINIUM

SURVEYOR'S CERTIFICATION

"The undersigned, a land surveyor duly authorized to practice land surveying in the State of Florida, hereby certified that the attached sheets 1 through 40, which comprise Exhibit 2, is a correct representation of the improvements described herein including the common elements and the condominium units, and that the construction of said improvements for Building 10 is substantially complete so that the material, together with the provisions of the Declaration of Condominium for Woodmill Pond Condominium, 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 each unit within the condominium can be determined from these materials.

The construction of the remaining buildings are not substantially complete. All other graphical improvements of Woodmill Pond Condominium contained within Exhibit 2 except Building 10 are proposed and under construction.

This certification and the attached survey has been prepared in accordance with the minimum technical standards as set forth by the Florida Board of Professional Land Surveyors and Mappers in Florida Administrative Code Rule 61G17-6, pursuant to Section 472.027, Florida Statutes, and Section 718.104(e), Florida Statutes."

BY: _____
MICHAEL T. OWEN, P.S.M.
FLORIDA CERTIFICATE No. 5556

DATE: July 24, 2007

PREPARED BY THE FIRM OF
CULPEPPER AND TERPENING, INC.
2980 SOUTH 25TH. STREET
FORT PIERCE, FLORIDA

SWORN TO AND SUBSCRIBED BEFORE ME THIS
24th DAY OF July, 2007.

Elizabeth A. Alvarado
NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES: 10/20/2008

ELIZABETH A. ALVARADO
Comm# DD0364586
Expires 10/20/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

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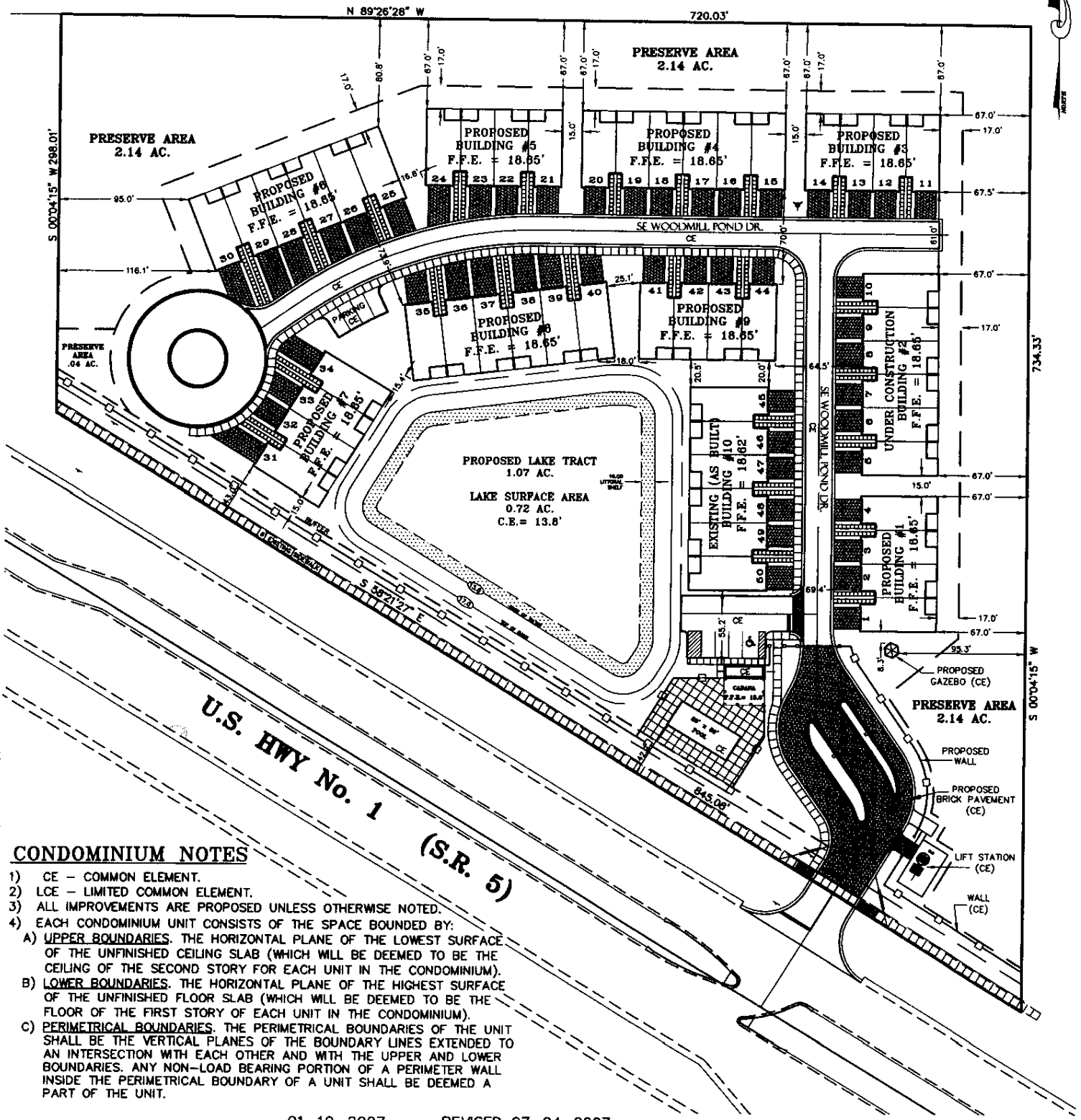
WOODMILL POND CONDOMINIUM OVERALL PLOT PLAN



CONDOMINIUM NOTES

1) CE – COMMON ELEMENT.
2) LCE – LIMITED COMMON ELEMENT.
3) ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.
4) EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY:
   A) UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB (WHICH WILL BE DEEMED TO BE THE CEILING OF THE SECOND STORY FOR EACH UNIT IN THE CONDOMINIUM).
   B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
   C) PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

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WOODMILL POND
CONDOMINIUM
BUILDING No. 1

DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 42 EAST, LYING IN MARTIN COUNTY, FLORIDA, RUN S89°26'28"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 31 A DISTANCE OF 655.57 FEET; THENCE DEPARTING SAID 1/4 SECTION LINE S00°04'15"W A DISTANCE OF 348.79 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S89°55'45"E A DISTANCE OF 80.45 FEET; THENCE S00°04'15"W A DISTANCE OF 106.67 FEET; THENCE N89°55'45"W A DISTANCE OF 80.03 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 53.00 FEET, THE CHORD OF WHICH BEARS N03°33'00"W; THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 6.70 FEET THROUGH A CENTRAL ANGLE OF 07°14'30"; THENCE N00°04'15"E A DISTANCE OF 99.99 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1970 ACRES, MORE OR LESS.

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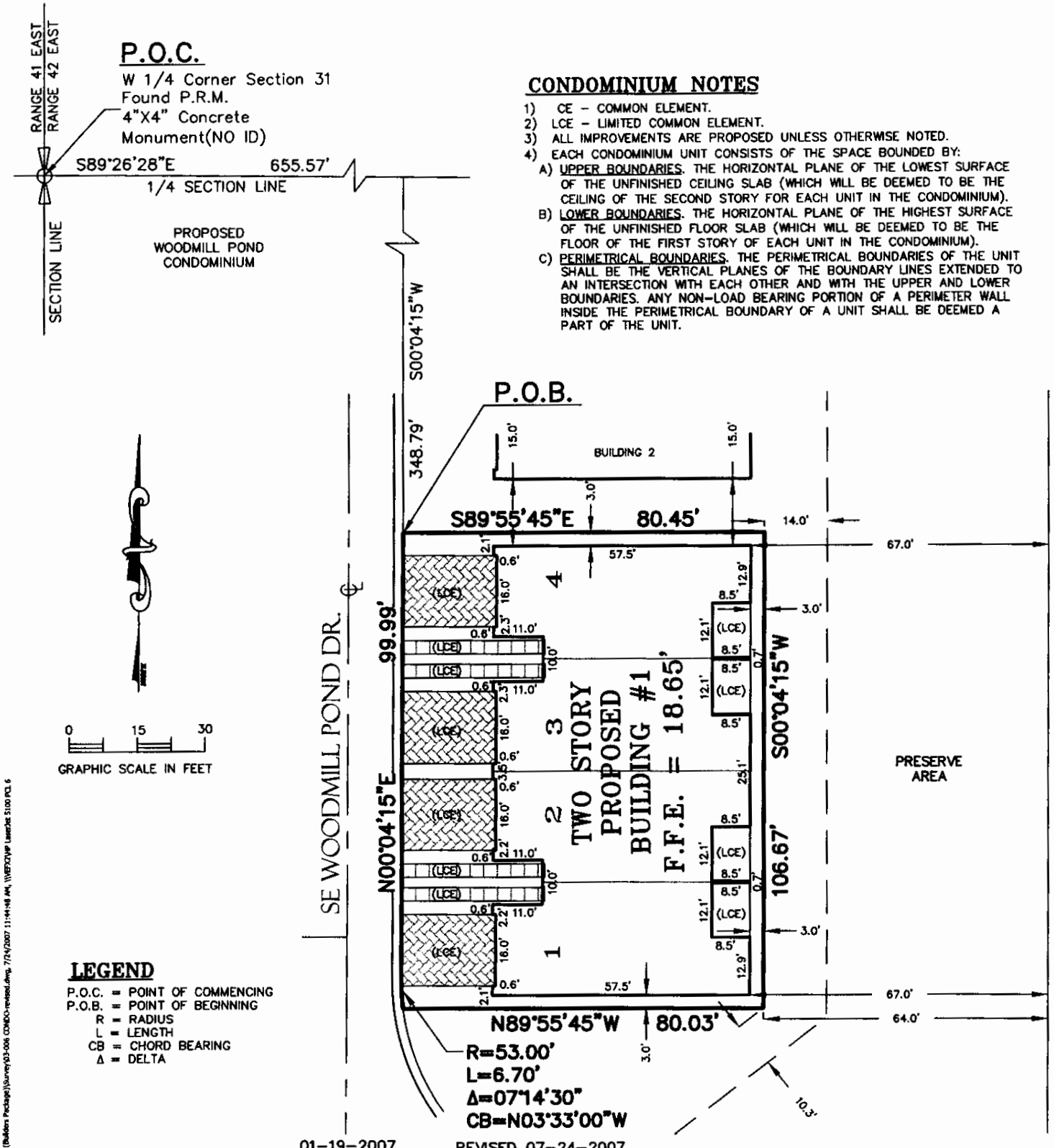
WOODMILL POND
CONDOMINIUM
BUILDING No. 1 GRAPHIC DESCRIPTION



CONDOMINIUM NOTES

1) CE - COMMON ELEMENT.
2) LCE - LIMITED COMMON ELEMENT.
3) ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.
4) EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY:
   A) UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB (WHICH WILL BE DEEMED TO BE THE CEILING OF THE SECOND STORY FOR EACH UNIT IN THE CONDOMINIUM).
   B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
   C) PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
R = RADIUS
L = LENGTH
CB = CHORD BEARING
Δ = DELTA

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WOODMILL POND
CONDOMINIUM
BUILDING No. 2

DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 42 EAST, LYING IN MARTIN COUNTY, FLORIDA, RUN S89°26'28"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 31 A DISTANCE OF 655.57 FEET; THENCE DEPARTING SAID 1/4 SECTION LINE S00°04'15"W A DISTANCE OF 183.12 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S89°55'45"E A DISTANCE OF 80.45 FEET; THENCE S00°04'15"W A DISTANCE OF 156.67 FEET; THENCE N89°55'45"W A DISTANCE OF 80.45 FEET; THENCE N00°04'15"E A DISTANCE OF 156.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.2893 ACRES, MORE OR LESS.

Proj-2003-03-006.2 Woodmill Pond (Builders Package)\Survey\03-006 CONDO-revised.dwg, 7/24/2007 11:46:29 AM, \\BEN2\HP LaserJet 5100 PCL 6

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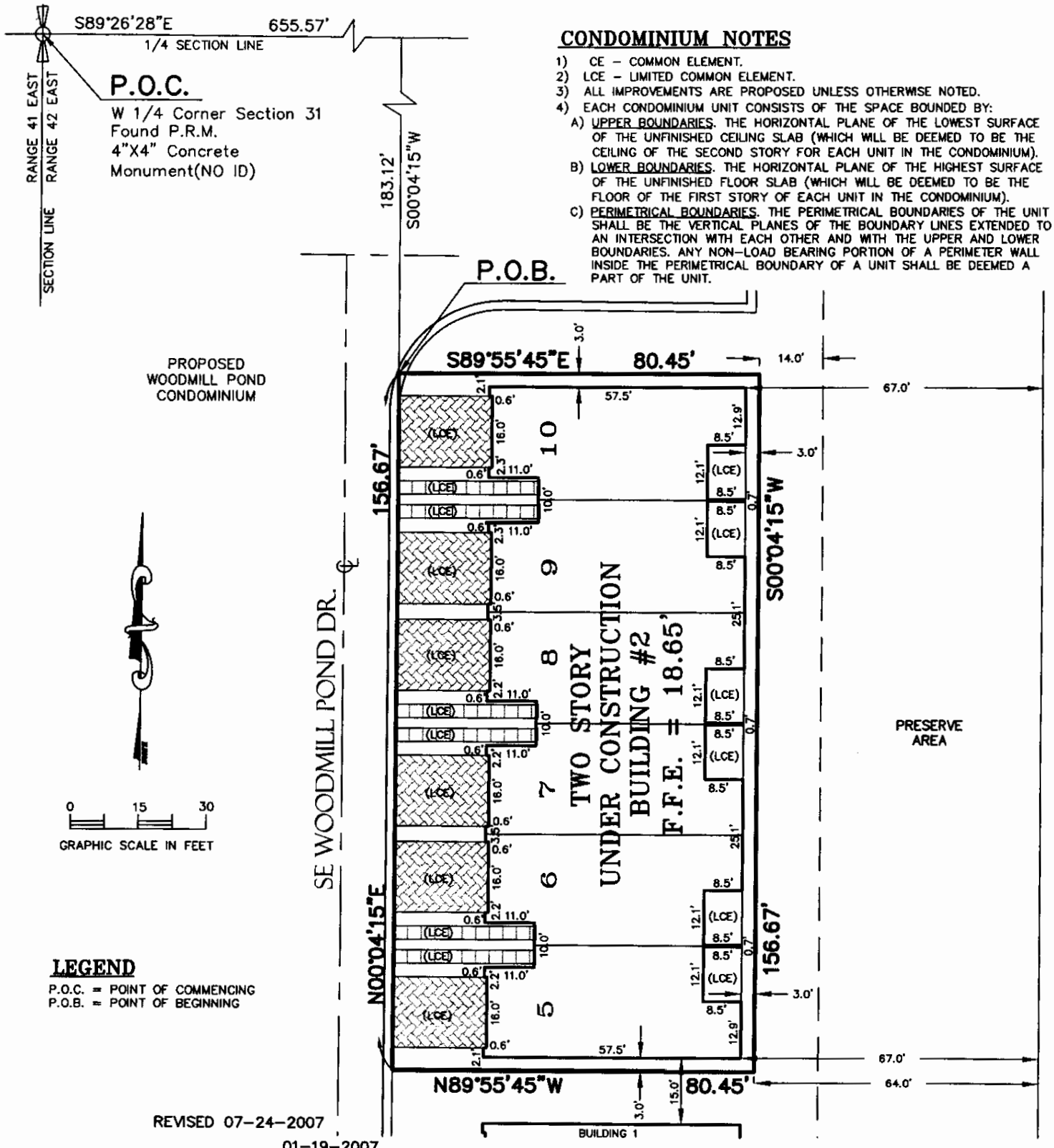
WOODMILL POND
CONDOMINIUM
BUILDING No. 2 GRAPHIC DESCRIPTION



CONDOMINIUM NOTES

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   B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
   C) PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING

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WOODMILL POND
CONDOMINIUM
BUILDING No. 3

DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 42 EAST, LYING IN MARTIN COUNTY, FLORIDA, RUN S89°26'28"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 31 A DISTANCE OF 629.95 FEET; THENCE DEPARTING SAID 1/4 SECTION LINE S00°33'32"W A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S89°26'28"E A DISTANCE OF 106.67 FEET; THENCE S00°33'32"W A DISTANCE OF 80.46 FEET; THENCE N89°26'28"W A DISTANCE OF 106.67 FEET; THENCE N00°33'32"E A DISTANCE OF 80.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1970 ACRES, MORE OR LESS.

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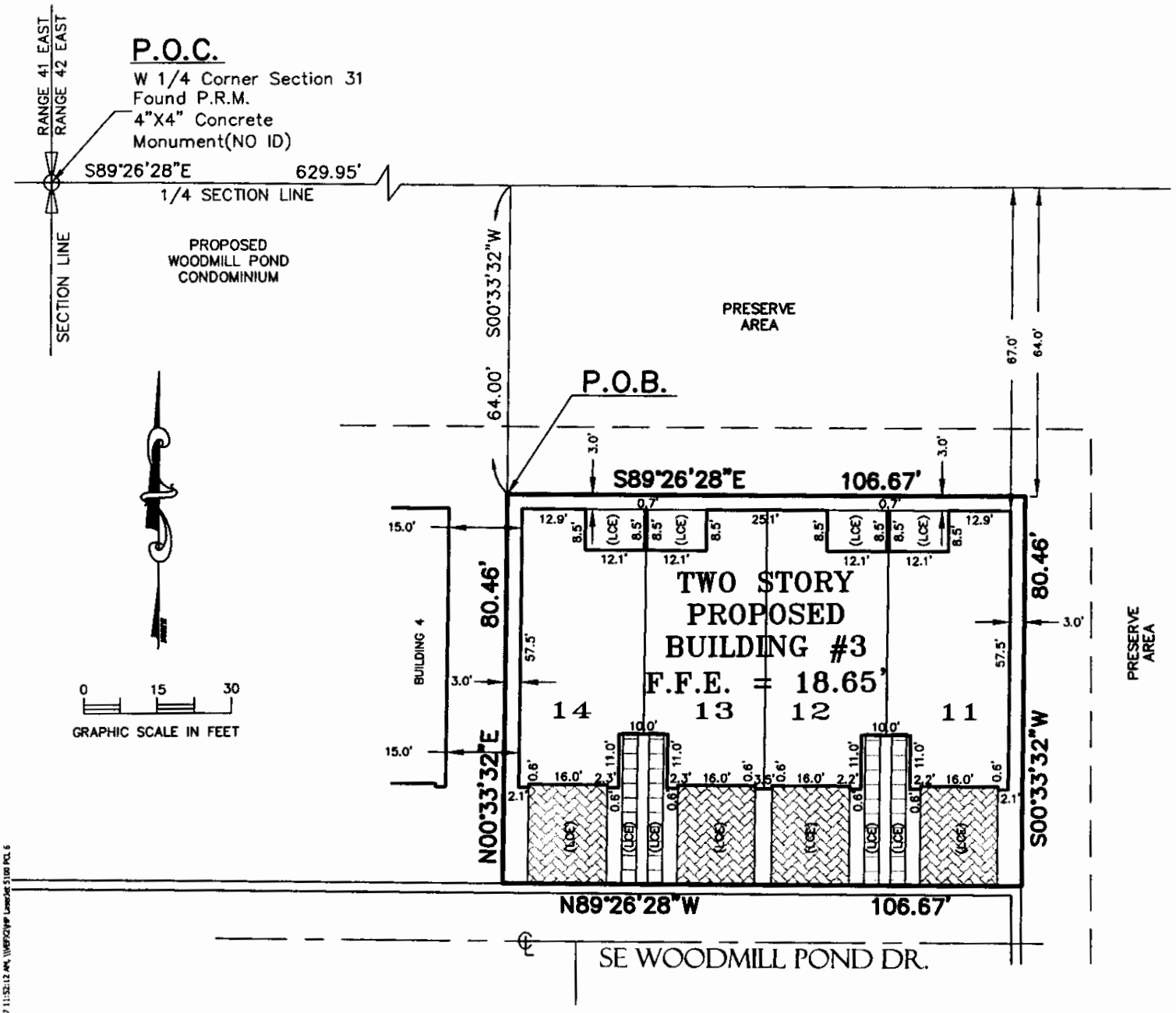
WOODMILL POND
CONDOMINIUM
BUILDING No. 3 GRAPHIC DESCRIPTION



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING

CONDOMINIUM NOTES

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   B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
   C) PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

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WOODMILL POND
CONDOMINIUM
BUILDING No. 4

DESCRIPTION

COMMENCING AT THE WEST 1/4 OF CORNER SECTION 31, TOWNSHIP 38 SOUTH, RANGE 42 EAST, LYING IN MARTIN COUNTY, FLORIDA, RUN S89°26'28"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 31 A DISTANCE OF 464.28 FEET; THENCE DEPARTING SAID 1/4 SECTION LINE S00°33'32"W A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S89°26'28"E A DISTANCE OF 156.67 FEET; THENCE S00°33'32"W A DISTANCE OF 80.46 FEET; THENCE N89°26'28"W A DISTANCE OF 156.67 FEET; THENCE N00°33'32"E A DISTANCE OF 80.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.2894 ACRES, MORE OR LESS.

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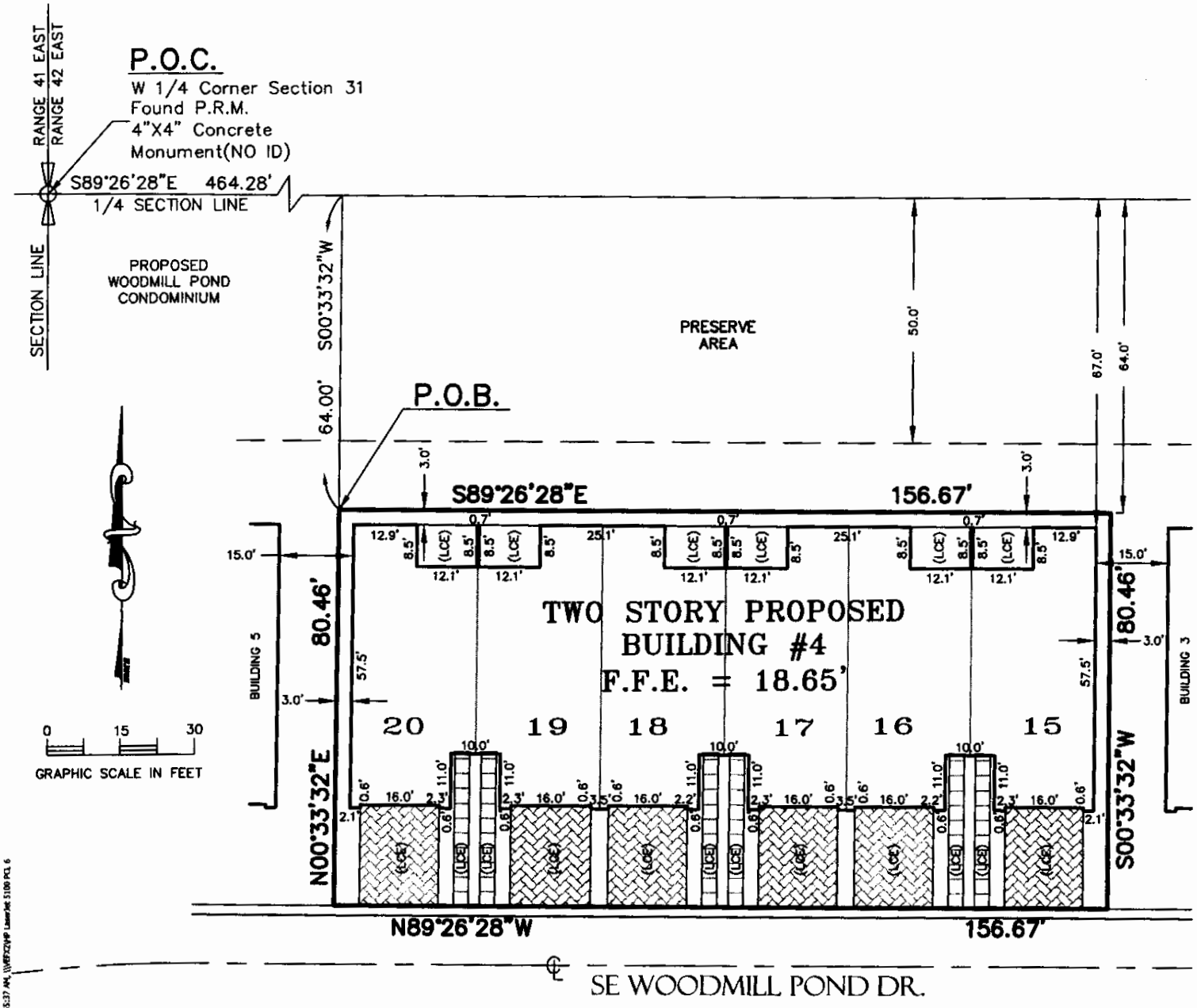
WOODMILL POND
CONDOMINIUM
BUILDING No. 4 GRAPHIC DESCRIPTION



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING

CONDOMINIUM NOTES

1) CE – COMMON ELEMENT.
2) LCE – LIMITED COMMON ELEMENT.
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4) EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY:
   A) UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB (WHICH WILL BE DEEMED TO BE THE CEILING OF THE SECOND STORY FOR EACH UNIT IN THE CONDOMINIUM).
   B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
   C) PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

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WOODMILL POND
CONDOMINIUM
BUILDING No. 5

DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 42 EAST, LYING IN MARTIN COUNTY, FLORIDA, RUN S89°26'28"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 31 A DISTANCE OF 348.62 FEET; THENCE DEPARTING SAID 1/4 SECTION LINE S00°33'32"W A DISTANCE OF 64.00 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S89°26'28"E A DISTANCE OF 106.67 FEET; THENCE S00°33'32"W A DISTANCE OF 80.46 FEET; THENCE N89°26'28"W A DISTANCE OF 19.35 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 312.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 88.50 FEET THROUGH A CENTRAL ANGLE OF 16°15'07"; THENCE N00°33'32"E A DISTANCE OF 92.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.2053 ACRES, MORE OR LESS.

\Proj-2007\03-006.2 Woodmill Pond (Builders Package)\Survey\03-606 CONDO revised.dwg, 7/24/2007 11:58:48 AM, \\NEFX2\HP LaserJet 5100 PCL 6

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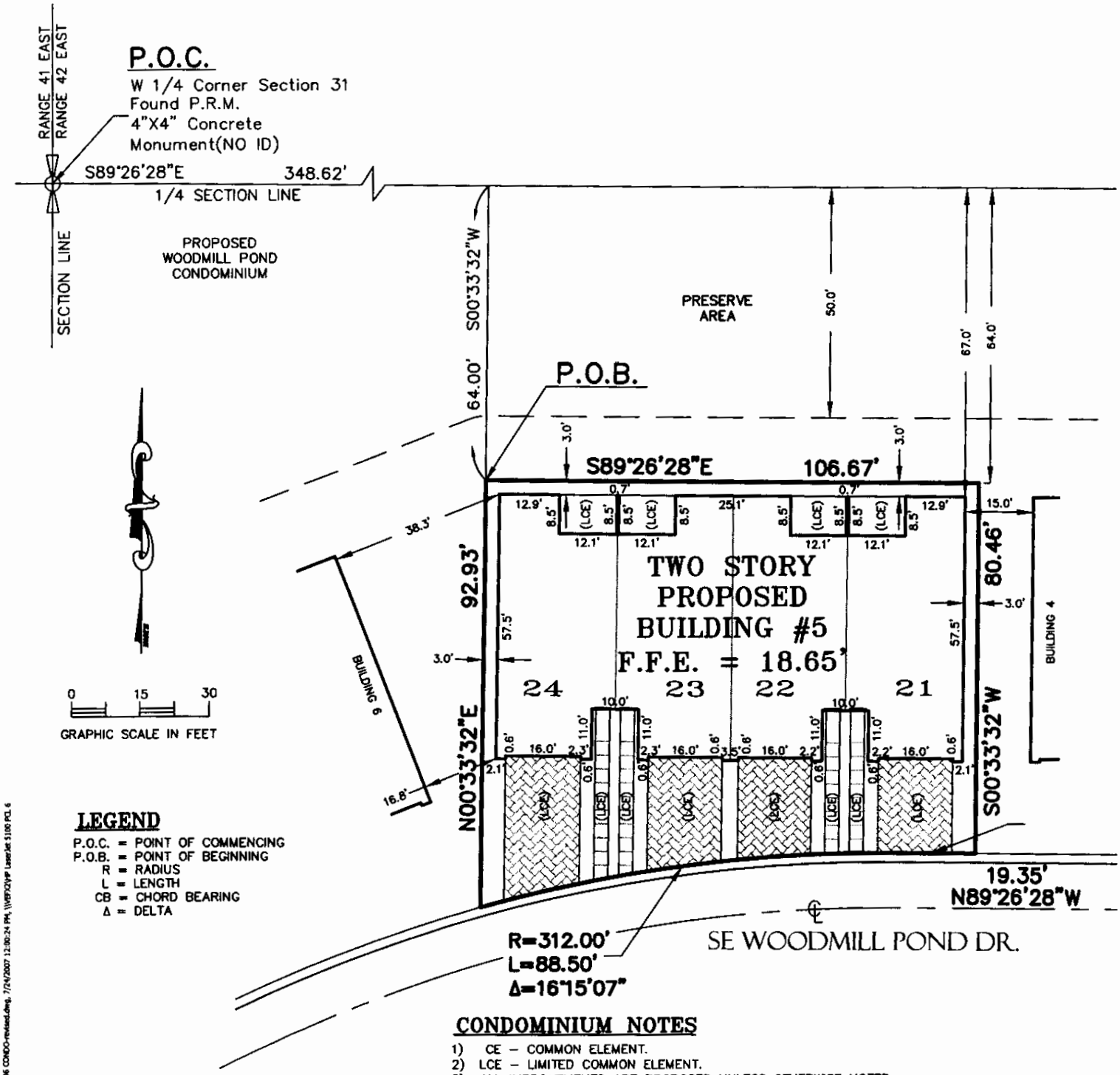
WOODMILL POND CONDOMINIUM
BUILDING No. 5 GRAPHIC DESCRIPTION



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
R = RADIUS
L = LENGTH
CB = CHORD BEARING
Δ = DELTA

CONDOMINIUM NOTES

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   A) UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB (WHICH WILL BE DEEMED TO BE THE CEILING OF THE SECOND STORY FOR EACH UNIT IN THE CONDOMINIUM).
   B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
   C) PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

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WOODMILL POND
CONDOMINIUM
BUILDING No. 6

DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 42 EAST, LYING IN MARTIN COUNTY, FLORIDA, RUN S89°26'28"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 31 A DISTANCE OF 286.36 FEET; THENCE DEPARTING SAID 1/4 SECTION LINE S21°28'58"E A DISTANCE OF 82.95 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S21°28'58"E A DISTANCE OF 60.46 FEET; THENCE S16°46'48"E A DISTANCE OF 25.41 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 312.00 FEET, THE CHORD OF WHICH BEARS S64°42'06"W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 102.79 FEET THROUGH A CENTRAL ANGLE OF 18°52'38"; THENCE S55°15'47"W A DISTANCE OF 18.60 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 23.00 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 27.63 FEET THROUGH A CENTRAL ANGLE OF 68°50'21" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHWEST, HAVING A RADIUS OF 52.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 14.99 FEET, THROUGH A CENTRAL ANGLE OF 16°31'07"; THENCE N21°28'58"W A DISTANCE OF 76.48 FEET; THENCE N68°31'02"E A DISTANCE OF 156.67 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.3171 ACRES, MORE OR LESS.

\Proj-2003\03-006.2 Woodmill Pond (Builders Package)\Survey\03-006 CONDO-revised.dwg, 7/24/2007 12:02:21 PM, \\EFS2\HP LaserJet 5100 PCL 6

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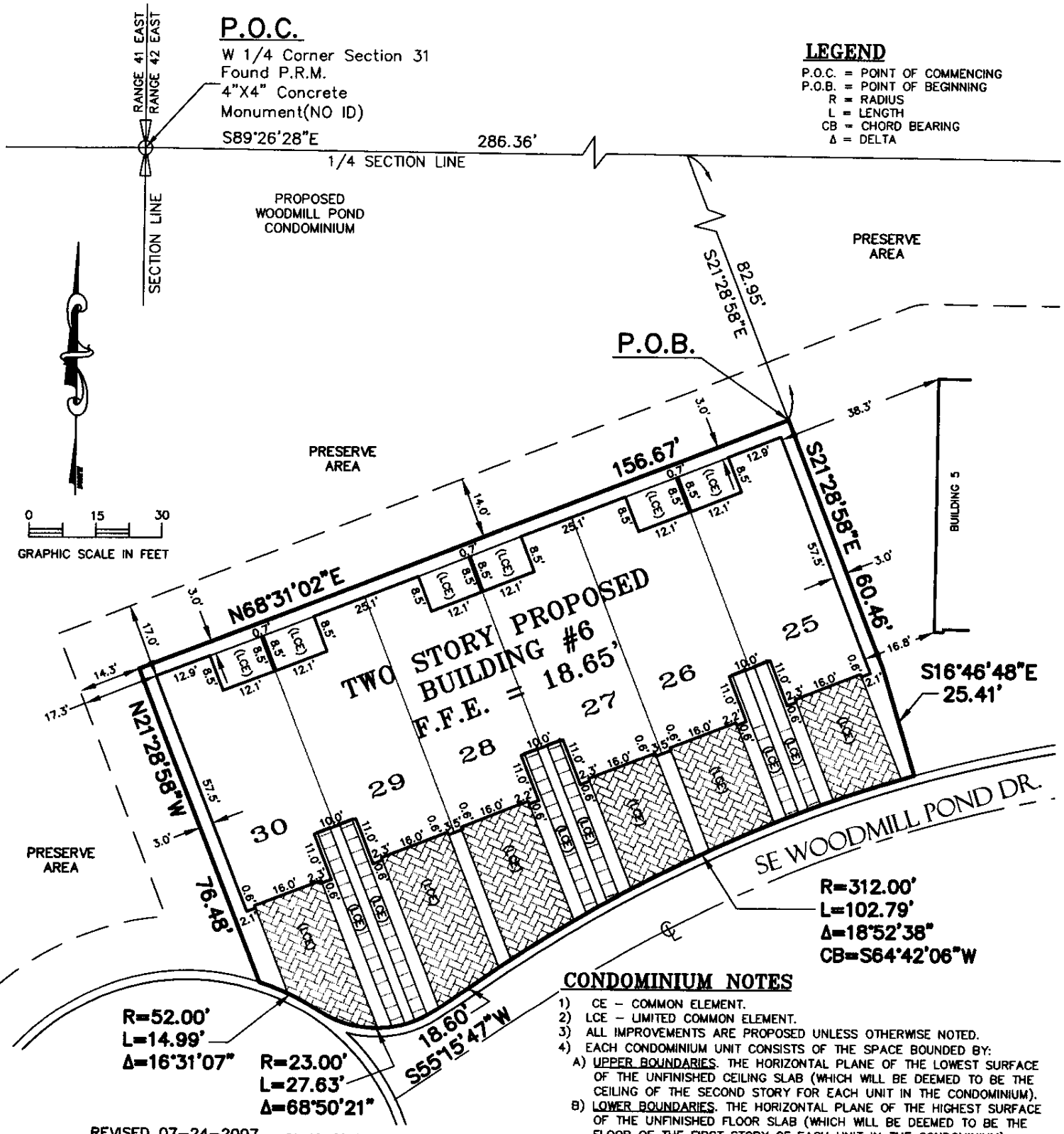
(772) 464-3537

WOODMILL POND
CONDOMINIUM
BUILDING No. 6 GRAPHIC DESCRIPTION



CONDOMINIUM NOTES

1) CE – COMMON ELEMENT.
2) LCE – LIMITED COMMON ELEMENT.
3) ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.
4) EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY:
   A) UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB (WHICH WILL BE DEEMED TO BE THE CEILING OF THE SECOND STORY FOR EACH UNIT IN THE CONDOMINIUM).
   B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
   C) PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

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Sheet 17 of 40

WOODMILL POND
CONDOMINIUM
BUILDING No. 7

DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 42 EAST, LYING IN MARTIN COUNTY, FLORIDA, RUN S89°26'28"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 31 A DISTANCE OF 261.35 FEET; THENCE DEPARTING SAID 1/4 SECTION LINE S00°33'32"W A DISTANCE OF 234.54 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S58°21'27"E A DISTANCE OF 84.25 FEET; THENCE S31°38'33"W A DISTANCE OF 106.67 FEET; THENCE N58°21'27"W A DISTANCE OF 106.73 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A RADIUS OF 58.00 FEET, THE CHORD OF WHICH BEARS N45°18'55"E; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 89.04 FEET THROUGH A CENTRAL ANGLE OF 87°57'40" TO THE POINT OF REVERSE CURVATURE WITH A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 20.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 18.82 FEET, THROUGH A CENTRAL ANGLE OF 53°55'42"; THENCE N55°15'47"E A DISTANCE OF 11.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.2117 ACRES, MORE OR LESS.

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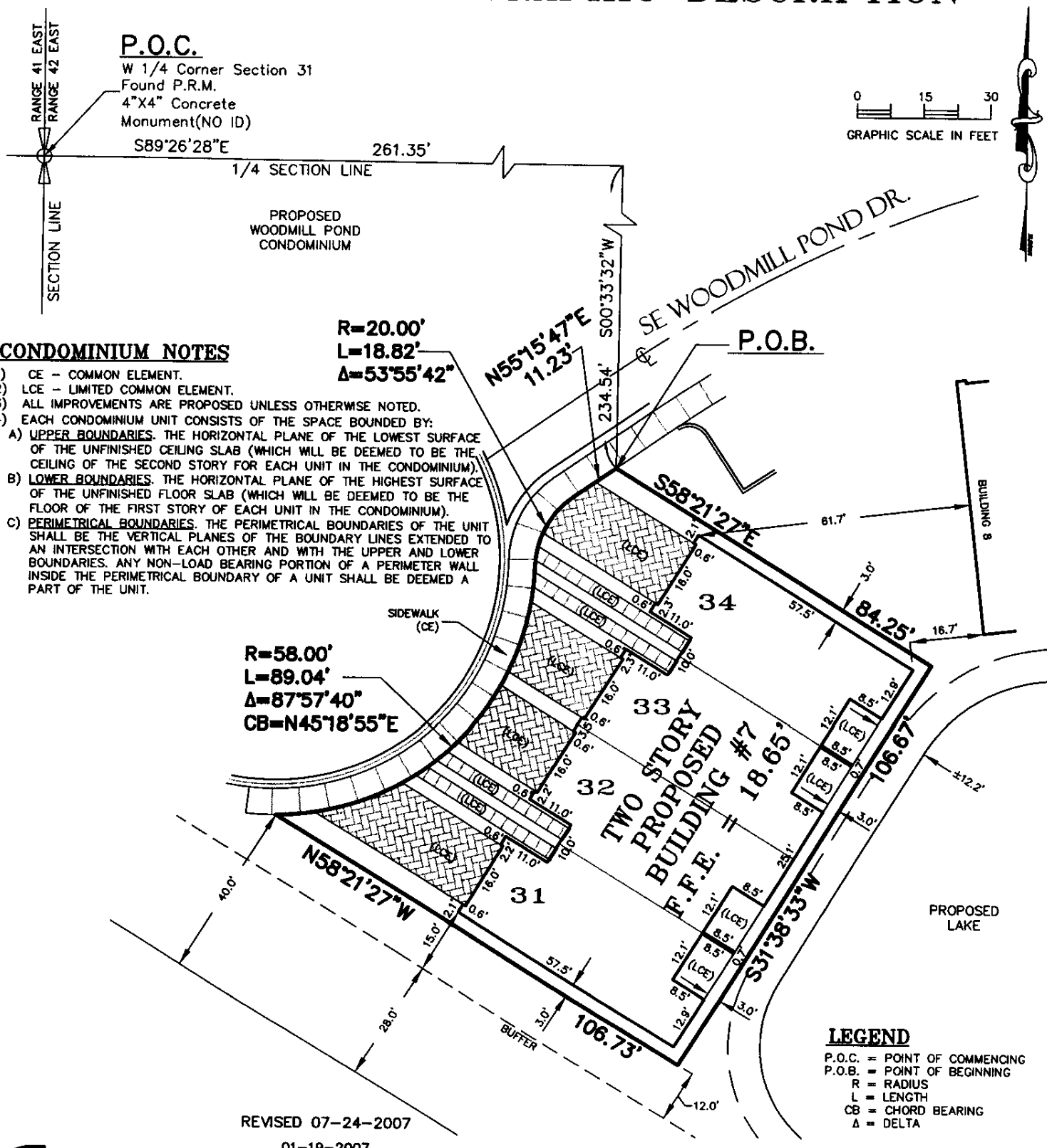
WOODMILL POND
CONDOMINIUM
BUILDING No. 7 GRAPHIC DESCRIPTION



CONDOMINIUM NOTES

1) CE – COMMON ELEMENT.
2) LCE – LIMITED COMMON ELEMENT.
3) ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.
4) EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY:
   A) UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB (WHICH WILL BE DEEMED TO BE THE CEILING OF THE SECOND STORY FOR EACH UNIT IN THE CONDOMINIUM).
   B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
   C) PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
R = RADIUS
L = LENGTH
CB = CHORD BEARING
Δ = DELTA

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I:\Proj-2003\03-006.2 Woodmill Pond (Builders Package)\Survey\03-006 CONDO-revised.dwg, 7/24/2007 12:10:03 PM, \\VEP2\HP LaserJet 5100 PCL 6

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WOODMILL POND
CONDOMINIUM
BUILDING No. 8

DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 42 EAST, LYING IN MARTIN COUNTY, FLORIDA, RUN S89°26'28"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 31 A DISTANCE OF 487.66 FEET; THENCE DEPARTING SAID 1/4 SECTION LINE S00°33'32"W A DISTANCE OF 174.46 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S06°48'04"E A DISTANCE OF 80.09 FEET; THENCE S83°11'56"W A DISTANCE OF 156.67 FEET; THENCE N06°48'04"W A DISTANCE OF 80.41 FEET TO THE INTERSECTION WITH A NON TANGENT CURVE CONCAVE TO THE SOUTH, HAVING A RADIUS OF 282.00 FEET, THE CHORD OF WHICH BEARS N79°46'20"E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 106.18 FEET THROUGH A CENTRAL ANGLE OF 21°34'24"; THENCE S89°26'28"E A DISTANCE OF 51.73 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.3084 ACRES, MORE OR LESS.

\\Proj-2005\05-006.2 Woodmill Pond (Bidders Package)\Survey\05-006 CONDO-revised.dwg, 7/24/2007 12:13:29 PM, \\WEP2\hp# LaserJet 5100 PCL 6

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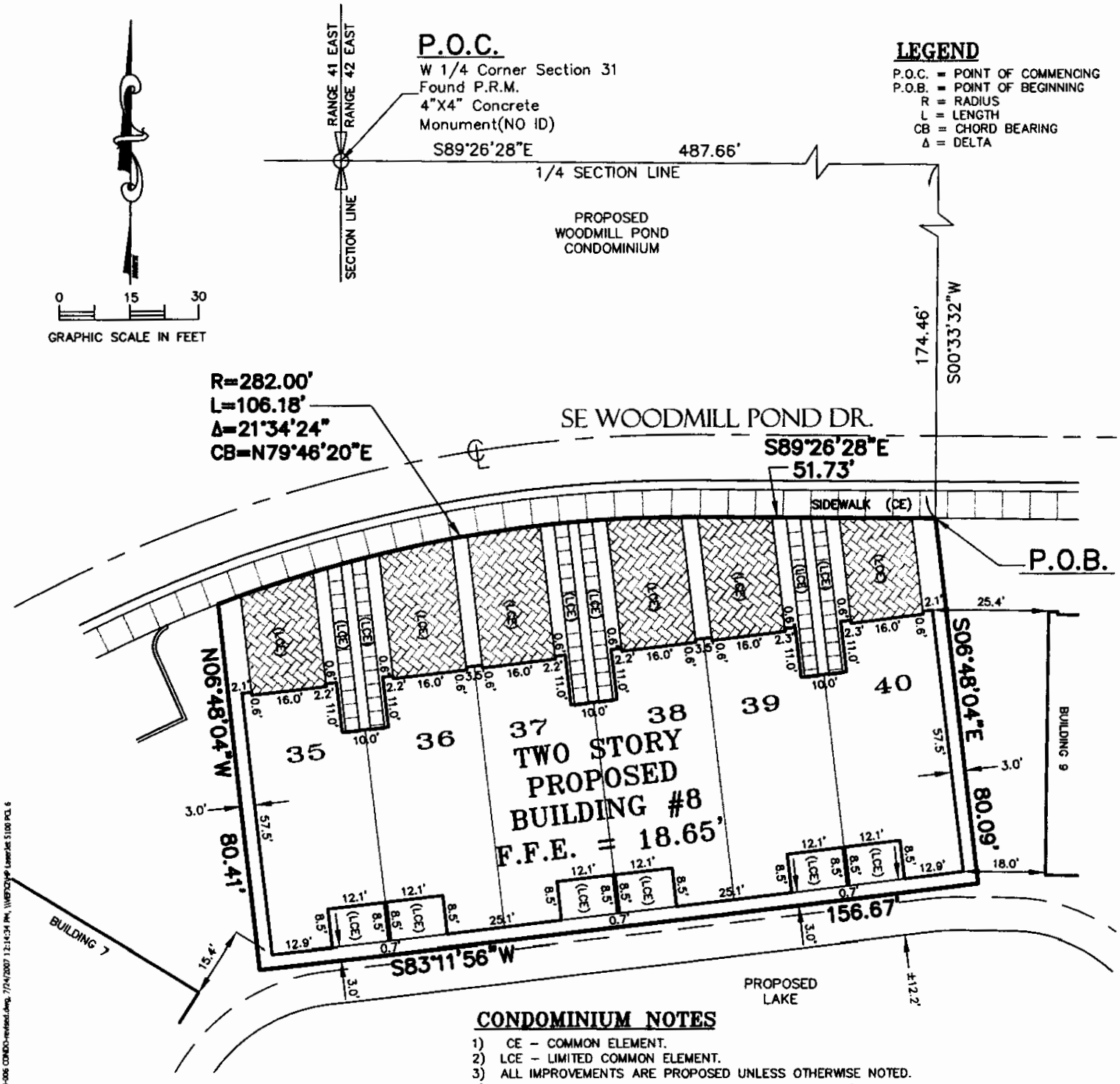
WOODMILL POND
CONDOMINIUM
BUILDING No. 8 GRAPHIC DESCRIPTION



CONDOMINIUM NOTES

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2) LCE – LIMITED COMMON ELEMENT.
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4) EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY:
   A) UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB (WHICH WILL BE DEEMED TO BE THE CEILING OF THE SECOND STORY FOR EACH UNIT IN THE CONDOMINIUM).
   B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
   C) PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

REVISED 07-24-2007

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WOODMILL POND
CONDOMINIUM
BUILDING No. 9

DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 42 EAST, LYING IN MARTIN COUNTY, FLORIDA, RUN S89°26'28"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 31 A DISTANCE OF 509.56 FEET; THENCE DEPARTING SAID 1/4 SECTION LINE S00°33'32"W A DISTANCE OF 174.46 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S89°26'28"E A DISTANCE OF 100.64 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 17.00 FEET; THENCE EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 6.16 FEET THROUGH A CENTRAL ANGLE OF 20°45'35"; THENCE S00°33'32"W A DISTANCE OF 79.35 FEET; THENCE N89°26'28"W A DISTANCE OF 106.67 FEET; THENCE N00°33'32"E A DISTANCE OF 80.46 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.1970 ACRES, MORE OR LESS.

\Proj-2003\03-006.2 Woodmill Pond (Builders Package)\Survey\03-006 CONDO-revised.dwg, 7/24/2007 12:16:21 PM, \\EPSON\HP LaserJet 5100 PCL 6

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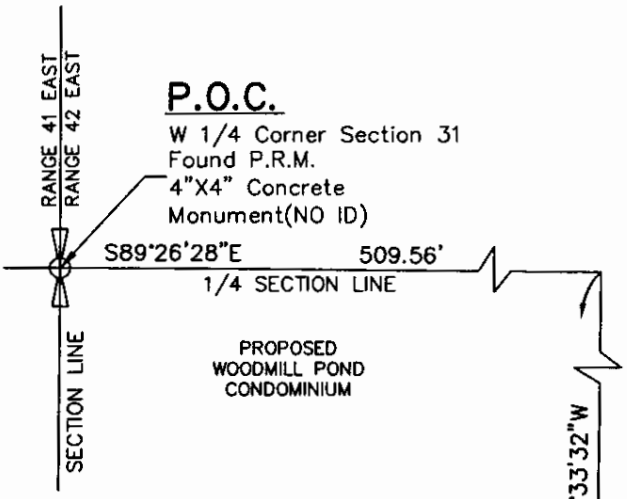
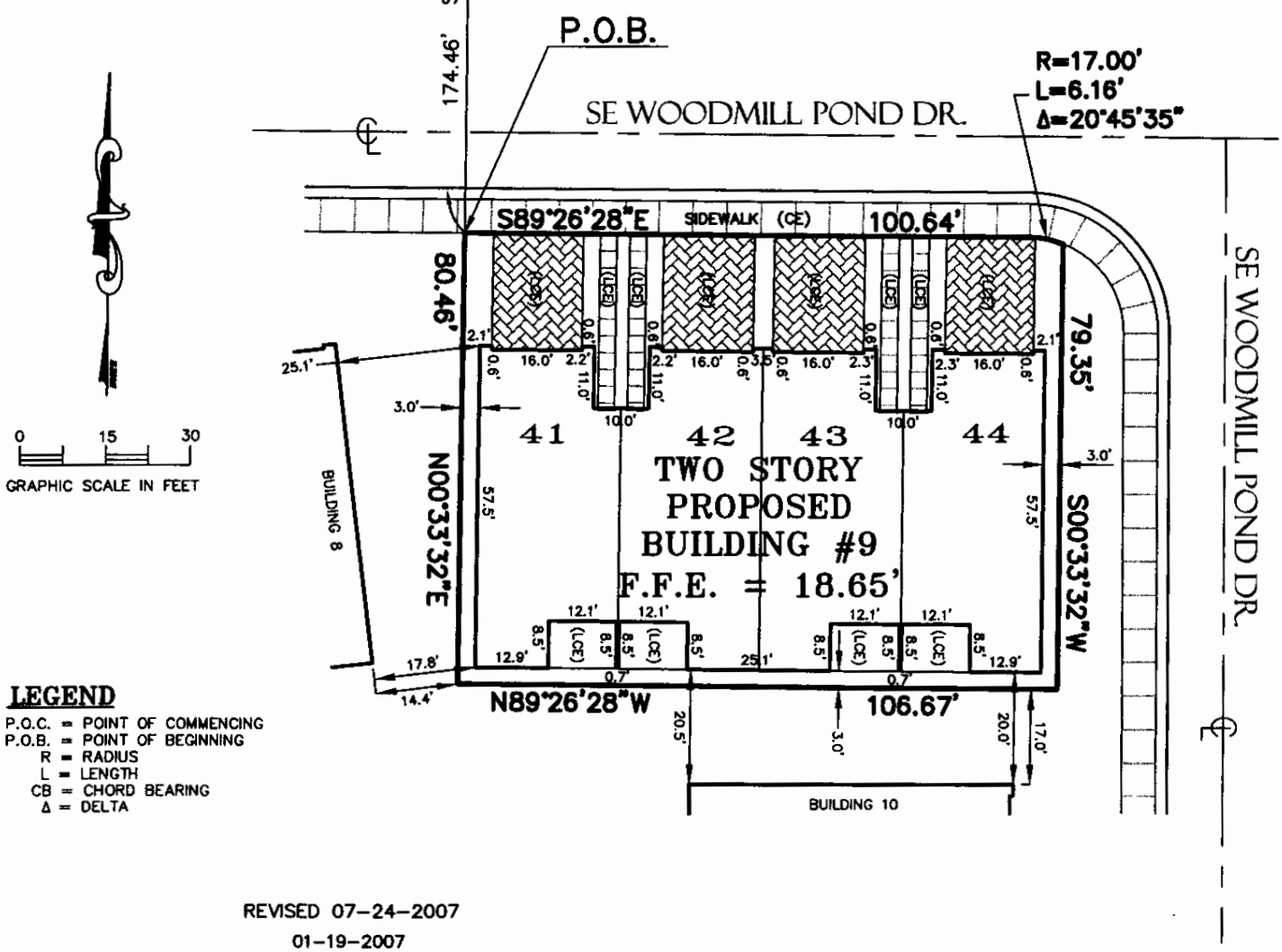
WOODMILL POND CONDOMINIUM
BUILDING No. 9 GRAPHIC DESCRIPTION



CONDOMINIUM NOTES

1) CE – COMMON ELEMENT.
2) LCE – LIMITED COMMON ELEMENT.
3) ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.
4) EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY:
   A) UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB (WHICH WILL BE DEEMED TO BE THE CEILING OF THE SECOND STORY FOR EACH UNIT IN THE CONDOMINIUM).
   B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
   C) PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
R = RADIUS
L = LENGTH
CB = CHORD BEARING
Δ = DELTA

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WOODMILL POND
CONDOMINIUM
BUILDING No. 10

DESCRIPTION

COMMENCING AT THE WEST 1/4 CORNER OF SECTION 31, TOWNSHIP 38 SOUTH, RANGE 42 EAST, LYING IN MARTIN COUNTY, FLORIDA, RUN S89°26'28"E ALONG THE 1/4 SECTION LINE OF SAID SECTION 31 A DISTANCE OF 625.57 FEET; THENCE DEPARTING SAID 1/4 SECTION LINE S00°04'15"W A DISTANCE OF 268.81 FEET TO THE POINT OF BEGINNING.

FROM THE POINT OF BEGINNING; THENCE S00°04'15"W A DISTANCE OF 156.67 FEET; THENCE N89°55'45"W A DISTANCE OF 79.82 FEET; THENCE N00°04'15"E A DISTANCE OF 156.67 FEET; THENCE S89°55'45"E A DISTANCE OF 79.82 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.2871 ACRES, MORE OR LESS.

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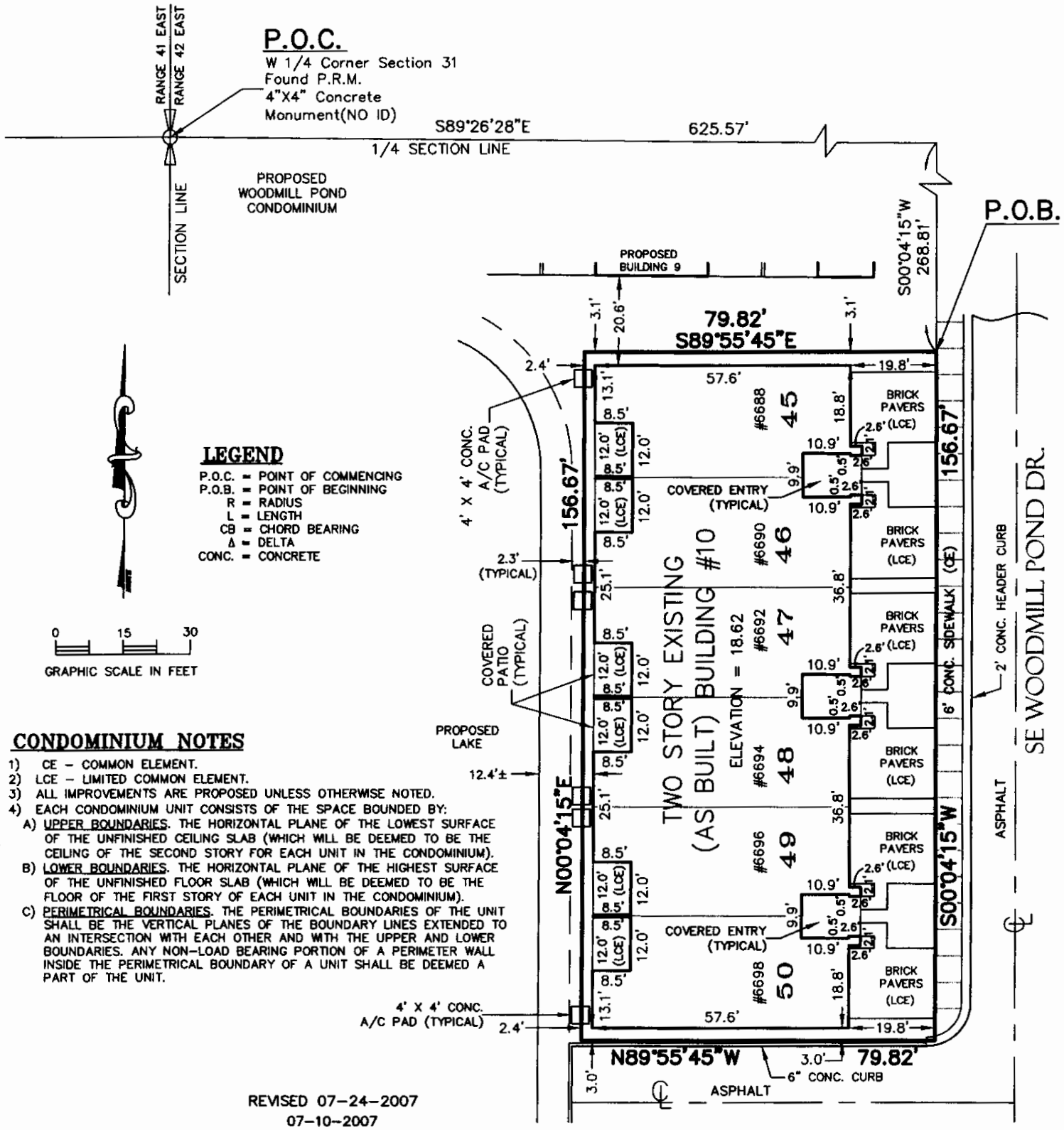
WOODMILL POND
CONDOMINIUM
BUILDING No. 10 GRAPHIC DESCRIPTION



LEGEND

P.O.C. = POINT OF COMMENCING
P.O.B. = POINT OF BEGINNING
R = RADIUS
L = LENGTH
CB = CHORD BEARING
Δ = DELTA
CONC. = CONCRETE

CONDOMINIUM NOTES

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   B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
   C) PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOAD BEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.

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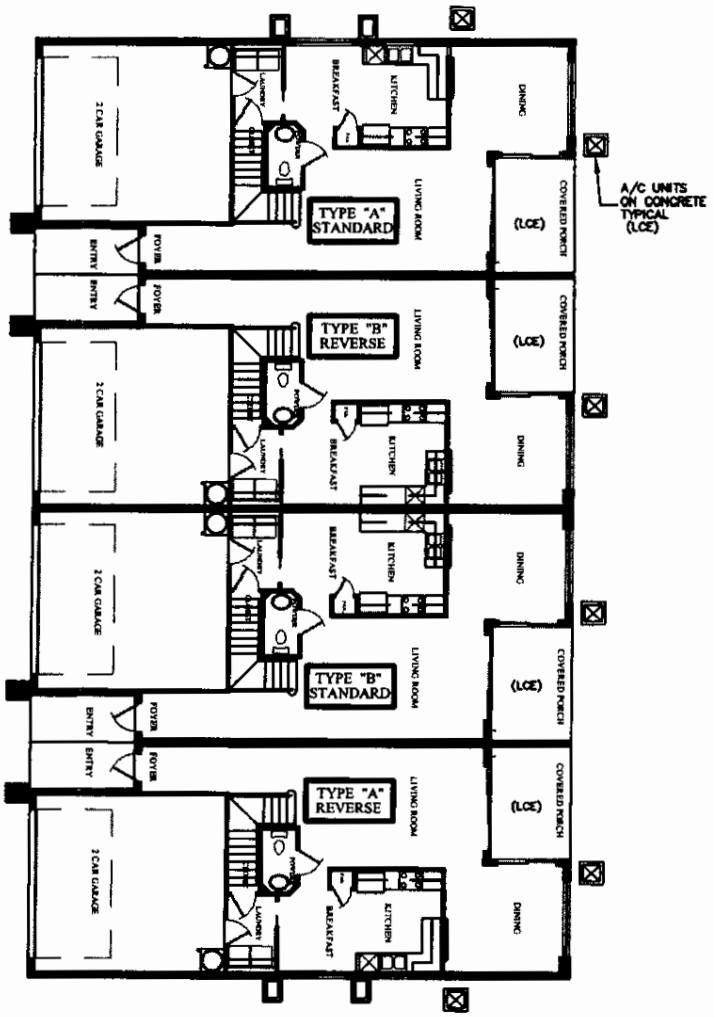
(AS – BUILT)

WOODMILL POND
CONDOMINIUM
BUILDINGS No. 1, 3, 5, 7 & 9

TYPICAL FIRST FLOOR PLAN

0 10 20

GRAPHIC SCALE IN FEET



CONDOMINIUM NOTES

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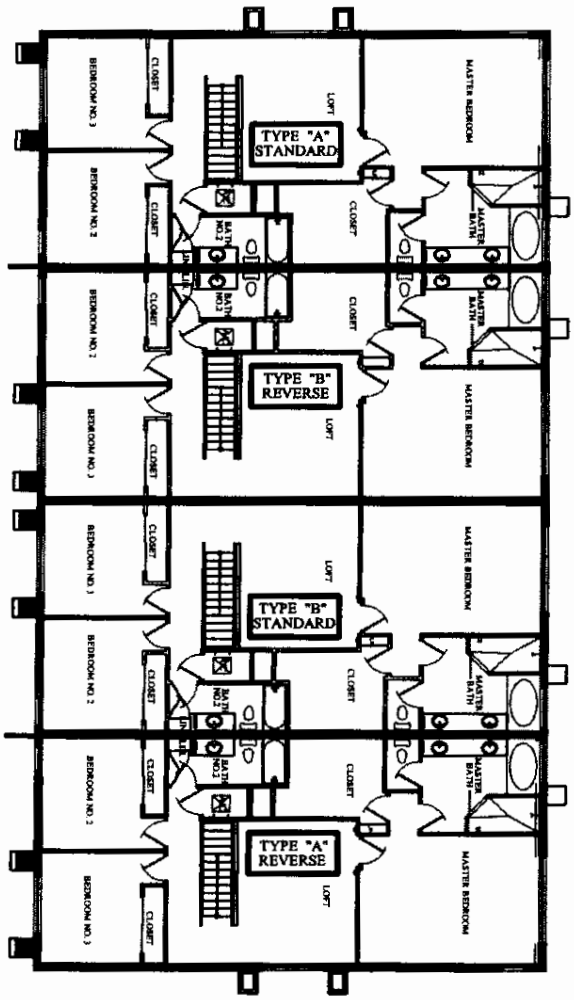
WOODMILL POND CONDOMINIUM BUILDINGS No. 1, 3, 5, 7 & 9

TYPICAL SECOND FLOOR PLAN

0 10 20
GRAPHIC SCALE IN FEET



CONDOMINIUM NOTES

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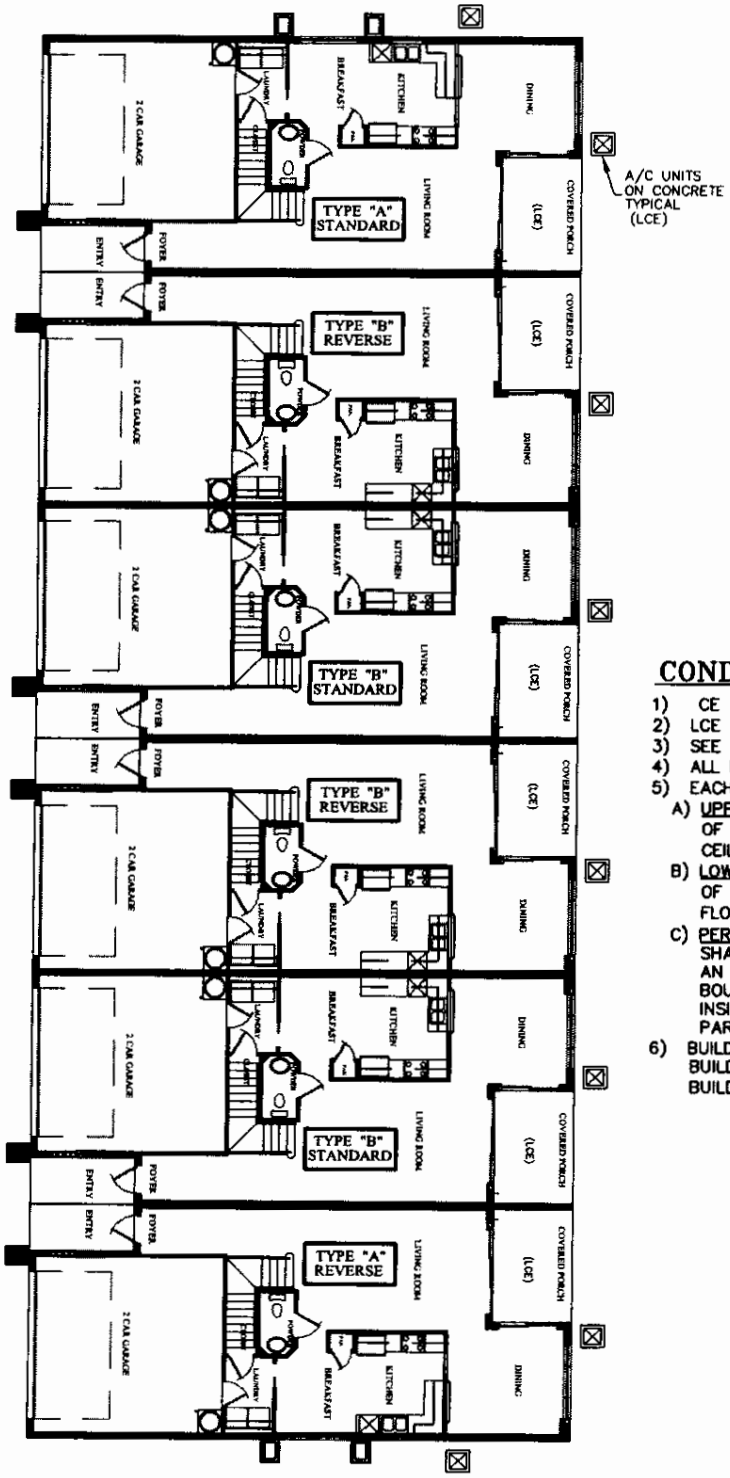
WOODMILL POND
CONDOMINIUM
BUILDINGS No. 2, 4, 6, 8 & 10
TYPICAL FIRST FLOOR PLAN



0 10 20

GRAPHIC SCALE IN FEET

CONDOMINIUM NOTES

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6) BUILDING #2 UNDER CONSTRUCTION
   BUILDINGS #4, 6, AND 8 PROPOSED
   BUILDING #10 EXISTING (AS BUILT).

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01-19-2007

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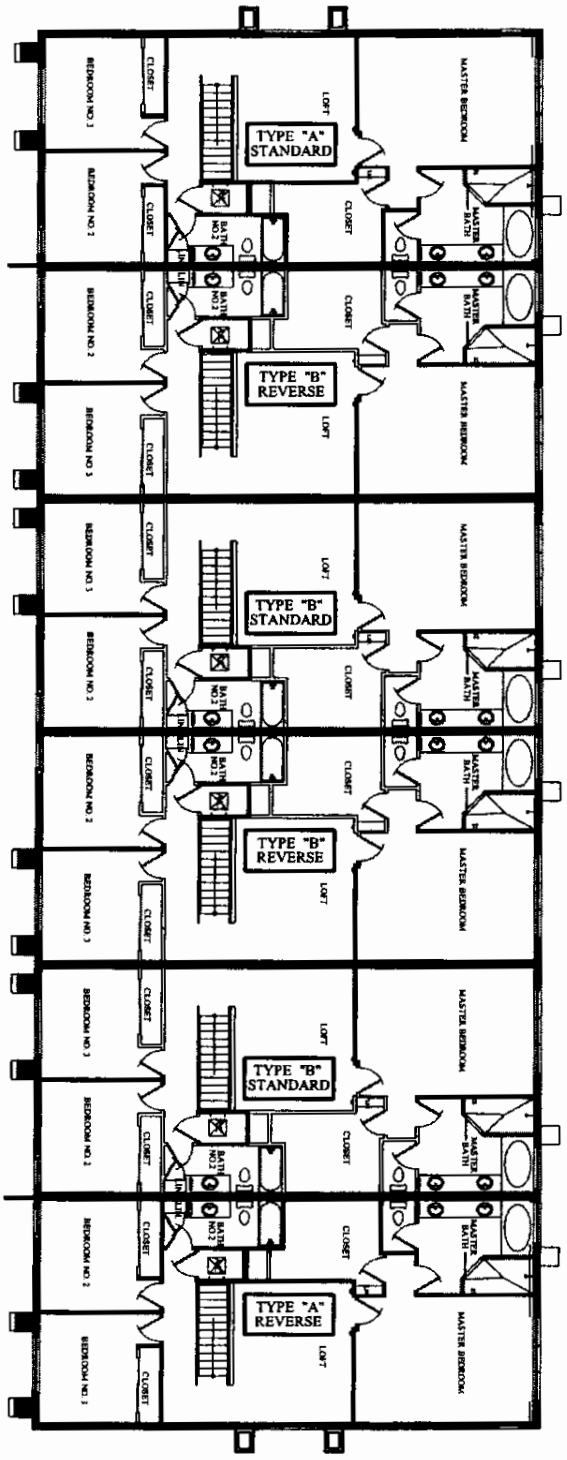
Sheet 28 of 40

WOODMILL POND
CONDOMINIUM
BUILDINGS No. 2, 4, 6, 8 & 10
TYPICAL SECOND FLOOR PLAN



0 10 20

GRAPHIC SCALE IN FEET

CONDOMINIUM NOTES

1) CE – COMMON ELEMENT.
2) LCE – LIMITED COMMON ELEMENT.
3) SEE BUILDINGS LAYOUT FOR NORTH ARROW AND UNIT DESIGNATION.
4) ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.
5) EACH CONDOMINIUM UNIT CONSISTS OF THE SPACE BOUNDED BY:
   A) UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB (WHICH WILL BE DEEMED TO BE THE CEILING OF THE SECOND STORY FOR EACH UNIT IN THE CONDOMINIUM).
   B) LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB (WHICH WILL BE DEEMED TO BE THE FLOOR OF THE FIRST STORY OF EACH UNIT IN THE CONDOMINIUM).
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6) BUILDING #2 UNDER CONSTRUCTION
   BUILDINGS #4, 6, AND 8 PROPOSED
   BUILDING #10 EXISTING (AS BUILT).

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01-19-2007

CULPEPPER & TERPENING, INC.
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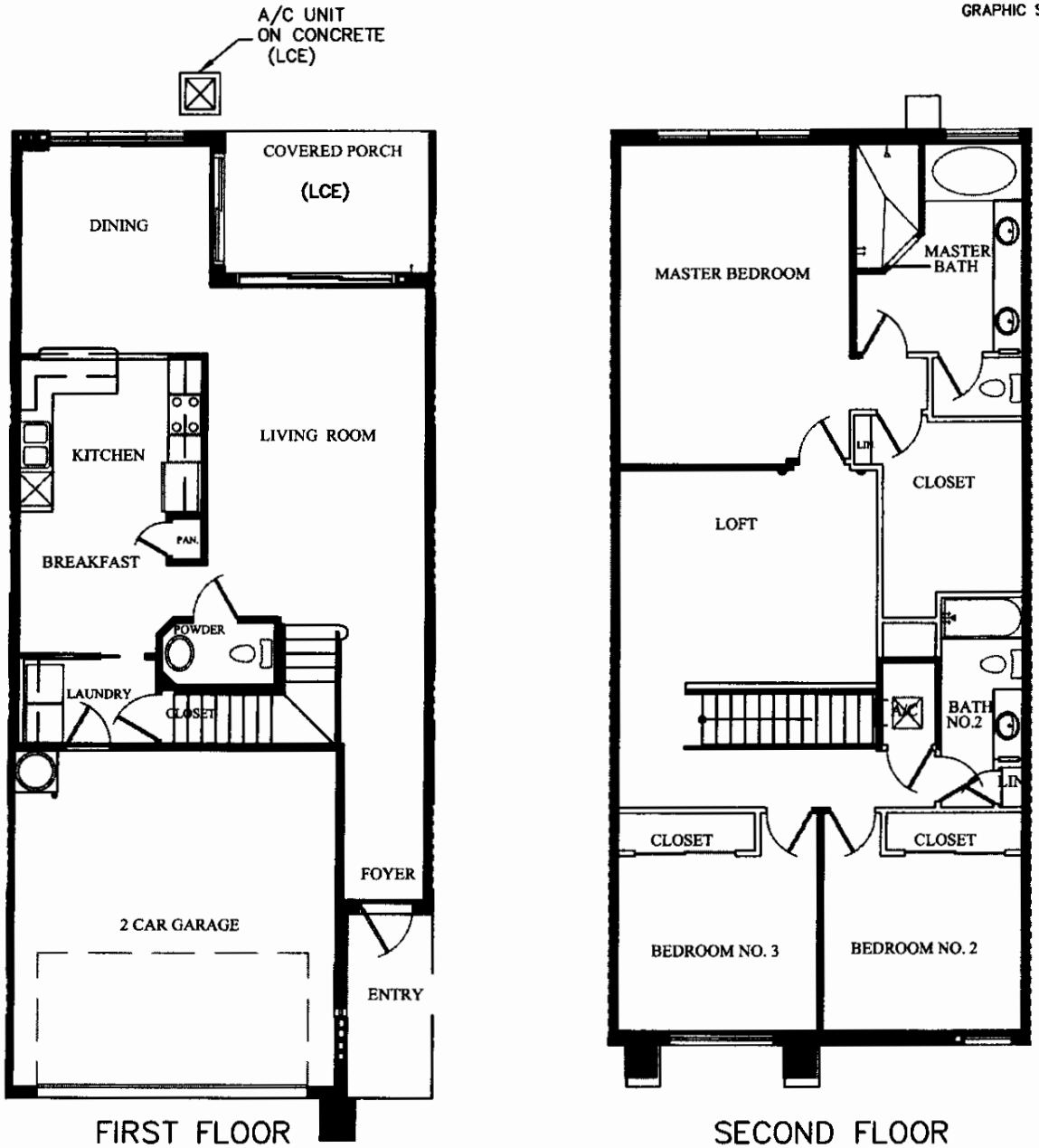
75 of 178

WOODMILL POND
CONDOMINIUM
UNIT TYPE "A" STANDARD
PROPOSED BUILDINGS 1 - 9

0 05 10
GRAPHIC SCALE IN FEET



FIRST FLOOR

SECOND FLOOR

CONDOMINIUM NOTES

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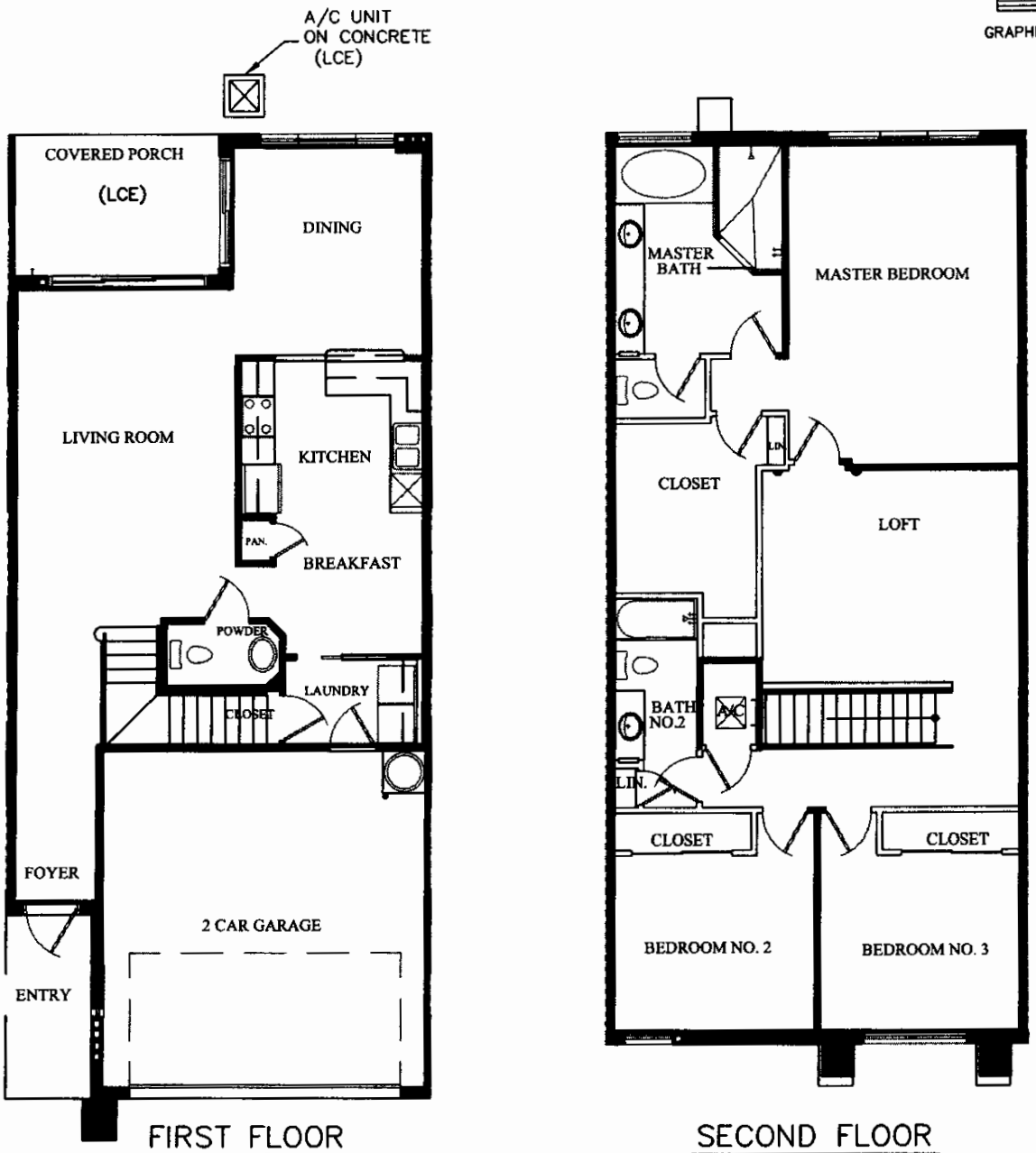
(Proj-2007\03-006.2 Woodmill Pond (Bidders Package)\Survey\03-006 CONDO-revised.dwg, 7/24/2007 1:13:29 PM, \\EPX2\hp# LaserJet 5100 PCL 6

WOODMILL POND
CONDOMINIUM
UNIT TYPE "A" REVERSE
PROPOSED BUILDINGS 1 - 9

0 05 10
GRAPHIC SCALE IN FEET



FIRST FLOOR

SECOND FLOOR

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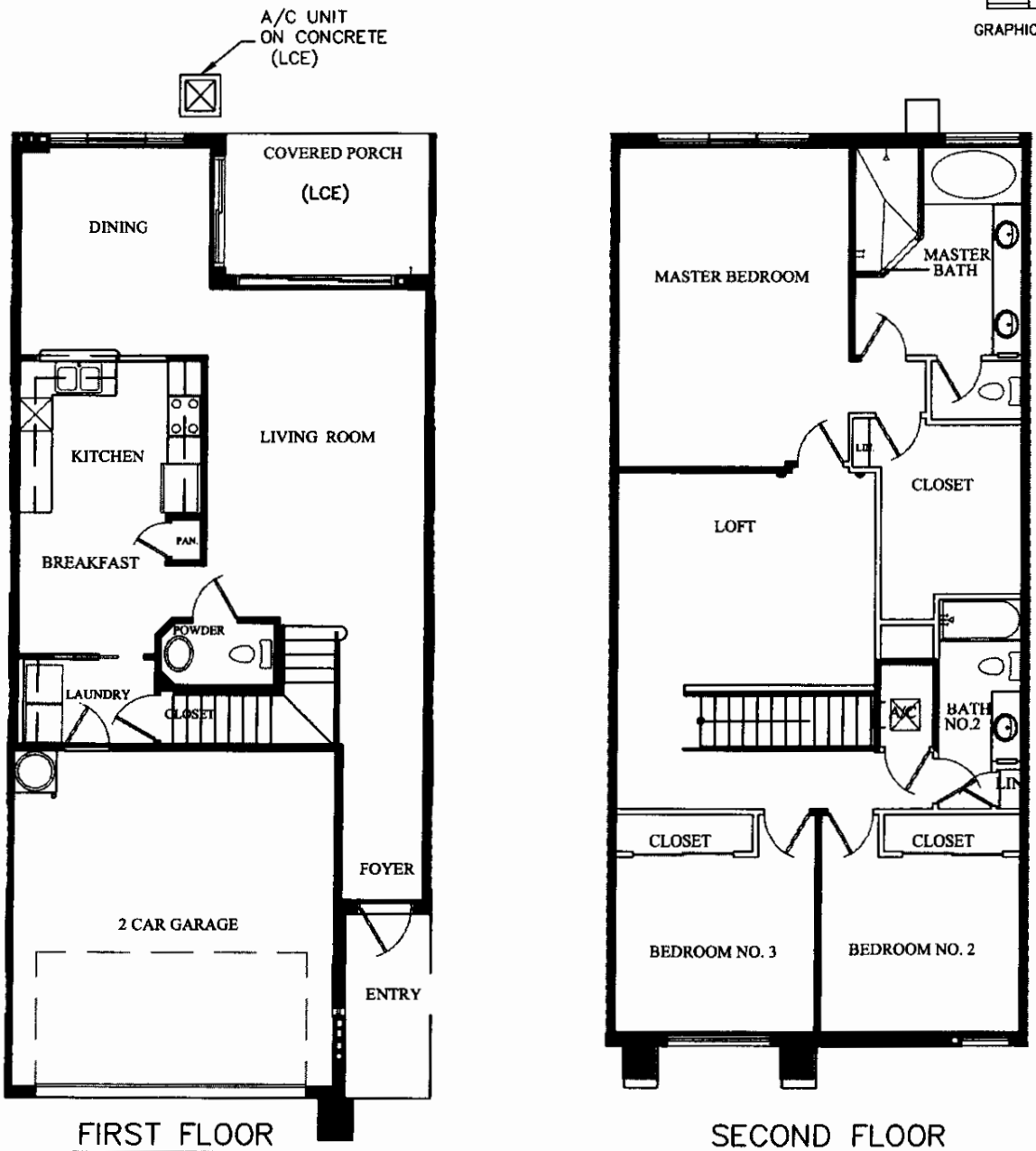
(772) 464-3537

WOODMILL POND
CONDOMINIUM
UNIT TYPE "B" STANDARD
PROPOSED BUILDINGS 1 - 9

0 05 10
GRAPHIC SCALE IN FEET



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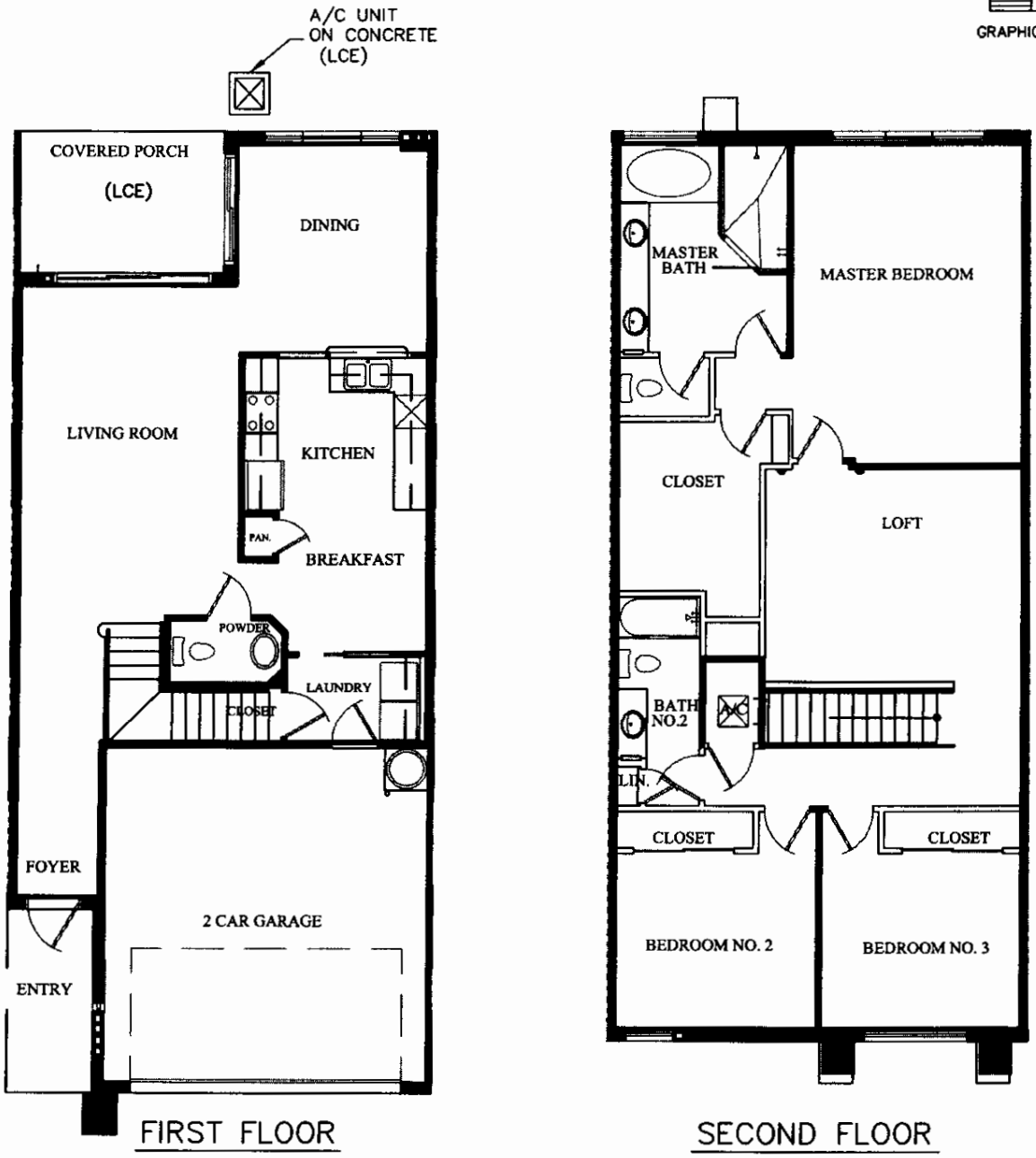
WOODMILL POND
CONDOMINIUM
UNIT TYPE "B" REVERSE
PROPOSED BUILDINGS 1 - 9

0 05 10
GRAPHIC SCALE IN FEET



FIRST FLOOR

SECOND FLOOR

CONDOMINIUM NOTES

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(772) 464-3537

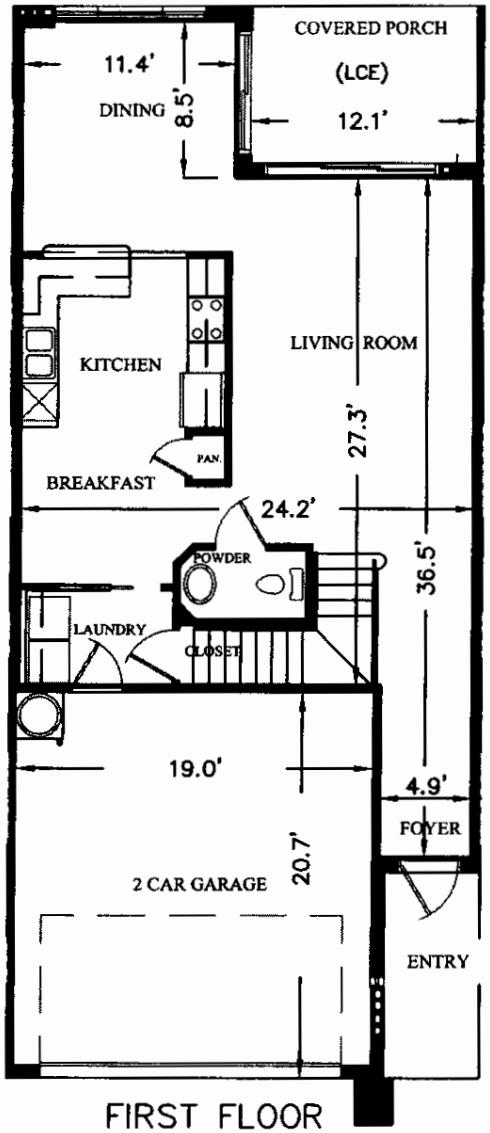
WOODMILL POND CONDOMINIUM
UNIT TYPE "A" STANDARD
BUILDING No. 10

0 05 10
GRAPHIC SCALE IN FEET

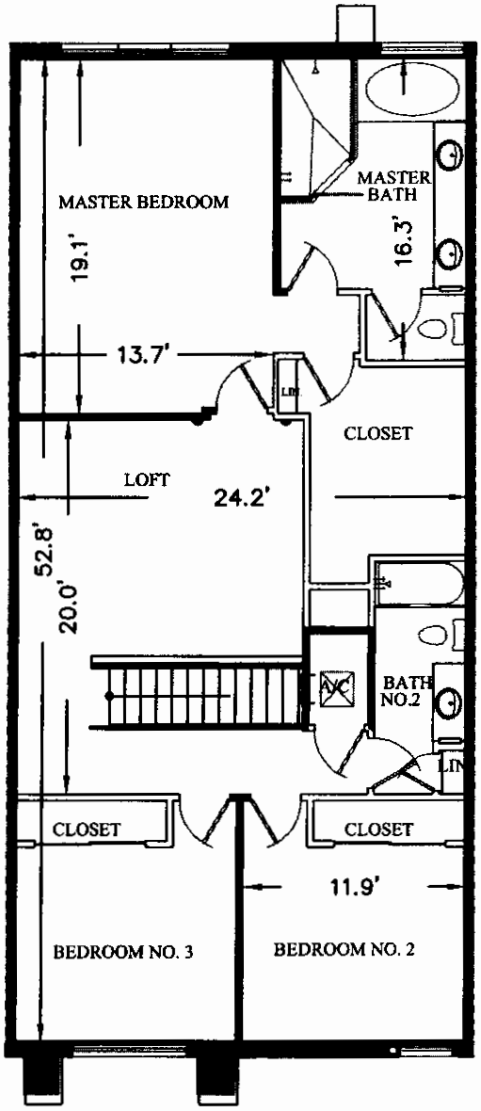
UNIT AREA TABLE

FIRST FLOOR		
LIVING	=	800.25 S.F.
ENTRY	=	55.00 S.F.
PORCH	=	103.00 S.F.
GARAGE	=	380.00 S.F.
TOTAL	=	1,338.25 S.F.
SECOND FLOOR		
LIVING	=	1,275.75 S.F.

NOTE: S.F. = SQUARE FEET



FIRST FLOOR
(AS - BUILT)
(CEILING HEIGHT = 9.8)



SECOND FLOOR
(AS - BUILT)
(CEILING HEIGHT = 9.4)

CONDOMINIUM NOTES

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REVISED 07-24-2007
07-10-2007

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FORT PIERCE, FLORIDA 34981
(772) 464-3537

WOODMILL POND CONDOMINIUM
UNIT TYPE "A" REVERSE
BUILDING No. 10

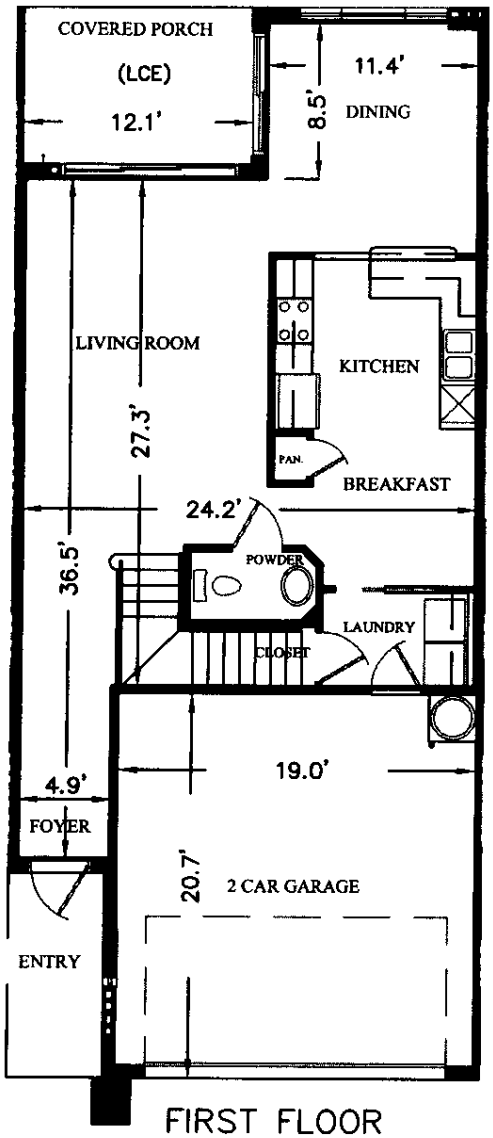
0 05 10
GRAPHIC SCALE IN FEET

UNIT AREA TABLE

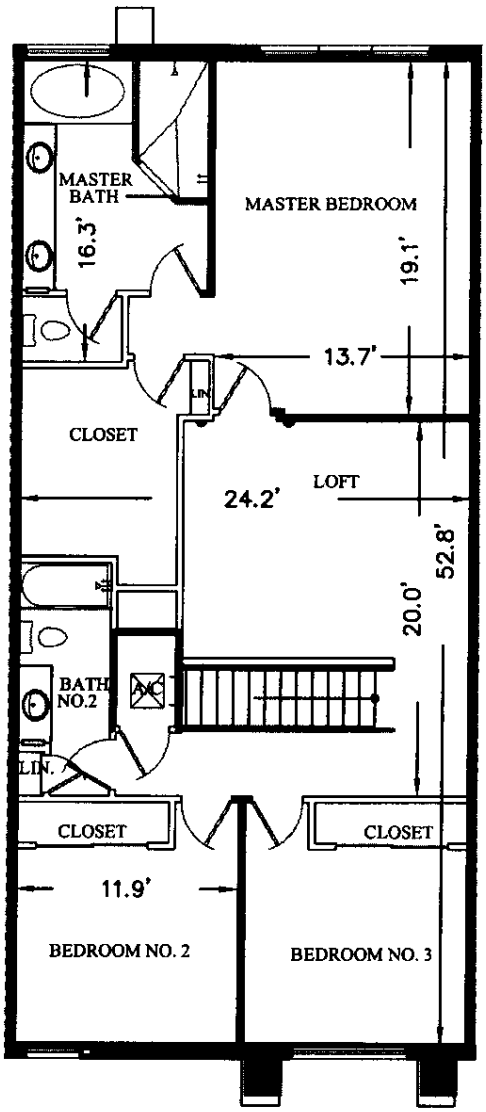
FIRST FLOOR
LIVING = 800.25 S.F.
ENTRY = 55.00 S.F.
PORCH = 103.00 S.F.
GARAGE = 380.00 S.F.
TOTAL = 1,338.25 S.F.

SECOND FLOOR
LIVING = 1,275.75 S.F.

NOTE: S.F. = SQUARE FEET



FIRST FLOOR
(AS – BUILT)
(CEILING HEIGHT = 9.8)



SECOND FLOOR
(AS – BUILT)
(CEILING HEIGHT = 9.4)

CONDOMINIUM NOTES

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REVISED 07–24–2007
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WOODMILL POND CONDOMINIUM
UNIT TYPE "B" STANDARD
BUILDING No. 10

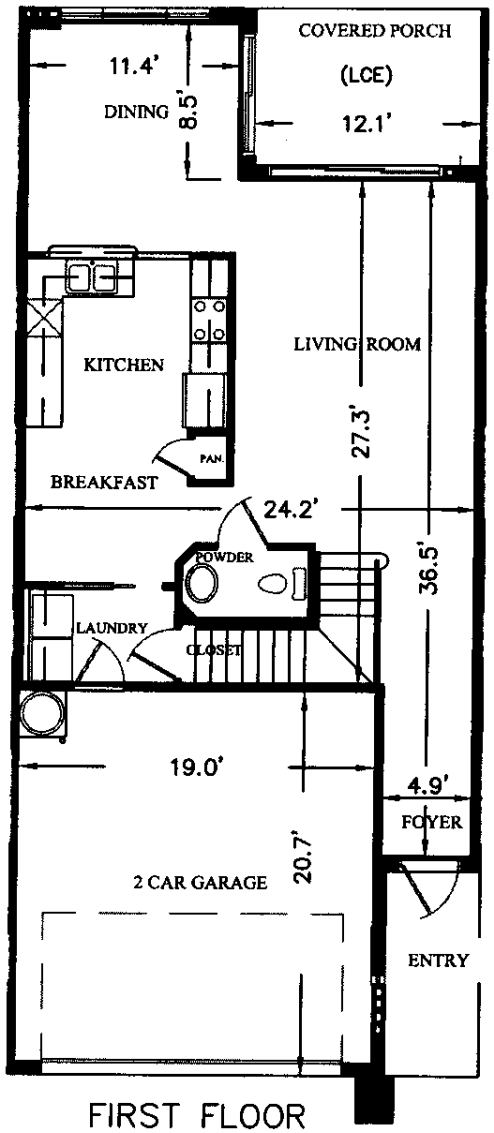
0 05 10
GRAPHIC SCALE IN FEET

UNIT AREA TABLE

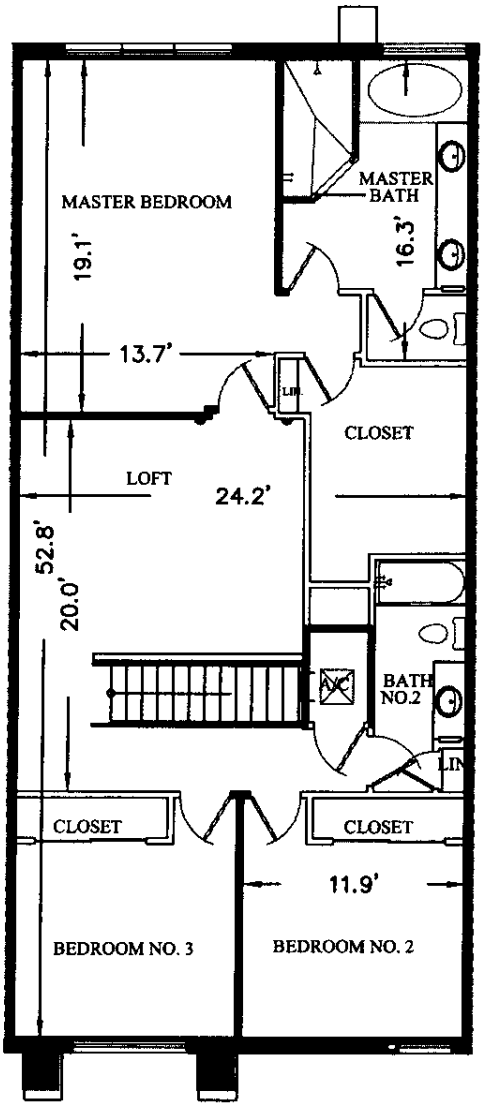
FIRST FLOOR
LIVING = 800.25 S.F.
ENTRY = 55.00 S.F.
PORCH = 103.00 S.F.
GARAGE = 380.00 S.F.
TOTAL = 1,338.25 S.F.

SECOND FLOOR
LIVING = 1,275.75 S.F.

NOTE: S.F. = SQUARE FEET



FIRST FLOOR
(AS – BUILT)
(CEILING HEIGHT = 9.8)



SECOND FLOOR
(AS – BUILT)
(CEILING HEIGHT = 9.4)

CONDOMINIUM NOTES

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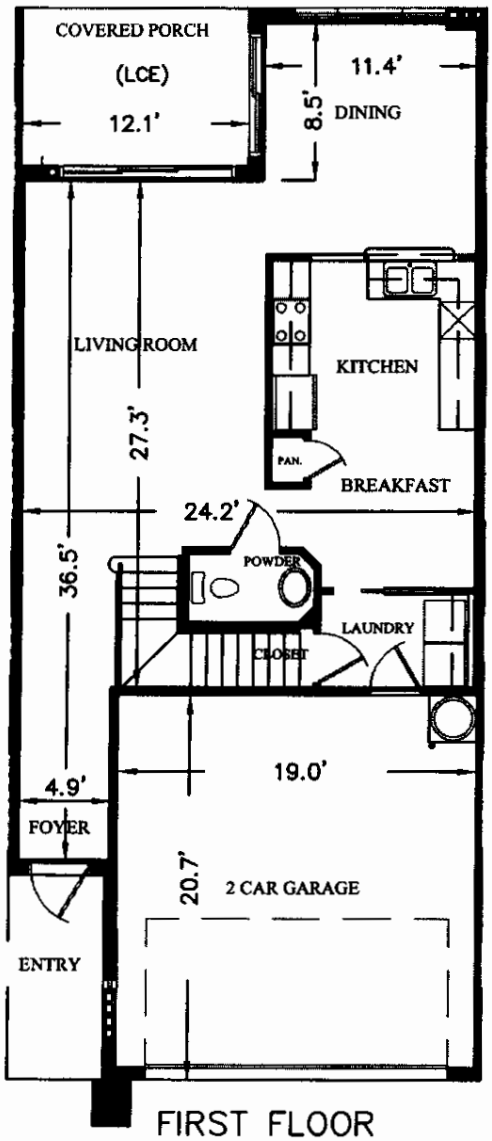
WOODMILL POND CONDOMINIUM
UNIT TYPE "B" REVERSE
BUILDING No. 10

0 05 10
GRAPHIC SCALE IN FEET

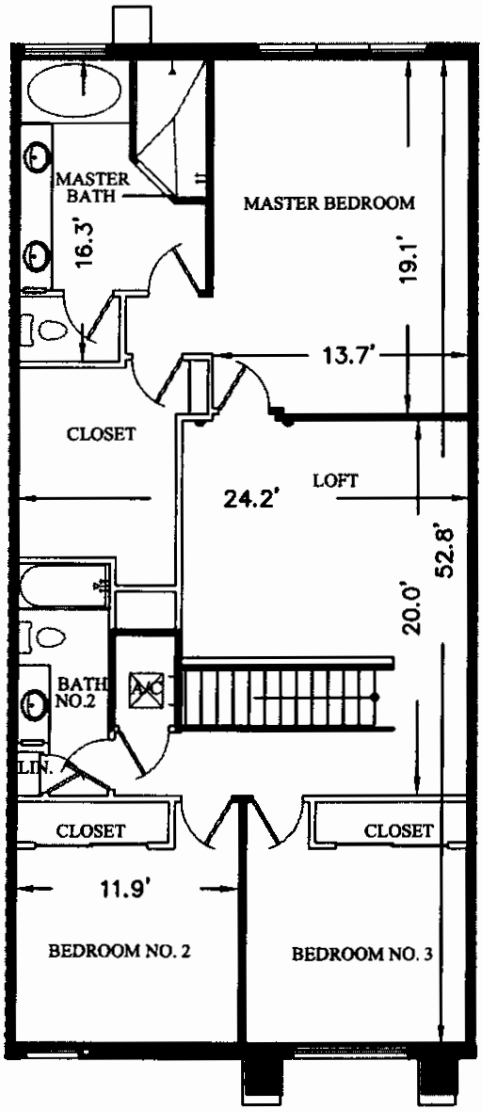
UNIT AREA TABLE

FIRST FLOOR		
LIVING	=	800.25 S.F.
ENTRY	=	55.00 S.F.
PORCH	=	103.00 S.F.
GARAGE	=	380.00 S.F.
TOTAL	=	1,338.25 S.F.
SECOND FLOOR		
LIVING	=	1,275.75 S.F.

NOTE: S.F. = SQUARE FEET



FIRST FLOOR
(AS - BUILT)
(CEILING HEIGHT = 9.8)



SECOND FLOOR
(AS - BUILT)
(CEILING HEIGHT = 9.4)

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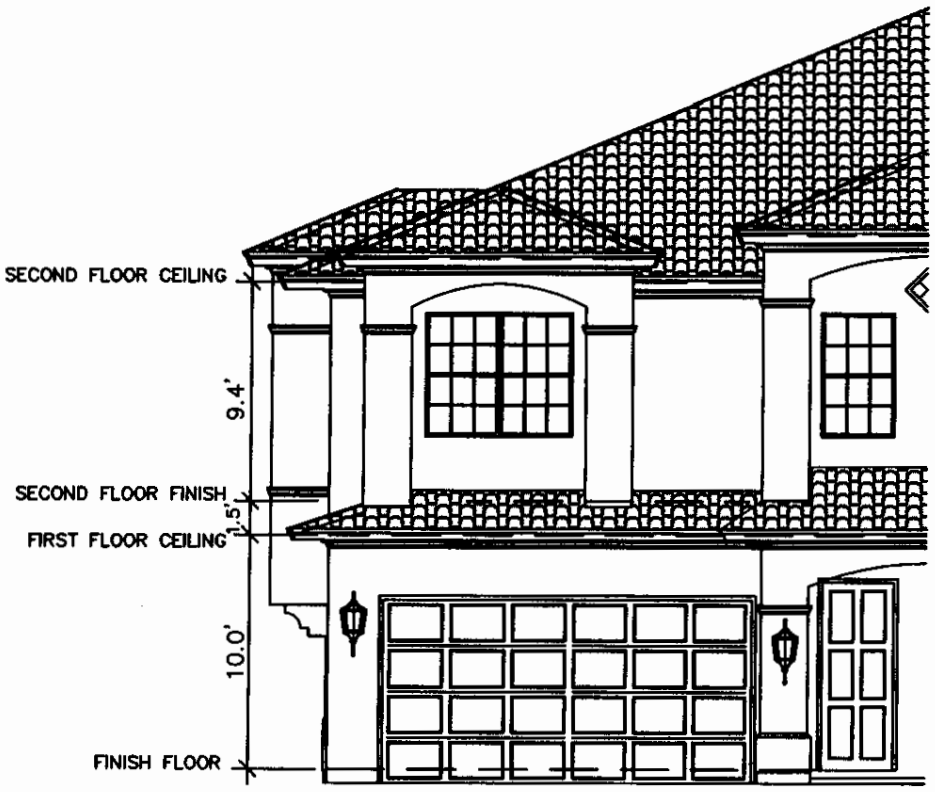
WOODMILL POND
CONDOMINIUM

BUILDING ELEVATION (TYPICAL)

0 4 8

GRAPHIC SCALE IN FEET



FRONT VIEW

CONDOMINIUM NOTES

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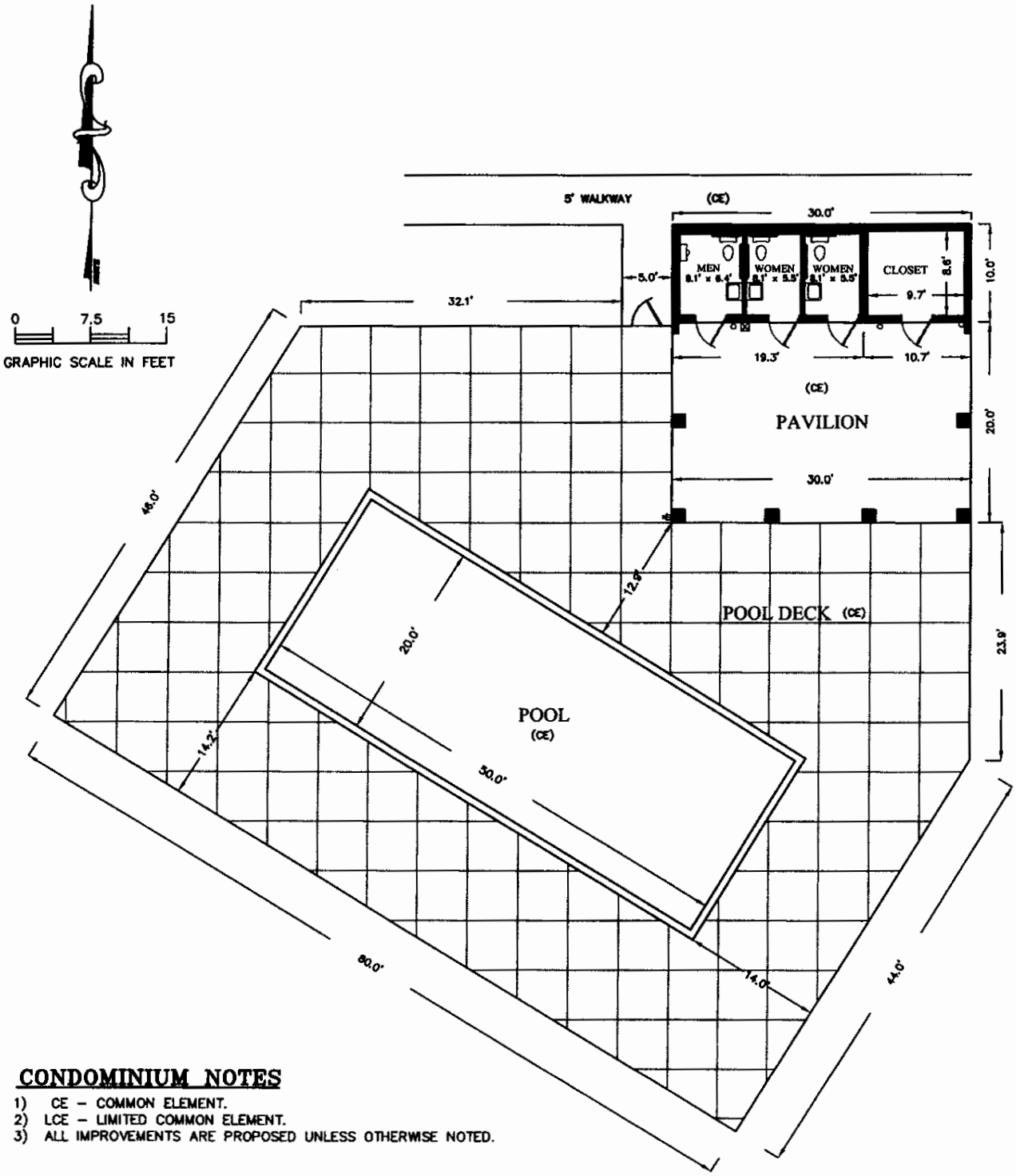
WOODMILL POND CONDOMINIUM

CLUBHOUSE & POOL AREA



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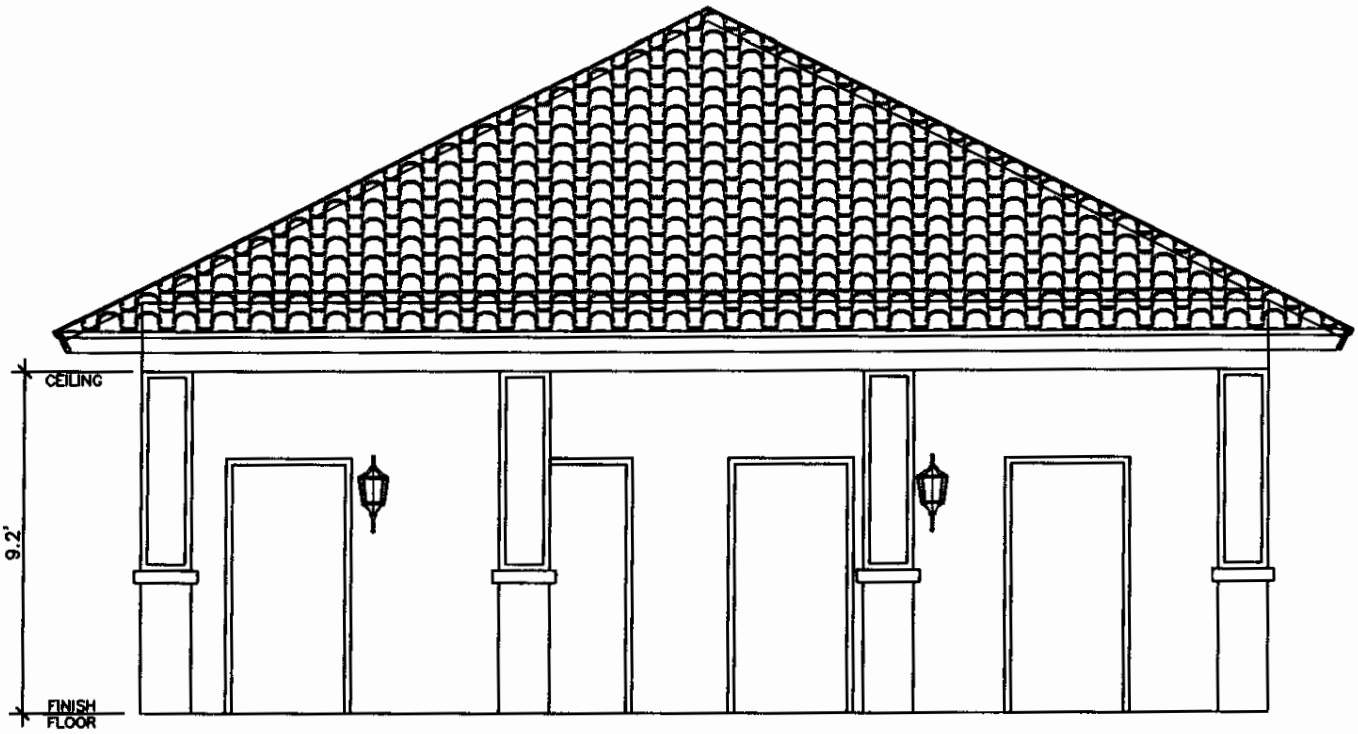
WOODMILL POND
CONDOMINIUM

CLUBHOUSE ELEVATION

0 2.5 5

GRAPHIC SCALE IN FEET



CONDOMINIUM NOTES

1) SEE BUILDINGS LAYOUT FOR NORTH ARROW AND UNIT DESIGNATION.
2) ALL IMPROVEMENTS ARE PROPOSED UNLESS OTHERWISE NOTED.

REVISED 07-24-2007
01-19-2007
CONSULTING ENGINEERS
&
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(Proj-2003\03-006.2 Woodmill Pond (Builders Package)\Survey\03-006 CONDO-revised.dwg, 7/24/2007 2:14:38 PM, \\BFS2\HP LaserJet 5100 PCL 6